



* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Reserved on: 19th May, 2026

Pronounced on: 06th August, 2026

CNR No : DLHC010489782025

+ RFA 675/2025, CM APPL. 33977/2026 (delay)

JAGDEV CHAWLA

S/o Sh. Balvinder Chawla

R/o H.No. C-183, Surajmal Vihar,

Delhi-110092.

.....Appellant

Through: Mr. Pankaj Srivastav, Advocate.

versus

KAMAL JAIN

S/o Late Sh. Ratan Lal

R/o H.No. B-1/289, Yamuna Vihar,

Delhi-110053

.....Respondent

Through: Mr. Himanshu Bhushan, and Ms. Shagun
Srivastava , Advocates.

CORAM:

HON'BLE MS. JUSTICE NEENA BANSAL KRISHNA

J U D G M E N T

NEENA BANSAL KRISHNA, J.

1. The present Regular First Appeal under Section 96 read with Order XLI Rule 1 of the Code of Civil Procedure, 1908 (*hereinafter referred to as the 'CPC'*), has been preferred by the Appellant against the Judgment and Decree dated 30.06.2025, whereby the Suit filed by the Plaintiff/Respondent for **recovery of rent, mesne profits/damages and Permanent Injunction**, has been decreed against the Defendant/Appellant.

2. The Plaintiff, Mr. Kamal Jain, had filed **Civil Suit No. CS 499/2020** seeking Possession, recovery of rent, Mesne Profits/Damages and Permanent Injunction.



3. The ***facts, in brief***, as narrated in the Complaint, were that the Plaintiff is the registered owner of Property bearing No. C-183, Surajmal Vihar, Delhi-110092, admeasuring 160.54 sq. mts., comprising the Ground Floor and First Floor (*hereinafter referred to as 'the suit property'*). The Plaintiff inducted the Defendant as a tenant in the suit property *vide* Rent Agreement dated 08.11.2019, at a monthly rent of Rs.42,000/-. The Defendant also paid a sum of Rs.84,000/- as security deposit along with one month's advance rent of Rs.42,000/-, for the month of November, 2019.

4. However, immediately thereafter, the Defendant failed to pay the rent for the month of December, 2019. After repeated requests by the Plaintiff, the Defendant transferred Rs.42,000/- in two instalments on 02.01.2020 and 03.01.2020. Thereafter, the Defendant again defaulted in payment of rent.

5. It was further asserted that the Defendant broke open the lock of the store room on the Second Floor of the suit property, where the Plaintiff had kept his furniture, stationery articles and other miscellaneous items. It was alleged that most of the articles were found missing, whereupon the Plaintiff lodged a Police Complaint at Police Station Vivek Vihar and also submitted a Complaint to the DCP, Shahdara.

6. The Plaintiff asserted that the Defendant had induced him to let out the suit property on the false representation that his own house was under construction, which, according to the Plaintiff, reflected the Defendant's mala fide intention from the very inception. Despite repeated requests, the Defendant neither vacated the suit premises nor paid the rent.

7. Consequently, the Plaintiff served a Legal Notice dated 14.07.2020 upon the Defendant asking him to vacate the tenanted premises within 30 days, but to no avail. The Plaintiff, therefore, claimed arrears of rent with



effect from January, 2020 @ Rs.42,000/- per month, damages @ Rs.90,000/- per month.

8. The present Suit was thus, instituted seeking possession, recovery of arrears of rent amounting to Rs.4,20,000/-, mesne profits and interest @ 24% per annum.

9. The Defendant/Appellant, in his **Written Statement**, admitted that he had taken the suit premises on rent, but denied having executed the Rent Agreement dated 08.11.2019. He asserted that the parties had, in fact, executed **a Rent Agreement dated 21.01.2020**, whereby the Suit Premises had been let out at a monthly rent of Rs.500/-. He further claimed that the tenancy was created for a period of three years commencing from 22.01.2020 and ending on 22.01.2023. The Defendant also asserted that he had paid a refundable security deposit of Rs.25,00,000/-, which was liable to be returned, at the time of vacating the tenanted premises.

10. The Defendant claimed that he had regularly paid the rent and other charges in respect of the tenanted premises and that no amount was outstanding against him. He further claimed that since the monthly rent was Rs.500/-, **the Suit for eviction was barred under the provisions of the Delhi Rent Control Act, 1958** (*hereinafter referred to as the 'DRC Act'*). The Defendant, therefore, asserted that the Suit filed by the Plaintiff was liable to be dismissed.

11. The **Plaintiff in the Replication**, reiterated the assertions as made in the Plaint and denied the allegations made in the Written Statement.

12. **Issues on the pleadings were framed on 16.03.2023**, which are as under:-



- (i) *Whether the plaintiff is entitled to a decree of possession, as prayed for? OPP*
- (ii) *Whether the plaintiff is entitled to recovery of rent at the rate of Rs.42,000/- w.e.:t: January 2020 till October 2020? OPP*
- (iii) *Whether the plaintiff is entitled to damages, if yes., at what rate? OPP*
- (iv) *Whether the plaintiff is entitled to a decree of permanent injunction, as prayed for? OPP*
- (v) *Whether the defendant had paid security amount of Rs.25 lakhs at the time of starting of tenancy? OPD*
- (vi) *Whether the rate of rent of the suit property is Rs.500/-per month? OPD*
- (vii) *Whether the suit of the plaintiff is barred by the provisions of DRC Act? OPD*
- (viii) *Relief.*

13. The Plaintiff examined **PW-1, Smt. Shashi Jain**, his wife/SPA Holder, who deposed about the facts of the case and proved the documents, namely, the Site Plan, SPA, the Rent Agreement dated 08.11.2019, Pass-Book of Joint Account, Police Verification Report, Legal Notice, Rent Agreement dated 15.11.2017 with the erstwhile tenant and the Complaint to the Police as Ex.PW-1/1 to Ex.PW-1/10.



14. **PW-2, the Plaintiff**, deposed on similar lines as PW-1, his wife. PW-3, Mr. Ashu Sharma, was a witness to the Rent Agreement dated 08.11.2019, Ex.PW-1/4, and proved his signatures on the Rent Agreement.

15. **The Defendant, Mr. Jagdev Chawla, examined himself as DW-1** and deposed on similar lines as the defence taken in the Written Statement.

16. The ***learned District Judge***, on appreciation of the evidence led by both the parties, observed that the relationship of landlord and tenant stood admitted by the Defendant. The Plaintiff had duly proved the Rent Agreement dated 08.11.2019, Ex.PW-1/4, wherein the rate of rent was clearly stipulated to be Rs.42,000/- per month. Though the Defendant had placed reliance on an Agreement dated 22.01.2020, Mark 'Z', the same was not proved by him.

17. Likewise, it was held that the Defendant had failed to prove that the rate of rent was Rs.500/- per month or that he had paid a security amount of Rs.25,00,000/-. *Consequently, the defence set up by the Defendant was held to be not proved, and the Plaintiff was held entitled to possession.*

18. It was **further held** that the Plaintiff had proved that the rent had not been paid since January, 2020 and that arrears of rent amounting to Rs.4,20,000/- were due till October, 2020. Accordingly, a sum of Rs.4,20,000/- was awarded to the Plaintiff towards arrears of rent. In addition, mesne profits were awarded at the rate of Rs.42,000/- per month from November, 2020 till the handing over of possession of the Suit Property to the Plaintiff.

19. It was further directed that the Defendant shall clear the outstanding electricity, water and IGL charges. Furthermore, the security amount of Rs.84,000/- was directed to be adjusted towards the arrears of rent.



20. The Suit of the Plaintiff was accordingly decreed for Possession, arrears of rent and mesne profits.

21. Aggrieved by the said Judgment and decree dated 08.11.2019, the Defendant/Appellant, Mr. Jagdev Chawla filed the present First Regular Appeal.

22. The *grounds of challenge* are that the Application filed by the Defendant during the trial for summoning five witnesses, was wrongly dismissed on account of an erroneous appreciation of the Application and the Affidavits of evidence of the proposed witnesses. It has further been contended that the Order passed in CM(M) No. 658/2025, titled *Jagdev Chawla vs. Kamal Jain*, was not considered, and the impugned Judgment was nevertheless, pronounced on 30.06.2025.

23. The Appellant has contended that the Rent Agreement dated 08.11.2019, produced by the Plaintiff/Respondent, is a forged and fabricated document. It has been asserted that the genuine Rent Agreement is dated 22.01.2020, which has not been considered by the learned District Judge.

24. According to the Appellant, the said Agreement clearly stipulates that the monthly rent was Rs.500/- and further records that a security amount of Rs.25,00,000/- had been paid to the Plaintiff.

25. To prove these facts, the Defendant had moved an Application under Order XVI Rule 1A CPC for summoning of the witnesses, which was dismissed by the learned District Judge, thereby depriving him of an opportunity to lead evidence. *It has further been contended that an Application under Order XVIII Rule 17 CPC was also filed, but the same was dismissed.*



26. It has been further contended that the learned District Judge failed to give due weight to the Rent Agreement dated 22.01.2020, propounded by the Defendant, but erroneously accepted the Rent Agreement dated 08.11.2019, Ex.PW-1/4, produced by the Plaintiff.

27. Further, it has been asserted that the Court could have compared the signatures of the parties in exercise of its powers under Section 73 of the Indian Evidence Act, but failed to do so. The Appellant has further asserted that his signatures appearing on the Written Statement, Evidence, Affidavits and Applications are different from those appearing on the Rent Agreement dated 08.11.2019, Ex.PW-1/4, thereby establishing, according to him, that the said Agreement is not genuine.

28. Furthermore, the original Rent Agreement dated 22.01.2020, Mark 'Z', was in the possession of the Plaintiff. The Defendant had moved an Application under Order XI Rule 14 CPC seeking directions to the Respondent to produce the Rent Agreement dated 22.01.2020. However, *the said Application was dismissed*, thereby causing grave prejudice to the Appellant.

29. Furthermore, reliance has been placed on the testimony of PW-3, Mr. Ashu Sharma, who deposed that discussions regarding letting out the Suit Property on payment of a security amount of Rs.20,00,000/- to Rs.25,00,000/- had taken place in his presence and also admitted that the Defendant had not signed the Rent Agreement in his presence. It has been contended that these admissions were not considered by the learned District Judge.

30. It has also been contended that *PW-2, in his re-examination*, stated that the Plaintiff had personally informed him that the suit property was



being let out on a security amount of Rs.20,00,000/- to Rs.25,00,000/-, which, according to the Appellant, corroborates his defence that he had paid a security amount of Rs.25,00,000/-.

31. It has been further contended that PW-1, Smt. Shashi Jain, deposed that she was present at the time of execution of the Rent Agreement, Ex.PW-1/4, though her signatures do not appear on the said Rent Agreement.

32. **Lastly**, it has been contended that the *requisite court fee has not been paid*.

33. It has, therefore, been prayed that the present Appeal be allowed and the Judgment and Decree passed in favour of the Plaintiff be *set aside*.

Submissions heard and the record perused.

34. The case of the Plaintiff was that the Defendant was inducted as a tenant in the suit premises vide Rent Agreement dated 08.11.2019, Ex.PW-1/4, at a monthly rent of Rs.42,000/-, for a period of 24 months, upon payment of a security amount of Rs.84,000/- along with the advance rent for the month of November, 2019. It was further agreed that the rent would stand enhanced by 10% at the end of one year.

35. The Rent Agreement dated 08.11.2019 was proved by PW-1, Smt. Shashi Jain, wife of the Plaintiff, as Ex.PW-1/4. In her cross-examination, she explained that Mr. Anshu Sharma and Mr. Mahavir were the dealers who had approached her husband for letting out the suit property to the Defendant. She further stated that she was present at the time of execution of the Rent Agreement, Ex.PW-1/4. The stamp paper of Rs.50/- had been purchased on 08.11.2019 itself, for execution of the Rent Agreement. It was prepared by Mr. Sameer Sharma at Jhilmil. She denied that the said Rent Agreement, Ex.PW-1/4, was a forged and fabricated document and also



denied that the said Rent Agreement had not been duly notarised by the Notary Public.

36. While she admitted that she had not signed the Rent Agreement despite being present at the time of its execution, the same, by itself, cannot create any suspicion with respect to the validity or genuineness of the Rent Agreement, **Ex.PW-1/4**. She had accompanied her husband, **Mr. Kamal Jain**, and was present at the time of execution of the said document. There is no law which mandates that every person present at the time of execution of an Agreement, must necessarily sign the same.

37. A perusal of the Rent Agreement, **Ex.PW-1/4**, reflects that it bears the signatures of the Plaintiff and the Defendant, as well as those of the two witnesses, whose mobile numbers are also mentioned therein.

38. Likewise, PW-2 Mr Kamal Jain, plaintiff had deposed on similar lines with regard to the execution of the Rent Agreement. He had reiterated that the Agreement had been signed by the Defendant. **He denied the suggestion that the signatures on the Rent Agreement, Ex.PW-1/4, did not belong to him or that the document was a fabricated document.** He was confronted with the Rent Agreement dated **22.01.2020**, **Mark 'Z'**, but he denied his signatures on the said Rent Agreement.

39. The Plaintiff also examined **PW-3, Mr. Anshu Sharma**, a witness to the Rent Agreement dated **08.11.2019**, who also proved the execution of the said Rent Agreement.

40. The Plaintiff not only proved the Rent Agreement dated **08.11.2019**, **Ex.PW-1/4**, by his own evidence and that of his wife, but also by examining the attesting witness to the said Rent Agreement.



41. The Defendant had challenged the genuineness of the said Agreement, firstly, by contending that a bare perusal of his signatures on the Agreement, Ex.PW-1/4, would show that they were different from his signatures appearing on the admitted documents, namely, the Written Statement, Applications and other documents.

42. While it is correct that on a perusal of the signatures of the Defendant on the Rent Agreement and his signatures on his pleadings and other documents, the two sets of signatures appear to be different and distinct, it cannot be overlooked that the Defendant may have chosen to sign differently, which by itself would not be sufficient to create any suspicion regarding the genuineness of the Rent Agreement, Ex.PW-1/4, which has otherwise been duly proved.

43. Not only this, it had been executed on a stamp paper purchased on 08.11.2019, wherein the description of the document had been specifically mentioned as "Article 35(ii) Lease with security upto 5 years." The overwhelming evidence led by the Plaintiff thus, proved the Rent Agreement dated 08.11.2019, Ex.PW-1/4.

44. The Defendant/Appellant, while denying the execution of the Rent Agreement dated 08.11.2019, projected another Rent Agreement dated 22.01.2020, Mark 'Z', and claimed it to be the actual Rent Agreement executed between the parties. He further claimed that he entered into the suit premises by virtue of the said Rent Agreement.

45. The first aspect which emerges is that the original Rent Agreement dated 22.01.2020, has not been produced. The explanation was given by the Appellant that the original had been retained by the Plaintiff and that



despite moving an Application under Order XI CPC, no directions were issued to the Plaintiff to produce the original Rent Agreement.

46. A bare perusal of the two Rent Agreements reflects that the photographs affixed on the Rent Agreement, Mark 'Z', appear to have been superimposed, whereas those appearing on the Rent Agreement, Ex.PW-1/4, are not only clear and sharp but also appear to be the actual photographs of the parties.

47. Secondly, the alleged Rent Agreement, Mark 'Z', was witnessed by two witnesses, namely, Mr. Ankit Gupta and Mr. Nihal Ahmed, but neither of them was examined by the Defendant.

48. Thirdly, the Defendant, as per his own submissions, had moved an Application under Order XVI Rule 1A CPC and an Application under Order XVIII Rule 17 CPC for examination of four witnesses, namely, Mr. Sanjay Bhan, Mr. Manoj Kumar, Mr. Preet Pal and Mr. Jitender Kumar. While the Defendant sought to examine these four additional witnesses, significantly, no endeavour was made to examine the two alleged witnesses to the Rent Agreement, Mark 'Z'.

49. It may also be observed that all the four proposed witnesses, in their Affidavits by way of evidence placed on record along with the Application under Order XVIII Rule 17 CPC, identically stated, *"I am one of the attesting witnesses who gave Rs.1.9 lakhs on 08.01.2020 for the purpose of security of the property bearing No. C-183, Surajmal Vihar, Delhi."*

50. All these four witnesses had stated in their affidavit that they were attesting witness, but as mentioned above, none of these four proposed witnesses, were the attesting witness to the Rent Agreement, Mark 'Z'.



51. *The learned District Judge* rightly referred to the affidavits by way of evidence of the four proposed witnesses, namely, Mr. Sanjay Bhan, Mr. Manoj Kumar, Mr. Preet Pal and Mr. Jitender Kumar, wherein each of them had identically stated that he had given Rs.1.90 lakhs to the Defendant on 08.01.2020.

52. Pertinently, there is no mention of any of these witnesses in the Written Statement of the Defendant. There are inherent contradictions in the testimony of the Defendant with respect to the Rent Agreement, Mark 'Z', the original whereof has also not been produced. **The genuineness of the Rent Agreement, Mark 'Z', has, therefore, not been established.**

53. The learned District Judge rightly noted the inherent contradictions and omissions in the testimony of the Defendant while discarding the Rent Agreement dated 22.01.2020, Mark 'Z'. This was not only because the said Rent Agreement had not been proved, but also because its contents were not corroborated either by the Defendant's own evidence or by any other cogent evidence.

54. It is also significant to refer to the testimony of DW-1, the Defendant, who deposed that, prior to shifting to the suit property, he had been residing in another tenanted premises, namely, F-242, Ganga Vihar, Delhi, under the landlordship of Mr. Malhotra. Though he did not remember the exact date on which he vacated the earlier tenanted premises, but he volunteered that he might have vacated the same in November/December, 2019. He further stated that the monthly rent of the said tenanted premises at Ganga Vihar was Rs.10,000/-. These admissions of the Defendant/Appellant further correspond with the date of creation of the tenancy, i.e., 08.11.2019, as deposed by the Plaintiff.



55. The Defendant had asserted that he had paid a security amount of Rs.25,00,000/-, in support of which he had relied upon the Rent Agreement, Mark 'Z'.

56. Though the Defendant had asserted in the Written Statement that he had paid Rs.25,00,000/- as security, he failed to disclose the source of the said amount or that he had allegedly received Rs.1.90 lakhs each from the four persons whom he sought to examine as witnesses. Even if the contribution of these four witnesses is accepted, it aggregates to only Rs.7,60,000/-. The Defendant has failed to explain the source of the remaining amount out of Rs.25,00,000/-, which he claimed to have paid.

57. Furthermore, neither the Written Statement nor the proposed affidavits by way of evidence of the four witnesses disclose how, in what manner, or from what source the amount of Rs.25,00,000/- had been arranged by the Defendant

58. In this context, it may also be observed that the suit property, which was let out in November, 2019, comprised the Ground Floor and the First Floor of the building situated at Surajmal Vihar. It is difficult to accept that such a double-storeyed building in Surajmal Vihar, would have been let out at a meagre rent of Rs.500/- per month.

59. *Another significant aspect* which emerges is that the Plaintiff had claimed that two months' rent, i.e., Rs.84,000/-, had been paid as security, along with the advance rent for one month in the sum of Rs.42,000/- for the month of November, 2019.

60. The Plaintiff had deposed that, after the execution of the Rent Agreement and payment of the security amount along with one month's advance rent, the Defendant failed to pay the rent from December, 2019



onwards. After much persuasion, the Defendant paid a sum of Rs.42,000/- through three bank transfers, namely, Rs.500/- on 02.01.2020, Rs.25,000/- on 03.01.2020 and Rs.16,500/- on 04.01.2020. While these transfers aggregate to Rs.42,000/-, which is equivalent to one month's rent, the Defendant has not offered any explanation as to why this amount was transferred to the account of the Plaintiff in January, 2020. *The Plaintiff, also established the receipt of the said amount in January, 2020 by producing his Passbook, Ex.PW-1/5.*

61. The overwhelming evidence on record, as produced by the parties, clearly established that the Defendant had been inducted as a tenant at a monthly rent of Rs.42,000/- with effect from 08.11.2019, and not at a monthly rent of Rs.500/-, as asserted by him.

62. Once the monthly rent is proved to be Rs.42,000/-, the contention of the Defendant that the Suit for recovery was barred under the Delhi Rent Control Act, 1958 also fails.

63. The **learned District Judge rightly appreciated the evidence led by the parties** to conclude that the Defendant had been inducted as a tenant in the Suit Premises vide Lease Agreement dated 08.11.2019, Ex.PW-1/4, at a monthly rent of Rs.42,000/-, and had also paid a security amount of Rs.84,000/-, which was equivalent to two months' rent.

64. Though the Rent Agreement, Ex.PW-1/4, was stated to be for a period of two years, which required compulsory registration, it was only a notarised document. However, the only consequence thereof, is that it cannot be treated as a document creating a tenancy for a period of two years. **From the testimony of the parties, it has to be held that the tenancy created was a month-to-month tenancy.**



65. The Plaintiff had terminated the tenancy *vide* Legal Notice dated 14.07.2020.

66. Therefore, the Suit of the Plaintiff for possession and arrears of rent for the period from January, 2020 to October, 2020, has been rightly decreed.

67. **The next aspect pertains to Mesne Profits.** Section 2(12) of the CPC defines *mesne* profits as under:

"2(12) "mesne profits" of property means those profits which the person in wrongful possession of such property actually received or might with ordinary diligence have received therefrom, together with interest on such profits, but shall not include profits due to improvements made by the person in wrongful possession;"

68. The very definition of *Mesne* Profits means the profits that the person has derived from the wrongful possession of the property. It is, therefore, evident that the calculation of *Mesne* Profits is not of the profits that the Plaintiff may have derived from sale or otherwise of the property, but it is the wrongful benefit derived by the Tenant, who has continued in unlawful Possession.

69. In the case of Bureau of Indian Standards vs. Goodwill Threatres Pvt. Ltd . 2018(1) RCR (Civil) 400, while referring to the definition of *Mesne* Profits under Section 2(12) CPC, it was observed that the *Mesne* Profits do not include profits due to improvements made by the person in wrongful possession. It is the value of the usage of the land to the person in wrongful possession.

70. In the present case, it has been proved that the Defendant was inducted as a tenant at a monthly rent of Rs.42,000/-. No independent



evidence has been led by either party to show that the wrongful benefit derived by the Defendant was at a rate higher or lower than the proved rent.

71. In the absence of any such evidence, the proved rent itself serves as the appropriate measure for computing mesne profits, as held in the case of M/s Sahara India v. M.C. Agrawal HUF, 2011 SCC OnLine Del 3715, wherein it was observed that the *mesne* profits which a landlord is entitled to recover against a tenant who continues in occupation after termination of tenancy, is the amount which the premises can fetch if let out on rent, and where no independent evidence of prevailing market rate is led, the Court may assess mesne profits at the last-paid contractual rent.

72. *Consequently, the learned District Judge was right in awarding mesne profits at the rate of Rs.42,000/- per month from November, 2020 till the handing over of possession of the Suit Property to the Plaintiff.*

73. Also, the adjustment of Rs.84,000/-, which had been paid by the Defendant as security at the time of taking the premises on rent, has been rightly directed to be adjusted towards the arrears of rent due and payable by the Defendant.

CONCLUSION:

74. In the light of the aforesaid discussion, it is held that there is no merit in the present Appeal, **which is hereby dismissed**. Pending Application(s) are also disposed of, accordingly.

(NEENA BANSAL KRISHNA)
JUDGE

August 06, 2026/RS