



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

Date of decision: 11th JULY, 2022

IN THE MATTER OF:

+ **RC.REV. 50/2022 & CM APPL. 15950/2022**

MAHESH

..... Petitioner

Through: Mr. Rauf Rahim, Mr. Ali Rahim and
Mr. Devanshu Yadav, Advocates

versus

CHANDER PRAKASH RISHI

..... Respondent

Through: Mr. Tanmaya Mehta, Mr. Gaurav
Gaur and Mr. Vivek Gaur, Advocates

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

SUBRAMONIUM PRASAD, J.

1. The instant revision petition under Section 25-B (8) of the Delhi Rent Control Act, 1958 is directed against the Order dated 28.10.2021, passed by the learned Senior Civil Judge-cum-Rent Controller, South West District, Dwarka Courts, New Delhi, in R.C. No.19/2020, dismissing the application for leave to defend filed by the Petitioner herein (*hereinafter referred to as 'the Tenant'*) and consequently evicting the Tenant from the property bearing Shop No.1133/1, Khasra No.52-53, Haibat Pura, Main Market, Najafgarh, New Delhi-110043 (*hereinafter referred to as 'the tenanted premises'*).

2. Shorn of details, the facts leading to the instant petition are as under:-

- i. It is stated that the father of the Respondent herein, Sh. Chanan Lal, purchased the tenanted premises in 1964 by way of a public auction. In the year 1980, Sh. Chanan Lal gave the



tenanted premises to the Petitioner herein (*hereinafter referred to as 'the tenant'*) on rent from where the Tenant is currently running a business in the name and style of M/s. Lovely Steels. After the death of Sh. Chanan Lal, the tenanted premises was mutated in the name of the mother of the Respondent herein, namely, Smt. Somawati.

- ii. It is stated that the Respondent herein (*hereinafter referred to as 'the Landlord'*) became the absolute owner of the tenanted premises *vide* a relinquishment deed dated 03.11.1998, which was executed in his favour by his mother.
- iii. It is stated that on 28.10.2016, the Respondent herein executed an Agreement to Sell, General Power of Attorney, Possession Letter and Will in favour of his son, Kapil Rishi, for a total consideration of Rs.18,00,000/- qua the tenanted premises.
- iv. It is stated that rent in respect of the tenanted premises was paid by the Tenant till October, 2016.
- v. It is stated that on 18.01.2017, Kapil Rishi, sent a legal notice to the Tenant demanding rent. It is further stated that Kapil Rishi filed an eviction petition, being Eviction Petition No.15/2017. The said petition was sought to be withdrawn by Kapil Rishi on the ground that there are some technical defects in the petition and liberty was sought to file a fresh petition with the same cause of action. The said eviction petition was disposed of as withdrawn on 24.07.2018 and liberty was granted to Kapil Rishi to file a fresh petition with the same cause of action.
- vi. It is stated that the second petition, being RC ARC No.33/2018, was filed by Kapil Rishi. The said petition was also sought to



be withdrawn on the grounds of technical defects and liberty was sought to file a fresh petition with the same cause of action. On 04.02.2019, the said petition was also disposed of as withdrawn and liberty was granted to Kapil Rishi to file a fresh petition with the same cause of action.

- vii. It is stated that Kapil Rishi filed a third petition, being RC ARC No. 5/2019, by stating that he had become landlord/owner of the tenanted premises on the basis of a General Power of Attorney dated 28.10.2016 and some other documents executed in his favour, and the tenanted premises was *bona fide* required by him. The learned Rent Controller dismissed the said petition *vide* Order dated 12.03.2019 on the ground that the said petition was barred by Section 14 (6) of the Delhi Rent Control Act, 1958, as per which if a person has acquired any premises by transfer then no application for the recovery of possession of such premises shall lie under sub-section (1) of the Act on the ground specified in clause (e) of the proviso thereto, unless a period of five years has lapsed from the date of acquisition. The learned Rent Controller held that since the Agreement to Sell was executed in the year 2016 and the revision petition was filed in the year 2019, therefore, the revision petition is not maintainable.
- viii. The Respondent herein/Landlord filed a petition, being RC No. 19/2020 (*hereinafter referred to as 'the instant eviction petition'*), under Section 14(1) (e) of the Delhi Rent Control Act, 1958, stating that his son Kapil Rishi is unemployed and as a father he has to establish his son. It was stated in the said



petition that the son of the Landlord wants to start a business of readymade garment from the tenanted premises and, therefore, the tenanted premises was *bona fide* required by him.

ix. On receiving summons, leave to defend application was filed by the Tenant contending as under:-

- a) The Respondent herein is not the landlord of the premises since he has executed a General Power of Attorney dated 28.10.2016 in favour of his son, Kapil Rishi, who has already filed eviction petitions against the Petitioner/Tenant. It is stated that the learned Rent Controller in RC ARC No. 5/2019 had accepted that Kapil Rishi, i.e. the son of the Respondent herein, had become the owner of the premises in the year 2016.
- b) The Landlord has concealed the fact that he has several properties, including one property near the tenanted premises, being House No.1133, admeasuring 250 sq. yds., Najafgarh Market, having four floors, and that the said property is being used by the Landlord for commercial purposes and the Landlord can use that premises for his needs instead of evicting the Tenant from the tenanted premises.
- c) The Landlord also owns one building/shop out of which he is running a garment business under the name and style of *Varun Vastra Bhandar* and, therefore, the *bona fide* need and requirement of the tenanted premises, as displayed by the Landlord, is false.
- d) Kapil Rishi, i.e. the son of the Landlord, is financially



independent and is not dependent on the Landlord and, therefore, the ingredient of *bona fide* requirement is not made out.

- x. It is stated that the Landlord filed a reply to the application for leave to defend denying all the allegations made by the Tenant.
- xi. It is stated that after hearing both the parties, the learned Rent Controller rejected the application for leave to defend, *vide* Order dated 28.10.2021, holding as under:-

- a) Kapil Rishi, son of the Landlord, who had earlier filed three eviction petitions, has not acquired any right, title and ownership to the property. The learned Rent Controller held that a mere Agreement to Sell, GPA, affidavit, will, etc. does not create any right, title and ownership in favour of the son of the Landlord - Kapil Rishi. For the said purpose, the learned Rent Controller relied on the judgment of Apex Court in Suraj Lamp & Industries Pvt. Ltd. v. State of Haryana & Ors., (2012) 1 SCC 656, wherein the Apex Court has held that a General Power of Attorney, Agreement to Sell, etc. does not convey any valid transfer of title of immovable property and the same could be conveyed only by way of a registered sale deed. The learned Rent Controller held that as none of the documents executed by the Landlord in favour of his son are registered documents, they cannot be utilized by the son of the Landlord under Section 53A of the Transfer of Property Act, 1882, in view of Section 17 (1A) of the Registration Act, 1908,



which was inserted *vide* Act 48 of 2001 and which came into force w.e.f 24.09.2001, i.e. before the date of Agreement to Sell which is 26.10.2016. The learned Rent Controller, therefore, held that in the absence of any document creating title in favour of Kapil Rishi, the Landlord, who had acquired the ownership of the property by virtue of relinquishment deed dated 03.11.1998, is still the owner of the tenanted premises and, therefore, is competent to file the eviction petition.

- b) The learned Rent Controller also held that the fact that Kapil Rishi had filed other eviction petitions is of no consequence because two of them were withdrawn and the third one was dismissed as not maintainable in terms of Section 14(6) of the Delhi Rent Control Act, 1958.
- c) The learned Rent Controller held that the case of the Landlord is that he requires the tenanted premises for starting a readymade garment shop for his son Kapil Rishi who is unemployed, and that both landlord and his son do not have any alternate accommodation for the same purpose. The learned Rent Controller held that the fact that Kapil Rishi is unemployed has not been contraverted by the Tenant. The learned Rent Controller further held that it is not averred by the Tenant that Kapil Rishi is doing any other business or having any other source of income. The learned Rent Controller, therefore, held that the need of the father to establish his son cannot be said to be not *bona fide*.



- d) The learned Rent Controller held that as far the contention of the Tenant that the Landlord is the owner of another building where a garment shop in the name and style of *Varun Vastra Bhandar* is being run is concerned, no document has been produced to show that said building belongs to the Landlord. The learned Rent Controller held that mere bald assertion regarding ownership of other properties is not sufficient and some material has to be given to show that the Landlord has an alternate accommodation in which he can accommodate his son.
- e) The learned Rent Controller also rejected the apprehension of the Tenant that the intention of the Landlord is only to get the tenanted premises vacated so that he can give the same to some other tenant at a higher rent. The learned Rent Controller held that in such an eventuality, the Tenant can take recourse to Section 19 of the Delhi Rent Control Act, 1958, which has been inserted to deal with such eventualities.
- f) The learned Rent Controller, therefore, held that the need of the landlord is genuine and *bona fide* as the Landlord has no other suitable alternate accommodation to start his venture and the Tenant was directed to evict the tenanted premises.
- xi. It is this Order which is under challenge in the instant revision petition.
3. Heard Mr. Rauf Rahim, learned counsel for the Petitioner/tenant, Mr.



Tanmaya Mehta, learned counsel for the Respondent/landlord, and perused the material on record.

4. Mr. Rauf Rahim, learned counsel for the Petitioner/tenant, states that the tenanted shop is only 13 x 8 feet and the Tenant has been running his business from the premises for the past 40 years as well as paying rent @ Rs.1,200/- per month. He stressed on the fact that the tenanted premises already stands sold to Kapil Rishi, son of the Landlord, for whom the property is required. He states that the entire sale consideration has been paid by Kapil Rishi to the Landlord and possession has been delivered. He states that legal notice dated 18.01.2017 was sent to the Tenant by Kapil Rishi and the Landlord has initiated the instant eviction proceedings on the same legal notice which was issued by his son, Kapil Rishi. He states that the son of the Landlord has already approached the learned Rent Controller three times by filing eviction petitions and the third eviction petition was dismissed on 12.03.2019 on the ground that the same is not maintainable in view of the bar under Section 14(6) of the Delhi Rent Control Act, 1958. The learned counsel for the Petitioner, therefore, states that there cannot be two landlords for the same premises who can initiate eviction petitions for the same property and this itself raises a triable issue. He further states that it is well settled that the Tenant is only required to bring such facts which would disentitle the landlord from eviction and it is not necessary for the Tenant to produce all material and evidence at that stage. He states that in the present case, it is admitted that the Landlord's son has filed three eviction petitions, and the fact that this has not been objected to by the Landlord. He, therefore, states that the Landlord could not have filed the instant eviction petition against the Tenant after having sold the tenanted premises to his son. He also states that the Landlord is the owner of the property bearing



No. 1133, Najafgarh, which has four floors, wherein his son can be easily accommodated.

5. *Per contra*, Mr. Tanmaya Mehta, learned counsel for the Respondent/landlord, states that the son of the Landlord could not institute an eviction petition on the documents which were executed by the Landlord in his favour as the son of the Landlord had no title of the property. He states that in view of the judgment of the Apex Court in Suraj Lamp & Industries Pvt. Ltd. (supra), no title has been created in favour of Kapil Rishi, i.e. the son of the Landlord. He further states that the desire of a father to establish his son and provide an accommodation to him to start a business cannot be said to be not *bona fide*. He states that no material has been produced by the Tenant to show that the Landlord is the owner of any other property in order for the learned Rent Controller to conduct an inquiry to ascertain the correctness or otherwise of the averments made by the Landlord.

6. The short question which arises for consideration in the present proceedings is whether the learned Rent Controller was justified in rejecting the application for leave to defend filed by the Tenant or whether any triable issue arises for consideration.

7. The prime contention of the Tenant is that having sold the property to his son, the Landlord now cannot file an eviction petition against the Tenant. It is the case of the Tenant that *vide* an Agreement to Sell, General Power of Attorney, Possession Letter and Will dated 28.10.2016, the Landlord has already created a right in favour of his son Kapil Rishi for which the Landlord has already received a consideration of Rs.18,00,000/- in cash. It is stated that as per the documents, Shop No. 1133/1, Khasra No.52-53, Haibat Pura, Main Market, Najafgarh, New Delhi-110043 admeasuring 150 sq. yds. has been sold by the Landlord to his son and he now owns only the



remaining portion of 150 sq. yds. It is also stated that the notice for termination/eviction has been given by the son of the Landlord and the Tenant has been making payments, in respect of the tenanted premises, to the son of the Landlord, and, therefore, the instant eviction petition cannot be instituted by the Landlord himself.

8. The learned Rent Controller has rejected the aforementioned contention of the Tenant by relying on the judgment of Apex Court in Suraj Lamp & Industries Pvt. Ltd. (supra). The said judgment categorically states that the Power of Attorney is not an instrument of transfer with regard to any right, title or interest to an immovable property, and a Power of Attorney is a creation of an agency whereby the grantor authorizes the grantee to do acts specified therein on behalf of the grantor which when executed will be binding on the grantor as if it is done by him. It is a document which is revocable. The Apex Court further held that any contract of sale (Agreement to Sell) which is not a registered deed of conveyance (deed of sale) will fall short of the requirements under Sections 54 and 55 of the Transfer of Properties Act, 1882, and does not confer any title and transfer interest in an immovable property. It has categorically been held that a transfer of property by way of sale can only be by a deed of conveyance (sale deed) and in the absence of a deed of conveyance - duly stamped and registered, as required by law, no right, title or interest in any immovable property can be transferred. It has been further stated that a Will comes into effect on the death of the Testator and the Estate can be divided as per the Will only after the death of the Testator. It is further held that the courts cannot take in account transactions in the nature of "GPA sales" or "SA/GPA/Will/Transfer" as completed or concluded transfers or to the conveyances as they neither convey title nor create any interest in an



immoveable property. The relevant portion of the judgment passed by the Apex Court in Suraj Lamp & Industries Pvt. Ltd. (supra) reads as under:-

"23. Therefore, an SA/GPA/will transaction does not convey any title nor creates any interest in an immovable property. The observations by the Delhi High Court in Asha M. Jain v. Canara Bank [(2001) 94 DLT 841] , that the "concept of power-of-attorney sales has been recognised as a mode of transaction" when dealing with transactions by way of SA/GPA/will are unwarranted and not justified, unintendedly misleading the general public into thinking that SA/GPA/will transactions are some kind of a recognised or accepted mode of transfer and that it can be a valid substitute for a sale deed. Such decisions to the extent they recognise or accept SA/GPA/will transactions as concluded transfers, as contrasted from an agreement to transfer, are not good law.

24. We therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance. Transactions of the nature of "GPA sales" or "SA/GPA/will transfers" do not convey title and do not amount to transfer, nor can they be recognised or valid mode of transfer of immovable property. The courts will not treat such transactions as completed or concluded transfers or as conveyances as they neither convey title nor create any interest in an immovable property. They cannot be recognised as deeds of title, except to the limited extent of Section 53-A of the TP Act. Such transactions cannot be relied upon or made the basis for mutations in municipal or revenue records. What is stated above will apply not only to deeds of conveyance in regard to freehold property but also to transfer of leasehold property. A lease can be validly transferred only under a registered assignment of lease. It is time that an end is put to the pernicious practice of SA/GPA/will transactions known as GPA sales.



25. It has been submitted that making declaration that GPA sales and SA/GPA/will transfers are not legally valid modes of transfer is likely to create hardship to a large number of persons who have entered into such transactions and they should be given sufficient time to regularise the transactions by obtaining deeds of conveyance. It is also submitted that this decision should be made applicable prospectively to avoid hardship.

26. We have merely drawn attention to and reiterated the well-settled legal position that SA/GPA/will transactions are not “transfers” or “sales” and that such transactions cannot be treated as completed transfers or conveyances. They can continue to be treated as existing agreements of sale. Nothing prevents the affected parties from getting registered deeds of conveyance to complete their title. The said “SA/GPA/will transactions” may also be used to obtain specific performance or to defend possession under Section 53-A of the TP Act. If they are entered before this day, they may be relied upon to apply for regularisation of allotments/leases by development authorities. We make it clear that if the documents relating to “SA/GPA/will transactions” have been accepted/acted upon by DDA or other developmental authorities or by the municipal or Revenue Authorities to effect mutation, they need not be disturbed, merely on account of this decision.” (emphasis supplied)

9. A perusal of the above said judgment shows that no valid title was transferred in favour of Kapil Rishi, i.e. the son of the Landlord, and, therefore, the Landlord has not been divested of his right to file an eviction petition. The fact that the son of the Landlord has filed eviction petitions, two of which were withdrawn and the third one being dismissed on the



ground that the said petition was filed before the time period as has been stipulated under Section 14(6) of the Delhi Rent Control Act, 1958, is also not a bar for the Landlord to institute the instant eviction petition.

10. In the third petition, being RC ARC No. 5/2019, which was dismissed by the learned Rent Controller on the ground that the same has been filed before the time period given under Section 14(6) of the Delhi Rent Control Act, 1958, there is no finding that Kapil Rishi has become the owner of the property. RC ARC No.5/2019 was dismissed only on the ground that as per the averments made by Kapil Rishi in the said petition, he has acquired the title of the tenanted premises in the year 2016 and the said eviction petition was instituted in the year 2019 and, therefore, the same was not maintainable under Section 14(6) of the Delhi Rent Control Act, 1958. There has been no adjudication on the fact as to whether Kapil Rishi has title to the property or not. In any event, that finding will not bind the Landlord as he was not a party to the same and the principle of *res judicata* will not apply against the Landlord. The fact that three petitions have been filed by Kapil Rishi is of no relevance as far as the present petition is concerned and no triable issue can be raised on the question of title and the competency of the Landlord to institute/maintain the eviction petition.

11. There is no contention/averment on the part of the Tenant that Kapil Rishi is gainfully employed. The need pointed out by the Respondent/landlord is to settle his son. The Apex Court in Joginder Pal v. Naval Kishore Behal, (2002) 5 SCC 397, has observed as under:

" 24. Keeping in view the social or socio-religious milieu and practices prevalent in a particular section of society or a particular region, to which the landlord belongs, it may be the obligation of the landlord to settle a person closely connected with him



to make him economically independent so as to support himself and/or the landlord. To discharge such obligation the landlord may require the tenancy premises and such requirement would be the requirement of the landlord. If the requirement is of actual user of the premises by a person other than the landlord himself the court shall with circumspection inquire: (i) whether the requirement of such person can be considered to be the requirement of the landlord, and (ii) whether there is a close interrelation or identity nexus between such person and the landlord so as to satisfy the requirement of the first query. Applying the abovesaid tests to the facts of the present case it is clear that the tenancy premises are required for the office of the landlord's son who is a chartered accountant. It is the moral obligation of the landlord to settle his son well in his life and to contribute his best to see him economically independent. The landlord is not going to let out the premises to his son and though the son would run his office in the premises the possession would continue with the landlord and in a sense the actual occupation by the son would be the occupation by the landlord himself. It is the landlord who requires the premises for his son and in substance the user would be by the landlord for his son's office. The case squarely falls within the scope of Section 13(3)(a)(ii) of the Act."

Applying the said ratio, it cannot be said that the need put forth by the Respondent/landlord to settle his son is not *bona fide*.

12. As far as property No.1133, Khasra No.52-53, Haibat Pura, Main Market, Najafgarh, New Delhi-110043, which also includes the tenanted premises and has four floors, is concerned, even assuming that the Tenant is correct in stating that other floors of the said premises are available to the Landlord to accommodate his son, this Court cannot close its eyes to the fact that a garment shop can be run best from the ground floor. It is also to be



noted that a Tenant cannot dictate the Landlord as to from where he should conduct his business. The Apex Court in Anil Bajaj v. Vinod Ahuja, (2014) 15 SCC 610, has reiterated that it is not for the tenant to dictate the terms to Landlord and advise him on what he should do and what he should not do. The relevant portion of the aforesaid Judgment has been reproduced as under:

“6. In the present case it is clear that while the landlord (Appellant 1) is carrying on his business from a shop premise located in a narrow lane, the tenant is in occupation of the premises located on the main road which the landlord considers to be more suitable for his own business. The materials on record, in fact, disclose that the landlord had offered to the tenant the premises located in the narrow lane in exchange for the tenanted premises which offer was declined by the tenant. It is not the tenant's case that the landlord, Appellant 1, does not propose to utilise the tenanted premises from which eviction is sought for the purposes of his business. It is also not the tenant's case that the landlord proposes to rent out/keep vacant the tenanted premises after obtaining possession thereof or to use the same in any way inconsistent with the need of the landlord. What the tenant contends is that the landlord has several other shop houses from which he is carrying on different businesses and further that the landlord has other premises from where the business proposed from the tenanted premises can be effectively carried out. It would hardly require any reiteration of the settled principle of law that it is not for the tenant to dictate to the landlord as to how the property belonging to the landlord should be utilised by him for the purpose of his business. Also, the fact that the landlord is doing business from various other premises cannot foreclose his right to seek eviction from the tenanted premises so long as he



intends to use the said tenanted premises for his own business. (emphasis supplied)

13. Similarly, this Court in Anil Jain v. Bhagwan Shankar Khanna, **2014 SCC OnLine Del 3855**, has held as follows :

“11 (c)....This Court is in agreement with the reasoning and finding of the learned ARC. Moreover, it is well settled that a landlord is the best judge of his requirement. It is neither open for the Court or for the tenant to dictate terms to the landlord. Furthermore, the contention of the tenant that the son in the past never intended to start such a business and that too from a small bye lane situated in old Delhi which has no potential for such business is without any merit. A tenant cannot be permitted to dictate terms to the landlord as to the suitability of the premises for purposes under which the eviction is sought. Therefore, the finding of the learned ARC does not warrant any interference by this Court.”

14. Nothing has been produced by the Tenant to show that another premises is available either to the Landlord or to his son - Kapil Rishi, where he can start his business. No triable issue, therefore, can be raised just by stating that the Landlord is in possession of another premises from where a garment shop under the name and style *Varun Vastra Bhandar* is being run. The Supreme Court has already opined on how vague assertions by the tenant are not sufficient for the learned Rent Controller to grant leave to defend, In Abid-ul-Islam v. Inder Sain Dua, **2022 SCC OnLine SC 419**, the Apex Court has held as under :

"15. For availing the leave to defend as envisaged under Section 25B(5), a mere assertion per se would not suffice as Section 14(1)(e) creates a presumption subject to the satisfaction of the



learned Rent Controller qua bona fide need in favour of the landlord which is obviously rebuttable with some material of substance to the extent of raising a triable issue. The satisfaction of the Rent Controller in deciding on an application seeking leave to defend is obviously subjective. The degree of probability is one of preponderance forming the subjective satisfaction of the Rent Controller. Thus, the quality of adjudication is between a mere moonshine and adequate material and evidence meant for the rejection of a normal application for eviction.

22. Learned Rent Controller passed a detailed speaking order. On undertaking such an exercise, he found that the bona fide need is satisfied; the averments of the respondent regarding alternative accommodation are vague; the title of the appellant cannot be questioned; and the embargo under the Enemy Property Act does not get attracted. Thus, having found that the defense set up by the respondent is only a moonshine, the application filed seeking leave to defend was accordingly rejected.

24. The High Court, while ignoring the aforesaid conduct of the respondent, as noted by the learned Rent Controller, proceeded to allow the revision by treating it like an appeal. It did not even reverse the findings of the learned Rent Controller, but proceeded to hold that the denials of the appellant in his reply to the application seeking leave to defend are vague, qua the plea of alternative accommodation, notwithstanding the rejection of the contention of the respondent that he cannot question the title. This approach, in our considered view, cannot be sustained in the eye of law.



26. We have already discussed the scope of Section 14(1)(e) vis a vis Section 25B(8) of the Act. Therefore, the mere existence of the other properties which are, in fact, denied by the appellant would not enure to the benefit of the respondent in the absence of any pleadings and supporting material before the learned Rent Controller to the effect that they are reasonably suitable for accommodation."

(emphasis supplied)

15. Similarly, this Court in Rajender Kumar Sharma v. Smt. Leela Wati & Ors., **155 (2008) DLT 383**, has observed as under :

"11. Only those averments in the affidavit are to be considered by the rent Controller which have same substance in it and are supported by some material. Mere assertions made by a tenant in respect of landlord's ownership of other buildings and in respect alternate accommodation are not to be considered sufficient for grant of leave to defend. If this is allowed the whole purpose of Section 25-B shall stand defeated and any tenant can file a false affidavit and drag a case for years together in evidence defeating the very purpose of the statute. The Rent Controller is thus not precluded from considering the material placed before it by the landlord in response to leave to defend to show that the tenant's assertions and averments were totally false. "

(emphasis supplied)

16. A reading of the leave to defend application filed by the Tenant does not give rise to any triable issue. No right, title or interest in the tenanted premises has been created by the Landlord in favour of his son - Kapil Rishi,



the fact that Kapil Rishi is unemployed has not been contraverted and the Tenant has not been able to produce any document to show that any suitable alternate premises is available with the Landlord or his son from where a business can be conducted. This Court, therefore, does not find any reason to interfere with the Order dated 28.10.2021, passed by the learned Senior Civil Judge-cum-Rent Controller, South West District, Dwarka Courts, New Delhi, in R.C. No.19/2020, rejecting the application for leave to defend filed by the Tenant.

17. Accordingly, the instant revision petition is dismissed, along with all the pending application(s), if any.

SUBRAMONIUM PRASAD, J.

JULY 11, 2022
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