



2025:DHC:9375



\* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of decision: October 08, 2025

+ RC.REV. 304/2018, CM APPL. 26854/2018, CM APPL. 62844/2025

**HARBANS SINGH** .....Petitioner

Through: Mr. Rajat Aneja, Advocate

Versus

**ANAND TYAGI** .....Respondent

Through: Mr. Varun Tyagi, Mr. Sunil Chauhan, Ms. Shagun Gupta and Mr. Ishan Srivastava, Advs.

**CORAM:**

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

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

1. The respondent/ 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> entitled '*Anand Tyagi vs. Sardar Harbans Singh*' being *RC/ARC No.84/2017* before the learned ACJ/ CCJ/ ARC (West) Tis Hazari Courts, Delhi<sup>3</sup>, seeking eviction of the petitioner/ tenant<sup>4</sup> from the tenanted shop, i.e. shop on the ground floor of the property bearing no.WZ-11, Kailash Park, main Najafgarh Road, New Delhi-110 015<sup>5</sup>, on the grounds of *bona fide requirement* for commencing a new business of selling electronics and communication items for his son, as there was no other suitable

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<sup>1</sup> Hereinafter referred to as "*landlord*"

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

<sup>3</sup> Hereinafter referred to as "*ARC*"

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

<sup>5</sup> Hereinafter referred to as "*subject premises*"



*alternate accommodation* available with him.

2. Succinctly put, it was the case of the landlord that the tenant was inducted in the subject premises in the year 1965 by the late father of the landlord, and since the year 1980, rent was being paid to the late father of the landlord, i.e., Sh. Gokul Chand Tyagi @ of Rs. 5/- per month and after his death to the landlord as the subject premises devolved upon him by virtue of a partition @ of Rs. 200/- per month with effect from 2010 till June 2016. Thus, he was a tenant of the landlord all throughout. It was also the case of the landlord that the subject premises was needed for his *bona fide requirement* as his son Sh. Shantanu Tyagi, who had experience and qualifications in the field of sales, wanted to commence a new business of selling electronics and communication items, and there were no other suitable *alternative accommodation* available with him for that purpose. Since the tenant defaulted in paying rent since June 2016, the landlord issued a Legal Notice dated 04.01.2017 to him. In response thereto, though the tenant, sent a Money Order of Rs. 1,400/- towards rent for the period from July 2016 to January 2017, along with his reply dated 17.01.2017, however, he denied the existence of any *bona fide requirement* of the subject premises by the landlord.

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 disputed the ownership of the landlord; and the existence of *landlord-tenant relationship* between the parties as the tenancy stood in the name of M/s. Sewak Steel Furniture, a partnership firm with Sh. Harbans Singh and Sh. Preet Pal Singh as its partners, as also since a previous Eviction Petition no. 201/82 filed under *Section 14(1)(a) & (j)* of



the DRC Act by the same landlord against the same tenant had already been dismissed by the learned ARC on 21.03.1986, holding that there was no existence of *landlord and tenant relationship* between the parties. Further, the landlord had several *alternate accommodations* in the form of property nos. WZ-69 and WZ-31 at Basai Darapur, Delhi-110 015, in addition to other property nos. A-1, B-1, WZ-57, 13/3741 at Sudama Puri, Delhi-110 032. Lastly, since the son of the landlord was already employed, there was *no bona fide requirement* for the subject premises.

4. In response thereto, the landlord denied all the aforesaid contentions of the tenant. In turn, the tenant, in his rejoinder, reiterated the same contentions raised by him in his application seeking leave to defend and denied the case of the landlord.

5. Reckoning that the tenant was unable to raise any triable issue *qua* there being no *landlord-tenant relationship* between the parties, and there being no *bona fide requirement* of the subject premises by the landlord, as also there being no available *alternative accommodation* for the landlord, the learned ARC *vide* order dated 15.05.2018<sup>6</sup> allowed the Eviction Petition of the landlord 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 has filed the present revision petition.

7. *Vide* order dated 10.10.2018 notice was issued by this Court and subsequently two applications, i.e., *CM APPL. 14107/2019* and *CM APPL. 4115/2023* for taking on record subsequent developments along

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<sup>6</sup> Hereinafter referred to as “*impugned order*”



with additional documents *qua* the landlord having possession of the property bearing no. WZ-11, Kailash Park, Opposite Kriti Nagar, New Delhi-110 015, and property bearing no. A-1, Sudama Puri, Moti Nagar, New Delhi-110 032, filed by the tenant, were allowed by the Court *vide* order dated 09.02.2024. In effect, the documents filed therewith are also to be taken into consideration by this Court.

8. Once again, the tenant has moved another application being *CM APPL. 62844/2025* for placing on record photographs of the property bearing no. A-1, Sudama Puri, Moti Nagar, New Delhi, which is listed today along with the petition. Interestingly, on 19.09.2025 and 25.09.2025, the learned counsel for the tenant had already concluded his arguments, and there was not a whisper made by him *qua* any of the above, now belatedly sought to be filed by him. Therefore, at this stage, when the matter is listed today only for the landlord to file documents in compliance with the last order dated 25.09.2025, this Court sees no reason for allowing the present belated application whereby the tenant seeks to add onto his existing case.

9. In any event, *firstly*, the said application is bereft of any plausible and/ or cogent reasons for non-filing of the accompanying photographs of the shop at any time before, and *secondly*, the said photographs are unverified, uncorroborated, and without any particulars for taking the same on record. Reference in this regard is made to ***Gaya Prasad vs. Pradeep Srivastava***<sup>7</sup> and ***Kuldeep Singh vs. Sanjay Aggarwal***,<sup>8</sup> wherein it is held that the tenant has to make out a case so as to convince the Court

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<sup>7</sup> (2001) 2 SCC 604

<sup>8</sup> 2018 SCC OnLine Del 8562



that the subsequent event(s)/ occurrence(s) carry such gravity that it would amend/ extinguish/ mould the nature/ character of the entire proceedings before the Court which incontrovertibly would have a fundamental bearing on the final relief sought. In the present case, the tenant has not been able to make out any case which can occasion this Court to take them on record. Thus, mere filing of such photographs, whose relevance is shrouded in mystery, cannot be a ground for consideration at the time of adjudicating an application after arguments have already been concluded. Moreover, they were not before the learned ARC at the time of adjudication of the application for leave to defend of the tenant. The tenant, thus, cannot also be permitted to improve his case by filing belated applications. Therefore, as a sequitur, *CM APPL.62844/2025* stands dismissed.

10. Mr. Rajat Aneja, learned counsel for the tenant, referring to ***Sanjay Chugh vs. Opendar Nath Ahuja***,<sup>9</sup> submitted that there was no *landlord-tenant relationship* between the parties, as the landlord had failed to produce any document showing the ownership of the subject premises. Regarding *alternative accommodations*, he submitted that the landlord has concealed the existence of *alternative accommodations* and the filing of multiple Eviction Petitions as also that the landlord has already taken vacant possession of property bearing no. A-1 Sudama Puri, New Delhi, on 30.09.2017, and of the property bearing no. WZ-11, Kailash Park, Opposite Kriti Nagar, New Delhi, during the pendency of the present revision petition. Thus, *admittedly* there are *alternative accommodations*

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<sup>9</sup> 207 (2014) DLT 271



present with the landlord, and since the son of the landlord, for whom the subject premises is being sought, is in fact, already working as a professional, there is no *bona fide requirement* of the subject premises. As such, the tenant was able to raise *triable issues* before the learned ARC. In support thereof, he refers to the case of ***Mattulal vs. Radhev Lal***<sup>10</sup> and ***Charan Dass Duggal vs. Brahma Nand***.<sup>11</sup>

11. *Per contra*, Mr. Varun Tyagi, learned counsel for the landlord, submitted that it was an *admitted* fact that the tenant was paying rent to the landlord, as also since the learned ARC has affirmed the said fact *vide* the impugned order. As such, there was/ is a *landlord-tenant relationship*. Regarding *alternative accommodation*, *qua* property no. A-1 Sudama Puri, New Delhi, although the said property was to be used for setting up a factory to manufacture corrugated boxes, however, as it is situated in a non-conforming area, the same is not suitable for commercial or industrial activities. *Qua* property bearing no. WZ-11, Kailash Park, Opposite Kriti Nagar, New Delhi, the same was sought to be vacated for the use of Sh. Abhimanyu Tyagi, the other son of the landlord, and in fact, he is already running an eating point under the name of “*Chowringee Rolls*” from the said property, and thus, as the said property(s) were unfit/ unavailable for the need as raised in the Eviction Petition, there was a *bona fide requirement* for the subject premises.

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

13. Accordingly, this Court proceeds to examine the quintessential

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<sup>10</sup> (1974) 2 SCC 365

<sup>11</sup> (1983) 1 SCC 301



factors *qua* [i] there being a *landlord tenant relationship* between the parties, and [ii] there being a *bona fide requirement* of the subject premises by the landlord, and [iii] there being no *suitable alternative accommodation* available with the landlord, which needs consideration by this Court while dealing with eviction proceedings under *Section 14(1)(e)* of the DRC Act.

14. Since it is admittedly affirmed by the tenant *vide* reply dated 17.01.2017 before the learned ARC that he was paying rent @ Rs. 200 per month to the landlord, and he had also sent a part payment towards the rental dues through a Money Order of Rs.1400/- to the landlord, there was a deemed acceptance of *landlord-tenant relationship*. Further, the learned ARC has, while dealing with the said aspect has held that “...*respondent has categorically admitted paying the monthly rent to the petitioner in respect of the tenanted shop... Respondent himself in his leave to defend application has narrated the chain of ownership/ landlordship in respect of the tenanted shop which ultimately culminated into petitioner becoming the owner of the tenanted shop by virtue of family partition.....*”. The *landlord-tenant relationship* between the parties stands established.

15. It was always the case of the landlord that there was a *bona fide requirement* of the subject premises by him for his son, although he was already working. This, was in contradiction with the case of the tenant that his son was gainfully employed and had no intention of starting the business for which the subject premises is sought. As held in ***Prativa Devi***



**vs. T.V Krishnan**<sup>12</sup> for an Eviction Petition to sustain under *Section 14(1)(e)* of the DRC Act, the landlord was to show that his purpose for seeking the subject premises was genuine, honest, actual, authentic and true, and not fanciful, bizarre, imaginative and strange. So, if the landlord is able to establish the above, an order of eviction shall follow, more so the Court ought to refrain from imposing/ prescribing standards. Any father, like the landlord herein, intending to settle his son by starting a new business is, in the considered opinion of this Court, a genuine cause/ *bona fide requirement* for the landlord to seek eviction of the tenant from the subject premises. Reliance is placed upon **Dwarkaprasad v. Niranjana & Anr.**<sup>13</sup> wherein it is held that a landlord need not wait for himself or his son for whom there is a *bona fide requirement* of the subject premises, to be unemployed or to be in a state of penury. Merely because the son was gainfully employed was not an obstruction for the landlord to seek eviction of the tenant therefrom. Reliance in this regard is also placed upon **Raghunath G. Panhale (dead) by LRs vs. Chaganlal Sundarji and Co.**<sup>14</sup>

16. In fact, *qua* the *bona fide requirement* of the subject premises by the landlord, the learned ARC has held that “... .. *no material has been filed by the respondent to substantiate this contention. No details of the job have been mentioned. Even if it is presumed that the son of the petitioner is into some job, he cannot be denuded of his rights to venture into any business. Furthermore, son can be said to be dependent upon his parents*

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<sup>12</sup> (1996) 5 SCC 353

<sup>13</sup> (2003) 4 SCC 549

<sup>14</sup> AIR 1999 SC 3863





for his financial needs. Therefore, the requirement of the petitioner for starting the business of sale of electronic and communication items by his son cannot be doubted... ..”.

17. Regarding the existence of *alternative accommodation*, the whole premise of the tenant, before the learned ARC and this Court, is *qua* omission of the landlord in disclosing the same in the Eviction Petition before the learned ARC as also the filing of the earlier litigations.

18. The factum of omission/ non-disclosure of other *alternative accommodation* with the landlord, in the considered opinion of this Court, can be of relevance if the tenant is able to establish a material significant, connection, linkage or like which carries sufficient weight for it to be treated as a *triable issue*. All the more so, whence, mere existence of such *alternative accommodation* with the landlord, which, as per the needs/ requirements of the landlord is not “*suitable*” in itself not to be treated as the landlord having an *alternative accommodation*. Thus, the omission/ non-disclosure thereof wanes into insignificance. It is also further relevant to bear in mind that there is a clear difference between the landlord having an *alternative accommodation* and an ‘*additional*’ accommodation in the context of *Section 14(1)(e)* of the DRC Act. The parameters for reckoning both the aforesaid being different, are not always the same. By treating them alike, the tenant herein cannot make a case for denying the relief sought by the landlord in an Eviction Petition under *Section 14(1)(e)* of the DRC Act.

19. In any event, mere omission to disclose the existence of *alternative accommodation* in the pleadings cannot, by itself, be construed as a ground to disentitle the landlord from obtaining a decree of eviction.



Reliance is placed upon ***Meenal Eknath Kshirsagar (Mrs) vs. Traders & Agencies***<sup>15</sup> wherein the Hon'ble Supreme Court has held as under:-

*“18 ... ..It would have been better if she had referred to those facts but mere omission to state them in the plaint cannot be regarded as sufficient for disentitling her from claiming a decree for eviction, if otherwise she is able to prove that she requires reasonably the suit premises for her occupation. We are, therefore, of the opinion that the appellate bench and the High Court clearly went wrong in holding that the said omission was sufficient to disentitle her from getting a decree of eviction and it also disclosed that her claim was mala fide and not bona fide as required by law.....”*

*(Emphasis supplied)*

20. Although, in his leave to defend application, the tenant had referred to the landlord possessing other suitable *alternative accommodation(s)*, however, specifications *qua* three such properties were only provided. In response to the said three properties, as per landlord property bearing nos. A-1 and B1, Sudama Puri, Moti Nagar, New Delhi were both already under tenancy and the property bearing no. WZ-69, Basai Darapur was under use of his family, none of those were a solution for his *bona fide requirement* and, thus, could not qualify as an *alternative accommodation*. Barring this, since rest of the assertions made by the tenant were vague and bereft of any material particulars, the learned ARC relying upon ***Baldev Singh Bajwa vs. Monish Saini***<sup>16</sup>, rejected them.

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<sup>15</sup> (1996) 5 SCC 344

<sup>16</sup> (2005) 12 SCC 778



21. In the revision petition, the tenant has now pleaded that since property bearing nos. A-1, Sudama Puri, Moti Nagar, New Delhi, has been handed over to the landlord on 30.09.2017 and WZ-11, Kailash Park, Opposite Kirti Nagar, New Delhi, during the pendency of the present revision petition, the *bona fide requirement* for which the subject premises was sought no longer survives.

22. Unfortunately, the above is/ are not sufficient to qualify as a *triable issue* for which the tenant can be granted leave to defend and the impugned order is set aside, much less, since recovery of possession of a/ another premises by the landlord cannot be equated with the suitable *alternative accommodation* of the subject premises sought by the landlord. The needs/ requirements of the landlord still remain the same. This Court cannot simply agree with the contentions raised by the tenant that the recovery of another tenanted premises by the landlord was a substitute for the subject premises. The belated plea by the tenant does not cut much ice.

23. Regarding property bearing no. A-1, Sudama Puri, Moti Nagar, New Delhi, as per the landlord, it is situated in a non-confirming area, not fit for commercial/ industrial activities, and the property bearing no. WZ-11, Kailash Park, Opposite Kirti Nagar, New Delhi, is currently occupied by the other son of the landlord, namely Sh. Abhimanyu Tyagi.

24. As such, this Court agrees with the findings of the learned ARC *qua* there being no suitable *alternative accommodations* available with the landlord, as also finds that although this Court had allowed *CM APPL. 14107/2019* and *CM APPL. 4115/2023* and allowed the tenant to bring on record new/ fresh facts on record, however, they are not sufficient for



enabling this Court to set aside the impugned order. The landlord has stuck to his stand of his *bona fide requirement* of the subject premises for a particular/ specific purpose all throughout, before the learned ARC and this Court, as has also been able to give his response(s) to both the *alternative accommodations* available in the aforesaid applications, are, in the considered opinion of this Court, broad enough to reject this revision petition of the tenant.

25. Besides, the aforesaid, as per what has been held in ***Gaya Prasad (supra) and Kuldeep Singh (supra)***, do not have any material bearing on the final relief. Be that as it may, in view of what has been held in ***Akhileshwar Kumar vs. Mustaqim***<sup>17</sup>, ***Anil Bajaj vs. Vinod Ahuja***<sup>18</sup>, ***Shiv Sarup Gupta vs. Dr. Mahesh Chand Gupta***<sup>19</sup>; ***Viran Wali vs. Kuldeep Rai Kochhar***<sup>20</sup> and ***Kanhaiya Lal Arya vs. Md. Ehsan & Ors.***<sup>21</sup>, it is now an established position that it is not for the tenant to dictate the terms as to how the landlord should use the subject premises, and it is the sole prerogative of the landlord himself, that too, merely since there are other *alternative accommodations* available with the landlord. More so, since the assessment of *suitability* must encompass a range of factors, such as the property's size, location, accessibility, intended use, viability, safety considerations, etc., which collectively have to be taken into consideration whilst dealing with the aspect of availability of *alternate suitable accommodation*. Simply because an *alternate accommodation* is available

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<sup>17</sup> (2003) 1 SCC 462

<sup>18</sup> AIR 2014 SC 2294

<sup>19</sup> (1999) 6 SCC 222

<sup>20</sup> (2010) 174 DLT 328

<sup>21</sup> 2025 SCC OnLine SC 432



is not, by itself, a ground to deny the landlord's claim for eviction.

26. Lastly, regarding the earlier litigations *inter se* the parties, wholistically speaking, and in the background involved, the same is hardly of any relevance, more so, whence the tenant is merely banking upon mere filing thereof. A landlord is free to file for eviction on any of the grounds available to him under *Section 14* of the DRC Act, at the same time or at different point(s) of time. Pendency of an another (earlier) Eviction Petition *inter se* the parties *qua* the same subject premises does not disqualify the landlord from filing another one at the same time/ subsequently.

27. In any event, as held in *Sarla Ahuja vs. Union India Insurance Company Ltd.*<sup>22</sup> and *Abid-Ul-Islam vs. Inder Sain Dua*<sup>23</sup>, 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.

28. Considering the above, since this Court is agreeable with the findings 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 15.05.2018 passed by the learned ARC is affirmed.

29. In view of the foregoing discussion and analysis, the present revision petition, along with the pending application(s), stands dismissed,

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<sup>22</sup> (1998) 8 SCC 119

<sup>23</sup> (2022) 6 SCC 30



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leaving the parties to bear their own costs.

30. Accordingly, the tenant is directed to hand over vacant and peaceful possession of the shop situated at the ***ground floor of the property bearing no. WZ-11, Kailash Park, main Najafgarh Road, New Delhi-110 015***, to the landlord within a period of *four weeks*, since the benefit of *six months* period as per *Section 14(7)* of the DRC Act has already lapsed long back.

31. Needless to say, the tenant shall continue to pay as also clear all the arrears of user and occupation charges in terms of the order dated 17.01.2025 passed by this Court, prior to vacation and handing over of the peaceful and physical possession of the subject premises to the landlord.

**SAURABH BANERJEE, J**

**OCTOBER 8, 2025/Ab/aks**