* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

\+ **RFA No. 21/2018**

% **8th January, 2018**

PRAVEEN SAINI ..... Appellant

Through: Mr. Anupam Srivastava, Ms. Monika Srivastava and Mr. Dhairya Gupta, Advocates with appellant and his wife in person.

versus

REETU KAPUR & ANR. ..... Respondents

Through: Mr. Fanish K. Jain and Mr. Vikas Bapu Rao, Advocates.

CORAM:
HON'BLE MR. JUSTICE VALMIKI J.MEHTA

To be referred to the Reporter or not? **YES**

VALMIKI J. MEHTA, J (ORAL)

CAVEAT No. 9/2018

Since counsel for the caveator has entered appearance, the caveat stands discharged.

RFA No. 21/2018 and I.A. No. 694/2018 (for stay)

1. As Court of law, considering the society that we live in today, there are a flood of cases where each case seeks to out do the other case so far as dishonesty is concerned. Dishonest litigants have

no qualms in going to the extremes of dishonesty not only to prejudice the opposite side in litigation but also put the system of litigation itself to question only because procedural matters and the system of adjudication on account of pendency of heavy backlog is taking considerable time of Courts. The present is a fit case on account of complete and outright dishonesty of the appellant who is a tenant refusing to vacate the tenant premises as also raising completely unfounded defences, along with dismissal of the appeal it will also be required that this Court not only gives directions for filing of an FIR against the appellant under Section 209 IPC for filing a false claim in Court, but also this court initiate Contempt of Court proceedings because of the outright dishonest and false claim/defence set up by the appellant. With these preliminary statements let us turn to the facts of this Regular First Appeal filed under Section 96 of Code of Civil Procedure, 1908 (CPC).

2. This RFA is filed by the defendant in the suit impugning the judgment of the trial court dated 25.9.2017 by which the trial court has decreed the suit filed by the respondents/plaintiffs/landlord under Order XII Rule 6 CPC so far as the grant of relief of possession of the

suit premises is concerned. The suit premises is the property situated on a plot bearing No. 53, Block-B, Pocket-10, Sector-13, Dwarka, New Delhi-110075.

3. The facts of the case are that a registered lease deed dated 14.7.2014 was entered into between the respondents/plaintiffs/landlord with the appellant/defendant/tenant. As per this registered lease deed, duly registered with the office of Sub-Registrar, Janakpuri, New Dehi, the monthly rent was Rs.1,12,000/- for the suit premises from 15.7.2014 till 14.6.2015, Rs.1,34,000/- per month from 15.6.2015 till 14.5.2016 and Rs.1,50,000/- per month from 15.5.2016 till 14.7.2017. Appellant/defendant was also liable to pay a fixed amount of Rs.1,000/- per month as water charges.

4. In terms of Clauses 3, 23, 31 and 35 of the registered lease deed dated 14.7.2014, either of the parties to the same could terminate the tenancy by giving a three months notice in writing without assigning any reason.

5. Appellant/defendant was habitual in defaulting in the payment of rent. The subject suit was filed on 2.2.2016 because as on this date a sum of Rs.4,99,800/- was due. It is also required to be noted

by this Court that from 2.2.2016 till date in January 2018, not a single rupee has been paid by the appellant/defendant towards arrears of rent except it is stated that for a period of four months rent at Rs. 82,000/- has been paid as stated by the appellant/defendant and which period of payment is stated to be of three months by the respondents/plaintiffs/landlord. It is also stated on behalf of the respondents/plaintiffs/landlord that in fact even for this period of 3/4 months the admitted rate of rent has not been paid but only an amount of Rs.82,000/- per month was paid.

6. Since the appellant/defendant failed to regularly pay the rent, hence the respondents/plaintiffs/landlord was not interested in continuing with the tenancy and therefore the tenancy was terminated by serving a legal notice dated 5.10.2015 giving the notice of three months time as required under Clauses 3, 23, 31 and 35 of the registered lease deed dated 14.7.2014.

7. Appellant/defendant appeared in the suit and filed his written statement. The case set up by the appellant/defendant was that the registered lease deed dated 14.7.2014 entered into by him was signed by him without going through the same on account of paucity

of time and actually as per this agreement the respondents/plaintiffs had agreed to sell the suit property to the appellant/defendant. Appellant/defendant pleaded total sale consideration of Rs.2,50,00,000/- for selling of the suit property to appellant/defendant, and of which a sum of Rs.50,00,000/- was said to be paid in cash at the time of entering into the agreement on 14.7.2014. The case of the appellant/defendant was that he was required to pay the respondents/plaintiffs as per his capacity from month to month basis the total balance sale consideration of Rs.2 crores within a period of five years from 14.7.2014. Accordingly, it was pleaded that there was no relationship of landlord and tenant between the parties but the appellant/defendant was a prospective purchaser of the suit property.

8. By the impugned judgment, trial court has decreed the suit under Order XII Rule 6 CPC by referring to the admissions made by the appellant/defendant in earlier judicial proceedings being a criminal complaint case filed by the appellant/defendant against the respondents/plaintiffs. In this criminal complaint filed under Section 200 Cr.P.C. before the Court of the Metropolitan Magistrate, Dwarka, Delhi, the appellant/defendant has clearly stated in para 2 that he is in

possession of the premises as a tenant from 8-9 years and that he has been paying rent to the respondent/accused regularly. The relevant para of the judgment of the trial court dealing with this aspect is para 8 and this para reads as under:-

> "8. The most important document relied upon the plaintiffs to show the relationship of landlord and tenant between the plaintiffs and defendant is rent agreement dated 14.07.2014. Defendant has not denied the execution of this document, instead he has taken the defence that the said document was got signed from him and registered with the Sub-Registrar on the pretext that same is the document with respect to the purchase of suit property. This defence taken by the defendant is not tenable in view of the fact that when a person is visiting the office of Sub-Registrar for execution of a document for sale-purchase of a property for a consideration as high as Rs.2.50 crores, as per the defendant's own version in his written statement, , it is highly unimaginable that he has not taken care of the fact that what documents are being executed. A person who is investing such a huge amount for the purpose of purchase of a property, he is presumed to be vigilant as to the contents of the documents and also when same is executed and registered before the Sub-Registrar. In his written statement defendant has stated that he had made the payment of Rs.50 lacs in cash at the time of execution of agreement and also stated that he has made the total payment of Rs.70,50,000/- to plaintiffs till date but he has not disclosed in his written statement how such a heavy payment which is in cash has been arranged by him. He even has not produced any document in respect of such heavy payment. There is even no whisper of such document. Defendant was required to explain his stand taken in the written statement but same has not been done. The shallowness of his defence further found support from the documents which have been annexed alongwith the plaint as well as alongwith the application under Order 12 Rule 6 CPC. Defendant has not given proper reply as to the nature of those documents. In his reply to the application, he has merely stated that plaintiff has manipulated and fabricated those documents to get a decree from the Court. He has stated that no such document of tenant verification has been executed by the defendant and has further denied that defendant had applied for telephone connection alongwith the copy of rent deed. But he is silent about the complaint under Section 200 Cr.P.C. filed by him against the plaintiffs in the Court of Ld. Metropolitan Magistrate and para no. 2 of the said complaint states that "the complainant is in possession of property bearing no. 53-B, Block-B, Pocket-10, Sector-13,

Dwarka, New Delhi-110075. He is a tenant of the accused for the last 8-9 years in the above mentioned premises". This document is a vital document and despite the plaintiffs' specific averment in their application about this complaint, defendant has not given any answer to the same. It is a well settled principle of law that evasive reply and false moonshine defence taken by the defendant can be read against him for the purpose of deciding the application on admission under Order 12 Rule 6 CPC. In ***Earthtech Enterprises Ltd. Vs. Kuljit Singh Butalia 2013 (199) DLT 194*** it has been held that "in P.P.A. Impex Pvt. Ltd. VS. Mangal Sain Mittal 166 (2010) DLT 84 (DB), the decree of possession passed by the Single Judge, on an application under Order 12 Rule 6 of the Code, has been upheld by the Division Bence of this Court. In the said case, defendant had claimed an independent right in the suit property pursuant to an agreement to sell. As per the defendant his defence could have been substantiated only during the trial and no decree on admission could have been passed. Division Bench found the defence of defendant to be moonshine. Division Bench observed thus "the courts are already groaning under the weight of bludgeoning and exponentially increasing litigation. The weight will unvaryingly increase if moonshine defences are needlessly permitted to go to trial"."

In Uttam Singh Duggal & Co. Ltd. Vs. United Bank of India & Ors. (2000) 7 SCC 120: AIR 2000 SC 2740, Hon'ble Supreme Court has held that "The object of the 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. We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment. Where the other party has made a plain admission entitling the former to succeed."

"Even without referring to the expression "otherwise" in Rule 6 of Order 12 CPC, the Court can draw an inference in the present case on the basis of an inference in the present case on the basis of the pleadings raised in the case in the shape of the applications under that Rule and the answering affidavit which clearly reiterates the admission.

Admission generally arise when a statement is made by a party in any of the modes provided under Section 18 to 23 of the Evidence Act, 1872. Admissions are of many kinds; they may be considered as being on the record as actual if they are either in the pleadings or in answer to interrogatories or implied from the pleadings by non-traversal. Secondly, as between parties by agreement or notice. Since it has been considered that admission for passing the judgment is based on pleadings itself it is unnecessary to examine as to what kind of admissions are covered by Order 12 Rule 6 CPC".

In **Charanjit Lal Mehra** a similar view has been expressed inasmuch as it has been held that any admission can be inferred from the facts and circumstances of the case without any dispute, then in such a case in order

to expedite and dispose off the matter such admission can be acted upon.

In **Surjit Sachdeva VS. Kazakhstan Investment Services Pvt. Ltd. & Ors. 66 (1997) DLT 54 (DB)** it was held by Hon'ble High Court that admission need not be made expressly in the pleadings. Even on constructive admission, Court can proceed to pass a decree in plaintiff's favour.

In **Parivar Seva Sansthan Vs. Dr. (Mrs) Veena Kalra, (2000) 86 DLT 817**, the Division Bench of this Court discussed the scope of power under Order XII Rule 6 of the Code of Civil Procedure and held that any plea raised against the contents of the documents barred by Section 91 & 92 of the Evidence Act or against statutory provisions can be ignored while applying Order XII Rule 6 of the Code of Civil Procedure. Relevant portion of the said judgment is reproduce hereunder:-

> "Bare perusal of the above rules shows, that it confers very wide powers on the Court to pronounce judgment on admission at any stage of the proceedings. The admission may have been made either in pleadings, or otherwise. The admission may have been made orally or in writing. The Court can act on such admission, either on an application of any party or on its own motion without determining the other questions. This provision is discretionary, which has to be exercises on well established principles. Admission must be clear and unequivocal; it must be taken as a whole and it is not permissible to rely on a part of the admission ignoring the other part; even a constructive admission firmly made can be made the basis. Any plea raised against the contents of the documents only for delaying trial being barred by the Section 91 and 92 of Evidence Act or other statutory provisions, can be ignored. These principles are well settled by catena of decisions. Reference in this regard be made to the decision in Dudh Nath Pandey (dead by L.R's) Vs. Suresh Chandra Bhattasali (dead by L.R's), AIR 1986 SC 1509.

Therefore, the averments made by defendant in challenging the contents of the rent agreement is not tenable since execution of the same has been admitted." (underlining added)

9. Learned counsel for the appellant/defendant for setting aside the impugned judgment has argued as under:-

(i) The copy of the criminal complaint relied upon by the trial court was not filed along with the suit as required under Order VII Rule 14

CPC since the copy of this criminal complaint was only filed with the replication and therefore this document could not have been looked into by the trial court without permission being granted by the trial court.

(ii) It is then argued that the appellant/defendant had filed a counter-claim and allowing of the application under Order XII Rule 6 CPC amounts to rejection of the counter-claim without deciding the same on merits although counter-claim has to be tried like a suit and decided in accordance with law. It is argued by the appellant/defendant that the counter-claim is for declaring the rent agreement dated 14.7.2014 as null and void and for refund of the amount of Rs.70,50,000/- from the respondents/plaintiffs and this had to be decided and therefore existence of the counter-claim was a basis for dismissing of the application under Order XII Rule 6 CPC filed by the respondents/plaintiffs.

(iii) It is argued that the trial court has erred by the impugned judgment in dismissing the counter-claim on the ground of lack of payment of court fees because under Order VII Rule 11 CPC the trial court should have put the appellant/defendant to notice with respect to

payment of the court fees and that the appellant/defendant would have then paid the court fees for deciding the counter-claim.

(iv) It was also argued that the trial court was not justified in drawing a presumption against the appellant/defendant that the appellant/defendant would have signed the lease agreement after due notice.

10. At the outset, it is noted that this Court is proceeding on the basis that counter-claim is being heard on merits without payment of court fees and appellant/defendant will now deposit the court fees on the counter-claim within a period of one week as prayed. This undertaking to pay court fees is given by the counsel on behalf of the appellant/defendant who is personally present in Court. Appellant/defendant must now make good the deficiency in court fees within a week from today as undertaken by the appellant/defendant who is present in Court. Registry will examine the same for being in accordance with law.

11. On the aspect of admissions being binding, this Court would like to straightaway refer to the judgment of the Supreme Court in the case of ***Nagindas Ramdas Vs. Dalpatram Ichharam alias***

Brijram & Others (1974) 1 SCC 242 because in this judgment the Supreme Court has laid down the ratio that evidentiary admissions are different than judicial admissions. Supreme Court has held that admissions which are made in judicial proceedings are on a higher pedestal than evidentiary admissions made in the form of correspondence etc and that judicial admissions can be a basis in themselves for deciding the claim. The relevant para 27 of the judgment in the case of ***Nagindas Ramdas (supra)*** reads as under:-

> "27. From a conspectus of the cases cited at the bar the principle that emerges is that if at the time of the passing of the decree, there was some material before the Court, on the basis of which the Court could be prima facie satisfied, about the existence of a statutory ground for eviction, it will be presumed that the Court was so satisfied and the decree for eviction apparently passed on the basis of a compromise, would be valid. Such material may take the shape either of evidence recorded or produced in the case or, it may partly or wholly be in the shape of an express or implied admission made in the compromise agreement itself. Admissions if true and clear are by far the best proof of the facts admitted. Admissions in pleadings or judicial admission admissible under Section 58 of the Evidence Act, made by the parties or their agents at or before the hearing of the case, stand on a higher footing than evidentiary admission. The former class of admissions are fully binding on the party that makes them and constitute a waiver of proof. They by themselves can be made the foundation of the rights of the parties. On the other hand evidentiary admissions which are receivable at the rival as evidence are by themselves not conclusive. They can be shown to be wrong." (underlining added)

12. In my opinion the ratio of the judgment of the Supreme Court in the case of ***Nagindas Ramdas (supra)*** squarely applies to the facts of the present case because it is not disputed that the

appellant/defendant had in fact filed a criminal complaint against the respondents/plaintiffs and wherein the factum of existence of tenancy was never disputed. In fact in this criminal complaint admittedly there is not even a whisper that the appellant/defendant was a prospective purchaser under an agreement to sell of the suit property with the respondents/plaintiffs. Therefore, on the basis of such judicial admissions, trial court was in fact justified in decreeing the suit under Order XII Rule 6 CPC because there clearly existed a relationship of landlord and tenant between the parties and that there was no agreement to sell between the parties as contended on behalf of the appellant/defendant and which plea in the written statement would stand nullified in view of the judicial admissions made in the criminal complaint filed by the appellant/defendant.

13. The argument urged on behalf of the counsel for the appellant/defendant that the trial court could not have referred to the criminal complaint which was filed with the replication, inasmuch as, this criminal complaint was not filed with the plaint but only subsequently filed with the replication, is an argument in my opinion only of desperation. The provision of filing of documents are procedural and it is not disputed that documents can be filed as of right till framing

of issues by virtue of Order XIII Rule 1 CPC. Of course permission of the court would have to be taken if the documents are not filed with the plaint, however, in this case the permission granted by the court has to be taken as having been impliedly given because the trial court has duly considered the document being the criminal complaint filed by the appellant/defendant against the respondents/plaintiffs, and therefore this technical argument urged on behalf of the appellant/defendant that the trial court could not have looked into the criminal complaint filed by the appellant/defendant is rejected.

14. I may also note at this stage that learned counsel for the respondents/plaintiffs is also justified in referring to the fact that in the reply to the application under Order XII Rule 6 CPC appellant/defendant with respect to that portion of the application under Order XII Rule 6 CPC containing the factum with respect to admission of the appellant/defendant that he is a tenant as stated in the criminal complaint, this fact was not disputed in the reply to the application under Order XII Rule 6 CPC that such a criminal complaint was in fact filed.

15.(i) The contention urged on behalf of the appellant/defendant that the registered lease agreement dated 14.7.2014 is liable to be declared as null and void because of the counter-claim and for

consequent dismissal of the application under Order XII Rule 6 CPC, is an argument without merit for two reasons.

(ii) The first reason for rejecting the argument that the existence of counter- claim would be a bar to allowing the application under Order XII Rule 6 CPC, is a misconceived argument because an agreement to sell, assuming for the sake of arguments, even if parties have entered into the same, this agreement to sell does not give a right to a prospective purchaser to on that basis stay in the suit premises unless the agreement to sell encompasses the doctrine of part performance contained in Section 53A of the Transfer of Property Act, 1882. With effect from 24.9.2001 Section 53A of the Transfer of Property Act was amended whereby an agreement to sell in the nature of part performance will only be looked into if there is a written agreement which not only should be duly registered but it should be stamped with the stamp duty of 90% value of the sale consideration. Admittedly, this Court does not have before it any registered agreement to sell falling within the scope of Section 53A of the Transfer of Property Act for the appellant/defendant to claim benefit of continuing to remain in the possession of the suit premises. Trial court could have admittedly decreed the suit for possession because even if the appellant/defendant for the sake of

arguments is taken not to be a tenant, yet the appellant/defendant still would have no legal right, title or interest to continue in the suit property. Of course I hasten to add that the appellant/defendant is a tenant under the registered lease agreement dated 14.7.2014 and that appellant/defendant cannot dishonestly shy away from this fact, and as stated in the discussion hereinafter.

16.(i) The contention of the appellant/defendant in the written statement as also in the counter-claim was that he did not read the registered lease deed dated 14.7.2014 entered into by him with the respondents/plaintiffs on account of paucity of time and good faith. It is pleaded by the appellant/defendant that respondents/plaintiffs committed a fraud upon the appellant/defendant by getting a registered lease deed signed instead of an agreement to sell.

(ii) In my opinion, this defence and counter-claim filed by the appellant/defendant would be barred by the provisions of Sections 91 and 92 of the Indian Evidence Act, 1872. Once a contract between the parties is contained in a written document, then only that document and nothing else can be looked into to prove the terms of the document. No parol evidence is permissible to look into the contents of the documents. Appellant/defendant does not dispute that he did execute the registered

lease deed dated 14.7.2014, of course with the contention that he did not read it on account of paucity of time and thus the respondents/plaintiffs are said to have perpetuated a fraud upon him. No doubt the First Proviso to Section 92 of the Evidence Act allows a person who is a party to a document to question the document on the ground of fraud, intimidation, illegality, want of due execution etc, however, this Proviso is only applicable in totality of the facts of a particular case where fraud as required by law is found to be sufficiently pleaded. The object of the First Proviso to Section 92 of the Evidence Act is to give benefit of those cases where a person has been defrauded or intimidated or there is want of due execution in execution of the document. Surely saying that the appellant/defendant himself did not read the registered lease deed dated 14.7.2014 on account of paucity of time and good faith cannot be equated to a fraud being perpetuated by the respondents/plaintiffs because fraud is defined in Section 17 of the Indian Contract Act, 1872 requiring that there must exist deliberate false representation with intent to deceive or concealment of facts with intent to deceive. When appellant/defendant pleads he did not read the registered lease deed dated 14.7.2014 on account of paucity of time then there is no pleading of fraud as defined by Section 17 of the Contract Act. If such type of

defences as urged by the appellant/defendant are allowed to be urged for being accepted by the First Proviso to Section 92 of the Evidence Act, then the purpose of the Legislature in having exceptions to Sections 91 and 92 of the Evidence Act in limited circumstances will in fact result in wiping off from the Statute books Sections 91 and 92 of the Evidence Act. I refuse to allow, in the facts of the present case, appellant/defendant to succeed on the contention that the appellant/defendant would have the benefit of the First Proviso to Section 92 of the Evidence Act because there is a registered lease deed between the parties and that the registered lease deed is admittedly signed by the appellant/defendant, and the registered lease deed was further signed by appellant/defendant before the Sub-Registrar at the time of registration and for registering of the lease deed, and that the appellant/defendant never had at any point of time prior to the filing of the written statement and counter-claim ever claimed that any fraud was perpetuated upon the appellant/defendant that actually instead of an agreement to sell a registered lease deed was got signed by the appellant/defendant and finally there is no pleading of fraud as required by Section 17 of the Contract Act.

17. Another extremely important aspect for the appellant/defendant to be denied the benefit of any exception or the

Proviso to Section 92 of the Evidence Act is that the registered lease deed dated 14.7.2014 is witnessed by the father of the appellant/defendant and it is not disputed before this Court on a query being put by counsel for the appellant/defendant that the father of the appellant/defendant did in fact sign as a witness to this lease deed dated 14.7.2014. Thus this admission will deny the appellant/defendant entitlement to claim that a fraud was played upon him, even assuming a case of fraud as per Section 17 of the Contract Act is pleaded though actually it is not so pleaded.

18. A reading of the above facts show that the appellant/defendant is one such dishonest person to whom this Court must be unsparing with respect to decision not only for dismissal of this appeal, but also that harshest of steps be initiated against the appellant/defendant for gross abuse of the process of law.

19.(i) In view of the aforesaid discussion, this appeal is dismissed with costs of Rs.10,00,000/-. Costs shall be paid by the appellant/defendant within a period of six weeks from today. I am entitled to impose actual cost by virtue of provision ***Punjab High Court Rules and Orders (as applicable to Delhi) Chapter VI Part I Rule 15***

read with the judgment of the Supreme Court in the case of ***Ramrameshwari Devi and Others Vs. Nirmala Devi and Others (2011) 8 SCC 249.*** Out of the total costs of Rs.10,00,000/-, a sum of Rs.5,00,000/- will be paid by the appellant/defendant to the respondents/plaintiffs including by noting that the trial court has not awarded any costs in favour of the respondents/plaintiffs and against the appellant/defendant. The balance amount of Rs.5,00,000/- will be deposited by the appellant/defendant with the website www.bharatkeveer.gov.in within a period of six weeks from today.

(ii) I may note that the power to impose costs in terms of Section 35 CPC is on account of costs incurred by a party, but there is no provision in CPC for imposition of costs on a person for initiating a completely false litigation and claim, abusing the process of law and causing gross wastage of judicial time. With respect to the abuse of judicial process and with respect to filing of false claims since the issue is not covered by Section 35 CPC, the same would therefore be covered by Section 151 CPC under the inherent powers of this Court. I have, therefore, imposed costs of Rs.5,00,000/- to be deposited with

the website www.bharatkeveer.gov.in, in exercise of inherent powers of this Court under Section 151 CPC.

20. In addition to dismissing of this appeal, this Court directs the Registrar General of this Court to file a complaint with the concerned Metropolitan Magistrate under Section 209 IPC as against the appellant/defendant for having filed a false claim in a Court of law of the appellant/defendant not being a tenant but being an alleged prospective purchaser under an agreement to sell. This criminal complaint should be filed by the Registrar General of this Court as against the appellant/defendant within a period of six weeks from today. The concerned Metropolitan Magistrate, in accordance with law will thereafter proceed on the criminal complaint filed by the Registrar General of this Court under Section 209 IPC. I also further clarify that respondents/plaintiffs herein will be entitled to be a party to the complaint and seek to prosecute such complaint jointly or severely.

21.(i) Contempt of this Court is defined in Section 2 of the Contempt of Courts Act, 1971. Section 2 of the Contempt of Courts Act reads as under:-

"2. Definitions.
In this Act, unless the context otherwise requires –
(a) "Contempt of court" means civil contempt or criminal contempt"
(b) "Civil contempt" means willful disobedience to any judgement, decree, direction, order, writ or other process of a court or willful breach of an undertaking given to a court.
(c) "Criminal contempt" means the publication (whether by words, spoken or written, or by signs, or by visible representation, or otherwise) of any matter or the doing of any other act whatsoever which-
(i) Scandalizes or tends to scandalize, or lowers or tends to lower the authority of, any court, or
(ii) Prejudices, or interferes or tends to interfere with the due course of any judicial proceeding , or
(iii) Interferes or tends to interfere with, or obstructs or tends to obstruct, the administration of justice in any other manner.
(d) "High Court" means the High Court for a State or a Union territory and includes the court of the Judicial Commissioner in any Union territory.

(ii) Where ever an action of a person results in scandalizing the Court or tends to lower the authority of the Court or prejudices or interferes with the due course of judicial proceeding or obstructs the administration of justice, criminal contempt arises. In my opinion, besides the appellant/defendant being directed to be proceeded against under Section 209 IPC, since a completely false and dishonest claim is set up by the appellant/defendant clearly tending to interfere with the due course of judicial proceedings having the effect of obstructing the administration of justice requiring the respondents/plaintiffs/landlord to get back possession of a tenanted premises from a recalcitrant tenant, accordingly notices of criminal contempt of Court are issued

against the appellant/defendant. Appellant/defendant is present in Court, he is directed to accept the same. Accordingly, on the criminal contempt notice being issued, proceedings will now commence as against the appellant/defendant for committing Criminal Contempt of Court and with respect to criminal contempt as against the appellant/defendant the matter be placed before the Roster Bench hearing criminal contempt petitions. Notice of contempt is returnable for 13th March, 2018. Criminal complaint besides being against the appellant/defendant will also be against the wife of the appellant/defendant, namely Smt. Neelam Saini and who has filed the present appeal as attorney holder of the appellant/defendant and Smt. Neelam Saini is also personally present in Court and who is also directed to accept notice of criminal contempt.

22. The appeal is accordingly dismissed with the aforesaid observations and also by issuing directions as aforesaid.

JANUARY 08, 2018 **VALMIKI J. MEHTA, J**

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