



2025:DHC:8200



\* IN THE HIGH COURT OF DELHI AT NEW DELHI

*Reserved on: September 09, 2025*

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*Pronounced on: September 17, 2025*

+ RC.REV. 253/2025, CM APPL. 52879/2025, CM APPL. 52880/2025

**JAI KISHAN**

**....Petitioner**

Through: Ms. Anushka Gupta, Adv. (through VC)

Versus

**GAURI SHANKAR & ANR.**

**....Respondents**

Through: Counsel for the respondents  
(appearance not given)

**CORAM:**

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

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

1. The respondents/ landlords<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 Additional Rent Controller-01, Central District, Tis Hazari Courts, Delhi<sup>3</sup>, seeking eviction of the petitioner/ tenant<sup>4</sup> from a room, at the ground floor in plot no.536, Mukim Pura, Sabzi Mandi, Delhi-110 007<sup>5</sup>.

2. As per landlords, based upon the registered Will dated 10.01.1949<sup>6</sup> executed by late Sh. Prabhu Dyal, the then owner of the subject premises

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<sup>1</sup> hereinafter referred to as "*landlords*"

<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*"

<sup>6</sup> hereinafter referred to as "*Will*"



in favour of the landlords herein, and as filed before the learned ARC, they were the owners of the subject premises. Further, based on the Rent Agreement dated 03.09.1963<sup>7</sup> executed *inter se* Sh. Prabhu Dyal, the late father of the landlords and Sh. Kharaity Lal, the late father of the tenant as filed before the learned ARC, it was their case that the tenanted room of the subject premises was rented out to the father of the tenant. For this, rent receipts issued by late father of the landlords in the name of the late father of the tenant were also filed before the learned ARC. As per landlords, after the demise of his father, the tenant herein became the statutory tenant of the subject premises. Also, relying upon the judgment and decree dated 25.07.2023 passed by Additional District Judge (Central), Tis Hazari Courts, Delhi, in a Suit for partition being CSDJ 3796/2017 entitled “*Gauri Shankar v. Ganga and Ors.*”, the ownership of the subject premises was conferred upon both the landlords herein, the issue of their being the owners stood settled. It was, thus, their case that there existed a *landlord-tenant relationship* between the parties herein.

3. Also, since both landlords were residing in rental accommodation(s) with their families, and neither of them possessed any other suitable residential *alternate accommodation*, they had a *bona fide requirement* of the tenanted premises for their own residence as well as that of their family.

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 claimed to be the owner of the subject premises since it was a joint ancestral property. It was his case that the subject premises was in a dilapidated condition as it

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<sup>7</sup> hereinafter referred to as “*Rent Agreement*”



was constructed/ renovated by him and his father, who was in occupation thereof since 1958. Relying upon a Show Cause Notice dated 28.04.1958 issued by the Municipal Corporation of Delhi<sup>8</sup> in the name of his father, the postal receipts and Aadhar card of his father, as per tenant, he should be considered as the owner/ occupier thereof. Thus, as per tenant, there was no *landlord-tenant relationship* between the parties herein and the Rent Agreement and the rent receipts relied upon by the landlords were fabricated, and further the registered Will did not establish that the late father of the landlords was the owner of the subject premises. Also, the landlords were having *alternative accommodation(s)* in the form of independent flats stated in the memo of parties therein, as also that they failed to demonstrate how just one room fulfilled the requirement of residence for their families.

5. In response thereto, as per landlords, the late father of the tenant was a tenant of a room in the subject premises only till 1960 when he vacated and handed it over to the late father of the landlords, and who then demolished the old structure and rebuilt it up to the second floor. It was then that a new tenancy for one room was created in favour of the father of the tenant by virtue of a fresh Rent Agreement.

6. The learned ARC, after hearing the parties, *vide* the impugned order dated 19.03.2025<sup>9</sup>, after holding that there existed a *landlord-tenant relationship* between the parties, as also considering the scope of the DRC Act, since there was no need to prove absolute ownership, and further since the tenant failed to raise any triable issue *qua bona fide requirement*

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<sup>8</sup> hereinafter referred to as “*MCD Notice*”

<sup>9</sup> hereinafter referred to as “*impugned order*”



and/ or *alternative accommodation*, and finding that there were triable issues raised by the tenant, dismissed his application for leave to defend, asking him to evict the subject premises.

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

8. Ms. Anushka Gupta, learned counsel for the tenant, submitted that the Rent Agreement and the rent receipts filed by the landlords before the learned ARC were forged. She submitted that since the Notice issued by MCD was addressed only to the late father of the tenant and not the late father of the landlords, it was sufficient for the learned ARC to conclude that the late father of the tenant was indeed the owner of the subject premises. She also submitted that even the registered Will of the late father of the landlords *vide* which the landlords claimed ownership, never disclosed that their father was, in fact, the owner of the subject premises.

9. It was the case of Ms. Anushka Gupta that all the aforesaid factors have not been considered by the learned ARC.

10. Then Ms. Anushka Gupta submitted that the learned ARC has also ignored the *alternate accommodation(s)* available with the landlords, and more importantly they have failed to demonstrate how a single room could suffice the residential requirements of their respective families.

11. Issue notice.

12. Learned counsel for the landlords accepts notice. Controverting the aforesaid submissions made by Ms. Anushka Gupta, he submitted that by virtue of the judgment and decree dated 25.07.2023, detailed hereinabove, since the landlords have already been declared as owners of the subject premises, there can be no doubt that they both are, in fact, the landlords thereof. He further submitted that since the landlords had been residing in



rental flats with their families, they had a *bona fide requirement* of the subject premises for themselves and their families, more so, since they did not have any *alternate accommodation*.

13. Learned counsel for the landlords further submitted that since each of the aforesaid have been duly considered by the learned ARC, the present petition deserves dismissal at the outset.

14. Heard learned counsel for the parties, as also perused the pleadings and documents on record.

15. As is apparent from the above, Ms. Anushka Gupta, learned counsel appearing on behalf of the tenant is seeking to rearguing/ reagitating the very same contentions which have been negated by the learned ARC in the impugned order thereby seeking to re-adjudicate the same issues, and that too without bringing anything new on record for substantiating them. In the considered opinion of this Court, this is beyond the settled tenets of law as this Court while exercising revisional jurisdiction, especially under *Section 25 B (8)* of the DRC Act, cannot traverse beyond the purview thereof. The tenant cannot be allowed to challenge the impugned order as if it were an appeal, more so, since the scope for interference is very limited and this Court is not a fact-finding authority [*Abid-Ul-Islam v. Inder Sain Dua*<sup>10</sup>, *Sarla Ahuja v. United India Insurance Co. Ltd.*<sup>11</sup> and *Mohd. Inam v. Sanjay Kumar Singhal*<sup>12</sup>].

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<sup>10</sup> (2022) 6 SCC 30

<sup>11</sup> (1998) 8 SCC 119

<sup>12</sup> (2020) 7 SCC 327



16. Keeping the above in mind, this Court is proceeding to dwell upon the *three* essential aspects of [i] there being a *landlord tenant relationship* between the parties, [ii] there being a *bona fide requirement* of the subject premises by the landlords, and [iii] there being no *alternative accommodation* available with the landlords, involved in an Eviction Petition under *Section 14(1)(e)* of the DRC Act.

17. Regarding the *landlord tenant relationship* between the parties, based on the registered Will executed by the then owner of the subject premises in favour of the landlords herein, the Rent Agreement executed *inter se* the late father of the landlords and the late father of the tenant, along with the rent receipts issued by the late father of the landlords in the name of the father of the tenant were also filed before the learned ARC, as also, the judgment and decree dated 25.07.2023 passed in CSDJ 3796/2017 entitled “*Gauri Shankar v. Ganga and Ors.*”, it is apparent that before the learned ARC the landlords were able to demonstrate that they being the owners of the subject premises, were indeed having better title than the tenant. In an Eviction Petition of the present nature under *Section 14(1)(e)* of the DRC Act, all that the landlords were to show was a better title than the tenant, which they were able to establish a better title than the tenant [*Bharat Bushan Vij v. Arti Teck Chandani*<sup>13</sup> and *Mohd Burhan v. Triloki Nath Nirmal*<sup>14</sup>].

18. In any event, the tenant never filed any document *qua* ownership of the subject premises, which, is required to be written and duly registered

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<sup>13</sup> 2008 (106) DRJ 24

<sup>14</sup> 2020 (268) DLT 353



as the sole document filed by him to claim ownership of the subject premises before the learned ARC was merely a Notice issued by the MCD. The same, in view of the registered Will, the Rent Agreement and the rent receipts filed by the landlords before the learned ARC, pales into insignificance and cannot be held to be substantiating the ownership rights of the tenant and/ or his late father. Even otherwise, as per the said Notice issued by the MCD, as best, the late father of the tenant was only an ‘occupier’ of the subject premises, which certainly cannot mean that he was the owner thereof.

19. Interestingly, before the learned ARC, the tenant was unable to controvert the case of the landlords and/ or come with better materials, though it was incumbent upon the tenant to have come with concrete basis in support of his case. There being mere bald and unsubstantiated averments sans proof thereof by the tenant before the learned ARC, the same were immaterial and could not be looked/ gone into [*Abid-Ul-Islam (Supra)* and *Baldev Singh Bajwa v. Monish Saini*<sup>15</sup>]. In fact, the learned ARC in the impugned order has held that “7. ....perusal of the leave to defend application shows that no specific averments have been made as to when and how the property in question was purchased. It is trite to state that immovable property can be purchased by way of written instrument only. But no details of such instrument have been mentioned or disclosed by the respondent.....” and while dealing with the Rent Agreement and the rent receipts being fabricated has held that “9. ...The said contention, it appears has been raised solely for the purpose of raising a plea without

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<sup>15</sup> (2005) 12 SCC 778



*any material in support of it.....”.*

20. In view thereof, the *landlord tenant relationship* between the parties stood established and the tenant was not able to raise a triable issue before the learned ARC. This Court is also in consonance with the findings arrived at by the learned ARC *qua* the same.

21. Regarding the *bona fide requirement* of the subject premises by the landlords, as per the case of the tenant before the learned ARC, the tenant only questioned the requirement of one room and how it could suffice for the landlords and their respective families. Barring that, there was nothing of substance to doubt and/ or controvert the said *bona fide requirement* of the subject premises by the landlords. As per settled position of law, the landlords were not to give an analysis and/ or minute details of their requirement to show their actual *bona fide* need. As such, an assertion of such requirement by the landlords was itself sufficient for the learned ARC to presume the genuineness thereof [*Sarla Ahuja (Supra)* and *Baldev Singh Bajwa (Supra)*].

22. In any event, the suitability, convenience, accessibility, adequacy, requirements and needs of the landlords in having selected and identified the subject premises cannot be supplemented, reviewed, suggested or altered by this Court, much less, by the tenant. Primarily, since as per settled position of law, the landlords were the best judges who were only required to demonstrate their requirement for the subject premises was genuine and *bona fide*, and not whimsical/ fanciful, or illusory [*Balwant Singh v. Sudarshan Kumar*<sup>16</sup> and *Kanhaiya Lal Arya v. Md. Ehsan &*

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<sup>16</sup> (2021) 15 SCC 75





*Ors.*<sup>17</sup>].

23. The learned ARC has also, while dealing with the *bona fide requirement* of the subject premises by the landlords, held as under:-

“13. ... ..However, mere assertion of the respondent in this regard does not amount to any triable issue. Further, there is no requirement of the landlord to set out exactly what area is required in terms of giving the measurement. Reliance in this regard is placed upon the order of the Hon’ble Delhi High Court in **RC Rev. No. 224/2023 Sharad Jain Vs. Jayanti Jain Prasad dated 28.01.2025**.....The respondent cannot dictate as to how the landlord is to utilize his property. The landlord possesses the prerogative to determine their specific requirements, exercising full autonomy in this regard. It is not within the purview of the courts to impose directives on the landlord regarding the nature or quality of their chosen usage of the tenanted premises. Therefore, the courts refrain from prescribing any standard or guidelines for the landlord’s choices (residential or commercial). Reliance is placed upon the decision of the Hon’ble Delhi High Court in case of **Praveen & Aur. Vs. Mulak Raj & Ors. RC Rev. 417/2016** in this regard.”

24. In view thereof, since the tenant was unable to controvert the *bona fide requirement* of the subject premises by the landlords as they failed to bring any material *qua* that, no triable issue was raised therefor before the learned ARC. This Court is also in agreement with the findings arrived at by the learned ARC *qua* the same.

25. Regarding there being no *alternative accommodation* available with the landlords, it was all throughout their case that they were living in rented accommodations, which the tenant failed to rebut barring making bald and unsubstantiated assertions, which carry no weight [*Sarla Ahuja*

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<sup>17</sup> 2025 SCC OnLine SC 432



***v. United India Insurance Co. Ltd.***<sup>18</sup> and ***Deena Nath v. Pooran Lal***<sup>19</sup>].

Such bald assertions, sans material pleadings and sufficient evidence do not give rise to a triable issue, more so, whence the tenant was/ is required to substantiate the materials and pleadings made by him for raising a triable issue therein [***Lata Prasad Gupta v. Sita Ram***<sup>20</sup>].

26. The learned ARC has, while dealing with the availability of *alternative accommodation* with the landlords, held as under:-

*“20. Therefore, the contention qua alternative accommodation also does not amount to any triable issue as no documents have been placed on record to show that the purported alternative accommodation is under the ownership of the petitioners. In fact, bald averment has been made that petitioners have alternative accommodation, however, it has not even been pleaded that the addresses mentioned in the memo of parties is self owned properties of the petitioners whereas the petitioners have in the eviction petition itself averred that they are residing in rented accommodation.....”*

27. Since the tenant was unable to bring on record any material except to show that there was (more than) an *alternative accommodation* available with the landlords, no triable issue was raised *qua* that before the learned ARC. This Court finds no reason for disagreeing with the conclusion arrived at by the learned ARC *qua* the same.

28. In view thereof, no interference in the impugned order is warranted and the present petition, along with the pending applications, is hereby dismissed, leaving parties to bear their respective costs.

29. As such, in compliance of the impugned order dated 19.03.2025, the tenant is directed to handover the subject premises, i.e., one room which is

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<sup>18</sup> (1998) 8 SCC 119

<sup>19</sup> (2001) 5 SCC 705

<sup>20</sup> 2017 SCC Online Del 13026



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marked as E and F in the Site Plan, situated in plot no.536. Mukim Pura, Sabzi Mandi, Delhi to the landlords, Mr. Gauri Shankar and Mrs. Maina @ Jyoti on or before 21.09.2025 in view of the benefit of *six-month* period granted by the learned ARC as per *Section 14(7)* of the DRC Act therein.

**SAURABH BANERJEE, J.**

**SEPTEMBER 17, 2025/bh**