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

***Judgment reserved on: 24.09.2026***
***Judgment pronounced on: 18.11.2026***

\# **CNR No. DLHC010454052026**

\+ RC.REV. 361/2026, CM APPL. 65415/2026 (Stay), CM APPL. 65416/2026 (Ex. From filing certified copy of annexures) & CM APPL. 65417/2026 (For calling of the Trial court record)

ASHOK GOYAL .....Petitioner
Through: Mr. Gaurav Barathi, Mr. Vishal Thakur and Mr. Devender Kr. Gupta, Advs.

versus

AJAY GUPTA & ORS. .....Respondents
Through: Ms. Sonali Chopra and Ms. Vani Bhardwaj, Advs.

\# **CNR No. DLHC010449422026**

RC.REV. 357/2026, CAV 458/2026, CM APPL. 64611/2026 (Stay) & CM APPL. 64612/2026 (Ex. From filing certified copies of the annexures)

RAHUL GOYAL & ANR. .....Petitioners
Through: Mr. Abhimanyu Mahajan, Senior Advocate with Mr. Kabeer Shrivastava, Advocate

versus

AJAY GUPTA & ORS. .....Respondents
Through: Ms. Sonali Chopra and Ms. Vani Bhardwaj, Advs.

**CORAM:**
**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR**

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

**HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Revision Petitions, filed under Section 25-B(8) of

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the **Delhi Rent Control Act, 1958**[1], seek to assail the Order dated 24.03.2026, passed by the learned **Additional Rent Controller, New Delhi District, Patiala House Courts, New Delhi**[2] in the Eviction Petition, being **RC ARC 25/2021**[3], titled *"Ajay Gupta & Anr. v. M/s Om Prakash Surendra Kumar"*.

2. Additionally, the Revision Petition bearing No. RC.REV. 361/2026, filed on behalf of Ashok Goyal, further assails the **Order dated 11.07.2026**[4], passed by the learned ARC in the Review Petition, being **Misc. SCJ 78/2026**[5], filed by Rahul Goyal and Gaurav Goyal against the Impugned Order.

3. By way of the Impugned Order, two distinct Applications seeking Leave to Defend, one filed on behalf of Rahul Goyal and Gaurav Goyal, and another filed on behalf of Ashok Goyal, were dismissed and, consequently, an Eviction Order came to be passed under Section 14(1)(e) read with Section 25-B of the DRC Act in respect of tenanted premises, being **No. E-18 (Old Municipal No. 5493), Ground and Mezzanine floors, Connaught Place, New Delhi**[6].

4. For the sake of clarity and convenience, Rahul Goyal and Gaurav Goyal, the Petitioners in RC.REV. 357/2026, are hereinafter referred to as ***"Petitioners-Rahul Goyal and Gaurav Goyal"***, and Ashok Goyal, the Petitioner in RC.REV. 361/2026, as ***"Petitioner-Ashok Goyal"***. Where reference is made to all of them together, they are referred to as ***"the Tenants"***. Ajay Gupta and Sanjay Gupta, who

[1] DRC Act
[2] ARC
[3] Eviction Petition
[4] Review Order
[5] Review Application
[6] Tenanted Premises

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are Respondent Nos. 1 and 2 in both the Petitions and were the petitioners in the Eviction Petition, are referred to as ***"the Landlords"***, and individually as ***"Respondent No. 1"*** and ***"Respondent No. 2"***, respectively.

5. The present Petitions, arise out of the same Eviction Petition, in respect of same Tenanted Premises and assail the same Order. They have, with the consent of the parties, been heard together and are being, therefore, disposed of by way of this common Judgment.

## ***BRIEF FACTS:***

### *Tenants*

6. A single tenancy, several decades ago, in respect of the Tenanted Premises was created in favour of a partnership firm, *namely*, M/s Om Prakash Surendra Kumar. The partners of the said firm were Om Prakash Goyal, Surendra Kumar Goyal and Vinod Kumar Goyal.

7. Upon the demise of the original partners, the Tenanted Premises came to be occupied by Petitioner-Ashok Goyal, son of late Surendra Kumar Goyal, and Petitioners-Rahul Goyal and Gaurav Goyal, sons of late Sh. Vinod Kumar Goyal. Petitioner-Ashok Goyal carries on business from one portion of the Tenanted Premises under the name *"Ashoks"*, and Petitioners-Rahul Goyal and Gaurav Goyal from the other portion under the name *"Vintage"*.

### *Landlords*

8. The Landlords claim to be the owners of the Tenanted Premises. By a perpetual lease dated 04.01.1926, the property was demised to M/s L. Gopinath. Under a partition decree dated 02.11.1964 passed in Suit No. 652/1964, the Tenanted Premises fell to

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the share of the Landlords' father, late Y.N. Gupta. Upon his demise on 12.01.2019, the Landlords became co-owners of the Tenanted Premises by virtue of his **Will dated 28.01.2016**[7].

9. A sister of the Landlords, Anjali Vaid, has instituted a Partition Suit, being **CS(OS) 231/2019**[8], for partition of the estate of late Y.N. Gupta, which is pending before this Court and in which the validity of Y.N. Gupta's Will is in issue. Anjali Vaid, *vide* a **letter dated 05.04.2019**[9], had also addressed the Tenants, claiming a one-fifth share in the Tenanted Premises.

***Institution of Eviction Petition***

10. In September 2021, the Landlords instituted the Eviction Petition under Section 14(1)(e) of the DRC Act, seeking eviction of the Tenants from the Tenanted Premises for the *bona fide* requirement of Respondent No. 1.

***Bona fide requirement***

11. It was pleaded that Respondent No. 1, a professional golfer and golf coach, suffering from early-stage arthritis, would be unable to continue his coaching career for long, and therefore required the Tenanted Premises for setting up, operating and managing a retail superstore dealing in golfing equipment and accessories, pursuant to an offer received by him which was to be formalised on or before 30.09.2021.

***Alternative Accommodation***

12. In the said Eviction Petition, the Landlords also disclosed the other properties owned by them in Connaught Place, Delhi and stated

[7] Y.N. Gupta's Will
[8] Partition Suit
[9] Letter of Attornment

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why none of them was available or suitable for the requirement pleaded.

13. Properties bearing Nos. **E-15, Connaught Place, New Delhi**[10], **E-19, Connaught Place, New Delhi**[11] and **E-21, Connaught Place, New Delhi**[12] were stated to be in the occupation of tenants protected under the DRC Act. Property bearing No. **E-16, Connaught Place, New Delhi**[13] was stated to be leased to M/s Westwind Retails Pvt. Ltd. since November 2020, while property bearing No. **E-17, Connaught Place, New Delhi**[14] to M/s Aditya Birla Fashion & Retail Ltd. since March 2014.

14. Further, it was stated that property bearing No. **E-20, Connaught Place, New Delhi**[15] was in the occupation of M/s Greenways and was stated to be the subject matter of a litigation. Properties bearing Nos. **E-40, Connaught Place, New Delhi**[16] and **E-41, Connaught Place, New Delhi**[17], though lying vacant since 2013 and 2016 respectively, were stated to be accessible only through a narrow lane at the rear of the building and after climbing two flights of stairs, and are thus unsuitable for a retail showroom.

15. Furthermore, the properties bearing Nos. **E-22, Connaught Place, New Delhi**[18] to **E-27, Connaught Place, New Delhi**[19] and **E-44, Connaught Place, New Delhi**[20] to **E-48, Connaught Place, New**

[10] E-15
[11] E-19
[12] E-21
[13] E-16
[14] E-17
[15] E-20
[16] E-40
[17] E-41
[18] E-22
[19] E-27
[20] E-44

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**Delhi**[21], were stated to be exclusive properties of Respondent No. 2 and were stated to be either tenanted or unsuitable.

***Applications seeking Leave to Defend***

16. Upon service of summons, the Tenants filed their respective Applications seeking Leave to Defend on 04.10.2021, wherein they disputed, *inter alia*, the Landlords' title and the relationship of landlord and tenant, by relying upon the Letter of Attornment of Anjali Vaid and the pendency of the Partition Suit.

17. The Tenants also contended that the requirement pleaded was not *bona fide* and had lapsed with the expiry of the offer, and that suitable alternative accommodation, particularly property bearing No. E-16, was available to the Landlords.

18. By Order dated 12.02.2025, the learned ARC dismissed both the Applications seeking Leave to Defend as having been filed beyond the prescribed period, and passed an Eviction Order.

19. However, *vide* an Order dated 28.03.2025, passed by this Court in the Revision Petition, being RC.REV. 105/2025, filed by Petitioners-Rahul Goyal and Gaurav Goyal, the said Order, dismissing the Applications seeking Leave to Defend, was set aside with the consent of the Landlords and the matter was remanded back to the learned ARC for fresh consideration.

20. In pursuance thereof, arguments on the merits of the Applications seeking Leave to Defend were heard, which concluded on 19.01.2026, and the parties were granted liberty to file their respective Written Submissions.

[21] E-48

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***Impugned Order***

21. On 24.03.2026, by way of the Impugned Order, the learned ARC dismissed both the Applications seeking Leave to Defend. It held, *firstly*, that the Tenants had raised no triable issue as to the relationship of landlord and tenant, since the Landlords had shown a title better than that of the Tenants and, being co-owners, were competent to maintain the Eviction Petition. *Secondly*, it held that the requirement pleaded was *bona fide. Thirdly*, it held that none of the properties relied upon by the Tenants was shown to be vacant and reasonably suitable. Accordingly, an Eviction Order was passed in respect of the Tenanted Premises.

***Review Application***

22. Petitioners-Rahul Goyal and Gaurav Goyal thereafter filed an Application seeking Review of the Impugned Order under Section 25-B(9) of the DRC Act, in which Petitioner-Ashok Goyal was also arrayed as a Non-Applicant.

23. By the Review Order, the learned ARC dismissed the said Review Application, on the grounds that the contentions urged had already been considered in the Impugned Order and that, in substance, Petitioners-Rahul Goyal and Gaurav Goyal sought a re-appreciation of the same, which is impermissible in Review.

***Present Petition***

24. Aggrieved thereby, Petitioners-Rahul Goyal and Gaurav Goyal have preferred RC.REV. 357/2026 against the Impugned Order, and Petitioner-Ashok Goyal has preferred RC.REV. 361/2026 against both the Impugned Order and the Review Order.

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***SUBMISSIONS ON BEHALF OF PETITIONERS-RAHUL GOYAL AND GAURAV GOYAL:***

25. Learned Senior Counsel appearing on behalf of Petitioners-Rahul Goyal and Gaurav Goyal would contend that the learned ARC erred in adjudicating the Eviction Petition on merits, despite material indicating that one of the co-owners of the Tenanted Premises was opposed to the eviction of the Tenants. It would, therefore, be submitted that the Landlords could not have maintained the Eviction Petition.

26. In this regard, reliance would be placed upon the Letter of Attornment, whereby Anjali Vaid asserted a one-fifth share in the Tenanted Premises, sought payment of rent and called upon the Tenants not to alter its nature, possession or title without her written consent. It would be submitted that the said Letter evinces her opposition to any change in the existing arrangement and, consequently, to the eviction of the Tenants.

27. Learned Senior Counsel would place reliance upon the Judgement of the Hon'ble Supreme Court in ***India Umbrella Manufacturing Co. v. Bhagabandei Agarwalla***[22], particularly Paragraph No. 6 thereof, to submit that although a co-owner may institute eviction proceedings on behalf of the other co-owners, their consent is presumed only in the absence of material indicating disagreement. It would be contended that the Letter of Attornment constitutes such material and displaces the presumption of consent. The learned ARC, according to learned Senior Counsel, failed to examine the effect of the said communication upon the Landlords'

[22] (2004) 3 SCC 178

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Signing Date:19.11.2026 15:46:04

entitlement to maintain the Eviction Petition.

28. It would next be contended that the Landlords failed to disclose material proceedings concerning the Tenanted Premises, particularly the Partition Suit, instituted by Anjali Vaid, in which the genuineness of Y.N. Gupta's Will, forming the basis of the Landlords' claim, is under challenge. Learned Senior Counsel would submit that the non-disclosure assumes significance in view of the uncertainty surrounding the devolution of the estate of late Sh. Y.N. Gupta and the possibility that the Tenanted Premises may ultimately not fall to the share of the Landlords. Learned Senior Counsel would submit that the learned ARC erred in concluding, in Paragraph No. 42 of the Impugned Order, that the alleged non-disclosure did not give rise to any triable issue.

29. On the aspect of *bona fide* requirement, learned Senior Counsel would submit that the need projected for Respondent No. 1 was founded upon an unnamed and undated offer allegedly received from an undisclosed retailer, which, as stated in the Eviction Petition itself, was to be formalised on or before 30.09.2021. It would be contended that the said offer had expired even before the period for filing the Applications seeking Leave to Defend had elapsed, and the requirement founded thereon could not be said to have subsisted when the Eviction Petition was adjudicated.

30. Learned Senior Counsel would further submit that the medical record relied upon by Respondent No. 1 in support of his alleged condition of arthritis was dated March 2022 and was placed on record only along with the Reply to the Applications seeking Leave to Defend. According to learned Senior Counsel, material which came

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Signing Date:19.11.2026 15:46:04

into existence subsequent to the institution of the Eviction Petition could not substantiate the factual foundation of the requirement as originally pleaded.

31. Learned Senior Counsel would also rely upon the Judgement of this Court in ***Ved Prakash v. Gay Dry Cleaners***[23], particularly Paragraph Nos. 37 and 38, to contend that the Landlords' conduct in dealing with their other commercial properties was a relevant consideration in examining the *bona fides* of the pleaded requirement. It would be submitted that where other premises have been let out or otherwise dealt with shortly before the institution of eviction proceedings, the failure to furnish a satisfactory explanation may cast doubt upon the genuineness of the requirement. The learned ARC, therefore, ought to have examined the circumstances surrounding the availability and utilisation of the other properties. The said Paragraphs of ***Ved Prakash*** *(supra)* read as under:

> "**37.** Thus, it is a matter of record that the sole ground for filing the eviction petition with regard to the tenanted premises was that the same was required for the office of the son of Petitioner, Mr Jatinder Atri, who was working on the first floor of Property No. 439, admeasuring approximately 22 m, and since the same was situated on the first floor, he was not able to generate good income. The learned counsel for the Petitioner had argued that the learned ARC erred in observing that the said requirement was not bona fide, as the Petitioner in his cross-examination or otherwise was not able to demonstrate as to when the need for the Petitioner's son had arisen prior to filing of the petition. It was contended that the eviction petition is always filed in praesenti, and therefore there was no requirement for the Petitioner to demonstrate as to when the need for his son's office to be on the ground floor had arisen.
>
> **38.** There is no doubt that the eviction petition is filed in praesenti and the need for bona fide requirement can arise at any stage before filing of the eviction petition, however, once a specific stand has been taken by the Petitioner for the purposes of filing of the eviction petition under Section 14(1) (e) of the DRC Act, then the burden to prove the same would fall upon the Petitioner. It had

[23] 2026 SCC OnLine Del 1528

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Signing Date:19.11.2026 15:46:04

> come on record that the Petitioner's son, Mr Jatinder Atri, for whose benefit the tenanted premises was sought, had been engaged in the profession of property dealing since the year 2011-2012. It is also matter of record that he has been running his office from Property No. 439, First Floor, Masjid Moth, New Delhi, since the very inception of his business, till the filing of the present petition. In these circumstances, it was incumbent upon the Petitioner to show that the ground for which eviction was sought was a genuine one."

32. In this context, learned Senior Counsel would contend that the Landlords had several reasonably suitable alternative accommodations available to them, including properties bearing Nos. E-15, E-16, E-17, E-19, E-21, E-22 to E-27, E-40, E-41 and E-44 to E-48. It would be submitted that the learned ARC failed to adequately examine the availability and suitability of these properties and accepted the explanations furnished by the Landlords without proper scrutiny. Reliance would also be placed upon the Judgement of this Court in ***Smt. Renu Mehta v. Sh. Pritam Singh through LRs***[24], particularly Paragraph Nos. 25 to 28, to submit that the existence of other premises, the circumstances surrounding their non-disclosure and their suitability for the requirement pleaded are relevant considerations at the stage of determining whether a triable issue arises. The said paragraphs of ***Renu Mehta*** *(supra)* read as under:

> "**25.** It is also material that the learned ARC has not returned any final finding that the Petitioners do in fact have reasonably suitable alternate accommodation or that their requirement is not *bona fide*; it is only held that these questions require examination on the basis of evidence and, consequently, that the Respondent ought to be afforded an opportunity to establish the defence raised by him.
> **26.** Therefore, at the stage of considering an application seeking leave to defend under Section 25-B of the DRC Act, the learned Rent Controller is not required to finally adjudicate upon the competing claims of the parties. The relevant consideration is whether the facts and material placed by the tenant disclose such a

[24] 2026:DHC:6503

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Signing Date:19.11.2026 15:46:04

defence as would, if established, disentitle the landlord from obtaining an order of eviction.

**27.** In the present case, the Respondent has specifically pointed out the existence of three other shops, which the Petitioners initially denied and subsequently admitted their ownership. The question of the suitability of those premises for the proposed garment showroom remains open. The question as to whether the requirement pleaded is *bona fide* or merely a desire also arises from the circumstances noticed by the learned ARC.

**28.** Consequently, this Court, exercising limited revisional jurisdiction under Section 25-B(8) of the DRC Act, is unable to find any perversity or material irregularity in the approach adopted by the learned ARC in concluding that the aforesaid aspects raise triable issues. Instead, the learned ARC has considered the pleadings, the subsequent admission regarding the other shops and the nature of the requirement pleaded, and has thereafter exercised its discretion to grant leave to defend."

33. Learned Senior Counsel would place particular emphasis upon property bearing No. E-16, Connaught Place, which is situated in close proximity to the Tenanted Premises. It would be submitted that, as recorded in the Order dated 03.08.2018, passed in RC No. 21/2018, the property comprised three portions, one of which was recovered from M/s Rajendra & Co. on the ground of the *bona fide* requirement of late Y.N. Gupta. Possession of the said portion came to the Landlords' family between 2019 and 2020. However, instead of utilising the recovered premises for the purpose for which eviction had been sought, the Landlords allegedly let out E-16 to M/s Westwind Retails Pvt. Ltd. under a Lease Agreement dated 25.11.2020, within the period of three years contemplated under Section 19 of the DRC Act and without obtaining the permission of the Rent Controller.

34. It would further be contended that at least a part of E-16 continued to remain available to the Landlords when the present Eviction Petition was instituted. Relying upon ***Ved Prakash*** *(supra)*, learned Senior Counsel would submit that the Landlords were

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Signing Date:19.11.2026 15:46:04

required to explain the subsequent utilisation of premises recovered on the ground of *bona fide* requirement. The learned ARC, however, failed to examine either the division of E-16 into three portions or the implications of the statutory restriction under Section 19 of the DRC Act.

35. On the aforesaid grounds, learned Senior Counsel would submit that the objections raised by the Petitioners, whether considered individually or cumulatively, disclosed triable issues warranting grant of Leave to Defend. It would be contended that the learned ARC failed to properly appreciate the material bearing upon the genuineness of the pleaded requirement and the availability of reasonably suitable alternative accommodation.

36. No other submissions were advanced on behalf of the learned senior counsel appearing on behalf of the Petitioners-Rahul Goyal and Gaurav Goyal.

***SUBMISSIONS ON BEHALF OF PETITIONER-ASHOK GOYAL:***

37. Learned counsel appearing on behalf of Petitioner-Ashok Goyal would adopt the submissions advanced on behalf of Petitioners-Rahul Goyal and Gaurav Goyal. In addition, the Impugned Order is assailed on three grounds, *viz., first*, non-disclosure of material civil proceedings; *second*, failure to properly examine the availability and subsequent letting of property bearing No. E-16, Connaught Place; and *third*, omission to consider the stand taken by Respondent No. 2 in earlier eviction proceedings concerning the availability of the Tenanted Premises.

38. On the *first* ground, learned counsel would submit that the Landlords failed to disclose the pendency of the Partition Suit, being

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Signing Date:19.11.2026 15:46:04

CS(OS) No. 231/2019, instituted by their sister, Anjali Vaid, seeking partition of the estate of late Y.N. Gupta, including the Tenanted Premises. The validity of the Y.N. Gupta's Will, upon which the Landlords' claim rests, is itself in issue in those proceedings.

39. It would further be submitted that the Landlords also failed to disclose the pendency of the **Suit, being CS No. 124/2015**[25], titled *"Y.N. Gupta v. Meenakshi Gupta"*, concerning the challenge to and modification of the Partition Decree dated 02.11.1964, which forms the basis of their claim to the property.

40. Learned counsel for the Petitioner-Ashok Goyal would submit that both proceedings directly concern the devolution of the Tenanted Premises and the very foundation of the Landlords' asserted title. Their non-disclosure was, therefore, a material omission which ought to have been considered while examining the Landlords' entitlement to maintain the Eviction Petition. It would be contended that the Impugned Order fails to deal with this objection.

41. Adopting the submission advanced by the learned Senior Counsel for the Petitioners-Rahul Goyal and Gaurav Goyal on the aspect of the alternative accommodation of E-16, learned counsel for the Petitioner-Ashok Goyal, elaborating thereon, would submit that a portion of E-16 had been recovered from M/s Rajendra & Co. on the ground of the *bona fide* requirement of late Sh. Y.N. Gupta. Following his demise, possession of the said portion was obtained by his legal heirs by January 2020, well before the institution of the present Eviction Petition. However, the property was subsequently let out to M/s Westwinds Retails Pvt. Ltd. under a Lease Agreement dated

[25] Suit for Modification of the Partition Decree

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Signing Date:19.11.2026 15:46:04

25.11.2020. It would be contended that the Landlords were required to explain the subsequent letting, particularly since no permission under Section 19 of the DRC Act for re-letting the portion recovered from M/s Rajendra & Co. was either sought or disclosed.

42. Learned counsel would therefore submit that the learned ARC considered the issue only from the standpoint of whether E-16 was lying vacant when the Eviction Petition was instituted, without examining its prior availability to the Landlords and the circumstances in which it was subsequently let out. It would be submitted that the subsequent letting did not, by itself, answer the objection; rather, the manner in which the Landlords had dealt with the property, particularly in the absence of any explanation or disclosed permission under Section 19 of the DRC Act, was a material circumstance warranting consideration while deciding the Applications seeking Leave to Defend.

43. The *third* ground concerns the stand taken by Respondent No. 2 in the proceedings arising out of RC/ARC No. 10/2022, titled *"Sanjay Gupta v. M/s Diamond Exports"*. Learned counsel would submit that, in those proceedings, Respondent No. 2 had relied upon the pendency of the Partition Suit and the disputes concerning the jointly owned properties to contend that such properties, including E-18, were not available to him for his *bona fide* requirement. It would be submitted that in Paragraph No. 37 of the Order dated 05.07.2024 passed therein, the learned ARC had considered the properties jointly owned by the Landlords, *namely*, properties bearing Nos. E-15 to E-21 and E-40 and E-41, Connaught Place, and held that they could not be considered as suitable alternative accommodation, having regard to the pending

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Signing Date:19.11.2026 15:46:04

Partition Suit instituted by Anjali Vaid.

44. Learned counsel would contend that the Landlords could not adopt inconsistent positions in respect of the same properties in different proceedings. Having relied upon the pending Partition Suit to contend that the jointly owned properties, including E-18, were not available to Respondent No. 2 in the earlier proceedings, they could not seek eviction from E-18 in the present proceedings on the footing that the Tenanted Premises were immediately required for their *bona fide* use.

45. Learned counsel would further submit that the said Order dated 05.07.2024 was formally taken on record by the learned ARC *vide* Order dated 12.11.2025, upon an Application filed by Petitioner-Ashok Goyal and that the said Order was also specifically relied upon in the Additional Written Submissions dated 11.03.2026. Nevertheless, the Impugned Order does not advert to the said Order or deal with the objection founded upon the stand taken by Respondent No. 2 in those proceedings. It would, therefore, be contended that the learned ARC failed to consider material placed on record and a specific submission advanced on behalf of Petitioner-Ashok Goyal.

46. In view of the aforesaid submissions, learned counsel would pray that the Impugned Order and the Review Order be set aside and that Petitioner-Ashok Goyal be granted Leave to Defend. No other submissions were advanced by the learned counsel appearing on behalf of Petitioner-Ashok Goyal.

***SUBMISSIONS ON BEHALF OF THE LANDLORDS:***

47. Learned counsel appearing on behalf of the Landlords would support the Impugned Order as well as the Review Order, and submit

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Signing Date:19.11.2026 15:46:04

that the objections now sought to be urged by the Tenants had been duly considered by the learned ARC, both while deciding the Applications seeking Leave to Defend and while dealing with the subsequent Review Application. It would be contended that the Tenants are, in substance, seeking a re-appreciation of the very same objections, which does not furnish any ground for interference under the limited scope of revisional jurisdiction exercisable by this Court.

48. With respect to the *bona fide* requirement, learned counsel would submit that, as specifically pleaded in Paragraph 18(a) of the Eviction Petition, Respondent No. 1 requires the Tenanted Premises for setting up, operating and managing a retail store dealing in golfing equipment and accessories. The objection that the offer received by Respondent No. 1 had expired was specifically dealt with in Paragraph 31 of the Impugned Order. It was held that the DRC Act does not require a landlord to disclose the precise nature of the business proposed to be undertaken, nor can a landlord be bound to commence the very business indicated in the Eviction Petition. The choice of business to be undertaken from the premises, it is submitted, remains within the landlord's prerogative. Learned counsel would, therefore, contend that the expiry of the purported offer does not, by itself, render the pleaded requirement *mala fide*.

49. On the objection founded upon the Letter of Attornment issued by Anjali Vaid, learned counsel would submit that the same was duly considered in Paragraph No. 22 of the Impugned Order. It was observed that, even if the Will dated 28.01.2016 were to be disregarded and the claim of Smt. Anjali Vaid to a one-fifth share were accepted, the Landlords, being sons and Class-I legal heirs of

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Signing Date:19.11.2026 15:46:04

late Y.N. Gupta, would nevertheless be co-owners of the Tenanted Premises. It is further submitted that the law does not require all co-owners to join in an Eviction Petition, and that even one co-owner is competent to maintain proceedings under Section 14(1)(e) of the DRC Act.

50. Learned counsel would further draw attention to Paragraph Nos. 15 and 16 of the Review Order, wherein the learned ARC specifically revisited the objections concerning the pending Partition Suit and the letter of Anjali Vaid. It was observed that the Tenants had not disputed their status as tenants, whereas the Landlords had produced material demonstrating a title better than that of the Tenants; they were not required to establish absolute ownership. It was further noticed that Smt. Anjali Vaid had herself never entered appearance or raised any objection to the Eviction Petition before the learned ARC. The Tenants, on the one hand, relied upon her letter to contend that she objected to the eviction, while, on the other, disputed the very landlord-tenant relationship which the said letter acknowledged. The learned ARC, therefore, rejected the contention as an inconsistent stand, observing that any inter se dispute between the co-owners was a matter for them to resolve and did not concern the Tenants. Learned counsel would submit that these findings adequately answer the objection regarding the alleged absence of consent of one of the co-owners.

51. As regards the allegation of concealment of material proceedings, learned counsel would submit that the objection was considered in Paragraph No. 42 of the Impugned Order and was again examined in Paragraph Nos. 17 and 18 of the Review Order. The

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learned ARC had noted that the Landlords had disclosed the properties owned by them and that no available alternative accommodation had been concealed. It was further observed that the Tenants had not demonstrated any specific prejudice occasioned by the alleged non-disclosure. The learned ARC, therefore, concluded that the objection, in the absence of any concealed suitable alternative accommodation or demonstrated prejudice, did not give rise to a triable issue. Learned counsel would submit that the mere pendency of proceedings concerning the estate of late Y.N. Gupta, without anything further to demonstrate how the same disentitled the Landlords from maintaining the Eviction Petition, could not warrant grant of Leave to Defend.

52. With respect to the objection concerning property bearing No. E-16, learned counsel would submit that the issue of its availability had been considered in Paragraph Nos. 33 and 34 of the Impugned Order and was also specifically revisited in Paragraph Nos. 13 and 14 of the Review Order. It was observed that, although the Tenants had referred to the division of E-16 into three portions and its subsequent letting to M/s Westwind Retails Pvt. Ltd., they had not placed any material with their Applications seeking Leave to Defend to show that any of the said portions was lying vacant and available for the Landlords' use. The burden, it is submitted, was upon the Tenants to establish not merely the existence of the property, but also its availability and suitability for the requirement pleaded. Learned counsel would, therefore, contend that the allegation regarding the subsequent letting of E-16, without material demonstrating that any portion thereof was available for the Landlords' use, did not disclose a

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Signing Date:19.11.2026 15:46:04

triable issue.

53. Lastly, dealing with the reliance placed upon the Order dated 05.07.2024 passed in RC ARC 10/2022, learned counsel would submit that the said objection was specifically considered in Paragraph No. 19 of the Review Order. It was observed that property bearing No. E-18, being in the occupation of the present Tenants, could not have been regarded as vacant and available to Respondent No. 2 for his *bona fide* requirement in the earlier eviction proceedings. The circumstance that Respondent No. 2 had relied upon the pendency of the Partition Suit in those proceedings, therefore, did not amount to taking an inconsistent position in the present case, where eviction was sought from the very premises occupied by the Tenants. Learned counsel would submit that the doctrine of approbation and reprobation had no application in the facts of the case.

54. Learned counsel would accordingly submit that the Impugned Order reflects due consideration of the objections raised by the Tenants, and that the Review Order further demonstrates that none of the grounds urged disclosed an error warranting review. It is, therefore, prayed that both Revision Petitions be dismissed.

55. No other submissions were advanced by the learned counsel appearing on behalf of the Landlords.

***ANALYSIS:***

56. This Court has heard the learned counsel appearing on behalf of the parties, and with their able assistance, perused the material available on record.

57. For the sake of clarity and convenience, the ensuing discussion is arranged under separate headings corresponding to the principal

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Signing Date:19.11.2026 15:46:04

discussion thereunder. The said headings are merely intended to facilitate the orderly appreciation of the reasoning and are not to be construed as creating isolated compartments between the issues. The Judgment is to be read as a whole, and the findings recorded under each heading shall be understood in the context of, and in conjunction with, the findings and reasoning contained in the other parts of the Judgment.

***Limited Scope of Revisional Jurisdiction***

58. Before proceeding to examine the grounds of challenge urged on behalf of the Tenants, it would be apposite to advert to the scope and ambit of the revisional jurisdiction vested in this Court under the *proviso* to Section 25-B(8) of the DRC Act.

59. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in ***Sarla Ahuja v. United India Insurance Co. Ltd.***[26], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[27], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[28], has consistently held that the jurisdiction exercised by the High Court under the *proviso* to Section 25B(8) of the DRC Act is supervisory and revisional in character and cannot be equated with the exercise of appellate jurisdiction.

60. The aforesaid principles have also been reiterated and relied upon by Coordinate Benches of this Court, *inter alia*, in ***Pankaj Pahwa v. Prem Wati & Ors.***[29], and ***Sanjeev Hiranandani v. Sunny Grover***[30].

61. In ***Abid-Ul-Islam*** *(supra)*, the Hon'ble Supreme Court, while

[26] (1998) 8 SCC 119
[27] (2014) 9 SCC 78
[28] (2022) 6 SCC 30
[29] 2024:DHC:9322
[30] 2025:DHC:11285

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Signing Date:19.11.2026 15:46:04

elucidating the legislative intendment underlying Section 25(B) of the DRC Act, observed that the omission of an appellate remedy against an Order passed by the learned Rent Controller is conscious and deliberate. The jurisdiction conferred upon the High Court is, therefore, one of superintendence over the decision-making process, including the legality and propriety thereof, and does not permit the High Court to substitute its own view for that of the learned Rent Controller merely because another view on the material available on record may be possible. The relevant observations of the Hon'ble Supreme Court read 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 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. There is no need for holding a roving inquiry in such matters which would otherwise amount to converting the power of superintendence into that of a regular first appeal, an act, totally forbidden by the legislature."

62. In ***Pankaj Pahwa*** *(supra)*, a Coordinate Bench of this Court, upon considering the principles enunciated in ***Abid-Ul-Islam*** *(supra)*, reiterated that the jurisdiction exercised by this Court under the *proviso* to Section 25B(8) of the DRC Act is limited in scope and that this Court is not expected to substitute or supplant its view for that of the learned ARC. The revisional scrutiny is confined to examining the decision-making process and determining whether the Impugned Order suffers from an error apparent on the face of the record or an

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Signing Date:19.11.2026 15:46:04

absence of adjudication warranting interference.

63. In view of the foregoing discussion, the position which emerges is that, while exercising jurisdiction under the *proviso* to Section 25B(8) of the DRC Act, this Court is neither required nor permitted to undertake a fresh appreciation of the material on record with a view to arrive at an independent conclusion on the merits of the dispute. Interference would be warranted only where the Impugned Order suffers from a jurisdictional error, manifest illegality, material irregularity or perversity, or where the conclusion arrived at by the learned ARC is wholly unreasonable or founded upon an erroneous premise of law. Equally, where a material plea has been left unconsidered, or the decision-making process otherwise discloses an error apparent on the face of the record, exercise of revisional jurisdiction may be warranted.

64. It is within the aforesaid limited parameters of revisional scrutiny that the grounds urged by the learned counsel on behalf of the Tenants against the Impugned Order are required to be examined.

***Consolidated Grounds of Challenge for Determination***

65. At this juncture, this Court deems it apposite to first distil the grounds of challenge urged on behalf of the Tenants for proper consideration and adjudication of both the Petitions. They may be enumerated as follows: (i) the maintainability of the Eviction Petition in the light of the letter dated 05.04.2019 issued by Smt. Anjali Vaid; (ii) the alleged non-disclosure of CS(OS) 231/2019 and CS No. 124/2015; (iii) the availability of alternative accommodation, with particular reference to property bearing No. E-16, Connaught Place; (iv) the *bona fide* requirement pleaded by the Landlords; (v) the

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Signing Date:19.11.2026 15:46:04

alleged inconsistency in the stand taken by Respondent No. 2 in RC ARC. 10/2022, and the alleged non-consideration of the Order dated 05.07.2024 passed therein; and (vi) the challenge to the Review Order.

66. The aforesaid grounds, though interrelated in certain respects, arise from distinct factual and legal considerations. This Court shall, therefore, examine them in the sequence set out hereinabove, having regard to the rival submissions, the material placed on record and the reasoning adopted by the learned ARC. The first issue which merits consideration is whether the letter dated 05.04.2019 issued by Smt. Anjali Vaid, and the pending Partition Suit, have any bearing on the maintainability of the Eviction Petition or the Landlords' entitlement to seek eviction of the Tenants.

***Landlord–Tenant Relationship: Effect of the Letter of Attornment and the pending Partition Suit***

67. The *first* ground of challenge proceeds on the premise that the Landlords could not have maintained the Eviction Petition without the consent of Anjali Vaid, who claims a one-fifth share in the estate of late Y.N. Gupta. The contention is sought to be fortified by reliance upon the Letter of Attornment, addressed by Anjali Vaid to the Tenants, and the decision of the Hon'ble Supreme Court in ***India Umbrella Manufacturing Co.*** *(supra)*, particularly Paragraph No. 6 thereof, which reads as under:

> "**6.** Having heard the learned counsel for the parties we are satisfied that the appeals are liable to be dismissed. It is well settled that one of the co-owners can file a suit for eviction of a tenant in the property generally owned by the co-owners. (See Sri Ram Pasricha v. Jagannath and Dhannalal v. Kalawatibai, SCC para 25.) This principle is based on the doctrine of agency. One co-owner filing a suit for eviction against the tenant does so on his own behalf in his own right and as an agent of the other co-owners. The consent of other co-owners is assumed as taken unless it is shown that the

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Signing Date:19.11.2026 15:46:04

> other co-owners were not agreeable to eject the tenant and the suit was filed in spite of their disagreement. In the present case, the suit was filed by both the co-owners. One of the co-owners cannot withdraw his consent midway the suit so as to prejudice the other co-owner. The suit once filed, the rights of the parties stand crystallised on the date of the suit and the entitlement of the co-owners to seek ejectment must be adjudged by reference to the date of institution of the suit; the only exception being when by virtue of a subsequent event the entitlement of the body of co-owners to eject the tenant comes to an end by act of parties or by operation of law."
>
> ***(Emphasis supplied)***

68. There can be no quarrel with the proposition that, while one co-owner is competent to institute eviction proceedings, the consent of the other co-owners is ordinarily presumed, unless it is demonstrated that they were not agreeable to the eviction and that the proceedings were instituted notwithstanding such disagreement. The question, therefore, is not whether the presumption of consent is rebuttable; it undoubtedly is.

69. The question is whether the material placed by the Tenants, *i.e.*, the Letter of Attornment, in the present case, is sufficient to demonstrate the kind of disagreement contemplated in ***India Umbrella Manufacturing Co.*** *(supra)* hereinabove.

70. A perusal of the said Letter of Attornment makes it manifest that it merely asserts a claim to a one-fifth share in the property, seeks payment of rent and calls upon the Tenants not to change or alter the nature, possession or title of the premises without the written consent of Anjali Vaid. It does not, however, contain an express objection to the institution of eviction proceedings, nor does it state that the Tenants must continue in occupation or that the tenancy is not to be terminated. A direction against changing or altering the nature, possession or title of the premises cannot, without more, be equated

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Signing Date:19.11.2026 15:46:04

with an unequivocal refusal to consent to eviction proceedings instituted by the other co-owners.

71. The learned ARC, in the Impugned Order, examined the Letter of Attornment principally from the standpoint of the Landlords' title. It held that the Tenants, while disputing the title of the Landlords, could not simultaneously rely upon the claim of Anjali Vaid founded upon the alleged invalidity of the Will, and that, even if the Will were to be ignored and her claim to a one-fifth share accepted, the Landlords would nevertheless remain co-owners competent to maintain the Eviction Petition. The relevant portion of the Impugned Order read as under:

> **20)** Here, it is also relevant to note that at one end, respondents are claiming that petitioners are the not the owners/landlords but at the same time, contending that petitioner's sister Anjali Veid is also claiming to be owner to the extent of 1/5th share as the Will of Y N Gupta is invalid. In this regard, it is pertinent to note that the respondents being tenants have no locus to challenge the Will of successor of erstwhile landlord. It is important to bear in mind the principle laid down in the case of **Sh. Bharat Bhushan Vs. Arti Teckchandani 2008 (153) DLT 247** which is as follows:-
>
> > *"The concept of ownership in a landlord-tenant litigation governed by the Delhi Rent Control Act, has to be distinguished from the one in a title suit. If the premises was let out by a person and after his death, the premises has come in the hands of beneficiary under a Will, the tenant has no right to challenge the title of such a beneficiary.* ***If on the death of the original owner, the tenant has any doubt as to who was the owner of the premises, he is supposed to file an interpleader suit impleading all the legal heirs of the deceased and ask the Court to decide as to who shall be the landlord/owner after the death of the original owner. Where no interpleader suit is filed by the tenant and the tenant continues in possession after death of the original owner without demur and without raising an objection against the person, who claims to have inherited the property under the Will, he later on cannot challenge the ownership of such a person. It is not the domain of the tenant to challenge the Will of the deceased landlord. If a landlord is able to show that there is a testament in***

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Signing Date:19.11.2026 15:46:04

***his/her favour, he/she is deemed to have discharged his/her burden of proving the ownership under the Act. If the tenant takes a frivolous objection about ownership, such an objection cannot be entertained unless the tenant comes forward as to who was the landlord/owner of the premises and to whom he has been paying rent after the death of the original owner.***

**21)** In the light of aforesaid observations in ***Bharat Bhushan (supra)***, admittedly, since no inter-pleader suit is stated to have been filed by the respondents in this regard, respondents have no locus to challenge the title of petitioners On the other hand, petitioners have filed copy of perpetual lease deed dated 04.01.1926 in favour of their predecessors-in-interest, copy of partition decree in suit no. 652/1964, copy of plaint filed by their father Y.N. Gupta in suit no. 652/1964 as well as Will of Y.N. Gupta to show that their status in the premises is that of an owner/landlord. Moreover, it is pertinent to note that the petitioners have filed various rent receipts as well as copy of letter dated 01.12.1990 issued by the then partners of M/s Om Prakash Surinder Kumar along with cheque bearing no. 851983 qua tender of rent in support of its pleadings qua landlord-tenant relationship whereas the respondents have made bald denials and no specific averment has been made to whom the rent is being paid if not the children of Y.N. Gupta (father of the petitioners). Therefore, considering the said circumstances as no interpleader suit is stated to have been filed by the respondents nor any specific averment made that who other than Y N Gupta or his legal heirs is the landlord, it is apparent that the denial of the rent receipts has been done solely for the purpose for raising a contention without any basis in this regard. Here, I also find it pertinent to refer to the decision of the Hon'ble High Court passed in the case of **Mohd. Naseer Vs. Mohd. Zaheer and Anr. RC Rev. No. 267/2016 dated 03.11.2016**wherein it is held that *mere raising of baseless contentions against the landlord cannot be a ground for being granted leave to defend.* Even otherwise, attornment in favour of the landlord is unnecessary to confer validity to the transfer of the landlord's rights and there is no such statutory requirement. ***Reference may be made to the case of Hajee K. Assainar vs. Chacku Joseph AIR 1984 Ker 113.***

**22)** Moreover, even if the said Will is ignored and the contention of the respondent with respect to the letter issued by Anjali Vaid (sister of the petitioners) conceded, it is pertinent to note that she is only claiming herself to be co-owner to the extent of 1/5th share. Further, even if, for the sake of arguments, it is admitted that Y N Gupta died intestate, still petitioners, being his sons, are class-I heirs and would be the co-owners of the premises along with their sisters and mother. It is trite to state that even a co-owner can file

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Signing Date:19.11.2026 15:46:04

> an eviction petition against the tenant and all the co-owners are not required to be joined as a party.
>
> ***(Emphasis supplied)***

72. It is true that the Impugned Order does not separately examine the contention that the Letter of Attornment displaced the presumption of consent. Such an omission would, however, warrant interference only if the plea, taken at its highest, disclosed facts which, if proved, would disentitle the Landlords from obtaining an order of eviction. Tested thus, the plea does not disclose a triable issue.

73. The Letter of Attornment is dated 05.04.2019, more than two years before the institution of the Eviction Petition, and is addressed to the occupants of the Tenanted Premises, not to the co-owners. It does not, in terms, disclose any disagreement with the institution of eviction proceedings. Nor has any subsequent communication, proceeding or other material been pointed out to demonstrate that Smt. Anjali Vaid had, at any stage, opposed the eviction of the Tenants, though she was always at liberty to do so. Her assertion of a share in the estate, and her insistence upon protection of her alleged proprietary interest, cannot by themselves be treated as proof that she was unwilling to have the Tenanted Premises recovered by the other co-owners for their bona fide requirement. The factual foundation necessary to displace the presumption recognised in ***India Umbrella Manufacturing Co.*** *(supra)* was, therefore, never laid.

74. There is an additional aspect. The learned ARC did not rest its conclusion merely upon the existence of the Y.N. Gupta's Will. In Paragraph No. 22 of the Impugned Order, the learned ARC expressly considered the objection even on the assumption that the said Will were to be ignored and the claim of Anjali Vaid to a one-fifth share

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Signing Date:19.11.2026 15:46:04

were to be accepted. The aforesaid approach is consistent with the settled distinction between the standard of ownership required in an eviction proceeding under Section 14(1)(e) of the DRC Act and the adjudication of absolute title in a civil suit.

75. The Landlords were required to establish a title better than that of the Tenants; they were not required to establish an indefeasible or exclusive title to the Tenanted Premises. The material placed on record, including the perpetual lease deed dated 04.01.1926, the Partition Decree dated 02.11.1964, the Will dated 28.01.2016 and the rent-related documents, was considered by the learned ARC while examining the relationship between the parties. The Tenants, on the other hand, did not identify any person other than late Sh. Y.N. Gupta or his legal heirs to whom rent was payable, nor did they establish that the Landlords lacked a title superior to their own.

***Pendency of Civil Proceedings***

76. Adverting to the *second* ground of challenge, the objection founded upon the non-disclosure of the Partition Suit, being CS(OS) 231/2019 and Suit for Modification of the Partition Decree, being CS No. 124/2015, titled *"Y.N. Gupta v. Meenakshi Gupta"*, must also be considered in this context. The Tenants contend that these proceedings have a bearing upon the foundation of the Landlords' title and that their non-disclosure ought, in itself, to have resulted in grant of Leave to Defend. The learned ARC dealt with the objection in Paragraph No. 42 of the Impugned Order. The relevant portion of the Impugned Order reads as under:

> "**42)** Another contention pressed on behalf of the respondents is that the petitioners have failed to disclose about other cases in terms of Chapter XXII of the Delhi High Court Rules, whereby a landlord is required to disclose about all the cases against the same

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Signing Date:19.11.2026 15:46:04

> tenant as well as all the cases regarding the various portions of the same subject premises. On the other hand, it is contended on behalf of the petitioner that the petitioners have mentioned all the properties of the petitioners and have not concealed about any alternative accommodation and therefore, the said contention is not sufficient for grant of leave to defend. In this regard, it is pertinent to note that in the case of **Nalini Kant Gupta Vs. Lajja Gupta, 2017 SCC Delhi 10247**, it was held that *petition for eviction for self requirement cannot be dismissed on the ground of suppression once the tenant has had full opportunity to contest the same*. Even though the said observations were made in the case of a matter which had gone to trial but in the present matter, since no specific prejudice can be said to have been suffered by the tenant and it is not the case where any available alternative accommodation has been concealed by the petitioners, the said ground by itself is not sufficient for the grant of leave to defend application. Thus, no triable issue arises on the basis of said contention."
>
> ***(Emphasis supplied)***

77. It is true that disclosure of material proceedings and relevant facts assumes particular significance in proceedings under Section 14(1)(e) read with Section 25-B of the DRC Act, where the matter is initially decided on the basis of affidavits and the opportunity to lead evidence is not available as a matter of course. However, the consequence of an alleged non-disclosure cannot be considered in the abstract. The materiality of the omitted fact, and its bearing upon the statutory ingredients of the eviction petition, must necessarily be examined.

78. In the present case, the pendency of the said proceedings does not, by itself, demonstrate that the Landlords lack a title better than that of the Tenants or that the Eviction Petition is not maintainable. The challenge to the Will and the disputes concerning the Partition Decree are matters between the persons claiming through late Y.N. Gupta. They do not displace the material relied upon by the Landlords to establish their status as co-owners and successors-in-interest of the erstwhile landlord. As already noticed, even if the challenge to the

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Signing Date:19.11.2026 15:46:04

Will were to succeed, the Landlords would remain co-owners.

79. The apprehension that the Tenanted Premises may ultimately not fall to the share of the Landlords is equally of no avail. As held in ***India Umbrella Manufacturing Co.*** *(supra)*, the entitlement of the co-owners to seek ejectment is to be adjudged by reference to the date of institution of the proceedings. The possibility of a future partition among the co-owners cannot, therefore, disclose a triable issue at this stage.

80. It is also pertinent to note that the pendency of Partition Suit and the Letter of Attornment were themselves pleaded by the Tenants in their Applications seeking Leave to Defend, along with the order framing issues in the said suit. Both were thus squarely before the learned ARC when the Applications were decided. The alleged non-disclosure, therefore, did not deprive either the Tenants or the learned ARC of any material fact.

81. Insofar as Suit for Modification of the Partition Decree is concerned, it finds no mention in either of the Applications seeking Leave to Defend. The objection was raised for the first time in the written submissions, on the basis of a reference made in the Landlords' own reply. Even if it is taken at its highest, a proceeding concerning the Modification of Partition Decree stands on no different footing from the Partition Suit, for the reasons noted above.

82. Lastly, as rightly noticed by the learned ARC, the Tenants have not shown that the alleged non-disclosure resulted in the concealment of any vacant and reasonably suitable alternative accommodation, or that it caused them any prejudice. Though Paragraph No. 42 of the Impugned Order does not refer to each proceeding by name, it deals

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Signing Date:19.11.2026 15:46:04

with the objection of non-disclosure in its entirety, and the reasons it gives are discernible and sustainable. Whether a different view could have been taken on the effect of the non-disclosure is not the test in the present proceedings. The second ground of challenge is, accordingly, rejected.

***Availability of Alternative Accommodation***

83. The *third* ground of challenge is that the Landlords had several reasonably suitable alternative accommodations available to them, and that the learned ARC dealt with the objection cursorily. Since the Tenants rely upon the circumstances relating to property bearing No. E-16 both to establish the availability of alternative accommodation and to impeach the *bona fides* of the requirement, it is considered appropriate to examine this ground first.

84. Before examining the properties relied upon, it is necessary to recall the standard laid down by this Court in ***Lalta Prasad Gupta Vs. Sita Ram***[31], which was relied upon by the learned ARC in Paragraph No. 34 of the Impugned Order, which reads as under:

> "**34)** It is trite to state that the burden is upon the tenant to show that other alternative suitable accommodation is available with landlord and how the said premises were suitable for the pleaded requirement. Reference is made to the judgment of the Hon'ble High Court of Delhi in the case of **Lalta Prasad Gupta Vs. Sita Ram, 2017 SCC Online Del 13026,** *wherein it was held as under :-*
>
> > *"**18.** Thus, if the tenant seeks leave to defend controverting the requirement pleaded by landlord on the ground of the landlord, though at the time of requirement having alternate premises, having not used the same and instead having commercially exploited the same, the tenant must plead (a) the particulars of such premises; (b) the right/title of the landlord to the same; (c) that the said premises were vacant and available for use at the time of pleaded requirement of landlord; (d) how the said*

[31] 2017 SCC Online Del 13026

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Signing Date:19.11.2026 15:46:04

*premises were suitable for the pleaded requirement; and (e) how the landlord has deprived himself thereof i.e. by sale or letting and support the said pleas with material on the basis whereof such pleas will be proved .*

**(Emphasis supplied)**

85. A perusal of the Eviction Petition reflects that the Landlords disclosed every property owned by them and stated why each was neither available nor suitable for the requirement pleaded. The learned ARC examined the properties relied upon by the Tenants in Paragraph Nos. 33 to 38 of the Impugned Order, the relevant portions of which read as under:

> "**33)** It is also contended that the petitioner has various alternative accommodations for his projected bona fide need and therefore, there is no necessity for the petitioner no.1 for the tenanted premises in question. In this regard, it is pertinent to note that as far as the contention of the respondents is concerned with respect to properties bearing no. E-15, E-16, E-17, E-19, E-21, the petitioners have stated that the said properties are in the occupation of tenants. No contrary material has been placed on record by the respondents to show that the said accommodations were lying vacant at the time of petition and therefore, available for the bona fide need of the petitioners. With respect to E-16, respondents themselves have pleaded that it was in three parts and has been let out in November 2020. With respect to E-20, petitioner has stated that the said property is occupation of M/s Greenways and also subject matter of litigation. Nothing has been placed on record by the respondents to show that any of said accommodations are lying vacant and therefore, available to the petitioner no.1.
>
> xxx xxx xxx
>
> **35)** Moreover, petitioner himself has disclosed about the said accommodations in the eviction petition which reflects that there was no concealment on the part of petitioner in this regard. In the absence of any cogent material, no triable issue arises in this regard.
>
> xxx xxx xxx
>
> **37)** With respect to aforesaid properties i.e. E-22 to E-27 and E-44 to E-48, petitioners have pleaded that except premises bearing no. E-22, part of E-44 and E-27/4 i.e. open courtyard with one tin-shed; the remaining properties are in occupation of tenants. No cogent material has been placed on record by the respondents to show that the said premises are lying vacant and therefore,

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Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:46:04

available to the petitioners for a triable issue to arise. Further, the petitioners have categorically pleaded that the same are exclusive properties of petitioner no.2. Nothing has been brought on record to even prima facie show that petitioner no.1 is also the owner of the said premises. In the case of **Saroj Khemka Vs. Indu Sharma, 2000 (2) RCJ 363,** the Hon'ble Delhi High Court held that the person who is residing abroad, *must be allowed to stay in his own house even if he wants to spend few weeks or months in India and cannot be expected to adjust with his relative.* Therefore, even for few weeks or months, a landlord was not expected to adjust in the property of his relative whereas in the present case, the bona fide requirement is continuous for a business/retail store to be run. Hence, in the said circumstance, petitioner no.1 cannot be expected to adjust in the properties of his brother/petitioner no.2, in which he has no share, when in comparison, he is the co-owner of the tenanted premises in question. *Thus, no triable issue arises in this regard as well.*

xxx xxx xxx

38) Next, it is contended that petitioner no.1 is the co-owner of E-40 and E-41 and had the need been bona fide, the petitioner would have utilized the same as the said premises are lying vacant for the past many years. It is trite to state that *it is the prerogative of the landlord to determine which premises best suits his requirements. Further, the Hon'ble Superior Courts have repeatedly held that the Courts are not to sit in the armchair of the landlord and dictate as to how the available property of the landlord is to be best utilized by him.* The landlord is the absolute owner of his property and is the best person to decide which property is to be utilized in what way. The respondent cannot dictate as to how the landlord is to utilize his property. The landlord possesses the prerogative to determine their specific requirements, exercising full autonomy in this regard. It is not within the purview of the courts to impose directives on the landlord regarding the nature or quality of their chosen usage of the tenanted premises. Therefore, the courts refrain from prescribing any standard or guidelines for the landlord's choices (residential or commercial). Reliance is placed upon the decision of the Hon'ble Delhi High Court in case of **Praveen & Anr. Vs. Mulak Raj & Ors. RC Rev. 417/2016** in this regard. Further, petitioners have categorically pleaded that the said properties can be accessed through a narrow lane/alley way situated at the rear end of the building and then after climbing two flights of stairs up to a common entrance and therefore, are not suitable for the bona fide requirement of the petitioner for running the retail showroom. It is pertinent to note the judgment of the Hon'ble Apex Court in **Uday Shankar Upadhyay v. Naveen Maheshwari (2010) 1 SCC 503,** where it was held that it is not for the Courts to say that the landlord should shift to the first floor or any higher floor as it is well known that shops and businesses are

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Signing Date:19.11.2026 15:46:04

> usually conducted on the ground floor, because the customers can reach there easily. *It was reiterated that the Court cannot dictate to the landlord which floor he should use for his business and that is for the landlord himself to decide.* Hence, the said contention also does not amount to any triable issue as it is for the landlord to decide which premises are suitable and not for the court to sit in armchair of the landlord and dictate as to how the available property of landlord is best utilized by him."
>
> ***(Emphasis supplied)***

86. Insofar as properties bearing Nos. E-15, E-17, E-19 and E-21 are concerned, the Landlords pleaded that they are in the occupation of other tenants. Property bearing No. E-20 was pleaded to be in the occupation of M/s Greenways and the subject matter of litigation. The Tenants did not dispute that these properties were tenanted. They contended only that the Landlords had not furnished particulars of the tenancies, and that an adverse inference ought, therefore, to be drawn. Such a plea does not meet the requirement, laid down in ***Lalta Prasad Gupta*** *(supra)*, that the tenant must plead, and support with material, the fact that the premises were vacant and available at the time of the pleaded requirement. The learned ARC was, therefore, justified in holding that no triable issue arose in respect of these properties.

87. As regards properties bearing Nos. E-22 to E-27 and E-44 to E-48, the Landlords categorically pleaded that they are the exclusive properties of Respondent No. 2, in which Respondent No. 1, whose requirement is pleaded, has no share. Nothing was placed on record by the Tenants to even *prima facie* show otherwise. Respondent No. 1 cannot be required to meet his requirement from the properties of his brother.

88. Further, apart from properties bearing Nos. E-22, E-27/4 and part of E-44, which the Landlords themselves disclosed as not being in the occupation of tenants, the Applications seeking Leave to

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Signing Date:19.11.2026 15:46:04

Defend do not furnish any particulars of the remaining properties in this group. The objection in respect of them is, therefore, a bare assertion.

89. As regards properties bearing Nos. E-40 and E-41, the Landlords pleaded that they are accessible only through a narrow lane at the rear of the building and after climbing two flights of stairs, and are thus unsuitable for a retail showroom. The Tenants contend that customers of a golf store would not be deterred by stairs. However, the choice of the premises which best suit the landlord's requirement is the landlord's. It is trite law that the tenant cannot dictate to the landlord how his property is to be utilised. The same reasoning applies to the contention that space on the first floor could be used for the requirement.

90. This brings this Court to property bearing No. E-16, on which particular emphasis was placed by both the Petitioners. Their case is as follows. As recorded in the Order dated 03.08.2018 passed in RC No. 21/2018, E-16 comprised about 1,737 sq. ft. on the ground floor and about 1,460 sq. ft. on the mezzanine floor, divided into three portions. A portion of about 825 sq. ft. was recovered from M/s Rajendra & Co. on the ground of the *bona fide* requirement of late Y.N. Gupta. The entire property, of about 3,300 sq. ft., was thereafter let out to M/s Westwind Retails Pvt. Ltd. by the Lease Agreement dated 25.11.2020. It is contended that this letting was made without the permission of the Rent Controller under Section 19 of the DRC Act, and that the learned ARC examined E-16 only from the standpoint of whether it was vacant, and not from the standpoint of its availability to, and utilisation by, the Landlords.

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Signing Date:19.11.2026 15:46:04

91. However, a perusal of the Impugned Order makes it manifest that the learned ARC, in Paragraph No. 40, the learned ARC dealt with the letting of E-16 prior to the institution of the Eviction Petition. The same read as under:

> "**40)** With respect to the contention that petitioners have let out various premises, including E-16 after getting them vacated, at huge rentals in November 2020, it is pertinent to note that the eviction petition in the present matter was filed on 30.09.2021. In this regard, reliance is placed upon the case of **Shyam Sunder Ahuja Vs. Sushil Kumar, 2017 SCC Online Del 10624,** wherein the Hon'ble High Court of Delhi has held that *the plea that the landlord has sold some property or let out some property is not a ground to deny the order of the eviction to the landlord*. The relevant extract is reproduced here under :-
>
> > *"16. Not only so, the petitioner/tenant also did not state that there was no change in the requirement of the respondent/landlord since then.* **Merely taking a plea that the respondent/landlord has in the past sold some property or let out some property has in Narender Kumar Shah Proprietor Jay Bharat Steels Vs. Malti Narang 2014 SCC Online Del 3839 and Anil Kumar Bagania Vs. Shiv Rani 2014 SCC Online Del 6645 been held to be not a ground for denying order of eviction to landlord on the ground of self requirement of premises."**
>
> ***(Emphasis supplied)***

92. This aforesaid reasoning of the learned ARC cannot be faulted. It is not in dispute that, on the date of institution of the Eviction Petition, E-16 was in the occupation of a lessee under the Lease Agreement dated 25.11.2020. It was, therefore, neither vacant nor available to the Landlords when the requirement of Respondent No. 1 arose. The requirement pleaded in the present proceedings arose in 2021, with the offer received by Respondent No. 1. There is nothing on record to suggest that this requirement existed when E-16 was let out, so that the Landlords could be said to have deprived themselves of available accommodation in order to manufacture a need for the Tenanted Premises. The essential requirement laid down in ***Lalta***

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Signing Date:19.11.2026 15:46:04

***Prasad Gupta*** *(supra)*, namely that the premises be vacant and available at the time of the pleaded requirement and that the landlord have deprived himself of them, is thus not satisfied.

93. The contention founded upon Section 19 of the DRC Act does not advance the case of the Tenants either. To begin with, the plea finds no place in either of the Applications seeking Leave to Defend, and was raised for the first time in the written submissions. Even if it is taken at its highest, Section 19 of the DRC Act confers a remedy upon the tenant who was dispossessed under an order of eviction, in the event the landlord fails to occupy the premises or re-lets them within the prescribed period. Whether such a remedy was available to M/s Rajendra & Co. is not a question that arises in the present proceedings. It does not render E-16 available to the Landlords in 2021, nor does it bear upon the requirement of Respondent No. 1.

94. Further, the requirement on the basis of which the portion of E-16 was recovered was that of late Y.N. Gupta himself, who sought additional office space being wheelchair-bound. As is evident from the record, possession of that portion was taken by his legal heirs after his demise on 12.01.2019. As explained by the Landlords in their reply, the said portion was kept vacant after his demise, and the entire property was thereafter let out in November 2020, during the pendency of partition Suit, with the net rental income being shared among all the legal heirs of late Sh. Y.N. Gupta. The subsequent letting of E-16 by his legal heirs, after the person whose requirement had been pleaded had passed away, cannot by itself establish that the distinct requirement now pleaded by Respondent No. 1 is not *bona fide.*

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Signing Date:19.11.2026 15:46:04

95. The assertion, made for the first time in the present Petitions, that possession of the said portion was obtained between November 2019 and 29.01.2020, when the execution proceedings were recorded as satisfied, is not borne out by any material that was before the learned ARC. The written submissions filed on behalf of the Tenants before the learned ARC themselves stated that the date of possession was not specified. Within the limited revisional jurisdiction of this Court, a fresh factual foundation cannot be laid for the first time in revision.

96. The decision in ***Renu Mehta*** *(supra)*, relied upon to contend that the existence of other premises, the circumstances of their non-disclosure and their suitability are relevant considerations, does not assist the Tenants. In the present case, there was no non-disclosure. Every property owned by the Landlords was disclosed in the Eviction Petition, with the reasons for its non-availability or unsuitability, and each property relied upon by the Tenants was considered by the learned ARC. In ***Renu Mehta*** *(supra)*, this Court, in exercise of its revisional jurisdiction, declined to interfere with an order granting leave to defend where the landlord had initially denied and subsequently admitted ownership of other premises, and their suitability remained an open question. The decision thus turned upon the deference owed to the learned ARC's assessment within the limited revisional jurisdiction, and upon facts which have no parallel in the present case. The third ground of challenge is, accordingly, rejected.

***Bona fide requirement***

97. The *fourth* ground of challenge concerns the *bona fide*

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Signing Date:19.11.2026 15:46:04

requirement pleaded by the Landlords. As pleaded in Paragraph No. 18(a) of the Eviction Petition, Respondent No. 1, a professional golfer and golf coach suffering from early-stage arthritis, required the Tenanted Premises to set up, operate and manage a retail store dealing in golfing equipment and accessories. The Tenants contend that the requirement was founded upon an unnamed offer that was to be formalised on or before 30.09.2021, and that the requirement lapsed with the expiry of that date. However, a perusal of the Impugned Order would show that the learned ARC dealt with this contention in Paragraph Nos. 29 and 31 of the Impugned Order, which read as under:

> "**29)** Petitioners have averred that the tenanted premises is required for the bona fide need of petitioner no.1 for the purpose of setting up, operating and managing a retail superstore dealing in world-class golfing equipment and accessories. However, it is contented on behalf of the respondents that the need is not bona fide and the same has been concocted. It is contended that no documents have been filed that the petitioner no.1 is suffering from arthritis or that he is a professional golfer. It is also stated that the offer of opening of retail shop was to be formalized on or before 30.09.2021 and the said time period has already lapsed. But the Hon'ble Supreme court in **Baldev Singh Bajwa vs Monish Saini (2005) 12 SCC 778** has held that *whenever a landlord seeks eviction of the tenant for bonafide need, the controller shall presume the need as genuine and bonafide. Additionally, the burden to refute the said presumption squarely lies on the tenant and mere assertion on the part of tenant is insufficient*. Hence, mere assertion of the respondent in this regard does not amount to any triable issue. Further, in this regard, the provision of Section 19 (2) of DRC Act is to be emphasized which protects a tenant in case the landlord recovers possession of any premises and the premises are not occupied by the landlord or by the person for whose benefit the premises are held within two months of obtaining such possession or having obtained the possession, the same are re-let to any other person within three years from the date of obtaining the possession.
>
> xxx xxx xxx
>
> **31)** As far as the claim is concerned that the said offer of opening of retail store has already expired, it is pertinent to note that that the DRC act is silent about any requirement of the landlord for giving details/divulging anything qua the nature/purpose of the

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Signing Date:19.11.2026 15:46:04

proposed business. Hence, the landlord is not required to disclose the exact nature of use of premises in eviction petition. Reliance in this regard is placed upon the decision of Hon'ble Delhi High Court in **H S Banka vs Mohan Lal 2025 SCC Online Del 6372.** *Even otherwise, in the case of* **Raj Kumar Khaitan & Ors. Vs. Bibi Zubaid Khatun & Ors, AIR 1995 SC 576**, it was held by Hon'ble Supreme Court that *even if the nature of business would have been indicated, nobody could bind the landlords to start the same business in the premises after it was vacated*. Thus, it is the prerogative of the landlord to determine which business he intends to start and whether the tenanted premises is suitable or not for said purpose. *Thus, the said contention is also devoid of merits.*"

**(Emphasis supplied)**

98. This Court finds no infirmity in the aforesaid reasoning. The requirement pleaded is that of Respondent No. 1 to establish a business of his own from the Tenanted Premises. The offer received by him was only the occasion for, and the proposed mode of, carrying on that business. It was not the requirement itself. A landlord is not bound to disclose the precise nature of the business he proposes to carry on, and, even where the nature of the business is indicated, he cannot be bound to commence that very business once the premises are vacated. The lapse of the date by which a particular arrangement was to be formalised does not, therefore, establish that the requirement of Respondent No. 1 to carry on a business from the Tenanted Premises has ceased to exist, nor have the Tenants disclosed any fact to show that it has.

99. The contention founded upon the medical record of Respondent No. 1 being dated March 2022 stands on no better footing. The condition of Respondent No. 1 was pleaded in the Eviction Petition itself, supported by an affidavit, and the medical record was placed on record with the reply in answer to the Tenants' denial. That a prescription bears a date later than the institution of the Eviction Petition does not suggest that the condition pleaded did not exist when

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Signing Date:19.11.2026 15:46:04

the petition was filed. In any event, the condition of Respondent No. 1 was pleaded only as the reason why he wishes to turn from coaching to business.

100. Reliance is also placed upon ***Ved Prakash*** *(supra)* to contend that the *bona fides* of the requirement are to be examined in the light of the Landlords' conduct concerning their other properties, particularly the letting of E-16 in November 2020. That decision, however, arose from a revision preferred by a landlord against the dismissal of his eviction petition after a full trial. The landlord therein had not disclosed his other properties in the eviction petition, the requirement of his son had admittedly existed for several years, and he failed, upon evidence, to furnish any satisfactory explanation for having let out or sold other premises shortly before instituting the proceedings.

101. The present case stands on an altogether different footing. The letting of E-16 was disclosed in the Eviction Petition itself. The Landlords further explained, in their reply, that late Y.N. Gupta passed away before possession of the portion recovered from M/s Rajendra & Co. could be taken, that his requirement did not survive him, and that the entire property was thereafter let out in November 2020, during the pendency of the Partition Suit, with the net rental income being distributed among all five legal heirs of late Sh. Y.N. Gupta, including Anjali Vaid, under the supervision of this Court. The Orders dated 17.02.2020 and 16.03.2020 passed in the said suit, on which the Tenants themselves rely, concern the letting of E-16 and the accounting and distribution of the rental income therefrom. The letting of E-16 was, therefore, satisfactorily explained, and nothing on record

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Signing Date:19.11.2026 15:46:04

suggests that it was a step towards creating the requirement now pleaded.

102. The plea that a landlord has, in the past, let out some other property is not, by itself, a ground to deny an order of eviction. The decision in ***Ved Prakash*** *(supra)* is, therefore, of no assistance to the Tenants.

103. In view of the foregoing discussion on the aspect of the *bona fide* requirement, the fourth ground of challenge is, accordingly, rejected.

***RC ARC 10/2022 and the Alleged Inconsistency in the Landlords' Stand***

104. The *fifth* objection, advanced principally on behalf of Petitioner-Ashok Goyal, is founded upon the Order dated 05.07.2024 passed in RC ARC 10/2022, titled *"Sanjay Gupta v. M/s Diamond Exports"*, which was a distinct eviction petition, instituted by Respondent No. 2 alone on 18.04.2022, in respect of property bearing No. E-44, on the ground of his own *bona fide* requirement.

105. By the said Order, the learned ARC allowed the Application seeking Leave to Defend filed by the tenant therein. However, while dealing with the plea of alternative accommodation, the learned ARC, in Paragraph No. 37, recorded as under:

> "**37.** In light of the aforesaid, it is held that the properties jointly owned by the petitioner along with his brother Mr. Ajay Gupta i.e. properties bearing number E-15 to E-21 & E-40 & 41, E Block Connaught Place cannot be considered as alternate suitable accommodation. Furthermore, one of the sisters of the petitioner namely Mrs. Anjeli has filed a Civil Suit before the Hon'ble High Court of Delhi seeking, inter alia, the partition of the said properties. The aforesaid properties form subject matter of the said Suit which is presently pending adjudication before the Hon'ble High Court of Delhi and accordingly, the aforesaid properties are not readily available with the petitioner for his own use due to

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Signing Date:19.11.2026 15:46:04

> which the same cannot be considered as alternate suitable accommodation for the purpose of instant petition."

106. It is contended that, the Landlords having successfully maintained in those proceedings that the jointly owned properties, including E-18, were not available to Respondent No. 2 on account of the pending Partition Suit, they cannot now seek eviction from E-18 on the footing that it is required for the *bona fide* use of Respondent No. 1, and are thereby approbating and reprobating. It is further contended that, though the said Order was on record, the Impugned Order does not advert to it.

107. At the outset, it bears notice that this objection does not find place in either of the Applications seeking Leave to Defend, and it could not have. Those Applications were filed on 04.10.2021, whereas RC ARC No. 10/2022 was instituted only on 18.04.2022, and the Order relied upon came to be passed on 05.07.2024. The Order was brought on record by Petitioner-Ashok Goyal by way of an Application, which was allowed by the learned ARC by Order dated 12.11.2025, the Landlords having raised no objection, and the objection founded upon it was urged in the Additional Written Submissions dated 11.03.2026. The said Order was thus a part of the record before the learned ARC when the Impugned Order came to be passed.

108. It is equally correct that the Impugned Order does not advert to the Order dated 05.07.2024, nor to the objection founded upon it. The objection did not, however, go unanswered before the learned ARC. Petitioners-Rahul Goyal and Gaurav Goyal raised it in their Review Application, and the learned ARC considered and rejected it in Paragraph No. 19 of the Review Order, which is itself under challenge

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Signing Date:19.11.2026 15:46:04

in RC.REV. 361/2026. The relevant portion reads as under:

> "…for an accommodation to be considered as suitable alternative accommodation, the same must be vacant and available to the landlord for the projected bonafide need. Admittedly, the tenanted premises i.e. E-18, is occupied by the applicants and therefore, the present eviction petition has been filed. Hence, the said tenanted premises could not have been said to be vacant and available for the projected bonafide requirement in eviction petition bearing no. RC ARC no. 10/22 filed by petitioner no. 2 against another tenant."

109. Nonetheless, since the Impugned Order is to be tested on its own reasons, the question that arises is whether the omission of the learned ARC to advert to the Order dated 05.07.2024 renders the Impugned Order unsustainable. The omission to consider a plea or a piece of material would vitiate an order rejecting leave to defend only if the plea, taken at its highest, disclosed facts which, if proved, would disentitle the landlord from obtaining an order of eviction within the meaning of Section 25-B(5) of the DRC Act. If it does not, the omission is of no consequence, and cannot be characterised as a jurisdictional error, perversity or an error apparent on the face of the record, so as to warrant interference under the *proviso* to Section 25-B(8) of the DRC Act.

110. Tested on that touchstone, the said objection does not disclose any triable issue. The question before the learned ARC in RC ARC No. 10/2022 was whether Respondent No. 2 had any reasonably suitable alternative accommodation available to him for his own requirement. Paragraph No. 37 of the Order dated 05.07.2024 answered that question by holding that the properties jointly owned by Respondent No. 2 with Respondent No. 1 could not be treated as such accommodation. The question in the present proceedings is entirely different. It is whether the co-owners of the Tenanted Premises are

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Signing Date:19.11.2026 15:46:04

entitled to recover it from the Tenants for the *bona fide* requirement of one of them, namely Respondent No. 1.

111. A finding that jointly owned properties were not available to one co-owner as alternative accommodation for his individual requirement is in no manner inconsistent with the entitlement of the co-owners to seek recovery of one such property from its tenants. Indeed, E-18 could never have been available to Respondent No. 2 as vacant accommodation in those proceedings, for the simple reason that it was, and continues to be, in the occupation of the Tenants herein. The non-availability of a property which is in the occupation of a tenant is precisely the reason why its recovery is sought. It furnishes no ground to resist that recovery.

112. Further, the requirements pleaded in the two proceedings are of two different persons. In RC ARC 10/2022, the requirement was that of Respondent No. 2, while in the present proceedings it is that of Respondent No. 1. The approach in Paragraph No. 37 of the Order dated 05.07.2024, that one co-owner cannot be compelled to meet his individual requirement from jointly owned properties which are the subject matter of a pending partition, is, in fact, the mirror image of the reasoning in Paragraph No. 37 of the Impugned Order. There, the learned ARC held that Respondent No. 1 cannot be expected to adjust in the exclusive properties of Respondent No. 2. Both rest on the same principle, that the requirement of each landlord is to be assessed with reference to the accommodation available to him, and neither is inconsistent with the other.

113. It must also be noticed that the doctrine of approbation and reprobation precludes a party from taking two inconsistent stands in

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Signing Date:19.11.2026 15:46:04

respect of the same subject matter, so as to take the benefit of one and avoid the burden of the other. That is not the case here. The present Eviction Petition was instituted in September 2021, prior to the institution of RC ARC 10/2022 itself. What the Tenants rely upon is not a pleading by which the Landlords sought to resist the present proceedings. It is a finding recorded by the learned ARC in an independent proceeding, in the course of an order which, in any event, allowed the leave to defend sought by the tenant therein. The finding does not amount to a declaration that the Landlords are incapable of seeking eviction from E-18. Nor does it operate as an adjudication upon the bona fide requirement pleaded in the present proceedings.

114. Since the objection founded upon the Order dated 05.07.2024, taken at its highest, does not disclose any fact would disentitle the Landlords from obtaining an order of eviction, the omission of the learned ARC to advert to it in the Impugned Order does not result in any failure of justice. It cannot be said to render the Impugned Order perverse, arbitrary or otherwise unsustainable in law. The objection is, accordingly, rejected.

***Challenge to the Review Order***

115. The remaining challenge to the Review Order is substantially a reiteration of the objections already raised against the Impugned Order. The learned ARC, in the Review Order, considered the contentions concerning E-16 in Paragraph Nos. 13 and 14; the pending Partition Suit, the letter of Smt. Anjali Vaid and the objection to the Landlords' status as co-owners in Paragraph Nos. 15 and 16; the alleged non-disclosure of proceedings in Paragraph Nos. 17 and 18; and the reliance upon RC/ARC No. 10/2022 in Paragraph No. 19. The

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Signing Date:19.11.2026 15:46:04

objection concerning the expiry of the offer and the subsequent medical documents was also considered in Paragraph Nos. 20 and 21.

116. The Review Order records that the objections had been considered in the Impugned Order and that the Tenants were, in substance, seeking a reconsideration of the findings returned on those objections. The learned ARC declined to convert the review jurisdiction into an appellate remedy. This approach cannot be faulted. The power of review under Section 25-B(9) of the DRC Act, read with Order XLVII Rule 1 of the CPC, is confined to the grounds recognised therein. It does not permit a fresh adjudication of the merits merely because a party considers the conclusions erroneous or seeks a different appreciation of the material.

117. It is also necessary to bear in mind that the present Court is exercising revisional jurisdiction under the *proviso* to Section 25-B(8) of the DRC Act. The question is whether the learned ARC, while deciding the Applications seeking Leave to Defend, failed to consider a material defence, applied an erroneous legal standard or arrived at a conclusion which is so unreasonable as to warrant interference. The Court is not required to undertake a fresh trial on affidavits or to reassess each document in isolation. The Impugned Order demonstrates that the objections raised by the Tenants were noticed and dealt with, and, to the extent that any plea was not separately addressed, this Court has found that it does not, even at its highest, disclose a triable issue. The fact that the Tenants seek a different conclusion on the same material does not, by itself, furnish a ground for interference.

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Signing Date:19.11.2026 15:46:04

***CONCLUSION:***

118. The Court is conscious that the threshold for grant of Leave to Defend is not one of final proof. The tenant is not required to establish the defence conclusively at that stage. The enquiry, nevertheless, is whether the facts and material placed on record disclose a defence which, if established, would disentitle the landlord from obtaining an order of eviction. A plea which is merely speculative, or which does not have a bearing upon the statutory ingredients of Section 14(1)(e) of the DRC Act, would not warrant a trial merely because it has been articulated in the Application seeking Leave to Defend.

119. In the present case, the objection concerning the consent of Anjali Vaid is not supported by material demonstrating her disagreement with the institution of eviction proceedings. The pendency of the civil proceedings concerning the estate of late Y.N. Gupta does not, in the absence of any order restraining the Landlords or material displacing their better title *vis-à-vis* the Tenants, render the Eviction Petition non-maintainable. The expiry of the particular commercial offer does not extinguish the underlying requirement pleaded by Respondent No. 1. The subsequent medical record, by itself, does not establish that the pleaded condition or requirement was fabricated. The properties identified as alternative accommodation have been considered by the learned ARC, and the Tenants have not placed material demonstrating that any of them, including E-16, was vacant and reasonably suitable for the requirement at the relevant time. The objection founded upon RC ARC No. 10/2022, though not adverted to in the Impugned Order, does not, even at its highest, disclose any inconsistency, having regard to the distinct questions and

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Signing Date:19.11.2026 15:46:04

the distinct requirements arising in the two proceedings.

120. The authorities relied upon by the Tenants do not lead to a contrary conclusion. ***India Umbrella Manufacturing Co.*** *(supra)* does not assist them in the absence of material establishing actual disagreement by the other co-owner. ***Ved Prakash*** *(supra)* arose from a decision rendered after trial, where the landlord had neither disclosed his other properties nor satisfactorily explained their letting or sale, circumstances which are not present in the matter at hand. ***Renu Mehta*** *(supra)* concerned alternative premises whose ownership was initially denied and subsequently admitted, with their suitability remaining unresolved; the present case does not disclose a comparable factual situation. The principles laid down in these decisions have been kept in view, but their application does not warrant a different result on the facts and material placed before the learned ARC.

121. On an overall consideration of the Impugned Order and the Review Order, this Court finds that the learned ARC has considered the material objections raised by the Tenants and returned findings supported by the record.

122. In view of the foregoing discussion, this Court finds no jurisdictional error, material irregularity, perversity or error apparent on the face of the record in the Impugned Order or the Review Order, warranting interference in the limited revisional jurisdiction vested in this Court under the *proviso* to Section 25-B(8) of the DRC Act.

***DECISION:***

123. Accordingly, the present Petitions, RC.REV. 357/2026 and RC.REV. 361/2026, being *sans* merit, are dismissed. The Impugned Order dated 24.03.2026 and the Review Order dated 11.07.2026 are

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Signing Date:19.11.2026 15:46:04

upheld.

124. The present Petitions, along with pending Application(s), if any, stand disposed of in the aforementioned terms.

125. There shall be no Order as to the Costs.

**HARISH VAIDYANATHAN SHANKAR, J.**

**NOVEMBER 18, 2026/ DJ**

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