



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

% ***Date of decision: October 06, 2025.***

+ **RC.REV. 75/2021 & CM APPL. 14493/2021**

**MOHAMMAD AAMIR THROUGH SPA** **.....Petitioner**

Through: Mr. Shafiq Khan and Ms. Anjani  
Suri, Advs.

Versus

**MOHD ARIF ANSARI** **.....Respondent**

Through: Ms. Zubeda Begum and Ms. Sana  
Ansari, Advs.

**CORAM:**

**HON'BLE MR. JUSTICE SAURABH BANERJEE**

**J U D G M E N T (O R A L)**

1. The petitioner/ landlord<sup>1</sup> filed an eviction petition under *Section 14(1)(e)* read with *Section 25B* of the Delhi Rent Control Act, 1958,<sup>2</sup> before the learned CCJ cum ARC (Central District), Tis Hazari Courts, Delhi<sup>3</sup>, seeking eviction of the respondent/ tenant<sup>4</sup> from the second floor (with roof rights) measuring around 50 sq. yds. having two rooms along with a kitchen and a bathroom in property bearing no. 6619 with Ward No. XIII situated at Gali Kumharan, Pahari Dhiraj, Delhi-110 006<sup>5</sup> on the ground of *bona fide requirement* for his own residence along with his family members in the subject premises.

2. It is the case of the landlord that the subject premises was originally purchased by the landlord's deceased father, Mr. Abdul Azeez, from the

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<sup>1</sup> hereinafter referred to as "*landlords*"

<sup>2</sup> hereinafter referred to as "*DRC Act*"

<sup>3</sup> hereinafter referred to as "*learned ARC*"

<sup>4</sup> hereinafter referred to as "*tenant*"



erstwhile owners, Shri. Pawan Kumar and Shri. Madan Mohan, through an Agreement to Sell, General Power of Attorney, Receipts, Possession Letter, Affidavit, and Will, all executed on 20.05.2013<sup>6</sup>. As such, the tenant, who was already residing at the subject premises, after the purchase/ execution thereof, became the tenant of the landlord. The tenant also started to pay rent @ Rs. 3,000/- per month to the deceased father of the landlord. However, the tenant is not paying rent since February 2014 till date. In view thereof, and also since late Mr. Abdul Azeez wanted the landlord to get married, a Legal Notice was sent to the tenant on 14.03.2016.

3. Since the same was of no avail, late Mr. Abdul Azeez filed an eviction petition bearing No.E-24/17/16 (***New No.79181/16***) under *Section 14(1)(e)* of the DRC Act, only to be withdrawn on 02.03.2019, with liberty granted to file a fresh petition in view of the bar contained under *Section 14(6)* of the DRC Act.

4. In the fresh eviction petition being eviction petition no. E-266/19 as per landlord, expansion of his family after his marriage led to a *bona fide requirement* of the subject premises, more so, as there was no *alternative accommodation* available with him in Delhi.

5. Upon service thereof, the tenant filed leave to defend application under *Section(s) 25B(4) and (5)* of the DRC Act. It was essentially his case that the eviction petition was not maintainable as it was filed by only one co-owners, and the earlier eviction petition filed by the father of the landlord on the very same grounds *qua* the same subject premises itself

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<sup>5</sup> hereinafter referred to as “*subject premises*”

<sup>6</sup> hereinafter referred to as “*ownership documents*”



was withdrawn and the right to seek eviction was also waived. It was also his case that the property, where the subject premises is situated, was under the management and control of the Delhi Urban Shelter Improvement Board, and in fact, possession of the roof of the first floor of the subject premises was taken by the tenant from Smt. Kasturi Devi, whereon the tenant raised construction. Moreover, since the tenant was in physical possession of the second floor, he was there by virtue of his own right. Thus, there was no *landlord-tenant relationship* between the parties. As per tenant, there were several *alternative accommodations* available with the landlord, by virtue of his being owner or inheritance. Also, that there was no *bona fide requirement* of the subject premises by the landlord.

6. In response thereto, the landlord reiterated the grounds contained in the eviction petition.

7. After hearing both parties, the learned ARC passed an order dated 17.03.2021<sup>7</sup> holding that since the ownership documents are not registered, as also no rent receipt is adduced, there is indeed a triable issue raised by the tenant with respect to *landlord-tenant relationship* between the parties.

8. Aggrieved thereby, the landlord has filed the present revision petition challenging the order dated 17.03.2021 passed by the learned ARC.

9. The issue *qua landlord-tenant relationship* between the parties has already been heard on 22.09.2025. In fact, after hearing the parties an

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<sup>7</sup> hereinafter referred to as "*impugned order*"



order *qua* that has also been passed on the aforesaid date itself. Today, there is no argument on behalf of learned counsel for the tenant *qua* that.

10. Today, in furtherance of the last hearing, learned counsel for the tenant has drawn the attention of this Court to the Possession Letter dated 20.05.2013, which according to her, is contrary to the Legal Notice dated 14.03.2016. She further submits that the landlord never filed any rent receipts to establish the *landlord-tenant relationship* between the parties.

11. This Court *vide* the last order dated 22.09.2025 while dealing with the said aspect of existence of *landlord-tenant relationship* between the parties already held as under:-

*“1. Learned counsel for the petitioner has addressed, and concluded his arguments.*

*2. A perusal of the impugned order dated 17.03.2021 reveals that the learned ARC, while granting leave to defend, has recorded that on one hand the respondent/ tenant has not filed any supporting document alongwith his leave to defend application, however, on the other hand, the petitioner/ landlord had filed the documents in the form of a notarized Will, a notarized Agreement to Sell, a notarised Possession Letter, and a Receipt, all dated 20.05.2013, to show the transfer/ sale of the property being no. 6619/XIII, situated at Gali Kumharan, Pahari Dhiraj, Delhi-110 006 in favour of his father, along with a Power of Attorney in the form of” a ‘No-Objection Certificate’ executed by other co-owner of the property in his name, with his eviction petition.*

*3. Learned ARC in the impugned order has held that triable issue qua the ownership and the landlord-tenant relationship was raised by the respondent/ tenant since the aforesaid documents were unregistered and thus “... cannot be said to be in-consonance with law... ”. However, surprisingly, in the same order learned ARC has noted that as per the law laid down by this Court in Rajender Kumar Sharma & Ors. Vs. Leela Wati & others*



*[155 (2008) DLT 383] and Jiwan Lal Vs. Gurdial Kaur & Ors. [1995 RLR 162], in an eviction proceeding under the DRC Act a landlord is not required to prove absolute ownership under the Transfer of Property Act, 1882 and is merely required to show that he has a better title than that of the tenant.*

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*5. A perusal of record further reveals that the aforesaid property described by the petitioner/ landlord in the eviction petition is the very same property regarding which the irrevocable GPA, Will, Agreement to Sale, Affidavit, Possession Letter, Receipt, all dated 20.05.2013, were executed by Sh. Pawan Kumar and Sh. Madan Mohan in favour Sh. Abdul Azeez.”*

12. In view of the aforesaid, the fresh submissions made by learned counsel for the tenant, and which were never taken before the learned ARC, do not hold any water. As such, it is reaffirmed that the *landlord-tenant relationship* between the parties stood established.

13. Regarding the aspect, if the landlord having sufficient *alternative accommodations* available with him, learned counsel for the tenant has drawn the attention of this Court to *paragraph nos. 9 to 12* of the application seeking leave to defend filed before the learned ARC. However, *admittedly*, since they were shorn of any material particulars/ details, so much so, the two additional properties were left blank therein, as held in *Sarla Ahuja vs. United India Insurance Co. Ltd.*<sup>8</sup>, *Deena Nath vs. Pooran Lal*,<sup>9</sup> they could not be taken into consideration. More so, since the tenant was to stand on his own legs.

14. Lastly, learned counsel for the tenant seeks to rely upon *Suraj*

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<sup>8</sup> (1998) 8 SCC 119

<sup>9</sup> (2001) 5 SCC 705



***Lamp & Industries Pvt. Ltd. vs. State of Haryana & Anr.***<sup>10</sup>, which is not applicable to the facts involved in an eviction petition under *Section 14(1)(e)* of the DRC Act, wherein as held in ***Shanti Sharma Ors. vs. Ved Prabha and Ors.***<sup>11</sup> the landlord has only to establish a better title and not the ownership of the subject premises. In the present case, the landlord was indeed able to establish a better title than the tenant herein.

15. Barring the above, no arguments were addressed on the aspect of the landlord not having a *bona fide requirement* of the subject premises. As such, the findings *qua* the same in the impugned order are taken to be true and final.

16. Lastly, in the opinion of this Court, the tenant has been unable to make out any case for interference by this Court in a revision petition under *Section 25B(8)* of the DRC Act. As held in ***Sarla Ahuja (supra)***, ***Abid-Ul-Islam vs. Inder Sain Dua***<sup>12</sup> and ***Kuldeep Singh vs. Sanjay Aggarwal***<sup>13</sup>, the challenge by the tenant for setting aside the impugned judgment is only possible under exceptional circumstances whence there is 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.

17. Therefore, in view of the aforesaid as also the last order dated 22.09.2025 passed by this Court, the present petition along with the pending application(s), if any, is allowed and the impugned order dated 17.03.2021 passed by learned ARC is set aside with no order as to costs.

18. Accordingly, the tenant is directed to hand over peaceful and vacant

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<sup>10</sup> (2009) 7 SCC 363

<sup>11</sup> (1987) 4 SCC 193

<sup>12</sup> (2022) 6 SCC 30

<sup>13</sup> MANU/DE/1513/2018



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possession of *the second floor (with roof rights)*, admeasuring around *50 sq. yds., in the property bearing no. 6619 with Ward No. XIII situated at Gali Kumharan, Pahari Dhiraj, Delhi-110 006* to the landlord. However, the tenant shall be entitled to the benefit of *six-months* period from today as per *Section 14(7)* of the DRC Act.

**SAURABH BANERJEE, J.**

**OCTOBER 06, 2025/Ab**