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

+ **CM(M) 1723/2019 & CM APPL. 52035/2019**

DHIRAJ KUMAR

..... Petitioner

Through: Mr. A.K. Dupar and Mr. Shubhanan
Chaturvedi, Advocates.
(M:8126753724)

versus

SANKET BEHARI MITTAL

..... Respondent

Through: None.

CORAM:

JUSTICE PRATHIBA M. SINGH

ORDER

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30.01.2020

1. The present petition arises out of proceedings for eviction filed by the Respondent/Landlord (*hereinafter "Landlord"*) under Section 14(1)(e) of the Delhi Rent Control Act, 1958 (*hereinafter, "DRC Act"*) seeking eviction of the Petitioner/Tenant (*hereinafter, "Tenant"*) from the godown/shop in premises No.1548, Ground Floor, Kucha Seth, Bariba Kalan, Chandni Chowk, Delhi – 110006 (*hereinafter, "tenanted premises"*).
2. Leave to defend was granted to the Tenant on 1st August, 2017. According to the ld. counsel for the Tenant, evidence in the matter has concluded. The Tenant then moved an application under Section 151 CPC seeking information in respect of the Landlord's shop in Sanjay Gandhi Transport Nagar, Delhi on the ground that the Landlord had not given particulars of this shop in the litigation. In response thereto, it is submitted that the lease deed of the shop, earlier placed on record was relied upon by the landlord. The Tenant however contends that the Landlord did not disclose as to who is running the business in the said shop and therefore, he

must be directed to disclose the same. The Tenant's application was disposed of by the Id. ARC vide order dated 3rd April, 2019, in view of the fact that the Landlord had placed on record a copy of the lease deed dated 18th October, 2018 in favour of his wife, which concerned the shop in Sanjay Gandhi Transport Nagar, Delhi.

3. Ld. counsel for the Tenant submits that though the lease deed has been furnished, the fact that there continues to be ambiguity as to who is running the shop in the said premises shows that the Landlord is not acting in a *bona fide* manner.

4. This Court has heard Id. counsel and seen the lease deed dated 18th October, 2018. A perusal of the same shows that it has been entered into between one Mohindra Goods Carriers and Ms. Sunita Mittal, i.e., the wife of the Landlord. The lease deed has all the particulars of the shop. The question as to whether this would by itself defeat the Landlord's case for eviction under Section 14(1)(e) would be considered by the Id. ARC while adjudicating the final dispute. The details as are being sought, especially after the evidence has concluded in the matter, is clearly a roving enquiry which is not permissible.

5. Insofar as the costs imposed are concerned, the Tenant's application is not malafide. Accordingly, the costs are reduced to Rs.5,000/-.

6. With these observations, the petition and all pending applications are disposed of.

PRATHIBA M. SINGH, J

JANUARY 30, 2020/dj