



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

% ***Date of decision: September 10, 2025***

+ **RC.REV. 183/2018 & CM APPL. 3720/2025**

SANJAY PANDEY

.....Petitioner

Through: Mr. A.K. Pandey, Advocate
(Through VC) along with petitioner
in person.

Versus

LALITA

.....Respondent

Through: Mr. Aditya Aggarwal Advocate.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T (Oral)

1. The respondent/ landlord¹ filed an Eviction Petition under *Section 14(1)(e)* read with *Section 25B* of the Delhi Rent Control Act, 1958,² before the learned Senior Civil Judge/ Rent Controller, Shahdara, Karkardooma Courts, Delhi³, seeking eviction of the petitioner/ tenant⁴ from property bearing no.D-243, New Sanjay Amar Colony, Vishwas Nagar, Delhi-110 032⁵, for the *bona fide requirement* of the premises for her own residence as well as that of their family members, as there is no other suitable *alternate accommodation* available.

2. As per landlord, she was the absolute owner of the subject premises as she was having the General Power of Attorney, Agreement to Sell and

¹ hereinafter referred to as "*landlord*"

² hereinafter referred to as "*DRC Act*"

³ hereinafter referred to as "*RC*"

⁴ hereinafter referred to as "*tenant*"

⁵ hereinafter referred to as "*subject premises*"



receipt dated 23.07.2001⁶ *qua* the subject premises in her favour from the erstwhile owner thereof, her brother Mr. Amar Nath, and thus she was the landlord thereof as well. Therefore, there was a *landlord tenant relationship* between the parties herein. Being 44 years old and having three unmarried children, who all were residing with her @ D-235, New Sanjay Amar Colony, Vishwas Nagar, Delhi-110 032 admeasuring 8' x 15' sq yds., which had only two rooms, and as one of her sons was aged about 24 years, he was of marriageable age, the two rooms therein were insufficient. Therefore, the *bona fide requirement* had arisen *qua* her and for her family members, more so, since she did not possess any other suitable *alternate accommodation* in Delhi.

3. The landlord also submitted that in addition to the eviction petition under *Section 14(1)(e)* of the DRC Act, since the tenant stopped making payments despite several requests, a petition under *Section 14(1)(a)* of the DRC Act was also filed against him due to non-payment of rent. The same is currently pending adjudication before the learned ASCJ, Karkardooma Courts, Delhi.

4. Upon service, the tenant filed an application for leave to defend under *Section(s) 25(4) and (5)* of the DRC Act, wherein, he relied upon a judgment and part decree dated 01.03.2014 passed by the learned JSCC-ASCJ-GJ (Shahdara) Karkardooma Courts, Delhi in a suit for declaration, mandatory and permanent injunction in his favour since the landlord and others had been directed not to dispossess him without following due process of law. It was also the case of the tenant that he had purchased the subject premises from the same Mr. Amar Nath for a consideration of

⁶ hereinafter after referred to as "*Ownership documents*"



Rs.1,00,000/- [*Rupees One Lakh Only*] in the year 2007 by virtue of an oral agreement, for which no documents were prepared. As such, the tenant claimed to be the owner of the subject premises, as also that there was thus no *landlord tenant relationship* between the parties. In fact, upon receipt of the landlord's Legal Notice dated 22.05.2013, he had replied thereto on 07.06.2013 stating that no *landlord tenant relationship* existed *qua* them. It was also his case that he had also let out one room on the ground floor therein to one Mr. Dilip in November 2014 at a monthly rent of Rs.3,000/- [*Rupees Three Thousand Only*].

5. In response thereto, the landlord submitted that the averments made by the tenant in the application for leave to defend were not corroborated, and, in any event, the affidavit therewith was defective. Thus, it was the case of the landlord therein that there were no triable issues raised therein.

6. Judging by the materials on record and based on the arguments addressed by the learned counsel for both the parties, finding there was/were no triable issue raised by the tenant in the application for leave to defend, *vide* order dated 10.01.2017⁷, the learned RC dismissed the application for leave to defend of the tenant and directed his eviction from the subject premises.

7. Aggrieved thereby, the present revision petition by the tenant.

8. This Court on 01.05.2018, issued notice to the landlord and granted stay *qua* the impugned order. Subsequently, the landlord filed *CM APPL. 3720/2025* to fix the user and occupation charges, wherein this Court *vide* order dated 21.01.2025, has issued notice and called upon the parties to

⁷ hereinafter referred to as "*impugned order*"



file reply/ rejoinder as also their respective lease deeds/ documents and photographs in support of their respective contentions. Since there is nothing on record *qua* that, today the present petition is taken up for disposal.

9. Mr. A.K. Pandey, learned counsel for the tenant, has raised similar arguments as were argued before the learned RC. He submits that the Ownership documents *vide* which the landlord claims ownership of the subject premises are fabricated, and a criminal complaint under *Sections 156(3) and 200* of the Code of Criminal Procedure, 1973 filed by the tenant *qua* them is pending disposal against the landlord. He further submits that the tenant is the owner of the subject premises, which is fortified by the fact that he had let it out to one Mr. Basant Jha on 08.08.2011 by a Rent Agreement, to which one Mr. Amar Nath himself signed as a witness. He then submits that, in view of the impugned order being against the judgment and part decree dated 01.03.2014, the impugned order is unsustainable and liable to be set aside.

10. On the other hand, Mr. Aditya Aggarwal, learned counsel for the landlord submits that after due execution of the Ownership documents in her favour, the landlord was not only the owner but also the landlord of the subject premises as she was having a better title than that of the tenant. He submits that although the tenant professes himself to be the owner thereof on the basis of an averment *qua* an oral agreement and sale consideration of Rs.1,00,000/- [*Rupees One Lakh Only*], however, the same is unsubstantiated and a mere bald statement. On the aspect of *bona fide requirement* of the subject premises, he submits that the landlord is 44 years old having three unmarried children, who all are residing in two



rooms in a small accommodation admeasuring 8' x 15' sq yds., and moreover, since her son is of a marriageable age, the present accommodation is insufficient for her residence with her family members. *Lastly*, on the aspect of having an *alternate accommodation* available with her, he submits that the landlord is having no other accommodation within Delhi. All the above, according to him, are sufficient grounds for upholding the impugned order and dismissal of the present petition.

11. This Court has heard the learned counsel for the parties as also perused the documents on record as well.

12. With respect to existence of a *landlord tenant relationship* between the parties, on one hand the landlord has filed a General Power of Attorney, Agreement to Sell and Receipt dated 23.07.2001 *qua* the subject premises executed by the erstwhile owner thereof, her brother Mr. Amar Nath, however, to controvert them, the tenant has merely averred that he had purchased the subject premises *vide* an oral agreement from the very same Mr. Amar Nath for a consideration of Rs.1,00,000/- [*Rupees One Lakh Only*] in the year 2007, for which no documents were prepared. The same shows that the landlord was, based on the documents, able to substantiate that she had a better title than that of the tenant. Moreover, the tenant merely made a bald assertion *qua* there being an oral agreement. In any event, the tenant was unable to give any details about the mode/ proof of such payment of Rs.1,00,000/- [*Rupees One Lakh Only*] made by him, and/ or was unable to show/ bring on record any receipt *qua* the said amount, and/ or was unable to show/ bring on record any acknowledgement thereof by the said Mr. Amar Nath. In view of the aforesaid, the alleged letting out by the tenant to one Mr. Basant Jha



through a Rent Agreement could not be taken into consideration. It is trite that the tenant was required to show something worthy of merit/ credence, which was much more than mere bald assertions in the leave to defend [*Sarla Ahuja v. United India Insurance Co. Ltd*⁸, *Deena Nath v. Pooran Lal*⁹].

13. Thus, here is a case of the landlord who had primary/ documentary evidence with concrete basis supporting her version versus the tenant having mere secondary/ oral evidence with fictitious stories with mythical characters without any, much less, substantive proof thereof. No doubt, primary/ documentary evidence shall prevail over the secondary/ oral evidence. As such, the tenant was not able to raise any triable issue *qua* non-existence of a *landlord tenant relationship* between the parties. It is trite that the landlord was/ is only required to show a better title than the tenant [*Smt. Shanti Sharma v. Smt. Ved Prabha*¹⁰], which onus was discharged by the landlord with respect to the subject premises. As per settled position of law, this was sufficient for the learned RC to hold that there existed a *landlord tenant relationship* between the parties.

14. With respect to there being a *bona fide requirement* of the subject premises by the landlord, it has been her case since beginning that she was a lady aged about 44 years old having three unmarried children, of whom one of her son was of a marriageable age and that they were all residing together with her in a small accommodation admeasuring 8' x 15' sq yds. comprising of merely two rooms. This, according to the landlord, was not

⁸ (1998) 8 SCC 119

⁹ (2001) 5 SCC 705

¹⁰ 1987 SCC (4) 193



only insufficient but also inadequate for her residence with her family members. Needless to say, the requirement(s) of a landlord are ever changing, particularly, since when an issue of progeny like in the present case, is involved. Also, it is trite that the landlord was/ is the best judge for seeking the subject premises to suit her own and her family members' needs [*Joginder Pal v. Naval Kishore Behal*¹¹ and *Dwarkaprasad v. Niranjana and Anr.*¹²]. Interestingly, the tenant never raised a dispute *qua* any of the above, as also never raised a dispute *qua* there being no *bona fide* requirement of the subject premises by the landlord.

15. Therefore, the tenant was unable to raise any triable issue *qua* there being no *bona fide* requirement of the subject premises by the landlord. On the contrary, the landlord was able to show that she had genuine needs, not only for herself but also for her own family members, especially for the new addition(s) to follow after marriage of her son. Thus, the above was sufficient for the learned RC to hold that she had a *bona fide* requirement of the subject premises.

16. With respect to there being no suitable *alternative accommodation* available with the landlord, it has all along been the case of the landlord that she has no other suitable alternative accommodation and is residing in her present accommodation which is too small and inadequate for her and her ever growing needs of the family members residing with her. Once again, the same was never denied by the tenant all throughout the course of proceedings before the learned RC.

17. Consequently, the tenant was unable to raise any triable issue *qua*

¹¹ (2002) 5 SCC 397

¹² (2003) 4 SCC 549



there being a suitable *alternative accommodation* available with the landlord. As to the landlord, she was able to maintain right through pendency of the proceedings before the learned RC that she, in fact, had no suitable *alternative accommodation* available with her, more so, since there was no denial thereof by the tenant at any point of time.

18. The rest of the issues *qua* impact of the judgment and part decree dated 01.03.2014 on the present petition, the issue of the landlord having filed forged documents and its impact thereof and the impact of a pending *Section 14(1)(a)* petition of the DRC Act on the present petition, are, in the considered opinion of this Court, meritless and need not be considered in view of the aforesaid findings. Be that as it may, the impugned order has been passed after following due procedure in accordance with law, and the tenant was unable to show/ prove anything *qua* the aspect of forgery, and the pendency of a petition under *Section 14(1)(a)* of the DRC Act *qua* the same subject premises could not have come in the way of disposal of the present eviction petition under *Section 14(1)(e)* of the DRC Act.

19. At the end of the day, this Court being a revisional Court while dealing with a petition under *Section 25B(8)* of the DRC Act, which is confined to superintendence with restricted interference, and that too only whence the impugned order suffers from an error apparent on the face of the record, or the findings are perverse, or reflect a misapplication of statutory provisions [*Sarla Ahuja (Supra)* and *Abid-Ul-Islam v. Inder Sain Dua*¹³], the same is not the case in these proceedings before this

¹³ (2022) 6 SCC 30



2025:DHC:8282



Court.

20. Finding no infirmity, illegality or irregularity in the impugned order dated 10.01.2017 passed by the learned RC, there is no plausible reason for interfering with the same and the present revision petition along with the pending application(s) if any, is dismissed with no order as to costs.

21. In view thereof, the stay granted *vide* order dated 01.05.2018 stands vacated.

SAURABH BANERJEE, J.

SEPTEMBER 10, 2025

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