



2025:DHC:10411



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

Reserved on: November 06, 2025

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Pronounced on: November 26, 2025

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RC.REV. 476/2019

SUSHIL KUMAR JAIN

.....Petitioner

Through: Mr. Sunil Fernandes, Senior
Advocate along with Mr. Vikas
Deep, Advocate

Versus

KIRAN CHADHA

.....Respondent

Through: Mr. Harpreet Singh Uppal, Ms.
Ruchita Uppal, Mr. Mohit Dewan
and Mr. Utkarsh Batra, Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The respondent/ landlady¹ instituted an eviction petition under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958² before the ACJ/CCJ/ARC(west), Tis Hazari Courts, Delhi³ seeking eviction of the petitioner/ tenant⁴ from Haryana Bearings, shop no.1 at property bearing no. C-213/6, Ground Floor, Mayapuri, Phase-II, New Delhi⁵.

2. *Succinctly put*, it was the case of the landlady before the learned ARC that her husband, Sh. Sita Ram Chadha was allotted a plot bearing no.213/6, admeasuring 211 sq. yards, Block-C, Mayapuri Industrial Area,

¹ Hereinafter referred to as '*landlady*'

² Hereinafter referred to as '*DRC Act*'

³ Hereinafter referred to as '*learned ARC*'

⁴ Hereinafter referred to as '*tenant*'

⁵ Hereinafter referred to as '*subject premises*'



Phase-II, New Delhi⁶ vide a perpetual Lease Deed dated 14.05.1991, wherein the subject premises is situated which was let out to the tenant for commercial purposes at a monthly rent of Rs.400/- excluding electricity charges. After the death of her husband, all the other legal heirs of Sh. Sita Ram Chadha executed a registered Relinquishment Deed dated 26.06.2013 in respect of the property in favour of the landlady. Therefore, the landlady became the sole owner of the property, including the subject premises.

3. The landlady was in *bona fide requirement* of the subject premises for one of her sons namely Sh. Sumit Chadha, who was unemployed and intended to start a business of motor parts, more so, as she did not have any commercial space available with her.

4. The tenant, being a chronic defaulter, was not paying rent after the demise of her husband. In fact, in July 2015, he stated for the first time that he was paying rent to one Sh. Surinder Singh Chawla, who claimed himself to be the owner of the subject premises. This resulted in the landlady sending a Legal Notice to the tenant and the said Sh. Surinder Singh Chawla. As there was no response thereto, the landlady filed an eviction petition under *Section 14(1)(a)* of the DRC Act.

5. Upon service of summons, the tenant filed an application seeking leave to defend under *Sections 25B(4) and (5)* of the DRC Act, *inter alia* disputing the *landlord-tenant relationship* between the parties; as also the late husband of the landlady himself asked the tenant to pay the rent to Sh. Surinder Singh Chawla and his family members, and that the tenant

⁶ Hereinafter referred to as '*property*'



was paying rent to Sh. Surinder Singh Chawla since 2004; and there were other tenants who were also paying rent to Sh. Jitender Singh Chawla; and lastly, that the son of the landlady for whom subject premises was required was already gainfully employed.

6. The landlady filed a counter affidavit to the application of the tenant for leave to defend controverting the averments made therein and reiterating the plea taken by her in her Eviction Petition.

7. The learned ARC, after considering the material on record and hearing the parties, vide order dated 19.02.2019⁷, dismissed the tenant's leave to defend application and consequently passed an eviction order of the subject premises in favour of the landlady.

8. Aggrieved thereby, the tenant is before this Court by way of the present revision petition challenging the order dated 19.02.2019 of the learned ARC.

9. On the last date of hearing i.e., 03.11.2025, Mr. Sunil Fernandes, learned senior counsel for tenant, was given an opportunity to seek instructions as to whether the tenant is willing to occupy the subject premises till 31.03.2026 and pay user and occupation charges @ Rs.25,000/- per month.

10. On 06.11.2025, when arguments were heard and judgment reserved, Mr. Sunil Fernandes, learned senior counsel appearing for the tenant, submitted that since the parties were unable to arrive at any consensus, the present proceedings merits a disposal on the facts therein.

11. Mr. Sunil Fernandes, learned senior counsel for the tenant while confining his challenge solely to the issue of *landlord-tenant relationship*

⁷ Hereinafter referred to as '*impugned order*'



inter se the parties, contended that the late husband of the landlady, during his lifetime, had executed certain documents (Agreement to Sell, GPA, SPA, Will, Receipt and Possession Letter) in favour of one Sh. Shahib Singh Chawla S/o Sh. Jitender Singh Chawla. By virtue of those documents, it is his contention that a part of the property wherein the subject premises was situated was transferred. The learned senior counsel submitted that it was only pursuant thereto that the tenants in the shops situated in the sold premises were paying rent to the said Sh. Shahib Singh Chawla. In fact, as per Mr. Fernandes, learned senior counsel, the tenant was one such, who was also paying the rent to Sh. Shahib Singh Chawla since 2004. In those circumstances, the learned senior counsel submitted that neither the landlady nor her late husband during his lifetime demanded and/ or received any rent after the said transfer. Moreover, the landlady herself never initiated any proceedings qua the title document executed by her late husband in favour of Sh. Shahib Singh Chawla. The learned senior counsel then submitted that her late husband in reply to the Show Cause Notice in Eviction Case EVIC-213/6 (Rewari Lines)/ Phase-II/2003 entitled “*DDA v. Sita Ram Chadha*” had himself admitted that he had in fact executed a Power of Attorney in favour of Sh. Surinder Singh Chawla.

12. In the wake of the aforesaid, Mr. Sunil Fernandes, learned senior counsel submitted that the learned ARC has wrongly presumed that rent was accepted by Sh. Surinder Singh Chawla and his family on behalf of the landlady. Lastly, as per the learned senior counsel though the learned ARC acknowledged that an issue had arisen qua the ownership and had even directed the parties to file documents in support thereof, the leave to



defend was nevertheless declined. As such, Mr. Fernandes, learned senior counsel without canvassing any other argument, sought setting aside of the impugned order.

13. *Per contra*, Mr. Harpreet Singh Uppal, learned counsel for landlady controverting the aforesaid submissions of the learned senior counsel submitted that the learned ARC has rightly dismissed the tenant's leave to defend application, particularly, since, as per the learned counsel, the landlady had no other commercial accommodation available with her. In effect, the learned counsel submitted that there was/ is a *bona fide requirement* of the subject premises by the landlady. The learned counsel submitted that the tenant was unable to come up with anything which would disentitle the landlady to the relief of eviction and based whereon the tenant was entitled for grant of leave to defend. The learned counsel further submitted that the landlady was the owner of the subject premises, and Sh. Surinder Singh Chawla had no right, title or interest in the subject premises. Even otherwise, the pendency of a declaration suit by Sh. Shahib Singh Chawla itself does not raise any triable issue.

14. Mr. Harpreet Singh Uppal, learned counsel then submitted that the alleged documents in favour of one Sh. Shahib Singh Chawla which have been relied by the tenant are forged and interpolated documents, for which the landlady has filed criminal proceedings.

15. This Court has heard learned counsel for the parties, as also have gone through the pleadings and documents on record.

16. Before adverting to adjudicating on merits, this Court finds that since there is no challenge on behalf of the tenant to the findings by the learned ARC in the impugned order qua *bona fide requirement* of the



subject premises by the landlady, as also the landlady having *alternative accommodation*, the same need not be adverted to. Therefore, the same are deemed admitted.

17. *Qua* the only aspect of *landlord-tenant relationship* raised before this Court, as per *Smt. Shanti Sharma v. Smt. Ved Prabha*⁸, *Swadesh Ranjan Sinha v. Haradeb Banerjee*⁹, and *Sheela v. Firm Prahlad Rai Prem Prakash*¹⁰, it is a well-settled position that, unlike any other civil proceedings, in an eviction proceeding under *Section 14(1)(e)* of the DRC Act, a landlord is only required to show a better ‘*title*’ than the tenant. Absolute ownership/ imperfectness of title cannot be a criterion for consideration in such proceedings under the DRC Act. Interestingly, all throughout the pendency Sh. Shahib Singh Chawla never objected/ opposed the claim of the landlady in the Eviction Petition. In fact, same has, all throughout, been the position before this Court as well.

18. Moreover, a perpetual Lease Deed dated 13.05.1991 executed in favour of landlady’s late husband, a registered Relinquishment Deed dated 26.03.2013 followed by a Letter dated 04.12.2018 issued by the PIO/ Asstt. Director (Indl.), Delhi Development Authority, Land Sales Branch (Industrial), Delhi, seeking consent from the husband of the landlady for the disclosure of information sought by the tenant regarding the property were sufficient materials before the leaned ARC for establishing that the landlord had a better ‘*title*’ than the tenant *qua* the subject premises.

⁸ (1987) 4 SCC 193

⁹ (1991) 4 SCC 572

¹⁰ (2002) 3 SCC 375



19. *Conversely*, for the tenant to raise a *triable issue*, as held in *Abid-Ul-Islam v. Inder Sain Dua*¹¹ and *Baldev Singh Bajwa v. Monish Saini*¹², there must be some basis of denial by the tenant which has satisfactory weight attached to that negation, which is worthy of sustenance. It must be more than bare assertions, and in fact such that it can withstand the rigours if the tenant is granted the leave to defend. At best, the tenant herein is relying on the alleged Agreement to Sell, GPA, SPA, Will, Receipt and Possession Letter, which, cannot in any way create a better ‘*title*’ than the landlady, more so, based on the documents already existing in her favour. In any event, the alleged Rent Receipts executed by a third party could not have created a ‘*title*’ in favour of the tenant. There was, thus, nothing of any kind to question the ‘*title*’ of the landlady.

20. This Court also finds merit in the findings qua the *landlord tenant relationship* in the impugned order dated 19.02.2019, relevant extract whereof is reproduced as under:-

“The question that now arises is whether if on this aspect, the respondent is allowed to lead evidence, what shall be its impact on the outcome of the case. Will it be sufficient to non-suit the petitioner?”

However, in the considered opinion of this Court, the answer has to be in the negative. The documents relied upon by the respondent are themselves contradictory. The application for leave to defend stipulates that Late Sh. Sita Ram Chadha had in the year 2004 asked the respondent to pay rent to Sh. Surinder Singh Chawla and his family members and the part of the property in which the premises falls had been sold to Sh. Jitender Singh Chawla. It is pertinent to note that the undated Agreement to Sell,

¹¹ (2022) 6 SCC 30

¹² (2005) 12 SCC 778



Will, GPA, Receipt and Affidavit are in favour of Sh. Sahib Singh Chawla. The reply to show cause notice in Eviction Case no. EVIC-213/6(Rewari Lines)/Phase-1112003 titled as DDA vs. Sita Ram Chadha, therefore, is of no help to the respondent as it records that attorney was executed in favour of Sh. Surinder Singh Chawla. Even otherwise, these are not documents which would confer any title as per law upon the third party as claimed by the respondent. Further, there is an admission by the respondent that late Sh. Sita Ram Chadha had asked for the rent to be paid to Sh. Surinder Singh Chawla and family and that by itself would not change the ownership. At best, it can be said that the rent was being accepted by Sh. Surinder Singh Chawla and family on behalf of the owner/landlord. Thus, there is no triable issue as regards the relationship of landlord and tenant between the parties and issue of ownership of the petitioner.”

21. In view of the aforesaid, this Court finds no reason for interfering with the impugned order under *Section 25B(8)* of the DRC Act.
22. Accordingly, the present revision petition along with pending application(s), if any, being devoid of merits, is hereby dismissed, leaving the respective parties to bear their own costs.
23. Resultantly, the interim protection granted vide order dated 16.10.2023 stands automatically vacated. Since the mandatory period of *six months* under *Section 14(7)* of the DRC Act is already over, the tenant is liable to vacate and hand over peaceful and physical possession of the subject premises to the landlady. However, the tenant shall continue to pay the arrears of user and occupation charges till then.

SAURABH BANERJEE, J.

NOVEMBER 26, 2025/SO/GA