

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

+ RC.REV. 191/2015

% Decided on: 23rd April, 2015

PRITAM SINGH Petitioner
Through Mr. R.S. Sirohi, Adv.

versus

SANJAY SHARMA & ANR Respondent
Through None.

+ RC.REV. 193/2015

BAKSHISH SINGH Petitioner
Through Mr. R.S. Sirohi, Adv.

versus

SANJAY SHARMA & ANR Respondent
Through None.

Coram:

HON'BLE MS. JUSTICE MUKTA GUPTA

MUKTA GUPTA, J. (ORAL)

CM 7479/2015 in RC.REV.191/2015

CM 7492/2015 in RC.REV.193/2015

Allowed, subject to all just exceptions.

CM 7480/2015 in RC.REV.191/2015

CM 7493/2015 in RC.REV.193/2015

For the reasons stated in the applications, the delay in refiling the petitions is condoned.

Applications are disposed of.

RC.REV.191/2015 & CM 7478/2015

RC.REV.193/2015 & CM 7491/2015

1. Two eviction petitions were filed by Sanjay Sharma and Ajay Sharma against two tenants Pritam Singh and Bakshish Singh seeking eviction under Section 14(1)(e) Delhi Rent Control Act (in short 'DRC Act') and vide similar impugned orders dated 14th August, 2014 the leave to defend applications filed by Pritam Singh and Bakshish Singh were dismissed.

2. In the eviction petitions it was stated that the tenanted premises were two shops on the ground floor of the property bearing No.EA-20, Inderpuri, New Delhi measuring 11.5 x 6.00 ft. each and were being used as commercial premises at the monthly rent of Rs.266/- and Rs.293/- respectively. It was stated that Sanjay and Ajay were joint owners and landlords of the tenanted shops. They had jointly purchased 5 shops situated on the ground floor of suit property vide sale deed dated 22nd December, 1993. All the shops were occupied by tenants out of which one was with Pritam Singh and other with Bakshish Singh. Pritam Singh and Bakshish Singh started tendering the rent of shops to Sanjay and Ajay and thus attorned them as landlords. Later one shop came in to possession of Sanjay who was using it as cement store and other two shops were under tenancy of Ram Singh, Rameshwar Sharma and Narender Sharma. It was stated that Sanjay was doing the business in the name and style of M/s S.K. Traders and Sanjay Store and was trading in building material. He had two shops for

storing building materials, a small office at F-556-557 Budh Nagar, Inderpuri, New Delhi and one shop which was being used as cement store at EA-20, Inderpuri, New Delhi i.e. the suit property. The shop at the suit property in occupation of Sanjay was a small shop due to which he was constrained to buy small quantity of cement. Thus, he needed two more shops for the said purpose. Sanjay was also running a stationery shop in the name and style M/s Sanjay Store at CSC LIG at Prasad Nagar, New Delhi. Sanjay had taken one shop on rent from Smt. Nirmal Sharma at EA-20, Inderpuri, New Delhi. Smt. Nirmal Sharma is doing business from a shop taken on rent at 11881/1 Street No.10, Sat Nagar, Karal Bagh, New Delhi for which an eviction order has been passed against Smt. Nirmal Sharma and she has to vacate the said shop by 14th March, 2014 as per orders of this Court. Thus, she required Sanjay to hand over vacant and peaceful possession of the shop for doing her business and thus Sanjay was required to shift his store from the shop of Smt. Nirmal Sharma. It is further stated that Ajay was not doing his own business and was working with Sanjay at stationery shop. Ajay was blessed with one son and one daughter and he has decided to do the business of trading in Hardware, Paints, Sanitary fittings, Bathroom fittings, Ceramic Tiles etc. Thus, Sanjay and Ajay required three shops at the suit property which are occupied by the tenants. It was stated that tenanted premises were suitable to carry out the business.

3. In the leave to defend applications, common grounds were taken by Pritam Singh and Bakshish Singh stating that Ajay was neither the owner nor the landlord of the tenanted premises. Pritam Singh and Bakshish Singh have never paid any rent to Ajay. Sanjay and Ajay have various residential and commercial properties in Inderpuri itself. The particulars of the

premises were stated in the leave to defend applications and it was stated that these premises are besides the four shops at the suit property and that they have got shops vacated from all tenants Smt. Sudesh Raj and K.L. Trehan. Sanjay and Ajay have very well established business and thus they have no requirement of the premises. Further the sale deed in favour of Sanjay and Ajay was in respect of half of the suit property i.e. EA20, Inderpuri and it is not clear which shops have been purchased by Sanjay and Ajay.

4. In the reply to leave to the defend applications, Sanjay and Ajay denied having purchased 10 other properties in Inderpuri. They specifically denied having the properties mentioned in para 7 of the leave to defend application. They also stated that shops at F-484 and F-451 Inderpuri were not lying vacant. As regards shops in occupation of Sudesh Sethi and K.L. Trehan, it is admitted that the two shops were got vacated out of which one shop was let out to Rameshwar Dayal Sharma and the other is in possession of Sanjay which is being used as Cement Store of M/s S.K. Traders.

5. Learned SCJ-cum-Rent Controller vide the impugned orders held that the landlord-tenant relationship stood proved as the sale deed have been filed by Sanjay and Ajay whereby they had purchased 5 shops out of which four were let out and one was in possession of Sanjay. In the leave to defend application, the factum of eviction order being passed against Smt. Nirmal Sharma which was upheld by the Court were not controverted and it was thus evident that Sanjay had to vacate one shop and hand over possession of the same to Smt. Nirmal Sharma. Further, nothing has been placed on record to show that Ajay was doing his own independent business as he was only sitting at the stationery shop of Sanjay and hence his requirement to start his own business of hardware paints cannot be said to be not bonafide.

6. I have heard learned counsel for the petitioners.
7. As noted above, the learned SCJ rightly held that landlord-tenant relationship stood proved in view of the sale deed of 5 shops in the suit property having been filed on record. Pritam Singh and Bakshish Singh have attorned to Sanjay as the landlord and were tendering rent to him. Thus the relationship of landlord-tenant cannot be disputed.
8. Even as per Pritam Singh and Bakshish Singh only one shop was in possession of Sanjay and four were let out to the tenants of which two were occupied by them. In view of the order passed in the eviction petition filed against Smt. Nirmal Sharma in respect of shop at 11881/1 Street No.10, Sat Nagar, Karol Bagh, New Delhi which has been upheld by this Court, Nirmal Sharma had asked Sanjay to vacate the tenanted shop. Thus Sanjay needs one shop bonafidely.
9. In the leave to defend applications, Pritam Singh and Bakshish Singh have stated that Ajay was sitting on the stationery shop which was being run by Sanjay at Prasad Nagar. It is thus evident that Ajay has no independent business of his own and thus his requirement to open his own business of hardware paints is a bonafide requirement. No material has been placed by Pritam Singh and Bakshish Singh to show that Sanjay and Ajay own any other property. Hence I find no error in the impugned order.
10. Petitions and applications are dismissed.

(MUKTA GUPTA)
JUDGE

APRIL 23, 2015
‘v mittal’