



has been passed in an appeal filed by the tenant challenging a decree under Order XII Rule 6 CPC directing him to hand over vacant and peaceful possession of property bearing, RZ-1/2, Third Floor, South Extension Part- III, Uttam Nagar, New Delhi- 110059 (hereinafter, 'suit property'). By the impugned order, the decree has been set aside. This Court had, on 5th June 2020 after hearing the Appellant and the tenant, come to a prima facie conclusion that the tenant is attempting to renege from the rent agreement which has been signed by him. Also, the tenant's interpretation, that the said agreement is a loan agreement, is not prima facie sustainable. In view of these prima facie findings this court had directed as under:

"8. Accordingly, issue notice to the Respondent. Mr. Shashi Shukla accepts notice. He submits that he is returning to Delhi next month. Accordingly, list this matter for hearing on 27<sup>th</sup> July, 2020. In the meantime, the Respondent shall continue to pay Rs. 9,000/- per month to the w.e.f. 1st June, 2020, subject to further orders of this Court. The Respondent shall also not part with, alienate or create any third-party interest in the third floor of the property."

The tenant had clearly submitted that though he is in possession of the suit property, currently no one resided therein. Accordingly, the tenant was directed to pay a sum of Rs.9000/- to the Appellant w.e.f. 1st June 2020.

5. The tenant who had joined the hearing on the said date through video- conferencing also took a further plea that he had taken the premises on rent Digitally Signed By:SINDHU KRISHNAKUMAR Signing Date:26.09.2020 18:42:54 from one Mr. Sunil Kumar. In view thereof, the said Mr. Sunil Kumar was directed to be impleaded as Respondent No.2 in this appeal.

6. On the next date of hearing i.e. 27th July, 2020 the tenant did not appear in the matter. Even the monthly charges, as directed, were not paid. Respondent No.2 also submitted that he is not in possession of the property. Accordingly, in order to safeguard the property this Court had directed the SHO of the local area to visit the suit property. Upon visiting, if it was found that no one resided therein, the SHO was directed to lock the property and deposit the keys with the Registrar General. The SHO has now submitted the report, as per which on the date of visit i.e., 3rd September, 2020, he found the tenant residing in the property.

7. From the events that have transpired it is clear that the tenant is enjoying the property in question and still not paying any use and occupation charges to the Appellant. There has thus been clear non-compliance of the order dated 5th June, 2020, passed by this court. The payment of Rs.9,000/- per month, with effect from 1st June, 2020 in terms of the directions in the said order, has not been made by the tenant to the Appellant.

8. After seeing the conduct of both the Respondents, this Court is of the view that there is a clear collusion between them. Further in respect of a very valuable property, the Respondent No.2 appears to have been set up by the tenant who himself is a lawyer, and a rent agreement is being interpreted to be a loan agreement.

9. Accordingly, the tenant is given a last and final opportunity to make the payment of the monthly use and occupation charges of Rs.9,000/- per month to the Appellant w.e.f. 1st June 2020 within two days, failing which, the tenant shall deposit the keys of the property with the Registrar General of this Court Digitally Signed By:SINDHU KRISHNAKUMAR Signing Date:26.09.2020 18:42:54 within one week from today. The said deposit shall be subject to the further orders of this Court which may be passed in the present appeal.

10. The present order is being passed in order to ensure that no further rights are created in the favour of any third parties, in respect of the suit property, as the Court severely doubts the bonafide of both the Respondents in the present case.

11. Mr. Rajat Aneja, ld. counsel for the Appellant, submits that prior to the filing of this suit, the tenant was paying the monthly rent to the Appellant by cheques and on several occasions, the cheques have also been dishonoured. He thus prayed that entire outstanding rent should be paid by the tenant. Insofar as outstanding rent is concerned, the same shall be dealt with on the next date. The Appellant is given liberty to approach this Court, if the orders passed today are not complied with.

12. Parties are permitted to file additional documents they wish to rely on. Before the next date, all such additional documents be placed on record.

13. List on 18th November, 2020.

PRATHIBA M. SINGH, J SEPTEMBER 25, 2020 Rahul/ Ak