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

% ***Date of Decision: September 25, 2025***

\+ **RC.REV. 163/2023 & CM 31683/2023**

NAVNEET JAIN **.....Petitioner**
Through: Mr. Mohit Seth, Adv.

Versus

DINESH KUMAR JAIN AND ANR. **.....Respondents**
Through: Mr. Jayant Pawar, Adv.

CORAM:
HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T (*ORAL*)

1. The petitioner/ landlord[1] filed an eviction petition being E-305/2020 under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958[2] against the respondents/ tenants[3] seeking eviction from property bearing no.1349, first floor, largest room facing the main road with attached Chajja, Vaidwara, Maliwara, Delhi[4] as per the Site Plan attached therewith, before the learned Administrative Civil Judge cum Additional Rent Controller (Central), Tis Hazari Court, Delhi[5], as there was a *bona fide requirement* to expand his own jewellery business in Delhi.

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[1] Hereinafter referred to as ***'landlord'***
[2] Hereinafter referred to as ***'DRC Act'***
[3] Hereinafter referred to as ***'tenants'***
[4] Hereinafter referred to as ***'subject premises'***
[5] Hereinafter referred to as ***'learned ARC'***

2. In a nutshell, as per landlord his father became the owner of the subject premises *vide* a Partition Deed on 07.09.1976, whereafter, he bequeathed his properties, including the subject premises, to the landlord *vide* a Will dated 01.05.1983[6]. Although, the tenant no.1 took on rent the subject premises for use as a godown/ warehouse for only himself in the year 2000, however, he later requested his son, the tenant no.2 to be also inducted as a tenant. They only paid rent till January 2018, as they neither paid the rent nor House Tax charges after that. Though the landlord sent repeated Legal Notices to them, however, failure to pay the rent, coupled with his *bona fide requirement* to expand his jewellery business in absence of availability of a suitable *alternative accommodation* in or around Delhi, prompted filing of the eviction petition by him.

3. Upon service, the tenants filed an application for leave to defend under *Section(s) 25(4) & (5)* of the DRC Act. Succinctly put, as per tenants, the landlord had no *bona-fide requirement* for the subject premises as he had no jewellery business in Jaipur and, hence, there was no requirement for its expansion in Delhi. The Will did not confer absolute title upon the landlord, and even otherwise there is no probate thereof. The landlord had vacant *alternative accommodation* available with him, specifically as it is his own case in *paragraph 12* of the eviction petition that *"The construction of the premises is old as **our** other properties in the area."*

4. In response thereto, the landlord categorically stated that there is a typographical error in *paragraph 12* of the eviction petition as the word

[6] Hereinafter referred to as ***'Will'***

"*our*" was to be read as "*are*".

5. *Vide* order dated 14.10.2022[7], the learned ARC held the *landlord tenant relationship* existed between the parties. However, qua *bona fide requirement* of the subject premises by the landlord, though the learned ARC has observed that the landlord had vaguely denied the availability of other suitable accommodation and rather admitted that there were other tenants in the building who had vacated the premises and further held that the landlord failed to explain as to how such vacant premises did not serve his requirement. With respect to the typographical error in *paragraph 12* of the eviction petition, the learned ARC has held that the same cannot be brushed aside as it materially affects the merits of the case. Consequently, the learned ARC has held that the tenants were able to raise a triable issue and the availability of vacant suitable *alternative accommodation* in possession of the landlord was a subject matter of trial. Thus, the application seeking leave to defend of the tenants was allowed by the learned ARC.

6. Aggrieved thereby, the present revision petition has been filed by the landlord challenging the order dated 14.10.2022 passed by the learned ARC.

7. Mr. Mohit Seth, learned counsel for the landlord submits that the landlord is the true owner/ landlord of the subject premises as per the Will of his father, and that the Will does not need to be probated in Delhi. He submits that the vacant properties on the first floor do not belong to the landlord. He further submits that the typographical error in *paragraph 12* of the eviction petition where the word "*our*" was to be read as "*are*" has been

[7] Hereinafter referred to as ***'impugned order'***

wrongly ignored by the learned ARC as that simply does not mean that the landlord was having an *alternative accommodation* with no corroboration by the tenants.

8. Mr. Mohit Seth, learned counsel relying upon ***Liaq Ahmed vs. Habeeb-Ur-Rehmaan***[8], submits that the tenants had only raised baseless and bald pleas, upon which their application for leave to defend could not have been allowed. Further relying upon ***Abid-Ul-Islam vs. Inder Sain Dua***[9], the learned counsel submits that the learned ARC had come to wrongful finding qua there being no *bona fide requirement* of the subject premises by the landlord and also that there were other reasonably suitable *alternative accommodation* available with the landlord.

9. *Per contra*, Mr. Jayant Pawar, learned counsel for the tenants submits that since the landlord is not running any jewellery business in Jaipur, there was no *bona fide requirement* for expansion thereof. Even otherwise, he submits that there was no proof thereof. He further submits that the landlord has sufficient vacant suitable *alternative accommodation* available with him. For this, he relied upon *paragraph 12* of the eviction petition.

10. Heard learned counsel for the parties as also perused the documents on record and the case laws cited in support thereof as well.

11. Since there is no challenge to the finding qua the existence of *landlord tenant relationship* between the parties by the learned ARC, the same stands proven and need not be addressed any further by this Court.

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[8] (2000) 5 SCC 708
[9] (2022) 6 SCC 30

12. Qua *bona fide requirement* by the landlord, it was always his case that he was in "*……urgent, legitimate, genuine need of the tenanted premises.*" and "*……as his family runs a jewellery business in Jaipur, which he wishes to expand to the Delhi market.*" and that he needed housing facilities for business associates travelling to Delhi and as the subject premises was ideally located, with least disturbance fulfilling his purpose. A genuine and honest desire of shifting, and that too for his business purposes to Delhi for expansion by the landlord, and as that was/ is his source of livelihood, was a legitimate reason which could not have been brushed aside by the learned ARC.

13. This is, more so, when, interestingly, there were as such no denials barring bald statements just for controverting them by the tenants. Such bald denials, with no purposeful dispute raised qua the existing factual position or ground by the tenants, and with no substantive backing therefor, were hardly of any relevance and insufficient for raising any *triable issue*, much less, for their application for leave to defend being allowed. More so, since there was no worthy disclosure meriting an order in favour of the tenants. Reliance in this regard is placed upon ***Narinder Kumar Raseen vs. Usha Awasthy***[10] wherein this Court has held as under:-

> "*10. ……The above petition was filed by the landlord under Section 14(D), after death of her husband, who wanted to shift to Delhi due to his illness but he died inter se during the pendency of his petition. The contention of the tenant that the ARC is not supposed to consider the averments made in the*

[10] ILR (2008) Supp (12) Del 122

affidavit in detail and is not supposed to analyze the averments but has just to give leave to defend once the averments controverting the claim of the landlord is made, is baseless. In most of the petitions filed in the Courts truth is the first of the tenant casualty. Even false affidavits are filed with impunity. In most of the applications for leave to defend presented before the ARC, the ownership of the very premises taken on rent from the landlord the letting purpose and the relationship of the landlord and tenant, are all disputed apart from disputing the bonafide requirement of the landlord. Under these circumstances, if the landlord places on record the rent agreement, rent receipts and other material to show that disputes raised about ownership, relationship of tenant and landlord and letting purposes were being raised falsely just for the sake of raising disputes, the Rent Controller is bound to consider all the material and arrive at a logical conclusion whether the tenant has raised genuine pleas for leave to defends or has just, for the sake for denying everything written in the eviction petition, denied those things. There is no escape from analyzing the material placed before Rent Controller along with the affidavit filed by the tenant with the leave to defend application and the counter affidavit tiled by the landlord and the documents filed by both the sides. No affidavit can be considered only at the face value because there is no prosecution in this country for filing false and frivolous affidavits. The Courts are already so heavily burdened that the prosecution of perjury is almost NIL, despite the fact the perjury is committed day in day out in the Courts with impunity. It is, therefore, more advisable for the Rent Controllers to scrutinize the facts in light of the documents filed by the parties and to come to a conclusion whether the triable Issue has been raised or not.

11. A triable issue is the one for the decision of which trial and recording of evidence is necessary. Where a tenant denies the tense relationship between the landlady and her daughters-

in-law, what evidence he can produce since the tenant is not a family members and is living far away from the family of the landlady. Her relations with the daughters-in-law are in the special knowledge of the landlady and only she can testify about these relations. Still the tenant had, by way of affidavit, denied the tense relationship between the landlady and her daughters-in-law. Moreover, it not necessary that a woman keeps harping about her sore relations on every occasion. Many persons like to suffer in silence, instead of washing dirty linen in public and quietly separate from such circumstances. The ARC also had no alternative but to look into the medical records filed by the landlady along with the counter affidavit. The ARC had to come to a conclusion whether the landlady was suffering from ailments or not, Even those matters which were in the special knowledge of the landlady, were denied by the tenant.

12. No triable issue can be raised when the tenant has no privity to the facts. The triable issues can be raised by the tenant only in respect of those facts about which he has knowledge or which can be proved in the Court by his testimony or testimony of his witnesses. If the landlord or the landlady, as the case may be, had let out other premises available with him or her, despite bonafide requirements, such a fact can be considered as a triable issue because it can be proved by the testimony of the person to whom it has been let out in that case, the fact of ownership of that premises by the landlord must be an admitted fact. If the tenant alleges any other premises to be owned by the landlady, without disclosing even an iota of evidence that the premises belonged to the landlord or landlady, no leave to defend can be granted to the tenant. If leave of defend is granted just by alleging something, then the tenant would name any premises and say that it belonged to the landlord without disclosing as to on what basis he was saying so. 1, therefore, consider that a triable issue is raised by the tenant only when tenant prima facie discloses evidence in his possession about the allegations made by him and the evidence admissible under law so that the alleged

fact can be proved in the Court, and if proved, it would disentitle the landlord to have eviction decree. Those issues which are raised only for the sake of depriving landlord of his rights like denying of relationship of tenant and landlord and the ownership of the landlord, denial of letting purposes, extent of the family of the landlord, extent of the premises available with the landlord such issues need no trial unless these issues cannot be decided on the basis of affidavits and material placed along with affidavits. The court on the basis of affidavit and material can come to a conclusion whether the affidavit filed along with the leave to defend application, has some substance in it or it was just an affidavit to raise unnecessary issues to gain leave to defend... ..."

14. Interestingly, the fact that the landlord was not carrying on the jewellery business himself was insignificant as it is not relevant for the purposes when a landlord is seeking eviction under *Section 14(1)(e)* of the DRC Act. As held by this Court in ***Balwant Singh Chaudhary & Anr. vs. Hindustan Petroleum Corporation Ltd.***[11], "*……it is not necessary for the landlord to plead and prove the specific business which he wants to set up in non-residential premises in respect of which eviction is sought.*" as also "*... ...also not necessary for the landlord to set up a business before seeking ejectment on the ground of bona fide personal use and occupation.*".

15. An application for leave to defend, which is based on unworthy and unsupportive pleadings made by the tenants herein, would open a floodgate and would actually tantamount to such applications of the tenants being allowed in a mechanical manner, as a matter of routine in the natural course.

[11] (2004) 1 RCR (Rent) 487

This being against the intention of the legislature, is not the scheme of the DRC Act and, in fact, goes against the very provisions contained therein.

16. Be that as it may, the only reason for the learned ARC allowing the application for leave to defend of the tenants is the self-inflicting wound that is the averment made by the landlord in *paragraph 12* of the eviction petition that *"The construction of the premises is old as* ***our*** *other properties in the area."*, which, according to the learned ARC is significant and it materially affects the merits of the case. Although, the landlord later specified, that it is a typographical error as the word "*our*" is to be read as "*are*". This finding by the learned ARC, on the very face of it, is wrong as the same had to be pitted against the other averments, if at all, in the very same eviction petition wherein the landlord has categorically asserted as under:-

> "*18(a)(xv). ... ...The Petitioner does not have any other property in Delhi and it is his right to use his property, for his own use, now when it is most necessary for him and his business... ...*
>
> *.....*
>
> *18(a)(xvii). ... ...except the premises owned by Petitioner, there is no other alternative suitable accommodation available with the Petitioner, in Delhi, which could be utilized for his bonafide need, as mentioned above.*
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> *18(a)(xviii). ... ...the petitioner does not have any alternative suitable accommodation in the Delhi or NCR region... ...*
>
> *18(a)(xix). ... ...the petitioner nor the family members dependent upon him have any other reasonable or suitable accommodation available... ...*"

17. Surprisingly, despite the landlord mentioning in more than one place, as aforesaid that he did not have any *alternative suitable accommodation*, the learned ARC has faulted in holding as under:-

> "*13. ... ...There is no explanation by the petitioner as to how the premises so vacated by the other tenants do not serve as suitable alternative accommodation for his requirement*."

18. The above is, once again, contrary to the assertion made by the landlord in the very same eviction petition wherein the landlord has categorically asserted as under:-

> "*18(a)(xvi). That the Petitioner wishes to convert all of his owned premises, being the premises at 1349 Vaidwara, Maliwara, Delhi-110 006 for his own use. Towards this effort, the tenanted premises is essential for the need of the Petitioner. The Tenanted premises is on the 1st floor of 1349; largest room facing the main road with attached Chajja and will serve the bonafide need of the Petitioner. The tenanted premises is on the first floor, facing the chajja, which is facing towards the East end of the property, which enjoys the least disturbance and most efficiently fulfills the purpose of the Petitioner*."

19. Since the learned ARC erred in ignoring the aforesaid facts, the impugned order is unsustainable. The facts before the learned ARC also clearly disclose that the tenants, on their own, were not able to show anything worthy of credence in support of their assertion that the landlord in fact had other suitable and/ or vacant *alternative accommodation* available with him. Once again, as held in ***Sarla Ahuja vs. Union India Insurance Company***

Ltd.[12] and ***Deena Nath vs. Pooran Lal,***[13] bare assertions of these kinds are insufficient for the leave to defend being granted. Merely having an *alternative accommodation* in his name and/ or in his possession does not and cannot, unless otherwise proven, be a simpliciter ground of denial for the landlord to file an eviction petition under *Section 14(1)(e)* of the DRC Act seeking the subject premises. There are various extraneous factors like type/ nature of business, place of business, profits made, space required for operations, funds available, status of the landlord, which have significant role to play for determination under such circumstances. In any event, in an eviction petition under *Section 14(1)(e)* of the DRC Act, which is far from being same as a plaint, the landlord is not required to give the said particulars. As has been repeatedly held in ***Prativa Devi vs. T.V. Krishnan***[14] and ***Sarla Ahuja (supra),*** the landlord is the best judge of his requirement, and it is not for the tenants to give alternate solutions/ advices/ substitutes/ replacements/ possibilities. At the end of the day, the tenants herein should not act for and on behalf of the landlord.

20. The factor qua the subject premises, admittedly, lying under lock and key available only with the landlord (since almost four years) and the finding of the learned ARC in the impugned order to that effect is significant as the tenants have neither taken any steps for getting the subject premises operational nor have whispered about it to the landlord. This is just a mere tactic of the tenants to somehow hold on to the subject premises for exerting

[12] (1998) 8 SCC 119
[13] (2001) 5 SCC 705
[14] (1996) 5 SCC 353

unwarranted pressure by causing undue hardship upon the landlord by depriving him of his own property. This is not permissible and is not a ground for allowing the application for leave to defend of the tenants. Reliance is placed upon ***P.C. Jain & Ors. v J.K. Soni***[15], wherein this Court has held as under:-

> "*10. While the Courts should see that the tenant is protected from frivolous eviction petition, the courts also must protect the landlords from dubious tenants, as the case is here. In this case, the tenant who is an advocate shifted to his own house about 14/15 years back with his family. This finding of fact as proved by the landlord has not been upset by learned ARCT. He did not vacate the tenanted premises and kept the same under his lock and key and only servants come and visit the premises. Such tenant, who occupies the tenanted premises despite acquiring his own premises and shifting to it, must be dealt with sternly by the Courts. The sole purpose of not vacating the premises by such tenants is to hold the landlord to ransom because of the legal proceedings and keep on dragging him in courts for years together and depriving him of his property so that ultimately the landlord is fed up with the litigation and pays money to tenant for vacating the premises. This is actually what is happening. Had the rent controller legislation not been there, the landlord under common law would have the right to evict the tenant either on determination of tenancy or by efflux of time or for default for payment of rent or on other such grounds after giving a notice under Transfer of Properties Act. This right has been curtailed by the Rent Control Legislation only to give protection to the tenants. It was not the intent of the legislation to give a tool in the hands of non genuine tenants to extract money from the landlord by keeping the premises locked despite the fact that they had no use of the premises and because of the*

[15] 2009 (107) DRJ 570

fact that rent being paid by the tenant had no monetary significance in the present day circumstances. The provisions of DRC Act should not be construed so as to even destroy the limited relief which it seeks to give to the landlord on such technical ground as has been done in this case by the learned ARCT. The Court should always give meaningful interpretation to the provisions of law so as to subserve the legislative intent and to prevent misuse of law. It is well settled that the procedure is handmaid of justice and the procedure cannot be made master of justice."

The same view has been expressed by this Court in ***Ram Krishna Singh & Ors v Thakurji Shivji***[16] and ***Lalta Prasad Gupta v Sita Ram***[17] as well.

21. In view of the aforesaid, as also it is an admitted position that since all the other tenants, except the tenants herein, have vacated the whole property wherein the subject premises is situated, it can be inferred that the tenants are holding the landlord to ransom. On the other hand, that the landlord is seeking eviction of the tenants from the subject premises, under such circumstances, shows his cause and reason to be genuine and *bona fide*.

22. This is a fit case where there is an error, legal and factual, apparent on the face of the record requiring interference in a revision petition under *Section 25B(8)* of the DRC Act. This Court finds able support in ***Sarla Ahuja (supra)*** wherein the Hon'ble Supreme Court has held as under:-

"6. ……In other words, the High Court shall scrutinize the records to ascertain whether any illegality has been committed by the Rent Controller in passing the order under Section 25-B.

[16] 2010 (12) SCC 716
[17] 2017 SCC Online Del 13026

It is not permissible for the High Court in that exercise to come to a different fact finding unless the finding arrived at by the Rent Controller on the facts is so unreasonable that no Rent Controller should have reached such a finding on the materials available."

23. Similar views have been expressed in ***Abid-Ul-Islam (supra)*** by the Hon'ble Supreme Court and in ***Kuldeep Singh vs. Sanjay Aggarwal***[18] by this Court as well.

24. Therefore, the present revision petition along with the pending applications, if any, is allowed and the impugned order dated 14.10.2022 passed by the learned ARC is set aside with no order as to costs.

25. Accordingly, the tenants are directed to vacate the property bearing ***no.1349, first floor, largest room facing the main road with attached Chajja, Vaidwara, Maliwara, Delhi*** as per the Site Plan. However, the tenants shall be entitled for the benefit of *six months* period from today extendable to them under *Section 14(7)* of the DRC Act.

SAURABH BANERJEE, J

SEPTEMBER 25, 2025

[18] MANU/DE/1513/2018