



2025:DHC:8642



\* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: September 18, 2025

%

Pronounced on: September 26, 2025

+

**RC.REV. 682/2019**

**UPKAR SINGH**

**.....Petitioner**

Through: Ms. Gunjan Sinha Jain and Ms.  
Muskaan Gopal, Advs.

Versus

**SIRI KISHAN GUPTA**

**.....Respondent**

Through: Mr. Sanjay Gupta, Mr. Shubhangam  
Thakur and Ms. Devi Das Verma,  
Advs.

**CORAM:**

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

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

1. The petitioner/ landlord<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> being RC/ARC No.27/2017, before the learned Rent Controller (West), Tis Hazari Courts, Delhi<sup>3</sup>, seeking eviction of the respondent/ tenant<sup>4</sup> from the tenanted premises i.e. Ground Floor, of Property Bearing No. J2/18, BK Dutt Market, Rajouri Garden, New Delhi<sup>5</sup>, for the *bona fide requirement* of the premises

---

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

<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*"



for running his family business along with his sons, as there is no other suitable *alternate accommodation* available, impleading Ms. Amarjeet Kaur, mother of the landlord<sup>6</sup> therein as a *pro-forma* party.

2. It was the case of the landlord before the learned ARC that the landlord was also the owner of the subject premises by virtue of a duly registered Will dated 16.10.1981 [*Ex PW1/1*] executed by his grandmother Ms. Karam Kaur, W/o Mr. Saudagar Singh<sup>7</sup>, who had let out the entire subject premises to the tenant for commercial purposes *vide* Lease Deed dated 02.09.1974. As per the said Will, his grandmother entitled her daughter-in-law and mother of the landlord to collect the rent of the subject premises during her life time. Since the mother of landlord had expired, the tenant herein had filed an interpleader suit being Suit No. 608/2007 against his mother, the landlord, his brother Mr. Jasbir Singh<sup>8</sup>, Ms. Dalbir Kaur and Ms. Avinash Kaur seeking an order of restraint against them from taking any proceedings against the tenant with regard to the subject premises. Based on a compromise, the said suit was disposed of *vide* judgment dated 25.02.2012 [*Ex PW1/4*] by Shri Prashant Kumar, CCJ-cum-ARC [North District], Tis Hazari Courts, Delhi, wherein the landlord herein/ defendant No.3 therein was held to be the landlord in terms of the registered Will of his grandmother and the tenant was directed to pay rent w.e.f. 01.04.1996 onwards to his mother on behalf of landlord. As such, the issue of the respondent being the owner-landlord of the tenanted premises stood settled therein.

---

<sup>6</sup>hereinafter referred to as “*mother*”

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

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



3. On the strength of the above, it was the case of the landlord that there was a *landlord-tenant relationship* between the parties herein.

4. It was also the case of the landlord that he and his brother along with their mother were partners of M/s. S.M. Singh & Company and M/s. Jasup Engineering Company. However, due to '*temperamental differences*' between landlord and his brother, both the said partnerships have been closed down and M/s. S.M. Singh & Company was allotted industrial plot at C-221, Mayapuri Industrial Area, Phase-II, New Delhi<sup>9</sup> and M/s. Jasup Engineering Company was having its office at 44, F.F., Shardhanand Marg, Delhi<sup>10</sup>, which was lying unused. It was also the case of the landlord that his elder son Mr. Simranjeet Singh intended to join his business since he was not able to earn much in Canada and since his younger son Mr. Sh. Ravneet Singh, being unsatisfied, also wanted to quit his job, as also, the landlord wanted to expand his business. Therefore, the landlord had a *bona fide requirement* of the subject premises.

5. It was also the case of the landlord that he did not have any other reasonably suitable commercial *alternative accommodation* in Delhi or anywhere else, and he was in need of a retail outlet for storage of goods, particularly since his two sons had decided to join his business, being operated from his residential premises @ J-160 B, First Floor, Rajouri

---

<sup>9</sup>hereinafter referred to as "*Industrial Plot*"

<sup>10</sup>hereinafter referred to as "*Office*"



Garden, New Delhi<sup>11</sup>. In essence, he required the subject premises for expansion of his business.

6. Upon service of the eviction petition, the tenant filed an application for leave to defend wherein it was his case that the landlord was the owner in possession of the Industrial Plot as also the Office, and that in the Legal Notice dated 19.07.2016, there was no mention of the said alleged *bona fide* need of the landlord. Also, the landlord was not the absolute owner of Industrial Plot as also the Office. Further, the landlord was not doing business from the residential premises but from the Industrial Plot and the Office, and that there was no dispute *inter se* the landlord and his brother.

7. The said application for leave to defend of the tenant was allowed by the learned ARC on 02.08.2018, whereafter the landlord filed his response thereto. After both parties led evidence, the learned ARC heard arguments from both sides. The learned ARC pronounced the judgment on 11.09.2019<sup>12</sup> wherein it was held that the landlord was able to establish the *landlord tenant relationship* and there was a *bona fide requirement* on the part of the landlord, without giving a concrete finding on the aspect of the landlord having any other suitable *alternate accommodation*, held that since there were ‘*temperamental differences*’ between the landlord and his brother, the case set up by him “... *...is doubtful and not proved.*”.

8. Aggrieved thereby, the present revision petition is filed by the landlord seeking setting aside of the impugned judgement.

---

<sup>11</sup>hereinafter referred to as “*residential premises*”

<sup>12</sup>hereinafter referred to as “*impugned judgment*”



9. While adjudicating the present petition, it is relevant to note that the learned ARC has held that there exists a *landlord tenant relationship* between the parties as under:-

*“9(a)(i)... Ownership of Smt. Karam Kaur regarding the said property is also not disputed. Infact, Smt.Karam Kaur is the admitted landlady. WILL dated 06.10.1981<sup>13</sup> made by Smt Karam Kaur is Ex. PW-1/1. There is no dispute regarding this WILL. The petitioner was not cross examined regarding this WILL. By virtue of this WILL Ex. PW-1/1, the petitioner is the beneficiary for properties bearing no. J-2/18, B. K Dutt Market, Rajouri Garden, New Delhi consisting of the tenanted premises. It was argued on behalf of the respondent that as per the WILL, during her lifetime Ms. Amarjeet Kaur will be the landlady. In this regard, it is pertinent to observe that in the said WILL this is only a provision regarding maintenance of Ms. Amarjeet Kaur during her life time. There is a clear bequeathment of said property in favour of the petitioner. Further, in view of statement dated 25.01.2012 Ex. PW-6/2 it is clear that respondent no. 1 acknowledged present petitioner who was defendant no. 3 therein as the landlord.”*

*“9(a)(ii) In view of the above, landlord tenant relationship between the parties i.e. the petitioner, and respondent no. 1 is clearly established. The petitioner is the landlord of respondent no. 1 with, regard to the tenanted premises.”*

10. Thus, the same need not be traversed by this Court.

11. Also, relevant to note that the learned ARC has held that the landlord was having a *bona fide requirement* of the subject premises as under:-

*“9(b)&(c)(ii) These facts regarding employment of the sons of the petitioner are already mentioned in the petition. The*

---

<sup>13</sup>sic 16.10.1981



*petitioner is not hiding these facts. Further, the need of any person to quit a private job and join his family business is a bonafide need. A person living abroad may also intend to return to Indian and join his family business. There is no reason to hold that this need is not bonafide.....”*

12. The same also thus need not be adverted to by this Court.

13. In fact, in view of the aforesaid findings, *qua* the two sons of the landlord who were willing to join the family business, by the learned ARC, it is apparent that there was a space crunch with the landlord. There is no challenge thereto by the tenant, the same also need not be traversed into as well.

14. Before this Court, it is the limited case of Ms. Gunjan Sinha Jain, learned counsel for the landlord that the learned ARC, while rejecting the landlord's eviction petition on the sole ground of disbelieving the aspect of '*temperamental differences*' between the landlord and his brother, and consequently deciding the issue *qua alternative accommodation* against the landlord based on the Industrial Plot and the Office. Ms. Gunjan Sinha Jain submitted that the learned ARC has exceeded jurisdiction as it was not open for him to advert to the said '*temperamental differences*' *inter se* brothers.

15. This Court is in consonance with the aforesaid submissions made by Ms. Gunjan Sinha Jain, particularly, since the learned ARC could not have ventured into something which was beyond the purview of an eviction proceeding under *Section 14(1)(e)* of the DRC Act. The learned ARC was precluded to do so. As such, under the factual matrix involved, issues concerning family relations, family disputes, family litigations or any other



kind of family matters need not to have been gone into by the learned ARC. In fact, the learned ARC could not have assumed jurisdiction to adjudicate thereupon. Similarly, once having held that the landlord was able to establish a *bona fide requirement* of the subject premises, the learned ARC erred in going into the type of use thereof. More so, since it is trite that the landlord is the best judge of his needs.

16. Therefore, this Court is satisfied that the findings *qua* ‘*temperamental differences*’ between the landlord and his brother rendered by the learned ARC, being in excess of the jurisdiction vested in the learned ARC, are illegal and improper in law, and are thus liable to be set aside. Moreover, if allowed to stand, the same would result in gross miscarriage of justice. The same clearly shocks the conscience of this Court, and the landlord has been able to make out a fit case for interference by this Court under the provisions of *Section 25B(8)* of the DRC Act. Consequently, the said findings *qua* ‘*temperamental differences*’ between the landlord and his brother rendered by the learned ARC are set aside. This Court finds able support in *Abid-Ul-Islam v. Inder Sain Dua*<sup>14</sup>, wherein the Hon’ble Supreme Court has held as under:-

“23. The proviso to Section 25-B(8) gives the High Court exclusive power of revision against an order of the learned Rent Controller, being in the nature of superintendence over an inferior court on the decision-making process, inclusive of procedural compliance. Thus, the High Court is not expected to substitute and supplant its views with that of the trial court by exercising the appellate jurisdiction. Its role is to satisfy

---

<sup>14</sup>(2022) 6 SCC 30



itself on the process adopted. The scope of interference by the High Court is very restrictive and except in cases where there is an error apparent on the face of the record, which would only mean that in the absence of any adjudication per se, the High Court should not venture to disturb such a decision.....”

*[Emphasis supplied]*

17. Further, as per the available records, and especially since the learned ARC has first held that the landlord has admittedly made complete and truthful disclosure about the two accommodations, the Industrial Plot and the Office, and since the tenant has not been able to prove anything contrary to the insufficiency thereof to qualify as *suitable alternative accommodations* available with the landlord before the learned ARC, the issue *qua* the same, being admitted, stood proved by the landlord.

18. However, the learned ARC has also erred in ignoring the well settled principle of law that merely because the landlord is having some accommodation other than the subject premises, more so, since as held in *Nirmala Kumari & Ors. v. Girish Kakkar & Anr.*<sup>15</sup> and *Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta*<sup>16</sup>, it is not the sole criteria for rejecting the case of the landlord. It is relevant to bear in mind that diverse surrounding factors like dimensions, location, purpose, practicality, reasonability, feasibility, potentiality or like, which though being available before the learned ARC, and were relevant factors for consideration in an eviction proceeding under *Section 14(1)(e)* of the DRC Act, have been overlooked and ignored by the learned ARC. Thus, the findings of the learned ARC on the aspect of

---

<sup>15</sup>155 (2008) DLT 383

<sup>16</sup>157 (2009) DLT 450





*alternative accommodation*, not being in accordance with law and suffering from impropriety, arbitrariness and perversity, are also liable to be set aside by this Court in exercise of powers under *Section 25B(8)* of the DRC Act.

19. In view of the above, the present revision petition of the landlord is allowed and the impugned judgment dated 11.09.2019 passed by the learned ARC whereby the eviction petition of the landlord under *Section 14(1)(e)* of the DRC Act is dismissed, is set aside.

20. Accordingly, the present revision petition is allowed, and the impugned order dated 11.09.2019 is set aside. As such, the Eviction Petition being RC/ARC No.27/2017 filed by the landlord before the learned ARC against the tenant stands allowed. However, the landlord would not be entitled to initiate execution proceedings for recovery of the possession of the subject premises being Ground Floor, of Property Bearing No. J2/18, BK Dutt Market, Rajouri Garden, New Delhi, before expiration of six months from today in view of provisions given in *Section 14(7)* of the DRC Act.

21. No order as to costs.

**SAURABH BANERJEE, J**

**SEPTEMBER 26, 2025/Ab**