



2026:DHC:8400



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 28.09.2026**# **CNR No. DLHC010467312026**+ RC.REV. 372/2026, CAV 472/2026 (U/S 148-A of the CPC.),
CM APPL. 67299/2026 (Stay) & CM APPL. 67300/2026 (Ex.)**MS NEW JANTA TRANSPORT COMPANY & ANR.**

.....Petitioners

Through: Mr. Rajesh Srivastava,
Advocate.

versus

MR. SANJAY SINGHAL & ANR. RespondentsThrough: Mr. Praful Jindal, Advocate for
Respondent No. 1.**CORAM:****HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (Oral)

1. The present Revision Petition has been filed under the *proviso* to Section 25-B(8) of the Delhi Rent Control Act, 1958 [**“DRC Act”**], assailing the Order/Judgment dated 29.05.2026 [**“Impugned Order”**], passed by the learned Additional Rent Controller, Central District, Tis Hazari Courts, Delhi [**“learned ARC”**] in the Eviction Petition, being ARC 412/2024, titled *“Sanjay Singhal vs. Jawahar Singh Dua & Ors.”*.

2. By way of the Impugned Order, the learned ARC has rejected the Application seeking leave to defend and passed an eviction order as against the Petitioner/tenant.

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Signing Date: 05.10.2026
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RC.REV. 372/2026

Page 1 of 24



2026:DHC:8400



3. Learned counsel appearing on behalf of the Petitioners submits that the Impugned Order suffers from material infirmities and that the Application seeking leave to defend raised several triable issues which have not been properly appreciated by the learned ARC. He has confined his challenge to the Impugned Order on four principal grounds.

4. *Firstly*, learned counsel submits that the eviction petition itself was barred by the provisions of Section 14(6) of the DRC Act. It is his submission that the title documents relied upon by Respondent No.1 disclose acquisition of interests in the subject property in the years 2020 and 2021 and that the eviction petition, having been instituted in July, 2024, was filed within the period of five years contemplated under Section 14(6) of the DRC Act. It is, therefore, contended that the learned ARC failed to appreciate the statutory bar operating against the institution of the eviction proceedings.

5. *Secondly*, learned counsel submits that the plea of bona fide requirement was not made out. According to him, the requirement pleaded by Respondent No.1 was essentially for his son, whereas the material placed on record by the Petitioners demonstrated that the son was already engaged in the business of grains and was carrying on such business through existing business establishments. It is submitted that the material in the form of printouts from social-media platforms was placed before the learned ARC precisely to demonstrate that the alleged requirement of commencing or expanding the business was not genuine.

6. *Thirdly*, learned counsel submits that the Respondent No.1 has sufficient alternative accommodation available to him. He submits that Respondent No.1 and the other co-owners have substantial portions of

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BHATIA
Signing Date: 05.10.2026
11:00:58

RC.REV. 372/2026

Page 2 of 24



2026:DHC:8400



the same property and are already carrying on business therefrom. It is further submitted that other portions/floors of the property are also available and, according to the Petitioners, remain unutilised. The contention, therefore, is that the requirement of the tenanted premises cannot be regarded as *bona fide* when other accommodation is available within the same property and could be utilised for the alleged business requirement.

7. Lastly, learned counsel points out a discrepancy between the dimensions/area reflected in the title documents and those shown in the site plan relied upon by Respondent No.1. It is submitted that while the Sale Deed refers to an area of 210 square yards, the area of the subject premises has been stated to be approximately 248 square yards. According to the learned counsel, this discrepancy, coupled with the manner in which the site plan has been prepared, raises a serious issue regarding the identification and extent of the premises forming the subject matter of the eviction proceedings.

8. In support of his submissions, learned counsel for the Petitioners places reliance upon *M/S Geeta Press vs. Madhu Rastogi*¹ and submits that the principles governing the exercise of revisional jurisdiction do not preclude this Court from interfering where the learned ARC has failed to properly consider material contentions which go to the root of the claim for eviction.

9. **Per Contra**, learned counsel appearing on behalf of Respondent No. 1 supports the Impugned Order and submits that the present proceedings are circumscribed by the limited revisional jurisdiction permissible to this Court under the proviso to Section 25-B(8) of the DRC Act. He submits that this Court, while exercising the aforesaid



2026:DHC:8400



jurisdiction, is not required to re-appreciate the material on record or undertake a fresh examination of the merits of the case as an appellate court. It is submitted that unless the Impugned Order suffers from any jurisdictional error, material irregularity, perversity or patent illegality, in exercise of revisional jurisdiction, no interference is called for.

10. This Court has heard learned counsel for the parties at length and, with their able assistance, perused the relevant documents as also the Impugned Order.

11. 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.

12. The contours of the aforesaid jurisdiction are well settled. The Hon'ble **Supreme Court**, in **Sarla Ahuja v. United India Insurance Co. Ltd.**², **Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh**³, and, more recently, in **Abid-Ul-Islam v. Inder Sain Dua**⁴, has consistently held that the jurisdiction exercised by the High Court under the *proviso* to Section 25B(8) of the DRC Act is supervisory and revisional in character and cannot be equated with the exercise of appellate jurisdiction.

13. The aforesaid principles have also been reiterated and relied upon by Coordinate Benches of this Court, *inter alia*, in **Pankaj Pahwa v. Prem Wati & Ors.**⁵, and **Sanjeev Hiranandani v. Sunny Grover**⁶.

¹ Civil Appeal No. 5591 of 2021 arising from Special Leave Petition (C) No. 13544 of 2021

² (1998) 8 SCC 119

³ (2014) 9 SCC 78

⁴ (2022) 6 SCC 30

⁵ 2024:DHC:9322

⁶ 2025:DHC:11285



2026:DHC:8400



14. 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, including the legality and propriety thereof, and does not permit the High Court to substitute its own view for that of the learned Rent Controller merely because another view on the material available on record may be possible. The relevant observations of the Hon'ble Supreme Court read as under:

“23. The proviso to Section 25-B(8) gives the High Court exclusive power of revision against an order of the learned Rent Controller, being in the nature of superintendence over an inferior court on the decision-making process, inclusive of procedural compliance. Thus, the High Court is not expected to substitute and supplant its views with that of the trial court by exercising the appellate jurisdiction. Its role is to satisfy itself on the process adopted. The scope of interference by the High Court is very restrictive and except in cases where there is an error apparent on the face of the record, which would only mean that in the absence of any adjudication per se, the High Court should not venture to disturb such a decision. There is no need for holding a roving inquiry in such matters which would otherwise amount to converting the power of superintendence into that of a regular first appeal, an act, totally forbidden by the legislature.”

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

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Signing Date: 05.10.2026
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RC.REV. 372/2026

Page 5 of 24



2026:DHC:8400



absence of adjudication warranting interference.

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

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

18. This Court now proceeds to examine the grounds of challenge urged on behalf of the Petitioners. The first contention relates to the applicability of Section 14(6) of the DRC Act. The Petitioners contend that the ownership of the subject premises is traceable to documents of the years 2020 and 2021 and, consequently, the eviction petition instituted in July, 2024 was barred by the statutory embargo contained in the said provision. The learned ARC, however, upon examination of the title documents placed on record, has found that Respondent No.1 had acquired an undivided share in the subject premises pursuant to the registered Sale Deed dated 18.08.1998. The relevant portion of the Impugned Order in relation to the aforesaid finding of the Learned

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Signing Date: 05.10.2026
11:00:58

RC.REV. 372/2026

Page 6 of 24



ARC is reproduced hereinbelow:

“I. Ownership of the petitioner over the tenanted premises as well as existence of landlord-tenant relationship between the petitioner and the respondents.

12. Before going into facts, it is important to discuss the law regarding concept of ‘ownership’ under the DRC Act which is different from the title suit under CPC. In case titled as **Jiwan Lal Vs. Gurdial Kaur & Ors. 1995 RLR 162** a Bench of Hon’ble High Court of Delhi while dealing with the concept of ownership in a pending eviction petition under Section 14(1)(e) of the DRC Act had noted as follows: -

“There is a tendency on the part of tenants to deny ownership in cases under Section 14(1)(e). To test the substance of such a plea on the part of the tenants the Courts have insisted that they should state who else is the owner of the premises if not the petitioner. In the present case it is not said as to who else is the owner. Further these cases under Section 14(1)(e) are not title cases involving disputes of title to the property. Ownership is not to be proved in absolute terms. The respondent does not claim the owner of the premises.”

13. In **Ramesh Chand vs. Uganti Devi, 157 (2009) DLT 450**, this Court has specifically held that: -

“It is settled preposition of law that in order to consider the concept of ownership under Delhi Rent Control Act, the Court has to see the title and right of the landlord qua the tenant. The only thing to be seen by the Court is that the landlord had been receiving rent for his own benefit and not for and on behalf of someone else. If the landlord was receiving rent for himself and not on behalf of someone else, he is to be considered as the owner, howsoever imperfect his title over the premises may be. The imperfection of the title of the premises cannot stand in the way of an eviction petition under Section 14 (1) (e) of the D.R.C. Act, neither the tenant can be allowed to raise the plea of imperfect title or title not vesting in the landlord and that too when the tenant has been paying rent to the landlord. Section 116 of the Evidence Act creates estoppel against such tenant. A tenant can challenge the title of landlord only after vacating the premises and not when he is occupying the premises. In fact, such a tenant who denies the title of the landlord, qua the premises, to whom he is paying rent, acts dishonestly. I, therefore, find that there was no infirmity in the order of learned ARC in this respect.”

14. Further, in the case titled as **Smt. Shanti Sharma & Ors. Vs. Smt. Ved Prabha & Ors 1987 AIR 2028**, the Hon’ble Supreme Court observed: -

“That the meaning of term ‘owner’ is vis a vis the tenant i.e. the owner should be something more than the tenant.



2026:DHC:8400



It is also well settled that the petitioner should be something more than the tenant and the petitioner need not prove his ownership in absolute terms. It is sufficient for the petitioner to prove or to show that he is something more than a tenant.”

15. Hence, it is well-settled that for the purpose of seeking eviction, the landlord/lady was only required to show that he was enjoying rights in respect of the subject premises and held better title than the tenant. In fact, vesting of absolute ownership is not a pre-requisite for adjudication of an Eviction Petition under Section 14(1)(e) of the DRC Act. The landlord’s ownership is good against the world except the true owner.

16. Now reverting to facts of the instant petition, the case of petitioner in brief is that petitioner along with Sh. Suresh Kumar Bansal and late Sh. H.C Garg, jointly purchased the said premises, i.e. ground floor of property bearing Nos. 4120, 4121 on front side main road, and 4150 on the backside, [Plot No. 110 (old)] situated at Baston Road, Naya Bazar, Delhi-110006, totally admeasuring 210 Sq. Yds. including built up area vide registered sale deed dated 18.08.1998. That after death of Late Sh. H.C Garg, who died intestate on 19.05.2018, all the legal heirs of late Sh. H.C Garg vide registered relinquishment deed dated 27.02.2020, released/relinquished all their rights, title, interests and benefits in respect of 1/3rd undivided share of in the said premises in favour of Mr. Sharwan Kumar Garg (son of late Sh. H.C Garg). Accordingly, Mr. Sharwan Kumar Garg became absolute owner of 1/3rd undivided share in the property. Further that on 30.12.2021, other co-owner, Sh. Suresh Kumar Bansal pursuant to a family partition/settlement, transferred his 1/3rd undivided share in the property in favour of his nephew viz., Mr. Mukul Bansal, vide registered gift deed dated 30.12.2021. Therefore, petitioner along with Sh. Mukul Bansal and Sh. Sharwan Kumar Garg is the joint and absolute owner of the said premises which includes tenanted premises. It is submitted by petitioner that other co-owners, Mr. Sharwan Kumar Garg and Mr. Mukul Bansal have no objection to present eviction proceedings against the respondents.

17. At this juncture, it is observed that it is a matter of legal trite that any co-owner can file the eviction petition. There is no need of any written consent of other co-owners. In the case titled as **M/s Indian Umbrella Manufacturing Co. & Ors. vs. Bhagabandei Agarwalla (Dead) by LRs Smt. Savitri Agarwalla & Ors., AIR 2004 1321**; it was held that:

“The consent of other co-owners is assumed to be taken unless it is shown that the other co-owners were not agreeable to the ejection of the tenant and suit/petition for their eviction was filed despite their dis-agreement.”

18. Petitioner has relied upon a site plan, a copy of registered sale deed dated 18.08.1998, copy of registered relinquishment deed dated 27.02.2020, copy of registered gift deed dated 30.12.2021

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Signing Date: 05.10.2026
11:00:58

RC.REV. 372/2026

Page 8 of 24



2026:DHC:8400



and copy of rent receipt dated 25.11.2010.

19. It is further argued on behalf of petitioner that respondents have acknowledged the Petitioner as his landlord as the respondents/tenants vide another letter dated 22.12.2011, submitted a demand draft bearing 969863 dated 05.12.2011 for Rs. 1,000/- drawn on OBC Bank toward monthly rentals from 01.04.2011 till 31.03.2012. In support of this contention, petitioner has placed on record copy of letters dated 03.10.2011 and 22.10.2011.

20. It is pertinent to note that in the entire leave to defend affidavit respondents have not denied the landlord tenant relationship between the parties nor challenged the ownership of petitioner over suit property.

21. In fact, in leave to defend affidavit, respondents have categorically submitted that they have been in possession of tenanted premises, i.e. premises no.4150 Naya Bazar, New Delhi since 2003 after the death of their father, late Sh. Devender Singh. Admittedly, Mr. Devender Singh had been running the business of New Janta Transport Company at the subject property since before 1970. Hence, respondents have acquired tenancy by operation of law after death of their father namely, Late Sh. Devender Singh. Hence, it is trite that once a tenant is always a tenant. Therefore, relationship of landlord and tenant between the petitioner and the respondent is not in question in any manner.

22. Firstly, objection taken by respondents is that present proceedings are bad in law for misjoinder of necessary and proper parties and deserve to be dismissed as Sh. Devender Singh was survived by the respondent no.1 and respondent no.2 and two sisters namely Ms. Tejinder Kaur and Ms. Jagjeet Kaur. That other legal heirs of late Sh. Devender Singh have not been arrayed as parties in the present petition. Same is opposed by the opposite party on the ground that it is not necessary to implead all the joint tenants.

23. It is observed that the argument of respondent that present petition is bad of non-joinder of other legal heirs of late Sh. Devender Singh is devoid of any merit as the Hon'ble Apex Court in case titled '**Mohd. Usman Vs. Surayya Begum**', 199 (3) Delhi Lawyer 163 and in **Kanji Manji Vs. Trustees of Port of Bombay**, AIR 1963 SC 498 held that:

"On the death of a tenant, the legal heirs inherits the tenancy rights as joint tenants and not as tenants in common. In joint tenancy two or more tenants take identical interests simultaneously with each other. The joint tenancy differs from tenancy in common. In joint tenancy, incidents of tenancy are the same as those enjoyed by original tenant and if one of the legal heirs is not made a party, the other legal heirs who are joint tenants represents the tenancy".

24. Further, the grey area, if there was any, in respect of representation by legal heirs of deceased tenant and their impleadment was put to rest by Hon'ble Supreme Court of India in

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Signing Date: 05.10.2026
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RC.REV. 372/2026

Page 9 of 24



2026:DHC:8400



Suresh Kumar Kohli Vs. Rakesh Jain (Civil Appeal No. 3996 of 2018 decided on 19.04.2018) wherein it has been held as under: -

“20. We are of the view that in the light of H.C. Pandey (supra), the situation is very clear 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 occupying the property or not. It is sufficient for the landlord to implead either of those persons who are occupying 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 heirs who are in occupation of the property is sufficient for the purpose of filing of eviction petition. An eviction petition against one of the joint tenants is sufficient against all the joint tenants and all joint tenants are bound by the 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.”

25. Hence, present petition filed against two of the legal heirs of late Sh. Devender Singh cannot be said to be non-maintainable.

26. Another ground raised by respondents is that present petition is hit by section 14(6) of DRC Act. It is contended that Mr. Sharwan Kumar Garg has become a co-owner of the subject property vide document dated 27.02.2020, and that Mr. Mukul Bansal has become the co-owner of the subject property by way of acquiring document dated 31.12.2021. Thus, the petition has been filed on 19.07.2024, which is within the period of 5 years from acquisition and hence, barred by section 14(6) of DRC Act.

27. Per contra, it is argued on behalf of petitioner that it is not the case that petitioner became the owner in the year 2020 or 2021.

28. It is observed that petitioner has relied upon copy of registered sale deed dated 18.08.1998 whereby petitioner along with Sh. Suresh Kumar Bansal and late Sh. H.C Garg, jointly purchased the said premises, i.e. ground floor of property bearing Nos. 4120, 4121 on front side main road, and 4150 on the backside, Plot No. 110 (old) situated at Baston Road, Naya Bazar, Delhi-110006, totally admeasuring 210 Sq. Yds. including built up area (which includes tenanted premises herein). Hence, petitioner became owner of 1/3rd undivided share of said premises in the year 1998 itself and present petition cannot be said to be barred by section 14(6) of DRC Act.”

19. On a consideration of the material placed on record, this Court finds no infirmity in the aforesaid finding. The documents being the relinquishment deed dated 27.02.2020 and the gift deed dated 30.12.2021, whereby the interests of the other co-owners came to be

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BHATIA
Signing Date: 05.10.2026
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RC.REV. 372/2026

Page 10 of 24



2026:DHC:8400



transferred, do not establish that Respondent No.1 himself acquired his interest in the subject premises only under the said documents. On the contrary, the registered Sale Deed dated 18.08.1998 records the acquisition of an undivided share in the premises, including the tenanted portion, by Respondent No.1. The subsequent acquisition of interests by other co-owners cannot, by itself, alter the date on which Respondent No.1 acquired his own interest in the property. The challenge founded on Section 14(6) of the DRC Act, therefore, proceeds on a premise which is not borne out from the record.

20. It is also trite law that a co-owner can maintain eviction proceedings without the necessity of the other co-owners being parties in the Petition. The Petitioners have not placed any material to demonstrate that the eviction proceedings have been instituted in opposition to the interest of the other co-owners or that the latter object to the institution of the present proceedings. The objection on this count, therefore, does not disclose any triable issue.

21. Even otherwise, the learned ARC also examined the question of ownership and the existence of the landlord-tenant relationship between the parties in the backdrop of the settled position that, for the purposes of an eviction petition under Section 14(1)(e) of the DRC Act, the landlord is not required to establish an absolute or perfect title as in a title suit, but only a title or interest superior to that of the tenant. In the present case, Respondent No.1 has placed on record the registered Sale Deed dated 18.08.1998, the subsequent relinquishment and gift deeds, as also rent receipts and other material evidencing the landlord-tenant relationship. Significantly, the Petitioners, in their leave to defend application, have not disputed the landlord-tenant relationship between the parties or challenged the ownership of

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Signing Date: 05.10.2026
11:00:58

RC.REV. 372/2026

Page 11 of 24



2026:DHC:8400



Respondent No.1 over the subject premises. Rather, their case proceeds on the basis of their occupation of the tenanted premises as tenants. In these circumstances, the challenge to the status of Respondent No.1 as landlord cannot be sustained merely by raising an objection regarding the manner in which the subsequent interests of the co-owners came to be acquired.

22. The second contention relates to the *bona fide* requirement pleaded by Respondent No.1 for the purposes of his son's business. The Petitioners contend that the son of Respondent No.1 was already engaged in the business of grains and that material in the form of social-media printouts had been placed before the learned ARC to demonstrate the same. It is further contended that the son is already carrying on the said business from other premises and has access to additional accommodation, including the first floor of property bearing No. 4121, Naya Bazar, New Delhi. It is thus urged that the alleged requirement of the tenanted premises is not genuine.

23. The learned ARC has considered this aspect in detail and has also taken note of the material relied upon by the Petitioners in support of the said objection. The relevant portion of the Impugned Order in relation to the aforesaid finding of the Learned ARC is reproduced hereinbelow:

“33. The petitioner has stated in the petition that tenanted premises is bonafidely required for son of petitioner who has joined petitioner's business and wants to expand the same. It is submitted that petitioner is running a whole-sale trading business of pulses in the name and style of M/s. Mangat Ram Bhagwat Swarup from the property bearing no. 4121 (front side), ground floor, which is on the front side of the tenanted premises. Now the son of the petitioner, i.e. Mr. Shivank Singhal, after completion of his graduation and masters (B.A LLB and LLM), has joined hands with his father with aim to expand to whole sale business of other grains\pulses being sold by them. It is submitted that the space



available right now is highly insufficient as he cannot store the sample of goods for sale purposes and does not have space for office/staff and for expansion of business operations by the petitioner, additional space is required.

34. On the other hand, respondents have denied the alleged Bonafide need of petitioner. It is contended by respondents that there is no Bonafide requirement of petitioner and his son as they have come to know that son of petitioner Sh. Shivank Singhal has been in business of grains for past 12 years and he is running the business through a company namely Mangat Ram Dal Mills Private Limited which is in directorship of the petitioner and his family and he is conducting online business by way of website www.mangatramonline.com with its office at M-16,, Badli Industrial Estate Delhi-110092. Respondents have relied upon screenshot of the social media platform of Mr. Shivank Singhal. That the said company has been functioning since the past 26 years and is also in possession of the entire first floor of property bearing no. 4121 Naya Bazar New Delhi. Further that there is another company bearing the name Sarnamal Rajkumar traders Pvt Ltd. having its directors as Sneh Singhal and Naresh Kumar Singhal (relatives of the petitioner) was registered at 4150 Naya Bazar New Delhi-110006. That there is another company by the name of Vinay Food Processors Pvt Ltd' having its directors as Vinay Singhal, Ajay Kumar Singhal, the petitioner and Angoori Devi, with its registered office at 4121 Naya Bazar, New Delhi-110006. The said company is also conducting the same online sales business that is being alleged as the bonafide requirement of the son of the petitioner.

35. Firstly, it is observed averments of respondents are vague and they not file any substantive document other than copy of social media profile of son of petitioner in support of above said contention. Even for the sake of arguments, if the contention of respondents is presumed to be correct still it is trite law that no one can be expected to sit idle in order to make successful his claim for eviction for bonafide need. Reliance is placed upon case titled as **Raghunath G. Panhale Vs. M/s Chaganlal Sundarji & Co., AIR 1999 SC 3864**, wherein it was observed that: -

“.....A landlord need not lose existing job nor resign it nor reach a level of starvation to contemplate that he must get possession of his premises for establishing a business”

“One cannot imagine that a landlord who is in service should first resign his job and wait for the un-foreseen and uncertain result of a long-drawn litigation. If he resigned his job, he might indeed end up in utter poverty, joblessness is not a condition precedent for seeking to get back one's premises.....”

36. Further the aforementioned apprehensions of respondents are already taken care of in the DRC Act itself by our legislative



forefathers while enacting the laws who have already considered possibility of misuse in the hands of unscrupulous landlords and thereby inserted **Section 19** of DRC Act which reads as follows: -

“Where a landlord recovers possession of any premises and the premises are not occupied by the landlord or by the person for whose benefit the premises are held, within two months of obtaining such possession, or the premises having been so occupied are, at any time within three years from the date of obtaining possession, relet to any person than the evicted tenant without obtaining the permission of the Controller such tenant can be put back to the premises or be paid such compensation as the Controller thinks fit.”

37. Hence, if the requirement of landlord is not bonafide and if a landlord abuses the process of the court, obtain an order of eviction, subsequently lets out the property or sells the same, the tenant can always apply for restitution under section 19 of the DRC Act.

38. It is further observed that the law is very well settled that the requirement of the landlord is to be presumed as genuine and, in this regard, reference can be also made to the judgment of Hon’ble Supreme Court titled as **Abid-Ur-Islam Vs Indersen Dua dated 07.04.2022**, wherein it was observed as follows: -

“.....when a landlord asserts that he requires his building for his own occupation, the Rent Controller shall not proceed on the presumption that the requirement is not bonafide. When other conditions of the clause are satisfied and when the landlord shows a prima facie case, it is open to the Rent Controller to draw a presumption that requirement of the landlord is bonafide.....”

39. Further at this juncture, the law regarding the bonafide need has been made clear by the Hon’ble Apex Court in the case titled as **Sarla Ahuja v. United India Insurance Co. Ltd. reported as AIR 1999 Supreme Court 100**, whereby it was held that:

“..... The crux of the ground envisaged in clause (e) of Section 14(1) of the Act is that the requirement of the landlord for occupation of the tenanted premises must be bona fide. When a landlord asserts that he requires his building for his own occupation the Rent Controller shall not proceed on the presumption that the requirement is not bona fide. When other conditions of the clause are satisfied and when the landlord shows a prima facie case it is open to the Rent Controller to draw a presumption that the requirement of the landlord is bona fide. It is often said by Courts that it is not for the tenant to dictate terms to the landlord as to how else he can adjust himself without getting possession of the tenanted premises. While deciding the question of bona fides of the requirement of



2026:DHC:8400



the landlord it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted himself....”

40. Now in view of this legal position and present facts and circumstances, the presumption of genuineness of requirement has to be drawn in favor of petitioner only. Thus, respondents have failed to raise any triable issue qua the bonafide requirement of the petitioner.”

24. This Court is unable to accept that the material relied upon by the Petitioners, even if taken at its highest, necessarily displaces the case set up by Respondent No.1. The case pleaded by the landlord is not that his son is presently without any occupation or business, but that, having joined the existing business, he requires the premises for the purpose of wholesale business of other pulses and grains as also for storing samples of products and for space for office/staff. The mere circumstance that a person is already carrying on a business cannot, by itself, lead to the conclusion that requirement of space for the purposes as set out is inherently lacking in bona fides. In any event, admittedly it is not the Petitioner’s contention that the present case is of additional accommodation.

25. In ***Ranjit Singh Sethi v. Gurmeet Singh Chawla***⁷, this Court dealt with a similar situation where the landlord was already carrying on a bakery business from an adjoining shop and sought the tenanted premises for expansion of the existing business. The Court recognised that the fact that a business is already being carried on does not, by itself, negate the bona fide requirement for additional space, particularly where the premises sought are considered suitable for expansion. Applying the said principle, the mere fact that the son of Respondent No.1 is already carrying on business elsewhere would not,

⁷ 2012 SCC OnLine Del 320



2026:DHC:8400



in itself, defeat the pleaded requirement for additional space for expansion of the existing business. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

“8. The Supreme Court has time and again said that the landlord is the best Judge of his requirement and it is neither open to the tenant nor to the Court to dictate the landlord on this aspect both with respect of his requirement for a residential or commercial premises.

9. In **Sait Nagjee Purushotham & Co. Ltd. v. Vimalabai Prabhulal**, (2005) 8 SCC 252; the Court observed as under:

“It is always the prerogative of the landlord that if he requires the premises in question for his bona fide use for expansion of business this is no ground to say that the landlords are already having their business at Chennai and Hyderabad therefore, it is not genuine need. It is not the tenant who can dictate the terms to the landlord and advise him what he should do and what he should not. It is always the privilege of the landlord to choose the nature of the business and the place of business.”

10. In **Sudesh Kumar Soni v. Prabha Khanna**, 2008 SCC OnLine Del 1128 : (2008) 153 DLT 652, the Court observed as under:

“It is not for tenant to dictate terms to landlord as to how else he can adjust himself without getting possession of tenanted premises-suitability has to be seen for convenience of landlord and his family members and on the basis of circumstances including their profession, vocation, style of living, habit and background.”

26. More importantly, the learned ARC has considered the very material relied upon by the Petitioners and has found that apart from the social-media material, no substantive material had been placed to establish that the existing business arrangements rendered the requirement pleaded by the landlord false or inherently improbable. This finding is one which was available to the learned ARC on the material before it and cannot be said to be perverse merely because another view of the same material may be suggested by the Petitioners.

27. It is also material that the requirement pleaded by Respondent No.1 is for setting up of a wholesale business as also for storage of

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BHATIA
Signing Date: 05.10.2026
11:00:58

RC.REV. 372/2026

Page 16 of 24



2026:DHC:8400



samples and to provide space for office and staff. Thus, the requirement cannot be examined in isolation by merely asking whether some business activity is already being undertaken. The relevant enquiry is whether the landlord has demonstrated a genuine requirement for the particular premises for the purpose pleaded by him. The learned ARC, upon consideration of the pleadings and material placed before it, answered that question in favour of Respondent No.1. In the absence of any material demonstrating that such finding is founded upon an erroneous legal principle, ignores a material piece of evidence, or is so unreasonable as to warrant revisional interference, this Court would not be justified in substituting its own assessment of the factual material.

28. The Petitioners next contend that Respondent No.1 has sufficient alternative accommodation and that, in particular, portions/floors of the same property are available to him. It is submitted that the Respondent No.1 already owns and utilises a substantial portion of the property for carrying on his business and that other portions are lying vacant. Learned counsel for Respondent No.1 disputes that the alleged premises constitute suitable alternative accommodation and submits that the Petitioners have not established either their availability for immediate use by Respondent No.1 or their suitability for the specific business requirement pleaded in the eviction petition.

29. The objection regarding alternative accommodation has to be examined not merely from the standpoint of the existence of some other space but from the standpoint of whether such space is reasonably suitable for the requirement asserted by the landlord. The mere identification of another portion of a property, without

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BHATIA
Signing Date: 05.10.2026 11:00:58
RC.REV. 372/2026



2026:DHC:8400



demonstrating its availability, possession, accessibility and suitability for the particular purpose for which possession is sought, cannot by itself constitute a triable issue.

30. The learned ARC has noticed that the Respondent No.1 was already carrying on his wholesale business from the ground floor of the adjoining premises and had specifically pleaded the need for additional space for setting up wholesale business of other pulses/grains as also for storage of samples and for the purpose of office and staff. The Petitioners, on the other hand, have not been able to demonstrate from the material on record that any particular alternative accommodation identified by them was, in fact, available to Respondent No.1 and was reasonably suitable for the same requirement.

31. At this stage, it is also necessary to bear in mind that the Court is not required to undertake an exercise of substituting the landlord's assessment of his business requirements with its own. The principle that the landlord is ordinarily the best judge of his requirement does not, however, dispense with the requirement of examining whether the alleged alternative accommodation is actually available and suitable. In the present case, the learned ARC has undertaken that exercise and has found the objections of the Petitioners to be vague and unsupported by sufficient material. The finding, therefore, cannot be characterised as one arrived at without consideration of the Petitioners' case. The mere assertion that other portions of the property exist, without establishing their suitability for the pleaded requirement, does not furnish a ground for revisional interference. The relevant portion of the Impugned Order in relation to the aforesaid finding of the Learned ARC is reproduced hereinbelow:

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By: HARVINDER KAUR
BHATIA
Signing Date: 05.10.2026 11:00:58
RC.REV. 372/2026



2026:DHC:8400



“41. It is submitted on behalf of petitioner that the petitioner has no suitable alternative accommodation at his disposal to expand the business activity as contemplated by the son of the petitioner who is dependent upon the petitioner for the purpose of availability of space to continue running the business of the petitioner.

42. On the other hand, it is contended by respondents that as per the title documents that have been filed by the petitioner, the petitioner and his co-owners do not own just 50 Sq. Yds as have been mentioned by them, but they own three buildings which are building no. 4120 and 4121 on one side and 4150 on the backside of the main road of Naya Bazar New Delhi-110006. Per contra, in reply it is submitted by petitioner that registered sale deed along with site plan makes it clear that it is one single plot which has three numbers.

43. In view of the court, all the contentions of respondents are vague and unsubstantiated. Further in petition itself, petitioner has disclosed that petitioner is running a whole-sale trading business of pulses in the name and style of M/s. Mangat Ram Bhagwat Swarup from the property bearing no. 4121 (front side), ground floor, which is on the front side of the tenanted premises.

44. Even otherwise, it is trite that tenant cannot dictate the landlord as to what is adequate and landlord is the best judge of his requirements. At this juncture, it is also pertinent to mention that in case titled as **“Balwant Singh @ Bant Singh & Anr. v. Sudarshan Kumar & Anr.”** in case bearing Civil Appeal Nos. 231-232 of 2021 decided on 27.01.2021 the Hon’ble Supreme Court has observed that:

“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. It is further been observed that the genuine need of the appellant to secure vacant possession of the premises for the proposed business is found to be established. The adequacy or otherwise of the space available with the landlord for the business in mind is not for the tenant to dictate”

45. It is trite that tenant cannot dictate the landlord as to what is adequate and landlord is the best judge of his requirements. It is a settled law that mere availability of other alternate accommodation is itself not the decisive factor for denial of eviction proceedings by the landlord, more so, since there are various factors like the size, location, access, purpose, viability, safety concerns, footfall, and/or like, amongst others which have/ are to be taken into consideration while dealing with the aspect of availability of alternate suitable accommodation. Reliance is placed upon case titled as **Shiv Sarup Gupta v Dr. Mahesh Chand Gupta [(1999) 6 SCC 222]**.

46. The contention of respondents that petitioner has many other properties which he has not disclosed is vague and bald. Further, in

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By: HARVINDER KAUR
BHATIA
Signing Date: 05.10.2026
11:00:58

RC.REV. 372/2026

Page 19 of 24



the eviction petition, the landlord need not disclose the alternate properties available to him if he is of the view that the alternate properties are unsuitable for him. The eviction petition is not a declaration or disclosure of all the immovable assets of the landlord and then and the exercise of sifting through the ones' which are or could be deemed to be suitable as alternate accommodation. For any property to be considered alternately available, it has first to be available, i.e. in possession of the landlord and capable of being put to immediate use; thereafter only the issue of its suitability for the bona fide need arises. The landlord's discretion and prerogative in this regard cannot be questioned, except insofar as it is not whimsical, ex facie or shockingly unreasonable. Reliance is placed upon **Babu Lal vs Atul Kumar & Anr. CRP No.147 of 2012** passed by the Hon'ble High Court of Delhi.

47. Even otherwise, it can be observed that it is not for the tenant to dictate to the landlord that how he should meet or fulfill his requirement. In this regard reference can be also made to the judgment of Hon'ble High Court of Delhi titled as **Sudesh Kumar Soni & Ors. Vs. Prabha Khanna & Ors. [153 (2008) DLT 652]** it was observed that:-

“24. It is often said by courts that it is not for the tenant to dictate terms to the landlord as to how else he can adjust himself without getting possession of the tenanted premises. While deciding the question of bona fides of the requirement of the landlord it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted himself.

25. Suitability has to be seen from the convenience of the landlord and his family members and on the basis of the circumstances including their profession, vocation, style of living, habits and background. Landlord is the best judge of his residential requirement.”

50. In **Praveen and Another vs Mulak Raj and Others (2023) SCC OnLine Del 7721**, it has been held by the Hon'ble High Court that the Courts are not to sit in the armchair of the landlord and dictate as to how the available property of the landlord is to be best utilized by him. The landlord is the absolute owner of his property and is the best person to decide which property is to be utilized in what way.

51. In view of the settled legal position, it is not for the respondent to dictate to the petitioner that it should use some other accommodation for its business, even if it is indeed available with the petitioner. The tenanted premises belong to the petitioner and it is for the petitioner to see whether it is suitable for its requirement or not. It is the right of the petitioner to choose a property which is going to be more profitable and convenient for his business. If the



2026:DHC:8400



tenanted premises is suitable as per his needs, the petitioner has every right to possess the said premises and the respondent cannot contend that the petitioner should manage his affairs otherwise. While deciding the question of bonafide requirement of the landlord, it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted. In view of the above discussion, the allegation of the respondents that the petitioner has alternative suitable accommodations does not give rise to any triable issue.

52. Accordingly, I am duly satisfied that the petitioner needs the tenanted premises in question for purpose of setting up/expansion of his business along with his son and I am further satisfied that the petitioner does not have any other alternate property available with him to fulfill the said requirement.

53. After analysis of the present factual situation in backdrop of the law discussed above, this Court is of the considered opinion that respondents have failed to raise any triable issue in respect of bonafide need of petitioner and alternate accommodation available with the petitioner.”

32. The last factual objection concerns the alleged discrepancy in the area of the subject premises. It is contended that whereas the Sale Deed refers to an area of 210 square yards, the tenanted premises is stated to measure approximately 248 square yards, and that the site plan filed by Respondent No.1 consequently does not correspond with the title documents. The learned ARC has considered this objection along with the related objection concerning the dimensions reflected in the site plan and has held that such discrepancy does not affect the landlord-tenant relationship or the identification of the subject premises.

33. In the opinion of this Court, no material prejudice is shown to have been caused to the Petitioners on account of the alleged discrepancy. The question before the learned ARC was whether Respondent No.1 had established his status as landlord of the premises in question and whether the premises forming the subject matter of the eviction proceedings could be identified. Once the landlord-tenant



2026:DHC:8400



relationship and identity of the tenanted premises are otherwise established, a discrepancy in the dimensions or measurement reflected in the site plan would not, by itself, create a triable issue unless the Petitioners are able to demonstrate that the discrepancy renders the very identity of the premises uncertain or materially affects the claim for eviction. No such consequence is demonstrated in the present case. The relevant portion of the Impugned Order in relation to the aforesaid finding of the Learned ARC is reproduced hereinbelow:

“26. Another ground raised by respondents is that present petition is hit by section 14(6) of DRC Act. It is contended that Mr. Sharwan Kumar Garg has become a co-owner of the subject property vide document dated 27.02.2020, and that Mr. Mukul Bansal has become the co-owner of the subject property by way of acquiring document dated 31.12.2021. Thus, the petition has been filed on 19.07.2024, which is within the period of 5 years from acquisition and hence, barred by section 14(6) of DRC Act.

27. Per contra, it is argued on behalf of petitioner that it is not the case that petitioner became the owner in the year 2020 or 2021.

28. It is observed that petitioner has relied upon copy of registered sale deed dated 18.08.1998 whereby petitioner along with Sh. Suresh Kumar Bansal and late Sh. H.C Garg, jointly purchased the said premises, i.e. ground floor of property bearing Nos. 4120, 4121 on front side main road, and 4150 on the backside, Plot No. 110 (old) situated at Baston Road, Naya Bazar, Delhi-110006, totally admeasuring 210 Sq. Yds. including built up area (which includes tenanted premises herein). Hence, petitioner became owner of 1/3rd undivided share of said premises in the year 1998 itself and present petition cannot be said to be barred by section 14(6) of DRC Act.

29. Another contention of respondents is that the site plan filed by the petitioner is wrong and false as same does not co-relate with sale deeds relied upon by petitioner. It is argued that sale deeds identify the plot size to be 31 ft X 72 ft however, the petitioner shows that the site map is 28.6 ft in breadth and intentionally withholds the length of the entire plot.

30. However, it is a settled law that issue of minor discrepancies in site plan has no significance if it is proved that petitioner is the landlord of the subject property. Reliance is placed upon a case titled as **Rajender Kumar Pahuja vs Anup Narain Gaur RC REV 391/2024, CM APPL. 75295/2024**, wherein the Hon'ble High Court of Delhi has held as under:

“15. In any event, it must be borne in mind that the

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By: HARVINDER KAUR
BHATIA
Signing Date: 05.10.2026 11:00:58 RC.REV. 372/2026



2026:DHC:8400



respondent was required to identify the subject premises as also give a Site Plan, but it was not incumbent upon him to give the exact Site Plan under such circumstances. Once it was established that the respondent was the landlord of the subject premises, of which he was admittedly not in possession, the issue of minor inconsistencies in the Site Plan, if any, fades into significance. More so, as held in *Shakuntala Devi v. Mohan Das*, even the non-filing of site plan may not be fatal to the case of a landlord, depending on the facts and circumstances of the case.”

31. Therefore, the said issue qua the Site Plan filed by petitioner is discarded. Further the argument that the petitioner is playing fraud as he has placed on record a rent receipt dated 25.11.2010 which seems to be issued in the name of respondents’ father late Sh. Devender Singh, however, their father passed away on 05.11.2003 is not tenable when landlord tenant relationship has been duly established between the parties. Further in reply to leave affidavit, petitioner has submitted that fact of demise of father of respondents till such time, i.e. on the date of issuance of rent receipt dated 25.11.2010 was never informed by respondents to petitioner and as original tenancy was in name of father of respondents, receipt was issued in his name only.

32. Thus, there is no triable issue with respect to ownership of petitioner and landlord-tenant relationship between petitioner and respondents.”

34. This Court may also deal with the submission of learned counsel for the Petitioners founded upon *M/s Geeta Press (supra)*. The Judgment relied upon by the Petitioners cannot be read in isolation from the factual and evidentiary circumstances in which the principles therein were applied. The Petitioners have not demonstrated that the said decision lays down any proposition which would displace the findings returned by the learned ARC on the specific issues arising in the present case. More importantly, the present proceedings are at the stage of revisional scrutiny under the proviso to Section 25-B(8) of the DRC Act. The question before this Court is not whether another view of the material is conceivable, but whether the decision-making process adopted by the learned ARC suffers from any jurisdictional error, material irregularity, perversity or manifest illegality. The

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BHATIA
Signing Date: 05.10.2026
11:00:58

RC.REV. 372/2026

Page 23 of 24



2026:DHC:8400



judgment relied upon, therefore, does not advance the case of the Petitioners to that extent.

35. On a cumulative consideration of the aforesaid aspects, this Court finds that the learned ARC has considered each of the objections raised by the Petitioners in the leave to defend application, including the plea under Section 14(6), the challenge to the bona fide requirement, the plea of alternative accommodation and the objections concerning the site plan and measurement of the subject premises. The findings returned by the learned ARC are based on the material placed before it and are supported by the legal principles governing the grant of leave to defend in proceedings under Section 14(1)(e) read with Section 25-B of the DRC Act.

36. The jurisdiction of this Court under the proviso to Section 25-B(8) of the DRC Act is not that of an appellate court. Having regard to the findings recorded hereinabove, this Court does not find the Impugned Order to suffer from any jurisdictional error, material irregularity, perversity or manifest illegality warranting exercise of revisional jurisdiction. The Petitioners have essentially sought a re-appreciation of the material which was already considered by the learned ARC, which exercise is impermissible within the limited scope of the present proceedings.

37. In view of the foregoing discussion, the present Revision Petition, being devoid of merit, stands dismissed.

38. Accordingly, the present Petition, along with pending Application(s), stands disposed of in the above terms.

HARISH VAIDYANATHAN SHANKAR, J.
SEPTEMBER 28, 2026/nd/ma

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RC.REV. 372/2026

Page 24 of 24