

IN THE COURT OF MS. SHEFALI BARNALA TANDON:
ADMINISTRATIVE CIVIL JUDGE- CUM- ADDITIONAL RENT
CONTROLLER (CENTRAL) : DELHI

E-77865/16

In the matter of:-

Smt. Neelam Kochhar,
W/o. Sh. Kamal Kochhar,
R/o H.No. 19, Road No. 16,
First Floor, East Punjabi Bagh,
New Delhi-110026.

....Petitioner

Versus

Sh. Yogesh Sharma,
M/s. R.R. Hydraulic Works,
313/36-C, Ground Floor,
Chappal Market, Main Road,
Inderlok, New Delhi-110035.

....Respondent

Date of Institution : 16.12.2015
Date of order when reserved : 17.06.2020
Date of order when announced : 30.06.2020

JUDGMENT:

1. Vide this judgment, the undersigned shall decide the petition filed under Section 14 (1) (a) of the Delhi Rent Control Act, 1958 (hereinafter referred to as the Act), of the petitioner seeking eviction

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of the respondent in respect of a shop measuring about 15'x 15', situated on the ground floor of the property bearing no. 313/36-C, Inderlok, Delhi-110035 (hereinafter referred to as the 'tenanted premises'), as shown in red colour in the site plan attached to the petition.

2. The brief facts of the case, as narrated in the petition, are that the petitioner is the owner/ landlord of the 'tenanted premises'. The tenant is an old tenant, who was inducted orally and no written agreement was executed between them. The 'tenanted premises' were let out to the respondent for commercial purpose at the monthly rent of Rs.1800/- per month excluding all other charges, however the same has been increased to Rs. 1980/-p.m. excluding electricity and other charges w.e.f. June, 2015.

3. It is averred that the respondent is in arrears of rent @ Rs.1800/- p.m. from April, 2015 till date. The petitioner sent a demand notice dated 22.05.2015 to the respondent to pay the arrears of rent @ Rs. 1800/- per month from April, 2015 till date, but the respondent did not comply with the said demand notice. It is also averred that she is entitled to enhance the rate of rent as per the provisions of DRC Act and such the current rate w.e.f. June, 2015 is to be charged @ Rs.1980/- per month excluding the other charges. The respondent is liable to pay rent along with interest @ 18% per annum.

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4. The respondent instead of tendering the rent to the petitioner, sent cheques towards arrears of rent to her Counsel, who returned it as there was no instructions to receive it. The respondent is intentionally and deliberately harassing the petitioner by not making the payment. The respondent with oblique motive without tendering the rent to the petitioner filed applications U/s 27 of DRC Act for the deposit of rent, which was allowed without prejudice to her rights vide order dated 31-07-2015 & 29-10-2015 by the Courts.

5. As per the oral agreement, the respondent is required to pay rent of the 'tenanted premises' in advance of each month of the English Calendar but he is in arrears. Hence, the petitioner has prayed for grant of an eviction order under Section 14 (1) (a) of the D.R.C. Act against the respondent.

6. Notice of the petition was served upon the respondent by way of ordinary process and written statement was filed on 16.03.16. replication has also been filed on behalf of the petitioner. Thereafter, order under Section 15 (1) of D.R.C. Act was passed on 17.04.2017.

7. In written statement, it is contended by the respondent that petitioner wants to increase the rent of the 'tenanted premises' by over 50%, on refusal of which he is burdened with litigation. The petitioner had earlier filed two petitions for eviction on the ground of bonafide requirement, however, the same were dismissed. The present petition is contrary the record, as non-payment of rent from

April, 2015 till date is alleged, however the petitioner had admitted deposited of rent for the month of April, 2015 and May, 2015 to September, 2015 in DR petitions No. 128/2015 and No. 562/2015 respectively, within the time prescribed U/Sec 26 of DRC Act. Thereafter, respondent has filed another DR petition bearing No. 126/16 and deposited the rent for the month of October, 2015 to February, 2016. It is further contended that the rent was tendered for the month of March, 2016, through money order dated 09.03.2016 but was also been refused by the landlady/petitioner on 12.03.2016. The rent was tendered through various modes but the petitioner refused the same. Hence, the present petition is with malafide intention to harass and evict the respondent. The petition is without any cause of action. It has also been contended that the 'tenanted premises' is a shop admeasuring only 12"x12" and not 15"x15", hence the site is denied, being false. However the tenancy of the respondent qua the 'tenanted premises' for commercial purpose is admitted.

8. In the replication to the written statement filed by the petitioner, the averments made in the petition have been reiterated and reaffirmed while denying the contentions of the respondent.

9. In support of her case, the petitioner has got examined herself as PW-1 and tendered her evidence by way of affidavit Ex. PW-1/A. She deposed almost on the same lines as averred in the petition and proved on record the documents ie. Ex. PW-1/1 is the site plan; Ex.

PW-1/2 is the legal notice dated 22.05.2015 & Ex. PW-1/3 is the copy of passbook of her saving bank account.

During her cross-examination, she denied the suggestion that she filed two evictions petition, however, voluntarily stated that she filed one petition for eviction on bonafide need but the same was dismissed. She denied that the area under tenancy of respondent is 12'x12' and not 15'x 15'. She stated that her address mentioned in her affidavit Ex. PW-1/A and mentioned by her today in Court is incorrect, as both the ground and first floor of the aforesaid address is in her joint ownership with her brother-in-law. She admitted that all correspondence/post were received by her at both the address i.e. ground floor as well as first floor of the premises. She stated that Ex. PW-1/D-1 is the reply of her demand notice dated 22.05.2015 and the same was received by her and her counsel. She admitted that the address mentioned at the bottom on Ex. PW-1/D-1 is correct. She further deposed that she has not received the payment of rent as per order dated 17.04.2017. She has not received the rent @ Rs.1800/- p.m. since April, 2015. The rent at present of the tenanted premises is Rs.1800/- p.m. She denied the suggestion that she has received the rent or the enhanced rent. She stated that before April, 2015, the respondent was paying the rent in cash and thereafter used to give the cheques & later on started depositing the rent in her bank account, vol. the account no was taken from the Bank itself. She used to give receipt whenever the payment was made to her directly by cheque. Ex. PW-1/R-1 is the last rent receipt dated 07.11.2009 issued to the respondent. She admitted that she has not

issued rent receipts for the rent received to the respondent after 07.11.2009. She also admitted that she has not maintained proper record qua the rent given by the respondent to her. She stated that legal notice dated 22.05.2015 was sent to the respondent under her instructions, but she had not given any instruction to her counsel to return the payment, if received by the respondent. Ex. PW-1/R-2 is the reply sent by her counsel in his personal capacity. She also deposed that she is not aware of any DR petition filed by the respondent for deposit of rent in the Court. She admitted that Ex. PW-1/R-3 is the certified copy of judgment in eviction petition No. 73/12 dated 04.08.2014.

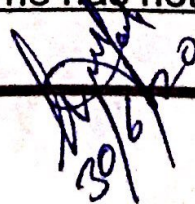
No other witness was examined on behalf of petitioner and petitioner's evidence was closed vide statement dated 19.07.2018.

10. In rebuttal, the respondent examined himself as RW-1 and tendered his evidence by way of affidavit proved as RW-/A. He deposed almost on the same lines as contended in the written statement and also deposed that the petitioner as PW-1 admitted in her cross-examination that the address mentioned on Ex. PW-1/D-1 is her correct address. Therefore, she has falsely claimed that the letters and Money Orders sent to her on that address were not tendered to her. He relied upon the documents as Mark A i.e. copy of DR No. 126/2016 and Mark B is the copy of money order receipt tendered towards rent for month of March, 2016.

During his cross-examination, it is admitted by the respondent

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that he is the tenant in the 'tenanted premises' since 1978 and there was no written agreement qua the same between the parties. He also admitted that there was oral understanding about the amount of rent and the mode of payment of rent between them. He volunteered that initially the rent was not deposited in the bank account of the petitioner, however, the same is been deposited since last year. He further deposed that he could not deposit the rent for the month of April, 2015 in the bank account of the petitioner, as he is not aware about the petitioner's bank account. He admitted that he has not filed the cheque bearing no. 784452 dated 07.04.2015 drawn on SBI towards the rent of the Month of April, 2015. He admitted that there was no understanding between him and the petitioner for tendering of rent in respect of the suit premises to the counsel of petitioner. He admitted that the rent of month was being paid in advance to the petitioner, however volunteered that he used to give cheque towards the rent of the month. He admitted that he has not filed the cheque bearing no. 784507 dated 07.05.2015 drawn on SBI towards the rent of the Month of May, 2015. He denied the suggestion that he has not filed the cheques on record as he never tendered the cheques towards the rent. He further denied the suggestion that he neither tendered the rent nor money order qua rent of April, 2016 to March, 2017. He denied the suggestion that he had filed DR petitions bearing no. 562/15, 126/2016 & 65/2017 without tendering the rent to the petitioner. He denied the suggestion that the 'tenanted premises' has dimension of 15'x15', being internal area but admitted that he has not filed any site plan.



11. The undersigned heard the oral arguments advanced by both the Ld. Counsels for the parties. The entire record has been perused carefully including the written arguments/synopsis filed on behalf of both the parties.

12. The present petition has been filed by the petitioner under Section 14 (1) (a) of D.R.C. Act. To succeed on this ground, a petitioner must satisfy the following ingredients :-

- (i) That there is relationship of landlord and tenant between the parties;
- (ii) That a valid legal demand notice was duly served upon the respondent in accordance with Section 106 of Transfer of Property Act, 1882;
- (iii) That there are arrears of legally recoverable rent; and
- (iv) That the respondent has neither paid nor tendered the entire arrears of legally recoverable rent within two months of date of receipt of legal demand notice.

13. Now the undersigned shall deal with the evidence led by the parties to decide whether the aforesaid ingredients as required U/s 14 (1) (a) of DRC Act have been proved on the record or not. Discussing each ingredient in detail now:

(i) **Relationship of landlord and tenant between the parties**

The respondent has admitted his tenancy under the petitioner in respect of the 'tenanted premises' in the written statement filed by

him and that the 'tenanted premises' were given for commercial purpose. Further, during his cross-examination s RW-1, it is admitted by the respondent that he is the tenant in the 'tenanted premises' since 1978 and there was no written agreement qua the same between the parties. He also admitted that there was oral understanding about the amount of rent and the mode of payment of rent between them. Hence, there is no dispute regarding the status and the relationship of Landlady-tenant stands established between the petitioner and the respondent.

14. Now, coming to the second ingredient in detail ie. (ii) Service of valid legal demand notice upon the respondent/tenant

It is the case of the petitioner that the respondent is in arrears of rent @ Rs.1800/- p.m. from April, 2015 till date, accordingly the petitioner sent a legal demand notice dated 22.05.2015 to the respondent through her Counsel to pay the said arrears of rent, as per the Law. The said legal demand notice has been proved as Ex.PW-1/2 by the petitioner during her evidence.

The respondent has not disputed the service of the said legal demand notice dated 22.05.2015 upon him sent by the petitioner, rather has put the reply sent by him in response to the said notice to the petitioner during her cross-examination, which is proved as Ex. PW-1/D1.

Thus, the service of valid legal demand notice upon the respondent/tenant by the petitioner is not in dispute in the present matter, hence the essential ingredient stands proved.

15. The third ingredient is (iii) Arrears of legally recoverable rent

It is averred by the petitioner that the respondent is in arrears of rent @ Rs.1800/- p.m. from April, 2015 till date. The petitioner averred to send a legal demand notice dated 22.05.2015 to the respondent to pay the arrears of rent @ Rs. 1800/- per month from April, 2015 till date, proved on record as Ex. PW-1/2 but the respondent did not comply with the said demand notice.

In the written statement the respondent has contended that the rent was tendered through various modes but the petitioner refused the same. He had stated to deposit the rent for the month of April, 2015 and May, 2015 to September, 2015 in DR petitions No. 128/2015 and No. 562/2015 respectively and for the month of October,2015 to February, 2016 in DR petition bearing No. 126/16. It is further contended that the rent was tendered for the month of March, 2016, through money order dated 09.03.2016 but was refused by the landlady/petitioner on 12.03.2016.

16. As per record, the present petition is instituted on 16.12.2015 and vide order dated 17.04.17 of the Ld. Predecessor, the respondent was directed to deposit the entire arrears of rent at admitted rate of Rs 1,980/- per month excluding all other charges w.e.f. March, 2016 in the Bank account of the petitioner without prejudice to the rights and contenting of both the parties. With this background, admittedly there are arrears of legally recoverable

rent from April, 2015 till date payable to the petitioner/ landlady.

17. Now coming to the last and most important ingredient ie. (iv) The respondent has neither paid, nor tendered the entire arrears of legally recoverable rent within two months of date of receipt of legal demand notice.

It is averred by the petitioner that the respondent is in arrears of rent @ Rs.1800/- p.m. from April, 2015 till date. The petitioner sent a demand notice dated 22.05.2015 to the respondent to pay the arrears of rent @ Rs. 1800/- per month from April, 2015 till date, but the respondent did not comply with the said demand notice. It is also averred that she is entitled enhance the rate of rent as per the provisions of DRC Act and such the current rate w.e.f. June, 2015 is to be charged @ Rs.1980/- per month excluding the other charges. The respondent is liable to pay rent along with interest @ 18% per annum. As per the oral agreement, the respondent is required to pay rent of the 'tenanted premises' in advance of each month of the English Calendar but he is in arrears.

However, the respondent instead of tendering the rent to the petitioner, sent cheques towards arrears of rent to her Counsel, who returned it as there was no instructions to receive it. The respondent is intentionally and deliberately harassing the petitioner by not making the payment. The respondent with oblique motive without tendering the rent to the petitioner filed applications U/s 27 of DRC Act for the deposit of rent, which was allowed without prejudice to her rights vide order dated 31-07-2015 & 29-10-2015 by the Court.

18. Per contra, the respondent submitted that he has tendered rent for each month starting from April, 2015 to February, 2016 within the prescribed period but there has been continuous refusal each month. Due to this he was left with no option but to file DR petitions. It is also submitted that the rent for the month of March, 2016 was sent by Money order dated 09.03.16 but it was also refused by the petitioner on 12.03.16. He has given the details of modes through which the rent was tendered as follows:

- For rent of the month of April, 2015 a cheque bearing no. 784452 dated 07.04.15 drawn on SBI for Rs 1,800/- was tendered in person to the petitioner/landlady but she refused to accept. Thereafter, it was send through speed post A.D. through Counsel but it returned with remarks "Refused" on 24.04.15. Then, on 02.05.15 a money order was sent towards the rent but it also returned with the same remarks on 11.05.15.
- For rent of the month of May, 2015 a cheque bearing no. 784507 dated 07.05.15 drawn on SBI for Rs 1,800/- was tendered in person to the petitioner/landlady but she refused to accept. Thereafter, it was send through money order on 27.05.15 but it was returned with the remarks "Refused" on 02.06.15. Then the cheque was sent with the reply to the legal demand notice to the Counsel of the petitioner but it was returned vide letter dated 06.06.15 and re-send to the petitioner vide letter dated 09.06.15 but returned as refused on 11.06.15.
- For rent of the month of June, 2015 a cheque bearing no. 784521

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dated 07.06.15 was tendered in person to the petitioner/landlady but she refused to accept. Thereafter, rent was send money order but it was returned with the same remarks "Refused" on 09.07.15.

- For rent of the month of July, 2015 a money order was sent to the petitioner/landlady but it was returned with the remarks "Refused" on 27.07.15.
- For rent of the month of August, 2015 a money order was sent to the petitioner/landlady but it was returned with the remarks "Refused" on 11.08.15.
- For rent of the month of September, 2015 a money order was sent to the petitioner/landlady but it was returned with the remarks "Refused" on 07.09.15.
- For rent of the month of October, 2015 a money order was sent to the petitioner/landlady but it was returned with the remarks "Refused" on 30.10.15.
- For rent of the month of November, 2015 a money order was sent to the petitioner/landlady but it was returned with the remarks "Refused" on 10.11.15.
- For rent of the month of December, 2015 a money order was sent to the petitioner/landlady but it was returned with the remarks "Refused" on 05.12.15.
- For rent of the month of January, 2016 a money order was sent to the petitioner/landlady but it was returned with the remarks "Refused" on 06.01.16.
- For rent of the month of February, 2015 a money order was sent to the petitioner/landlady but it was returned with the remarks

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"Refused" on 10.02.16.

- For rent of the month of March, 2015 a money order was sent to the petitioner/landlady but it was returned with the remarks "Refused" on 12.03.16.

19. **However, the respondent tenant failed to prove any of these cheques, A.D. or refused money order slips on record, as only photocopies have been filed. It is even admitted by the respondent as RW-1 during his cross-examination that he has not filed the cheque towards the rent of April, 2015 & May, 2015. Even the documents filed with the written arguments are copy to copy certified.** Even otherwise, mere sending of money order would not be considered as a valid tender [*M.K. Mukunthan v. M. Pasupathi, 2001 RLR 537 (SC)*].

20. Coming to the contention of the respondent that he sent the cheque towards rent to the Advocate of the landlady/petitioner with reply to her legal demand notice dated 02.06.15 proved as Ex. PW-1/D1, with the prescribed time, hence it is valid tender. The Court is guided by the Judgment of Hon'ble Delhi High Court in a case titled as **Hazari Lal Vs. Birla Cotton Spg. and Wvg. Mill, 1976 RLR 402**, wherein it was observed that, "If, payment of rent by the cheque is not the agreed mode, then sending a cheque towards arrears of rent cannot be said to be a valid tender, or payment of rent arrears within the meaning of Section 14 (1) (a) of DRC Act. It was observed by the Court that payment by cheque is not a legal tender."

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Thus, even in the present matter the rent sent by way of cheque which was not encashed by the petitioners cannot be held to be payment, or tender of rent."

The respondent admitted during his cross-examination that there was no understanding between him and the petitioner for tendering of rent in respect of the suit premises to the counsel of petitioner. In view of the above case law and admission by the respondent, sending the cheque along with reply to the legal demand notice to the Counsel of the petitioner was not a legal tender of rent.

21. Lastly, coming to the contention of the respondent that as he deposited rent for the month of April, 2015 and May, 2015 to September, 2015 vide DR petitions No. 128/2015 and No. 562/2015 respectively, within the time prescribed U/Sec 26 of DRC Act and thereafter, deposited the rent for the month of October, 2015 to February, 2016 vide DR, petition bearing No. 126/16, which all remained unopposed, it was a valid tender of arrears of rent.

22. However, reliance is placed by the Court upon Judgment in case titled as **Ram Prakash Vs. D.N. Srivastava, 126 (2006) DLT 6**, wherein it was observed by Hon'ble High Court of Delhi as follows:-

"...In my opinion, the words "neither paid nor tendered the whole of the arrears of rent legally recoverable from him within two months of the date on which the notice of demand for payment of arrears has been served" in Section 14 (1) (a) of the Act would include in its

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ambit the interest accrued on the contractual amount as "rent" for use and occupation of the premises in question. The interest accrued on late payment under Section 26 of the Act becomes arrears of rent legally recoverable and if not paid within two months of the date of which notice of payment for arrears of rent has been served on the tenant can render the tenant liable to be eviction under Section 14 (1) (a) of the Act. For this proposition of law, I need hardly go beyond a judgment of the Supreme Court in Rakesh Wadhawan and Ors. v. Jagdamba Industrial Corporation and Ors. where the Supreme Court, though appreciating the provisions of East Punjab Urban Rent Restriction Act, 1949, has, with reference to the Delhi Rent Control Act, held that interest on arrears is part of rent required to be deposited by the tenant at the first hearing. It goes without saying that even the increase of rent by ten per cent envisaged under the Delhi Rent Control Act, would be legally recoverable rent and if the increase of ten per cent, as demanded in accordance with law, has not been paid or tendered within two months of the service of notice upon the tenant, action would lie under Section 14 (1) (a) of the Act. The tenant cannot claim protection of contractual rates for use and occupation of the premises contrary to the statutory mandate which makes it obligatory upon the tenant to pay interest on delayed payment of rent as also enjoins upon him to pay a ten per cent increase in rent over the period of time. Consequently, I hold that "rent" includes in its ambit "contractual rent" together with "interest on delayed payment", if any, as also "statutory increase of rent" for the purpose of eviction under

Section 14 (1) (a) of the Act”.

23. Further, reliance is placed upon Judgment in case titled as **Puneet Bajaj Vs. Baldev Kumar Pahwa, CM(M) 910/2008**, it was observed by Hon'ble High Court of Delhi as follows :-

“6. The issue whether tendering of rent by money order was a valid tender or not is no more res integra. It is now settled law that in case money order is refused by the landlord or is not received for any reason whatsoever by the landlord, the next step to be taken by the tenant is to deposit the rent under Section 27 of DRC Act and mere sending of money order would not be considered as a valid tender [M.K. Mukunthan v. M. Pasupathi, 2001 RLR 537 (SC)]. I, therefore, find no force in the petition of the tenant assailing the order of learned ARCT on the above two counts.

7. XXX

8. XXX

9. XXX

10. This Court in **Ragbir Singh v Sheela Wanti (2009) 2 RCR 220** observed as under :

“6. It is contended by learned counsel for the landlord that though the tender of rent to the advocate was not a legal tender, however, even if it is considered as a legal tender, the tenant had not made tender of rent due on the date of tender. The rent due would have included rent up to October 1992 plus interest @ 15% per annum as provided under Section 26 of DRC Act.....

12. This amendment (in Section 26 of DRC Act) was

inserted by the legislature in 1988. The amendment makes it abundantly clear that the rent is to be paid month by month and where any default occurs for payment of rent, the tenant has to pay simple interest @ 15% per annum from the date of which such payment of rent became due till the date when it is paid. Thus, the legislature made it clear that in case the rent is not tendered month by month by the tenant, the tenant incurs additional legal liability of paying interest @ 15% on the amount due for the delayed period. This additional liability has become part of the rent. A landlord can recover from the tenant only legally recoverable arrears rent and the landlord has no liberty to recover beyond what has already been agreed upon between the parties or the market rent. Where the rent is not paid by month to month, the interest over the rent, as levied by the statute, becomes part of the legally recoverable rent and it cannot be said that unless there is an amendment in Section 14 (1) (a) or Section 15, the provisions of Section 26 would not apply. The rent due would mean that the rent due as per law and where the law specifically provides that if rent is not paid for the month when it is due, it has to be paid with interest of 15% per annum, then the rent due would include the rent plus the interest over it. The tenant in this case had been tendering rent with a gap of six month or nine month or so and had not been tendering rent month by month. The tenant had to tender rent along with accrued interest of 15% per annum to the landlord in view of the statutory provisions of DRC Act. In the case in hand, the landlord had specifically demanded interest of 15% over the delayed rent from the tenant vide notice of demand and

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once this notice is made, non tendering of rent with interest, tantamount to non fulfillment of obligation under Section 14 (1) (a) of DRC Act. I consider that the tender made by the tenant was not in accordance with law and was not a valid tender.

11. XXX

12. In **Atma Ram v Shakuntala Rani (supra)**, the Supreme Court had categorically laid down as to what is required to be done by the tenant in case of refusal and observed as under:

"19. It will thus appear that this Court has consistently taken the views that in Rent Control Legislations if the tenant wishes to take advantage of the beneficial provisions of the Act, he must strictly comply with the requirements of the Act. If any condition precedent is to be fulfilled before the benefit can be claimed, he must strictly comply with that condition. If he fails to do so he cannot take advantage of the benefit conferred by such a provision."

24. Therefore, as per above case laws, interest @ 15% per annum on the delayed payment of rent is a legally recoverable part of the rent, further a petition filed U/s 27 of DRC Act without paying the interest on the delayed payment will not amount to due payment of rent. Furthermore, the DR petitions are without prejudice to rights and contentions of the parties.

25. Still further, the respondent has not filed on record any document/challan/cheque to show that he is depositing the rent for the said period in the said DR petitions. Hence, there is no

substance in the arguments of the respondent qua deposit of rent. In view of the evidence in this regard and legal position, the Court is of the considered opinion that the petitioner has successfully proved that the respondent is still in arrears of legally recoverable rent for the period w.e.f. April, 2015 to till date.

26. It is admitted case of the petitioner that the rent was @1800/- p.m. for the month of April, 2015 and May, 2015 & thereafter the rent has increased from June, 2015 to @ Rs.1980/- p.m. excluding other charges as the respondent has not disputed the said rate of rent of the 'tenanted premises'.

27. In view of the discussion herein above, the petitioner has been able to prove on the record that the respondent has neither tendered, nor paid the arrears of legally recoverable rent on receipt of legal demand notice. Therefore, the petitioner has been able to make out a case U/s 14 (1) (a) of DRC Act. Respondent is directed to clear all arrears of rent @ Rs.1800/- per month excluding other charges for the month of April, 2015 & May, 2015 and thereafter deposit the rent as per increased rate of rent w.e.f. June, 2015 till date @ Rs.1980/- excluding other charges along with interest @ 15% per annum within one month from today.

28. Issue court notice to the respondent who shall be served with the copy of this judgment. The Process Server is directed to serve the respondent by way of affixation, in case of refusal/non-

availability/lock on the premises. Further, the photographs of affixation be obtained at the expenses of the petitioner, which be filed in the court along with the report by the Process Server.

29. Nazir is directed to maintain miscellaneous file for consideration of benefit U/s 14 (2) of DRC Act, for 10.08.2020. Nazir to report regarding compliance of order U/s 15 (1) of DRC Act. Parties are also directed to file statement of accounts regarding deposit of arrears of rent. The question whether respondent is entitled to benefit U/s 14 (2) of DRC Act or not be considered on 10.08.20. A copy of this judgment be placed in the miscellaneous file. No order as to costs.

File be consigned to Record Room.

Announced through
Video conferencing
on 30.06.2020

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(SHEFALI BARNALA TANDON)
Administrative Civil Judge-cum-
Additional Rent Controller (Central)
Delhi.

(This judgment contains 21 pages in total)