



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

Reserved on: September 25, 2025

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Pronounced on: October 08, 2025

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RC.REV. 35/2023, CM APPLs. 5869/2023, 35128/2023, 41574/2025

SH. MOHINDER SINGH

.....Petitioner

Through: Mr. Rahul Sharma, Mr. Yash Kumar,
Mr. Harsh Bansawal, Mr. Rishabh
Khari and Mr. Ribhu Priyarshee,
Advocates

Versus

SATISH CHANDER SIKKA

.....Respondent

Through: Mr. Raj Kumar, Mr. Atul Singh
Rawat, Mr. Sancheet Sharma and Mr.
Dikshant Kumar, Advocates.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

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 SCJ-cum-RC, Central District, Tis Hazari Courts, Delhi³ seeking eviction of the petitioner/ tenant⁴ from property i.e. Shop admeasuring 22'9"

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*"



x 9'4 ½", Ground Floor, 13/33, WEA, Karol Bagh, New Delhi⁵ for the *bona fide requirement* of the premises to enable his grandson, Mr. Vaibhav Sikka to establish his independent business of food and beverages, as there was no other suitable *alternate accommodation* available.

2. In brief, as per landlord, he became the absolute owner of the complete property having the subject premises *vide* order dated 30.03.2007 passed by this Court in a Suit for Partition being CS(OS) no.2007/1999 entitled *Suresh Chandra Sikka Vs. Salish Chandra Sikka*. On the strength of a Rent Agreement dated 16.11.1983, whereby the subject premises was let out to M/s. Mohindra Electronics, sole proprietorship of the tenant herein, and then *vide* Rent Agreement dated 16.09.1985, it was transferred to the name of the tenant, there was a *landlord-tenant relationship* between the parties. Moreover, there was a *bona fide requirement* of the subject premises by the landlord for his grandson to establish a new fast food/ dessert cafe restaurant business as, after completing his MBA, he had left his job. Considering the location of the subject premises as well as the purpose of the *bona fide requirement* for his grandson, there were no other suitable *alternative accommodation* with the landlord to cater to the aforesaid *bona fide requirement* for opening a fast food/ dessert cafe restaurant.

3. Upon service, the tenant filed an application for leave to defend under *Section(s) 25(4) and (5)* of the DRC Act. In a nutshell it was the case of the tenant that the eviction petition was not maintainable by the General Power

⁵ hereinafter referred to as "*subject premises*"



of Attorney⁶ holder as the site plan had not been filed by the landlord and there was more than one owner of the subject premises. It was also their case that there was no *bona fide requirement* of subject premises for the grandson of landlord as he, in view of his ‘LinkedIn’ profile status, was working, thus, well settled and not financially dependent upon the landlord, and the landlord had *alternative accommodation* available with him, and he had sold and bought various properties recently as well.

4. In response thereto, as per landlord, though the tenant had admitted the *landlord-tenant relationship* between the parties, however, he had taken inconsistent pleas therein *qua* ownership of the landlord.

5. Finding that the tenant was unable to raise any triable issue *qua* any of the issues of there being no *landlord tenant relationship between* the parties, there being no *bona fide requirement* of the subject premises by the landlord, and there being no *available alternative accommodation* for the landlord, the learned ARC *vide* order dated 24.09.2022⁷ 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. Hence, the present revision petition by the tenant.

7. Mr. Rahul Sharma, learned counsel for the tenant, referring to ***Rahabhar Productions (P) Ltd. vs. Rajendra K. Tandon***⁸, ***M.M. Quasim vs.***

⁶hereinafter referred to as “GPA”

⁷hereinafter referred to as “*impugned order*”

⁸(1998) 4 SCC 49



Manohar Lal Sharma⁹, ***Khem Chand & Ors. vs. Arjun Jain & Ors.***¹⁰, ***Vishwanath vs. Gurmeet Singh & Anr.***¹¹, ***Inderjeet Kaur vs. Nirpal Singh***¹², ***Charan Dass Duggal vs. Brahma Nand***¹³ and ***Precision Steel & Engineering Works vs. Prem Deva Niranjana Deva Tayal***¹⁴ submitted that the landlord is not the exclusive owner of the subject premises; and since there were discrepancies *qua* the GPA filed by the landlord in the eviction petition, the same was not maintainable; and the grandson of the landlord, for whom the subject premises is being sought, was working in JK Tyre Industries Ltd., since 2016; and his grandson was inexperienced for running a food business. As such, the demand of landlord for the subject premises is not tenable since there is no *bona fide requirement*. He further submitted that since there are several *alternative accommodations* available with the landlord in the same building, triable issues were raised *qua* the aforesaid grounds and the present petition should be allowed.

8. *Per contra*, Mr. Raj Kumar, learned counsel for the landlord, relying on the judgments entitled ***M/s. Ramnath Exports Pvt. Ltd. vs. Vinita Mehta & Anr.***¹⁵ and ***Shakuntala Devi vs. N.S. Mohan Chit Fund & Finance Co. Pvt. Ltd.***¹⁶, submitted that the issue *qua* GPA was a technical defect, which stood rectified and the learned ARC has taken due note thereof. He then

⁹1981 AIR 1113

¹⁰2013:DHC:4623

¹¹2019:DHC:4961

¹²(2001) 1 SCC 706

¹³(1983) 1 SCC 301

¹⁴(1982) 3 SCC 270

¹⁵(2022) 7 SCC 678

¹⁶(2008) 150 DLT 510 (DB)



submitted that since induction of the tenant he was consistently paying rent. As such, the tenant is estopped under *Section 116* of the Evidence Act, 1872, from disputing the landlord's title. He lastly submitted that, apart from the subject premises, the landlord did not own any other *suitable* property to run the food business.

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

10. The facts disclosed that the tenant cannot be allowed to question the title of the landlord, in view of the categorical assertions made by him in his application for leave to defend as under:-

"5. The Respondent as proprietor of M/S MOHINDRA ELECTRONICS was inducted as a tenant by the Petitioner... .."

7.the Respondent was making the payment of rent for the said rented premises on time as agreed between the Petitioner and his brother and the Respondent from time to time... .."

"8.Since 2011 respondent has been regularly depositing the rent with the court in terms of procedure u/s 27 of the DRC Act.

10. ".... the premises in question is situated, was given on lease for 99 years by Delhi Improvement Trust vide lease dated 9th Day January 1942 registered as document No.91, in Addl. Book No.1, Vol. 39 on pages 25-29 on 30.01.1942 to the father of the petitioner".

11. In view of the above, since the *landlord tenant relationship* between the parties stands admitted by the tenant, the same need not be dwelled into by this Court. This is, more so, since the said contentions of the tenant have been negated by the learned ARC in the impugned order as well.

12. With respect to the *bona fide requirement* of the landlord, the landlord was only to make out a legitimate case setting out the plausible reasons



which are not fanciful and unreasonable to establish a *bona fide requirement* of the subject premises. The landlord was able to establish the same as it was always the case of the landlord that the subject premises was being required for his dependent family member i.e. his grandson “... ..for establishing a new restaurant business in the form of a fast food/dessert café... ..”. The same was a genuine call on behalf of the landlord, who being more than 80 years old, wanted to establish his grandson. His grandson having no expertise in the food industry business did not preclude him from seeking vacation of the subject for commencing ‘a new restaurant business’. It is the discretion of an individual, like the landlord herein, to start a new venture, and experience is immaterial, as held in ***Dhannalal v. Kalawatibai and Ors.***¹⁷ and ***Santosh Kumari Mehra (since deceased) Through LRs Vs. Om Prakash***¹⁸.

13. Moreover, the tenant was unable to establish if the grandson of the landlord was actually employed, as all that was filed by the tenant was ‘LinkedIn’ profile of the grandson of the landlord, which to the contrary merely depicted that he was working as an ‘Intern’. In any event, the landlord had filed a resignation letter of his grandson in response thereto. For any landlord to file an eviction petition under *Section 14(1)(e)* of the DRC Act, and particularly, to establish a *bona fide requirement* of the subject premises, it is irrelevant if the landlord and/ or his family member(s) were employed at the time of filing the same. As held by the Hon’ble Supreme Court in

¹⁷AIR 2002 SC 2572

¹⁸2015 SCC Online DEL 10069



Raghunath G. Panhale (dead) by LRs vs. Chaganlal Sundarji and Co.¹⁹, a landlord need not be in a state of extreme penury or living in a hand to mouth situation.

14. Further, the sale of certain premises by the landlord before filing of the eviction petition under *Section 14(1)(e)* of the DRC Act are irrelevant and immaterial as they cannot be a determining factor for his need of the subject premises at present. Once again, sale/ purchase/ lease of other properties by the landlord are not an impediment for a landlord to file eviction proceedings under *Section 14(1)(e)* of the DRC Act. In any event, the tenant had merely made bald and vague assertions with no substantiation, which in view of the settled position of law in ***Sarla Ahuja vs. United India Insurance Co. Ltd.***²⁰ and ***Deena Nath vs. Pooran Lal***²¹ were insignificant and inconsequential.

15. Similarly, regarding *alternative accommodation*, though there were denials made by the tenant, however, once again, they were bald assertions which are unsupported by material pleadings/ adequate evidence. These were not sufficient to satisfy the judicial conscience. In any event, as held in ***Kanahaiya Lal Arya vs. Md. Ehshan & Ors.***²² and ***Lata Prasad Gupta vs. Sita Ram***²³, the tenant could not have dictated terms qua usage of an accommodation to a landlord, since it is the prerogative of the landlord to do the same.

¹⁹AIR 1999 SC 3863

²⁰(1998) 8 SCC 119

²¹(2001) 5 SCC 705

²²MANU/SC/0264/2025

²³2017 SCC Online Del 13026



16. Significantly, for raising triable issues, it was incumbent upon the tenant to have generated some level of confidence in the learned ARC, however, the same was missing on the part of the tenant.

17. Barring the above, no other issue was pressed and/ or argued by Mr. Rahul Sharma, learned counsel for the tenant.

18. The learned ARC has, after considering the aforesaid, passed a detailed and well-reasoned order and this Court is in agreement therewith.

19. Lastly, it is a settled proposition of law that in a revision petition under *Section 25B(8)* of the DRC Act, the challenge by the tenant for setting aside the impugned judgment is only possible under exceptional circumstances like 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. Reliance in this regard is placed upon *Sarla Ahuja (supra)* and *Abid-Ul-Islam vs. Inder Sain Dua*²⁴ passed by the Hon'ble Supreme Court and upon *Kuldeep Singh vs. Sanjay Aggarwal*²⁵ passed by this Court.

20. Finding no infirmity, illegality or irregularity in the well-reasoned impugned order dated 24.09.2022 passed by the learned ARC, there are no reasons for any interference therein.

21. As such, the eviction of the tenant *qua* the subject premises being *Shop measuring 22'9"x 9'4 1/2"*, *Ground Floor, Building Number 13/33, WEA, Karol Bagh, New Delhi* passed in favour of the landlord by the learned ARC *vide* the impugned order dated 24.09.2022 is affirmed. The tenant is directed

²⁴(2022) 6 SCC 30

²⁵MANU/DE/1513/2018



to handover peaceful and vacant possession of the subject premises forthwith, since the benefit of *six-months* period as per *Section 14(7)* of the DRC Act has already lapsed.

22. Accordingly, the present revision petition along with pending application(s), if any, is dismissed with no order as to costs.

23. Resultantly, the stay granted *vide* order dated 22.08.2023 stands vacated. However, the tenant shall pay the user and occupation charges for the period from 01.09.2023 onwards at the rate of Rs.1,60,000/- (*Rupees One Lakh Sixty Thousand only*) per month on or before the 7th day of each calendar month till vacation of the subject premises.

SAURABH BANERJEE, J

OCTOBER 08, 2025/bh