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

Date of Decision: 04th September, 2025

+ RC.REV. 245/2022
NEELAM JAIN

.....Petitioner

Through: Mr. Sanjeev Sindhwani, Senior
Advocate with Mr. Shohit Chaudhry
and Mr. Gaurav Sindhwani,
Advocates.

versus

VANDANA SACHDEVA AND ANR

....Respondents

Through: Mr. Jaspreet Singh Rai with Mr.
Sukhdeep Kaur Rai, Advocates for
R1.
Counsel for R2 (appearance not
given).

CORAM:

HON'BLE MR. JUSTICE ANUP JAIRAM BHAMBHANI

J U D G M E N T

ANUP JAIRAM BHAMBHANI J.

By way of present revision petition filed under section 25-B (8) of the Delhi Rent Control Act 1958 ('DRC Act'), the petitioner impugns judgment dated 10.06.2022 passed by the learned Civil Judge-cum-Rent Controller, Shahdara District, Karkardooma Courts, Delhi, in RC ARC No.521/2016, whereby the petitioner-landlady's eviction petition has been dismissed.



2. The subject matter of the eviction petition was Shop No. B-2, Main Market, Vivek Vihar, Delhi.
3. Notice on this petition was issued on 17.10.2022.
4. Written synopses have been filed by the contesting parties *i.e.*, the petitioner and respondent No.1.
5. As recorded in order dated 08.07.2025, respondent No.2 has chosen not to contest the case on account of a settlement reached with the petitioner. Order dated 05.09.2023 made by the Predecessor Bench of this court records, that respondent No.2 does not wish to contest the matter, having settled it with the petitioner; and that a statement to this effect made on behalf of respondent No. 2 was recorded by the learned Rent Controller on 24.01.2019, which is appended as Annexure P-21 to the present petition.
6. The petitioner-landlady is stated to have passed-away during the pendency of the present revision petition; and her legal representative was accordingly substituted in her place *vidé* order dated 05.09.2023 passed in the present proceedings.
7. The court has heard Mr. Sanjeev Sindhvani, learned senior counsel appearing for the petitioner on 03.04.2025 and 08.07.2025; and Mr. Jaspreet Singh Rai, learned counsel appearing for respondent No.1 on 08.07.2025, at length.

PETITIONER'S SUBMISSIONS

8. The essence of the arguments made by Mr. Sindhvani, learned senior counsel appearing for the revision petitioner, is that the eviction petition has been dismissed *vidé* judgment dated 10.06.2022, only for the reason that the learned Rent Controller has come to the conclusion



that the petitioner has suitable alternate accommodation available with her to satisfy the *bona-fidé* need canvassed in the eviction proceedings.

9. To expand on his submissions, Mr Sindhvani points-out that a perusal of the impugned judgment would show that the learned Rent Controller agrees with the petitioner's contention that her need for the subject premises is genuine, which can be seen from what the learned Rent Controller has recorded in para 16 of the impugned judgment, which para reads as follows :

“16. In the present petition PW-1 has deposed that he is not having any regular source of income and he has a family which is comprised of himself, his wife, his mother, his father and his son to sustain and with this objective he wants to start a business in the tenanted premises. In his cross examination, PW-1 has described the nature of business by stating that he wants to do Kirana business. PW-1 in his cross examination has also stated that he has done kirana business with certain partners and thus he has experience in the field of kirana business. All these facts suggest that the rented premise is genuinely required by petitioner to settle her son PW-1.”

(emphasis supplied)

10. It is accordingly argued, that the learned Rent Controller has opined that the petitioner's need for the subject premises for purposes of settling her son is *bona-fidé*.
11. However, it is submitted that on the question of whether the petitioner has suitable, alternate accommodation available with her, the learned Rent Controller has proceeded to record as follows:

“17. However, the petitioner is also required to prove that the landlord, or the person for whose benefit premises is required, has no other reasonably suitable accommodation. It is an essential condition for eviction u/s 14(1)(e) of the Act and is inevitably associated with the condition of bona fide requirement inasmuch as



if such suitable alternative space is available, it cannot be said that rented premises is genuinely needed by the landlord. In Ram Narain Arora Vs Asha Rani, AIR 1998 SC 3012, it is observed by the Hon'ble Supreme Court:

“In making a claim that the suit premises is required bona fide for his own occupation as a residence for himself and other members of his family dependent on him and that he has no other reasonably suitable accommodation is a requirement of law before the Court can state whether the landlord requires the premises bona fide for his use and occupation. In doing so, the Court must also find out whether the landlord or such other person for whose benefit the premises is required has no other reasonably suitable residential accommodation. It cannot be said that the requirement of the landlord is not intermixed with the question of finding out whether he has any other reasonably suitable accommodation. If he has other reasonably suitable accommodation, then necessarily it would mean that he does not require the suit premises and his requirement may not be bona fide. In such circumstances further Inquiry would be whether that premises is more suitable than the suit premises.”

“19. In the present case, respondent no.1 in his written statement has particularly stated that alternative accommodation is available with the plaintiff in the form of commercial premises at Giroria Market. PW-1 in his cross examination has admitted this fact in categorical terms. In his own words, PW-1 has stated as under:

“that it is correct that I have purchased one shop in Giroria Market after filing of the present petition. It is the same property in which I have done Kirana work with my parents. I left the abovesaid kirana work due to non profit. Vol. I had done the said business of kiryana work to learn the same and I have the thought in mind to do the said work in the suit shop. The said partnership had already been dissolved on 10.04.2015. The copy of the dissolution deed is Ex. PW-1/R1 (OSR). At present, the kiryana business in the shop at Garodia market is closed since the date of dissolution. The said shop is closed as disputed since the said shop is in the name of four partners and there is no consensus between all of them.

“20. Again, PW-1 in his cross examination has stated that he has mentioned his address as Property no. 2282, Gali Hinga Beg, Tilak Bazar, Delhi-06 in conveyance deed Ex. PW-1/6 in which PW-1 has attested as a witness and which property according to PW-1 was taken on rent by his father to run his office of M/s Jain Chem Industry. It is apparent from the statement of PW-1 that he has had an alternative accommodation at Giroria Market as alleged by



respondent no.1 and which fact the petitioner or her son PW-1 has not cared to disclosed to the court despite pendency of the present petition. Respondent no.1 has not produced any independent evidence to prove this fact that PW-1 is having an alternative accommodation, but it is well settled law that a party may cull-out the truth from the mouth of the other party in his cross examination. In his replication, petitioner has specifically denied that she is not having any alternative accommodation at Giroria Market. Concealment of the fact on the part of petitioner that PW-1 for whose benefit tenanted premises is sought to be got vacated has purchased a shop for the business which PW-1 intends to start in the tenanted premises is a major set back to the claim of the petitioner that the tenanted premises is required for bonafide need and disentitles her to get eviction of the tenant/respondent from the rented premises.”

(emphasis supplied)

12. Accordingly, it is argued that the learned Rent Controller has formed the opinion: *firstly*, that the petitioner has failed to disclose the availability of the Giroria Market shop in her eviction petition; and *secondly*, that the Giroria Market shop is available to the petitioner to satisfy the need expressed by way of the eviction petition.
13. It is however pointed-out, that the petitioner was forthright and had duly disclosed the availability of the Giroria Market shop in the list of documents filed by her under Index dated 13.01.2015 alongwith her replication, where the petitioner had placed on record a copy of Sale Deed dated 03.04.2013 relating to the Giroria Market shop.
14. Furthermore, it is pointed-out, that as will be seen from the said sale deed, the Giroria Market shop had been purchased by 04 persons, who were running a business in partnership, which partnership was subsequently dissolved; and the business running from the Giroria Market shop and the shop itself was closed.



15. Mr. Sindhwani has also drawn attention to the deposition of PW-1 (petitioner's son, V.K. Jain) recorded on 05.10.2016, where he had duly produced Sale Deed dated 03.04.2013 before the learned Rent Controller; however since the document produced was a photocopy, it was only marked as Mark PW-1/5.
16. It has also been submitted, that in his evidence by way of affidavit dated 13.01.2015 filed in the matter, the petitioner's son had also stated the following:

*“3. That Sh. N.K. Jain is the Proprietor of M/s Jain Chem Industries and property no.107, DDA Commercial Community Centre, is owned by Sh. Arun Jain and Sh. Vipin Jain, and not by the deponent or his mother, copy of which are already **Ex. PW-1/3**; further, since the deponent is in urgent need of the suit property for running a shop for his livelihood, he joined the business of spices of Sh. S.K. Jain and Sh. Sharad Kumar Jain at Garodia Market, Khari Baoli, Old Delhi, copy of Visiting Card and sale deed dated 03.04.2013 are already **Ex. PW-1/4 and Ex. PW-1/5** respectively, incidentally after the filing of the present petition and that too with the concession that the suit premises would be used as the retail shop of the said business by the deponent. That the deponent is not earning any sort of profits from the said business unless he establishes a retail shop, as agreed, at the suit premises. That the said business too has now been closed as it was running into losses. That the deponent is wholly dependent upon the suit property for his livelihood and earning.”*

(underscoring supplied; bold in original)

17. In the above circumstances, Mr. Sindhwani argues, that the impression harboured by the learned Rent Controller, that the petitioner was guilty of non-disclosure of the alternate accommodation; as also the impression that the Giroria Market shop was available to the petitioner, are wholly misconceived and contrary to the record.
18. It has also been pointed-out that in the course of PW-1's cross-examination recorded on 22.11.2016, in response to a question put by



learned counsel for respondent No.2, the witness had answered as follows:

“At present, the kiriyana business in the shop at Garodia market is closed since the date of dissolution. The said shop is closed as disputed since the said shop is in the name of four partners and there is no consensus between all of them.”

(emphasis supplied)

19. Furthermore, Mr. Sindhvani argues, that the learned Rent Controller has also taken the view that the petitioner had failed to produce a site-plan in evidence, to describe the exact extent of possession of respondent No.1 with respect to the subject premises. This has been recorded in the following extract of the impugned judgment:

“21. Besides, no site plan has been brought in evidence on behalf of petitioner to describe the exact extent of possession of the respondent no.1 with respect to the tenanted premises.”

20. Mr. Sindhvani submits however, that the site-plan was duly filed by the petitioner at Serial No.2 of Index dated 01.04.2013 before the learned Rent Controller. Learned senior counsel submits, that the site-plan, a copy of which has been appended as Annexure P-5 to the revision petition, was however not exhibited in the course of deposition on behalf of the petitioner, which however cannot be fatal to the petitioner's case, inasmuch as no alternate site-plan was filed by respondent No.1 nor did respondent No.1 dispute the correctness of the site-plan filed by the petitioner.
21. In this behalf, Mr. Sindhvani has placed reliance on the following judgments passed by Co-ordinate Benches of this court :

***Amrit Lal vs. Jagpal Singh Verma¹***

“9. Learned Additional Rent Controller has also taken the view that as the site plan was not filed, the petitioner failed to prove the accommodation in his occupation. In this regard it is notable that it is not at all the requirement of law that site plan must be filed if the accommodation could be clearly made out otherwise. (See 35 (1988) DLT 211 K.B. Mathur v. Sardar Bhagwanti Singh (Deceased) Through LRs.) Therefore this could not be a ground to say that the petitioner did not bona fide require the premises.”

(emphasis supplied)

Harinder Singh Koghar vs. Ramnath Exports Private Ltd.²

“15. However learned ARC failed to notice that the issue of site plan is dispelled by the fact that though the respondents challenged the veracity of the site plan, however they did not show how the site plan filed by Harinder Singh Koghar was not correct and filed no counter site plan. The entire cross-examination of Harinder Singh Koghar by the learned counsel for the respondents was to show that he had no personal knowledge of the exact rooms available in the suit property. Even though Harinder Koghar may not have visited the suit property personally, it is well settled that to challenge the veracity of the site plan filed by the landlord, the tenant must file a counter site plan and the tenant cannot just get away by stating that the site plan filed by the landlord was incorrect. (see V.S. Sachdeva v. M.L. Grover 67 (1997) DLT 737 and Krishan Kumar Gupta v. Swadesh Bhushan Gupta (2008) 152 DLT 556). Further in Rishal Singh v. Bohat Ram (2014) 144 DRJ 633 it was held:

“11. ...Apropos the contention that the site plan filed by the landlord is incorrect as it fails to disclose two shops lying vacant in the same area, it is without merit as the tenant has not filed any site plan to show the inconsistency. It is well settled law that when the tenant contents the accuracy of the site plan filed by the landlord, he is required to file a copy of the site plan he believes to be correct so as to guide the Court in finding the

¹ 1996 SCC OnLine Del 509

² 2015 SCC OnLine Del 11597



discrepancies of the site plan filed by the landlord. Without such site plan being filed, mere contentions raised to this effect will be considered meritless.” ”

(emphasis supplied)

22. Furthermore, upon being queried, Mr. Sindhvani clarifies, that all other things apart, the Giroria Market shop is situate in Khari Baoli in Old Delhi, whereas the subject premises is situate in Vivek Vihar in East Delhi, bordering Ghaziabad. It is accordingly the submission on behalf of the petitioner, that the Giroria Market shop could in any event not be taken to be either *suitable* or *alternate* accommodation to the subject premises.
23. Mr. Sindhvani has pointed-out, that the subject premises has been locked since 2019, the locks having been placed by respondents Nos.1 and 2.
24. Lastly, Mr. Sindhvani has submitted that respondent No.1 has been in occupation of the subject premises since 01.05.1990 at a monthly rent of about Rs. 467/- excluding electricity charges.

RESPONDENTS' SUBMISSIONS

25. Contesting the revision petition, Mr. Rai, learned counsel appearing for respondent No.1 has made the following principal submissions:
 - 25.1. Mr. Rai argues that the petitioner is guilty of suppressing the availability of alternate accommodation, since it is a matter of record that the existence of the Giroria Market shop came on the record only after respondent No.1 took objection in that regard in the written statement filed before the learned Rent Controller. Furthermore, it is pointed-out, that even the Sale Deed dated



03.04.2013 was filed by the petitioner only as part of her replication; and the disclosure was accordingly belated.

- 25.2. It has been argued that the owner of the subject premises is the mother, viz., the petitioner, who has sought eviction on the ground that she needs to settle her son in business. Mr. Rai however points-out, that son is about 65 years of age; and was admittedly running multiple businesses in partnership with other persons from the Giroria Market shop.
- 25.3. It is also submitted, that on point of fact, the subject premises was subsequently bequeathed by the petitioner to her grandson by way of a Will (the grandson having been later substituted as the legal representative of the original petitioner), though that has happened after dismissal of the eviction petition by the learned Rent Controller.
- 25.4. It is also argued on behalf of respondent No.1, that a perusal of the eviction petition would show that the petitioner had failed to disclose any specifics or particulars of the type of business that her son was planning to run from the subject premises; and the pleadings in relation to the *bona-fidé* requirement were also therefore vague and deserve no credence.
- 25.5. It has been further argued that the site-plan filed on behalf of the petitioner was indeed challenged, though not by respondent No. 1 but by respondent No.2 in her written statement; and that such challenge would inure to the benefit of respondent No. 1 as well, regardless of any settlement that respondent No.2 may have arrived-at with the petitioner in the case. On a pointed question



however, Mr. Rai fairly submits, that no challenge to the site-plan was ever preferred by respondent No.1 before the learned Rent Controller.

25.6. In essence and substance, it is argued on behalf of respondent No. 1 that the entire proceedings initiated by the petitioner are *mala-fidé* since the eviction petition was rife with suppression and non-disclosure; and therefore the petitioner deserves no indulgence, least of all in the limited remit of a revision petition under section 25-B (8) of the DRC Act.

25.7. Mr. Rai however admits, that no evidence was led by respondent No.1; and the contesting party before the learned Rent Controller was respondent No.2.

ANALYSIS & CONCLUSIONS

26. On perusing the impugned judgment, it is seen that the view taken by the learned Rent Controller is quite straightforward, and turns on two principal aspects:

26.1. *First*, the learned Rent Controller has opined that the petitioner's need for the subject premises, in order to settle her son into a business, to enable him to support the family comprising his mother (the petitioner), his father, his wife and his son, is 'genuine'. The learned Rent Controller has further observed, that since in the past, the son had done *kirana* business with certain partners, he also had experience in that business.

26.2. *Second*, addressing the question of whether the petitioner had any suitable, alternate accommodation available with her for satisfying the *bona-fide* need as referred-to above, the learned



Rent Controller has observed that the son, who appeared as a witness in the course of the trial, had deposed that though earlier-on he was conducting *kirana* business in partnership with some other persons from a shop at Giroria Market, that partnership had been dissolved; the *kirana* business being run from the Giroria Market shop was closed since the date of dissolution of partnership; and the said shop was also lying shut, since the shop stood in the joint names of the 04 partners and there was no consensus between them as to what was to be done with that shop.

27. The *third* aspect, which this court believes was more in the nature of a prejudice-point raised by the respondents, was that the petitioner had failed to disclose that the Giroria Market shop was available to her, as an alternative to the subject premises. This assertion appears to be misconceived, inasmuch as under cover of Index dated 13.01.2015, the petitioner had placed on record a sale deed in respect of the Giroria Market shop, which showed that the ownership of that shop was in the name of four persons, who were at one stage partners, and the petitioner's son was one of them.
28. In view of what has been discussed above, evidently, the objection raised by the respondents is a red-herring, since the Giroria Market shop never belonged to the petitioner, nor was it exclusively available to the petitioner's son, whose *bona-fide* need was the basis for the eviction petition.
29. Moreover, the observation by the learned Rent Controller that the petitioner had failed to prove the site-plan in evidence is also



inconsequential, inasmuch as a site-plan had been filed by the petitioner under cover of Index dated 01.04.2013; and though the respondents had objected to the correctness of the site-plan, they had failed to adduce any alternate site-plan, which objection was therefore irrelevant in view of the decisions in *Amrit Lal* and *Harinder Singh Koghar* referred-to above.

30. In light of the above, this court is of the view, that having correctly drawn the inferences as referred-to above, the learned Rent Controller was completely remiss in then proceeding to dismiss the petitioner's eviction petition, despite what had come on record in the course of the proceedings before him.
31. The only tenable conclusion arising from the above discussion is, that the petitioner's need for the subject premises was *bona-fide*; and that the petitioner had no suitable, alternate accommodation available with her to satisfy that *bona-fide* need.
32. As a sequitur to the above, the revision petition is allowed; and the impugned judgment dated 10.06.2022 passed by the learned Rent Controller in RC ARC No. 521/2016 is set-aside.
33. It is accordingly directed that the respondents are liable to be evicted from the subject premises, being Shop No. B-2, Main Market, Vivek Vihar, Delhi; and the petitioner shall be entitled to recover vacant possession of the subject premises, in accordance with law.
34. Pending applications, if any, stand disposed-of.
35. It cannot escape the attention of this court, that the respondents have been in occupation of the subject premises, which is a commercial property, since 01.05.1990 *i.e.*, for the last about 35 years, at a measly



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rent of about Rs. 467/- per month. The rank injustice of this situation also cannot be ignored.

ANUP JAIRAM BHAMBHANI, J

SEPTEMBER 04, 2025

HJ/ds/V.Rawat