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

+ **CM(M) 880/2012**

% *Judgment delivered on: 5th December, 2013*

RAKESH JAIN

..... Petitioner

Through: Mr.Arun Bhardwaj, Senior
Advocate with Mr. Pawan S. Bindra,
Mr. Amit Bhardwaj, Mr. Karan Yadav and
Mr. Karan Bhardwaj, Advocates.

Versus

SURESH KUMAR KOHLI AND ANR.

..... Respondents

Through: Mr.Prag Chawla, Mr. Sourabh
Shokeen and Mr.Sudeep Sudan,
Advocates.

CORAM:

HON'BLE MR. JUSTICE SURESH KAIT

SURESH KAIT, J.

1. Vide the present petition, petitioner seeks setting aside of the impugned order dated 08.06.2012 passed in Execution Petition No. 51/2012 passed by Additional Rent Controller, whereby objections filed by the petitioner under Section 47 read with Order 21 Rule 26 (1) have been rejected.

2. He also seeks setting aside of the order dated 30.11.2011 passed by the Id. ARC (Central), Tis Hazari Courts, Delhi in Eviction Petition No. 304/2010, whereby the petition filed by the respondent no. 1 under Section 41(1) (e) read with Section 25-B of DRC Act was allowed.

3. Facts of the case, in brief, are that petitioner's father and respondent no. 2 took shop no. 3, property no. 2656, Ajmal Khan Road, Karol Bagh, New Delhi on rent from father of respondent no. 1, i.e., Sh. Bhagat Raj Kohli vide lease deed dated 02.12.1975 for carrying out a business. On attaining majority, petitioner was inducted as a partner in the family business vide a partnership deed dated 02.04.1979, which was being run at the tenanted premises.

4. It is submitted that the above noted rent agreement was on month to month basis. Notice dated 25.04.2009 was sent to Sh. Ishwar Chand Jain and Sh. Ramesh Chand Jain, i.e., respondent no. 2 under Section 106 of Transfer of Property Act, 1882 whereby the tenancy was terminated w.e.f 31.05.2009 in respect of the premises in question.

5. Ishwar Chand Jain, father of the petitioner died on 08.03.2010 leaving behind two legal heirs, i.e., the petitioner and Ramesh Chand Jain, i.e., respondent no. 2. Thereafter, respondent no. 1 filed a petition under Section 14 (1) (e) of the Delhi Rent Control Act seeking eviction from the tenanted premises on the ground of *bona fide* requirement, which has been allowed vide order dated 31.11.2011 passed by Id. ARC (Central), Tis Hazari Courts, New Delhi in Eviction Petition 304/2010.

6. Case of the petitioner is that he was not made a party clandestinely in the said Eviction Petition and he came to know about this fact in the month of June, 2012 when the order of eviction was passed in Execution Proceedings. Thereafter, petitioner filed his objections under Section 47 of the CPC read with Order 21 Rule 26 (1) in the Execution Proceedings. Same has been dismissed vide order dated 08.06.2012 passed by Id. ARC.

7. Mr. Arun Bhardwaj, Id. Sr. Counsel appeared on behalf of the petitioner and submitted that the petitioner was not aware of the pendency of the execution proceedings pertaining to the suit property. Neither he was ever made a party to the same despite being a tenant and legal heir of the erstwhile tenant Late Ishwar Chand Jain being in joint possession of the suit premises, nor he was ever served with any notice pertaining to the eviction proceedings of the suit property either at his residence or at the premises of suit property in question.

8. Ld. Sr. Counsel further submitted that the petitioner was inducted as a partner in family business which was being run at the tenanted premises vide partnership deed dated 02.04.1979 wherein Bhagat Raj Kohli, erstwhile landlord, i.e., father of respondent no. 2 was the witness. Therefore, said Bhagat Raj Kohli accepted the tenancy of the petitioner in the said premises.

9. He further submitted that the family business of the petitioner has been running under the name and style of M/s. 'Rakesh Wool Store' at the tenanted premises since 02.12.1975. The father of the petitioner and his elder brother (respondent no.2) were the founding partners of the partnership firm at the tenanted premises. Thereafter, the petitioner was inducted as a partner in the family business, which has been running at the tenanted premises vide partnership dated 02.04.1979. He further submitted that respondent no. 1 was aware and had full knowledge that the petitioner was a necessary and a proper party being tenant and in occupation and possession of the tenanted premises.

10. Ld. Sr. Counsel further submitted that the respondent no. 1 wilfully and intentionally not made the petitioner as a party in the Eviction Petition with an intention to take away his legal right to file application for leave to defend.

11. On the other hand, Mr. Prag Chawla, Id. Counsel appearing on behalf of respondent no. 1 submitted that the admitted case of the petitioner is that the father of the petitioner and respondent no. 2 were tenants in the suit premises; and after the death of Ishwar Chand Jain, the petitioner and respondent no. 2, being sons, became joint tenants.

12. He further submitted that the joint tenant is neither a necessary party nor a proper party, therefore, he was rightly not made a party in the Eviction Petition. Therefore, Id. Trial court has rightly passed the order dated 08.06.2012 as under:

“The objector has claimed himself tenant in the suit premises and filed photocopy of partnership deed and two recent receipts showing him as a partner in “M/s. Rakesh Wool Store”. According to the objector himself he and his brother who is JD in present execution petition, developed strain relations. The question arises whether the objector is working as a partner in the partnership firm “Rakesh Wool Store” in the suit premises or not. The objector has filed photocopy of rent receipts for the month of December, 1993 and January 1994, if the objector was in use and occupation of shop in question and working as partner, then why he has not filed any other documents to show his possession in the suit premises. The father of the objector was a tenant in suit premises and after his death he and JD became joint tenants. It is well settled law that if a joint tenant does not occupy the tenanted premises for a long time and never made any attempt to pay the rent of the tenanted premises to the

landlord then it amounts that he has surrendered his tenancy right. Even otherwise, the eviction petition was filed by the petitioner / DH on the ground of bona fide requirement and court had to see what triable issue were raised by the tenant to contest the eviction petition. The JD who is brother of the objector had already raised several objections but the same were found without any substance and eviction order was passed, I am of the view that as the objector already surrendered his tenancy, therefore, he has no right to be heard in the present matter and he is not a necessary party. Accordingly, the objections of the objector u/s 47 r/w Order 21 Rule 26 (1) are dismissed.”

13. To strengthen his arguments ld. Counsel for the respondent no. 1 has relied upon a case decided by a Coordinate Bench of this Court in ***Smt. Narender Kaur v. Mahesh Chand and Sons (HUF) R.C.Rev. 29/2012***, wherein it is held as under:

“The contention of the learned counsel for the petitioner that the eviction petition was not maintainable due to non-joinder of legal heirs of Sharnagat Singh, who was the son of original tenant, is unsustainable. It is settled legal position that it is not necessary for the landlord to implead all the legal heirs of the deceased tenant. It is sufficient if the landlord files an eviction petition against any one of the joint tenants and all the joint tenants are equally bound by the order in the eviction petition filed against one of the tenants.”

14. Further relied upon a case of ***Rajender Kumar Sharma v. Leela Wati & Ors. 155 (2008) Delhi Law Times 383*** wherein it is held as under:

“It is also settled law that when original tenant dies, the legal heirs inherit the tenancy as joint tenants and occupation of one of the tenant is occupation of all the joint tenants. It is not necessary for landlord to implead all legal heirs of the deceased tenant, whether they are living in the

property or not. It is sufficient for the landlord to implead only those persons who are living in the property, as party. There may be a case where landlord is not aware of all the legal heirs of deceased tenant and impleading only those LR's who are in occupation of the property is sufficient for the purpose of filing Eviction Petition. An eviction petition against one of the joint tenants is an Eviction Petition against all the joint tenants and all joint tenants are bound by order of the Rent Controller as joint tenancy is one tenancy and is not a tenancy split into different legal heirs. Thus, the plea of the tenants on this count must fail."

15. Also relied upon a case of ***Kanji Manji v. The Trustees of the Port of Bombay 1963 AIR 468*** wherein it is held as under:

"The argument about notice need not detain us long. By the deed of assignment dated February 28, 1947, the tenants took the premises as joint tenants. The exact words of the assignment were that..... the Assignors do and each of them both hereby assign and assure with the Assignees as Joint Tenants..... The deed of assignment was approved and accepted by the Trustees of the Port of Bombay, and Rupji Jeraj and the appellant must be regarded as joint tenants. The trial Judge therefore, rightly held them to be so. Once it is held that the tenancy was joint, a notice to one of the joint tenants was sufficient, and the suit for the same reason was also good. Mr. B. Sen, in arguing the 'case of the appellant, did not seek to urge the opposite. In our opinion, the notice and the frame of the suit were, therefore, proper, and this argument has no merit."

16. I heard ld. Counsels for the parties.

17. Tenancy rights are property rights, therefore, the same has been the subject of inheritance and rent control laws. Fundamentally, the legal relationship of the landlord and tenant are regulated and controlled by the specific statute such as the Rent Control Act. If the tenant or landlord dies

intestate, the rights and obligations of the landlord and tenant, respectively, shall be governed by the provisions of Rent Control Act being a special statute. Moreover, if the special statute does not provide the method and manner in which the right of survivorship or devolution with respect to the legal heirs of landlord or tenant, as the case may be; naturally, then the provisions of Succession Act would be applicable, depending on the religion of the landlord or tenant.

18. In the present case, On 02.12.1975, Late Sh. Bhagat Raj Kohli (landlord) entered into a lease agreement with Late Ishwar Chand Jain and respondent no 2, namely, Ramesh Chand Jain, who is the son of Late Ishwar Chand Jain. Subsequent to the death of original landlord, the respondent no.1 Suresh Kumar Kohli stepped into the shoes of the landlord by virtue of the application of succession laws; and the lease deed was not changed or renewed; and the tenancy in respect of the property has been continued.

19. On 25.04.2009, a notice under section 106 of the Transfer of Property Act, 1882 was sent to Late Ishwar Chand Jain and Ramesh Chand Jain by the then landlord Suresh Kumar Kohli, respondent no.1 herein. Thereafter, on 08.03.2010, one of the statutory tenants, namely, Ishwar Chand Jain died intestate leaving behind two legal heirs: Petitioner and Respondent no.2.

20. Being the nature of tenancy relationship as narrated above, the Respondent no.1, son of the original landlord initiated eviction proceedings against the respondent no. 2 under Section 14(1) (e) r/w Section 25-B of the Delhi Rent Control Act, 1958. Thereafter, the

eviction order was passed against one of the statutory tenant. Consequently, the execution proceedings had been initiated against the tenants. Meanwhile, the petitioner filed an objection under section 47 r/w order 21 rule 26(1) of Civil Procedure Code, 1908; and the same has been dismissed vide the impugned order. While rejecting the objection, the court held that the petitioner being a joint tenant is not a necessary party in the eviction proceedings. It was also observed that the tenancy qua the father of the petitioner had been devolved upon the legal heirs as joint tenancy. The Rent Controller held as under:-

*“The objector has claimed himself tenant in the suit premises and filed photocopy of partnership deed and two rent receipts showing him as a partner in “M/s. Rakesh Wool Store”. According to the objector himself he and his brother who is JD in present execution petition, developed strain relations. The question arises whether the objector is working as a partner in the partnership firm “M/s. Rakesh Wool Store” in the suit premises or not. The objector has filed photocopy of rent receipts for the month of December, 1993 and January, 1994. If the objector was in use and occupation of shop in question and working as partner, then why he has not filed any other documents to show his possession in the suit premises. **The father of the objector was a tenant in suit premises and after his death he and JD became joint tenants.** It is well settled law that if a joint tenant does not occupy the tenanted premises for a long time and never made any attempt to pay the rent of the tenanted premises to the landlord then it amounts that he has surrendered his tenancy right.”*

21. The pivotal question to be considered in this case is whether the tenancy qua the father of the petitioner devolves upon the legal heirs as

joint tenancy or tenancy in common? If so, the effect of the tenancy rights on the estate of the Petitioner?

22. It is significant to note that the notice under Section 106 of the Transfer of Property Act, 1882 has been addressed to both the statutory tenants; and it is clear that the landlord was determined to terminate the tenancy. However, the notice has not been complied; therefore, eviction proceedings had been started. I may note that the eviction proceedings have been started with the notice under Section 106 of the Transfer of Property Act, 1882; and in the present case the proceedings concluded with respondent no. 2, excluding one of the legal heirs of a statutory tenant.

23. In this context, the general provisions relating to Hindu succession envisaged in the Hindu Succession Act, 1956 has significance. Section 19(b) of the said Act provides as under:

“if two or more heirs succeed together to the property of an intestate, they shall take the property , as tenants in common and not as joint-tenants”.

24. Significantly, the Supreme Court in **Kanji Manji (Supra)** has discussed the rights of a joint tenant; and held that the joint lease was executed by assignment in favour of two persons. In order to terminate the tenancy, the notice had been sent to the tenants. Thereafter, suit was filed against the tenants. Meanwhile, it was found that one of the tenants had died much earlier. Therefore, the name was deleted from the array of parties. The Supreme Court on these facts held that the notice to terminate the tenancy as well as frame of the suit was good and observed that “once

it is held that the tenancy was joint, a notice to one of the joint tenants was sufficient and the suit for some reason was also good. It is clear that the tenancy in question was joint tenancy.

25. However, in the present case, in view of Section 19(b) of the Hindu Succession Act, 1956, there can be no dispute that the tenancy in the present case is not joint tenancy but tenants-in-common as the tenancy devolved by inheritance. Ruling of the Supreme Court in **Kanji Manji's** case, therefore, has no applicability.

26. In regard to joint tenancy, this Court in **Inderpal Khanna (Sh.) v. Commander Bhupinder Singh Rekhi (Rtd.) 2008 VIII AD (DELHI) 328** has held as under:

*“Where out of many, only one or two LR of deceased tenant are in occupation of premises, an eviction petition by landlord against those who are in occupation of the premises is a valid petition. It is not necessary for the landlord to implead all the legal heirs of the deceased tenant or to implead even those who are not in occupation and possession of the premises. In the present case, since only two brothers were in possession of the premises, his impleading only two brothers as defendants was good enough and receipt of personal summons by one of the brother, who was joint tenant was valid service of summons on both the joint tenants in the eyes of law. **Service of one of the joint tenant has to be considered service on the other joint tenant because in joint tenancy, the tenancy remains one. It is not separate tenancy and right of each of the joint tenants is in whole of the premises.**”*

27. Thereafter, this Court in case titled as ***Narender Kaur v. Mahesh Chand and Sons (HUF)*** ***R.C. Rev. 29/2012*** dated 17.08.2012 has held as under:

“The contention of the ld. Counsel for the petitioner that the eviction petition was not maintainable due to non-joinder of legal heirs of Sharnagat Singh, who was the son of original tenant, is unsustainable. It is settled legal position that it is not necessary for the landlord to implead all the legal heirs of the deceased tenant. It is sufficient if the landlord files an eviction petition against any one of the joint tenants and all the joint tenants are equally bound by the order in the eviction petition filed against one of the tenants.”

28. No doubt, the above mentioned dictums clearly stipulate that the notice/ proceedings to one joint tenant are applicable to all joint tenants. It is clear that the tenancy rights arising from the joint tenancy are restricted to the above limitation. The perusal of above dictums does not propose or prescribe the parameters for determining the tenor of the tenancy which is a basic factor for determining the rights and obligations of a tenant or landlord; as the case may be. However, the courts, construed the tenancy as ‘joint tenancy’; and on the same premise the rights of the tenant had been determined. In my considered view the right vested in Section 19 of the Hindu Succession Act 1956, has not been discussed; or distinguished in the given facts.

29. In this context it is legally significant to note the dictum in ***Mohd. Usman v. Mst. Surayya Begum 1993 (3) Delhi Lawyers 163*** wherein it is held as under:

“I find no force in the contention raised by the learned counsel for respondent no. 1. The provision regarding inheritance of tenancy in respect of Mahomedans and Hindus is not different. The Supreme Court in GianDevi Anand’s Case (Supra) has no doubt observed that tenancy right which is inheritable devolves on the heirs under the ordinary law of succession. It only means that only those heirs who would be entitled to inherit the property of a deceased-tenant under the ordinary law of succession would be entitled to inherit even the right of tenancy after the death of the tenant. This position is amply clear from the fact that even under Section 19 of the Hindu Succession Act, 1956 which prescribes the mode of succession of two or more heirs proves that if two or more heirs succeed together to the property of an intestate they shall take the property as tenants in common and not as joint tenants and in spite of this the Supreme Court in H.C. Pandey’s Case (Supra) has observed that the heirs of a deceased tenant succeed to the right of tenancy as joint tenants”

30. It is pertinent to note that in ***Mohd. Usman v. Mst. Surayya Begum 1993 (3) Delhi Lawyers 163 (Supra)*** this Court specifically noted the relevant provision of law pertaining to the tenancy as has been contemplated in the Hindu Succession Act, 1956; and reached to a different conclusion which prima facie appears in contradiction with the statute mentioned above. In ***Mohd. Usman (Supra)***, this court relied upon the dictum of ***H.C. Pandey v. G.C. Paul 1989 3 SCC 77*** and held that the tenancy in question was ‘joint tenancy’. It appears to me that the court has taken the guidance in the nature of a dictum as has been laid down in ***H.C. Pandey v. G.C. Paul, 1989 SC 1470***. Therefore, the observations and reports in ***H.C. Pandey (Supra)*** are important which reads as under:

“It is now well settled that on the death of the original tenant, subject to any provision to the contrary either negating or

limiting the succession, the tenancy rights devolve on the heirs of the deceased tenant. The incidences of the tenancy are the same as those enjoyed by the original tenant. It is a single tenancy which devolves on the heirs. There is no division of the premises or of the rent payable therefore. That is the position as between the landlord and the heirs of the deceased tenant. In other words, the heirs succeed to the tenancy as joint tenants. In the present case it appears that the respondent acted on behalf of the tenants, that he paid rent on behalf of all and he accepted notice also on behalf of all. In the circumstances, the notice served on the respondent was sufficient. It seems to us that the view taken in Ramesh Chand Bone (supra) is erroneous where the High Court lays down that the heirs of the deceased tenant succeed as tenants in common. In our opinion, the notice under Section [106](#) of the Transfer of Property Act served by the appellant on the respondent is a valid notice and therefore the suit must succeed.”

31. In ***H.C. Pandey (Supra)***, the Apex Court has examined significant question regarding the validity of the notice that had been sent u/s 106 of Transfer of Property Act, 1882; and held that the notice to one joint tenant is a valid notice which is sufficient to determine the tenancy. In ***H.C. Pandey (Supra)***, the rights under the provisions of Section 19 of Hindu Succession Act, 1956 was not the subject matter, consequently, the view proceeded on the basis that the heirs of the original tenant are joint tenants.

32. I note, in the present case, the notice has been sent to both the statutory tenants. Moreover, the tenancy in question is remaining as tenancy in common. Therefore, the dictum in ***H.C. Pandey (Supra)***, is not applicable in the present case, which specifically points out to the aspect of the tenor of the tenancy and the rights arising from the same.

33. Pertinently, the case laws, mentioned above, are related to the tenancy rights arising from the original tenant wherein the original tenant dies, thereupon, the legal heirs were agitating for the rights. However, in the present case, originally, the respondent no.2 was the statutory tenant along with his late father Ishwar Chand Jain. Subsequent to the death of Ishwar Chand Jain, the respondent no.2 acquires dual rights in respect of the tenanted premise as a statutory tenant and a legal heir. In fact, initially, the tenancy rights had been parted among the father Ishwar Chand Jain and son, respondent no.2.

34. However, the son of original landlord filed the eviction petition without arraying the petitioner as a party. Though, the respondent no.2 has taken an objection regarding the non-joinder of a necessary party, the rent controller has rejected the same and came to a specific finding as under:

*“ The respondent contended that originally Late Sh. Ishwar Chand Jain, father of the respondent and the respondent was tenant in respect of the tenanted premises but **after the death of Late Sh. Ishwar Chand Jain, the tenancy devolves upon the respondent and the other legal heir of Late Sh. Ishwar Chand Jain namely Sh. Rakesh Jain but Sh. Rakesh Jain was not made party by the petitioner therefore, the petition is bad for nonjoinder of necessary party. On the other hand the petitioner stated that other legal heir of Late Sh. Ishwar Chand Jain is not in use and occupation of the tenanted premises and never paid rent to the petitioner and as such the petition is maintainable. It is admitted case of the respondent that respondent and his father were the original tenants in respect of the suit premises. It is well settled law that after death of a tenant all his legal heirs only become joint tenants and not cotenants. Thus both the sons become joint tenants whereas the respondent is also a tenant in his own capacity. Sh. Rakesh Jain merely a joint tenant. A landlord is not required to***

implead all the joint tenants in an eviction petition. It was held in Inderpal Khanna Vs. Commander Bhupinder Singh Rekhi, 2008 VIII AD (Delhi) 328 that “It is settled law that on death of tenant, tenancy devolves upon legal heirs as a joint tenancy. LRs are joint tenants and not tenants in common. Where out of many, only one or two LR of deceased tenant are in occupation of premises, an eviction petition by landlord against those who are in occupation of the premises is a valid petition. It is not necessary for landlord to implead all the legal heirs of the deceased tenant or to implead even those who are not in occupation and possession of the premises.”

35. Thereafter, the petitioner has filed objections under Section 47 of the CPC r/w Order 21 Rule 26(1) and sought permission to stay the operation of the order of the rent controller. It is significant to note that the petitioner has taken a specific plea regarding the legal status that has been devolving by virtue of law of inheritance and the same reads as under:

“That the Objector was not aware of the pendency of the eviction proceedings pertaining to the suit property, as neither was he ever made a party to the same despite being a tenant and the legal heir of the erstwhile tenant Late Mr. Ishwar Chand Jain being in joint possession of the suit premises, nor was he ever served with any papers/documents pertaining to the eviction proceedings of the suit property either at his residence House No. 5/56, Dev Nagar, Karol Bagh, Delhi or at the suit property bearing No.2656, Ajmal Khan Road, Karol Bagh, New Delhi.”

36. The rent controller has considered the objections and specifically held as under:-

3.The objector has claimed himself tenant in the suit premises and filed photocopy of partnership deed and two rent receipts showing him as a partner in “M/s Rakesh Wool Store”. According to the objector himself he and his brother who is JD in present execution petition, developed strain relations. The

question arises whether the objection is working as a partner in the partnership firm “M/s Rakesh Wool Store” in the suit premises or not. The objector has filed photocopy of rent receipts for the month of December 1993 and January 1994, if the objector was in use and occupation of shop in question and working as partner, then why he has not filed any other documents to show his possession in the suit premises. The father of the objector was a tenant in suit premises and after his death he and JD became the joint tenants. It is well settled law that if a joint tenant does not occupy the tenanted premises for a long time and never made any attempt to pay the rent to the tenanted premises to the landlord then it amounts that he has surrendered his tenancy right.

37. The case laws, namely, in **Mohd. Usman(Supra)** and **H.C. Pandey (Supra)** have been drawing a different line of reasoning in respect of the succession of tenancy rights, where it appears that the concept of tenants – in- common had not been discussed or considered.

38. Fundamentally, the concepts of joint tenancy and tenancy-in-common are different and distinct in form and substance. Therefore, the focal point for consideration is whether the petitioner, being a co- tenant, is having any right to get adjudicated in respect of the tenancy in question? The basic question which arises for consideration is whether the petitioner, being a legal heir of the deceased father, is a co-tenant or a joint tenant? In this context, it is important to note that the incidents regarding the co-tenancy and joint tenancy are different: joint tenants have unity of title, unity of commencement of title, unity of interest, unity of equal shares in the joint estate, unity of possession and right of survivorship.

39. ‘Tenancy-in-common’ is a different concept. There is unity of possession but no unity of title, i.e., the interests are differently held and

each co-tenant has different shares over the estate. Thus, the tenancy rights, being property rights, by applying the principle of inheritance, the shares of heirs, are different, and ownership of lease hold rights would be confined to the respective shares of each heir; and none will have title to the entire lease hold property. Therefore, the estate shall be divided among the co-tenants, and each tenant in common has an estate in the whole of single tenancy. Consequently, the privity exists between the landlord and the tenant in common in respect of such estate.

40. Therefore in view of above discussion it is emerged that the tenancy between the Petitioner and Respondent no. 1 is a tenancy-in-common; not joint tenancy. Therefore, I have no hesitation to hold that the tenancy rights had been devolved upon the Petitioner and Respondent no. 2 as tenants in common; and not as joint tenants.

41. Thus, the right of the petitioner being a tenant in common qua the landlord has not been adjudicated; therefore, the tenancy remains alive. It is settled law that the tenancy cannot be terminated in piecemeal. The rights of the petitioner as a tenant in common need to be adjudicated for the effective termination of the tenancy.

42. Accordingly, the instant petition is allowed.

43. Consequently, the orders of Rent Controller in E-304/2010 as well as Execution Petition No. 51/2012 are set aside; and it is directed that the petitioner be impeded as a party in suit no. E-304/2010, in the court of ARC (Central), Tis Hazari, Delhi.

CM.Nos. 13333/2012 (Stay) & 20067/2012 (for Interim directions)

With the disposal of the petition itself, instant applications have become infructuous and disposed of as such.

SURESH KAIT, J

DECEMBER 05, 2013

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