



* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Date of decision: October 08, 2025*

+ RC.REV. 237/2023, CM APPL. 43500/2023-Stay, CM APPL. 43502/2023-Addl.doc.

RAKESH KUMAR

.....Petitioner

Through: Mr. Ajay Kumar, Mr. R.M. Tiwari
and Mr. Manmohan Jha, Advs.

Versus

SH. AJAY GUPTA

.....Respondent

Through: Mr. Pratyaksh Raj, Adv. (Through
VC)

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

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

1. The respondent/ landlord¹ filed an eviction petition being RC ARC No.4/2022 entitled '*Ajay Gupta vs. Rakesh Kumar*' under Section 14(1)(e) of the Delhi Rent Control Act, 1958² against the petitioner/ tenant³ seeking eviction of shop bearing no.1, ground floor⁴, forming a part of property bearing no.B-9, Rana Pratap Bagh, Delhi-110 007⁵ before the ACJ/ARC/North-West, Rohini District Courts, Delhi⁶, on the ground that the same was required for his own *bona fide* need of opening a general store/ grocery shop.

2. Briefly put, it was the case of the landlord before the learned ARC

¹ hereinafter '*landlord*'

² hereinafter '*the Act*'

³ hereinafter '*tenant*'

⁴ hereinafter '*subject premises*'

⁵ hereinafter '*property*'

⁶ hereinafter '*learned ARC*'



that the property was jointly purchased by the landlord's father Mr. Kuldeep Rai and his two brothers *vide* a registered Sale Deed dated 02.05.1968. Thereafter, *vide* a Partnership Dissolution Deed dated 11.04.1975 and then *vide* a Sale Deed dated 08.06.2007, the landlord became a co-owner of the property, which was an undivided and jointly owned by his family members. Later on, it came to his share on account of an oral arrangement. The subject premises was initially let out to the tenant's father, Mr. Sukh Lal, however, after his death, the tenancy had devolved upon the tenant herein. In fact, the landlord filed three rent receipts issued by himself between 2017-2020 in the name of the father of the tenant. Lastly, though the landlord was working as an Insurance Agent, however, due to health reasons, he was unable to carry out the field work and wanted to start his own business by opening up a general store/ grocery shop from the subject premises since it was situated right below his residence and he did not have any vacant property and/ or any other alternative suitable accommodation available at his disposal for the said purpose.

3. Upon being served, the tenant filed an application under *Section 25B(4)* of the Act seeking leave to defend. It was primarily the case of the tenant that although his father was inducted as a tenant in the subject premises, however, there existed no *landlord-tenant relationship* between the parties, as also that the landlord was not the owner of the subject premises and there was a pending dispute being Eviction Petition No.463/1989 entitled '***Abhay Kumar S/o Kewal Krishan vs. Sh. Sukh Lal & Ors.***' *inter se* the co-owners qua the subject property. Also, the other legal representatives of the tenant had not been impleaded as parties



before the learned ARC. Further, since the landlord had sufficient *alternative accommodation* available to him as out of the *seven* shops in the subject property, *three* shops were lying vacant for the past five years. Lastly, the tenant disputed the oral family agreement as it was a sham. Since the landlord and his father were affluent people engaged in the business of money lending, there was no *bona fide* need of subject premises by the landlord and the filing of the eviction petition was a tool being used to enhance the rent.

4. In response thereto, the landlord reiterating its stance as stated in the eviction petition, denied the submissions advanced by the tenant in the leave to defend application. In rejoinder to the aforesaid reply, the tenant reaffirmed the submissions advanced in the leave to defend application.

5. Based on the above, as also after hearing the arguments advanced by both sides, the learned ARC dismissed the application for leave to defend of the tenant *vide* order dated 23.03.2023⁷ holding that the *landlord-tenant relation* being admitted stood established, the *bona fide requirement* of the landlord seemed to be genuine and the tenant apart from making bald oral claims, had failed to substantiate, by way of credible proof of existence of any other alternative suitable accommodation. Therefore, since the pleas of the tenant were without substance, the matter was not worthy of adjudication by way of evidence. As such, the learned ARC proceeded to pass an order of eviction in favour of landlord and has called upon the tenant to vacate the subject premises.

⁷ hereinafter '*impugned order*'



6. Hence the present revision petition seeking setting aside of the impugned order dated 23.03.2023 passed by the learned ARC.

7. Mr. Ajay Kumar, learned counsel for the tenant submits that there was no *landlord-tenant relationship* between the parties herein, as it was the father of the landlord who was the landlord of the subject premises and also as there was no proof of his being the landlord before the learned ARC.

8. Mr. Ajay Kumar, learned counsel submits that even though there were *three* shops apart from the subject premises which were available to the landlord as *alternative accommodations*, however, they have been ignored by the learned ARC by merely relying upon an alleged oral family agreement, moreover, since the landlord was collecting rent from one Mr. Sohan Pal. Otherwise also, as per the learned counsel the landlord has concealed a number of *alternative accommodations*, which have come to the knowledge of the tenant after the adjudication of the leave to defend application. The learned counsel further submits that the landlord alongwith his brother Mr. Gautam Gupta is the owner of the property bearing no.E-116, admeasuring 54.25 sq. yds. situated in Shastri Nagar, Delhi-110 052 and has purchased a property bearing no.C-70/10 admeasuring 250 sq. yds. situated at Rana Pratap Bagh, Delhi.

9. Mr. Ajay Kumar, learned counsel lastly submits that irrespective of the landlord working as an Insurance Agent, he is a wealthy man with a number of alternative businesses and properties available at his disposal.

10. *Per Contra*, Mr. Pratyaksh Raj, learned counsel for the landlord at the outset supports the findings of the learned ARC in the impugned order



while adjudicating the leave to defend application of the tenant. The learned counsel submits that since the landlord is a 1/6th shareholder in the subject property, by virtue of an oral arrangement *inter se* themselves, *one* shop out of the *seven* shops in the said property i.e. the subject premises has come to his share, therefore, the claim of his father being the landlord falls flat. The learned counsel also submits that since the *first* floor of the subject property is being used as residence by the landlord's family, the subject premises being situated at the ground floor is best suitable for the needs of the landlord.

11. Mr. Pratyaksh Raj, learned counsel further submits that, by way of the present petition, the tenant cannot be allowed to circumvent the scope of revisional jurisdiction by relying upon additional documents as there are no sufficient reasons for bringing them on record. Be that as it may, the landlord is running no other business, much less what the tenant contends to herein, as it is being run by his brother and also he does not hold any rights/ interest/ entitlements to any other commercial property about which the tenant is talking about herein.

12. Lastly, Mr. Pratyaksh Raj, learned counsel submits that as per the settled position of law, the degree of interference by the revisionary Court is to be exercised sparingly and only under exceptional circumstances under *Section 25B* of the Act. Thus, since the tenant has failed to show any illegality or error apparent on the face of the impugned order, rather has raised the same issues and contentions which were raised before the learned ARC, the present petition is liable to be dismissed.

13. This Court has heard the learned counsel for the parties as also gone through the pleadings and documents on record.



14. Since the tenant is once again elaborating upon the very same grounds as were asserted by him in his leave to defend application, and which have been negated by the learned ARC, it is imperative for this Court to see the same through the eyes of a revisionary Court while dealing with the present revision petition under *Section 25B* of the Act.

15. As held in ***Charan Dass Duggal v. Brahma Nand***⁸ and ***Deena Nath v. Pooran Lal***⁹, a tenant was required to raise a tenable issue worthy of credence which could disentitled the landlord from seeking recovery of possession of the subject premises from the tenant. The tenant was required to raise an issue worthy of *trial*, which had to be backed with precision and/ or duly supported by requisite document(s)/ proof(s) with prudence. Simply put, the assertions ought to have been more than just mere averments and neither a work of fiction nor arising out of his imagination and had to be such that they appealed to the conscience of the learned ARC for enabling him to allow his application seeking leave to defend. Without the above, the learned ARC could not have tested the veracity of the alleged '*triable issue*' raised by the tenant. Thus, the question is whether the tenant was able to cross the said hurdle of raising any *triable issue* before the learned ARC.

16. As per record, the existence of *landlord-tenant relationship* between the parties stood established since the tenant neither denied that his father was paying rent to the landlord's father nor the three rent receipts issued by the landlord between 2017-2020 in the name of his father. As such, this Court is in agreement with the findings of the learned

⁸ (1983) 1 SCC 301

⁹ (2001) 5 SCC 705



ARC *qua* the issue of *landlord-tenant relationship*.

17. The eviction petition was filed by the landlord as a co-owner, which in view of what has been held in ***India Umbrella Mfg. Co. v. Bhagabandei Agarwalla***¹⁰ and ***Om Prakash v. Mishri Lal***¹¹, was very much maintainable before the learned ARC and there was no requirement for the landlord to implead the legal representatives of the parties involved. Thus, this Court is also in agreement with the findings of the learned ARC *qua* non-requirement of impleading the legal representatives of the parties.

18. Regarding the landlord having a *bona fide requirement* of the subject premises, primarily the only plea raised by the tenant before the learned ARC was *qua* the landlord and his family members being affluent people as against the specific plea of the landlord that he wanted to start a grocery store from the subject premises situated on the ground floor as he was residing on the first floor above it. The said requirement of the landlord can easily qualify as being genuine, worthy, legitimate, sincere and reasonable for establishing a *bona fide requirement* of the subject premises for his commercial needs as it was not whimsical, imaginary and/ or fanciful. Reliance is placed upon ***Ragavendra Kumar v. Prem Machinery & Co.***¹², ***Balwant Singh v. Sudarshan Kumar***¹³ and ***Kanhaiya Lal Arya v. Md. Ehsan & Ors.***¹⁴.

19. In any event, it is not for the tenant to adjudicate the requirement,

¹⁰ (2004) 3 SCC 178

¹¹ (2017) 5 SCC 451

¹² (2000) 1 SCC 679

¹³ (2021) 15 SCC 75

¹⁴ 2025 SCC OnLine SC 432



need, necessity and option of the landlord in an eviction proceeding under Section 14(1)(e) of the DRC Act as involved herein. Reliance is placed upon ***Prativa Devi vs. T.V. Krishnan***¹⁵ and ***Sarla Ahuja vs. Union India Insurance Company Ltd.***¹⁶, wherein it has been held that the requirement of the landlord cannot be doubted as he is the best judge, over which the tenant has no say and the landlord need not show any substantive proof *qua* actual *bona fide* requirement, rather any such assertion/ claim made by the landlord is itself sufficient for the Court to proceed with the presumption that there is indeed a *bona fide* requirement of the premises by the landlord.

20. Though the tenant raised the issue of the landlord having other suitable *alternative accommodation* which were lying vacant, however, the same is rejected on two grounds, *firstly*, as the tenant was not able to substantiate the above by way of credible proof, and as held in ***Baldev Singh Bajwa v. Monish Saini***¹⁷, the said plea being bald, vague and bereft of any material particulars cannot sustain, and, *secondly*, as admittedly none of the said shops were exclusively belonging to the landlord himself as they were jointly owned by him and his family members, and as held in ***J.R. Ramesh Kumar v. N. Prabhakar Rao***¹⁸, the same can also not sustain. Thus, the said contention of the tenant *qua* suitable *alternative accommodation* of the landlord lying vacant has also rightly been rejected by the learned ARC. Once again, it is for the landlord to judge the suitability as per his requirement and the tenant cannot simply say that

¹⁵ (1996) 5 SCC 353

¹⁶ (1998) 8 SCC 119

¹⁷ (2005) 12 SCC 778

¹⁸ 2000 SCC OnLine AP 492



there are other *alternative accommodation* available with the landlord.

21. With respect to having discovered other *alternative accommodations* after passing of the impugned order, they cannot be allowed since the same is well beyond the fixed time frame of *fifteen days* within which the tenant can make out a case for grant of leave to defend; and since the tenant has not been able to set out any plausible reason for getting them on record under revisional jurisdiction; and lastly since mere availability of such *alternative accommodations* with the landlord is itself not sufficient to categorize as suitable, acceptable, proper and fitting to the needs of the landlord.

22. Lastly, as held in ***Sarla Ahuja vs. Union India Insurance Company Ltd.***¹⁹; ***Abid-Ul-Islam vs. Inder Sain Dua***²⁰ and ***Kuldeep Singh vs. Sanjay Aggarwal***²¹, it is no more *res-integra* that in a revision petition under *Section 25B(8)* of the DRC Act, the challenge by a tenant for setting aside the impugned order/ judgment is only possible under exceptional circumstances like 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.

23. In view of the foregoing analysis, this Court is in complete agreement with the findings recorded by the learned ARC *qua* all the three aspects i.e. *landlord-tenant relationship*, *bona fide* requirement and no alternative suitable accommodation as also since the tenant has been unable to raise any grounds for interference by this Court, the impugned

¹⁹ (1998) 8 SCC 119

²⁰ (2022) 6 SCC 30

²¹ MANU/DE/1513/2018



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order dated 23.03.2023 is upheld.

24. Accordingly, the present revision petition, alongwith pending application(s), if any, is dismissed, leaving the parties to bear their respective costs.

25. As such, the tenant is directed to handover vacant and peaceful physical possession of shop bearing no.1, ground floor, forming part of property bearing no.B-9, Rana Pratap Bagh, Delhi-110007, to the landlord with immediate effect, particularly, since the benefit of *six-months* period as per *Section 14(7)* of the DRC Act has already lapsed.

SAURABH BANERJEE, J.

OCTOBER 8, 2025

Ab/DA