



2025:DHC:1822



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

Date of Decision: 19.02.2025

+ **RC.REV. 63/2021 & CM Appls.10953/2021 and 9873/2024**

SMT RAJ KUMARI BANSAL & ANR.

.....Petitioners

Through: Mr. Rajat Aneja, Mr. Prabhat Ranjan
and Mr. Jatin Tyagi, Advs.

versus

SH GURCHARAN SINGH OTHERS

.....Respondents

Through: Mr. J.K. Bhola, Mr. Mohit Mittal, Ms.
Muskan Bhola and Mr. Siddhant
Saraswat, Advs. for R-6 to 8

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The present Petition has been filed on behalf of the Petitioners/landlords impugning the order dated 16.02.2021 [hereinafter after referred to as "Impugned Order"] passed by the learned CCJ-cum-ARC (Central), Tis Hazari Courts, Delhi with respect to the premises i.e., property no. 13, Church Mission Road, Fatehpuri, Chandni Chowk, Delhi-110006 [hereinafter referred to as "subject premises"]. By the Impugned Order, the leave to defend Application filed by the Respondents/tenants has been allowed in view of the triable issues raised by the Respondents/tenants.

2. The record reflects that by an order dated 19.02.2024 a Coordinate



Bench of this Court had stayed the proceedings before the Trial Court which was recording evidence. This position obtains even as on date. In view thereof, this Petition is taken up for hearing and disposal today.

3. Learned Counsel for the Petitioners/landlords submits that the Impugned Order has been passed raising two triable issues. Relying on the conclusion as set out by the learned Trial Court in paragraph 8 of the Impugned Order, the learned Counsel for the Petitioners/landlord submits that the first triable issue that requires adjudication is the relationship of landlord and tenant between the parties.

3.1 The second issue that has been raised in the Impugned Order is that the aspect of co-ownership over the subject premises was not disclosed by the Petitioners/landlords. The learned Trial Court has given a finding that in view of the fact that the names of the co-owners have not been disclosed by the Petitioner/landlord but were instead disclosed in the leave to defend Application filed by the Respondents/tenants, raises a doubt regarding the *bona fide* need and intention of the Petitioner/landlord. Thus, it was held that the tenant has succeeded in raising a triable issue.

4. Learned Counsel for the Respondent/tenant Nos.6 to 8 [hereinafter referred to as the "Contesting Respondents/tenants"] on the other hand submits that the Impugned Order does not suffer from any infirmity. Learned Counsel submits that in addition to the triable issue being raised on the aspect of landlord-tenant relationship and ownership, the learned Trial Court has also raised an issue on availability of alternate accommodation with the Petitioners/landlords. He seeks to rely upon paragraph 10 of the Impugned Order which sets out multiple alternate accommodations that are



available with the Petitioners/landlords.

4.1 The other contention made by the learned Counsel for the Contesting Respondents/tenants is that the matter should be remanded to the learned Trial Court for fresh adjudication on all issues raised by the Contesting Respondents/tenants in their leave to defend Application. In support of his contentions, learned Counsel for the Contesting Respondents/tenants has relied upon three judgments passed by Coordinate Benches of this Court in *Smt. Kundan Kaur v. Sh. K.P. Verma, Second Additional Controller, Delhi & Anr.*¹, *Dr. Thakur Dass Gulati v. Faqir Chand*² and *S. Kumar v. Om Prakash Sharma*³. However, admittedly, the Impugned Order has not been challenged by the Contesting Respondents/tenants.

5. Learned Counsel for the parties also draw the attention of the Court to order dated 30.01.2020 passed by the learned Trial Court on an Application under Order I Rule 10 of Code of Civil Procedure, 1908 [hereinafter referred to as the “CPC”], which was filed by the Contesting Respondents/tenants.

5.1 By the order dated 30.01.2020, the learned Trial Court allowed the Application under Order I Rule 10 CPC of the Contesting Respondents/tenants and directed the Applicants to file a leave to defend Application within 15 days from that date.

6. Concededly, the order dated 30.01.2020 was not challenged by either party and has attained finality.

7. The present Petition has not been contested by Respondent Nos.1 to 5.

¹ 1973 (2) R.C.R.

² 44 (1991) DLT 463

³ 1980 (1) R.C.R.



In any event, the Impugned Order reflects that although Respondent Nos.1 to 5 were served, they failed to file an Application for leave to defend within the prescribed statutory period or appear thereafter. The matter was only contested by Respondent Nos.6 to 8/Contesting Respondents once permission was granted by the learned Trial Court to do the same by order dated 30.01.2020.

8. The Impugned Order disposes off the leave to defend Application filed by the Contesting Respondents/tenants. The Respondent Nos.1 to 5 although were served by affixation on 18.10.2019, the learned Trial Court has recorded that that no leave to defend Application was filed by them within the statutory period. The matter was thereafter contested by Contesting Respondents/tenants alone before the learned Trial Court and by the Impugned Order, the leave to defend Application was allowed.

9. The undisputed facts are that the subject premises was originally let out by the erstwhile owners to one Shri S. Jagjit Singh. The said Shri S. Jagjit Singh died leaving behind his daughter Smt. Bhupinder Kaur as the tenant in the subject premises. After the demise of Smt. Bhupinder Kaur, her legal heirs, the Respondent/tenant Nos.1 to 5 continued to reside in the subject premises. During her lifetime, Smt. Bhupinder Kaur sublet/parted with possession of the subject premises to the Contesting Respondents/tenants. Thereafter the Contesting Respondents/tenants have been running a restaurant by the name of M/s Jagjit Restaurant from the subject premises.

10. The Eviction Petition was filed by the Petitioners/landlords for the bonafide need of the son of the Petitioner No.2 to start a wholesale dry fruit



business. The Contesting Respondents/tenants contested the Eviction Petition stating that the need of the Petitioners/landlords is not bonafide and they have several alternate suitable accommodations available.

11. On the aspect of landlord-tenant relationship and ownership of the subject premises, the learned Trial Court gave a finding that the Petitioners/landlords have annexed two sale deeds both dated 23.06.2001 in the names of the Petitioner/landlord No.1 and her husband respectively to submit that both the Petitioner/landlord No.1 and her husband jointly owned the entire subject premises and after the demise of the husband of the Petitioner No.1, the subject premises devolved upon their legal heirs. The learned Trial Court gave a finding that the ownership of the subject premises stands proved for the purposes of Delhi Rent Control Act, 1958 [hereinafter referred to as the “DRC Act”].

12. However, the learned Trial Court gave a finding that since the Petitioners/landlords have denied the tenancy of the Contesting Respondents/tenants, a triable issue exists with regard to the relationship of landlord and tenant which requires evidence to be led. The relevant extract of the Impugned Order is below:

*“8..... One of the documents filed by the petitioners with reply to leave to defend application is the **DR petition filed by M/s Jagjit Restaurant through 1. Jagjit Singh 2. Smt. Bhupender through his LR's 3. Smt. Darshan Kaur 4. Sh. Dalip Singh against Sh. Vikas Bansal and Smt. Raj Kumari Bansal, which is still pending for adjudication in the concerned court.***

*On hearing the parties at length and perusal of documents **on record reveals that the petitioners have denied the respondents no. 6 to 8 being their tenants in respect of the tenanted premises.** But for the purpose of DRC Act, relationship between the parties as landlord and **tenant must exist.** Therefore, a triable issue exist with regard to the relationship of*



landlord and tenant, which requires evidence to be led by the parties.”

[Emphasis Supplied]

12.1 The learned Trial Court also gave a finding in paragraph 9 of the Impugned Order that the names of the other co-owners of the subject premises have not been disclosed by the Petitioners/landlords and the non-disclosure of names of other co-owners raises a doubt on the bonafide need of the Petitioners/landlords, hence the learned Trial Court found a triable issue on this aspect as well. The relevant extract is below:

“...However, in the present matter, names of other co-owners have not been disclosed by the petitioners but the same was disclosed in the leave to defend application by R-6 to R-8, hence, non-disclosure of names of other co-owners also raises a doubt upon the intention of the petitioners whether the need of the petitioner is bonafide or doubtful. This fact, itself, is a triable issue, which needs evidence to be led by the parties.”

*Further, it is a matter of record that two petitions were filed by the petitioners i.e. Sh. Prashant Bansal and Sh. Vikas Bansal but the present petition is filed by Sh. Vikas Bansal and Smt. Raj Kumari Bansal. This fact raises a doubt in the mind of the Court with regard to the bonafide need of the petitioners. **Therefore, it also raises a triable issue with respect to the fact whether the need of the petitioners is bonafide or not.**”*

[Emphasis Supplied]

13. On the aspect of availability of alternate accommodation, the learned Trial Court has held that a triable issue has been raised with respect to the availability *qua* Shops Nos.19 and 20, Church Mission Road, Fateh Puri, Delhi [hereinafter referred to as the “Shops Nos.19 and 20”], in the following terms:

“12. The petitioners have not mentioned anything with regard to shops no. 19 & 20, Church Mission Road, Fateh Puri, Chandni Chowk, Delhi whether these shops are in the possession of the”



petitioners or not. Therefore, this fact also raises a triable issue with respect to availability of alternate suitable accommodation with the petitioners or not.

[Emphasis Supplied]

14. Thus, the Impugned Order has found three grounds on which the leave to defend Application was allowed.

15. So far as concerns the second issue that the names of the other co-owners were not disclosed in the Eviction Petition is concerned, the finding of the learned Trial Court in this regard is clearly against the law. The law on this aspect is well settled. The Supreme Court in ***India Umbrella Manufacturing v. Bhagabandei Agarwalla (Dead) by L.R.s Savitri Agarwalla (Smt) and Others***⁴; has held that a co-owner of a premises acts as an agent of the other co-owners and can file an eviction petition without joining the other co-owners. The consent of all co-owners is assumed unless shown to the contrary. The relevant extract of the ***India Umbrella*** case is reproduced below:

“6. Having heard the learned counsel for the parties we are satisfied that the appeals are liable to be dismissed. It is well settled that one of the co-owners can file a suit for eviction of a tenant in the property generally owned by the co-owners. (See Sri Ram Pasricha v. Jagannath [(1976) 4 SCC 184] and Dhannalal v. Kalawatibai [(2002) 6 SCC 16], SCC para 25.) This principle is based on the doctrine of agency. One co-owner filing a suit for eviction against the tenant does so on his own behalf in his own right and as an agent of the other co-owners. The consent of other co-owners is assumed as taken unless it is shown that the other co-owners were not agreeable to eject the tenant and the suit was filed in spite of their disagreement. In the present case, the suit was filed by both the co-owners. One of the co-owners cannot withdraw his consent midway the suit so as to prejudice the other co-owner. The suit once filed, the rights of the parties stand crystallised on the date of the suit and the entitlement of the co-owners to seek ejectment must be

⁴ (2004) 3 SCC 178



adjudged by reference to the date of institution of the suit; the only exception being when by virtue of a subsequent event the entitlement of the body of co-owners to eject the tenant comes to an end by act of parties or by operation of law.”

[Emphasis Supplied]

16. Concededly, there is also no document to show that any co-owner has withdrawn their consent, thus there is no question of any examination to be conducted on this aspect. The Respondents/tenants have been unable to show any objection from the other co-owners of the subject premises. There is thus no requirement for the Petitioners/landlords to prove their co-ownership in view of the settled law. In view thereof, this contention of the Respondents/tenants cannot be sustained.

17. The other triable issue that has been found by the learned Trial Court is in respect of Shop Nos. 19 and 20, as whether these shops are in the possession of the Petitioners/landlords and are available as alternate accommodation.

18. In this regard, the learned Counsel for the Petitioners/landlords drew the attention of the Court to the Application for leave to defend filed by the Contesting Respondents/tenants as well as to paragraph 10(2) of the Impugned Order to submit that the learned Trial Court has itself recorded, based on the leave to defend Application filed, that Shops Nos.19 and 20 are tenanted. The relevant extract of the Impugned Order referenced is set out below:

“(2) Further, it is stated by the respondents that there are premises bearing no. 19, 20 and 21, Church Mission Road, Fatehpuri, Chandni Chowk, Delhi-110006, which are under the ownership of partner and/or with M/s Haryana Paneer Bhandar, out of which premises bearing no. 19 & 20, Church Mission Road, Fateh Puri, Chandni Chowk, Delhi-110006 is with



M/s Garhwal Paneer Bhandar and has been rented out by M/s. Haryana Paneer Bhandar, which is next to the premises of M/s Haryana Paneer Bhandar and shop no. 21 is being owned by partners of M/s Haryana Paneer Bhandar and the same is vacant but has been concealed by the petitioners. Per contra, it is submitted by the petitioners that the alleged shop, i.e. small space of shop no. 21 is converted into entrance for shops no. 16, 17 & 18 of M/s Haryana Paneer Bhandar.”

[Emphasis Supplied]

18.1 To fructify its submission, the learned Counsel for the Petitioners/landlords also relies upon paragraph 17C(i) of the leave to defend Application filed by the Respondents/tenants which reiterates the same and is set out below:

“17C. ...

- (i) *M/s Haryana Paneer Bhandar, a partnership business with partners Smt. Raj Kumari Bansal, Shri Vikas Bansal, Shri Prashant Bansal and Shri Ashish Bansal, manufacturing and trading Paneer, Khoya, Namkeen and Sweets presently from Shop No.14, Church Mission Road, Fateh Puri, Chandni Chowk Delhi-110006 and from properties bearing No. 16, 17 and 18, Church Mission Road, Fateh Puri, Chandni Chowk Delhi-110006, which is under the tenancy of Shri Vikas Bansal. The said M/s Haryana Paneer Bhandar is allegedly working from premises bearing No.14, Church Mission Road, Fateh Puri, Chandni Chowk Delhi-110006 and premises bearing No.16, 17 and 18, Church Mission Road, Fateh Puri, Chandni Chowk Delhi-110006 as per the Partnership Deed dated 1st October, 2013 but the Petitioners have very conveniently suppressed and concealed the factum that other than these. there are three more premises bearing No.19, 20 and 21, Church Mission Road, Fateh Puri, Chandni Chowk other than these there are three more premises bearing No.19, 20 and 21, Church Mission Road, Fateh Puri, Chandni Chowk Delhi-110006 which are under the ownership of partners and/or with M/s Haryana Paneer Bhandar. **At present premises bearing No.19 and 20, Church Mission Road, Fateh Puri, Chandni Chowk Delhi-110006 is with M/s Garhwal Paneer Bhandar and has been rented out by M/s Haryana Paneer Bhandar, which is next to the premises of M/s Haryana Paneer Bhandar.** Similarly, the Petitioners have conveniently concealed the existence of Shop No.21, Church Mission Road, Fateh Puri, Chandni Chowk Delhi-*



110006 which is owned by the partners of M/s Haryana Paneer Bhandar.”

[Emphasis Supplied]

19. Clearly, once again the learned Trial Court has erred in recording the finding above that the Petitioners/landlords have not mentioned anything with regard to these shops. In addition, once the Respondents/tenants admit that the shops are tenanted, there is no question of these shops being available. Thus, no issue on availability of alternate suitable accommodation with the Petitioners/landlords is there. On this aspect as well, the Impugned Order is infirm.

20. Thus, the only issue that remains to be examined is the first issue, which is whether the learned Trial Court has rightly found that the issue of landlord-tenant relationship is under challenge and requires trial.

20.1 Learned Counsel for the Contesting Respondents/tenants has vociferously urged the Court that once the Petitioners/landlords have denied the fact that the Contesting Respondents/tenants are their tenants, this aspect would require to be adjudicated by the Court through a trial. Learned Counsel for the Contesting Respondents/tenants has submitted that in view of the denial, a triable issue arose which requires adjudication.

21. The record shows that the Contesting Respondents/tenants in their Application under Order I Rule 10 CPC state that the subject premises was taken by Shri S. Jagjit Singh from its owners in 1947 “*after the owners left for Pakistan*” and in the same year, then he started his restaurant in partnership with some other persons. It is further stated therein that originally, an eviction petition captioned ***Prabha Singh vs. Jagjit Singh*** in Suit no. 95/1966 was filed by the erstwhile owner of the subject premises,



one Shri Prabha Singh before the Ld. ARC, Tis Hazari Courts, Delhi [hereinafter referred to as ‘Original Tenancy Petition’]. This Petition was filed against the tenant at that time Shri S. Jagjit Singh on the ground of non-payment of rent and subletting of the subject premises. It is further stated therein that a suit for injunction captioned ***Jagdish Singh and Others vs. Joginder Singh*** had been filed before the Ld. Civil Judge, Delhi [hereinafter referred to as ‘Injunction Suit’] by the said Shri S. Jagjit Singh against Shri Prabha Singh. It is further stated that later the proceedings in the Injunction Suit resulted in compromise between the legal heirs of Shri Prabha Singh and the Contesting Respondents/tenants. Thus, the claim of the Contesting Respondents/tenants *qua* tenancy/sub-tenancy is based on a compromise deed entered into between the predecessor-in-interest of the Petitioners/landlords and the Contesting Respondents/tenants.

21.1 The Compromise deed records the consensus of the parties to the Injunction Suit, that the erstwhile owner of the subject premises will implead the Contesting Respondents/tenants (Plaintiff in the Injunction Suit) to any suit/proceedings that the erstwhile owner may file in respect of the property against some other persons.

22. The Petitioners/landlords have contended that a compromise between the predecessors-in-interest of the Petitioners/landlords and the Contesting Respondents/tenants can only bind the parties entering into the compromise. This Court agrees. The Petitioners/landlords admittedly were not a party to this compromise deed. No other document has been shown to this Court to bind the Petitioners/landlords to the compromise either. Thus, the Petitioners/landlords cannot be bound by its contents. However, as discussed



hereafter, this aspect would, in any event, not come to the rescue of the Contesting Respondents/tenants.

23. As stated above, the learned Trial Court has already given a finding of ownership in favour of the Petitioners/landlords.

23.1 This Court has examined the order passed in Original Tenancy Petition which, as stated above, was filed by the erstwhile owner of the subject premises against the predecessor-in-interest of the Respondents including the Contesting Respondents/tenants. Learned ARC gave a finding that the subject premises have been sublet to third parties, however without the consent of the landlord.

24. The rights of the Contesting Respondents/tenants in the subject premises have to be examined from the point of view of the relevant provisions of the DRC Act. Section 25 of the DRC Act sets out that an order of eviction is binding on all persons in occupation of premises, subject to the provisions of Section 18 of the DRC Act. The proviso of Section 25 of DRC Act states that the Section is inapplicable in the event that the person has an independent title to such premises. It is apposite to extract Section 25 of the DRC Act below:

“25. Vacant possession to landlord—

Notwithstanding anything contained in any other law, where the interest of a tenant in any premises is determined for any reason whatsoever and any order is made by the Controller under this Act for the recovery of possession of such premises the order shall, subject to the provisions of section 18, be binding on all persons who may be in occupation of the premises and vacant possession thereof shall be given to the landlord by evicting all such person therefrom.

Provided that nothing in this section shall apply to any persons who has



an independent title to such premises.”

[Emphasis supplied]

25. Sections 17 and 18 of the DRC Act were enacted for the protection of genuine sub-tenants, who obtained the consent of the landlord for such sub-tenancy. The legislature wanted to prevent persons who had been inducted by a tenant, by not following the procedure as is prescribed in these provisions, from being accorded protection under the DRC Act.

25.1 Section 17 of the DRC Act sets forth that where a premises is sublet by a tenant with the consent of the landlord, a notice in the prescribed form is required to be given to the landlord of the creation of a sub-tenancy. This notice is to be given within one month of creation of the sub-tenancy. Similarly, when such subtenancy is terminated, the notice of termination of the sub-tenancy is also required to be given within one month thereof. Section 17(1) of the DRC Act is extracted below:

“17. Notice of creation and termination of sub-tenancy-

(1) Where, after the commencement of this Act, any premises are sub-let either in whole or in part by the tenant with the previous consent in writing of the landlord, the tenant or the subtenant to whom the premises are sub-let may, in the prescribed manner, give notice to the landlord of the creation of the sub-tenancy within one month of the date of such sub-letting and notify the termination of such sub-tenancy within one month of such termination.”

[Emphasis supplied]

25.2 The DRC Act, thus, provides for a two-step mechanism for creation of a sub-tenancy:

- (i) Prior consent of the landlord in writing; and
- (ii) A notice of creation of the sub-tenancy within one month of date of the sub-letting, in the format as prescribed under the DRC Act.



25.3 Sub-section (1) of Section 18 of the DRC Act, on the other hand, states that where an order for eviction is made against a tenant but not against a sub-tenant, as referred to in Section 17 of the DRC Act, the sub-tenant shall be deemed to be a tenant holding directly under landlord and on the same terms and conditions, if the tenancy had continued. This provision is, however, only applicable where notice of creation of a sub-tenancy has been sent to the landlord in the manner as prescribed in Section 17(1) of the DRC Act.

25.4 For ease of reference, Section 18(1) of the DRC Act is extracted below:

“18. Sub-tenant to be tenant in certain cases-

(1) Where an order for eviction in respect of any premises is made under section 14 against a tenant but not against a subtenant referred to in section 17 and a notice of the subtenancy has been given to the landlord, the sub-tenant shall, with effect from the date of the order, be deemed to become a tenant holding directly under the landlord in respect of the premises in his occupation on the same terms and conditions on which the tenant would have held from the landlord, if the tenancy had continued.”

[Emphasis supplied]

26. A plain reading of the aforesaid provision shows that an order for eviction and recovery of possession under Section 14 of the DRC Act is binding on all persons who are in occupation of a premises, the only exceptions being a person who has an independent title to the premises or where a sub-tenant is a lawful sub-tenant in terms of Section 17 of the DRC Act, being in authorised possession of the tenanted premises.

26.1 Undisputably, the provisions of Sections 17 and 18 of the DRC Act have not been complied with. Thus, Contesting Respondents/tenants are not



authorised sub-tenants under the DRC Act and in terms of the provisions of Section 25 of the DRC Act and an Eviction order would be binding on them as well.

27. In addition, learned Counsel for the Petitioners/landlords has placed reliance on judgment of a Coordinate Bench of this Court in *Garg Trading Co. v. Vijay Mehra & Ors.*⁵ to submit that the Contesting Respondents/tenants have not filed the leave to defend Application in the capacity of a sub-tenant but have filed the Application under Section 25-B(4) and 25-B(5) of the DRC Act in their individual capacity as tenants. Paragraph 12 of the leave to defend Application shows that the Contesting Respondents/tenants have stated that they are the tenants in the subject premises along with other tenants i.e., Respondent/tenant Nos.1 to 5. Paragraph 12 of the leave to defend Application is set out below:

“12. It is thus clear that the Answering Respondents alongwith other Respondents are the tenants as per the pronouncements passed by the courts competent in this regard with the erstwhile owners of the tenanted premises.”

[Emphasis supplied]

28. Once the Contesting Respondents/tenants have admitted to being tenants in their leave to defend Application, there is no issue which would require a trial. The finding in the Impugned Order on this aspect is thus infirm as well.

29. As stated above, the Impugned Order gives only three findings:

- (i) triable issue *qua* landlord-tenant relationship;
- (ii) triable issue *qua* not impleading other co-owners; and

⁵ 2024 LAWPACK (Del) 107852



(iii) availability of alternate accommodation being Shops Nos.19 and 20.

29.1 The examination by this Court shows that no triable issue arises on any of these aspects.

30. In order to make out a case under Section 14(1)(e) read with Section 25B of the DRC Act, the landlord is required to prima facie show the following:

- (i) Existence of landlord/tenant relationship;
- (ii) Existence of bona fide need on the part of the landlord and;
- (iii) Non-availability of reasonable suitable alternative accommodation with the landlord.

30.1 In the present case, the ownership has already been found to be in favour of the Petitioners/landlords. The landlord-tenant relationship also does not require any adjudication since the Contesting Respondents have admitted tenancy. In addition since Respondent/tenant Nos.1 to 5 did not file the leave to defend Application within the prescribed period of time, the eviction is deemed to be admitted *qua* them.

31. On the bonafide need, the need as set out in the Eviction Petition by the Petitioners/landlords, is for a business for the son of the Petitioner/tenant No.2. The need cannot be said to be fanciful or not genuine. On the bonafide requirement, the learned Trial Court has only found the need not to be bonafide in view of the fact that the other co-owners have not been impleaded. This finding is clearly against the settled law. The Supreme Court has held in the case of *Adil Jamshed Frenchman v. Sardar Dastur*



*Schools Trust*⁶, has held that the landlord is only required to show that the requirement for the subject premises is a *bona fide* requirement and not merely a whimsical or a fanciful desire by the landlord. The relevant extract of the *Adil Jamshed Frenchman* case is reproduced below:

“8. The decree of the trial court is based on the landlords' bona fide requirement of the accommodation. In appeal, the question before the court for adjudication was whether the trial court was justified in passing the decree in favour of the landlords on the ground of bona fide need and the tenants obviously were within their rights to show that the need of the landlords was not genuine. The evidence produced in that direction would be relevant for the purpose of adjudicating the question of need of the landlords. In Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta [(1999) 6 SCC 222] this Court has held that a bona fide requirement must be an outcome of a sincere and honest desire in contradistinction with a mere pretext for evicting the tenant on the part of the landlord claiming to occupy the premises for himself or for any member of the family which would entitle the landlord to seek ejection of the tenant. The question to be asked by a judge of facts by placing himself in the place of the landlord is whether in the given facts proved by the material on record the need to occupy the premises can be said to be natural, real, sincere and honest. The concept of bona fide need or genuine requirement needs a practical approach instructed by the realities of life. In Deena Nath v. Pooran Lal [(2001) 5 SCC 705] this Court reiterated that bona fide requirement has to be distinguished from a mere whim or fanciful desire. The bona fide requirement is in praesenti and must be manifested in actual need so as to convince the court that it is not a mere fanciful or whimsical desire.”

[Emphasis Supplied]

32. On the availability of alternate suitable accommodation, the Petitioners/landlords had, in its Eviction Petition, disclosed that they have other alternate accommodations, however, each of these accommodations have been dealt with in the Impugned Order and the learned Trial Court has found these accommodations are either not available or sold or tenanted by the Petitioners/landlords. The learned Trial Court had discussed all these

⁶ (2005) 2 SCC 476



accommodations and raised a triable issue *qua* Shops Nos.19 and 20 alone which, as discussed above, are admittedly tenanted and thus not available.

33. The Impugned Order has been challenged by the Petitioners/landlords on the findings above. The jurisdiction of this Court is only revisionary in nature and limited in scope. The Supreme Court in *Abid-Ul-Islam v. Inder Sain Dua*⁷ case while interpreting the intendment of the legislature in removing two stages of Appeal that were earlier provided in the Act has held that this is a conscious omission. It was held that the High Court is not expected to substitute and supplant its view with that of the learned Trial Court, its only role is to satisfy itself on the process adopted. Thus, the scope of revisionary jurisdiction of this Court has been limited to examine if there is an error apparent on the face of the record or absence of any adjudication by the learned Trial Court, and it is only then should the High Court interfere. The Supreme Court has also cautioned from converting the power of superintendence into that of a regular first Appeal under revisionary jurisdiction. This has been elucidated at length by Supreme Court in *Abid-Ul-Islam* case in the following manner:

*“23. The proviso to Section 25-B(8) gives the High Court exclusive power of revision against an order of the learned Rent Controller, being in the nature of superintendence over an inferior court on the decision-making process, inclusive of procedural compliance. Thus, the High Court is not expected to substitute and supplant its views with that of the trial court by exercising the appellate jurisdiction. Its role is to satisfy itself on the process adopted. The scope of interference by the High Court is very restrictive and except in cases where there is an error apparent on the face of the record, which would only mean that in the absence of any adjudication *per se*, the High Court should not venture to disturb such a decision. There is no need for holding a roving inquiry in such matters which would otherwise amount to converting the*

⁷ (2022) 6 SCC 30



power of superintendence into that of a regular first appeal, an act, totally forbidden by the legislature.

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25. The aforesaid decision has been recently considered and approved by this Court in *Mohd. Inam v. Sanjay Kumar Singhal* [*Mohd. Inam v. Sanjay Kumar Singhal*, (2020) 7 SCC 327 : (2020) 4 SCC (Civ) 107] : (SCC pp. 340-41, paras 22-23)

“22. This Court in *Sarla Ahuja v. United India Insurance Co. Ltd.* [*Sarla Ahuja v. United India Insurance Co. Ltd.*, (1998) 8 SCC 119] had an occasion to consider the scope of proviso to Section 25-B(8) of the Delhi Rent Control Act, 1958. This Court found, that though the word “revision” was not employed in the said proviso, from the language used therein, the legislative intent was clear that the power conferred was revisional power. This Court observed thus : (SCC p. 124, para 11)

‘11. The learned Single Judge of the High Court in the **present case has reassessed and reappraised the evidence afresh to reach a different finding as though it was exercising appellate jurisdiction.** No doubt even while exercising revisional jurisdiction, a reappraisal of evidence can be made, **but that should be for the limited purpose to ascertain whether the conclusion arrived at by the fact-finding court is wholly unreasonable.**’

It could thus be seen, that this Court has held, that the High Court while exercising the revisional powers under the Delhi Rent Control Act, 1958 though could not reassess and reappraise the evidence, as if it was exercising appellate jurisdiction, however, it was empowered to reappraise the evidence for the limited purpose so as to ascertain whether the conclusion arrived at by the fact-finding court is wholly unreasonable...”

[Emphasis supplied]

34. The examination by this Court has shown that the findings of the Impugned Order are not in accordance with law and are accordingly set aside. As discussed above, the Petitioners/landlords have satisfied all three ingredients under Section 14(1)(e) of the DRC Act. Resultantly, the Eviction Petition filed by the Petitioners/landlords is allowed.

35. However, as set out in Section 14(7) of the DRC Act, the Contesting



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Respondents/tenants shall be granted a period of six months from the date of this order to vacate the subject premises.

TARA VITASTA GANJU, J

FEBRUARY 19, 2025/r/pa

Click here to check corrigendum, if any