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

Judgment reserved on: 08.10.2026
Judgment pronounced on: 27.11.2026

\# **CNR No. DLHC010096152026**

\+ RC.REV. 74/2026, CM APPL. 16424/2026 (Stay) & CM APPL. 69661/2026

SURENDER KUMAR ARORA @ SURIENDER ARORA

.....Petitioner

Through: Mr. Devashish Bharuka, Senior Advocate with Mr. Rajat Sangwan and Mr. Sumit Kumar Sharma, Advocates.

versus

VICKY ARORA

.....Respondent

Through: Mr. Abhimanyu Singla and Ms. Neha Sareen, Advocates.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Revision Petition, filed under the *proviso* to Section 25-B(8) of the **Delhi Rent Control Act, 1958**[1], seeks to assail the **Order dated 18.09.2025**[2], passed by the learned **Additional Rent Controller-02 (Central), Tis Hazari Courts, Delhi**[3], in the Eviction Petition, being **RC ARC No. 224/2024**[4], titled "*Vicky Arora v.*

[1] DRC Act
[2] Impugned Order
[3] Rent Controller
[4] Eviction Petition

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Surender Kumar Arora @ Suriender Arora".

2. By way of the Impugned Order, the **Application seeking Leave to Defend**[5] filed on behalf of the Petitioner was 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 the shop bearing **Private No. 105-B (forming part of Shop No. 105), Gaffar Market, Ajmal Khan Road, Karol Bagh, New Delhi-110005**[6]. The Petitioner was also directed to pay costs of Rs. 25,000/- to the Respondent.

3. The Petitioner is the tenant in the Tenanted Premises and was the respondent in the Eviction Petition, while the Respondent is the landlord and was the petitioner in the Eviction Petition. It may be noted, at the outset, that in the pleadings before the learned Rent Controller, as also in the Impugned Order, the Respondent herein has been referred to as the ***"petitioner"*** and the Petitioner herein as the ***"respondent"***. The extracts from the said pleadings and from the Impugned Order, reproduced in the course of this Judgment, are to be read accordingly.

BRIEF FACTS:

Shop No. 105 and the Tenancy

4. By an Indenture of **Lease dated 15.04.1969**[7], executed on behalf of the President of India, the land underneath the shop bearing **No. 105, Gaffar Market, Karol Bagh, New Delhi**[8], admeasuring 30 sq. yards, was demised in favour of Sh. Parkash Raj Arora, the grandfather of the Respondent, and one Sh. Prem Nath, for a period of

[5] Leave to Defend Application
[6] Tenanted Premises
[7] Lease Deed
[8] Shop No. 105

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99 years.

5. Upon the demise of Sh. Parkash Raj Arora on 22.12.1976, his share devolved upon his son, Sh. Raj Kumar Arora, the father of the Respondent. By a registered Release Deed dated 13.03.1985, the other lessee, Sh. Prem Nath relinquished his share in Shop No. 105 in favour of Sh. Raj Kumar Arora, who thereby became the sole lessee thereof.

6. It is the case of the Respondent that Sh. Raj Kumar Arora carved out two smaller units from Shop No. 105, opening on the side lane, which were privately numbered as 105-A and 105-B, and let them out. The Tenanted Premises, *i.e.*, the unit bearing Private No. 105-B, came to be let out by Sh. Raj Kumar Arora, described therein as the owner, to the Petitioner by a **Deed of Rent dated 18.04.1994**[9], at a monthly rent of Rs. 650/-, exclusive of electricity charges.

7. The Rent Deed describes the said unit as a side accommodation admeasuring 7 ft. in length, 9 inches in width and 8½ ft. in height. The Petitioner has, since then, been carrying on the business of selling kids' wear, infant accessories, night wear and undergarments therefrom, under the name and style of *"Jyoti Fashion"*.

8. In the year 2005, Sh. Raj Kumar Arora instituted an eviction petition against the Petitioner under Section 14(1)(a) of the DRC Act, being **E-66/2005**[10], on the ground of non-payment of rent. The Previous Eviction Petition was decided on 21.12.2010, the Petitioner having been extended the benefit of Section 14(2) of the DRC Act, and the Petitioner having undertaken to pay the enhanced rent of Rs. 1,200/- per month with effect from 01.01.2011. It is the case of the

[9] Rent Deed
[10] Previous Eviction Petition

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Respondent that no rent has been paid by the Petitioner thereafter.

9. In the *interregnum*, Smt. Sunita Arora, the mother of the Respondent, acting as the Special Power of Attorney holder of Sh. Raj Kumar Arora under a Special Power of Attorney dated 29.09.2008, executed a registered **Gift Deed dated 17.11.2008**[11] in respect of Shop No. 105 in favour of the Respondent.

10. Sh. Raj Kumar Arora passed away on 02.02.2010. Thereafter, a registered **Conveyance Deed dated 01.04.2016**[12] came to be executed by the North Delhi Municipal Corporation in favour of the Respondent, converting Shop No. 105 into freehold.

The Eviction Petition

11. In April, 2024, the Respondent instituted the Eviction Petition under Section 14(1)(e) read with Section 25-B of the DRC Act. It was pleaded therein that the Respondent runs a handloom business from Shop No. 105, under the name and style of *"M/s New Seema Handloom House"*.

12. It was pleaded that, over time, the market for handloom articles has shifted away from Gaffar Market, which has come to be known for fashion wear, jeans, baby wear and branded clothes, and that the Respondent, in order to keep pace with the said trend, needs to upgrade his business by introducing branded readymade garments.

13. It was further pleaded that the Tenanted Premises, along with the adjoining unit bearing Private No. 105-A, open onto a lane having heavy footfall, which would afford space for showcasing and displaying the goods, including by the deployment of mannequins, to the customers. The Respondent pleaded that he intends to integrate his

[11] Gift Deed
[12] Conveyance Deed

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existing shop with the said units, so as to create an establishment having frontage on two sides, and to engage his wife, Smt. Nidhi Arora, a graduate in Commerce, to manage a counter selling readymade garments.

14. It was also averred that the Respondent does not own or possess any other reasonably suitable commercial accommodation for the said purpose. It was also stated in the Eviction Petition that the electricity connection in the Tenanted Premises stands in the name of the Petitioner, having been procured by him. A separate eviction petition, being RC ARC No. 225/2024, was instituted by the Respondent against the tenant of the unit bearing Private No. 105-A.

Leave to Defend Application

15. Upon service of summons, the Petitioner filed the Leave to Defend Application, along with a supporting affidavit dated 04.05.2024.

16. The plea, *inter alia,* taken therein was that the Respondent is not the owner of the Tenanted Premises. It was pleaded that the Tenanted Premises are an almirah type structure, approximately 15 inches in depth and 7 feet in length, erected upon the municipal passage adjoining Shop No. 105, which had been encroached upon by squatters in or about the 1970s, and that, upon the intervention of the market association, the municipal authorities permitted only such almirah type structures to remain. According to the Petitioner, the shopkeepers on whose walls such structures were hooked compelled the squatters to execute rent deeds, and the rent paid by him was, in reality, extortion money paid to buy peace.

17. It was further pleaded that the Respondent had concealed a third unit, bearing Private No. 105-C, which had been let out to *"M/s Raju*

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Watch" and which, according to the Petitioner, was got vacated after the institution of the Eviction Petition and has been kept locked since. It was also pleaded that the wife of the Respondent owns a commercial property bearing **No. 1346, Naiwala, Karol Bagh, New Delhi**[13], admeasuring 488 sq. ft., which has always been used as a shop and godown, and that the second and third floors of Shop No. 105 are used by the Respondent for entertaining wholesale customers.

18. The Respondent filed his Reply, by way of an affidavit dated 05.08.2024, denying the said averments. It was stated therein, *inter alia*, that the tenancy and the identity of the Tenanted Premises stood admitted by the Petitioner in the Previous Eviction Petition, that Shop No. 105 is a corner shop in respect of which a minor discrepancy in area is of no consequence, that no unit bearing Private No. 105-C exists, and that the Naiwala Property is situated on the first floor, more than a kilometre away from Shop No. 105, in a market known for automobile spare parts, and was used only for storing goods meant for sale from Shop No. 105. The Petitioner filed his Rejoinder thereto on 23.08.2024.

Impugned Order

19. By way of the Impugned Order, the learned Rent Controller dismissed the Leave to Defend Application. The learned Rent Controller held, *inter alia*, that the Rent Deed stood admitted, that the reference therein to "105-A" was an inadvertent error, and that the Tenanted Premises were identified, by the recital in the Rent Deed, the site plans filed in the Previous Eviction Petition and in the Eviction Petition, and the visiting card of the Petitioner's business, as the unit bearing Private No. 105-B, situated to the right of the unit bearing

[13] Naiwala Property

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Private No. 105-A.

20. It was held that the Petitioner, having taken the Tenanted Premises on rent, could not question the area of Shop No. 105 or the alleged breach of the Lease Deed, these being matters between the Respondent and the municipal authority, and that such a challenge would amount to a denial of the Respondent's title, which is barred by Section 116 of the Indian Evidence Act, 1872, corresponding to Section 122 of the Bharatiya Sakshya Adhiniyam, 2023. It was, accordingly, held that the Tenanted Premises are a separate unit created out of Shop No. 105, and that the ownership of the Respondent and the relationship of landlord and tenant stood established.

21. On the aspects of *bona fide* requirement and alternative accommodation, the learned Rent Controller held that the requirement of the landlord is to be presumed to be genuine, that the landlord is the best judge of his requirement, that a person is entitled to expand his business, and that the association of the wife of the Respondent with the online business does not detract from the requirement pleaded. It was held that the upper floors of Shop No. 105 and the Naiwala Property are not reasonably suitable for the requirement of expanding the retail business already being run from Shop No. 105. Holding that no triable issue had been raised, the learned Rent Controller allowed the Eviction Petition, subject to the period of six months stipulated under Section 14(7) of the DRC Act, and imposed costs of Rs. 25,000/- upon the Petitioner for having raised a false plea denying the ownership of the Respondent.

Present Petition

22. Aggrieved by the Impugned Order, the Petitioner has preferred

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the present Petition. The matter was heard finally, with the consent of the learned counsel for the parties, and the Judgment was reserved.

SUBMISSIONS ON BEHALF OF THE PETITIONER:

23. Learned Senior Counsel appearing on behalf of the Petitioner would contend that the Impugned Order is unsustainable, inasmuch as leave to defend has been declined in a case where the very identity of the Tenanted Premises, and the title thereto of the Respondent, stood specifically disputed, and that the learned Rent Controller has, at the summary stage, decided *"triable issues"* which could only have been determined after a full-fledged trial.

24. It would be submitted that the Tenanted Premises are not a part of Shop No. 105, but are an almirah type structure, about 15 inches in depth, standing upon the municipal passage adjoining Shop No. 105, which had been encroached upon by squatters, and that the Petitioner came to occupy the same through one Sh. Kishan Lal Chhabra, who had been squatting along the wall of Shop No. 105 since the year 1972. It would be contended that the Rent Deed was executed under compulsion, and that the rent paid thereunder was, in truth, money paid to buy peace. Learned Senior Counsel would point out, in this regard, that Shop No. 105 admeasures only 30 sq. yards, i.e., 270 sq. ft., whereas the site plan filed by the Respondent himself depicts it as 10 ft. 9 inches x 26 ft., i.e., about 283.4 sq. ft. or 31.4 sq. yards, and would submit that the units bearing Private Nos. 105-A, 105-B and 105-C could not have been carved out of the area so demised.

25. Learned Senior Counsel would further draw the attention of this Court to the Lease Deed, the Release Deed, the Special Power of Attorney, the Gift Deed and the Conveyance Deed, to submit that each of them relates only to Shop No. 105 admeasuring 30 sq. yards and

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makes no reference whatsoever to the Tenanted Premises, and that house tax has always been paid only in respect of Shop No. 105. It would be pointed out that the Conveyance Deed records the eastern boundary of Shop No. 105, i.e., the side on which the Tenanted Premises are situated, as an *"Open Verandah"*, and stipulates, in Clause 10 thereof, that the same shall stand revoked if the purchaser is found to have encroached upon any Government or municipal public land. It would also be submitted that Clause 1(vii) of the Lease Deed prohibits sub-division without the prior written permission of the lessor, which was admittedly never obtained, and that the father of the Respondent, being a mere lessee, could not have conveyed, by way of the Gift Deed, a title greater than the one he held. It would, thus, be contended that the Respondent is not the *"owner"* of the Tenanted Premises within the meaning of Section 14(1)(e) of the DRC Act.

26. It would be contended that the learned Rent Controller, in Paragraph Nos. 10.7, 10.8 and 10.10 of the Impugned Order, has brushed aside the aforesaid objections by treating them as matters between the Respondent and the municipal authority, and by invoking the rule of estoppel under Section 116 of the Indian Evidence Act, 1872. It would be submitted that the said provision does not preclude a tenant from disputing the identity or the extent of the demised premises, and cannot be employed to validate an encroachment upon public land.

27. On the aspect of the *bona fide* requirement, it would be submitted that the requirement pleaded is, at best, one for additional accommodation for the expansion of a flourishing business, with which the wife of the Respondent is already associated through online trading, and that the Respondent did not place on record his income

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tax returns or accounts to show any decline in his business. It would be contended that the Tenanted Premises, being an almirah type structure of a few square feet, are inherently unsuitable for the proposed business. It would further be contended that the Respondent concealed the unit bearing Private No. 105-C, which had been let out to *"M/s Raju Watch"*, was got vacated after the institution of the Eviction Petition, and is lying locked, and that the learned Rent Controller has failed to deal with this plea altogether. Lastly, it would be submitted that the Naiwala Property and the upper floors of Shop No. 105 constitute reasonably suitable alternative accommodation, and that the learned Rent Controller has rejected the same merely on the assertion of the Respondent. It would, accordingly, be prayed that the Impugned Order be set aside and leave to defend be granted to the Petitioner.

28. No other submissions were advanced on behalf of the Petitioner.

SUBMISSIONS ON BEHALF OF THE RESPONDENT:

29. ***Per contra,*** learned counsel appearing on behalf of the Respondent would support the Impugned Order, and would submit that the same has been passed upon due consideration of the material on record and calls for no interference in the limited revisional jurisdiction of this Court under the *proviso* to Section 25-B(8) of the DRC Act. It would be submitted that this Court does not sit in appeal over the findings of the learned Rent Controller, and that the only question is whether the affidavit of the tenant discloses facts which, if proved, would disentitle the landlord from obtaining an order of eviction, which, according to the learned counsel, the affidavit of the Petitioner does not.

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30. It would be submitted that the Petitioner was inducted as a tenant in the Tenanted Premises by the father of the Respondent under the Rent Deed, the execution of which was conceded before the learned Rent Controller, and that the Petitioner had, in the Previous Eviction Petition, admitted the tenancy as well as the description of the Tenanted Premises, and had availed of the benefit of Section 14(2) of the DRC Act on that footing. Reliance would also be placed upon the site plans filed in the Previous Eviction Petition and in the Eviction Petition, neither of which was ever controverted by the Petitioner by a site plan of his own. It would be contended that the reference to "105-A" in the Rent Deed is an inadvertent error, and that the identity of the Tenanted Premises was never in doubt. It would further be submitted that Sh. Kishan Lal Chhabra had no connection with the tenancy created in favour of the Petitioner, and that the pleas of coercion and extortion, raised for the first time three decades after the execution of the Rent Deed, are vague and bereft of any particulars.

31. It would further be submitted that the Petitioner, having been let into possession by the father of the Respondent, is estopped under Section 116 of the Indian Evidence Act, 1872, corresponding to Section 122 of the Bharatiya Sakshya Adhiniyam, 2023, from denying the title of his landlord, and that the plea of encroachment upon municipal land is nothing but a denial of such title. It would be contended that the expression *"owner"*, occurring in Section 14(1)(e) of the DRC Act, is to be understood *vis-à-vis* the tenant, and that the Respondent, who traces his title to Shop No. 105 through the Lease Deed, the Release Deed and the Gift Deed, and in whose favour the Conveyance Deed has been executed by the municipal authority itself,

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is clearly the owner of Shop No. 105, of which the Tenanted Premises form part.

32. It would be pointed out that the plea that the father of the Respondent, being a lessee, could not have gifted Shop No. 105 was never raised before the learned Rent Controller, and that the Petitioner, in the very affidavit filed in support of the Leave to Defend Application, has claimed to have perfected his title by adverse possession against the Municipal Corporation, which plea is wholly inconsistent with his own status as a tenant and exposes the want of *bona fides* in his defence.

33. It would be submitted that Shop No. 105 is a corner shop, in respect of which precise measurements are not usually considered at the time of allotment, and that the minor variation between the area mentioned in the documents of title and that depicted in the site plan is of no consequence. It would be contended that the question of any sub-division contrary to Clause 1(vii) of the Lease Deed, or of any encroachment within the meaning of Clause 10 of the Conveyance Deed, is one exclusively between the Respondent and the municipal authority, which has never alleged any such breach, and has, on the contrary, itself converted Shop No. 105 into freehold. It would be submitted that the Petitioner cannot set up the alleged rights of a third party in the land to defeat the claim of his own landlord.

34. On the aspect of the *bona fide* requirement, it would be submitted that the Respondent has specifically pleaded the shift in the character of Gaffar Market from handloom articles to fashion wear and branded clothes, the consequent need to change the line of his business to branded readymade garments, and the engagement of his wife, a graduate in Commerce, to manage a counter therein, for which

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purpose the Tenanted Premises and the unit bearing Private No. 105-A, both opening onto the lane having heavy footfall, are required to be integrated with Shop No. 105, so as to create a frontage on two sides. It would be contended that a requirement for additional accommodation, or for the expansion of an existing business, is no less *bona fide*, that it is not for the tenant to dictate to the landlord how much space is adequate or how his premises ought to be used, and that neither the association of the wife of the Respondent with the online business nor the non-production of income tax returns detracts from the requirement so pleaded. It would also be pointed out that the Petitioner has himself been selling garments from the very premises which he now contends to be unsuitable for such a business.

35. Insofar as the alternative accommodation is concerned, it would be submitted that no unit bearing Private No. 105-C exists, and that the plea in this regard is a bald one, unsupported by any material, and is, in any event, self-contradictory, the Petitioner himself contending that all such units are encroachments to which the Respondent has no title. It would be submitted that the Naiwala Property belongs to the wife of the Respondent, is situated on the first floor, more than a kilometre away from Shop No. 105, in a market known for automobile spare parts, and was used only for storing goods meant for sale from Shop No. 105, and that the upper floors of Shop No. 105 are already in use by the Respondent. It would be contended that neither of them would afford the ground floor frontage upon the lane, which is the very essence of the requirement pleaded. It would, accordingly, be prayed that the present Petition be dismissed.

ANALYSIS:

36. This Court has heard the learned counsel appearing on behalf of

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the parties, and with their able assistance, perused the material available on record.

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

38. Before proceeding to examine the grounds of challenge urged on behalf of the Petitioner, 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.

39. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in ***Sarla Ahuja v. United India Insurance Co. Ltd.***[14], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[15], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[16], has consistently held that the jurisdiction exercised by the High Court under the *proviso* to Section 25-B(8) of the DRC Act is supervisory and revisional in character and cannot be equated with the exercise of appellate jurisdiction. The aforesaid principles have also been reiterated and relied upon by Coordinate Benches of this Court, *inter*

[14] (1998) 8 SCC 119
[15] (2014) 9 SCC 78
[16] (2022) 6 SCC 30

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alia, in ***Pankaj Pahwa v. Prem Wati & Ors.***[17], and ***Sanjeev Hiranandani v. Sunny Grover***[18].

40. In ***Abid-Ul-Islam*** *(supra)*, the Hon'ble Supreme Court, while 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, 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."
>
> ***(Emphasis supplied)***

41. It is equally well settled that the learned Rent Controller is to grant leave to contest only where the affidavit filed by the tenant discloses facts which, if established, would disentitle the landlord from obtaining an order of eviction. Section 25-B(5) of the DRC Act reads as under:

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[17] 2024:DHC:9322
[18] 2025:DHC:11285

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> "**(5)** The Controller shall give to the tenant leave to contest the application if the affidavit filed by the tenant discloses such facts as would disentitle the landlord from obtaining an order for the recovery of possession of the premises on the ground specified in clause (e) of the proviso to sub-section (1) of section 14, or under section 14A."
>
> ***(Emphasis supplied)***

42. The test, thus, is not whether the tenant has raised a dispute, but whether the facts disclosed in his affidavit, if proved, would disentitle the landlord. A plea which is vague, bald, or inconsistent with the admitted position on record, or which, even if accepted, would not defeat the claim of the landlord, does not give rise to a triable issue. The enquiry of this Court, in turn, is confined to whether the learned Rent Controller, in applying the said test to the affidavit before him, has committed a jurisdictional error, a material irregularity, or an error apparent on the face of the record. Equally, it is only the facts disclosed in the affidavit filed before the learned Rent Controller that are to be so tested, and not pleas which are sought to be raised for the first time before this Court.

Contours of the Challenge

43. A landlord seeking eviction under Section 14(1)(e) of the DRC Act is required to establish that a relationship of landlord and tenant subsists between the parties, that the premises are required *bona fide* by him for himself or for any member of his family dependent upon him, and that he has no other reasonably suitable alternative accommodation.

44. The principal challenge laid by the Petitioner is directed against the first of the aforesaid ingredients. The Petitioner contends that the Tenanted Premises are not a part of Shop No. 105 at all, but an almirah type structure on the municipal passage, and that the

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Respondent, therefore, is not its owner, and hence no landlord-tenant relationship exist between the parties.

45. This contention is sought to be supported by the discrepancy between the area of Shop No. 105 as allotted and as depicted in the site plan, the bar against sub-division contained in Clause 1(vii) of the Lease Deed, and the absence of any reference to the Tenanted Premises in the documents of title of the Respondent. The challenge to the remaining two ingredients rests upon the alleged concealment of the unit bearing Private No. 105-C, the nature of the requirement pleaded, the suitability of the Tenanted Premises, and the alleged availability of alternative accommodation.

46. This Court shall first examine the challenge to the identity of the Tenanted Premises and to the title of the Respondent, and shall thereafter advert to the challenge to the *bona fide* requirement and to the availability of alternative accommodation.

Identity of the Tenanted Premises and the Plea of Encroachment

47. A perusal of the Impugned Order would reflect that the plea of the Petitioner that the Tenanted Premises do not form part of Shop No. 105 has been examined by the learned Rent Controller in Paragraph Nos. 10 to 10.10 of the Impugned Order. The relevant findings read as under:

> "**10.3** It is observed that at the very first, the deed of rent relied upon by the petitioner has not been denied on behalf of the respondent and rather during the arguments counsel for respondent has duly conceded about the execution of said agreement between both the parties. In the application for leave to defend in para no. 18, the respondent has categorically stated that rent was paid by him to the petitioner, though with some reservations. Accordingly, the said rent deed is certainly reliable document. …
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> *****
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> **10.4** … Said finding is further corroborated from the one document, which is the visiting card in the name of business as 'Jyoti Fashion' wherein the name of the respondent is mentioned

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alongwith mobile number. The genuineness of the said document has not been denied on behalf of respondent in any manner … Now as per the said document, address of the said business has been mentioned as 'side shop no. 105B'. …

*****

10.6 … In the said rent deed, the premises given on rent to the respondent were mentioned as 'shop', though the shop number was mentioned as shop no. 105 A instead of shop no. 105 B. If the said shop bearing no. 105 A (105 B) was not the part of shop no. 105 and was only an encroached area, there was no occasion or reason for the respondent to enter into a rent agreement with the father of petitioner. Now after expiry of more than 30 years, the respondent cannot be allowed to take a vague plea that he was compelled to enter into the said rent agreement by the father of the petitioner. The respondent at no point of time ever challenged the said rent deed and on the contrary has duly admitted the same during the previous eviction petition as well as in the present eviction petition, as discussed above.

10.7 Now with respect to the area of the shop no. 105 or the area with respect to shop no. 105 B, it is observed that once it has been established that the respondent is in possession of shop no. 105 B as a tenant, the respondent has no right to challenge or question the area of the shop in possession of the petitioner. Again as mentioned above, the respondent had not filed any site plan so as to demarcate that how much area was under his tenancy and how much area he had allegedly occupied. Accordingly, on the basis of vague plea raised by him, he cannot be allowed to retain the possession of the tenanted shop by taking refuge to the illegal action of encroachment. Even though there is a difference in the area of shop no. 105 as mentioned in the lease deed and as mentioned in the conveyance deed, it was the matter between the petitioner and the executant of the conveyance deed i.e. NDMC and respondent cannot be allowed to challenge the same. Rather the challenge to the area in possession of the petitioner in the shop no. 105 would amount to the denial of the ownership of the petitioner in the tenanted premises, for which the respondent cannot be allowed in view of the provision of section 116 of IEA (122 BSA).

10.8 It is further observed that if the petitioner had violated any terms of the lease deed by sub division of the allotted shop bearing no. 105, it was again the matter between the petitioner and the NDMC and the respondent had no right to challenge the same and on this basis, respondent cannot be allowed to deny his tenancy on the basis of same despite execution of rent deed.

10.10. Accordingly in view of aforesaid discussion, it can be safely concluded that the shop bearing no. 105 B is the separate unit created out of shop no. 105 only and the respondent is in possession as a tenant of shop no. 105 B which is on the right side of shop no. 105 A."

(Emphasis supplied)

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48. A reading of the aforesaid findings would show that the learned Rent Controller has not proceeded upon any presumption, but upon material which was either admitted or not disputed by the Petitioner. The execution of the Rent Deed was conceded. The Petitioner had, in the Previous Eviction Petition, admitted the tenancy and the description of the Tenanted Premises, and had availed of the benefit of Section 14(2) of the DRC Act on that footing. The visiting card of the Petitioner's own business describes its address as *"Side Shop No. 105 B"*. The site plans filed in the Previous Eviction Petition as well as in the Eviction Petition depict the Tenanted Premises to the right of the unit bearing Private No. 105-A, and the Petitioner, on neither occasion, filed a site plan of his own to controvert the same. The reference to *"105-A"* in the operative part of the Rent Deed has been explained, on the basis of its own recital and the aforesaid material, as an inadvertent error. None of these findings can be said to be perverse or unsupported by the record.

49. The plea of the Petitioner, stripped of its details, is not that he occupies some premises other than the one let out to him, but that the premises let out to him, in his possession, do not belong to his landlord. However, the Petitioner does not dispute that he took the Tenanted Premises on rent from the father of the Respondent in the year 1994, that he paid rent therefor, and that he contested the Previous Eviction Petition as a tenant thereto.

50. This Court is of the considered view that the assertion that the Tenanted Premises stand, in whole or in part, upon the municipal passage does not detract from the fact that the Petitioner was inducted into, and holds, the Tenanted Premises under the Respondent and his

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predecessor-in-interest. Therefore, whether the structure in question projects beyond the limits of the land demised under the Lease Deed is a matter which may concern the Respondent and the Municipal Authority, but confers no right upon the Petitioner to resist eviction at the instance of the very person under whom he holds.

51. The plea that the Rent Deed was executed under coercion, and that the rent paid was in the nature of extortion money, is not supported by any particulars, and has been raised for the first time, three decades after the execution of the Rent Deed, and after the Petitioner had, in the Previous Eviction Petition, sought and obtained the benefit of Section 14(2) of the DRC Act on the footing of the very tenancy which he now seeks to disown. To this Court's mind, the learned Rent Controller was, therefore, justified in treating the said plea as vague.

52. Significantly, in the affidavit filed in support of the Leave to Defend Application, the Petitioner has averred that he has perfected his title to the Tenanted Premises by adverse possession, the land, according to him, belonging to the Municipal Corporation. The said averment is irreconcilable with the admitted position that the Petitioner entered into possession as a tenant under the Rent Deed and has continued in possession as such. A tenant, whose possession is referable to the tenancy, cannot set up a hostile title in himself, much less a title claimed against a third party, so as to resist the claim of his landlord. A defence which rests upon such mutually destructive pleas cannot be characterised as *bona fide*.

Area of Shop No. 105 and Clause 1(vii) of the Lease Deed

53. The argument advanced on behalf of the Petitioner with respect to variance in area of the shop also does not carry the matter any

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further. The difference between the area of 30 sq. yards, *i.e.*, 270 sq. ft., mentioned in the Lease Deed and the Gift Deed, and the area of about 283.4 sq. ft. depicted in the site plan, is of about 13 sq. ft. However, the Petitioner, on his part, did not file any site plan, or any material, to demonstrate where the boundaries of Shop No. 105 lie, or what portion of the Tenanted Premises falls outside the same.

54. More fundamentally, the argument, even if accepted at its highest, would only establish that a part of the structure presently occupied by the units bearing Private Nos. 105-A, 105-B and 105-C may lie beyond the land demised under the Lease Deed. It would not establish that the Tenanted Premises belong to the Petitioner, or that the Petitioner holds them under anyone other than the Respondent. The question whether the Respondent has, in raising or retaining the said structure, exceeded the limits of his holding is one between the Respondent and the municipal authority, as rightly held by the learned Rent Controller in Paragraph No. 10.7 of the Impugned Order. It is not a question upon which the tenant can found a defence to the claim of his landlord.

55. The same holds good for the plea based upon Clause 1(vii) of the Lease Deed. The covenant against sub-division is one between the lessor and the lessee, and is enforceable by the lessor. A tenant who has been inducted into, and has enjoyed, a portion of the premises on the basis of such sub-division cannot invoke the said covenant to defeat the claim of the very landlord who inducted him.

56. It may also be noticed that the lessor, which alone could have enforced the said covenant, has not done so. On the contrary, the land underneath Shop No. 105 has, since, been converted into freehold by the Conveyance Deed executed by the North Delhi Municipal

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Corporation itself in favour of the Respondent. The learned Rent Controller was, therefore, right in holding, in Paragraph No. 10.8 of the Impugned Order, that any violation of the terms of the Lease Deed was a matter between the Respondent and the municipal authority, and could not be set up by the Petitioner to deny the tenancy.

57. Further, the reliance placed upon the Conveyance Deed also does not advance the case of the Petitioner. The description of the eastern boundary of Shop No. 105 as an *"Open Verandah"*, and the stipulation in Clause 10 thereof that the Conveyance Deed shall stand revoked if the purchaser is found to have encroached upon Government or municipal public land, at best indicate that the extent of the land conveyed, and any encroachment beyond it, are matters which the municipal authority may, if so advised, take up with the Respondent. The said stipulation is a covenant for the benefit of the vendor, enforceable by the vendor against the purchaser. It neither confers any right upon a tenant inducted by the purchaser or his predecessor-in-interest, nor diminishes, as against such a tenant, the title of his landlord.

58. Nothing has been placed on record to show that the municipal authority has taken any action under the said Clause, or has otherwise sought to question the Conveyance Deed. Indeed, it is the Petitioner's own case, in the affidavit filed in support of the Leave to Defend Application, that the Municipal Corporation has not taken any action in respect of the alleged encroachment for more than thirty years. The Petitioner, who claims to be in possession of the Tenanted Premises only by virtue of the tenancy created in his favour by the father of the Respondent, cannot set up the alleged rights of the municipal authority in the land as a shield against the claim of his own landlord.

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Ownership of the Respondent and the Bar under Section 116 of the Indian Evidence Act, 1872

59. The expression *"owner"*, occurring in Section 14(1)(e) of the DRC Act, does not connote an absolute owner. It is well settled that, for the purposes of the said provision, the landlord is only required to show that his title is better than that of the tenant. In ***Shanti Sharma v. Ved Prabha***[19], the Hon'ble Supreme Court, while dealing with a case where the landlord held the land under a long lease from the Delhi Development Authority and had built the structure thereon, held as under:

> "**14.** … Ordinarily, the concept of ownership may be what is contended by the counsel for the appellant but in the modern context where it is more or less admitted that all lands belong to the State, the persons who hold properties will only be lessees or the persons holding the land on some term from the government or the authorities constituted by the State and in this view of the matter it could not be thought of that the legislature when it used the term 'owner' in the provision of Section 14(1)(*e*) it thought of ownership as absolute ownership. It must be presumed that the concept of ownership only will be as it is understood at present. It could not be doubted that the term 'owner' has to be understood in the context of the background of the law and what is contemplated in the scheme of the Act. This Act has been enacted for protection of the tenants. But at the same time it has provided that the landlord under certain circumstances will be entitled to eviction and bona fide requirement is one of such grounds on the basis of which landlords have been permitted to have eviction of a tenant. In this context, the phrase 'owner' thereof has to be understood, and it is clear that what is contemplated is that where the person builds up his property and lets out to the tenant and subsequently needs it for his own use, he should be entitled to an order or decree for eviction the only thing necessary for him to prove is bona fide requirement and that he is the owner thereof. In this context, what appears to be the meaning of the term 'owner' is vis-a-vis the tenant i.e. the owner should be something more than the tenant. Admittedly in these cases where the plot of land is taken on lease the structure is built by the landlord and admittedly he is the owner of the structure. So far as the land is concerned he holds a long lease and in this view of the matter as against the tenant it could not be doubted that he

[19] (1987) 4 SCC 193

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will fall within the ambit of the meaning of the term 'owner' as is contemplated under this section. …"

(Emphasis supplied)

60. In the present case, the Respondent has placed on record the chain of documents by which Shop No. 105 came to vest in him, culminating in the Conveyance Deed executed in his favour by the municipal authority. The Tenanted Premises have been found, for the reasons noticed hereinabove, to be a unit carved out of Shop No. 105. The absence of a separate reference to the Tenanted Premises in the Gift Deed or the Conveyance Deed, or in the house tax record, is, therefore, of no consequence, the said documents relating to Shop No. 105 as a whole, of which the Tenanted Premises form a part. As against the Petitioner, who claims no title in himself except the untenable plea of adverse possession noticed hereinabove, the Respondent is clearly *"something more than the tenant"*. The position is not altered by the stipulation contained in Clause 10 of the Conveyance Deed. In ***Shanti Sharma*** *(supra)*, a notice for the cancellation of the lease of the plot on which a portion of the premises stood had, in fact, been issued, and the Hon'ble Supreme Court, in Paragraph No. 19 thereof, nonetheless held that the landlord had not ceased to be the owner, since the lease had not come to an end and no steps had been taken for his dispossession. In the present case, the municipal authority has not even initiated any such step.

61. That apart, the Petitioner is precluded from questioning the title of his landlord by the rule of estoppel embodied in Section 116 of the Indian Evidence Act, 1872, which corresponds to Section 122 of the Bharatiya Sakshya Adhiniyam, 2023. Section 116 of the Indian Evidence Act, 1872 reads as under:

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> "**116. Estoppel of tenant; and of licensee of person in possession.**—No tenant of immoveable property, or person claiming through such tenant, shall, during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immoveable property; and no person who came upon any immoveable property by the licence of the person in possession thereof shall be permitted to deny that such person had a title to such possession at the time when such licence was given."
>
> ***(Emphasis supplied)***

62. The rationale underlying the said rule was explained by the Hon'ble Supreme Court in ***Bansraj Laltaprasad Mishra v. Stanley Parker Jones***[20], in the following terms:

> "**13.** The underlying policy of Section 116 is that where a person has been brought into possession as a tenant by the landlord and if that tenant is permitted to question the title of the landlord at the time of the settlement, then that will give rise to extreme confusion in the matter of relationship of the landlord and tenant and so the equitable principle of estoppel has been incorporated by the legislature in the said section.
> **14.** The principle of estoppel arising from the contract of tenancy is based upon a healthy and salutary principle of law and justice that a tenant who could not have got possession but for his contract of tenancy admitting the right of the landlord should not be allowed to launch his landlord in some inequitable situation taking undue advantage of the possession that he got and any probable defect in the title of his landlord. It is on account of such a contract of tenancy and as a result of the tenant's entry into possession on the admission of the landlord's title that the principle of estoppel is attracted.
> **15.** Section 116 enumerates the principle of estoppel which is merely an extension of the principle that no person is allowed to approbate and reprobate at the same time."
>
> ***(Emphasis supplied)***

63. The Petitioner was brought into possession of the Tenanted Premises by the father of the Respondent, who is described in the Rent Deed as the owner thereof. The plea that the said premises stand upon municipal land, and that the father of the Respondent, therefore, had no title to let them out, is a plea that the landlord had no title at the

[20] (2006) 3 SCC 91

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beginning of the tenancy. That is precisely what Section 116 of the Indian Evidence Act, 1872 forbids. The Petitioner, who could not have obtained possession of the Tenanted Premises but for the tenancy so created, cannot now take advantage of that possession, and of any alleged defect in the title of his landlord, to resist the claim of the latter. That is the very mischief which, as explained in ***Bansraj** (supra)*, the rule of estoppel seeks to prevent.

64. The contention that the said provision does not prevent a tenant from disputing the identity or extent of the demised premises does not advance the case of the Petitioner, since, as noticed hereinabove, the identity of the Tenanted Premises is not in doubt, and the dispute as to their extent is, in substance, a dispute as to the title of the landlord to the land on which they stand. The learned Rent Controller was, therefore, right in holding, in Paragraph No. 10.7 of the Impugned Order, that the said challenge amounts to a denial of the ownership of the Respondent, which the Petitioner is not entitled to raise.

65. The finding of the learned Rent Controller on the ownership of the Respondent and on the relationship of landlord and tenant, therefore, does not call for interference under the limited scope of revisional jurisdiction exercisable by this Court.

Bona Fide Requirement and the Plea of Additional Accommodation

66. The requirement pleaded by the Respondent is a specific one. It is to change the line of his business from handloom articles to branded readymade garments, in keeping with the changed character of the market, to integrate the Tenanted Premises and the adjoining unit with Shop No. 105 so as to create a frontage upon the lane having heavy footfall, and to engage his wife in the business so expanded. The learned Rent Controller has, in Paragraph No. 11.7 of the Impugned

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Order, held as under:

> "**11.7** … Again with respect to the documents regarding the decline of business of the petitioner, it is to observe that if for sake of arguments, it is also taken that there was no decline in the business of the petitioner, it cannot be assumed that a person should not expand his business so as to gain more income and to become more prosperous. It is again a matter of legal trite that the 'requirement' u/s 14(1)(e) of DRC Act has to be distinguished from the 'dire need'. Accordingly, if the wife of the petitioner wants to join the petitioner for expansion of his business, there is no reason to presume that said requirement is not bonafide. Again even if it is taken that the wife of petitioner was already doing online business, the said plea again does not shake the case of the petitioner, as one person can certainly do the online as well as off line business simultaneously."
>
> ***(Emphasis supplied)***

67. The contention of the Petitioner is that the requirement, being one for additional accommodation for an existing business, could not have been accepted without a trial. The said contention has been considered and rejected by this Court in ***S. Kesar Singh v. S. Paramjeet Singh***[21], wherein it was held as under:

> "**7.** The first argument of the counsel for the petitioner is, that it is not as if the two respondents are not in possession of any shop; they are admittedly in possession of two shops in the property and the petition for eviction of the petitioner from another shop in the tenancy of the petitioner, is to seek additional accommodation. It is argued that whenever a petition for eviction is to seek additional accommodation, leave to defend has to be granted on this ground alone.
>
> **8.** There is no such principle in law.
>
> **9.** Supreme Court, in Rahabhar Productions Pvt. Ltd. Vs. Rajendra K. Tandon (1998) 4 SCC 49 held that the plea that the landlord was already in occupation of sufficient accommodation and was seeking additional accommodation by evicting the tenant does not disentitle the landlord from recovering possession of the premises in question and upheld the order of refusal of leave to defend. This Court also in Krishan Kumar Alag Vs. Jambu Prasad Jain (2009) 161 DLT 511 held that the plea of the tenant, that since the landlord had sought additional accommodation, it was a good case for grant of leave to defend, must fail. It was held that once on assessing the requirement of the landlord and the accommodation already

[21] 2017:DHC:5520

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> available with the landlord, it was found that the landlord requires additional accommodation, leave to defend has to be denied. …
> **10.** Even otherwise, no limitation, neither in Section 14(1)(e) nor in Section 25B of the Act to the said effect is to be found. Neither of the said provisions carve out a difference between requirement of tenanted premises when the landlord is not in possession of any accommodation and requirement of tenanted premises when the landlord is in possession of some accommodation and needs more or additional accommodation. No difference in law can be made in the two situations and to create a difference between the two situations would amount to arbitrary discrimination. Requirement of tenanted premises, whether it be on account of no accommodation or for additional accommodation have thus to be treated at par. It cannot be said that the summary procedure under Section 25B of the Act is available only when the landlord is literally on the road, with no accommodation available to him and is not available when the landlord has some accommodation, even though it may be insufficient for his requirement. …"
>
> ***(Emphasis supplied)***

68. Further, in ***Balwant Singh v. Sudarshan Kumar***[22], the Hon'ble Supreme Court, while dealing with a contention that the space already available with the landlord was adequate for the proposed business, observed as under:

> "**12.** On the above aspect, it is not for the tenant to dictate how much space is adequate for the proposed business venture or to suggest that the available space with the landlord will be adequate. …
>
> *****
>
> **14.** On consideration of the above aspects, the genuine need of the appellants to secure vacant possession of the premises for the proposed business is found to be established. According to us, the adequacy or otherwise of the space available with the landlord for the business in mind is not for the tenant to dictate. …"
>
> ***(Emphasis supplied)***

69. Tested on the aforesaid principles, the requirement of the Respondent cannot be characterised as a mere desire. The Respondent has disclosed the business which he presently carries on from Shop No. 105, the reason for which he seeks to change its line, the manner in which the Tenanted Premises are proposed to be used along with

[22] (2021) 15 SCC 75

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Shop No. 105, and the member of his family who is to be engaged therein.

70. A landlord who wishes to expand or diversify his business, and to engage a member of his family in it, is entitled to seek the premises let out by him for the said purpose, and the circumstance that he is already carrying on a business from the adjoining premises does not render the requirement any less *bona fide*. The pleas that the business of the Respondent is flourishing, that he did not file his income tax returns, and that his wife is associated with the online business, do not disclose any fact which, if proved, would negate the requirement so pleaded. The learned Rent Controller was, therefore, justified in holding that no triable issue arose in this regard.

71. The plea regarding the suitability of the Tenanted Premises stands on no better footing. The Tenanted Premises are not sought to be used by the Respondent as an independent establishment, but are proposed to be integrated with Shop No. 105, so as to provide a frontage and display space upon the lane. The modest dimensions of the Tenanted Premises, as described in the Rent Deed, do not, therefore, render the requirement any less genuine. It is for the landlord to decide how best his premises may be used for his business, and it is not for the tenant to dictate that a particular portion is too small to be of use to him. As observed by the learned Rent Controller in Paragraph No. 11.8 of the Impugned Order, the Petitioner himself has been carrying on the business of selling garments from the very premises which he now asserts to be unsuitable for such a business.

Unit bearing Private No. 105-C

72. The plea of concealment of the unit bearing Private No. 105-C has not been specifically dealt with by the learned Rent Controller,

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save for noticing, in Paragraph No. 10.5 of the Impugned Order, the reference thereto made by the Petitioner. It is, however, well settled that an omission to deal with a plea would vitiate an order declining leave to defend only if the plea is such that it would, if established, disentitle the landlord from obtaining an order of eviction. This Court has, therefore, examined whether the said plea satisfies the aforesaid test.

73. In the opinion of this Court, it does not, for more reasons than one. *Firstly*, the plea is bald. The affidavit filed in support of the Leave to Defend Application does not disclose the date on which the said unit is alleged to have been vacated, its dimensions, its precise location, or any material in support of the allegation, beyond a bare assertion. The Respondent has specifically denied the existence of any such unit.

74. *Secondly,* the plea is self-defeating. It is the specific case of the Petitioner that the units bearing Private Nos. 105-A, 105-B and 105-C are all encroachments upon the municipal passage, in respect of which the Respondent has no title whatsoever. The Petitioner cannot, in the same breath, assert that the Respondent has no right over such units, and that one of them constitutes an accommodation available to the Respondent, the existence of which disentitles him from seeking the Tenanted Premises.

75. *Thirdly*, and in any event, even if the existence of the said unit, and its vacation, were to be assumed, the same would not disentitle the Respondent. The requirement pleaded is for the Tenanted Premises and the adjoining unit bearing Private No. 105-A, which are contiguous to Shop No. 105 and open upon the lane, so as to be integrated with Shop No. 105. On the Petitioner's own case, the unit

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bearing Private No. 105-C is an almirah type structure situated at the starting point of the passage. The Petitioner has not disclosed any fact to show that the said unit, whether by itself or in conjunction with Shop No. 105, would not serve the requirement so pleaded. In ***Abid-Ul-Islam*** *(supra)*, the Hon'ble Supreme Court held as under:

> "**29.** Section 14(1)(e) deals with only the requirement of a bona fide purpose. The contention regarding alternative accommodation can at best be only an incidental one. …
> **30.** We have already discussed the scope of Section 14(1)(e) vis-à-vis Section 25-B(8) of the Act. Therefore, the mere existence of the other properties which are, in fact, denied by the appellant would not enure to the benefit of the respondent in the absence of any pleadings and supporting material before the learned Rent Controller to the effect that they are reasonably suitable for accommodation."
>
> ***(Emphasis supplied)***

76. To the same effect is the Judgment of this Court in ***Khanna Jewellers v. Kapil Tandon***[23], wherein, following the decision of the Hon'ble Supreme Court in ***Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta***[24], it was held as under:

> "**60.** The Supreme Court in Shiv Sarup Gupta v. Mahesh Chand Gupta (Dr.), (supra) has further held that an alternative accommodation, to entail denial of the claim of the landlord, must be reasonably suitable, obviously in comparison with the suit accommodation wherefrom the landlord is seeking eviction."
>
> ***(Emphasis supplied)***

77. The plea regarding the unit bearing Private No. 105-C, therefore, even if taken at its face value, does not disclose any fact which would disentitle the Respondent from obtaining an order of eviction. The omission of the learned Rent Controller to deal with it in detail does not, consequently, vitiate the Impugned Order.

Naiwala Property and the Upper Floors of Shop No. 105

78. The remaining pleas of alternative accommodation have been

[23] 2021 SCC OnLine Del 5758
[24] (1999) 6 SCC 222

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dealt with by the learned Rent Controller in Paragraph No. 11.9 of the Impugned Order. The relevant portions of Paragraph Nos. 11.9 and 11.10 of the Impugned Order read as under:

> "**11.9** Now regarding the availability of alternate accommodation, it is to observe that it is a matter of common knowledge that a shop at the ground floor attracts more customers than the shop at the upper floors. It is the case of the respondent only that the shop in question is used for display of garments, as the market, where shop was situated attracts lot of public, customers. As mentioned in the application for leave to defend itself, the second floor and third floor of the shop no. 105 were being used by the petitioner for wholesale business. Accordingly, if the petitioner wants to expand his retail business with the help of his wife in the tenanted premises in question, I am unable to be satisfied that said requirement can be fulfilled at the upper floors of the property of the petitioner. Moreover as pleaded by the petitioner, the shop in question has to be used for display and showcasing of the goods. The suitability of the shop in question is more pertinent considering the fact that the shop in question is the part of the shop no. 105, wherein the business of petitioner is already running. Therefore, I am not satisfied in any manner that the upper floors of shop no. 105 are suitable alternate accommodation for the requirement of the petitioner. Again regarding the property at Naiwala, Karol Bagh, the petitioner has specifically stated in his reply to application for leave to defend that said property was far away from the shop of the petitioner and as mentioned above, the petitioner wants to expand his business already running in the shop no. 105 and therefore, the property at other location, even though in Karol Bagh itself, cannot be a suitable alternate accommodation.
>
> **11.10** Accordingly, I am duly satisfied that the petitioner needs the tenanted premises in question for purpose of expansion of his business to be run and managed through his wife and I am further satisfied that the petitioner does not have any other alternate property available with him to fulfill the said requirement."
>
> ***(Emphasis supplied)***

79. The learned Rent Controller has, thus, held that the requirement of the Respondent is for expanding the retail business already being run from the ground floor of Shop No. 105, and for the display and showcasing of goods, which cannot be met from the upper floors, and that the Naiwala Property, being situated at a different location, cannot be a suitable alternative for the said requirement. The said reasoning is

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in consonance with the principles noticed hereinabove.

80. The Naiwala Property stands in the name of the wife of the Respondent, is situated on the first floor, and is located away from Shop No. 105. The upper floors of Shop No. 105 are, on the Petitioner's own showing, already in use by the Respondent. Neither of them would afford the ground floor frontage upon the lane, contiguous to Shop No. 105, which is the very essence of the requirement pleaded. The Petitioner has not disclosed any fact to show that either of them is reasonably suitable in comparison with the Tenanted Premises for the said purpose.

CONCLUSION:

81. The Court is conscious that the threshold for grant of leave to defend is not one of final proof, and that the tenant is not required to establish his defence conclusively at that stage. The enquiry, nevertheless, is whether the facts disclosed in the affidavit of the tenant, if established, would disentitle the landlord from obtaining an order of eviction.

82. In the present case, the defence of the Petitioner as to the identity of the Tenanted Premises and the title of the Respondent is contradicted by his own admissions and conduct, and is, in any event, barred by the rule of tenant estoppel. The pleas raised against the *bona fide* requirement and the absence of alternative accommodation, even if accepted, would not disentitle the Respondent.

83. 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, warranting interference in the limited revisional jurisdiction vested in this Court under the *proviso* to Section 25-B(8) of the DRC Act.

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DECISION:

84. Accordingly, the present Petition, being *sans* merit, is dismissed. The Impugned Order dated 18.09.2025 is upheld.

85. The present Petition, along with pending Application(s), stands disposed of in the aforementioned terms.

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

HARISH VAIDYANATHAN SHANKAR, J.

NOVEMBER 27, 2026/DJ

Signature Not Verified
Digitally Signed
By:HARVINDER KAUR BHATIA
Signing Date:28.11.2026 15:07:17