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* IN THE HIGH COURT OF DELHI AT NEW DELHI

+ CM (M) 626/2022 & CM No. 29553/2022, CM No. 29554/2022

SHRI RISHI WALIA Petitioner

Through: Mr. Madan Lal Sharma and Ms.
Rejaswini Verma, Advs.

versus

SHRI SANATAN DHARAM MANDIR TRUST REGD
THROUGH ITS PRESIDENT Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE C.HARI SHANKAR

J U D G M E N T (O R A L)

% 07.07.2022

1. This petition, under Article 227 of the Constitution of India, assails judgment dated 15th December, 2021 passed by the learned Principal District & Sessions Judge (the learned Pr DSJ) in RCT 52/16, whereby the learned Pr DSJ has dismissed the appeal filed by the petitioner, assailing order and judgment dated 30th September, 2013 of the learned Additional Rent Controller (the learned ARC) in Eviction Petition E. No. 72/2011.

2. Eviction Petition E. No. 72/2011 was filed by Shri Sanatan Dharam Mandir Trust (the respondent herein and referred to, hereinafter as the "SDM Trust") under Section 22 of the Delhi Rent Control Act, 1958, seeking eviction of the petitioner from Shop No. 34, measuring 8X16 feet situated at the ground floor on the Mangal Bazar Road side. Section 22 of the DRC Act reads thus:



“22. Special provision for recovery of possession in certain cases. - Where the landlord in respect of any premises is any company or other body corporate or any local authority or any public institution and the premises are required for the use of employees of such landlord or in the case of a public institution, for the furtherance of its activities, then, notwithstanding anything contained in section 14 or any other law, the Controller may, on an application made to him in this behalf by such landlord, place the landlord in vacant possession of such premises by evicting the tenant and every other person who may be in occupation thereof, if the Controller is satisfied

- (a) that the tenant to whom such premises were let for use as a residence at a time when he was in the service or employment of the landlord, has ceased to be in such service or employment; or
- (b) that the tenant has acted in contravention of the terms, express or implied, under which he was authorised to occupy such premises; or
- (c) that any other person is in unauthorised occupation of such premises; or
- (d) that the premises are required bona fide by the public institution for the furtherance of its activities.

Explanation. - For the purposes of this section, "public institution" includes any educational institution, library, hospital and charitable dispensary [but does not include any such institution set up by any private trust].”

3. The case set up by the SDM Trust, in its eviction petition, was that it was running and managing the Sanatan Dharam Mandir which contained a hall named Geeta Bhawan, to access which persons were required to cross the entire stretch of the *mandir* area from the



complex. In order to facilitate ingress and egress of devotees to the temple, the respondent submitted that it desired to acquire Shop No. 34, which was owned by it and in which the petitioner was a tenant. The plaint also explains how, through the said shop, it would be possible for pilgrims and devotees to have access to Geeta Bhawan without having to cross the entire temple area.

4. The petitioner, in his written statement filed in response to the eviction petition, contested the ownership of the aforesaid temple by the respondent-Trust. It was sought to be averred that the respondent-Trust was neither the landlord of the premises nor was it a public institution. Learned Counsel for the petitioner has drawn my attention to the rent deed dated 24th October, 1997, whereunder, according to the respondent-Trust, the shop had been let out on rent to the petitioner. He has sought to point out that the rent deed was with the “President, Sanatan Dharam” and not with the respondent-Trust.

5. This, essentially, is the main contention advanced before me in the present proceedings by learned Counsel for the petitioner. His contention is that the respondent-Trust was neither the owner nor was managing the temple, which formed the foundation of the cause of action for moving the eviction petition. He submits that, in fact, the temple was constructed in 1960, much before the respondent-Trust even came into existence and was, in fact, owned and managed by an entirely different entity named Sanatan Dharam Sabha. He submits that both the courts below have seriously erred in failing to note the distinction between the Sanatan Dharam Sabha and the respondent-



Trust. According to learned Counsel, the respondent-Trust had no *locus standi* whatsoever, insofar as the Sanatan Dharam Mandir was concerned, which was entirely owned and managed by the Sanatan Dharam Sabha.

6. He also disputes the ownership, by the respondent-Trust, of Shop No. 34, which is in his occupation as a tenant. He points out that the rent agreement was between the president, Sanatan Dharam and not with the Sanatan Dharam Trust. He submits that, in fact, the respondent-Trust has initiated these proceedings *malafide*, with no *locus standi* whatsoever to maintain them under Section 22 of the DRC Act.

7. To one extent or another, these arguments were also advanced before the learned RCT. Paras 16, 17, 20, 21, 22, 23, 24, 25 of the impugned judgment of the learned RCT may, in this context, be usefully reproduced thus:

“16. In view of the aforesaid legal parameters for succeeding in a petition for eviction, reverting back to the instant case, the Ld. ARC has rightly referred to paragraph 18 (a) of the Eviction petition at page No.7, wherein it was averred by the petitioner society/trust as under:-

"The petitioner is covered under Public Institution. It is running a school, namely Shri Sanatan Dharam Bal Vidhayalaya wherein petitioner provide free education to about 20 students and petitioner's management also used to provide dresses, books etc. The said school is also having library and petitioner is assisting to the poor people of society by solemnizing their marriages and by assisting them socially, morally and assisting to



some extent financially also. Petitioner arrange health camps like Eyes, Polio, Blood Sugar and cardiac check-up etc. petitioner's Governing Body is registered with registrar of societies and have a Memorandum of Association and Rules and regulations. The object of the petitioner are mentioned therein and a copy thereof is annexed herewith."

17. Now, the respondent in the written statement in response to the said paragraph stated that *"in the absence of existence of relationship of landlord and tenant between the parties, paragraph 18(a) needed no reply"*. This Tribunal has no hesitation in mind that the Ld. ARC rightly held that there is no specific denial by the respondent with regard to the sphere of activities of the petitioner Society / Trust and reliance was rightly placed on decision in *Asha Kapoor v. Hari Om Sharda*. (supra) that absence of specific denial by the defendant/respondent in the written statement, would amount to admission of the averments/pleadings of the plaintiff/petitioner. Anyhow, since it is the duty of the Court/Tribunal to decipher the pleadings and appreciate the evidence independently and not render a judgment on mere technical parameters, it is pertinent to mention that admittedly the petitioner is not a Trust but a Society registered with the Registrar of Societies. Thus, whether or not such registered Society is a public institution within the meaning of Section 22 of the DRC Act has been answered in the case of *Bidhi Chand Jain Charitable Trust vs. Kanhaiya Lal Sham Lal* (supra), providing as under:-

"A trust is primarily a legal concept, a mode of transfer of property and of holding property. On the other hand, an institution is primarily a social concept; It is not a legal concept at all. For, there is no established legal method by which an institution may come into being. It may be established by way of an organisation which may assume any or no legal form. It may be a trust or a company or a statutory corporation or a mere unincorporated association or a society registered or otherwise. It is its work and place in the society that is the hall-mark of an institution. As observed by Lord Macnaghten in *Mayor etc. of Manchester v. Me Adam*, 3 Tax Cases 491 at 497, "it in the body (so to speak)



called into existence to translate the purpose as conceived in the mind of the founders into a living and active principle."

20. There is no merit in the plea that the petitioner society was initially registered on some other address far away from the place of its activities as there is no legal requirement that a registered office as also the place of doing public services should be the same. It is further in the testimony of PW-1 D.P. Sharma that shop in question was let out to the respondent in the year March-1986, which was not controverted, and that thereafter a formal rent agreement dated 29.04.1997 was executed Ex.PW-1/9, which was witnessed by him bearing his signatures at point 'X' and the testimony of PW-1 is again unimpeached that at the relevant time he was Secretary of the petitioner Society/Trust. While, the Ld. Counsel for the appellant kept on unabashedly denying that petitioner Society/Trust is not the owner or landlord of the tenancy premises in question, the appellant patently fails making any *iota* of averment as to how the appellant came to acquire the possession of the tenancy premises and/or from whom? The appellant has not chosen to come in the witness box and surprisingly he rather summoned his arch rival RW-2 Yashpal Bali who reiterated that he was legal owner of the property in question and was President of the Society in the years 1996, 1997 and 1998 when the rent deed Ex.PW-1/9 was executed on 24.10.1997. Mere bald denial of the execution of Ute rent deed and claiming it to be forged and fabricated carry no weight and the defence of the appellant manifestly appears to be without any substance.

21. The sum result of the aforesaid discussion is that the petitioner Society/Trust is able to prove that it is public institution carrying out religious, social, educational and charitable activities in the interest of the society and is very much a 'public institution' within the four corners of Section 22 of the DRC Act. As regards the relationship of landlord and tenant between the parties, the objection raised by the Ld. Counsel for the appellant are also bereft any merit. At the cost of repetition, rent agreement dated 24.10.1997 Ex.PW-1/9 has been validly proved on the record. The appellant is failing to show as to how and under whom he became tenant or



acquired possession of the tenancy shop. It is pertinent to mention here that PW-1 D.P. Sharma in his affidavit in evidence Ex.P-1 vide paragraph (7) deposed as under:

"I say that respondent earlier filed a petition U/s 27 of the D.R.C. Act in my name and in the name of Yash Pal Bali, President of Shri Sanatan Dharam Mandir wherein some other persons were also shown party and it was pleaded by the respondent that they are also claiming rent. But vide order dated 13.02.2004 Shri Atul Kumar Garg, then Addl. Rent. Controller Delhi, was pleased to direct the respondent to pay rent to Shri Sanatari Dharam Mandir, through our official capacity only and we were allowed to withdraw the rent from the court. A photostat copy of that order is also filed on record which is marked 'A'.

22. Suffice to state that in the entire cross-examination of PW-1, the said position was not challenged. In other words, there was no challenge that rent was indeed deposited under Section 27 of the DRC Act by the appellant and the respondent Nos. 2 and 3 viz. Yaspal Bali and D.P. Sharma being President and Secretary respectively of the petitioner Society/Trust were allowed to withdraw the rent so deposited, substantiated by the copy of order dated 13.02.2004 passed by Sh. Atul Kumar Garg, the then Ld. ARC in DR No. 341/02. Although certified copy of the said order was not proved on record, at the cost of repetition the testimony of PW-1 was not challenged and the appellant has not chosen to come in the witness box to account for the deposit of rent in such a manner by him, wherein he *inter alia* admitted that petitioner Society / Trust was landlord *qua* him. Thus, the findings recorded by the Ld. ARC in the impugned judgment dated 30.09.2013 on the issue of existence of relationship of landlord and tenant between the parties cannot be challenged.

23. Coming to the crucial aspect of Section 22 of the DRC Act as to whether the tenancy premises is required bonafidely by the petitioner for opening a door to have access to Geeta Bhawan, Ld.ARC observed as under:-



11.1 The petitioner society has alleged⁴ that there is a big hall in the Mandir premises on Mangal Bazar Road side which is called Geeta Bhawan and which is a place used for the purposes of Kirya Chautha/Uthala and prayer meetings. That people reach the aforesaid Geeta Bhawan from main gate or from other side by crossing whole of the Mandir. That main gate is meant for egress-ingress of the devotees and the other side gate is at a long distance, which is not proper for a person who is coming for attending Shok Sabha as he has to cross the whole of Mandir to reach Gaeta Bhawan. Thus, management wants that people should come directly in the Geeta Bhawan from a new gate which is required to be made/opened from the place of Shop No. 34. That this Geeta Bhawan. is in the triangular shape (shown in site plan filed by petitioner) and due to shop no. 29 to 40 on Mangal Bazar side Road, there is no ventilation or any window on this side. due to non-ventilation or any windows people used to feel suffocation at the time of *pagri rasrn!Kirya/Utha/a* and ·prayer used to pass in uneasy manner and there is no emergency gate for exit except main gate no. 3 and due ·to non-availability of nearby door or any emergency gate to Geeta Bhawan there are apprehensions of · mis-happening for the gathering which assemble in the Geeta Bhawan during the aforesaid occasions. That tenanted premises is most suitable place as compared to other shops because it is situated in the center of the wall of Geeta Bhawan hence the tenanted premises is required bonafidely by the petitioner for opening a gate in the hall of Geeta Bhawan.

11.2 In reply to this para on merits in the written statement the respondent has merely stated as under:-

"18(a) That in absence of landlord-tenant relation between the petitioner and the respondent, paw 18(b) of the petition need no reply"

11.3 Thus, there is no specific denial by the respondent as regards the requirement of the petitioner and that the petitioner requires the premises for



opening a gate of Gaeta Bhawan towards Mangal Bazar side, as per the rules of pleadings and as per the judgment titled **Asha Kapoor Vs Had Om Sillardas**. Thus, it stands admitted by the respondent that the petitioner requires the tenanted premises for its bonafide requirement for the furtherance of its activities.

11.4 It may be noted that even in the written arguments the alleged requirement of the petitioner has not been challenged by the respondent.

11.5 Moreover, a perusal of the site plan Ex.PW1/C reveals the reason behind the requirement. The site plan clearly shows that Geeta Bhawan has no gate towards Mangal Bazar and that it can be reached only after entering the premises of the Mandir from Gate No.3. which is nearest to the said Bhawan. The tenanted shop is in the middle of Gaeta Bhawan towards Mangal Bazar side and as such fit for opening a new gate of Gaeta Bhawan for the convenience of public persons who visit the said Bhawan for one reason or the other.

11.6 Coming to the oral testimony of the sole petitioner witness PW-1, it is found that the said witness in his affidavit in Para 4 on page 3 has deposed as regards the aforesaid requirement of the petitioner society. However, despite lengthy cross examination of this witness no suggestion has been given to him that the alleged requirement of the petitioner is not bonafide and he has not been questioned at all as regards the alleged requirement.

11.7 Thus, the court is satisfied that the tenanted premises is required by petitioner society for furtherance of its activities and for the convenience of the public at large who visit the mandir and Gaeta Bhawan.

24. Without further ado, the aforesaid findings recorded by the Ld. ARC are also not open to challenge on any grounds whatsoever. PW-1 in his detailed affidavit in evidence Ex.P-1



vide paragraph (6) and (8) reiterated such averments on oath. A bare reading of the cross examination of PW-1 would show that the said aspects were not controverted in any manner. There was no challenge to the correctness of the site plan Ex.PW-1/1. A bare perusal of the site plan Ex.PW-1/1 would show that entire complex is in triangular shape and it has 41 shops having opening towards Sanatan Dharma. Mandir Market, Mangal Bazar Road. Then, there is shop no. 42 opening on two sides i.e., towards mangal bazar and then having an opening along with shops No. 43 to 67 towards the side of Sanatan Dharam Mandir Marg and there are shops No. A-1 to 70 on the third perpendicular side viz. Sanatan Dharam Mandir- Market Lane. The structure of Geeta Bhawan is shown on the extreme left along with the front shop NO. 29 to 41 and then corner triangular shop No. 42 on the side of Sanatan Dharam Mandir Market, Mangal Bazar Road and the tenancy shop in question viz. No. 34 shown in red is strategically placed in the middle of Geeta Bhawan. The site plan Ex. PW-1/1 further depicts that Gate No.3 is located at some considerable distance between shop No. 27 and 29 whereas there is another small gate, which opens far away on the side of Sana tan. Dharam Mandir Marg.

25. Now, it is no way the case of the appellant that his shop is not suitable to provide access to the structure indicated as Geeta Bhawan. The testimony of PW-1 is uncontroverted and unrebutted that the devotees face problem in having access to the Geeta Bhawan coming all the way from gate No.3 and passing through entire length and breadth of the temple for converging on various public functions. In any case, it is for the petitioner Society/Trust to spell out as what is best for the user and enjoyment of the property in public interest and the appellant cannot dictate any terms to the petitioner on this score. In view of the foregoing discussion, I find that the present appeal is devoid of any merits. The appellant has been making all kind of sham and bogus defences to keep occupying the tenancy premises to the detriment of interest of the public at large and the devotees who throng the 'Temple Complex'."

8. During the course of the proceedings before the learned ARC,



the evidence of Mr. Dharam Pal Sharma was recorded as PW-1, deposing for the respondent-Trust. PW-1 specifically stated, in his affidavit by way of evidence, thus:

“2. I say that Respondent Rishi Walia is our tenant in shop no.34 in shops of Shri Sanatan Dharam Mandir, H-Block, Uttam Nagar, New Delhi-59. The shop is measuring 8 x 16’ situated on ground floor on Mangal Bazar Road side and is shown in red colour in the site plan annexed with the plaint. Site plan of the suit shop is on record which is Ex.PW1/2. Shop is at monthly rent of Rs.200/- per month and Respondent is tenant since March, 1986.

3. I say that Managing Committee of Shri Sanatan Dharam Mandir, H-Block, is seeking eviction of Respondent Rishi Walia from the shop in question on the ground that Shri Sanatan Dharam Mandir is biggest temple in the area and valuable and beautiful statutes of almost all Gods and Goddesses are lying installed in the Mandir and uncounted devotees used to visit our Mandir premises almost daily in morning and evening time. But during the main festivals uncounted persons in strength of several lakhs used to visit Psetitioner Mandir for prayer and Darshan. The main festivals are Sri Krishna Janamasthmi, Shiv Ratri, Navratras, Ramlila and Dussehera and a flood of devotees used to visit for Darshan in the Mandir and those programmes are used to display on the local cannels of the cable network.

4. I say that a big hall in the Mandir premises on Mangal Bazar Road side is called Geeta Bhawan and this place is being used for the purpose of Kirya/ Chautha/Uthala and prayer meetings. People used to reach in the aforesaid Geeta Bhawan either from main gate or from other side by crossing whole of the Mandir. Though main gate is meant for outgress ingress of the devotees and other side gate is at long distance on other side and it is not proper that a person who is coming for attending Shok Sabha used to cross to the whole of Mandir. Management want that people should come directly in the Geeta Bhawan from a new gate which is required to be meant from the place of shop no.34. This place Geeta Bhawan is in triangle shape, as shown in the site plan, and due



to shops no. 29 to 40 on Mangal Bazar side Road, there is no ventilation or any window on this side and due to non-ventilation and windows people used to feel suffocation and time of around two hours of Pagri Rasm/Kirya/Uthala and Prayer used to pass in uneasy manner and there is no emergency gate for exit except main gate no.3 and due to non-availability of nearby door or any emergency gate to Geeta Bhawan there may be some apprehension of any mis-happening for the gathering which assemble in the Geeta Bhawan during the aforesaid occasions.

5. I say that some bridegroom with Barat party used to enter for the Darshans in Mandir but at the same time Shok Sabhas of Kirya/Uthala disperses and comes out from the same gate but such scene seems very unpleasant and improper and general public of the area are continuously oral requests to the Management to arrange a separate entrance gate for Geeta Bhawan. The Kirya gatherings take places approx. 10 times in a month. The copy of the application received from the public is filed on record which is Ex.PW1/2. Six counter-foils of receiving rent from Respondent are also on record which are also Ex.PW1/3 to Ex.PW1/8. Rent Agreement with rishi Walia is Ex.PW1/9 and 17 (Seventeen). Application of Shri Sanatan Dharam Mandir by public for providing space in Geeta Bhawan, are on record which are respectively exhibited Ex.PW1/10 to Ex.PW1/26.”

9. PW-1 also included, in his affidavit in evidence, further assertions to support the stand, of the respondent, that acquiring of Shop No. 34 was necessary to ensure easy access, by devotees and pilgrims, to the premises of the temple. However, as learned Counsels has not controverted this aspect of the matter before me, it is not necessary to refer to the said assertions.

10. Apropos the aspect of ownership and management of the Sanatan Dharam Mandir by the respondent-Trust, and the controversy regarding the Sanatan Dharam Sabha vis-à-vis the Sanatan Dharam



Trust, is concerned, specific questions in this regard were put, by the petitioner, to PW-1 during cross examination on the aforesaid affidavit in evidence tendered by him, during the proceedings before the learned ARC. It is worthwhile to reproduce, *in extenso*, the record of the cross examination thus:

“PW-1

Dharam Pal Sharma s/o late Sh C. L. Sharma, aged about 62 years, R/o H-18, Arya Samaj Road, Uttam Nagar, New Delhi-59. (Recalled for cross-examination).

ON S.A

XXXXXX by counsel Sh. Manjeet Singh for respondent.

The owner of the Shop bearing no. 34, Block-H, Uttam Nagar is Sanatan Dharam Mandir Trust (Registered). We have filed the documents on record which show that Sanatan Dharam Mandir Trust is the owner of the suit shop. Again said we have not filed any ownership documents on record. (Vol. At the time of carving of this colony the original owner who sold out the plot earmarked for selling and certain portion was left out for park, streets, school, Mandir, Gurudwara and other civil amenities, the residents made mandir over the plot earmarked for Mandir and the shops were also constructed surrounding the Mandir and out of these shops one shop was rented out to the respondent). Sanatan Dharam Mandir and Sanatan Dharam Mandir Trust is the same. It is correct that Sanatan Dharam Mandir is a temple while Sanatan Dharam Mandir Trust is a society registered under the Societies Registration Act. Sanatan Dharam Mandir is being run by the Sanatan Dharam Mandir Trust.

I can not tell the name of the person who had initially sold the property and earmarked the plots for Mandir, Gurudwara etc. The construction of the Sanatan Dharam Mandir had started in the year 1960. (Vol. The construction is still going on). The shop in question was let out to respondent



in March, 1986. Sanatan Dharam Mandir was the landlord of the shop at the time of its letting out. The rent agreement Ex.PW1/9 was executed on 24.10.1997. (Vol. The shops were constructed one by one and were being let out as and when these were constructed. Initially the written rent agreement was not executed for letting out the shops but subsequently the society decided to execute written agreement for letting out shops). It is incorrect to suggest that the rent agreement Ex.PW1/9 is not in favour of Sanatan Dharam Mandir Trust.

I am General Secretary of Sanatan Dharam Mandir Trust. I was member of Sanatan Dharam Mandir Trust at the time of execution of rent agreement Ex.PW1/9. It is incorrect to suggest that Sanatan Dharam Mandir Trust does not have any concern with the Sanatan Dharam Mandir Trust does not have any concern with the Sanatan Dharam Mandir as well as the shops surrounding the temple. The originals of Ex.PW1/3 to Ex.PW1/8 and Ex.PW1/27 are in my possession. I have not brought the same today.

XXX deferred as the witness is directed to produce the original of Ex.PW1/3 to Ex.PW1/8 and Ex.PW1/28.

It is incorrect to suggest that the Resolution Ex.PW1/29 is forged and fabricated. It is incorrect to suggest that the petitioner has not passed any resolution from 19.09.2004 to 31.01.2006. Ex.PW1/3 to Ex.PW1/8 do not bear the signatures of respondent. Earlier the petitioner Trust was Sanatan Dharam Sabha. I have documentary proof of Shree Sanatan Dharam Mandir for registration of Shree Sanatan Dharam Sabha Mandir no. S/3704, copy of which is Ex.PW1/R1 (original seen and returned). (Vol. Sanatan Dharam Mandir Trust has succeeded to Shree Sanatan Dharam Sabha Mandir in December, 1993). The Shree Sanatan Dharam Sabha was converted into Shree Sanatan Dharam Trust for the furtherance of development of Shree Sanatan Dharam Mandir and for adding lifetime members. Here from Shree Sanatan Dharam Mandir I mean to say the temple only. Again said – I mean to say temple as well as its entire connected properties. We have only one document Ex.PW1/R-2 to show that all the rights and properties of Shree Sanatan Dharam Sabha Mandir were transferred to



petitioner Trust. It is incorrect to suggest that there is no mention of any transfer of rights and properties in favour of the petitioner Trust in Ex.PW1/R-2.

The temple shown at point A in the site plan Ex.PW1/A was got constructed by the General Public and members of the Sabha. The Hanuman Temple at point B in the site plan Ex.PW1/A was constructed in the year 1968 approximately.

Mr.K.L. Kohli was General Secretary of Shree Santan Dharam Sabha Mandir as well as Shree Sanatan Dharam Mandir Trust. I do not know if Mr.K.L. Kohli had submitted any affidavit Mark B before the Registrar of Societies stating therein that the society was not having any temple to maintain.

The Rent Agreement Ex.PW1/9 was executed by Sh. Yashpal Bali on behalf of the petitioner Trust in the capacity of its President. I have signed the said Agreement at point X as a witness. Mr. Yashpal Bali was the President off Shree Sanatan Dharam Mandir Trust in the year 1997. It is incorrect to suggest that Mr. Yashpal Bali was not the President of Shree Sanatan Dharam Mandir Trust in the year 1996, 1997 and 1998. The certified copy of annual list of governing body for the year 1996, 1997 and 1998 consisting of three pages Mark C (Colly) is not the correct document as the same is fabricated. It is wrong to suggest that Rent Agreement Ex.PW1/9 is forged and fabricated. It is correct that the shop no. 34 is in possession of the respondent. (Vol. He is in possession in the capacity of tenant). Shree Sanatan Dharam Mandir Trust is the owner of shop no.34. I have not filed any ownership document of the said shop. No ownership document was ever executed in respect to the said shop. (Vol. The respondent had already admitted in the Court vide Mark A that he is the tenant of the petitioner trust). It is incorrect to suggest that there is no such admission in the document Mark A. The registered address of the petitioner Trust at the time of registration was B-33, 34, Arya Samaj Road, Uttam Nagar, New Delhi. It is correct that the petitioner Trust have submitted application before the Registrar of Societies for the change of address and the same is Ex.PW1/R-3. It is correct that Registrar of Societies had sent the letter dated 04.10.1994



Ex.PW1/R-4 wherein they have asked for submission of NOC from the owner of the premises. (Vol.The address of the Trust was changed in the records of the Registrar of Societies in the year 2007). It is incorrect to suggest that I am deposing falsely.”

11. A reading of the aforesaid record of cross examination of PW-1 reveals that PW-1 has clearly stated, therein, *inter alia*, that (i) the original registration certificate of Sanatan Dharam Mandir Trust had been produced by PW-1 and exhibited as Exh. PW 1/R2, (ii) Shri Sanatan Dharam Sabha was converted into Shri Sanatan Dharam Trust for the furtherance and development of Shri Sanatan Dharam Mandir, (iii) PW-1 also produced a document Exh. PW 1/R2 showing that the rights and properties of Shri Sanatan Dharam Mandir were transferred to the respondent-Trust, (iv) Mr. K.L. Kohli was the general secretary of Shri Sanatan Dharam Mandir as well as Shri Sanatan Dharam Mandir Trust, (v) the rent agreement dated 24th October, 1997 was executed by Sh. Yashpal Bali on behalf of the respondent-Trust in his capacity as president thereof, which position he was holding in the year 1997, and (vi) Shri Sanatan Dharam Mandir Trust was the owner of Shop No. 34.

12. In view of the aforesaid clarifications, which were elicited from PW-1 during cross examination by the petitioner, the learned RCT has upheld the decision of the learned ARC that the Sanatan Dharam Mandir was in fact being run by Sanatan Dharam Mandir Trust, and that the petitioner was the tenant of the Sanatan Dharam Mandir Trust in respect of Shop No. 34.



13. This Court, exercising jurisdiction under Article 227 of the Constitution of India, does not re-appreciate evidence. There has been wholesome appreciation of evidence both by the learned ARC as well as the learned RCT. There are concurrent findings of fact regarding the existence of landlord tenant relationship between the respondent-Trust and the petitioner vis-à-vis Shop No.34 and the management of the Sanatan Dharam Mandir by the respondent-Trust. If one peruses Section 22 of the DRC Act, its ingredients are clear. The indicia which are required to be established by a landlord in order to justify eviction of a tenant under the said provision are that (i) the landlord is a company or other body corporate or local authority or public institution, (ii) the premises are required for use of the employees of such landlord or in the case of a public institution, for furtherance of its activities, and (iii) (insofar as the present case is concerned) that the premises are required *bonafide* by the public institution for the furtherance of its activities. Having appreciated the evidence which has emerged before it, both the courts below have found these ingredients to stand satisfied and therefore have directed eviction of the petitioner from the Sanatan Dharam Mandir.

14. The parameters of the jurisdiction of this Court under Article 227 of the Constitution are well delineated in the following passage from *Sadhana Lodh v. v. National Insurance Co. Ltd.*¹:

“7. The supervisory jurisdiction conferred on the High Courts under Article 227 of the Constitution is confined only to see whether an inferior court or tribunal has

¹ (2003) 3 SCC 524



proceeded within its parameters and not to correct an error apparent on the face of the record, much less of an error of law. In exercising the supervisory power under Article 227 of the Constitution, the High Court does not act as an appellate court or the tribunal. It is also not permissible to a High Court on a petition filed under Article 227 of the Constitution to review or reweigh the evidence upon which the inferior court or tribunal purports to have passed the order or to correct errors of law in the decision.”

15. In exercise of the aforesaid limited jurisdiction therefore, I am of the opinion that no case exists for this Court to interfere with the decision of the courts below.

16. The petition is accordingly dismissed *in limine*.

C.HARI SHANKAR, J

JULY 7, 2022/kr

सत्यमेव जयते