

43 CS (COMM) 399/22
DHARMINDER SARNA Vs. SAMRAT BEHL.

15.11.2025

Present : Sh. Shantanu Garg, I.d. Counsel for plaintiff (VC).
None for defendants.

Vide separate order, announced on even date, the application under Order XII Rule 6 CPC stands allowed and the present suit is decreed in favour of plaintiff and against the defendant no. 1 & 2 jointly and severally for a sum of Rs. 43,15,500/- alongwith interest at 9% per annum from 20.04.2023 (i.e. date of vacation of suit premises) till the date of its realization. Cost of the suit is also awarded in favour of plaintiff and against the defendant. Decree sheet be prepared accordingly.

File be consigned to record room after due compliance.


(Ajay Kumar Jain)
District Judge (Commercial Court)
(Digital-04)/South/Saket/ND/15.11.2025



28 NOV 2025

अनुप्रमाणित/ATTESTED

किंशुक/Examiner.....

CS (Comm) No. 399/2022
Dharminder Sarna Vs. Samrat Behl & Ors.

15.11.2025

ORDER

1. Vide this order, I shall decide the application under Order XII Rule 6 CPC already moved on behalf of plaintiff.
2. Brief facts of the case is that plaintiff/applicant is the owner of the property bearing no. Municipal No. C-3, Community Centre, Safdarjung Development Area, New Delhi -16 and has leased the property to the defendant in terms of lease agreement dated 28.03.2016 and supplementary /addendum agreement dated 31.01.2020 was also executed, and the defendant is in physical possession of the ground floor and mezzanine floor for monthly rental of Rs.3,42,500/- per month excluding GST. On account of default in making the payment towards monthly rental and electricity bills, the plaintiff/applicant had terminated the lease agreement with the defendants. Defendants however neither cleared the outstanding dues nor handed over the vacant and peaceful possession of the property. During proceedings before this Court, the defendant stated that the said property was in possession of M/s. Garg Villas Pvt. Ltd. Consequently, the said M/s Garg Villas Pvt. Ltd. was impleaded, and vide order dated 20.04.2023 of Ld. Predecessor was pleased to pass the handing over the possession of the said property in favour of the plaintiff to which the plaintiff has taken possession of the property in question from M/s Garg Villas on 20.04.2023. The defendant

admitted in written statement that they have not paid the monthly rental and electricity charges since 2021 and has only taken defence that they could not make the payment because defendant no.1 and 2 has not received the same from M/s Garg Vilas Pvt. Ltd.

3. On 12.09.2023 an application was filed by M/s Garg Vilas Pvt. Ltd. for its deletion which was allowed vide order dated 22.04.2025 on the ground that there is no privity of contract between the plaintiff and M/s. Garg Villas. The privity of contract exists between the plaintiff and defendant No.1 & 2. The lease deed dated 28.03.2016 and 31.01.2016 was executed between the plaintiff and defendants which are admitted by defendant no.1 and defendant.no.2. There are unambiguous admissions made by the defendant in written statement, and the defence for payment only in case of receiving payment from M/s Garg Villas Pvt. Ltd. cannot be taken into consideration.

4. The defendant no.1 and 2 are liable to pay the outstanding rent and other charges in accordance from October 2021 until the actual handing over of the physical possession of the suit premises to the plaintiff/applicant. The monthly rental from October 2021 upto April 2022 are adjusted towards the interest free security deposit amounting to Rs.24,90,000/-.

The defendant no.1 and 2 are now liable to pay mesne profits w.e.f. 01.05.2022 till 01.07.2022 (i.e upto the date of filing of the present suit) @ Rs.3,69,9000/-. Further liable to pay mesne profits @ Rs.3,69,900/- from date of filing of the present suit until the actual delivery of possession of the suit premises i.e.

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20.04.2025. The defendants are further liable to pay the interest @ 18% per annum.

5. Defendant no.1 and 2 despite opportunity not filed any reply to this application under Order 12 Rule 6 CPC filed by the plaintiff, and the counsel for defendant no.1 and 2 wishes not to file any reply and wants to argue the same straightway. Accordingly, arguments were heard on 11.11.2025.

6. Ld. counsel for plaintiff submits that defendant no.1 and 2 has admitted that rate of rent and the arrears due on account of rent/mesne profits, and only plea that they can pay only when the M/s Garg Villas Pvt. Ltd. shall pay to them, however, there is no such arrangement between the plaintiff and the defendant no.1 and 2. The defendant could not show any document in this regard. The entire defence of the defendant is sham. However, there is no denial of the period of non-payment of rent/mesne profits. Ld. Counsel submits that plaintiff is restricting its relief of total rent/mesne profits from May 2022 till 20.04.2023 i.e. date of vacation i.e. total Rs.43,15,500/- along with reasonable rate of interest from date of vacation i.e. 20.04.2023 till its realization. The Calculation table reproduced as under :

Month	Total Rent Payable (In Rupees)	
May 22		Rs. 3,69,900/-
June 22		Rs. 3,69,900/-
July 22		Rs. 3,69,900/-
August 22		Rs. 3,69,900/-
September 22	20 NOV 2025	Rs. 3,69,900/-
October 22		Rs. 3,69,900/-

November 22	Rs. 3,69,900/-
December 22	Rs. 3,69,900/-
January 23	Rs. 3,69,900/-
February 23	Rs. 3,69,900/-
March 23	Rs. 3,69,900/-
April 23	Rs. 2,46,600/-
Total (Exclusive of interest @ 18% per annum)	Rs. 43,15,500

7. Ld. counsel for defendant submits that the plaintiff is very much in the knowledge that the defendant has sub-leased the property to the M/s Garg Villas Pvt. Ltd. and was giving rent after taking the rent from the M/s Garg Villas, however, defendant no.1 and 2 has not received the rent from the defendant no.3, therefore, could not pay to the plaintiff and separate suit is also pending towards this. There is no unequivocal admission of defendant regarding the liability hence present application is liable to be dismissed.

8. *Arguments heard. Record perused.*

9. It is not disputed that the lease agreement dated 28.03.2016 and supplementary/addendum agreement dated 31.01.2020 was executed between the plaintiff and the defendant. There is no dispute regarding handing over of physical possession of the ground floor and mezzanine floor of the property in question on 20.04.2023. The only defence taken by the defendant is that the said property was sub-leased to defendant no.3 and the plaintiff has the knowledge that the defendant no.1 and 2 will make the payment of the rent after receiving the rent from defendant no.3 and defendant no.3, neither paid the rent

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nor vacated the premises. Admittedly, there is no agreement or document executed in this regard with defendant no.1 and 2.

10. During present proceedings, the defendant no. 3 was impleaded. On 20.04.2023, counsel for defendant no.1 and 2 and counsel for defendant no.3 stated that they have no objection if the possession of the property in question is taken by the plaintiff. Accordingly, the plaintiff has taken the possession of the property in question on 20.04.2023. However, on application for deletion u/O 1 Rule 10 CPC, the defendant no.3 stands deleted from array of parties vide order dated 22.04.2025. There is nothing on record to show that the defendant no.3 is liable to pay the rent to the plaintiff in terms of the lease agreement. The defendant no.1 and 2 even not filed any reply to the present application u/O 12 Rule 6 CPC. The counsel during arguments neither disputed the rate of rent or the arrears due as per the calculation filed along with this application and only raised the defence that the defendant no.1 and 2 can pay the arrears only after receiving the rent from defendant no.3. This plea is not at all tenable in present facts and circumstances.

11. The possession has already been taken by the plaintiff in terms of order dated 20.04.2023. The only relief remained is the arrears of rent /mesne profits. The defendant no.1 and 2 are liable to pay the rent from 2021 till the vacation of the property on 20.04.2023. The rent from October 2021 upto April 2022 are adjusted against the interest free security deposit of Rs.24,90,000/- Therefore, the plaintiff is entitled for the rent from May 2022 till the vacation of the suit

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premises on 20.04.2023. There is no dispute regarding the rate of rent and the date of vacation of premises in question i.e. 20.04.2023. The plaintiff is also entitled for rent and mesne profits from May 2022 till 20.04.2023 which is @Rs.3,69,900/- per month and Rs.2,46,600/- for April 2023 (20 days). Accordingly, the plaintiff is entitled for a total amount of Rs.43,15,500/-. The plaintiff is also entitled for reasonable rate of interest @ 9 % per annum.

12. Hon'ble High Court of Delhi in case titled as '*SCJ Plastic Ltd. Vs. Creative Wares Ltd, CS (OS) No. 738/2002 date of decision 24.07.2012*' in Para 7 observed as under :-

"7. Object of Order 12 Rule 6 CPC is that in appropriate cases litigations should not continue unnecessarily once it is found that there are categorical admissions. Judicial process cannot be abused for delaying passing of a decree in favour of a seller when the buyer categorically admits the dues of the plaintiff in "pleadings or otherwise". In view of the categorical admissions in BIFR proceedings, I find that merely because in written statement there is a denial, and which denial of course is only for the sake of convenience, I find that the present is a fit case for exercise of power under Order 12 Rule 6 CPC inasmuch as the debt due to the plaintiff has been admitted in 'pleadings or otherwise' i.e. in judicial proceedings before BIFR. I have also examined the written statement filed. In the written statement it is not denied that defendant has purchased and received 'Master Batches' from the plaintiff and which is said to be for manufacturing polystyrene/polypropylene disposable cups and glasses. The only dispute raised in the written statement is the alleged inferior quality of the material, however no particulars of any letter/letters written by the defendant to the plaintiff rejecting the goods or objections to the same on account of alleged inferior quality are mentioned. In terms of Section 42 of the Sale of Goods Act, 1930, once the defendant has retained the goods without intimating to the seller that it has rejected the goods, the goods are deemed to be accepted and hence liability arises. Thus the defence of rejection in the written statement is only a vague/inadequate device and hence by applying Order 8 Rule 5 CPC, the contents of the plaint can also be deemed to be admit admitted as regards the liability of the defendant.

8. In view of the above, the suit of the plaintiff is decreed for a sum of Rs.23,81,613.80 along with at 9% per annum simple with effect from 1.10.2001 till the date of filing of the suit with the same rate of interest pendente lite and future till payment. Parties are left to bear their own costs. Decree sheet be prepared. The application is allowed and disposed of and the suit decreed as stated above."

13. In view of the above, the suit of the plaintiff is decreed in favour of plaintiff and against the defendant no.1 and 2 jointly and severally, for a sum of Rs.43,15,500/- alongwith interest at 9% per annum from 20.04.2023 (i.e. date of vacation of suit premises) till the date of its realization alongwith its costs.

14. The application is allowed and disposed of accordingly.

15. The present suit is decreed. Decree Sheet be prepared and file be consigned to Record Room after due compliance.

Announced in open Court
on 15.11.2025


(Ajay Kumar Jain)
District Judge (Commercial Court)
(Digital-04), South, Saket, ND

अनुप्रमाणित/ATTESTED

Examiner

IN THE COURT OF DISTRICT JUDGE
(COMMERCIAL COURT) (DIGITAL-04),
SOUTH, SAKET COURTS, NEW DELHI
Presiding Officer: Sh. Ajay Kumar Jain
CS (Comm) No. 399/2022
(DECREE SHEET)

DHARMINDER SARNA
S/O. LATE SH. A.L. SARNA
R/O. D-1001, New Friends Colony,
NEW DELHI-110065

.....PLAINTIFF

VERSUS

1. SAMRAT BEHL
(Proprietor M/S. Samrat Behl's Photography)
S/O. SH. VIJAY KUMAR SARIN,
R/O. B-11/8041, Vasant Kunj
NEW DELHI-110070
PRESENTLY RESIDING AT:
North Realty, 12230 Clarksville Pike
Suite A, Clarksville,
MD, USA-21029

2. M/S Samrat Behl's Photography
Through its proprietor Samrat Behl
Basement Floor, C-3,
Community Centre,
Safdarjung Development Area,
New Delhi-110016

3. Garg Villas Private Limited
(Deleted vide order dated
22.04.2025)
Having Residence At:
E-257, Basement, Greater Kailash-2
New Delhi-110048
Also At:
C-3, Community Centre,
Safdarjung Development Area,
New Delhi-110016

(Deleted vide order dated

.....DEFENDANTS

SUIT FOR RECOVERY OF POSSESSION, MESNE PROFITS AND
DAMAGES



Plaint presented on 08.07.2022 (before Ld. DJ(Commercial court)-01(Soth)/Saket Courts.)

This suit coming on 15th November, 2025 in the presence of Mr. Shantanu Garg, Ld. Counsel for plaintiff and None for defendant. It is ordered that the application under Order XII Rule 6 CPC stands allowed and the present suit is decreed in favour of plaintiff and against the defendant no. 1 & 2 jointly and severally for a sum of Rs. 43,15,500/- alongwith interest at 9% per annum from 20.04.2023 (i.e. date of vacation of suit premises) till the date of its reliazation. Cost of the suit is also awarded in favour of plaintiff and against the defendant.

Sl. No.	PLAINTIFF	AMOUNT (IN RS.)	DEFENDANT	AMOUNT (IN RS.)
1	Stamp for plaint	56000/-	-	-
2	Stamp for Power	2/-	Stamp for Power	-
3	Stamp for exhibits	-	Stamp for exhibits	-
4	Plader's Fee	-	Stamp for exhibits	-
5	Subsistence for witnesses	-	Subsistence for witnesses	-
6	commissioner's fee	-	commissioner's fee	-
7	miscellaneous	4/-	miscellaneous	-
8	Service of process	4/-	Service of process	-
	Total	56010/-	Total	-

Given under my hand and the seal of this court on this 15.11.2025.

(Ajay Kumar Jain)

DISTRICT JUDGE

Commercial Court, (Digital-04)

Saket Courts, South District

New Delhi/15.11.2025

28 NOV 2025

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परिक्षक/Examiner