



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

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

+ **RC.REV. 190/2023**

JITENDER KUMAR GOOMBER **.....Petitioner**

Through: Ms. Lata Walia, Ms. Reena Walia
and Mr. Vaibhav K and Mr. Vishal
Bhatnagar, Advocates.

Versus

SURINDER PAL SINGH & ANR. **.....Respondents**

Through: Mr. Satish Sahai, Advocate with
respondent in person.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T (Oral)

1. Learned counsel for the petitioner/ tenant¹, at the outset, seeks some time to bring on record certain additional documents which were filed by one Sh. Gurpreet Singh to whom the tenant is purportedly paying rent, and who she claims is an objector before the learned Executing Court wherein the respondent no.1/ landlord² has initiated execution proceedings *qua* the judgement dated 07.03.2023³ passed by the learned Additional Rent Controller, Tis Hazari Courts, Delhi⁴ in RC ARC No.310/2017.

2. This Court finds that though the present petition was filed way back in July, 2023, and though as per learned counsel for the petitioner she

¹ Hereinafter '*tenant*'

² Hereinafter '*landlord*'

³ Hereinafter '*impugned judgement*'

⁴ Hereinafter '*learned ARC*'



gained knowledge of the aforesaid additional documents way back in October/ November, 2023, she has neither relied upon them till now nor has she filed any of them as yet in any of the subsequent hearings after that. In light of the same, the said submission being without any basis, is rejected, more so, as it is a dilatory tactic merely to prolong the present proceedings.

3. The above is relevant since, *admittedly*, the tenant has not complied with the order dated 26.03.2025 passed by this Court whereby he was/ is to pay the user and occupation charges @ Rs.1,00,000/- per month to the landlord from the date of passing of the eviction order. It was on the basis of the payment of the said charges that this Court had granted stay of the impugned judgement. Further, the tenant's application seeking modification of the said order dated 26.03.2025 *qua* the quantum of user and occupation charges has also been dismissed subsequently *vide* order dated 19.05.2025. In consequence thereof, as on date, the tenant continues to be in possession of Shop no.7, Gokhale Market, Delhi-110 054⁵ without paying any user and occupation charges to the landlord.

4. In view thereof, the present petition is being taken up for hearing.

5. Briefly stated, the landlord instituted an eviction proceeding against the tenant and his brother, who is a proforma party as respondent no.2 herein, *qua* the subject premises under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958⁶, on the ground that there was a *landlord tenant relationship* between the tenant and the landlord, and as the landlord, he required the said subject property for *bona fide* purposes of starting a

⁵ Hereinafter '*subject premises*'

⁶ Hereinafter '*DRC Act*'



spare parts business, especially since he was unemployed and having the responsibility to take care of his then ailing mother.

6. Upon being served, the tenant filed an application seeking leave to defend opposing the eviction petition of the landlord, and contended that there was no *landlord tenant relationship* between the parties, since the tenant was in occupation of the subject premises by virtue of the partnership entered into between his father, Late Sh. Kewal Krishan and the then actual owner, Late Sh. Pritam Singh S/o Late Sh. Jawand Singh, and that subsequent thereto, the tenant has been paying rent regularly to Sh. Gurpreet Singh S/o Late Sh. Pritam Singh. It was also the case of the tenant that there was no *bona fide requirement* alleged by the landlord, as also that there were *alternative accommodations* available with the landlord adjacent to the subject premises, as also in Desh Bandhu Gupta Road, Karol Bagh, New Delhi.

7. The learned ARC allowed the said application for leave to defend of the tenant *vide* order dated 04.04.2018, whereafter both parties led their respective evidence, and addressed arguments. Thereafter, the learned ARC *vide* the impugned judgment, decided all the *three issues* of [i] there being a *landlord tenant relationship* between the parties, [ii] there being a *bona fide requirement* of the subject premises by the landlord, and [iii] there being no available *alternative accommodation* for the landlord, in favour of the landlord and against the tenant, and passed an order of eviction in respect of the subject premises.

8. Thus, the present petition seeking setting aside of the said impugned judgement.

9. The primary contention raised by Ms. Lata Walia, learned counsel



for the tenant is that there is no *landlord tenant relationship inter se* the parties herein. It is the case of the tenant before this Court that he has been paying rent regularly *qua* the subject premises to one Sh. Gurpreet Singh, S/o Late Sh. Pritam Singh, S/o Late Sh. Jawand Singh, who, according to him, is the actual landlord. For this, learned counsel relies upon the testimony of the said Sh. Gurpreet Singh [**RW-3**] who deposed before the learned ARC that the subject premises were originally leased out to the father of the tenant, Late Sh. Kewal Krishan, by way of the partnership arrangement entered into between his father, Late Sh. Pritam Singh and the said Late Sh. Kewal Krishan, and after their passing away, he had been collecting rent from the tenant till date. Learned counsel further also relied upon certain rent receipts issued by the said Late Sh. Pritam Singh, his wife and Sh. Gurpreet Singh respectively to Late Sh. Kewal Krishan as well as the tenant thereafter [**Ex.RW1/1(colly)**] along with a Partnership Deed dated 18.02.1964 [**Ex.RW1/4**], amongst other documents before the learned ARC.

10. Ms. Lata Walia submits that, as contended before the learned ARC, since the property adjacent to the subject premises, being Shop no.57, Gokhale Market, Delhi-110 054, was sold by the landlord during the pendency of the eviction proceedings, the same was reflective of *mala fide* conduct on part of the landlord and clearly negated the plea of *bona fide* requirement urged by him.

11. Ms. Lata Walia then submits that, even otherwise, despite the sale of the aforesaid adjacent premises, the landlord has concealed that he was having alternative accommodations available, specifically in the area of Desh Bandhu Gupta Road, Karol Bagh.



12. Mr. Satish Sahai, learned counsel for the landlord on the other hand, supporting the impugned judgement submits that each of the pleas taken by the tenant before this Court has been dealt with by the learned ARC after a thorough appreciation of evidence. In this regard, he took this Court through the relevant documents on record, as well as the findings of the learned ARC in the impugned judgment.

13. Mr. Satish Sahai, learned counsel further submits that the scope of revisional jurisdiction being narrow in nature, there can be no occasion for this Court to interfere with the impugned judgement, especially since it does not suffer from any illegality or perversity. As such, as per Mr. Satish Sahai, learned counsel for the landlord, the present petition is liable to be dismissed.

14. This Court has heard both Ms. Lata Walia, learned counsel for the tenant, and Mr. Satish Sahai, learned counsel for the landlord as also gone through the pleadings and documents on record.

15. Based thereon, this Court is proceeding to adjudicate the present petition *qua* the *three moot issues* of *Section 14(1)(e)* of the DRC Act.

16. Before the learned ARC, the landlord produced a registered Conveyance Deed dated 26.02.1969 [**Ex.PW1/32**] of the subject premises *inter se* the Government of India and his father, wherein the father of the tenant, late Sh. Kewal Krishan was a witness himself. In fact, to prove the same, the landlord summoned one Sh. Sevajit, the Record Attendant from the Department of Delhi Archives [**PW-4**], who produced the original register containing the relevant Conveyance Deed. In addition thereto, the landlord also filed a registered Relinquishment Deed dated 15.01.2016 [**Ex.PW-1/58 (OSR)**] executed by the other Legal Heirs of his father,



reflecting that he had become the absolute owner in respect of the subject premises.

17. Furthermore, the learned ARC has also considered the documents sought to be relied upon by learned counsel for tenant herein, and found the same to be insufficient for the tenant to derive any benefit therefrom, since the same were unsupported and not duly proved. *Qua* the rent receipts issued by Sh. Gurpreet Singh [*Ex.RW1/1 (colly)*], the learned ARC has held that the same are unsubstantiated by any accompanying income tax returns, money ledgers, etc. Similarly, *qua* the Partnership Deed [*Ex.RW1/4*], the learned ARC has held that the same does not, by itself, prove that the father of Sh. Gurpreet Singh, Late Sh. Pritam Singh S/o Late Sh. Jawand Singh was ever the actual owner of the subject premises. As such, since the tenant was not able to bring on record a single registered instrument/ mutation order/ any other document(s) reflecting the right/ title/ interest, neither of the said Sh. Gurpreet Singh, nor of his father Late Sh. Pritam Singh who is claimed to have inducted the tenant into the subject premises, the learned ARC has categorically held that there is nothing on the record to show, with what authority the said Sh. Gurpreet Singh was, if so, collecting any rent from the tenant. In any event, the said Sh. Gurpreet Singh was only appearing as a witness before the learned ARC as he was not a party thereto.

18. Taking the above into account, the learned ARC has held that “...*the ownership of the petitioner (sic landlord) over the premises in question as well as existence of landlord-tenant relationship between the parties is proved for the purpose of the DRC Act.*”.

19. The aforesaid, coupled with the tenant’s own averment that he was



paying rent, be it to a third party, clearly established that he was indeed a tenant in the subject premises. Since, the landlord was also clearly able to establish that he had a better title than the tenant, thus, as per the settled position of law, in an eviction proceeding like the present one initiated under *Section 14(1)(e)* of the DRC Act, the same was sufficient for establishing a jural *landlord tenant relationship* between the parties [*Smt. Shanti Sharma v. Smt. Ved Prabha*⁷].

20. Therefore, the *landlord tenant relationship* between the parties stood established. Finding no perversity therein, this Court sees no reason to interfere with the same.

21. With respect to the issue of there being a *bona fide requirement* of the subject premises by the landlord, it was the consistent plea of the landlord since beginning that he required the subject premises for the purpose of opening his independent business of sale of spare parts. While at the time of filing of the eviction petition, the mother of the landlord was stated to be ailing and she has since expired, and although thereafter the landlord took up some private job, he has all throughout maintained that he is desirous of starting his own spare parts business from the subject premises since it is suitable for his requirements/ needs. All throughout the trial before the learned ARC, the tenant nowhere controverted the same, since his case was primarily *qua* sale of a certain property being Shop no.57, Gokhale Market, Delhi-110 054, which was adjacent to the subject premises.

22. It is an admitted case that the landlord had only 25% interest in the said adjacent shop along with other members of his family. Thus, he was

⁷ 1987 SCC (4) 193



neither the exclusive nor the absolute owner thereof. Be that as it may, a sale of such a property, especially wherein the landlord has a minor share, *per se*, does not and cannot itself come in the way of his *bona fide requirement* for another suitable premise as per his requirements [***Nirmala Kumari & Ors. v. Girish Kakkar & Anr.***⁸]. Further, it is also settled law that mere assertion of the existence of another property by a tenant is not sufficient, especially for commercial purposes, as there are various factors like the size, location, access, purpose, viability, practicality, safety concerns, footfall, and/ or like which the landlord has the right to take into consideration [***Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta***⁹].

23. Considering the aforesaid, the learned ARC has decided the issue of there being a *bona fide requirement* of the subject premises by the landlord in favour of the landlord and against the tenant.

24. In any event, it is trite that in eviction proceedings under *Section 14(1)(e)* of the DRC Act, the selection of the premises is left to the discretion of the landlord as it was/ is for him to take a call as per his own requirements. The tenant has no say regarding any of the above and cannot have thrust himself upon the landlord. In any event, bald pleas with no cogent support cannot lend any credence to controvert the *bona fide requirement* urged by the landlord [***Sarla Ahuja v. United India Insurance Co. Ltd.***¹⁰, ***Deena Nath v. Pooran Lal***¹¹].

25. Lastly, regarding the availability of a suitable *alternative accommodation* with the landlord, in view of the afore-going analysis and

⁸ 2024:DHC:4041

⁹ (1999) 6 SCC 222

¹⁰ (1998) 8 SCC 119

¹¹ (2001) 5 SCC 705



reasons, there is hardly anything left for this Court to dwell into. More so, since the issue that there was a sale of an adjacent property by the landlord has already been dealt hereinabove. As far as the other property located in Desh Bandhu Gupta Road, Karol Bagh is concerned, the landlord [**PW1**] has deposed that his grandfather held tenancy rights therein and was running his business under the name of M/s. Hindustan Motor Agency therefrom, as also it was established by the grandfather's registered Will dated 19.03.1989 [**Ex.PW1/60**] that the same was bequeathed in favour of his third son/ uncle of the landlord, Late Sh. Shamsheer Singh, who passed away in the year 2000, whereafter his legal heirs surrendered the tenancy rights in the said property.

26. Interestingly, there was complete silence *qua* the above on the part of the tenant before the learned ARC, who, while dealing with the same, has held that the tenant has '*... miserably failed to show the availability of shop in Desh Bandhu Gupta Road, Karol Bagh, New Delhi...* ', in light whereof, there was nothing on record produced by the tenant to show that the landlord had '*... any other shop or commercial accommodation for running the business.*'

27. Even otherwise, it is no longer *res integra* that once it is established that the requirement urged by a landlord is not whimsical, imaginary or fanciful, the Court has not to go into the issue of choosing between different accommodations and/ or their adequacy, etc., since it is the prerogative of the landlord to choose which accommodation is truly suitable for the purpose urged [**Baldev Singh Bajwa v. Monish Saini**¹²,

¹² (2005) 12 SCC 778



Ragavendra Kumar v. Firm Prem Machinery¹³, Kanhaiya Lal Arya v. Md. Ehsan & Ors.¹⁴. In view thereof, more so, since the tenant has not been able to produce any concrete reasons to assail the same, the findings of the learned ARC on the aspect of *alternative accommodation* also do not call for any interference.

28. Lastly, since this Court is dealing with a revision petition, and not an appeal, while performing the supervisory function therein, the scope of interference is very limited. In other words, this Court is required to confine itself to the only inquiry(s) as to whether there is any perversity, irregularity, illegality or the like apparent on the face of the impugned judgement and shall not substitute its own findings in place of those of the learned ARC [***Sarla Ahuja (supra)***, ***Abid-Ul-Islam v. Inder Sain Dua¹⁵***].

29. As such, in view of the aforesaid, and finding no merit in the present petition, there is no reason for interfering with the impugned judgment passed by the learned ARC. More so, when the application for leave to defend of the tenant was allowed and he was accorded due opportunity to lead his evidence.

30. Accordingly, the present petition is dismissed and the impugned judgement passed by the learned ARC is upheld.

31. No order as to costs.

SAURABH BANERJEE, J.

SEPTEMBER 10, 2025

NA

¹³ (2000) 1 SCC 679

¹⁴ 2025 SCC OnLine SC 432

¹⁵ (2022) 6 SCC 30