



2025:DHC:9585



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: October 10, 2025

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Pronounced on: November 03, 2025

+ RC.REV. 270/2024, CM APPL. 58529/2024

MOHD ARIF

.....Petitioner

Through: Mr. Amit Gupta, Mr. Amit Bhasin,
Mr. Kshitij Vaibhav, Ms. Muskan
Nagpal and Mr. H.S. Mahapatra,
Advocates.

Versus

AMIT CHAUDHARY & ANR.

.....Respondents

Through: Mr. Digvijay Singh Jaswal,
Advocate

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The respondents/ landlords¹ filed an Eviction Petition under *Section 14(1)(e)* read with *Section 25B* of the Delhi Rent Control Act, 1958,² entitled '*Amit Chaudhary & Anr. vs. Mohd. Arif*' being *RC ARC 749/19* before the learned CCJ/ ARC (West) Tis Hazari Courts, Delhi³, seeking eviction of the petitioner/ tenant⁴ from the tenanted shop(s), i.e., two shops on the ground floor of the built-up property bearing no. 5689 (New) and 7586, 7587 (Old) situated at Gali Hanuman Mandir (Sholal), Factory Road, Nabi Karim, Paharganj, Delhi-110 055⁵, on the grounds of *bona*

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 "*tenant*"

⁵ Hereinafter referred to as "*subject premises*"



fide requirement for expansion of business run by landlord no.1, as there was no other suitable *alternate accommodation* available for the said purpose.

2. Briefly put, it was the case of the landlords in the Eviction Petition that the tenant was inducted in the subject premises by the erstwhile owner i.e. Shri Mohd. Ahsan Qureshi for which the tenant was paying rent @ of Rs.150/- (*revised Rs.200/-*) per month, for which he was issued rent receipts. Subsequently, by virtue of Sale Deed(s) dated 20.12.2013, the landlords became joint owners of the subject premises. Having stepped into the shoes of the erstwhile owner, they acquired both ownership rights and landlord title. The landlords initially started a business of selling bags in the year 1998. Then the landlord no. 2 started a firm under the name and style M/s. 'Sai Bag Factory' from a shop bearing no. 11379, at Singhara Chowk, Nabi Karim, Paharganj, Delhi-110 055 in 2011, and the landlord no. 1 started his own business of selling and manufacturing bags under the name and style of M/s. 'Mahadev Traders' at a shop on the ground floor of the subject premises in 2017, for which he had filed the GST bills. Since their businesses required multiple production and manufacturing related activities, and the landlords were already utilizing/ occupying the other floors of the subject premises, a *bona fide requirement* for the two shops at the subject premises arose for expanding their business to display and store bags, establish an office area, and provide proper seating for customers. Moreover, they had no suitable *alternative accommodation* available with them.

3. Upon service, the tenant filed an application seeking leave to defend under *Section(s) 25(4) and (5)* of the DRC Act, wherein, succinctly put,



the tenant denied that the landlord no.1 was operating any business of selling and manufacturing bags under the name M/s. 'Mahadev Traders' from the subject premises, and that there was no documentary evidence to substantiate the existence of the aforesaid firm owing to the fact that the ITR and GST Certificates filed by him were false/ fabricated. The tenant also disputed the Site Plan. As per him, since the very inception the subject premises was used only as a godown and not as a shop/ showroom by the landlords and their father, i.e., Sh. Mohan Lal, and thus, there was no *bona fide requirement* of the subject premises. Further, taking benefit of the Legal Notice dated 05.02.2016 issued by the landlords, it was his case that since there was an issue of non-payment of the due rent by the tenant, it resulted in termination of the tenancy and hence the learned ARC had no jurisdiction to entertain the Eviction Petition. It was also his case that the landlords were unable to show that they were occupying the remaining floors of the subject premises. In fact, most of the shops/ godowns of the subject premises are/ were lying vacant and within the possession of the landlords and as such the vacant floors were suitable *alternative accommodation(s)* for his alleged *bona fide requirement*. Also, by virtue of Sale Deed(s) dated 30.08.2012, the landlords and their respective wives became the owners of the commercial property bearing nos. 11377 and 11378, situated at Chowk Singhara, Nabi Karim, Paharganj, New Delhi-110 055⁶, which were/ are lying vacant, and hence there were *alternative accommodations* available with the landlords.

4. During the pendency of the Eviction Petition before the learned ARC, *vide* order dated 01.08.2023, his application under *Order VIII rule*

⁶ Hereinafter referred to as "*joint property*"



1A(3) read with Section 151 of the Code of Civil Procedure, 1908 (CPC) seeking to place on record photographs, a CD, and a pen drive, to show the *alternative accommodation(s)* present with the landlords was dismissed, since such documents could not be filed with the leave to defend application. However, *vide* order dated 02.11.2023 this Court in CM (M) No. 1487/2023 permitted certain photographs to be taken on record.

5. Finding that the tenant was unable to raise any triable issue *qua landlord-tenant relationship* between the parties, or *bona fide requirement* of the subject premises by the landlords, or availability of any *alternative accommodation* with the landlords, the learned ARC *vide* order dated 03.08.2024⁷ allowed the Eviction Petition of the landlords and directed eviction of the tenant from the subject premises, *albeit*, after the period of *six months*, in terms of Section 14(7) of the DRC Act, are over.

6. Aggrieved thereby, the tenant filed the present revision petition against the impugned order dated 03.08.2024 passed by the learned ARC.

7. The primary thrust of Mr. Amit Gupta, learned counsel for the tenant, is *qua* the *landlord-tenant relationship* between the parties. The learned counsel submitted that the learned ARC had no jurisdiction to adjudicate the *lis* between the parties since the Legal Notice dated 05.02.2016, which was concealed by the landlords, encapsulates the fact that the tenant paid rent @ of Rs.10,000/- (*Rupees Ten Thousand Only*) to the landlords for occupying the subject premises, and thus in the light of Section 3(c) read with Section 50 of the DRC Act, the impugned order

⁷ Hereinafter referred to as "*impugned order*"



suffers from an error apparent on the face of the record. The learned counsel further submitted that there exists a Rent Agreement dated 03.03.2000, executed *inter se* the father of the tenant, one Shri Abdul Jabbar, and the erstwhile owner, i.e., Mohd. Ahsan Qureshi, *qua* the subject premises, wherein, by virtue of *paragraph* 6 of the said Rent Agreement, if the erstwhile owner wishes to sell the subject premises, it would be first offered to the tenant. Moreover, no attornment letter was issued by either the erstwhile owner or by the landlords informing the tenant about the sale of the subject premises. Based thereon, Mr. Amit Gupta, learned counsel relying upon ***Vijay Kumar Ahluwalia and Ors. vs. Bishan Chand Maheshwari and Ors.***⁸, submitted that non-attorning by the landlords is a sufficient ground for allowing the leave to defend application of the tenant.

8. With respect to *bona fide requirement*, Mr. Amit Gupta, learned counsel submitted that there was no Registration Certificate under the Shops & Establishments Act or any bank account statement/ bills to show that business under the name of M/s. Mahadev Traders was/ is being run from the subject premises. Also, as per the learned counsel, the Income Tax Certificates filed by the landlords were fabricated/ fake, since the returns were filed in the year 2019, i.e., just before the Eviction Petition was filed. Similarly, the GST Certificate pertains to M/s. Mahadev Traders, which was although established in the year 2017 however, the said Certificate was issued on 13.07.2018, which is a year later, just before filing of the Eviction Petition, more so, the said Certificate does not specify the location from which the business is being operated, and thus as

⁸ (2017) 3 SCC 189



per ***Bharat Glass & Plywood Co. vs. Sushan Pal Soni***,⁹ triable issues were raised before the learned ARC *qua* there being no *bona fide* requirement.

9. Lastly, relying upon ***Joginder Dev vs. Uzma Sajid***¹⁰ Mr. Amit Gupta, learned counsel submitted that there were *alternative accommodation(s)* available with the landlords, considering that they are the joint owners and have/ had vacant possession of the commercial property bearing nos. 11377 and 11378, both situated at Chowk Singhara, Nabi Karim, Paharganj, New Delhi-110 055.

10. Barring the aforesaid, Mr. Amit Gupta, learned counsel for the tenant has not put forward any other arguments.

11. *Per contra*, Mr. Digvijay Singh Jaswal, learned counsel for the landlords, submitted that it was an admitted position that the tenant was paying rent to the erstwhile owner @ of Rs. 150/- per month against receipts and pursuant to the Sale Deed(s) dated 20.12.2013, the landlords were owners/ landlords of the subject premises. The learned counsel then submitted that the tenant *vide* reply to the Legal Notice dated 12.02.2016 has himself denied all averments made by the landlords *qua* payment of rent @ Rs. 10,000/- per month. The learned counsel further submitted that there is no requirement on the part of the landlords to file Registration Certificate under the Shops & Establishment Act or any bills since the GST Certificate and Income Tax Certificates were already on record to show/ disclose the existence of the said business and thus the *bona fide* requirement of the landlords. In any event, the learned counsel submitted

⁹ 2014: DHC:1550

¹⁰ 264 (2019) DLT 489



that the proceedings under *Section 14(1)(e)* of the DRC Act are summary in nature and as such the DRC codex does not make the filling of any of the aforesaid Certificates mandatory for showing his *bona fide requirement*. Lastly, the learned counsel submitted that the property jointly owned by the landlords and their wives was earlier booked by the Municipal Corporation of Delhi (**MCD**) during its construction, leading to the work being stopped midway. Consequently, the aforementioned property remains in a dilapidated/ derelict condition, leaving the landlords with no *alternative accommodation*.

12. This Court has heard learned counsel for the parties and also gone through the documents and pleadings on record as well as the case laws cited by them.

13. *Admittedly*, since there is no dispute regarding the payment of rent by the tenant *qua* the subject premises @ of Rs. 150/- to the erstwhile owner against rent receipts, as also the Sale Deed(s) dated 20.12.2013 whereby the landlords herein have stepped into the shoes of the erstwhile owners, the issue of *landlord-tenant relationship* between the parties stood proven. The learned ARC, in view of the same, has held as under:-

“Respondent has not disputed that the petitioners are the owner of the property. He has also not disputed that he is the tenant in the shop at ground floor of the property. As such, it is held that landlord tenant relationship exists between the parties.....”

14. This Court is in agreement with the said findings arrived at by the learned ARC, more so, as held in ***Shanti Sharma and others vs. Ved***



Prabha and ors.¹¹ the landlord is only required to show a better title than that of the tenant. Thus, the same needs no further adjudication.

15. *Qua* the *bona fide requirement* of the landlords, since the Income Tax Certificates and GST Certificates, which are governmental statutory and credible documents, pertain to a period just prior to the filing of the Eviction Petition, although the tenant had denied the credibility of the said Certificates, however, the same being statutory documents and since the time period of issuance thereof is immaterial, there is no reason for doubting them. While considering an application whereby the tenant is seeking leave to defend in an Eviction Petition under *Section 14(1)(e)* of the DRC Act, the yardstick applicable is completely distinct from that of a normal suit. In fact, in the present scenario as per the law laid down in ***Precision Steel Engineering Works and Another vs. Prem Deva Niranjana Deva Tayal***¹² and ***Inderjeet Kaur vs Nirpal Singh***¹³, since the proceedings before the learned ARC were of a summary nature, based on the material filed/ available and being satisfied with the veracity of the said Certificates, the learned ARC found them sufficient/ adequate for the limited purpose of establishing the existence of M/s. Mahadev Traders. As such, this Court agrees with the findings of the learned ARC in the impugned order *qua* that there is no “... ..reason to disbelieve the GST certificate in the absence of any material proof. It is therefore held that the claim regarding business of Mahadev Traders has to be believed...”.

16. In any event, a landlord under the DRC Act only needs to show his

¹¹ (1987) 4 SCC 193

¹² AIR 1982 SC 1518

¹³ (2001) 1 SCC 706



genuine, true, and honest requirement for the subject premises. As held in ***Prativa Devi vs. T.V. Krishnan***¹⁴, a detailed examination of the intricacies/ nuances of the said Certificates was unwarranted. Further, filing of a Registration Certificate under the Shops & Establishment Act or bills by the landlord under the DRC Act is not mandatory for establishing a *bona fide requirement* of the subject premises by the landlords.

17. *Qua* the photographs, which were allowed to be taken on record *vide* order dated 02.11.2023 by this Court, this Court is of the considered opinion that the learned ARC has correctly held that “... ..by looking at a still photograph it can never be said that a person is actively participating in the business. The shop is of Sumit and his brother can always visit the shop without any hindrance. Similarly, respondent has tried to say by showing photographs that board of Mahadev Traders is temporarily installed just for filing of petition. Again, such fact cannot be ascertained from a still photograph... ..”. Therefore, the photographs itself do not establish that the landlord no.1 was operating the aforesaid shop as also that the board of M/s. Mahadev Traders was installed only temporarily.

18. Similarly, though the issue *qua* the shop from where the *alleged* business is/ was being operated was in fact a godown, and the Site Plan filed by the landlords was incorrect, have not been argued before this Court, however, the same also stands settled in view of the findings arrived at by the learned ARC who has held that “... ..no material has been produced by the respondent in support his claim that any portion on the ground floor has been merged for making it a big godown... ..” and that “... ..he himself has not filed any site plan... ..” respectively. Thus,

¹⁴ (1996) 5 SCC 353



the same also warrants no interference.

19. Regarding *alternative accommodation*, although, in his leave to defend application, the tenant referred to the landlords possessing other suitable *alternative accommodation(s)*, however, the assertions *qua* the other floors of the subject premises being vacant and in the possession of the landlords are nothing but mere bald assertions, resultantly, as per dicta laid down by the Hon'ble Supreme Court in **Baldev Singh Bajwa vs. Monish Saini**¹⁵, mere bald assertions bereft of material evidence and carry no weight. The landlords are not the sole owners of any other accommodation and they do not possess any other *alternative accommodation* suitable for their purpose. In any event, mere availability of *alternative accommodations* is not sufficient, and every “*additional*” accommodation is not an ‘*alternative accommodation*’.

20. Even otherwise, in view of what has been held in **Akhileshwar Kumar vs. Mustaqim**¹⁶, **Anil Bajaj vs. Vinod Ahuja**¹⁷, **Shiv Sarup Gupta vs. Dr. Mahesh Chand Gupta**¹⁸, **Viran Wali vs. Kuldeep Rai Kochhar**¹⁹ and **Kanhaiya Lal Arya vs. Md. Ehsan & Ors.**²⁰ the tenant cannot dictate how the landlords chooses to utilize the subject premises, as such, the decisions fall solely within the landlord's prerogative. The mere existence of other *alternative accommodations* does not, by itself, disentitle the landlords from seeking eviction. The assessment of suitability must take into account various factors, including the size, location, accessibility,

¹⁵ (2005) 12 SCC 778

¹⁶ (2003) 1 SCC 462

¹⁷ AIR 2014 SC 2294

¹⁸ (1999) 6 SCC 222

¹⁹ (2010) 174 DLT 328

²⁰ 2025 SCC OnLine SC 432



intended use, viability, and safety of the property, all of which must be collectively considered whilst determining the availability of suitable *alternative accommodation*.

21. *Qua* the Legal Notice, Mr. Amit Gupta, learned counsel for the tenant has sought to contend a new argument which is very different to what was before the learned ARC. Hence, the same being impermissible, need not to be dwelt into. In any event, the tenant has himself in the reply dated 12.02.2016 to the aforesaid Legal Notice by stating “... ..*the rate of rent payable qua the shops in question which is Rs. 300/- per month... ..*”, thus the Eviction Petition was within the ambit of the DRC Act.

22. Similarly, in view of ***Vijay Aggarwal vs. Namita Aggarwal***,²¹ the issue of non-attornment to the tenant as per the Rent Agreement dated 03.03.2000 also need not to be dwelt into. As such, reliance upon ***Vijay Kumar Ahluwalia (supra)*** by Mr. Amit Gupta, learned counsel for the tenant is misplaced.

23. Be that as it may, as held in ***Sarla Ahuja vs. Union India Insurance Company Ltd.***²² and ***Abid-Ul-Islam vs. Inder Sain Dua***²³, it is no more *res-integra* that in a revision petition under *Section 25B(8)* of the DRC Act, setting aside the impugned judgment is only possible under exceptional circumstances, like when there exists an error apparent on the face of the record, or there is something glaringly amiss, or there is anything contrary to the position of law.

24. In view of the aforesaid, since this Court agrees with the findings

²¹ 2017:DHC:5177

²² (1998) 8 SCC 119

²³ (2022) 6 SCC 30



rendered by the learned ARC in the impugned order, as also since the tenant has been unable to raise any grounds for interference by this Court, the impugned order dated 03.08.2024 passed by the learned ARC is affirmed.

25. In view of the foregoing discussion and analysis, the present revision petition, along with pending application(s), stands dismissed, leaving the parties to bear their own costs.

26. As such the tenant is liable to hand over vacant and peaceful physical possession of the two shop(s) situated at ***ground floor of property bearing no. 5689 (New) and 7586, 7587 (Old) situated at Gali Hanuman Mandir (Sholal), Factory Road, Nabi Karim, Paharganj, New Delhi-110 015***, to the landlords, since the benefit of *six months'* period as per Section 14(7) of the DRC Act has already lapsed.

27. Accordingly, the respondents/ landlords are free to take appropriate steps in accordance with law.

SAURABH BANERJEE, J.

NOVEMBER 03, 2025/So/AKS