



2025:DHC:7859



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

% *Date of decision: September 03, 2025*

+ **RC.REV. 258/2025, CM APPL. 53616/2025-Stay, CM APPL. 53618/2025-for condonation of 78 days delay in re-filing.**

SUNIL D VIJAN & ANR.

.....Petitioners

Through: Mr. Ravi Rai, Advocate with
petitioner in person.

Versus

NEERJA GHURA

.....Respondent

Through: Mr. Dhiraj Sachdeva, Advocate

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T (Oral)

1. The respondent/ landlord¹ filed an eviction petition under *Section 14(1)(e)* read with *Section 25B* of the Delhi Rent Control Act, 1958² before the learned Additional Rent Controller, Central District, Tis Hazari Courts, Delhi³, seeking eviction of the petitioners/ tenants⁴ from ground floor of property bearing nos.3537-3539, Chhutani Manjil, Ward No.III, Nicholson Road, Mori Gate, Delhi-110 006⁵, on the ground that her son intended to start a business of motor/ automobile parts from the subject premises, which is located in the motor/ automobile parts market area of Kashmere Gate, Delhi.

¹ Hereinafter referred to as "*landlord*"

² Hereinafter referred to as "*DRC Act*"

³ Hereinafter referred to as "*learned ARC*"

⁴ Hereinafter referred to as "*tenants*"

⁵ Hereinafter referred to as "*subject premises*"



2. It was the case of the landlord before the learned ARC that the landlord had become the owner of the subject premises *vide* two registered Sale Deeds executed in her favour in the year 1996. At the relevant time, portions of the said property were classified as evacuee property under the Administration of Evacuee Property Act, 1950, while the remaining portions were non-evacuee property. The tenants, on the other hand, had been paying rent to the Department of Land and Development Office, Evacuee Property Cell, Delhi⁶ when subsequently, *vide* letter dated 08.01.1998 issued to the tenants by the Evacuee Property Cell, the tenants were informed that the portion of the property in their possession was in fact a non-evacuee property, and that they were required to directly deal with the owners of the said non-evacuee property, i.e. the landlord. A copy of the said letter was also formally forwarded to the landlord, thus solidifying the landlord tenant relationship *inter se* the parties. *Qua* the grounds for eviction in the petition under *Section 14(1)(e)* of the DRC Act, it was the case of the landlord that her son, who was dependent on her and did not have any property of his own to start a business, required the subject premises for his commercial ventures, and since there was no other vacant commercial space available and suitable for the purpose of establishment of motor/ automobile parts business of her son, a fit case for eviction under *Section 14(1)(e)* was made out.

3. Upon being served, the tenants filed their application for leave to defend under *Section 25B(4)* of the DRC Act refuting the grounds urged by the landlord and claiming that they were actually in possession of the subject premises since the year 1992 by virtue of transfer of tenancy

⁶ Hereinafter referred to as “*Evacuee Property Cell*”



thereof from one Smt. Sushma Manocha, widow of Sh. Brij Mohan Manocha, who was a partner in Empire Engineering & Co. and the authorized tenant of the Evacuee Property Cell, whereafter the tenants were paying rent to the Evacuee Property Cell, and the landlord is a stranger to them. Further, that since the landlord had never raised any objections to their possession or occupancy of the subject premises during the past two decades, they had acquired legal rights over the subject premises through *adverse possession*. It was also the case of the tenants that the landlord had several *alternative accommodation(s)* as she possessed multiple other properties in Kashmere Gate, Mori Gate as well as in various other parts of Delhi, which were equally suitable for the purpose alleged in the eviction petition filed by her, and therefore, the claim of *bona fide requirement* under *Section 14(1)(e)* of the DRC Act was not sustainable.

4. After hearing both parties, the learned ARC *vide* order dated 22.02.2025⁷ held that there existed a *landlord-tenant relationship inter se* the parties since the tenants had failed to substantiate their claim of ownership *qua* the subject premises or deny the letter dated 08.01.1998 issued by the Evacuee Property Cell recognizing that the subject premises under the ownership of the landlord was a non-evacuee property. On the aspect of *adverse possession*, the learned ARC held that the tenants could not claim the same against the landlord, as the tenants' possession was, admittedly, permissive in nature, when it was their own case that they had been paying rent to the Evacuee Property Cell. Regarding *bona fide requirement* of the landlord, since she was able to establish the need of her

⁷ Hereinafter referred to as "*impugned order*"



son to start a motor/ automobile parts business in the subject premises, the same was held to be clearly made out in her favour, as also since the plea of availability of *alternative accommodation* raised by the tenants was unsupported, it could not defeat the landlord's *bona fide requirement*, and the said plea by the tenants was also rejected by the learned ARC. As such, the learned ARC dismissed the leave to defend application of the tenants and passed an order of eviction in favour of the landlord, against which the present petition has been filed.

5. When the present petition was listed for the first time on 27.08.2025, this Court, after hearing learned counsel for both the tenants as also the landlord, issued notice and passed the following order:-

“11. Considering the aforesaid case set up by the petitioners/ tenants, learned counsel for the petitioners/ tenants, seeks and is granted, one week for addressing remaining/ concluding arguments as also for reverting with appropriate instructions qua time needed for eviction of the subject property along with the terms, especially the quantum of user and occupation charges for the aforesaid period.”

6. In pursuance of the above, Mr. Ravi Rai, learned counsel for the tenants has proceeded/ concluded his arguments, however, he has no instructions *qua* the time needed for eviction, alongwith the quantum of user and occupation charges.

7. *Apropos* transfer of the subject premises by Smt. Sushma Manocha, the then authorized tenant of the Evacuee Property Cell, he reiterates that the same came under the possession of the tenants in January 1992 and thus the tenants were paying rent to the Evacuee Property Cell, the only relationship of the tenants was with the Government of India. To substantiate the same, he submits that the tenants had in fact filed a few



rent receipts as well. He further submits that since as per *Section 3(a)* of the DRC Act, the subject premises is an evacuee property owned by the Government and administered by the Custodian, the provisions of the DRC Act are not applicable to the facts involved.

8. In any event, Mr. Ravi Rai submits that the aspect of *landlord tenant relationship* could not have been held in favour of the landlord by the learned ARC, since the landlord never issued any letter of attornment or notice of ownership to the tenants upon acquiring the subject premises. So much so, the tenants were never notified of her ownership, and in effect, the parties were strangers to each other. There is no Agreement or the like between the parties, and the tenants have admittedly never paid any rent to the landlord. In any event, as per him, since the tenants have acquired legal rights over the subject premises by virtue of *adverse possession*, there could have been no *landlord tenant relationship inter se* the parties.

9. Mr. Ravi Rai lastly submits that the landlord has no *bona fide* requirement of the subject premises as she owns several other properties across Delhi, which are *alternative accommodation(s)* equally suitable for the alleged business of her son.

10. *Per contra*, Mr. Dhiraj Sachdeva, learned counsel for the landlord submits that the tenants are wrongly attempting to rely upon certain rent receipts up to 28.01.1997 pertaining to the rent allegedly paid by them to the Evacuee Property Cell, which, in view of the subsequent letter dated 08.01.1998 issued by the Evacuee Property Cell, cannot be considered since *vide* the said letter, the tenants were categorically informed that the subject premises was in fact non-evacuee property, and they were



consequently directed to deal with the owner thereof. A copy of the said letter was also forwarded to the landlord, and no rent from the tenants has thenceforth been accepted by the Evacuee Property Cell. In light of the same, he submits that the plea of the tenants that there is no relationship *inter se* the parties is untenable.

11. Mr. Dhiraj Sachdeva next submits that the *bona fide requirement* of the landlord for her son intending to commence motor/ automobile parts business in the established Nicholson Road Market where the subject premises is situated, is genuine and pressing, particularly since the subject premises is the most suitable for such requirement and there is/ are no other reasonable/ suitable alternative accommodation(s) available for the said purpose with the landlord. In any event, he lastly submits that it is not for the tenants to dictate the terms *qua* utilisation of the subject premises or the needs of the landlord.

12. Heard the learned counsels for both the parties and perused the documents on record.

13. Before adverting to the merits involved, it has to be borne in mind that this Court is dealing with a revision petition under *Section 25B(8)* of the DRC Act. That being so, it is no longer *res integra* that the scope of interference by this Court in such a revision petition under the DRC Act is narrow, restricted and limited, and is not akin to that of an appeal, particularly, since this Court is only sitting in a supervisory jurisdiction. Based on the well-settled legal position, for this Court to interfere with the impugned order, there has to be an error apparent, perverse finding, irregularity, procedure contrary to natural justice, or misapplication of



law, or the like [see *Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh*⁸, *Abid-Ul-Islam v. Inder Sain Dua*⁹].

14. Keeping the above in mind, this Court is proceeding to deal with the three primary factors *qua* the proceedings *inter se* the parties, being [i] *landlord-tenant relationship*; [ii] *bona fide requirement* of the landlord; and [iii] availability of a suitable *alternative accommodation* with the landlord, which are essential for adjudicating an eviction petition under *Section 14(1)(e)* of the DRC Act.

15. Regarding the existence of *landlord-tenant relationship inter se* the parties, before the learned ARC, the landlord had filed the Sale Deeds *qua* the subject premises, to substantiate that she is the owner/ landlord thereof. Since there was no denial of the said Sale Deeds by the tenants, the landlord was able to prove that being a subsequent purchaser thereof, she was indeed the owner of the subject premises. In such a scenario, without raising any challenge *qua* the said Sale Deeds, the tenants were estopped from challenging the title of the landlord, that too in eviction proceedings before the learned ARC [see *Bansraj Lataprasad Mishra v. Stanley Parker Jones*¹⁰].

16. As far as the contention of the tenants with respect to absence of attornment/ notice is concerned, it was not incumbent upon the landlord to issue the same for notifying the tenants about her ownership. Having stepped into the shoes of the erstwhile owner, the landlord, being the master of the subject premises, was free to deal with it in the best suitable manner as to her choice and liking, *albeit*, provided she was able to show

⁸(2014) 9 SCC 78

⁹(2022) 6 SCC 30

¹⁰ 2006 (3) SCC 91



that her case falls within the three essential factors entailed hereinabove to the satisfaction of the learned ARC/ this Court [see *Ambica Prasad v. Md. Alam & Anr.*¹¹, *J.C. Mehra v. Smt. Kusum Gupta*¹²].

17. To counter the above, the tenants made certain averments *qua* acquiring possession of the subject premises from Smt. Sushma Manocha, however, did not produce any documents in support of the same. All that the tenants had filed before the learned ARC were some rent receipts up to 28.01.1997 showing that they were paying the rent to the ‘*Department of Rehabilitation (Settlement Wing), Evacuee Property, Govt. of India in respect of property No. III/3538, Mori Gate, Delhi*’. However, it is pertinent to note that *vide* letter dated 08.01.1998 issued by the Evacuee Property Cell to the tenants, it was clarified that the property *qua* which the tenants had been paying rent was non-evacuee property, and the tenants were not required to pay the charges to the said office anymore, but were to deal with the owner thereof, i.e. the landlord. Once the above clarification had been given to the tenants, and especially when no categorical averment has been made, and no cogent material has been produced before the learned ARC to show that the tenants were in possession of an ‘*evacuee property*’, it is no longer open for them to contend the same before this Court. The rent receipts in this regard, being pre-dated, were immaterial and of no consequence. More so, since the tenants never denied the said letter dated 08.01.1998 issued by the Evacuee Property Cell at any point of time.

¹¹ 2015 AIR SCW 2471

¹² 2006(1) RCR (Civil) 31



18. The aspect of *landlord tenant relationship inter se* the parties has been aptly dealt with by the learned ARC in the impugned order. As such, the same needs no interference by this Court, especially in revisional jurisdiction.

19. In view thereof, the claim of the tenants being in *adverse possession* of the subject premises is negated and carried no weight, more so, since the tenants being in *permissive* possession could not advance the plea of *adverse possession*, and since the same could only be claimed when the possession is actually adverse and/ or hostile [see *Nand Ram v. Jagdish Prasad*¹³, *Brij Narayan Shukla v. Sudesh Kumar*¹⁴]. The argument *qua adverse possession* is also accordingly rejected.

20. Regarding *bona fide requirement* of the subject premises by the landlord, it has been the consistent case of the landlord since the beginning that she requires the subject premises for her son to commence his own independent motor/ automobile parts business therefrom, particularly, as the subject premises is situated in a major hub for such trade and business. It is trite that the landlord is the sole and best judge of what amounts to a *bona fide requirement*. Thus, it was the paramount discretion and opinion of the landlord to best choose which of her properties was suitable and sufficient as per such needs. It is for the landlord alone to take a call, and not for a tenant to dictate the terms [see *Baldev Singh Bajwa v. Monish*

¹³ (2020) 9 SCC 393

¹⁴ (2024) 2 SCC 590



*Saini*¹⁵, *Ragavendra Kumar v. Firm Prem Machinery*¹⁶, *Kanahaiya Lal Arya v. Md. Ehshan & Ors.*¹⁷].

21. In the present case, no doubt, the tenants had a right of rebuttal and/or to show material to the contrary, but it was only if they had been able to produce some cogent material on record to substantiate it, would such a rebuttal have been tenable. The same was clearly missing as the tenants only made bald statements without any necessary facts/ particulars supporting them before the learned ARC. Oral pleadings, without any substantiation in a leave to defend application by the tenants before the learned ARC, forms no basis. As such, the tenants were unable to raise a triable issue before the learned ARC. On the other hand, the landlord was able to show a real, genuine and plausible *bona fide requirement* of the subject premises. Landlord, being the mother, was the best judge for finding a sufficiently suitable accommodation for her own son. In fact, such a landlord who is fulfilling her filial duties of a parent cannot be wronged and thus ought not to be denied the relief under *Section 14(1)(e)* of the DRC Act [see *Labhu Lal v. Sandhya Gupta*¹⁸, *Joginder Pal Singh v. Naval Kishore Behal*¹⁹, *Sanjeev Kumar v. Asim Kumar*²⁰, *Chaman Lal Mittal v. Kamini Sharma*²¹].

22. As such, since the landlord has been able to show/ establish the *bona fide requirement* of the subject premises, the findings of the learned

¹⁵MANU/SC/0264/2025

¹⁶AIR 2000 SC 534

¹⁷AIR 1999 SC 100

¹⁸ 2011(1) RCR (Rent) 231 (Delhi)

¹⁹ AIR 2002 SC 2256

²⁰ 257[2019] DLT 460

²¹ 266 [2020] DLT 6A [CN]



ARC *qua bona fide requirement* of the subject premises by the landlord also needs no interference.

23. Regarding the landlord having an *alternative accommodation*, once again it was the prerogative of the landlord to assess her own requirements, needs, necessities, purpose, sufficiency and suitability *qua* the starting of a motor/ automobile parts business in the subject premises for her own son. The tenants can hardly have any say in that. Even otherwise, since there was nothing on record substantiating anything contrary thereto barring the bald assertions before the learned ARC, the said plea was insufficient and rightly dismissed by the learned ARC [see *Yodh Raj, Satya Prakash & Sons [Firm] & Anr. v. Narain Kumar & Sons [HUF]*²²].

24. In view of the aforesaid, since the tenants have been unable to raise any triable issue(s) before the learned ARC, the leave to defend application filed by them has been rightly dismissed by the learned ARC. Resultantly, no interference in the impugned order is called for.

25. Accordingly, the present petition along with pending applications, is dismissed, leaving the parties to bear their own respective costs.

26. Consequently, the order of eviction *qua* the subject premises passed in favour of the respondent/landlord against the petitioners/tenants by the learned ARC *vide* the impugned order dated 22.02.2025 is upheld.

SAURABH BANERJEE, J.

SEPTEMBER 3, 2025/So

²² 227[2016] DLT 363