



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

Reserved on: November 22, 2025

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Pronounced on: December 23, 2025

+ **RC.REV. 218/2020, CM APPL. 25936/2020**

PARSHOTTAM LAL

.....Petitioner

Through: Mr. Inderbir Singh Alag, Senior
Advocate with Mr. R. S. Bisht and
Mr. J.S. Lamba, Advocates.

Versus

NEW LIGHT TRADING COMPANY & ORS.Respondent

Through: Mr. Ankur Mahindro, Advocate for
R-1, 2, 3 & 7.
Mr. Sandeep Kumar, Advocate for
R-4, 5, 6 & 8.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioner/ landlord filed the Eviction Petition, E. No.39/2020, before the learned Rent Controller, West District, Tis Hazari Courts, Delhi¹ against the respondents/ tenants being two companies and their respective directors, *qua* the premises bearing Shop No.520, Ground Floor, Katra Ishwar Bhawan, Khari Baoli, Delhi-110 006².

2. It was the case of the landlord before the learned RC that though the said petition was initially filed under *Section 14(1)(e)* read with *Section 25B* and *Section 14(1)(a), (b) and (j)* of the Delhi Rent Control Act, 1958³,

¹ Hereinafter '*learned RC*'

² Hereinafter '*subject premises*'

³ Hereinafter '*the Act*'



the landlord subsequently withdrew the same with respect to *Section 14(1)(a)*, and then also with respect to *Section 14(1)(b)* and *(j)*, and pursued the same only under *Section 14(1)(e)* read with *Section 25B* of the Act; on the ground that his younger son was unemployed, and wished to start his own business from the subject premises, as also he did not have any other reasonably suitable *alternative accommodation* available to fulfil the said *bona fide requirement* of his son. In support of his claims, the landlord relied upon one Sale Deed dated 11.06.2002 (*Ex. PW1/I*) executed in his favour by his brother, Mr. Ashok Kumar, who had obtained rights in the same through testamentary devolution by way of Will dated 24.01.1983.

3. In response thereto, it was the case of the tenants in their written statement before the learned RC that there was no *landlord-tenant relationship* between the parties; further that since the younger son of the landlord was already having an income, the landlord had no *bona fide requirement* for the subject premises; and lastly, that there were numerous *alternative accommodations* available with the landlord. As per tenants, the landlord could not have become the owner of the subject premises *vide* the said Sale Deed dated 11.06.2002 (*Ex. PW1/I*), since the said Mr. Ashok Kumar was merely one of the legal heirs of the erstwhile owner and there was no partition between him and the other legal heirs. Also, the alleged Will dated 24.01.1983 (*Ex. PW2/RI*) by which the said Mr. Ashok Kumar acquired rights in the subject premises was also not produced by the landlord before the learned RC. Further, the tenants never tendered any rent to the landlord. Also, since it was evident from the Income Tax Returns filed by the son of the landlord that he was not dependent upon his father, there was no *bona fide requirement* by the landlord. Lastly, there were



other *alternative accommodations* available with the landlord wherefrom his son could run his business.

4. In replication, the landlord pled that he was the absolute owner of the subject premises by virtue of the proper and duly registered Sale Deed dated 11.06.2002, as also that the income of the son of the landlord as per his Income Tax Returns was through fixed investments made by him, and not by his own business/ employment. He further reiterated that all the alternative accommodations alleged by the tenants were otherwise occupied by different members of his family, and the subject premises was the only suitable accommodation for his son.

5. After evidence was led by both parties, the learned RC heard both the parties and thence proceeded to pass the order dated 27.11.2021⁴ dismissing the Eviction Petition of the landlord.

6. Hence, the present petition filed by the landlord seeking setting aside the impugned order dated 27.11.2021 passed by the learned RC.

7. Before this Court, Mr. Inderbir Singh Alag, learned senior counsel for the landlord submitted that the learned RC has gone above the board in an eviction proceeding under the Act and ventured into the issue of title of the landlord, as also the aspects of *bona fide requirement* and *alternative accommodations* have also been decided by the learned RC against the tenets of the Act.

8. Learned senior counsel further submitted that even though the Sale Deed (***Ex. PW1/I***) based whereon the landlord was claiming title was not attested by two witnesses, however, since the same was a duly registered and valid document with all necessary specifications, there was no lacuna

⁴ Hereinafter '*impugned order*'



in the title of the landlord, since Mr. Ashok Kumar, who executed the said Sale Deed (*Ex. PW1/1*), obtained his rights in the subject premises by virtue of a Will (*Ex. PW2/R1*), for which probate has already been granted by the Hon'ble High Court of Judicature at Bombay on 30.08.2013 in Testamentary Petition No.65/2013. Hence, there was no other (chain of) documents required by the landlord. In this regard, the learned senior counsel submitted that non-reliance upon the said Will (*Ex. PW2/R1*) by the learned RC since it was not properly registered is liable to be set aside. Moreover, what was before the learned RC was only the first page of the said Will and not the complete document, hence no inference could have been drawn therefrom.

9. In any event, relying upon *Smt. Shanti Sharma & Ors. vs. Smt. Ved Prabha & Ors.*⁵, learned senior counsel submitted that in an Eviction Petition under *Section 14(1)(e)* of the Act, the landlord was not required to prove his ownership of the subject premises in absolute terms, but only show a better title than that of the tenant. Then, relying upon *Sri Ram Pasricha vs. Jagan Nath & Ors.*⁶, followed by a Coordinate Bench of this Court in *Subhash Jain versus Ravi Sehgal*⁷, the learned senior counsel submitted that the tenants had no right to question the history of ownership of the subject premises and were, as such, estopped from questioning the title of the landlord, especially in view of *Section 116* of the Indian Evidence Act, 1872. Lastly, relying upon *Ramesh Chand vs. Uganti Devi*⁸

⁵ 1987 SCC (4) 193

⁶ (1976) 4 SCC 184

⁷ 209 (2014) DLT 423

⁸ 157 (2009) DLT 450



and ***Bharat Bhushan Vij vs. Arti Teckchandani***⁹, the learned senior counsel submitted that it was not the concern of the tenants as to how the landlord acquired the subject premises, as also that proceedings under the Act had to be distinguished from those in a suit for title, respectively.

10. Regarding *bona fide requirement* of the landlord, relying upon ***Ragavendra Kumar vs. Firm Prem Machinery***¹⁰, learned senior counsel submitted that the landlord is the best judge of his needs, and further relying upon ***Joginder Pal vs. Naval Kishore Behal***¹¹ followed by a Coordinate Bench of this Court in ***Labhu Lal vs. Smt. Sandhya Gupta***¹², the learned senior counsel submitted that it is a moral obligation of a parent to settle their children and help them attain economic independence, and such a need by a landlord is undoubtedly *bona fide* under the Act.

11. Lastly, relying upon ***Sarla Ahuja vs. United India Insurance Co. Ltd.***¹³ and ***Shiv Sarup Gupta vs. Dr Mahesh Chand Gupta***¹⁴, learned senior counsel submitted that it is not up to the tenant to dictate the terms of how the landlord can otherwise adjust himself without getting possession of the subject premises, and mere presence of other accommodations is not enough, as the landlord has the right to decide whether an alternative accommodation is reasonable and suitable after considering all relevant factors.

12. Based thereon, learned senior counsel submitted that since there are errors apparent on the face of record, the impugned judgment is liable to be

⁹ 153 (2008) DLT 247

¹⁰ (2000) 1 SCC 679

¹¹ (2002) 5 SCC 397

¹² 173 (2010) DLT 318

¹³ (1998) 8 SCC 119

¹⁴ (1999) 6 SCC 222



set aside in exercise of the revisional jurisdiction by this Court.

13. *Per contra*, Mr. Ankur Mahindro, learned counsel for the tenant nos.1, 2, 3 and 7 and Mr. Sandeep Kumar, learned counsel for the tenant nos.4, 5, 6 and 8, at the very outset submitted that the present petition is *per se* not maintainable since it is an admitted fact that the landlord initially filed a composite petition under *Section 14(1)(e)* read with *Section 25B* and *Section 14(1)(a), (b) and (j)* of the Act, and, resultantly, the summary procedure as envisaged in *Section 25B* was though mandatorily have to be adopted, however, was never actually adopted before the learned RC. As such, the remedy under the *proviso* to *Section 28B(8)* of the Act cannot be resorted to by the landlord. In fact, they submitted that the tenants were never served with summons in proper form as per *Schedule III* of the Act, and resultantly, all proceedings before the learned RC were as per the ordinary procedure under the Act. They, hence, submitted that the appropriate remedy for the landlord would be an appeal under *Section 38* of the Act to the Rent Control Tribunal, and not a revision petition before this Court.

14. To substantiate the above, learned counsel for the tenant Nos.1, 2, 3 and 7 relied upon the decisions of Co-ordinate Benches of this Court in *Neelam Dubey vs. Rani Pandey*¹⁵ and *Bata India Ltd. vs. Sarla Sharma thr. LRs & Ors.*¹⁶ to submit that whence the impugned order could not be traced solely to the summary procedure under *Section 25B* of the Act, only an appeal under *Section 38* of the Act would lie against such order. The learned counsel further relied upon *Kiran Dutta & Ors. vs. M/s. Moti*

¹⁵ 2019 SCC OnLine Del 9133

¹⁶ 2021 SCC OnLine Del 2538



Mahal Delux-II¹⁷ to submit that since no amendment was sought by the landlord, he could not have been permitted to drop the reliefs claimed by him under *Section 14(1)(a), (b) and (j)* of the Act merely upon oral request.

15. Learned counsel for the tenant nos.4, 5, 6 and 8 also relied upon the decision of a Co-ordinate Bench of this Court in ***Anil Kumar & Anr. vs. Ram Kumar Gupta***¹⁸ to submit that summary procedure under *Section 25B* of the Act could only be invoked upon the landlord filing the amended plaint under *Section 14(1)(e)* of the Act, and the tenants being served with the same in due and proper form as per *Schedule IIIA* of the Act.

16. On merits, learned counsels for the tenants in support of the impugned order submitted that since all the aforesaid/ relevant factors were taken into consideration by the learned RC, and the same is followed by a detailed and well-reasoned findings qua them, the impugned order is not liable to be interfered with. Relying upon ***Malini Ayyappa Naicker vs. Seth Menghraj Udhavadas***¹⁹ and ***Abid-Ul-Islam vs. Inder Sain Dua***²⁰, they submitted that this Court is not to substitute its views for that of the learned RC by re-appreciating the evidence on record in revisional jurisdiction.

17. Regarding, *landlord-tenant relationship* between the parties, since it was admitted that no rent had been tendered by the tenants to the landlord, and the landlord was also unable to prove his ownership of the subject premises, the same was not existing *inter se* the parties. Further, despite a dispute being raised about the title of the subject premises right from the beginning of the proceedings, the landlord failed to produce the best

¹⁷ 2014:DHC:1725

¹⁸ Order dated 28.11.2019 in C.R.P.253/2019

¹⁹ (1969) 1 SCC 688

²⁰ (2022) 6 SCC 30



evidence, i.e. the original Will (*Ex. PW2/R1*), even though as per him, Probate for the same was granted by the High Court of Judicature at Bombay on 30.08.2013, i.e. one day before the filing of the Eviction Petition on 31.08.2013. The tenants, on the other hand, were able to prove that the said Will (*Ex. PW2/R1*) was not registered as also had inconsistencies *qua* the number of wives of the father of the landlord through the same. Also, that the earlier petition filed by the tenants to deposit rent in favour of the father of the landlord as well as the other co-owner of the subject premises were sufficient to prove that Mr. Ashok Kumar alone could not have executed the Sale Deed (*Ex. PW1/I*) in favour of the landlord.

18. Learned counsel for the tenant nos.4, 5, 6 and 8, relying upon *Vinay Eknath Lad vs. Chiu Mao Chen*²¹ and *Vinay Kumar Ahluwalia & Ors. vs. Bishan Chand Maheshwari & Ors.*²², submitted that *Section 116* of the Indian Evidence Act, 1872 does not act as an estoppel upon the tenant from challenging the title of the landlord when such landlord is an assignee/ vendee of the original landlord, provided the tenant has not attorned to the said assignee/ vendee by tendering rent to him.

19. Regarding *bona fide requirement*, based upon the concealments by the landlord in the Eviction Petition *qua* other properties owned by him and his wife, as also forging documents to show such other accommodations as unavailable, the learned counsels submitted that the learned RC has rightly held that landlord had not approached the Court with clean hands. Further, the income derived by the younger son of the landlord also proved that he

²¹ 2019 SCC OnLine 1668

²² (2017) 3 SCC 189



was not dependent upon the landlord, and as such, in view of *Shiv Sarup Gupta (supra)*, the requirement urged by the landlord was not natural, honest, sincere, etc.

20. Lastly, regarding *alternative accommodations* available with the landlord, learned counsels submitted that the learned RC has held that premises bearing Nos.580B and 521 in Katra Ishwar Bhawan, Khari Baoli, Delhi-110 006, as well as premises bearing No.40/4 in Gandhi Gali, Fatehpuri, Delhi-110 006 were available with the landlord, and false stories had been concocted *qua* the same after going into the evidence in detail. Based thereon, since all ingredients of *Section 14(1)(e)* of the Act have been rightly held against the landlord after analysing all evidence on record, the impugned order does not call for any interference by this Court.

21. In rejoinder, relying upon the decision of the Hon'ble Supreme Court in *Vinod Kumar Chowdhry vs. Smt. Narain Devi Taneja*²³ learned senior counsel for the landlord submit that the present petition is very much maintainable, since the impugned order has been passed under *Section 14(1)(e)* of the Act, after considering each ingredient thereof and rendering findings, and as such, is an order under *Section 25B* of the Act.

22. Heard learned (senior) counsels for the parties and perused the documents and pleadings on record as also gone through the judgments cited at Bar.

23. Before venturing into the merits involved, this Court deems it fit to first decide the germane aspect of maintainability of the present petition.

24. Since the moot issue going into the root of the matter raised *qua* the *maintainability* of the present petition pertains to whether the *proviso* to

²³ (1980) 2 SCC 120



*Section 25B(8)*²⁴ of the Act can be invoked against the impugned order, the same is being gone into before adverting to the merits involved.

25. For examining the scope thereof, this Court needs to take into consideration the legislative intent of introducing *Chapter IIIA* into the Act *vide* Amending Act No.18 of 1976²⁵. As elucidated in the analysis rendered by the Hon'ble Supreme Court in *Vinod Kumar Chaudhary (supra)*, *Chapter IIIA* is prescribing the '*procedure for summary trial*' for certain applications and was inserted into the Act along with *Section 14A* for persons occupying residential accommodations allotted by the Central Government/ local authorities who were required by Government orders to vacate the said residence(s), considering their need for urgent relief by regaining possession of their own property. Interestingly, to avoid the suffering due to unnecessary delays caused to a landlord having a *bona fide requirement* for his property with no *alternative accommodation*, and since time was of the essence equally for such a landlord as well, the cases falling under *Section 14(1)(e)* of the Act were also included within the fold of '*procedure for summary trial*'.

26. The purpose, intent and background in bring about the Amending Act also extended to the ousting of the remedy of appeal provided under *Section 38*²⁶ of the Act by inserting the provisions of *Section 25B(8)* of the

²⁴ '**25B(8)**-- No appeal or second appeal shall lie against an order for the recovery of possession of any premises made by the Controller in accordance with the procedure specified in this section: Provided that the High Court may, for the purpose of satisfying itself that an order made by the Controller under this section is according to law, call for the records of the case and pass such order in respect thereto as it thinks fit.'

²⁵ Hereinafter '**Amending Act**'

²⁶ '**38(1)**-- An appeal shall lie from every order of the Controller made under this Act [only on questions of law] to the Rent Control Tribunal hereinafter referred to as the Tribunal) consisting of one person only to be appointed by the Central Government by notification in the Official Gazette: ...'



Act to leave only the circumspect power of revision by the High Court in the *proviso*. It was a deliberate measure by the legislature in furtherance of the very objective of minimising delays in the exceptional circumstances prescribed. The essence of *Section 25B(8)* and its *proviso* is pervasive, and must be read in consonance with the spirit of the Amending Act, and not fettered by procedural latches.

27. In the present case, the landlord filed a composite Eviction Petition under *Section(s) 14(1)(a),(b),(e)* and *(j)* read with *Section 25B* of the Act, to which the tenants had filed their written statement on 05.12.2013. Subsequently, on 27.10.2014 and 12.07.2018, the landlord withdrew the same under *Section 14(1)(b)* and *Section(s) 14(1)(a),(b)* and *(j)* of the Act respectively. *Interestingly*, and most glaringly, the said subsequent act was well within the knowledge of the tenants, and yet the proceedings before the learned RC continued in accordance with law without any protest and/or demur from the tenants, much less claiming a change of circumstances and/ or non-compliance of any provision(s) of law; and the tenants all throughout participated in the proceedings before the learned RC, leading a full-fledged trial by summoning their witnesses, cross-examining the witnesses of the landlord, and proceeding with the final arguments on the *three essential ingredients* involved in *Section 14(1)(e)* of the Act namely, *landlord-tenant relationship* between the parties, *bona fide requirement* of the landlord, and availability of *alternative accommodation* till the passing of the impugned order.

28. After self-participation of the tenants in the entire proceedings under *Section 14(1)(e)* of the Act before the learned RC, the tenants have now raised the issue of *maintainability* of the present revision petition based



solely on the procedure followed, and that too, whence there has been never any challenge, or even any modification/ clarification/ review or like of either of the earlier orders dated 27.10.2014 and 12.07.2018 permitting the landlord to restrict his petition to one under *Section 14(1)(e)* read with *Section 25B* of the Act. It is too late in the day for the tenants to do so now, after they have missed, and watched, the bus go by. They cannot, hence, be allowed to take undue benefit/ shelter under a statutory provision against its very intent and purpose, as also thereby wasting the time and effort of the parties as well as rendering precious judicial resources and application of mind into a nullity.

29. Since, *admittedly*, the impugned judgment passed by the learned RC is one under *Section 14(1)(e)* read with *Section 25B* of the Act, and as the landlord has availed the sole remedy of filing the present revision petition under *Section 25B(8)* of the Act available to him, the contention of learned counsel for the tenants qua *maintainability* of the present petition, is negated. Incorporation of *Section 25B* to the Act by the legislature has to be given a purposive meaning. Holding otherwise would mean turning back the clock, and relegating the parties to the point of inception, and that too in a proceeding under *Section 14(1)(e)* read with *Section 25B* of the Act, which would be very much against the intent, purpose, objective and spirit of the legislature in introducing the Amending Act. In fact, on analogy, in any case, where leave to defend is granted, and the parties are put through the rigors of trial, *Section 25B(8)* and its *proviso* could never be invoked, merely because ordinary procedure has been relegated to, which has been specifically held to be impermissible *vide Vinod Kumar Chaudhary (supra)*.



30. It may be succinctly mentioned herein that the judgements sought to be relied on by learned counsels for the tenants do not offer any aid to their contentions. *Neelam Dubey (supra)* was a case wherein the Eviction Petition of the landlord was only under *Section 14(1)(a)* of the Act, and since no ground under *Section 14(1)(e)* was ever taken, the Co-ordinate Bench of this Court held *Section 25B* of the Act inapplicable. Similarly, in *Kiran Dutta & Ors. (supra)*, the Co-ordinate Bench was dealing with the tenant's objection to the composite petition filed by the landlord since the very start, and further, it was specifically noted that there was no evidence on record to show any oral request made by the landlord to treat the petition as one under only *Section 14(1)(e)* of the Act.

31. Further, in *Bata India Ltd. (supra)*, the Co-ordinate Bench of this Court was dealing with an impugned order against an order dismissing an application under *Order IX rule 13* of the Code of Civil Procedure, 1908. Being beyond the purview of *Section 14(1)(e)* or any of the other exceptional grounds under *Chapter IIIA* of the Act, it was held to be beyond the purview of *Section 25B(8)* and appealable under *Section 38* of the Act, thus giving precedence not merely to the procedure invoked at the start, but to the real nature of the impugned order. Lastly, in *Anil Kumar & Anr. (supra)*, the challenge by the tenants adjudicated by the Co-ordinate Bench was at an initial stage, qua the very liberty given to the landlord to restrict his composite Eviction Petition to one under *Section 14(1)(e)* on oral request. Even otherwise, the said question was never decided and was left open.

32. In view of the afore-going analysis and discussions, the present petition is indeed maintainable.



33. This Court is now proceeding to decide the present petition on merits.

34. A bare perusal of the record reveals that the learned RC undertook a roving enquiry by travelling into the ‘ownership’ rather than ‘better title’ of the landlord in the subject premises, rendering findings on the attestation of the registered Sale Deed (*Ex. PW1/I*), as also the Will (*Ex. PW2/R1*), which was completely beyond the purview of an eviction petition. The same being beyond the purview of the learned RC, was certainly not within his domain, *especially*, whence he was only dealing with an Eviction Petition under *Section 14(1)(e)* of the Act. As held in *Smt. Shanti Sharma & Ors. (supra)*, it is well settled that for the purposes of the Act, the landlord has only to establish a better title than that of the tenant, which was clearly established in the present case. The tenants were admittedly tendering rent to (one of) the predecessor-in-interest of the landlord and, as held in *Ramesh Chandra (supra)*, could not have raised the issue of imperfect title, or denied the *landlord-tenant relationship* between the parties. More so, whence, none of the other co-owners raised any disputes and/ or objections, much less, sought impleadment before the learned RC.

35. In this regard, reliance on *Vinay Eknath Lad (supra)* by the tenants is misplaced, since in the present case, the tenants had admittedly attorned to the tenancy of Mr. Kishan Chand and Mr. Dera Ram, who were the actual vendees as per their own case, and the landlord is one of their legal heirs, and not a vendee himself. As such, even if the Sale Deed (*Ex. PW1/I*) is ignored, the landlord was/ is still a joint owner through devolution of the subject premises, allegedly, yet to be partitioned. As held in *India Umbrella Manufacturing Co. & Ors. vs. Bhagabandei Agarwalla*



*thr. Lrs. & Ors.*²⁷; *Mohinder Prasad Jain vs. Manohar Lal Jain*²⁸ and *Sukhvinder Kaur vs. Preeti Rajput*²⁹, it is no longer *res integra* that such a landlord need not be the absolute owner and is competent to file for eviction without impleading the other owners, and so, even viewed as such, there could not have been any dispute *qua* the *landlord-tenant relationship* between the parties.

36. In view of the aforesaid, this Court has no hesitation to hold that the learned RC erred in holding that the *landlord-tenant relationship* between the parties was not established.

37. The learned RC next delved into the aspect of availability of *alternative accommodations* with the landlord, and held that since premises bearing Nos.521 and 580B in Katra Ishwar Bhawan, Khari Baoli were owned by the landlord and his wife respectively and lying vacant, and premises bearing No.40/4 in Gandhi Gali, Fatehpuri owned by the brother of the landlord was in his possession and *could be* vacant, he had sufficient alternative accommodation available to fulfil his requirements. This, again is in complete ignorance of the depositions made by the landlord *qua* premises bearing no.580B in Katra Ishwar Bhawan that his elder son was running his business under the name and style of M/s. Nishant Enterprises therefrom, but *qua* premises bearing no.521, had also exhibited as many as *nine* rent receipts issued by him to his brother (*Ex. PW1/5*) to show that the same was in the occupation of his brother. Further, *qua* premises bearing No.40/4 in Gandhi Gali, Fatehpuri owned by his brother, the landlord had deposed that he was running his business under the name and style of M/s.

²⁷ 2004 (3) SCC 178

²⁸ 2006 (2) SCC 724

²⁹ 2019 (256) DLT 279



Kukreja Impax therefrom, and had also filed rent receipts issued by his brother to him in furtherance thereof. The learned RC, in ignorance of the same, has found favour with the tenants since the landlord was unable to show that the said premises were *not* in his possession and lying vacant.

38. This Court finds the above reasonings, and in fact, the entire approach adopted by the learned RC to be erroneous and unsustainable. As held in ***Baldev Singh Bajwa vs. Monish Saini***³⁰, and it is trite that to put up any real opposition to the case of the landlord, the tenant cannot make bald assertions/ mere unsubstantiated statements and must duly prove his arguments. Thus, the complete shifting of onus from the tenants to landlord in the present case, to show that the other accommodations were *not* in the possession of the landlord and lying vacant, was impermissible. *Especially*, whence the landlord took specific pleas as also exhibited supporting documents *qua* the said premises, and since there was no contrary material/ evidence to disprove the same by the tenants. The landlord could/ can always have more than one addresses to carry on/ forward his business. It was never the case of the tenants that the landlord was incapable and/ or did not possess the needed wherewithal for that.

39. Moreover, the tenants neither made any pleading nor were able to prove any similarity and/ or the semblance between the said *alternative accommodations* and the subject premises. The learned RC has also not taken into consideration that the commercial basis, the location, the area, the size, the need, the suitability, the purpose, the access or like of the alleged *alternative accommodations* were not same as the subject premises.

³⁰ (2005) 12 SCC 778



40. In any event, as held in ***Kanhaiya Lal Arya v. Md. Ehsan & Ors.***³¹, the tenants were in no position to dictate the terms of how the landlord should utilise the properties available to him, and which of them should he occupy to fulfil his needs. The learned RC has merely based his findings on ‘ownership’ of the *alternative accommodations* available with the landlord, even though it is only the landlord who has the every right to choose the appropriate premises as per his needs, demands, purpose, activities based on any factor(s) such as size, location, suitability, access, intended use, safety or like, as held by this Court in ***Subhash Gupta & Anr. v. Smt. Pooja***³² which has also been upheld by the Hon’ble Supreme Court *vide* order dated 28.11.2025 in SLP(C) No.34218/2025.

41. In view of the above, the findings of the learned RC *qua* the *alternative accommodations* being available with the landlord is also not sustainable.

42. Finally, regarding *bona fide requirement* professed by the landlord, since the same is (wrongly) based on non-consideration of the probate having already been granted by the Hon’ble High Court of Judicature at Bombay on 30.08.2013 in Testamentary Petition No.65/2013 of the Will (***Ex. PW2/R1***), the same is also liable to be set aside.

43. As held in ***Ragavendra Kumar (supra)*** and ***Baldev Singh Bajwa (supra)*** the tenant is to bring concrete evidence to disprove the requirements of the landlord, which was missing in the present case. Moreover, as held in ***Shiv Sarup Gupta (supra)*** the Courts are only to examine if the said requirement urged by the landlord is an actual need

³¹ 2025 SCC OnLine SC 432

³² 2025:DHC:9797



which is natural/ real/ honest/ sincere in nature, and not a mere fanciful desire. Undoubtedly, as held in **Joginder Pal** (*supra*) and **Labhu Lal** (*supra*) the said requirements of a landlord also include those of the people closely connected to him; especially when a landlord who is also a parent, as the landlord herein, has a pious duty/ obligation to assist his children in attaining economic/ financial security. The learned RC has erred in relying upon the Income Tax Returns of the younger son of the landlord, even though the landlord and his younger son, who was examined as **PW3**, deposed that they were static investments, which had nothing to do with any employment/ business. Even otherwise, as held in **Ragunath G. Panhale v. Chaganlal Sundarji & Ors.**³³, income, job, financial capacity and/ or capability of a landlord are no prerequisite(s) for a *bona fide requirement* by the landlord and thus, cannot be investigated. There was no such case which could have prompted the learned RC to venture into those in the present proceedings.

44. Based thereon, this Court is not agreeable with the findings rendered by the learned RC regarding *bona fide requirement* of the landlord for the subject premises.

45. Most relevantly, though this Court in revisional jurisdiction, is not acting as a Court of appeal, and is not to substitute its views in place of those of the learned RC by undertaking a reappreciation of evidence, however, acting in supervisory jurisdiction, it is very much within the purview of this Court to test the impugned order on the anvil of arbitrariness, perversity, illegality, impropriety or the like. If the impugned order expresses an impossible view which, being contrary to the position of

³³ (1999) 8 SCC 1



law as also unsupported by evidence, could never have been taken, as held by a five-Judge Bench of the Hon'ble Supreme Court in *Hindustan Petroleum Corporation Limited v. Dilbahar Singh*³⁴, such an order cannot be said to have been passed in accordance with law, and it rather becomes the bounden duty of this Court to invoke its powers under revisional jurisdiction and set aside the same.

46. In view of the aforesaid analysis and findings, wherein the very threshold under *Section 14(1)(e)* read with *Section 25B* of the Act has been breached in view of the findings rendered by the learned RC, this is a case calling for interference by this Court. A such, the impugned order dated 27.11.2021 passed by the learned RC cannot be allowed to prevail, and is hereby set aside.

47. Accordingly, an order of eviction is passed against the tenants and in favour of the landlord *qua* the subject premises, being premises bearing Shop No.520, Ground Floor, Katra Ishwar Bhawan, Khari Baoli, Delhi-110006, *albeit*, the tenant is granted a period of *six months* to vacate the subject premises and handover peaceful and physical possession thereof to the landlord in view of *Section 14(7)* of the Act.

48. The present petition is allowed and disposed of in terms of the above.

SAURABH BANERJEE, J.

DECEMBER 23, 2025/RS

³⁴ (2014) 9 SCC 78