

**IN THE COURT OF MS. DIVYA GUPTA,
CIVIL JUDGE-03,
CENTRAL DISTRICT, TIS HAZARI COURT, DELHI**

New Case No. 790/2020

- 1. SH. SAHIL GROVER, PARTNER,
M/S. DE ORCHID GLOBAL TRADING COMPANY,
AT SHOP NO. 3 & 5, PROPERTY NO. 923,
GALI NO. 1, NAIWALA, FAIZ ROAD,
KAROL BAGH, NEW DELHI-110005.**
- 2. SH. GAURAV CHUGH, PARTNER
M/S. DE ORCHID GLOBAL TRADING COMPANY,
R/O J-141, RAJOURI GARDEN,
NEW DELHI-110027.**
- 3. RAJNI
W/O SH. ARUN KUMAR GROVER
PARTNER
M/S. DE ORCHID GLOBAL TRADING COMPANY,
AT SHOP NO. 3 & 5, PROPERTY NO. 923,
GALI NO. 1, NAIWALA, FAIZ ROAD,
KAROL BAGH, NEW DELHI-110005.**
- 4. SMT. SABEENA CHUGH
W/O SH. GAURAV CHUGH, PARTNER,
M/S. DE ORCHID GLOBAL, TRADING COMPANY,
R/O J-141, RAJOURI GARDEN,
NEW DELHI-110027.**

..... PLAINTIFFS

VERSUS

**SH. ARUN GROVER
S/O LATE SH. GOBIND RAM,
R/O 7, PASCHIM VIHAR EXTENSION,**

NEW DELHI-110063.

..... DEFENDANT

Date of Institution of the suit : 15.05.2020

Date of judgment passed : 30.09.2020

SUIT FOR PERPETUAL INJUNCTION

JUDGMENT ON ADMISSION UNDER ORDER 12 RULE 6 C.P.C.

1. The present suit has been filed by the plaintiffs seeking relief of perpetual injunction against the defendant.

2. The factual matrix of the matter, as culled out from the bare perusal of the plaint is as follows:-

“That the plaintiffs are businessmen and they are doing partnership business in the name of M/s. DE Orchid Global Trading Company having its office at 3 and 5, Property no. 923, Gali no. 1, Naiwala, Faiz Road, Karol Bagh, and New Delhi, hereinafter referred as “suit property”. It is averred that plaintiffs are engaged in the business of trading and manufacturing of industrial raw materials. In the above said suit property plaintiffs were inducted as tenant by the defendant in pursuant to the lease deed dated 04.10.2016 and at the monthly rent of Rs. 11,000/- including house tax and excluding conversion charges, electricity charges and water charges. The tenancy of plaintiffs starts from 01.10.2016 and as per the lease deed, it ends on last day of the same month. Lease is from month to month basis. The rent of the suit property stands paid up to the

month of December 2019. Thereafter, the defendant refused to accept the rent and during the last week of December 2019, plaintiffs received legal notice dt. 18.12.2019 from the defendant wherein defendant had called upon the plaintiffs to hand over the possession of the suit property to the defendant within 7 days. In the said notice, defendant also stated that he had filed an eviction petition against four persons namely Ms. Anju, Ms. Seema, Ms. Kranti and Ms Ritu and that Exparte judgement has been passed in favour of the defendant against the above said four persons and consequently possession of the suit property has been taken by the defendant through process of law by police aid. The above said legal notice which sent by defendant to the plaintiffs is bad in law as the tenancy of the plaintiff has not been revoked and there is still a relationship landlord and tenant between the parties. The defendant has colluded with the above said four persons who are the daughters of Late Sh. Gopal Dass Arya and the defendant in fact wants to seek eviction of the plaintiffs from the suit property. In reply to the above said notice, the plaintiffs had notified the defendant to withdraw the said notice and not to act upon it. However, defendant is adamant to interfere in the use and possession of the plaintiffs qua the suit property as well as dispossess the plaintiffs by way of illegal and unlawful means.

Hence, the present suit has been filed with a prayer seeking decree of perpetual injunction in favor of the plaintiffs and against the defendant thereby restraining him from interfering in the use, enjoyment and possession of the plaintiffs qua the suit property and further restraining him from dispossessing the plaintiffs from the suit property by using force,

illegal and unlawful means without following due process of law.”

3. On service of notice defendant appeared and he filed written statement on court's official ID via email as well hard copy in the Court wherein he admitted the averment of the plaintiff that plaintiffs were inducted as tenant in the suit property by him in pursuance of the lease dt. 04.10.2016 at monthly rent of Rs. 11,000/-. However, in the WS defendant denied the averment of the plaintiffs that the plaintiffs were regular in payment of rent and specifically pleaded that plaintiffs were sometimes irregular in making of the payment of rent. Further, denied the averment of plaintiffs that defendant refused to accept the rent or is trying to dispossess the plaintiff without due process of law. It is further specifically pleaded in the written statement that defendant has no intention to put the law in his hands and he will file the appropriate suit to get the plaintiff evicted from the suit property lawfully.

4. Thereafter, on 16.07.2020, a recorded statement of defendant namely Sh. Arun Grover was sent on behalf of defendant on the Court's official ID via email along with ID proof of the defendant wherein defendant undertook not to take the possession of the tenanted portion of the suit property without due process of law. The signed hard copy of the above mentioned statement of Sh. Arun Grover, son of Late Sh. Govind Ram was also filed in the Court on 26.08.2020 wherein he specifically undertook not to take the possession of the tenanted portion of shop no. 3 and 5 which is part of property no. 923, Gali no. 1, Nai Wala Faiza Road, Karol Bagh,

Delhi without due process of law.

On the basis of above said statement of defendant, namely Sh. Arun Grover, statement on behalf of all the plaintiffs was also filed stating that in view of the statement given on behalf of the defendant on 16.07.2020, plaintiffs do not have any apprehension/grievance against the defendant. Prayed that present suit be decreed in terms of the statements given on behalf of the plaintiffs as well as defendants and on the basis of admission of landlord-tenant relationship on behalf of the defendant under order 12 Rule 6 C.P.C.

5. Order 12 Rule 6 (1) CPC provides that where admission of facts has been made either in the pleadings or otherwise, whether orally or in writing, the court may at any stage of the suit, either on the application of the party or on its own motion, without waiting for the determination of any other question between the parties, make any such order or give such judgement as it may think fit, having regard to such admissions. The main object of the above said rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled.

6. It is a well settled law that landlord cannot dispossess the tenant by show of force or by adopting any illegal or unlawful means other than due process of law. In case of "*P.K. Ahuja vs. Monica Jolly Rao*" AIR 1989 SC 2097, it was held by the Hon'ble Apex Court that, "*It is a well-settled law in this country that where a person is in settled possession of property,*

even on the assumption that he had no right to remain on the property, he cannot be dispossessed by the owner of the property except by recourse to law.”

The Hon’ble Supreme Court held in the judgment titled as *Rame Gowda vs M. Varadappa Naidu AIR 2004SC 4609* that, *“If the trespasser is in settled possession of the property belonging to the rightful owner, the rightful owner shall have to take recourse to law; he cannot take the law in his own hands and evict the trespasser or interfere with his possession. The law will come to the aid of a person in peaceful and settled possession by injunction even a rightful owner from using force or taking law in his own hands, and also by restoring him in possession even from the rightful owner (of course subject to the law of limitation), if the latter has dispossessed the prior possessor by use of force.”*

7. In the present suit the defendant namely Sh. Arun Grover, in his pleadings i.e., written statement has clearly admitted that plaintiffs were inducted as tenants in respect of the suit property via lease deed dated 04.10.2016. Hence, the relationship of landlord-tenant between plaintiffs and defendant has been admitted by the defendant. The only relief which the plaintiffs are seeking against the defendant is the relief of permanent injunction thereby restraining him from interfering in the use and enjoyment and possession of the plaintiff qua the suit property and not dispossessing the plaintiffs from the suit property by use of force or any illegal and unlawful means other than due process of law. In this regard, defendant has

also placed on record his signed statement clearly undertaking that he will not take the possession of the tenanted portion of the suit property without due process of law. It has further been prayed and argued on behalf of the plaintiffs for the decree in terms of the admission of landlord tenant relationship made on behalf of the defendant as well his statement containing an undertaking.

8. It is a well settled law that when it is admitted that the plaintiff is in the possession of the premises in question as a tenant at sufferance, he cannot be thrown out from the premises forcibly or in another words without due process of law. If the tenancy of the premises has been terminated, the defendant has efficacious remedy available with him to file a suit for recovery of possession of the suit premises as per law. Hence, plaintiffs cannot be dispossessed of the suit property without due course of law.

RELIEF

9. Hence, in view of the aforesaid discussion and observations, the suit for perpetual injunction is hereby decreed in favor of the plaintiffs and against the defendant. Defendant is hereby restrained from interfering in the use, enjoyment and possession of the plaintiffs qua the suit property as well as from dispossessing the plaintiffs from the suit property by illegal or unlawful means other than due course of law.

Parties to bear their own costs.

Decree sheet be prepared accordingly.

File be consigned to Record Room after due compliance.

**Announced on the cisco webex
today on 30.09.2020**

DIVYA Digitally signed
by DIVYA GUPTA
GUPTA Date: 2020.09.30
15:07:27 +05'30'

**(DIVYA GUPTA)
Civil Judge-03/Central
Tis Hazari Courts, Delhi**

NOTE: There are total 8 pages in this judgment. Each page has been checked and signed by me.

CS. NO. 790/2020

SAHIL GROVER VS. ARUN GROVER

30.09.2020

HEARD THROUGH PHYSICAL HEARING

Present: Plaintiff no. 1 in person.
None for defendant.

Courts were under lockdown due to COVID pandemic from 22.03.2020 to 31.07.2020.

Put up for orders at 04:00 pm.

DIVYA Digitally signed
GUPTA by DIVYA GUPTA
Date: 2020.09.30
15:08:08 +05'30'

(DIVYA GUPTA)
CIVIL JUDGE-03(C), THC
30.09.2020

At 04:00 pm

Present: None.

Vide my separate judgement of even date under Order 12 Rule 6 CPC, announced on cisco webex, the suit of the plaintiff is hereby decreed in favour of the plaintiffs and against the defendant. Defendant is hereby restrained from interfering in the use, enjoyment and possession of the plaintiffs qua the suit property as well as from dispossessing the plaintiffs from the suit property by illegal or unlawful means other than due course of law.

Parties to bear their own costs.

Decree sheet be prepared accordingly.

File be consigned to Record Room after due compliance.

DIVYA Digitally signed
GUPTA by DIVYA GUPTA
Date: 2020.09.30
15:08:37 +05'30'

(DIVYA GUPTA)
CIVIL JUDGE-03(C), THC
30.09.2020