



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

% **Reserved on: September 16, 2025**  
**Pronounced on: October 10, 2025**

+ **RC.REV. 292/2017, CM APPL. 45944/2019**

**SANDEEP KUMAR**

**....Petitioner**

Through: Mr. Ramesh Kumar, Mr. Alankar  
Tewari, Mr. Tejas Gupta and Mr.  
Rishabh Jain, Advs.

Versus

**NIHAL CHAND**

**....Respondent**

Through: Mr. Jai Sahai Endlaw, Ms. Sagarika  
Kaul, Mr. Ravi Chand Garg and  
Ms. Anju Agarwal, Advs.

**CORAM:**

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

### **J U D G M E N T**

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> before the learned ARC, Pilot Court (Central), Delhi,<sup>3</sup> seeking eviction of the petitioner/ tenant<sup>4</sup> from shop bearing private no.2A situated on the ground floor of property bearing municipal no. 682, Katra Hira Lal, Chandni Chowk, Delhi-110 006<sup>5</sup>.

2. In a nutshell, as per landlord, initially Shop no. 682/1 was under the tenancy of one M/s. Jawahar Singh Man Singh, and Shop no. 682/2 was

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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*'



under the tenancy of M/s. Harbans Lal Chander Prakash. Thereafter, the latter shop was subsequently divided by a wooden partition in two portions. Resultantly, the front portion bearing pvt. no. 2B, came under the occupation of M/s. Harbans Lal Sadhna, while the rear portion bearing pvt. no. 2A came under the occupation of Mr. Chander Prakash Chawla i.e., the adoptive father of the tenant herein. Later on, the landlord became the owner of all the aforesaid shops including the rear shop bearing pvt. no. 2A by virtue of a Sale Deed dated 20.03.1985.

3. Succinctly put, as per landlord, since his existing business of pure cotton fabric and mink blanket was diminishing, he intended to switch to business of sarees, lehengas, gowns, dress material, readymade suits, and other allied products, for which, he had a *bona fide requirement* of the subject premises in addition to the two shops and adjoining chabutra already in his possession. The landlord also declared that apart from the subject premises, he was in possession of three other properties, which were either in dilapidated condition, or occupied for residential use, or were under the tenancy of another tenant. As such, the landlord did not have any other suitable *alternative accommodation* for his requirement.

4. Upon service of summons, the tenant filed an application seeking leave to defend under *Sections 25B(4) and (5)* of the DRC Act. Primarily it was the case of the tenant that since the landlord had multiple other commercial accommodations in his possession, he had no *bona fide requirement* for the subject premises.



5. The learned ARC, after considering the material on record and hearing the parties, *vide* order dated 12.04.2017<sup>6</sup> dismissed the application for leave to defend of the tenant observing that the tenant failed to raise any triable issue therein. As such, the eviction petition of the landlord stood allowed.

6. Hence the present revision petition seeking setting aside of the impugned order dated 12.04.2017 passed by the learned ARC.

7. Mr. Ramesh Kumar, learned counsel for the tenant, at the outset relying upon ***Chander Prakesh vs. Maneel Bansawal***<sup>7</sup> submitted that there is no *bona fide requirement* of the subject premises by the landlord as *[i]* his contention of the existing business having reached a saturation point and become unprofitable is without merit and with no substantiation; and *[ii]* for starting a new business though he always had two vacant adjoining shops already in his possession, but instead he lets them out to seasonal vendors on a revenue-sharing basis; and *[iii]* the subject premises is situated in a predominantly wholesale cloth market where business is generally conducted telephonically and retail consumer presence is minimal and running a saree business there was implausible.

8. Then relying upon ***Rampat vs. Ganaga Devi***<sup>8</sup>, ***Charan Dass Duggal vs. Brahma Nand***<sup>9</sup>, ***Prahlad Rai Mittal vs. Rita Devi***<sup>10</sup>, ***Khem Chand & Ors. vs. Arjun Jain & Ors.***<sup>11</sup>, the learned counsel submitted that the landlord has sufficient *alternative accommodation* in his possession.

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

<sup>7</sup> 264 (2019) DLT 194

<sup>8</sup> 217 (2015) DLT 568

<sup>9</sup> 21 (1982) DLT 378

<sup>10</sup> 196 (2013) DLT 703

<sup>11</sup> 2013 (138) DRJ 154



9. Further, relying upon *Santosh Devi Soni vs. Chand Kiran*<sup>12</sup>, *Kishore & Anr. vs. Prabodh Kumar & Ors.*<sup>13</sup>, *Joginder Dev vs. Uzma Sajid*<sup>14</sup>, *Surender Garg vs. Mohit Jindal*<sup>15</sup>, the learned counsel submitted that since the eviction petition was filed for ‘*additional*’ accommodation in contradistinction to ‘*lack of alternative accommodation*’, the application seeking leave to defend of the tenant ought to have been granted by the learned ARC.

10. Lastly, relying upon *M/s S.K. Seth and Sons v. Vijay Bhalla*<sup>16</sup>, *Rakesh Kumar v. Pawan Khanna*<sup>17</sup>, *Gurbachan Singh Sachdeva v. Gurbachan Singh Puri*<sup>18</sup>, the learned counsel submitted that the learned ARC failed to appreciate that the tenant had raised *triable issues* warranting leave to defend.

11. *Per contra*, Mr. Jai Sahai Endlaw, learned counsel for the landlord, supporting the order passed by the learned ARC, submitted that the landlord required the subject premises to meet his *bona fide* need, particularly, in view of the declining profit of his existing business, and as the subject premises was contiguous to the shops already in the landlord’s possession, it would provide adequate and convenient space for the proposed venture. Moreover, he submitted that the market wherein the subject premises is situated had undergone significant transformation with a majority of the new establishment now engaged in similar saree and allied product businesses.

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<sup>12</sup> JT 2000 (3) SC 397

<sup>13</sup> (2012) 132 DRJ 562

<sup>14</sup> 2020 I AD (DELHI) 349

<sup>15</sup> RC REV 360/2012

<sup>16</sup> 2012 IX AD (DELHI) 314

<sup>17</sup> 195 (2012) DLT 341

<sup>18</sup> 207 (2014) DLT 641



12. Further, the learned counsel submitted that although the landlord has other premises, however, they are not suitable for his requirement since either they are being used for residential purposes or tenanted or in a dilapidated condition. In any event, as per the learned counsel, it is the exclusive prerogative of the landlord to decide the nature of business and the premises from which he wishes to conduct the business.

13. Lastly, the learned counsel submitted that dismissal of the earlier eviction petitions, which were disclosed by the landlord before the learned ARC, had no bearing on the present eviction petition. To buttress all of the aforesaid contentions, reliance was placed upon *Anil Bajaj & Anr. v. Vinod Ahuja*<sup>19</sup>, *Sh. Ashok v. Sh. Gagan*<sup>20</sup>, *Abid-Ul-Islam v. Inder Sain Dua*<sup>21</sup>, *Satish Chand and Another v. Girdhar Gopal Gupta and anr.*<sup>22</sup> and *Sarla Ahuja v. United India Insurance Company*<sup>23</sup>.

14. This Court has heard learned counsel for the parties as also gone through the documents on record as also the judgments cited by both the parties at Bar.

15. The DRC Act was enacted to protect tenants from arbitrary eviction while also regulating the rate of rent. In view thereof, *Section 14* of the DRC Act, in particular, prohibits anyone like the learned ARC from passing an eviction order unless the landlord establishes one of the specific grounds enumerated under *Section(s) 14(1)(a) to 14(1)(l)* of the Act. The same being an exception to the general rule of protection granted to the tenants. In effect, though the DRC Act grants explicit protections to

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<sup>19</sup> (2014) 15 SCC 610

<sup>20</sup> 2014 SCC OnLine Del 2197

<sup>21</sup> (2022) 6 SCC 30

<sup>22</sup> 2023 SCC OnLine Del 94

<sup>23</sup> AIR 1999 SCC 100



tenants against unjust or unreasonable eviction, it simultaneously seeks to balance out such protection in favour of landlord as well. The insertion of Chapter IIIA through the Amendment of 1976 of the DRC Act was one such attempt, which introduced a summary procedure for eviction petitions filed by landlords who require the premises for *bona fide* purposes. The Hon'ble Supreme Court in **Ravi Datt Sharma v. Ratan Lal Bhargava**<sup>24</sup> has explained the object of the said amendment in the following words:-

*“7. In order to appreciate this contention it may be necessary to give an extract of Statement of Objects and Reasons of the amending Act:*

*“There has been a persistent demand for amendments to the Delhi Rent Control Act, 1958 with a view to conferring a right of tenancy on certain heirs/successors of a deceased statutory tenant so that they may be protected from eviction by landlords and also for simplifying the procedure for eviction of tenants in case the landlord requires the premises bona fide for his personal occupation. Further, Government decided on September 19, 1975 that a person who owns his own house in his place of work should vacate the Government accommodation allotted to him before December 31, 1975. Government considered that in the circumstances, the Act requires to be amended urgently.”*

*The dominant object of the amending Act was, therefore, to provide a speedy, expeditious and effective remedy for a class of landlords contemplated by Sections 14(1)(e) and 14-A and for avoiding unusual dilatory process provided otherwise by the Rent Act. It is common experience that suits for eviction under the Act take a long time commencing with the Rent Controller and ending up with the Supreme*

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<sup>24</sup> (1984) 2 SCC 75



*Court. In many cases experience has indicated that by the time the eviction decree became final several years elapsed and either the landlord died or the necessity which provided the cause of action disappeared and if there was further delay in securing eviction and the family of the landlord had by then expanded, in the absence of accommodation the members of the family were virtually thrown on the road. It was this mischief which the Legislature intended to avoid by incorporating the new procedure in Chapter III-A. The Legislature in its wisdom thought that in cases where the landlords required their own premises for bona fide and personal necessity they should be treated as a separate class along with the landlords covered by Section 14-A and should be allowed to reap the fruits of decrees for eviction within the quickest possible time. It cannot, therefore, be said that the classification of such landlords would be an unreasonable one because such a classification has got a clear nexus with the objects of the amending Act and the purposes which it seeks to subserve. Tenants cannot complain of any discrimination because the Rent Act merely gave certain protection to them in public interest and if the protection or a part of it afforded by the Rent Act was withdrawn and the common law right of the tenant under the Transfer of Property Act was still preserved, no genuine grievance could be made. This was clearly held in the case of Kewal Singh v. Lajwanti [MANU/SC/0491/1979 : (1980) 1 SCC 290 : AIR 1980 SC 161 : (1980) 1 SCR 854].”*

16. In this backdrop, Section 25B of the DRC Act lays down a special procedure for disposal of eviction petitions filed on the ground of ‘*bona fide requirement*’ as per Section 14(1)(e) therein. The underlying purpose thereof is a balancing act to ensure that a landlord with a genuine and actual need is not subjected to protracted litigation. It is, therefore, that a tenant is restricted from contesting eviction proceedings as a matter of right, however, with a protection in the form of a rider for the tenant to file



an application seeking leave to defend, disclosing such material facts and particulars to raise a ‘*triable issue*’ therein to the satisfaction of the Rent Controller. If the tenant is able to cross the said hurdle, i.e. the application seeking leave to defend of the tenant to be allowed by the learned ARC and the tenant to file the written statement and lead evidence to establish why the landlord can be/ is precluded from seeking eviction of the tenant from the subject premises involved. In effect, such a leave to defend of the tenant cannot be granted as a matter of routine or mere asking. Conversely, if the tenant only asserts bald/ vague/ frivolous assertions, then leave shall not be granted.

17. With the aforesaid intention, *Section 25B(8)* of the DRC Act also places an embargo on the appeal and second appeal of an order for recovery of possession of the tenanted premises passed by the Rent Controller. It is only the proviso to *Section 25B(8)* of the DRC Act which provides for revisional power to High Court, wherein the scope for interference is very limited. As held by the Hon’ble Supreme Court in *Abid-Ul-Islam v. Inder Sain Dua*<sup>25</sup>, *Sarla Ahuja v. United India Insurance Co. Ltd.*<sup>26</sup> and *Mohd. Inam v. Sanjay Kumar Singhal*<sup>27</sup>, save in circumstances where there exists an error, perversity, or irregularity of fact or law that vitiates the judgment itself, the High Court shall not disturb the findings of the learned ARC.

18. Keeping the aforesaid in mind, this Court proceed to examine the touchstone of three prime factors being *[i]* there being a landlord tenant relationship between the parties, *[ii]* there being a *bona fide* requirement

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<sup>25</sup> (2022) 6 SCC 30

<sup>26</sup> (1998) 8 SCC 119

<sup>27</sup> (2020) 7 SCC 327





of the subject premises by the landlord, and [iii] there being no alternative accommodation available with the landlord, needing consideration by this Court while dealing with eviction proceedings under *Section 14(1)(e)* of the DRC Act.

19. Since the *landlord tenant relationship* between the parties is admitted by the tenant, the same stands established. As such, needs no consideration by this Court.

20. The elaborate, pin pointed details with precision furnished by the landlord qua the depleting nature of his existing business, his intention to switch over to a new type of business, the space constraint faced by him, and his requirement of more/ sufficient space(s) for the new venture coupled with the proposal to merge the subject premises with his two shops being Private no.1 and 2B on the ground floor along with the chabutra in front of it, as also substantiated through considerable proof in the form of visiting cards of the vicinity shops wherein the subject premises is situated, and the photographs filed by the tenant before the learned ARC, are very much sufficient, credible, and acceptable in an eviction proceedings under *Section 14(1)(e)* of the DRC Act to establish a genuine, honest, actual, valid and *bona fide requirement* of the subject premises on the part of landlord and there is no plausible reason to doubt or cast a suspicion upon the needs of the landlord.

21. Furthermore, as held in *Baldev Singh Bajwa v. Monish Saini*<sup>28</sup>, *Sarla Ahuja v. United India Insurance Co. Ltd.*<sup>29</sup>, *Dattatraya Laxman*

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<sup>28</sup> MANU/SC/1239/2005

<sup>29</sup> (1998) 8 SCC 119



***Kamble v. Abdul Rasul Moulali Kotkunde***<sup>30</sup> and ***Prativa Devi v. T.V. Krishnan***<sup>31</sup>, the *bona fide* requirement of a landlord has to be assessed from his perspective as he is the best judge of his own requirement. When the landlord asserts that he requires the tenanted premises for a particular purpose, the Court is obliged to proceed on the presumption that such requirement is genuine and *bona fide*, particularly at the stage of leave to defend where the Court is not expected to act as a fact finding authority so as to go into the minute nuances of the landlord's claim. Consequently, the landlord cannot be blamed for not commencing his proposed business so far. In any event, the non-commencement or non-making efforts or retaining a vacant accommodation are immaterial and are not relevant factors for consideration while dealing with an application for leave to defend of the tenant in an eviction proceedings under *Section 14(1)(e)* of the DRC Act. Reference in this regard is made to ***Mattulal v. Radhe Lal***<sup>32</sup> wherein the Hon'ble Supreme Court has held as under:-

*“13. The respondent, however, contended that the finding of the Additional District Judge that the respondent did not bona fide require the Lohia Bazar shop for the purpose of starting new business as a dealer in iron and steel materials was vitiated, firstly because he erroneously assumed that unless the respondent showed that he had made preparations for starting this new business, such as making arrangements for capital investment, approaching Iron & Steel Controller for the required permits etc., it could not be said that the respondent bona fide required the Lohia Bazar shop for such new business, and secondly because he relied wrongly and unjustifiably on the fact that the respondent*

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<sup>30</sup> [1999] 2 SCR 912

<sup>31</sup> (1996) 5 SCC 353

<sup>32</sup> 1974 2 SCC 365



*had asked for possession of the whole of the Lohia Bazar shop and not merely a portion of it. Now there can be no doubt that these two circumstances relied upon by the Additional District Judge were wholly irrelevant. It is difficult to imagine how the respondent could be expected to make preparations for starting the new business unless there was a reasonable prospect of his being able to obtain possession of the Lohia Bazar shop in the near future. It is a common but unfortunate failing of our judicial system that a litigation takes an inordinately long time in reaching a final conclusion and then also it is uncertain as to how it will end and with what result and unless the respondent could be reasonably sure that he would within a short time be able to obtain possession of the Lohia Bazar shop and start a new business, it would be too much to expect from him that he should make preparations for starting the new business. Indeed, from a commercial and practical point of view, it would be foolish on his part to make arrangements for investment of capital, obtaining of permits and receipt of stocks of iron and steel materials when he would not know whether he would at all be able to get possession of the Lohia Bazar shop, and if so, when and after how many years.*”

*[Emphasis Supplied]*

22. The aforesaid are relevant factors for consideration in an eviction petition filed by the landlord under *Section 14(1)(e)* of the DRC Act like the present one. It is also noteworthy that, conversely the tenant is also required to discharge the onus of showing/ establishing some credible proof to substantiate his contentions.

23. The facts involved herein disclose that the landlord was able to discharge the onus, however, the tenant failed to do so, more so, since there was nothing brought on record by him to rebut the strong presumption in favour of the landlord.



24. Similarly, the filing/ rejection of similar eviction petitions *inter se* the same parties and involving the very same subject premises are also insignificant as the reason(s)/ cause(s) for eviction may be a factor for consideration, but it is dependent upon the facts and circumstances involved in a given case, and thus has to be decided accordingly. This is because each of the said factors, especially the requirement of a landlord, the timeline and the changing reason(s), being not static, are recurring and evolving. Another relevant factor is that there is also no bar of any kind in the DRC Act which precludes any landlord like the one involved herein from initiating fresh eviction proceeding on such grounds. The dismissal of a prior eviction petition, and that too whence the landlord sought possession of the subject premises on a different ground, did not *ipso facto* close the doors to the landlord for filing another eviction petition under *Section 14(1)(e)* of the DRC Act like the present one later on, for all times to come, which would in effect result in making the tenant supreme. Therefore, if in the subsequent proceeding, if the requirement of the landlord is established to be *bona fide*, honest, fair and worthy, eviction order shall follow. Reliance in this regard is placed upon ***N.R. Narayan Swamy v. B. Francis Jagan***<sup>33</sup>, wherein the Hon'ble Supreme Court has held as under:-

*“6. In our view, the High Court ought to have considered the fact that in eviction proceedings under the Rent Act the ground of bona fide requirement or non-payment of rent is a recurring cause and, therefore, landlord is not precluded from instituting fresh proceeding. In an eviction suit on the ground of bona fide requirement the genuineness of the said ground is to be decided on the basis of requirement on the*

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<sup>33</sup> AIR 2001 SC 2469



*date of the suit. Further, even if a suit for eviction on the ground of bona fide requirement is filed and is dismissed it cannot be held that once a question of necessity is decided against the landlord he will not have bona fide and genuine necessity ever in future. In the subsequent proceedings, if such claim is established by cogent evidence adduced by the landlord, decree for possession could be passed. [K.S. Sunderraju Chettair v. M.R. Ramachandra Naidu (SCC para 10) and Surajnul v. Radhe Shyam]”*

25. In the present case in hand, the tenant has been unable to raise any grounds for interference by this Court with the impugned order.

26. Resultantly, as held by the learned ARC in the impugned order, the issue of *bona fide requirement* stood/ stands well established in favour of landlord and against the tenant and needs no interference.

27. In the present case, the tenant is actually urging the ground of ‘*additional*’ accommodation available with the landlord, which is different from ‘*alternative*’ accommodation available with the landlord. Merely because the landlord has/ possessed/ owned ‘*additional*’ accommodations other than the subject premises from which he is seeking eviction cannot be treated as the landlord having an *alternative accommodation*. It is to be borne in mind that the parameters for gauging the two are totally different and cannot always be taken to be overlapping with each other. By mixing them together, the tenant cannot make a case for denying the relief sought by the landlord under an eviction petition under *Section 14(1)(e)* of the DRC Act, particularly, since there is no bar under the DRC Act for the landlord to seek eviction of the tenant from the subject premises simply because he is the owner/ landlord of any other premises.



28. Thus, in the facts involved herein, there was no reason/ cause for the learned ARC to deprive the relief of eviction to the landlord, as the choice always rested with the landlord, and whose needs, requirements, purpose, wants are supreme and take precedence, which can neither be substituted by those of the tenant.

29. Also, it is the discretion of the landlord, who is best placed to make a decision qua the premises by taking into account the factors like type/ nature of business, place of the premises, anticipated profits, space required for operations, funds available, status of the landlord, etc. Once the landlord is able to prove that the subject premises is required *bona fide*ly by him and such satisfaction is able to withstand the test of objective assessment, the landlord ought not to be denied vacation of the subject premises by the tenant. Reference in this regard is made to **Anil Bajaj & Anr. vs. Vinod Ahuja**<sup>34</sup> wherein the Hon'ble Supreme Court has held as under:

*“6. In the present case it is clear that while the landlord (Appellant 1) is carrying on his business from a shop premise located in a narrow lane, the tenant is in occupation of the premises located on the main road which the landlord considers to be more suitable for his own business. The materials on record, in fact, disclose that the landlord had offered to the tenant the premises located in the narrow lane in exchange for the tenanted premises which offer was declined by the tenant. It is not the tenant's case that the landlord, Appellant 1, does not propose to utilise the tenanted premises from which eviction is sought for the purposes of his business. It is also not the tenant's case that the landlord proposes to rent out/keep vacant the tenanted premises after obtaining possession thereof or to*

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<sup>34</sup> (2014) 15 SCC 610



*use the same is any way inconsistent with the need of the landlord. What the tenant contends is that the landlord has several other shop houses from which he is carrying on different businesses and further that the landlord has other premises from where the business proposed from the tenanted premises can be effectively carried out. It would hardly require any reiteration of the settled principle of law that it is not for the tenant to dictate to the landlord as to how the property belonging to the landlord should be utilised by him for the purpose of his business. Also, the fact that the landlord is doing business from various other premises cannot foreclose his right to seek eviction from the tenanted premises so long as he intends to use the said tenanted premises for his own business.*

*7. The grounds on which leave to defend was sought by the tenant and has been granted by the High Court runs counter to the fundamental principles governing the right of a tenant to contest the claim of bona fide requirement of the suit premises by the landlord under the Delhi Rent Control Act, 1958. Even assuming the assertions made by the tenant to be correct, the same do not disclose any triable issue so as to entitle the tenant to grant of leave to defend.”*

***[Emphasis Supplied]***

30. Similarly, the Hon’ble Supreme Court while dealing with a *pari materia* provision in ***Akhileshwar Kumar v. Mustaqim***<sup>35</sup> has enunciated the same in following words:

*“4. So is the case with the availability of alternative accommodation, as opined by the High Court. There is a shop in respect of which a suit for eviction was filed to satisfy the need of Plaintiff 2. The suit was compromised and the shop was got vacated. The shop is meant for the business of Plaintiff 2. There is yet another shop constructed by the father of the plaintiffs which is situated over a septic tank but the same is almost inaccessible inasmuch as there*

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<sup>35</sup> (2003) 1 SCC 462



*is a deep ditch in front of the shop and that is why it is lying vacant and unutilized. Once it has been proved by a landlord that the suit accommodation is required bona fide by him for his own purpose and such satisfaction withstands the test of objective assessment by the court of facts then choosing of the accommodation which would be reasonable to satisfy such requirement has to be left to the subjective choice of the needy. The court cannot thrust its own choice upon the needy. Of course, the choice has to be exercised reasonably and not whimsically.....*”

**[Emphasis Supplied]**

31. In any event, to hold that the tenant must be granted leave to defend as a thumb rule in all cases where the landlord has ‘*additional accommodation*’, wrongly treated as an ‘*alternative accommodation*’, would restrict the summary procedure envisaged under *Section 25B* of the DRC Act only to a landlord having only the premises wherefrom he is seeking eviction. This would be absurd as it would create an artificial distinction, contrary to the legislative intent underlying the introduction of the summary procedure. There is nothing of that sort provided either in *Section 14(1)(e)* or in *Section 25B* of the DRC Act. In the absence of any such limitation, no distinction can be read into the statute between the requirement of landlords who have no accommodation at all and one who, though have some accommodation *albeit* insufficient. As held by this Court in *Naresh Kumar Jain v. S Shanmuga Sundaram*<sup>36</sup>, any such interpretation would amount to arbitrary discrimination.

32. Lastly, reliance on *Santosh Devi (supra)* by learned counsel for the tenant is misplaced since it was passed under different set of facts and does not lay any principle of law required to be followed in all cases of

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<sup>36</sup> RC.REV. No. 283 Of 2017





additional accommodation. In fact, the Hon'ble Supreme Court in ***Madan Lal Gupta v. Ravinder Kumar***<sup>37</sup> has held as under:

*“2. However, the learned counsel for the petitioner sought to rely upon two decisions of this Court in Santosh Devi Soni v. Chand Kiran [(2001) 1 SCC at p. 255 : JT (2000) 3 SC 397] and Liaq Ahmed v. Habeeb-Ur-Rehman [(2000) 5 SCC 708 : JT (2000) 5 SC 611] . Neither of these two decisions set down any principle of law so as to call for interference by us. In these two cases on the facts arising in the case certain orders have been passed by this Court.”*

33. Moreover, this Court in line of precedents has held that grant/allowing of an application for leave to defend is dependent upon the facts and circumstances involved in each case. Even if the landlord has *additional accommodations*, if it appears to the Court that accommodation available with the landlord is insufficient/ unsuitable/ out of place/ unbefitting/ not commensurate to the demand(s) of the landlord for his requirement pleaded, then leave to defend can be denied. Reliance in this regard is made to ***Krishan Kumar Alag v. Jambu Prasad Jain***<sup>38</sup>, ***Vinod Arora v. Deepak Aggarwal***<sup>39</sup>, ***Budh Singh & Sons v. Sangeeta Kedia***<sup>40</sup>, ***Megh Raj Roshan Lal v. Rashmi Jain***<sup>41</sup> and ***Kaushala Devi Bhardwaj v. Bagwan Singh Bhandari***<sup>42</sup>.

34. Resultantly, this Court is in agreement with the findings rendered by the learned ARC in the impugned order qua the aspect of no *alternative accommodation* available with the landlord.

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<sup>37</sup> (2001) 1 SCC 252

<sup>38</sup> (2009) 161 DLT 511

<sup>39</sup> 2010 (119) DRJ 221

<sup>40</sup> (2011) 185 DLT 580

<sup>41</sup> 2013 SCC OnLine Del 4001

<sup>42</sup> 2020 SCC OnLine Del 2184



35. *Ergo*, as a sequitur, finding no infirmity or illegality in the impugned order dated 12.04.2017 passed by the learned ARC, the same is affirmed. The present revision petition along with pending application(s), if any, being devoid of merit, is hereby dismissed, leaving the respective parties to bear their own costs.

36. Accordingly, the stay granted *vide* order dated 27.09.2017 is vacated and since the benefit envisaged under *Section 14(7)* of the DRC Act has already lapsed, the tenant is directed to forthwith vacate and hand over peaceful and physical possession of the subject premises being shop bearing private no. 2A situated on the ground floor of property bearing municipal no. 682, Katra Hira Lal, Chandni Chowk, Delhi-110 006 to the landlord.

37. Needless to say, the tenant shall also pay the arrears of user and occupation charges, if any, as fixed by this Court *vide* order 27.09.2017, prior to vacation and handing over of the peaceful and physical possession of the subject premises to the landlord.

**SAURABH BANERJEE, J.**

**OCTOBER 10, 2025/bh/GA**