



2025:DHC:10515



\* IN THE HIGH COURT OF DELHI AT NEW DELHI

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*Reserved on: November 10, 2025*

*Pronounced on: November 27, 2025*

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**RC.REV. 219/2018**

**SHASHI OBEROI**

**.....Petitioner**

Through: Mr. Ikrant Sharma, Ms. Shweta Sharma, Ms. Sonali Sharma, Mr. Saksham Mittal and Ms. Kritika Kharab, Advocates.

Versus

**YASHPAL CHAWLA**

**.....Respondent**

Through: Mr. Rakesh Makhija, Advocate.

**CORAM:**

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

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

1. The petitioner/ landlady<sup>1</sup> filed an eviction petition being New RC No.257/2016 entitled '*Shashi Oberoi vs Yaspal Chawla*' under Section 14(1)(e) of the Delhi Rent Control Act, 1958<sup>2</sup> against the respondent/ tenant<sup>3</sup> seeking eviction of one shop forming part of the property bearing no.B-274, situated at Indira Nagar, New Subzi Mandi, Azadpur, Delhi-110 033, admeasuring 15x18 feet, before the SCJ-cum-RC (North), Rohini District Courts, Delhi<sup>4</sup>, on the ground of her *bona fide requirement* for her husband starting a business as there was no other suitable *alternative*

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<sup>1</sup> hereinafter '*landlady*'

<sup>2</sup> hereinafter '*the Act*'

<sup>3</sup> hereinafter '*tenant*'

<sup>4</sup> hereinafter '*learned RC*'



*accommodation* available with her for the said purpose.

2. *Briefly put*, as per the landlady in the Eviction Petition she became the owner of the subject premises pursuant to a Gift Deed dated 22.02.2010 executed by her husband namely Sh. Vijay Kumar Oberoi, on whom the same had devolved *vide* a registered Will dated 18.03.1992 executed by her father-in-law. The subject premises was initially let out by her father-in-law to the tenant's father namely Sh. Kishan Lal Chawla in the year 1965 and after his demise, the tenancy of the subject premises devolved upon the tenant herein. It was her contention that the subject premises was required by her for the *bona fide requirement* of her husband, who, after suffering losses in fruit business had to close it down, and was thus rendered jobless, and that the same was more suitable for commercial space, convenient and business oriented being situated at the heart of the market, at corner of the street having three sides open. Lastly, she had no other *alternative accommodation* available apart from the subject premises.

3. Upon being served, the tenant filed an application under *Section 25B(4)* of the Act seeking leave to defend wherein, primarily, it was his case that she was not the landlord as he was lately depositing rent with the Rent Controller under *Section 27* of the Act earlier in the name of her husband Sh. Vijay Kumar Oberoi; and also that though the landlady claimed ownership on the basis of the Gift Deed executed by her husband, who himself had never raised such a plea ever before the Rent Controller. As per the tenant, the landlady and her husband were having sufficient *alternative accommodations* in the form of Shop nos. B-719, B-720 and B-725 New Subji Mandi, Azadpur, Delhi; House No.A-7 and A-8, Indra Nagar, near Azadpur, Delhi and portion 'A' and 'B' of the shop No. B-274,



situated at Indira Nagar, New Subzi Mandi, Azadpur, Delhi. As such, according to the tenant, the Eviction Petition was filed only to harass the tenant and there is no *bona fide* need of the landlady as alleged therein.

4. The learned RC, *vide* order dated 23.03.2016 granted leave to defend to the tenant.

5. Pursuant thereto, in addition to the case already set up by the tenant, in his written statement, the tenant also contended that the landlady had concealed about another shop being Shop no. B-274 Indira Nagar, Gurudwara Road, Adarsh Nagar, Delhi-110 033<sup>5</sup> which was situated in the same property and also lying vacant, which fact has been concealed by the landlady by fabricating a story that the same was being used by one Dr. Avinash Juneja for running a Dental Clinic.

6. In replication to the written statement of the tenant, the landlady, as expected, has denied the averments made by the tenant.

7. After concluding a full-fledged trial, the learned RC dismissed the eviction petition filed under *Section 14(1)(e)* of the Act of the landlady *vide* judgment dated 07.03.2018<sup>6</sup> thereby holding that the landlady failed to prove the *bona fide* requirement alleged by her.

8. Hence, the present revision petition by the landlady seeking setting aside of the impugned judgment dated 07.03.2018 passed by the learned RC.

9. Before this Court, Mr. Ikrant Sharma, learned counsel for the landlady primarily submitted that the learned RC failed to appreciate that the *bona fide requirement* for the subject premises arose at the instance of

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<sup>5</sup> Hereinafter referred to as “*alternative premises*”

<sup>6</sup> Hereinafter referred to as “*impugned judgment*”



the landlady's husband, who, after suffering heavy losses in his previous business, became unemployed and intended to commence a new business from the subject premises. Thus, the need of the landlady was genuine, actual and reasonable.

10. Further, relying upon the evidence of Dr. Avinash Juneja (**PW1**), the learned counsel submitted that since it was proved that Dr. Avinash Juneja was indeed running his Dental Clinic from the alternative premises, the same was occupied and there were no other suitable *alternative accommodation* with the landlady. The learned counsel submitted that merely because there were certain contradictions regarding the period as to when the said alternative premises was rented out to PW1, the learned RC erred in holding that the landlady has come with unclean hands, more so, whence the said PW1 deposed in his cross examination on 02.08.2017 that he was a tenant in the alternative premises since last *five years*. Based thereon, the learned counsel submitted that the finding by the learned RC *qua* her husband having alternate suitable accommodation available at his disposal is without any basis and against the material available on record.

11. Lastly, placing reliance upon **Anil Bajaj & Anr. v. Vinod Ahuja**<sup>7</sup>, Mr. Ikrant Sharma, learned counsel submitted that it was/ is open for the landlady to choose a more suitable premises for carrying on the business and it is not open for the tenant and/ or the Court to dictate terms thereof. In the end, Mr. Ikrant Sharma, learned counsel sought setting aside of the impugned judgment.

12. *Per contra*, Mr. Rakesh Makhija, learned counsel for the tenant,

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<sup>7</sup> (2014) 15 SCC 610



reiterating the stance taken by the tenant before the learned RC, in support of the impugned judgment, submits that there is no case by the landlady herein calling for setting aside of the impugned judgment, more so, since all the *three* requisite conditions required for adjudication in an eviction petition under *Section 14(1)(e)* of the Act have been duly met therein.

13. Mr. Rakesh Makhija, learned counsel further submits that the requirement of the subject premises as alleged by the landlady for her husband is not *bona fide* and genuine as she has deliberately concealed the availability of sufficient *alternative accommodation* in the form of the alternative premises, which is not only situated in the same locality but is also located right adjacent to the subject premises, and vacant possession whereof is also with the landlady.

14. Mr. Rakesh Makhija, learned counsel *qua* the non-availability of alternative premises and that being under the tenancy of PW1, submitted that the testimony of PW1 is not worthy of credence as he has in his cross-examination deposed that he started his work/ practice at the alternative premises since last *30-35 years*, only to contradict that he was a tenant since last *five years* therein. Moreover, he has falsely deposed at the instance of the landlady that he was a tenant therein. The aforesaid, thus fortifies the contention of the tenant that the need of the landlady is not *bona fide* and she has not come before the Court with clean hands.

15. Lastly, Mr. Rakesh Makhija, learned counsel submitted that as per the settled position of law, the degree of interference by the revisionary Court is to be exercised sparingly and only under exceptional circumstances under *Section 25B* of the Act. Thus, as per the learned counsel, since the landlady has failed to show any illegality or error



apparent on the face of the impugned judgment, rather, has more or less raised the same issues and contentions as before the learned RC, the present petition is liable to be dismissed.

16. This Court has heard Mr. Ikrant Sharma, learned counsel for the landlady, and Mr. Rakesh Makhija, learned counsel for the tenant at considerable length, as also carefully gone through the documents and pleadings on record, including the judgments cited by them at the Bar.

17. Since the landlady is once again seeking to elaborate upon the very same grounds asserted by her in the Eviction Petition, and which have been negated by the learned RC, it is imperative for this Court to see the same through the eyes of a revisionary Court while dealing with the present revision petition under *Section 25B* of the Act.

18. As the existence of *landlord-tenant relationship* between the parties is accepted and no arguments have been canvassed by either of the parties *qua* that, the same is not being dwelled into by this Court.

19. It was always the case of the landlady that there was a *bona fide requirement* of the subject premises for her husband as he intended to start a business therein. Moreover, as it was situated at the heart of the market and was at the corner of the street having three sides open, it was/ is commercially viable and more suited for starting a business.

20. It was also the case of the landlady that there were no other suitable *alternative accommodation* available like the subject premises with her. As per the landlady, the alternative shop situated adjacent to the subject premises referred by the tenant was actually belonging to her husband, which was under the tenancy of PW1 and he has running a Dental Clinic therefrom since past 4-5 years.



21. The learned RC, while dealing with the aforesaid, after duly capturing all the aspects, has returned findings thereupon, as under:-

*“11. It was pleaded by the petitioner that three shops were purchased by her husband in partnership and it was not in his exclusive right / title / possession. It was also submitted that out of said three shops bearing no.B-719, 720 AND 725, New Subji Mandi, Indra Nagar, Delhi 110033, two shops have already been sold out. She also filed a copy of will, sale deed and SPS in this regard. It was also state that other shop bearing no. B-725 New Subji Mandi, Indra Nagar, Delhi 110033 is in symbolic possession of her husband but no work is being carried out there. Though, during cross-examination, she deposed that the shop bearing no. B-725 New Subji Mandi, Indra Nagar, Delhi 110033 is still owned and possessed by them.*

12. The respondent came up with the defence that one more shop is there with the petitioner which is situated adjacent to the locality of the shop in question i.e. B-274, Indira Nagar, Gurudwara road, Tent Market, Adarsh Nagar, Delhi-110 033. Though the petitioner opposed the same, stating that the said shop is in the name of her husband and further it has been rented out to Dr. Avinash Juneja.

13. The first objection raised by the petitioner is that the shop bearing no. B-274, Indira Nagar, Gurudwara road Tent Market, Adarsh Nagar, Delhi-110033 does not belongs to her rather it belongs to her husband but the strange fact here is that the petitioner has sought the relief of eviction order not for her but for the bonafide requirement of her husband submitting that he depends upon her. Hence, the above said objection is not a reasonable and sound one rather goes against to the submissions of the petitioner. It is pertinent to mention here that the petitioner has deliberately concealed the above said fact regarding the shop no. B-274, Indira Nagar, Gurudwara road. Tent Market, Adarsh



Nagar, Delhi-110033, in her petition which shows her malafide intention.

14. The second point raised by the petitioner is that the said shop no. B-274, Indira Nagar, Gurudwara road. Tent Market, Adarsh Nagar, Delhi-110033 which belongs to her husband has been rented out to Dr. Avinash Juneja. The petitioner got examined said Dr. Avinash Juneja as PW-1. She also deposed that the said shop was leased out to Dr. Avinash Juneja / PW-1 around 4-5 years back, however in contradiction PW-1 / Dr. Avinash Juneja deposed that he started his practice at the shop bearing no. B-274, Indra Nagar, Gurudwara Road, Adarsh Nagar, Delhi-110033 since last 30-35 years. From this, it is evident that petitioner has not approached the court with clean hands. The effort has been made by the petitioner to show that the said shop bearing no. B-274 Indra Nagar, Gurudwara Road, Adarsh Nagar, Delhi-110033 has been rented out to Dr. Avinash Juneja and therefore no alternative accommodation is available to the petitioner. However, the petitioner has remained miserably fail to prove the said plea as first of all, there is crystal clear contradiction regarding the period when the said shop was rented out to Dr. Avinash Juneja / PW-1 as he has deposed that he is there in the shop bearing no. B-274, Indira Nagar, Gurudwara road. Tent Market, Adarsh Nagar, Delhi-110033 since last 30-35 years though the petitioner / PW-2 has deposed that the said shop was leased out to Dr. Avinash Juneja / PW-1 around 4-5 years back.

X

X

X

16. Further, photographs on which the petitioner has relied upon showing that Dr. Avinash Juneja is running clinic over there i.e. shop no. B-274 Indira Nagar does not support the case of the petitioner. The walls of the said shop as shown in photographs, are blank and there seems to be no machines/ apparatus which ought to have been there in a





dental clinic. More particularly in comparison to his other clinic at shop no. 3, Indra Nagar, photographs of which clearly reflects as to how the dental clinic should appear to be, even from outside what to talk of inside infrastructure, the plea of the petitioner falls flat.

17. Therefore, it is clear that the husband of the petitioner is having suitable alternate accommodation available with him which was not even disclosed by the petitioner in her petition.

X X X

19. The petitioner has alleged that there is no suitable alternate accommodation, however, from the above discussion, it is clear that husband of the petitioner is having his own shop bearing no. B-274, Indra Nagar, Gurudwara Road, Adarsh Nagar, Delhi-110033 which is lying vacant (alleged to be on rent which could not be proved) in the same locality/ area.

20. Therefore, the concealment of other shop no. B-274, Indira Nagar, Gurudwara road, Tent Market, Adarsh Nagar, Delhi-110033 in the name of husband of the petitioner has demolished the bona fide need of the petitioner and the need cannot be said to be sincere and honest desire. ... ..

X X X

23. The petitioner did not even disclose the factum of the shop no. B-274, Indra Nagar which exists in the name of the husband of the petitioner is in the adjacent locality / area of the tenanted shop in question. The availability of another accommodation suitable and convenient stands satisfied since petitioner has nowhere taken the stand that the said available accommodation is of no consequence as same is not reasonably suitable to satisfy the need of her husband.



*Hence, the need of the petitioner could not be said to be honest, sincere and natural. ... ..”*

*[Emphasis supplied]*

22. The above clearly shows that the said PW1 was sifting stands by giving different versions.

23. Further, even though the landlady was not bound to disclose the *alternative accommodation* with her (husband), however, under the facts and circumstances involved, it was imperative for her to disclose about the same, *firstly*, considering her need for the subject premises which was based on the requirement of her husband; *secondly*, since it was an adjacent/ alternate shop with the subject premises; *thirdly*, since it was, as per the landlady, already on rent, her husband was deriving rent therefrom; and *fourthly*, admittedly her husband despite the propounded need professed by the landlady never initiated any (eviction) proceedings for vacation of his self-owned adjacent/ alternate shop.

24. In any event, it was never the case of the landlady before the learned RC that the said existing alternative shop was/ could not be an alternative to the subject premises, or that it was not suitable, reasonable, convenient and/ or comparable with the subject premises. Though for taking benefit of *Section 14(1)(e)* of the Act the landlady had to show her having a real, genuine, honest and sincere requirement devoid of deceit and falsehood, and which was not her mere wish and/ or a fanciful desire. As held in ***Sarvate T. B. v. Nemichand***<sup>8</sup>, ***Mattulal v. Radhe Lal***<sup>9</sup>, ***Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta***<sup>10</sup> and ***Dattatraya Laxman Kamble vs. Abdul***

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<sup>8</sup> 1966 MP LJ 26 (S.C.)

<sup>9</sup> (1974) 2 SCC 365

<sup>10</sup> (1999) 6 SCC 222



**Rasul Moulali Kotkunde**<sup>11</sup>, the landlady had to show something more of substance/ conclusive to profess her case as being covered under *Section 14(1)(e)* of the DRC Act.

25. Alas! the landlady failed on all accounts before the learned RC, which led to passing of the impugned judgment. This Court is in complete agreement with all the findings rendered by the learned RC.

26. In view of the foregoing analysis and reasonings and as held in **Sarla Ahuja vs. Union India Insurance Company Ltd.**<sup>12</sup>; **Abid-Ul-Islam vs. Inder Sain Dua**<sup>13</sup> and **Kuldeep Singh vs. Sanjay Aggarwal**<sup>14</sup>, it is no more *res-integra* that in a revision petition under *Section 25B(8)* of the DRC Act wherein the challenge by a party for setting aside the impugned order/ judgment is only possible under exceptional circumstances like there exists an error apparent on the face of the record, or there is something glaringly amiss, or there is anything contrary to the settled position of law.

27. Accordingly, the present revision petition is dismissed and the impugned judgment dated 07.03.2018 passed by the learned RC is upheld.

No order as to costs.

**SAURABH BANERJEE, J.**

**NOVEMBER 27, 2025/NA/DA**

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<sup>11</sup> (1999) 4 SCC 1

<sup>12</sup> (1998) 8 SCC 119

<sup>13</sup> (2022) 6 SCC 30

<sup>14</sup> MANU/DE/1513/2018