



2026:DHC:344



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

Reserved on: December 15, 2025

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Pronounced on: January 15, 2026

+ **RC.REV. 600/2018, CM APPL. 23769/2023**

RAGHUABIR SARAN

.....Petitioner

Through: Mr. Ashok Gurnani, Mr. Manish Aggarwal, Mr. Mukesh Kr. Gupta, Mr. Amit Ambawat, Mr. Abhishek Singh and Ms. Shilpa Kumari, Advs.

Versus

JAI BHAGWAN & ANR

.....Respondents

Through: Mr. Jai Sahai Endlaw, Mr. Sahil Monga, Mr. Nitin Kumar and Ms. Esha Goyal, Ms. Harshita Pal and Ms. Rudrakshi Gautam, Advs. for respondents.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioner/ landlord¹ filed an Eviction Petition being E. No.77513/2016 entitled '*Raghubir Saran vs. Jai Bhagwan & Anr.*' under Section 14(1)(e) read with Section 25(B) of the Delhi Rent Control Act, 1958² against the respondents/ tenants³ seeking eviction of Shop No.502, Main Bazar, Subzi Mandi, Delhi-110007⁴, before the learned Senior Civil

¹ Hereinafter '*landlord*'

² Hereinafter '*DRC Act*'

³ Hereinafter '*tenants*'

⁴ Hereinafter '*subject premises*'



Judge-cum-Rent Controller, Central District, Tis Hazari Courts, Delhi⁵.

2. *Briefly put*, as per landlord therein his wife, Smt. Laxmi Devi, became the owner of the subject premises by virtue of the registered Sale Deed dated 24.02.1969, whereafter she executed a Will dated 08.03.1989, prior to her demise on 23.08.1989, bequeathing the property wherein the subject premises was situated in favour of the landlord. Initially Sh. Mool Chand and Sh. Rameshwar Das were inducted as joint tenants in the subject premises and after their demise, the tenancy devolved upon the present tenants, who thereafter attorned the landlord as such. The landlord had a *bona fide requirement* for the subject premises for himself as well as for his two grandsons namely Sh. Vijay Kumar and Sh. Gaurav, for the purpose of establishing and carrying on their business.

3. The landlord's father was earlier carrying on his business from a tenanted premises bearing Shop No.362-A, Main Road, Subzi Mandi, Delhi⁶ and after his death on 06.03.2005, the landlord himself along with his son namely Sh. Pawan Kumar was operating therefrom. Thereafter, the landlord handed over vacant and peaceful possession of the said tenanted premises in February, 2008 to the owner thereof. After vacating the said tenanted premises, his son expired on 27.05.2008, which left his grandsons dependent upon him. The landlord had no other place of business/ suitable *alternative accommodation* available for fulfilling the intended *bona fide requirement*.

4. Upon being served, the tenants filed an application under *Section 25B(4)* of the DRC Act seeking leave to defend, which was though

⁵ Hereinafter '*learned RC*'

⁶ Hereinafter '*property No.362-A*'



dismissed *vide* order dated 29.11.2011, but overturned by this Court *vide* order dated 24.09.2012 in a challenge thereto in R.C.Rev. 51/2012.

5. In their joint written statements, it was the case of the tenants that the landlord was merely satisfying his greed as there was no *bona fide requirement* and at best a mere desire, and that property No.362-A was vacated by the landlord only after receiving a *pagri* amount of about Rs.20 lakhs from the landlord therein. This was because only his late father and his grandson were running the business of '*atta chakki*' therefrom, and after expiry of his father since his son was medically suffering, and the landlord himself never participated therein at any time whatsoever. Moreover, the landlord, about 75 years of age, was residing separately from his son Sh. Sanjay Kumar Goel and his grandsons at H.No.503, Main Bazar, Subzi Mandi, Delhi, and was earning substantial rental income, and had no intention to start any business. His relationship were strained with his grandsons and daughters-in-law, as he had initiated proceedings against his grandsons and their mother Smt. Brij Bala, only to withdraw it later to succeed in the Eviction Petition filed qua the present subject premises. His grandsons were neither financially dependent upon the landlord nor in need of any commercial accommodation as they were residing separately and independently carrying on their respective businesses. Also, an earlier Eviction Petition filed by his wife, Smt. Laxmi Devi, had been set aside in appeal.

6. Based on the above, the learned RC passed a judgment dated 31.07.2018⁷ dismissing the Eviction Petition of the landlord on the count that he failed to prove the essential ingredients of *Section 14(1)(e)* of the

⁷ Hereinafter '*impugned judgment*'



DRC Act.

7. Hence, the present revision petition by the landlord for setting aside the impugned judgment 31.07.2018 passed by the learned RC.

8. Of the many grounds raised herein by the landlord, Mr. Ashok Gurnani, learned counsel for the landlord *primarily* submitted that the landlord had duly proved his ownership of the subject premises and that, as per settled law, he was/ is fully entitled not only to carry on his own business but also to associate his grandsons with him for the purpose of establishing their future. The learned counsel submitted that the *bona fide* need projected by him was for himself as well as for his two grandsons, who were dependent upon him for commercial accommodation to establish their business, as also that after the demise of his son, the responsibility of settling and establishing his grandsons squarely fell upon the landlord. Thus, under such circumstances, the need projected by the landlord was genuine and *bona fide* and not a mere desire.

9. As per Mr. Ashok Gurnani, learned counsel, the age of the landlord or that he had never carried upon any business being wholly untenable and contrary to the scheme and spirit of the DRC Act and were of no consideration as they were not themselves reasons for barring a landlord to carry on business. The landlord's grandsons were financially independent and earning handsomely was of no credence as there was no evidence to that effect by the tenants. In fact, one of his grandson Sh. Vijay Kumar (*PW4*) deposed in his cross-examination that he and his brother were compelled to work as drivers and were earning only about Rs.5,000/- to Rs.7,000/- per month. This, according to the learned counsel, clearly established their dependency upon the landlord.



10. In between, since the landlord himself expired on 11.03.2022, leaving behind a Will dated 21.07.2015, by virtue whereof he bequeathed a measured strip of the subject premises in favor of his two grandsons and the remaining portion to his other son, Sh. Sanjay Kumar Goel and subsequently one of his grandsons namely Sh. Vijay Kumar also expired on 30.06.2024, leaving behind his only surviving grandson Sh. Gaurav, during the pendency of the present petition, as per Mr. Jai Sahai Endlaw, learned counsel for the tenants, the same was another reason for dismissal of the present petition as, according to the tenants, there was no *bona fide requirement* surviving.

11. To counter the aforesaid, Mr. Ashok Gurnani, learned counsel submitted that none of the aforesaid were material as once the *bona fide requirement*, even if only *qua* a limited portion is established and still survived, as per settled law, eviction of the entire subject premises is legally permissible, especially, whence there is/ are no objections raised by Sh. Sanjay Kumar Goel, another son of the landlord, *qua* any of the aforesaid.

12. In light of the aforesaid, Mr. Ashok Gurnani, learned counsel prayed that the present petition be allowed and the impugned judgment be set aside.

13. *Per contra*, Mr. Jai Sahai Endlaw learned counsel for the tenants submitted that since the grandsons of the landlord were not ‘family members’, the landlord had no *bona fide requirement* within the ambit of *Section 14(1)(e)* of the DRC Act. The landlord’s grandsons were not dependent upon the landlord as he was admittedly residing separately with his son, while the grandsons were residing separately along with their



mother. The mere relationship of grandfather and grandsons does not *ipso facto* establish dependency, and the Court is required to examine whether the alleged dependency is genuine as also whether cordial relations subsisted between the parties.

14. Mr. Jai Sahai Endlaw, learned counsel submitted that the grandsons of the landlord were/ are both financially independent and gainfully engaged in their respective businesses earning substantial sums per month. As such, the grandsons of the landlord cannot be said to be dependent upon the landlord in any manner. The learned counsel further submitted that the landlord, being more than 75 years of age (as of the year 2010) and having never carried on any business, neither had the intention nor the capacity to start any business at such an advanced stage of life, more so, when his livelihood and day-to-day needs were being met by his son. The learned counsel then submitted that the landlord has failed to place on record any material to show existence of any partnership firm or past business activity so as to substantiate the plea of his *bona fide requirement*. The learned counsel also submitted that as evident from the fact that the landlord himself had instituted a suit for recovery of money/ rent against his grandsons, only to withdraw it after filing of the Eviction Petition for vacation of the subject premises, the relationship between them were strained.

15. Lastly, relying upon the tenants' application being *CM APPL. 23769/2023* seeking consideration of fresh developments/ subsequent events, Mr. Jai Sahai Endlaw, learned counsel submitted that the Eviction Petition was originally filed on the ground of *bona fide requirement* of the landlord and his two grandsons, and both the landlord and one of his



grandsons for whom eviction of the subject premises was sought had both expired, and in fact he had by way of a Will dated 21.07.2015 bequeathed the remaining portion in favour of his son, Sh. Sanjay Kumar Goel, the paternal uncle of the said grandsons, and who was not a party to the eviction proceedings and never professed his *bona fide* need. Moreover, since the grandsons did not have any ownership rights over the entire subject premises, they could not claim any relief and/ or seek eviction of the tenants in respect of the portion of the premises bequeathed to Sh. Sanjay Kumar Goel.

16. In light of the aforesaid, Mr. Jai Sahai Endlaw, learned counsel prayed that the present petition be dismissed and the impugned judgment be upheld.

17. Heard learned counsel for the parties, as also gone through the documents and pleadings on record.

18. It was always the case of the landlord right from the very beginning, in his Eviction Petition that he required the subject premises for his own self and his grandsons, Sh. Vijay Kumar and Sh. Gaurav.

19. A perusal of the impugned judgment reflects that the findings rendered by the learned RC are based on the order dated 24.09.2012 passed by this Court whereby the initial order dismissing the application for leave to defend of the tenants was set aside since there was nothing on record regarding the landlord having suffered losses in business, the existence of cordial relations between the landlord and his grandsons and the earlier litigation *inter se* them, and based thereon that the tenants were able to make out a case for dismissal of the Eviction Petition filed by the landlord, as also since the landlord was unable to bring any document(s) regarding



any loss in business suffered by him as he did not maintain any accounts.

20. At the outset, though the learned RC has held that the landlord was unable to prove the Will dated 08.03.1989 executed by his wife, however, the fact that there was a registered Sale Deed dated 24.02.1969 and that the landlord was one of her legal heirs have been ignored, and not given any weightage by the learned RC. In such a scenario, the Will was a secondary document and the primary document being the Sale Deed and the relation of husband and wife could not have been ignored as the same stood proven. Moreover, there was/ is no denial of the fact that after the demise of Sh. Mool Chand and Sh. Rameshwar Das, the erstwhile tenants of the subject premises, the tenants herein attorned the landlord as such. Resultantly, the *landlord tenant relationship* between the parties stood proven and the finding *qua* that by the learned RC need no interference.

21. Regarding the landlord suffering losses, and/ or that he was unable to show so, neither of them were simpliciter ground(s) for dismissal of an eviction proceeding under *Section 14(1)(e)* of the DRC Act filed by the landlord as the landlord may be (un)employed, he may (not) be carrying on any business, he may (not) be financially sound, he may (not) be having other premises available with him, he may be of frail and/ or old age, but there was/ is no bar for the landlord to have sought eviction of the tenants from his own subject premises. Also, and in any event, the impugned judgment does not reflect any plausible reason(s) for the learned RC to have given weightage to the landlord being unable to show that he was suffering losses. As such, since this could not have been a reason for dismissal of the Eviction Petition of the landlord, the aforesaid findings rendered by the learned RC are liable to be set aside.



22. Similarly, a perusal of the record also reveals that another reason for dismissal of the Eviction Petition of the landlord recorded by the learned RC is relating to the relations of the landlord with his grandsons not being cordial, and further that he later withdrew a suit instituted by him against them, more so, since he failed to give any reasons for having done so and the timeline between filing of the Eviction Petition by him, filing of the application seeking leave to defend by the tenants and the withdrawal of the said suit instituted by him against his grandsons, were all coinciding to a large extent. The learned RC has, on his own, deduced the same and held that “... *...the situation which has arisen is that previous civil suit for recovery of rent was filed by petitioner, prior to filing application for leave to defend and after getting to know the contents of application for leave to defend on 10.01.2011, the said previous suit was withdrawn by petitioner. It is not the case of petitioner that he has forgone his right to recover rent from his grandsons. In such circumstances, the only possibility which remains is that petitioner withdrew previous suit bearing no. 333/09 once she came to know that respondents have taken the ground of absence of cordial relations between him and his grandsons, in their application for leave to defend. If that is so, then conduct of petitioner did not reflect that he has a bonafide behind filing of this petition. Coupled with the same, the aspect of absence of cordial relations between petitioner and his grandsons is reflected from the fact that his grandsons are not residing with him. ...* ...”. This, despite the landlord having filed the Property Tax receipt (*Ex.PW1/4*) qua the premises wherein his grandsons were residing simply by holding that “... *...It does not explain as to why petitioner is not residing with his grandsons.*” and that “... *... Had relations between petitioner and*



his grandson Vijay been cordial, it should have noted that petitioner's address is H. No. 503, Main Bazar. So, overall, petitioner failed to place on record any possibility, which can be believed, to the extent that he had cordial relations with his grandsons. His testimony as such did not probabilize that factum.". In fact, the learned RC has discarded the Marriage Card dated 21.02.2009 (**Ex.PW1/II**) as being irrelevant since the cordial relations between them had to be seen only on 15.09.2010 when the Eviction Petition was filed. Not only that, the learned RC has further (*wrongly*) held that Sh. Vijay Kumar (**PW4**) "*... ..should have explained as to what were the terms of compromise between him and petitioner. He should have explained as to why relations were not cordial earlier and why those relations became cordial now.*". It was not for the learned RC to render such speculative and/ or presumptive findings based on hypothecations and/ or find faults in deposition of a witness, while dealing with an eviction proceeding under *Section 14(1)(e)* of the DRC Act. These, once again, are also liable to be set aside.

23. Since there is no denial about the grandsons being from the same lineage of the landlord and it is only their case that their relations were not cordial, it did not stop the landlord from performing his filial duties for their betterment. Since the learned RC was not acting as a Civil Court, he was not required to venture into the aspect of nature of relations between them. Estranged relations are certainly not a reason for denial of eviction of a tenant under *Section 14(1)(e)* of the DRC Act. The landlord was/ is not to give any reasonings of his withdrawal of the suit instituted against his grandsons. The aforesaid findings are against the very tenets of the DRC Act, more so, since they cannot be a plausible reason for sustaining the



impugned judgment.

24. Similarly, not divulging the reasons/ circumstances for vacation of another premises by the landlord or the details of his proposed business with his grandsons have led the learned RC to conclude that the landlord “... ..*failed to probabilize his case*”, as also to hold that Sh. Vijay Kumar (PW4) “... ..*did not explain as to what business he and his brother wanted to run in shop in question. He did not explain the infrastructure and modus operandi of running said business in shop in question.*”, and these have been taken as grounds for refusal by him. The same are not the considerations/ requirements in an Eviction Petition filed by the landlord under *Section 14(1)(e)* of the DRC Act. The learned RC could not have based his findings on probabilities and/ or deductions and/ or conjectures, more so, whence there are no reasoning given for placing reliance on them.

25. Moreover, merely because his grandsons were gainfully employed, and that too, elsewhere, could not preclude the landlord from seeking eviction of the tenants from the subject premises to bring them to his own fold by performing his own filial duties. Employment of a landlord or his relatives for which he is seeking eviction of a tenant may be factors for consideration but could not have been the governing factors for the learned RC to pass the impugned judgment.

26. Based on the above, it can be safely inferred that the impugned judgment rendered by the learned RC is based on assumptions as to what the landlord could/ ought to have done in a civil proceedings, merely because the trial has been held even though the learned RC was sitting in a rent jurisdiction dealing with an eviction proceeding of the landlord for eviction of the tenants from the subject premises under *Section 14(1)(e)* of



the DRC Act. The learned RC clearly transgressed his jurisdiction by assuming the role of a Civil Court. The same were beyond the contours of an eviction proceedings.

27. Further, that the landlord did not examine a Doctor or produce a medical certificate to show that he was physically and mentally healthy, merely since he was more than 80 years of age, were not sufficient for the learned RC to hold that “... ..*possibility of running business similarly with the same enthusiasm as person of young age, ordinarily is not seen.*”, based whereon he has “... ..*discarded his testimony being untrustworthy.*”. This is because age of a landlord seeking eviction of a tenant in an Eviction Petition under *Section 14(1)(e)* of the DRC Act is not a determining factor for seeking eviction. All the more, whence it was all throughout the case of the landlord that he wanted the subject premises for his own self and his two grandsons, as also since there were/ are more than one way(s) for him to carry on his business. None of these were within the realm of the learned RC.

28. Lastly, with regard to the issue raised by the tenants on account of subsequent developments, though, it is not in dispute that the landlord and his grandson, Sh. Vijay Kumar Goel, expired on 11.03.2022 and 30.06.2024 respectively, i.e., during the pendency of the present revision petition, however, this Court is of the considered view that, in terms of the settled position of law, the death of a/ the landlord during the pendency of the present revision petition, will have no bearing on the outcome of the present petition as his legal heirs are fully entitled to prosecute and defend his estate. Furthermore, as held by the Hon’ble Supreme Court in



*Shakuntala Bai & Ors. vs. Narayan Das & Ors.*⁸ and *Kamleshwar Prasad vs. Pradumanju Agarwal*⁹ as also followed by this Court in judgment dated 05.01.2026 passed in RC.REV. 213/2023 entitled '*Mohd Burhan & Ors. vs. Shri Triloki Nath (Since Deceased) Through Lrs & Ors.*', it is well settled that the *bona fide requirement* of the landlord is required to be assessed as on the date of institution of the Eviction Petition, which, in the present case, was asserted for his own use and for the use of his two grandsons. Even otherwise, since it is an admitted fact that one of the grandsons, Sh. Gaurav is very much alive, the *bona fide requirement* insofar as he is concerned, continues to subsist. Moreover, the subsequent events highlighted by the tenants herein, are not of such nature and/ or dimension that the need propounded by the landlord should have been completely eclipsed by such subsequent event(s), which as observed hereinabove still subsists. In any event, accepting subsequent events such as the death of the landlord at every stage of the proceedings would lead to interminable litigation, which the law does not sanction.

29. Pertinently, in view of the aforesaid analysis and findings as also in view of *Hindustan Petroleum Corporation Limited vs. Dilbahar Singh*¹⁰, wherein it is well-settled that while acting in supervisory jurisdiction under *Section 25B(8)* of the DRC Act, this Court can test whether the impugned judgment/ order suffers from any arbitrariness, perversity, illegality, impropriety or the like, it becomes the bounden duty of this Court to invoke its powers under revisional jurisdiction, the present revision petition is allowed and the impugned judgment dated 31.07.2018 passed by the

⁸ 2004 (5) SCC 772

⁹ (1997) 4 SCC 413

¹⁰ (2014) 9 SCC 78



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learned RC is set aside.

30. Resultantly, an order of eviction is passed in favour of the landlord in respect of property being Shop No.502, Main Bazar, Subzi Mandi, Delhi-110007 and the tenants are directed to handover vacant, peaceful physical possession of the subject premises to the landlord in compliance thereof, *albeit*, only after expiry of *six months*' period from today in terms of *Section 14(7)* of the DRC Act.

31. The present petition along with the pending application is allowed and disposed of in terms of the above, with no order as to costs.

SAURABH BANERJEE, J.

JANUARY 15, 2026/bh/DA