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

Date of Decision: 07.05.2015

+   RC Rev. 342/2011

ANU MANGALANI   ..... Petitioner

Through: Mr. Sanjeev Sindhwani, Sr. Adv. with Mr. Sanjay Dua & Mr. Uday Joshi, Advs.

versus

RAJIV GUPTA   ..... Respondent

Through: Mr. Sudhir Nandrajog, Sr. Adv. with Mr. Jasmeet Singh, Ms. Kritika Mehra & Ms. Manpreet, Advs.

CORAM:
HON'BLE MR. JUSTICE NAJMI WAZIRI

NAJMI WAZIRI, J.

1. This petition under the proviso to Section 25B(8) of the Delhi Rent Control Act, 1958 (Act), impugns an order dated 5th May 2011, by which the petitioner's (hereinafter referred to as the *tenant*) application for leave to defend was dismissed. Consequently, an eviction order was passed in favour of the respondent (hereinafter referred to as the *landlord*) in respect of one shop admeasuring 30 feet x 15 feet on the Ground Floor (hereinafter referred to as the *tenanted premises*) in property

bearing No. M-72, Greater Kailash-I (Market), New Delhi (hereinafter referred to as the *property*).

<u>Background of the case</u>

2. The landlord had sought eviction of the tenant from the tenanted premises under Section 14(1)(e) of the Act. The landlord averred that he and his mother, Mrs. Nirmal Gupta (hereinafter referred to as the *mother*) were joint owners of the tenanted premises, two godowns/shops behind the tenanted premises and the entire front portion of the first and second floors of the property; that the property of the said description had been gifted to him and his mother vide registered gift deed dated 20.10.1995 and the second floor had been added to by him in the year 1998/2000; that his father, Mr. Ved Prakash Gupta (hereinafter referred to as the *father)* and his brother, Mr. Pankaj Gupta (hereinafter referred to as the *brother*) jointly own a shop in the front portion and a godown in the rear portion (occupied by a tenant) on the ground floor and half portions (rear side) each on the first and second floors of the property vide gift deeds dated 11.08.2006; that the three godowns on the ground floor had been amalgamated into one. Similarly, the front and rear portions on the first and second floors too had been amalgamated into one suit; that the entire rear portion on the ground floor, entire first and second floors had been let out to M/s Titan Industries (hereinafter referred to

as *Titan*) as a single tenant; that he was 30 years old was a commerce graduate and had been assisting his father in his garments business since the year 2000, being carried out at 16-H/47, Gali No. 4, Tank Road, Karol Bagh, New Delhi (hereinafter referred to as the *Tank Road property*); that he had undergone optimum training in running a garments business and wanted to start his own garment business/showroom from the tenanted premises; that he had no other reasonably suitable accommodation for the same; that the other shop on the front side of the property was jointly owned by his brother and his father and not by him; that the rear portion on the ground floor, entire first and second floors were jointly owned by himself, his brother, mother and father, which was in possession of Titan; that the location of the tenanted premises (on the front side of the main market) was most suitable for the proposed business since that portion had the maximum footfalls; he required the tenanted premises *bona fide* for himself and his family members (including his wife, who would assist him in the proposed business and two daughters, who were dependant on him) for commercial purposes. It was finally averred that his mother, being the co-owner of the tenanted premises had no objection to the institution of the eviction petition. Consequently, the landlord prayed for an order of eviction in his favour and against the tenant.

3. An application for leave to defend was filed by the tenant and '*landlord-tenant*' relationship was denied. It was submitted that the landlady of the tenanted premises was the mother, to whom the rent was being paid, who had also been dealing with the tenant as the landlady; that rent was never paid to the landlord and that the landlord had gifted his share in the tenanted premises in favour of his brother, divesting himself of all the rights; that the eviction petition was liable to be dismissed as the mother hadn't filed the same and was malafidely instituted by the landlord; that the mother had deliberately not been accepting the rent as the rental value in the locality had drastically increased; that the tenant, several years ago had turned down the demand of the mother for increasing the rent of the tenanted premises to Rs.50,000/-; that the father told the tenant that they would be interested only on a sum of Rs.50,000/- as rent and would continue to refuse accepting the rent, in case the tenant was not agreeable to the said sum; that in January, 2009, the landlord demanded a sum of Rs.1,80,000/- as rent; that the eviction petition had been instituted only with a view to satisfy the greed for higher rental value.

4. It was further submitted that the tenanted premises was not required, either by the landlord or his mother as stated; that the landlord along with his mother had been carrying on the business of garments sale known as 'Affinity' at the property

and this vital information had been concealed; that the said business was closed down by the landlord; that if the landlord or his mother had any bona fide need, then they would not have closed down the said business and lease out the premises to Titan; that the landlord was in possession of three shops on the ground floor and the same could have been used for the proposed business but instead those premises had been leased out to Titan, which proves that neither the landlord nor his mother required the tenanted premises; that the desire of the landlord to start the proposed business, after closing down the existing business, which was being carried in the property could not be treated as genuine and bona fide need; that the landlord and his mother had recently let out the space available to them on the ground, first and second floors at the property to Titan at a monthly rent of Rs.18,00,000/-; that this fact had been concealed that the Titan showroom was inaugurated in March 2009, whereas the eviction petition had been instituted in February 2009; that if the landlord wanted to start his own business, then he would not have let out the remaining portion to Titan.

5. It was also averred that the landlord was part of a joint family and was doing joint family business at the Tank Road property and had alternative commercial accommodation therein, which is a two storied building; that as the landlord was also carrying on his business from the said premises, there was no need for

him to start his own independent business; that the landlord's family business was being run under the name and style of 'Akarshan Garments' and the market they cater to is not like the market at Greater Kailash; that the mere desire of the landlord to start his own business could not be termed as *bona fide* need; that the landlord's version of the site plan was incorrect; that the road where Titan is situated is about 45 feet wide; that there were several triable issues which could not be decided without evidence. Consequently, the tenant prayed for leave to defend the eviction petition.

6. Reply to the aforesaid application was filed by the landlord. It was stated that he was the landlord and co-owner of the tenanted premises vide gift deed dated 20.10.1995 executed by his uncle Mr. Naresh Chand Gupta. It was denied that he had gifted his share in the tenanted premises in favour of his brother, divesting himself of all the rights. It was further stated that he along with his mother was a joint owner of the two shops/godowns on the ground floor behind the tenanted premises and the entire front portion on the first floor of the property; that the tenant had always treated him as the co-owner and landlord and had tendered rent to him regularly; that only his mother, as a sole proprietor was carrying on the business known as 'Affinity' in the remaining portion of the property; that the said premises was jointly owned by all the four owners and his mother was asked by all of them to close

down the existing business and let out the same to Titan and it was accordingly done and possession was handed over to them w.e.f. 10.10.2007.

7. It was further stated that previously, the ground floor of the property was for commercial purposes whereas first and second floors were for residential purposes; that by virtue of MPD 2021, notified on 07.02.2007, M-Block Market, Greater Kailash Part-I was declared as a Local Shopping Centre, therefore, all the floors could be used for commercial purposes, hence, the rear portion on the ground floor (approx. 700 sq.ft.), entire first and second floors (approx. 1850 + 1850 sq. ft.) was let out to Titan w.e.f. 10.10.2007 by virtue of an arrangement between all the joint owners of the property; that he was never in possession of the three shops on the ground floor and it was his mother who was running the business known as 'Affinity' after removing all the partition walls on the ground and first floors; that partitioning of the property into four separate units right from ground to second floor was neither feasible nor desirable whereas letting out the property as a single unit was considered the best option after M-Block Market was declared a local shopping centre; that he had no legal right to start any business in the aforesaid portion or any part thereof without the consent of other joint owners as it did not belong to him exclusively; that the tenanted premises was required bona fide by him for his occupation and use so as to

earn a livelihood for his family which was dependent upon him; that the tenanted premises was better suited since it is situated in the main market and had far more footfall compared to the rear portion let out to Titan, which area was superfluous unsuited and unmanageable for the proposed business; that even the portion in possession of his mother, where she was carrying on the business known as 'Affinity' was let out by all the four joint owners to Titan by virtue of an arrangement, thus, the same was not available to him as it does not belong to him exclusively. Furthermore, it was denied that his was a joint family and was doing joint family business and was in possession of alternate commercial accommodation at the Tank Road property. It was submitted that the said premises belongs to his father and was his exclusive property and he had no legal right in the said business and the property. He denied all other averments made in the application for leave to defend and stated that no triable issues were raised. Hence, he prayed for dismissal of the leave to defend application.

8. In his rejoinder the tenant reiterated and reaffirmed leave to defend application which controverted the landlord's reply.

Impugned order

9. The tenant's contention that the landlord was not the owner of the tenanted premises was rejected by the learned ARC. Rent receipts, as filed by the landlord were relied upon which

showed the landlord and his mother to be the joint owners of the tenanted premises. It was also noted that the tenant had issued a cheque towards rent for the tenanted premises vide a letter dated 31.03.1996, which was addressed both to the landlord and his mother. Having done so, the learned ARC was of the view that the tenant was estopped from disputing the title of the landlord apropos the tenanted premises. Therefore, the learned ARC was of the view that the landlord was a co-owner of the tenanted premises and '*landlord-tenant*' relationship existed between the parties. In relation to the tenant's contention that the landlord had gifted his share in favour of his brother, the learned ARC was of the view that it was merely a bald assertion unsupported by any document. The tenant's further contentions that the landlord's mother wasn't impleaded in the eviction petition despite being a co-owner and that her no-objection was not obtained for instituting the eviction petition were also rejected by the learned ARC, since it is settled law that one of the co-owners could sue for eviction. It was also noted that the landlord had duly filed a no objection certificate from his mother.

10. The tenant had contended that the landlord along with his mother had been carrying on the business of retail sale of garments known as 'Affinity'; that if the landlord had any bona fide need, then he would have stopped operation of the said business. However, the landlord had stated that only his

mother had been carrying on the said business. He had also placed on record the following documents: (i) a telephone bill for the period 01.07.2006-31.07.2006, showing his mother to be proprietor of 'Affinity'; (ii) certificate dated 07.04.1999, issued by Bank of Baroda which showed the mother to be the proprietor of 'Affinity'; (iii) statement of account for the period 01.04.2009 to 30.04.2009; (iv) Income Tax Return for the year 2002-2003; and (v) the acknowledgement of return for the period 01.07.2007 to 30.09.2007 issued by the DVAT Department in the name of 'Affinity', which had been signed by the mother as its proprietor. It was contended on behalf of the tenant that the aforesaid documents did not prove that 'Affinity' was a proprietorship concern; that documents after the year 2007 had not been filed; that there was a long gap between the certificates dated 07.04.1999 and the Bank statement for the year 2009. It was argued that the said bank statement had shown 'Affinity' as joint holders and an inference had to be drawn that it was a not a proprietorship concern but a partnership concern. The learned ARC was of the view that since admittedly, the business 'Affinity' had been closed down in the year 2007 itself, documents after the year 2007 were not required to be filed. It was also held that a mere mention of joint holders in the Bank statement for the year 2009 did not lead to the conclusion that 'Affinity' was a partnership firm. In view of the documents adduced by the landlord, the learned ARC concluded that 'Affinity' was a proprietorship concern of which the mother was the sole proprietor and the landlord had nothing to do with it. It was noted that the tenant had not denied the aforesaid documents; that the tenant had not filed a single document to show that 'Affnity' was not a proprietorship concern or that the landlord had anything to do with it.

11. The tenant's further contention that if the landlord had any bona fide need, then he would not have let out the portion available to him to Titan was rejected by the learned ARC. To the tenant's contention that Titan's showroom was inaugurated in March, 2009 whereas the eviction petition had been filed in February, 2009, the learned ARC was of the view that that the tenant had only made a vague averment that the said showroom was inaugurated in March, 2009. The letter dated 14.10.2007, which showed that possession had been handed over to Titan w.e.f. 10.10.2007 was relied upon by the learned ARC. The said letter had not been refuted by the tenant. Furthermore, the contention of the landlord that the premises let out to Titan was not solely owned by him was duly considered by the learned ARC. It was held that no malafide could be ascribed apropos letting out the premises to Titan. It was noted that it was in the interest of all the co-owners and the landlord could not have gone against their wishes in order to start his proposed business and forego the substantial

income generated through letting out the premises to Titan, which was in accordance with the mutual arrangement of the co-owners. The further contention of the tenant that according to the Gift Deed, specific area had been gifted to each owner was rejected by the learned ARC. The Gift Deed was perused and the learned ARC was of the view that the shops/godowns on the ground flooor were gifted to both the landlord and his mother, thereby meaning that they were joint owners of the premises and was not exclusively owned by the landlord. Therefore, the learned ARC rejected the contention of the tenant that the landlord had a specific portion under his ownership from where he could start the proposed business. Apart from this, the learned ARC noted that the tenanted premises admeasuring 30 feet x 15 feet was better suited for the landlord as he wanted to start his business from a shop which is smaller in size. However, the contention of the landlord that the portion let out to Titan was situated in the rear portion of the property was rejected by the learned ARC. In any event, the learned ARC was the view that the portion let out to Titan was not located in the atrium of the main market and therefore, would not be suitable for the landlord's proposed garments business which requires exposure and visibility of the goods to the prospective customers. It was noted that the tenanted premises was situated in the atrium of the main market and would ideally meet the landlord's requirement. The well settled proposition that the tenant could not dictate terms to the landlord as to how he must carry on his business was duly considered by the learned ARC.

12. The tenant's plea that the landlord was in possession of alternative commercial accommodation at the Tank Road property and was carrying on his business known as M/s. Akarshan Garments was rejected by the learned ARC since it was the landlord's case that the said business was owned his father and he was merely assisting him. A copy of the sale deed apropos the aforesaid property, which showed the father to be the owner; the Ad-hoc Registration Certificate for retail shop with the MCD as filed by the father; and telephone bills in the name of M/s. Akarshan Garments, which showed the father to be the proprietor of the said business was duly considered by the learned ARC. Resultantly, the learned ARC concluded that the aforesaid business does not belong to the landlord. The tenant had also placed on record, the visiting cards of the business which showed the landlord's name. However, in view of the categorical stand of the landlord that he was merely assisting his father in the said business, the learned ARC was of the view that the said visiting cards did not in any manner prove that the said business or the said property belong to the landlord.

13. The further contention of the tenant that the kind of market that is catered to by the landlord and his family members

would not be the same at Greater Kailash was rejected by the learned ARC. In view of the dicta of the Supreme Court in ***Sait Nagjee's case***[1], the learned ARC was of the view that it was the landlord's prerogative to choose the type of business which was to be carried on from the tenanted premises. The tenant's further contention that the eviction petition had been instituted only to satisfy the greed for higher rent was rejected by the learned ARC as there was nothing to record to suggest that the landlord or his mother had sought increase in rent, as was alleged by the tenant. It was noted that rather, the landlord vide legal notice dated 13.06.2000 had sought increase in the monthly rent @10% after every three years from Rs.2000/- a month to Rs.2420/- a month. The tenant had further contended that the said legal notice itself proves that the landlord was only interested in the increase of rent and not in the tenanted premises for bona fide need. To this, the learned ARC was of the view that the landlord was well within his rights to claim the said enhancement in rent which is permissible under the Act. Moreover, the learned ARC was of the view that Section 19 of the Act took care of the tenant's apprehension that the landlord would re-let the tenanted premises at a higher rent after obtaining possession of the same.

[1] *Sait Nagjee Purushotham and Company Ltd. v. Vimalabai Prabhulal & Ors.*, (2005) 8 SCC 252

14. In view of the aforesaid, the learned ARC was of the view that the tenant had failed to raise any triable issue. Accordingly, the landlord's eviction petition was allowed and the tenant was directed to be evicted from the tenanted premises.

Contentions before this Court

15. Mr. Sanjeev Sindhwani, the learned Senior Advocate, contends on behalf of the tenant that the landlord in his eviction petition stated that eviction was sought for bona fide requirement after the Supreme Court's judgment in ***Satyawati Sharma***[2], which was also reiterated in his reply to the application for leave to defend. He therefore, submits that it is evident from the landlord's pleadings that the institution of the eviction petition was actuated only because of the said judgment and not due to genuine need. He further submits that if the landlord had any bona fide need, then he could have kept some portion for his own business should not have let out the remaining portion available with him in its entirety to Titan. He submits that since the remaining portion had been let out barely 17 months before the institution of the eviction petition, it would lead to the only conclusion that the need of the landlord was not bona fide. He also submits that the landlord had failed to show circumstances since letting out the remaining portion of the property to Titan, which would justify

[2] *Satyawati Sharma v. Union of India*, (2008) 5 SCC 287

emergence of bona fide requirement. He relies upon a judgment of this Court in ***Dolly Chandra & Anr. v. Rameshwar Prasad***,[3] to contend that the effect of letting out a portion of the building to another tenant before the institution of the eviction petition raises a triable issue and that by itself is sufficient to grant leave to defend to contest the eviction petition. He further relies on ***Khem Chand & Ors. v. Arjun Jain & Ors.***[4] to contend that the tenant would only need to make out a prima facie case, raising such pleas that a triable issue would emerge and that is sufficient to grant leave to defend.

16. The learned Senior Advocate further draws an analogy from Sections 14(6) and 19 of the Act to contend that the 5 and 3 years period provided in the said provisions could be considered like a benchmark for testing the bona fides and genuineness of the landlord's requirement. He contends that the period of 5 and 3 years are clear indications of the legislative intent of the length of the time period to setup/sustain the plea of bona fide requirement. He further submits that landlord's suggestion in the eviction petition that the tenant is in possession of six other showrooms in Delhi would not be of any consequence in determining the bona fide

[3] RCR No. 171/2011, decided on 8th September 2011

[4] (2013) 202 DLT 613

requirement and deciding the leave to defend application. He has also relied upon the decisions of the Supreme Court in ***Inderjeet Kaur v. Nirpal Singh***[5] and ***Liaq Ahmed v. Habeeb Ur-Rehman***[6] and has sought setting aside of the impugned order. Consequently, he seeks leave to defend for the tenant to contest the eviction petition.

17. In reply, Mr. Sudhir Nandrajog, the learned Senior Advocate, submits on behalf of the landlord that all averments made by the tenant in the leave to defend application have been duly dealt with by the learned ARC in the impugned order. Therefore, he submits that the impugned order is based upon law and does not warrant the interference of this Court.

Analysis

18. This Court has given due consideration to the arguments advanced on behalf of the parties. At the outset, this Court is conscious of the limited jurisdiction that has been conferred upon by proviso to Section 25B (8) of the Act. This Court would have the jurisdiction to interfere with the order of the Rent Controller only if gross illegality or material irregularity has been committed or the Rent Controller has acted in excess of jurisdiction or has failed to exercise jurisdiction which was so vested. Furthermore, while exercising jurisdiction under the

[5] (2001) 1 SCC 706

[6] (2000) 5 SCC 708

aforesaid provision, this Court would not assume the role of an Appellate Court. It is well settled that the decision of the Rent Controller would not be interfered with by this Court unless it can be shown that the finding of the Rent Controller has been arrived at by misreading or omitting relevant evidence and this has resulted in gross injustice.

19. Keeping in mind the aforesaid jurisdictional parameters, this Court would now proceed to examine the impugned order. For seeking eviction under Section 14(1) (e) of the Act, the landlord must prove that (a) he is the owner of the tenanted premises, (b) the tenanted premises are required bona fide for himself or any member of his family dependant on him, and (c) he or such person has no other reasonably suitable alternate accommodation.

20. Admittedly, rent receipts indicated that the landlord and his mother were the owners of the tenanted premises. The gift deed dated 20.10.1995 too showed that the landlord and his mother were joint owners of the tenanted premises. The tenant had also tendered rent by way of a cheque which was addressed both to the landlord and his mother. Furthermore, for the purposes of Section 14(1)(e) of the Act, the landlord is not required to prove absolute title; he is only required to show that he is more than a tenant.[7] Evidently, the landlord had

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[7] Rajinder Kumar Sharma v. Leelawati, (2008) 155 DLT 383

shown that he was more than the tenant. The tenant's contention that the landlord had gifted his entire share to his brother was also unfounded. In these circumstances, this Court is of the view that the learned ARC was correct in holding that '*landlord-tenant*' relationship existed between the parties and that the landlord was a co-owner of the tenanted premises. The tenant's consequent contention apropos the maintainability of the eviction petition was also rightly rejected by the learned ARC. It is settled law that one of the co-owners can sue for eviction of the tenant.[8] The landlord had duly filed a no objection certificate from his mother for instituting the eviction petition. Hence, this Court finds no infirmity with the conclusion arrived at by the learned ARC apropos the issue of ownership and maintainability of the eviction petition.

21. It was strongly urged on behalf of the tenant that if the landlord had any bona fide need, then he would not have let out the space available with him to Titan. However, the landlord had taken a categorical stand that the premises let out to Titan was huge and unmanageable for his proposed business; that the said premises was not exclusively owned by him; that letting out said the premises to Titan was in accordance with the mutual arrangement between all the co-owners. Since the portion let out to Titan was not exclusively

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[8] M/s. India Umbrella Manufacturing Co. v. Bhagabandei Agarwalla, (2004) 3 SCC 178

owned by the landlord, therefore, the same would not would not constitute reasonably suitable accommodation available with the landlord for the purpose of Section 14(1)(e) of the Act. Moreover, the portion let out to Titan was not located in the atrium of the market and would not be suitable for the landlord's proposed business of garments, which requires visibility and exposure of the products. Furthermore, the landlord wanted to start his proposed business from a shop which was smaller in size. Evidently, the portion let out to Titan is huge as it covers the rear portion on the ground floor, entire first and second floors. The tenant cannot not dictate terms to the landlord and suggest that the latter could have kept some portion of the property for his proposed business in order to not evict the former.[9] It is also well settled that a landlord is the best judge of his requirements and neither the Court nor the tenant may endeavour to show the landlord how he should adjust himself[10]. Therefore, this Court is of the view that the learned ARC has rightly held that the landlord was successful in establishing his bona fide requirement and that letting out a portion of the building to Titan was not an impediment in seeking such eviction of the present tenant. Apropos the contention of the tenant that the business known

[9] Farida Khanam v. Khwaja Rashid Ahmed, RCR 521/2011, decided on 14.02.2012

[10] R.C. Tamrakar v. Nidilekha, (2001) 8 SCC 431

as ‘Affinity’ was closed down by the landlord, this Court is of the view that the learned ARC has rightly concluded that the landlord had no involvement with the said business. The landlord had adduced various documents, which have already been listed hereinabove, to show that the said business was owned by his mother. On the other hand, the tenant had produced nothing to show the landlord’s involvement with the said business.

22. Apropos the issue of availability of reasonably suitable alternate accommodation, the tenant had contended that the landlord was in possession of alternate accommodation at their Tank Road property and was doing business therein. However, the landlord had adduced various documents to show that the said property and the business being carried on therein belonged to his father. This Court is of the view that in the absence of any document, which would show that the said property was owned by the landlord, the learned ARC had rightly concluded that the said property could not be considered as an alternate suitable accommodation available with the landlord. The tenant had produced a visiting card of the said business being carried on by the father which showed the landlord’s name. However, since the landlord had categorically stated that he was merely assisting his father in the said business, this Court is of the view that the learned

ARC was right in concluding that the landlord did not own the property from where his father was carrying on his business.

23. The submission of the learned senior counsel for the tenant that the landlord's requirement of the tenanted premises arose due to the dicta of the Supreme Court in ***Satyawati Sharma (supra)*** and not because of genuine need is flawed and unsubstantiated. This Court is of the view that the landlord was merely asserting that he could claim eviction of the tenant even for commercial purposes on the basis of the said judgment. This would not mean that the landlord's *bona fide* need of the tenanted premises was in any way diluted. Equally misplaced is the relation of the tenant's counsel on ***Dolly Chandra (supra)*** to contend that the effect of letting out a portion of the building to another tenant before the institution of the eviction petition raises a triable issue which by itself would be sufficient to grant leave to defend to contest the eviction petition. This Court is of the view that the present case is clearly distinguishable on facts apropos the decision in ***Dolly Chandra (supra)***. In that case, the landlord had let out the ground floor premises to a tenant before instituting the eviction petition apropos the first floor premises; the landlord had stated that entire property was residential in nature; however, he had sought eviction from the first floor premises for commercial purposes. In view of this contradictory stand that this Court came to the conclusion that it introduces an

element of doubt about the *bona fides* of the requirement of the landlord therein. The facts of the present case are entirely different. The further contention of the learned senior counsel wherein he drew an analogy from Sections 14(6) and 19 of the Act is also misplaced. The domain of Sections 14(1)(e), 14(6) and 19 are entirely different in as much as in the present case, the landlord has not acquired the tenanted premises by transfer as stipulated in Section 14(6) of the Act and the occasion for attracting Section 19 is yet to take place.

24. This Court is also of the view that *bona fide* need for the tenanted premises can arise with due passage of time or even overnight due to sudden change in circumstances. All that the landlord would then need to show is that he has no other reasonably suitable accommodation to satisfy his need which evidently has been done in the present case. Life does not come to a standstill and the enjoyment of the tenanted premises cannot be mortgaged to the prosecution of an eviction petition.

25. In view of the preceding discussion, this Court finds that the tenant had ex-facie failed to raise any triable issue for the grant of leave to defend the eviction petition. All the contentions raised by the tenant have been duly dealt with by the learned ARC and have been rejected with cogent reasons. The view taken in the impugned order is plausible in law; it does not suffer from material irregularity or illegality, warranting the

interference of this Court in its revisionary jurisdiction. This petition is without merit and is accordingly dismissed.

26. The parties were directed to file their statement of costs for this litigation. The total costs incurred on counsel appearing on behalf of the respondent/landlord amounts to a sum of Rs.2,60,000/-. Accordingly, the said costs shall be payable by the petitioner/tenant to the respondent/landlord within a period of 4 weeks from the date of this order.

MAY 07, 2015 NAJMI WAZIRI, J.
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