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

+ **RC.REV. 291/2019 & CM APPL. 22016/2019**

H.S. BAJAJ & ANR. Petitioners

Through: Mr. Rajat Aneja and Ms. Aditi
Shastri, Advocates.

versus

SATISH CHOPRA Respondent

Through: Mr. Manmeet Singh Arora and
Mr. Chaitanya Mehta, Advocates.

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Reserved on: 29th May, 2023
Date of Decision: 05th July, 2023

CORAM:

HON'BLE MS. JUSTICE MANMEET PRITAM SINGH ARORA

J U D G M E N T

MANMEET PRITAM SINGH ARORA, J:

1. This petition has been filed by the Petitioners, landlords aggrieved by the order dated 22.02.2019 passed by the Rent Controller, West, Tis Hazari Courts, Delhi ('Trial Court'), whereby, the Respondent, tenant's application seeking leave to defend has been allowed ('impugned order') and the tenant has been granted liberty to file his written statement.

2. The Petitioners filed an eviction petition on the ground of *bona fide* requirement under Section 14 (1)(e) read with Section 25-B of the Delhi Rent Control Act, 1958 ('DRC Act') seeking eviction of the Respondent from Shop bearing private No. 2 at Ground Floor of Property No. 4/55, Double Storey, Tilak Nagar, New Delhi-110018 ('tenanted premises').



2.1. The Petitioners, landlords are the joint owners of Property No. 4/55, Double Storey, Tilak Nagar, New Delhi-110018 ('subject property') wherein the tenanted premises is located on the ground floor. There are eight (8) shops on the ground floor, out of which, Shop No. 7 is in possession of Petitioner No. 1 whereas, Shop No. 8 is in possession of Petitioner No. 2 and the remaining six (6) shops are let out to different tenants. It is stated that the Petitioner No. 1 is enrolled as an Advocate and is a practitioner of income-tax and sales tax law and is running his office from Shop No. 7 of the tenanted premises. It is stated that Petitioner No. 2 is carrying on business of sale of cloth under the name and style of 'Maharaja Saree', from Shop No. 8 of the tenanted premises.

2.2. It is stated in the petition that Petitioner No. 1, who was more than 80 years of age (at the time of the filing of eviction petition), is the father of Petitioner No. 2, who was about 48 years of age (at the said point of time).

2.3. It is stated in the petition that Petitioner No. 2 required the tenanted premises for use and occupation of his unmarried son i.e., Mr. Raunaq Singh Bajaj ('Raunaq'), who was about 24 years of age (at the time of the filing of the eviction petition on 09.05.2017). It is stated that Raunaq is dependent on the Petitioners, landlords and is presently assisting Petitioner No. 2 in the latter's business which is being run from Shop No. 8. It is stated that the tenanted premises are required to enable Raunaq to set up his independent business. It is further stated in the reply to application seeking leave to defend that Raunaq has obtained a Diploma in Fashion Designing in the year 2015-2016 and wants to set up a boutique as well as shop for sale of ladies' suits in the tenanted premises.



3. The Respondent, tenant filed his application seeking leave to defend, wherein, he disputed that the Petitioners have any *bona fide* need of the tenanted premises.

3.1. It was stated that Petitioner No. 1 is not using Shop No. 7 and the same is lying vacant and is, therefore, available for use by Raunaq. It was further stated that another Shop No. 5, which was vacated by the erstwhile tenant has been rented out 3-4 months prior to filing of the subject eviction petition.

3.2. It was stated that the Petitioners have failed to disclose the ownership of a commercial shop at G-12, Jaina Tower-I, District Centre, Janakpuri, New Delhi, ('Shop at Janakpuri'), which has been rented out by the Petitioners, landlords. It was stated that the Petitioners own other suitable premises which have not been disclosed.

3.3. The Respondent placed reliance on the legal notice dated 17.04.2017 issued by the Petitioners for seeking enhancement of rent by 10% above the monthly rent of Rs. 440/-. It is stated that in the said legal notice, there was no whisper about the *bona fide* need of the tenanted premises.

4. The Trial Court after considering the pleadings of the parties held that (i) there is no dispute with respect to existence of relationship of landlord-tenant between the parties; (ii) however, in view of the letting out of Shop No. 5 *vide* rent agreement dated 29.03.2017, the non-disclosure of the ownership of the Shop at Janakpuri and the absence of any assertion of *bona fide* need in the legal notice dated 17.04.2017, the Trial Court concluded that the need of the Petitioners, landlords is not *bona fide*; and (iii) the Trial Court opined that in view of its previous



finding with respect to *bona fide* need, there is no need to delve on the point of '*alternative accommodation*'.

Arguments of the Petitioners, landlords

5. Mr. Rajat Aneja, learned counsel for the Petitioners made the following submissions: -

5.1. He stated that *bona fide* need of Raunaq for starting his independent business is genuine and he stated that Raunaq has since been married in 2022.

5.2. He stated that the Trial Court was weighed down by the fact that the letting out of Shop No. 5 was not disclosed in the eviction petition. He states that the erstwhile statutory tenant in Shop No. 5 suffered an order of eviction on account of non-payment of rent. He states that the said premises were let out w.e.f. 01.11.2016 and the rent agreement was executed on 29.03.2017. He states that in the opinion of the Petitioners, Shop No. 5 is not comparable with Shop No. 2 i.e., the tenanted premises. He states that Shop No. 2 (admeasuring 119 sq. feet) has a preferential location as it has access from three (3) sides and the size of the Shop No. 2 is larger than Shop No. 5 (admeasuring 96 sq. feet), even as per the site plan filed by the Respondent, tenant.

5.3. He states that with respect to the Shop at Janakpuri, the said premises were let out to the existing tenant Mr. Ravinder Pal Singh in 2008 and the said lease was renewed in 2016 and therefore, the said premises is neither suitable nor vacant.

5.4. He has placed on record along with written synopsis, a copy of the application filed by the Respondent, tenant before the Rent Controller



under Section 44 of the DRC Act for permission to carry out repairs in the tenanted premises wherein, the size of the tenanted premises has been disclosed by the tenant as (7x22) 154 sq. feet. He states that, therefore, as per the documents of the Respondent itself it is evident that Shop No. 2 is larger in size than Shop No. 5.

5.5. He states that the need of the Petitioners is *bona fide* and the Trial Court fell in error in holding otherwise and granting the leave to defend. He relied upon the judgement of the Supreme Court in *Sarla Ahuja v. United India Insurance Company Limited, (1998) 8 SCC 119* and *Balwant Singh and Ors. v. Sudarshan Kumar and Ors., (2021) 15 SCC 75*.

Arguments of the Respondent, tenant

6. Mr. Manmeet Singh Arora, learned counsel for the Respondent made the following submissions: -

6.1. He stated that this Court in exercise of its revisional jurisdiction has limited scope of interference and in this regard, he relied upon the judgment of the Supreme Court in *Abid-Ul-Islam v. Inder Sain Dua, 2022 6 SCC 30*. He stated the Trial Court has after due appraisal of the pleadings rightly granted the leave to defend.

6.2. He relied upon the findings of the Trial Court with respect to absence of *bona fide* need.

6.3. He reiterated that the letting out of Shop No. 5, which is located in the same subject property by the Petitioners *vide* rent agreement dated 29.03.2017 belies their claim of *bona fide* need. He stated that it is now a matter of record that Raunaq has since married on 27.03.2022, which was



one of the grounds pleaded in the eviction petition, the claim of *bona fide* need does not stand for this additional reason.

6.4. He placed on record with his written synopsis, cross examination of Petitioner No. 1, who appeared as PW-1 to contend that the Petitioners have further not disclosed their ownership of office premises bearing No. 250, Cycle Market, Jhandewalan, Delhi. He relied upon the said cross examination to contend that details of legal practice being carried out by the Petitioner No. 1 from Shop No. 7 has not been forthcoming during evidence.

6.5. He contended that the recovery of the tenanted premises is being sought only for earning higher rent and is not genuine.

6.6. He states that with respect to the application filed by the Respondent under Section 44 of the DRC Act, the size of the tenanted premises has been erroneously pleaded as (7'x 22') in the site plan. He states that the said document may be disregarded.

Analysis and Conclusion

7. This Court has perused the record and heard the learned counsel for both the parties.

8. The limited question which arises for consideration before this Court is whether the conclusion of the Trial Court that the need of the Petitioners for the tenanted premises is not *bona fide* is correct in the facts of this case and/or is based on firm legal basis.

9. The findings of the Trial Court on this issue are recorded at paragraphs 9(b)(iii) and (iv) only. The said findings of the Trial Court, which are the subject matter of challenge reads as under: -



“9(b)(iii) In the petition, the petitioners did not disclose about the vacation of shop no. 5 and its subsequent re letting in November, 2016 i.e. about six months before the filing of present petition on 25.05.2017. The petitioners did not disclose about shop no. G-12, Jaina Tower, District Centre Janakpur. It is contended on behalf of the petitioners that the said shop no. 5 is very small as compared to the tenanted shop. In the rent agreement dt. 29.03.17 regarding shop no. 5 the said shop is mentioned as measuring 13X11 Feet. In para no. 11 of the counter affidavit of petitioner no. 1, it is stated that shop no. 2 which is in possession of the respondent is measuring 7x17 Feet. By this calculation the area of shop no. 5 will be 143 Sq. Feet whereas the area of tenanted shop bearing private no. 2 will be only 119 Sq. Feet. It shows that the tenanted shop is smaller than shop no. 5 which was let out by the petitioners to Sh. Tarun Wadhera on 01.11.16. It cannot be disputed that the landlord is the best judge of his own needs, however, in the present cases the plea taken by the petitioners regarding the comparative size of aforementioned two shops is clearly false.

9(b)(iv) In the kind of present petition, serving of notice by the landlord to the tenant is not mandatory. However, it is pertinent to observed that in legal notice dt. 17.04.17 sent by the petitioners to the respondent about a month before the filing of present petition (on 25.05.17), there is no mention of the said bona fide need.”

10. The Trial Court at paragraph 9(b)(iv) took note of the legal notice dated 17.04.2017 issued by the Petitioners and considered that the said notice which was issued one month prior to the filing of the eviction petition i.e., 25.05.2017 contained no reference to the *bona fide* need of Raunaq. The Trial Court accordingly drew an adverse inference against the Petitioners herein.

10.1. In the opinion of this Court, the Trial Court committed an error of fact, which is apparent on record by drawing the said adverse inference. The legal notice dated 17.04.2017 was a statutory notice issued by the Petitioners under Section 6-A of the DRC Act for enhancement of the rent. The notice clearly records that the monthly rent stands at Rs. 440/- per month and by the said notice, the Petitioners sought the statutory enhancement of 10%. In addition, the Petitioners raised a claim of arrears



of rent w.e.f. 01.06.2016 as per the mandate of Section 14 (1) (a) of the DRC Act, which requires the landlord to issue a notice on demand for the arrears of rent on the tenant.

10.2. The relevant provision Section 6-A and Section 14 (1) (a) of the DRC Act reads as under: -

“6A. Revision of rent.- Notwithstanding anything contained in this Act, the standard rent, or, where no standard rent is fixed under the provisions of this Act in respect of any premises, the rent agreed upon between the landlord and the tenant, may be increased by ten per cent. every three years.

Section 14. Protection of tenant against eviction:

(1) *Notwithstanding anything to the contrary contained in any other law or contract, no order or decree for the recovery of possession of any premises shall be made by any court or Controller in favour of the landlord against a tenant:*

(2) *Provided that the Controller may, on an application made to him in the prescribed manner, make an order for the recovery of possession of the premises on one or more of the following grounds only, namely: -*

(a) that the tenant has neither paid nor tendered the whole of the arrears of the rent legally recoverable from him within two months of the date on which a notice of demand for the arrears of rent has been served of him by the landlord in the manner provided in section 106 of the Transfer of Property Act, 1882 (4 of 1882);”

(Emphasis supplied)

The relevant portion of the legal notice which conforms to the said provision reads as under: -

*“By this notice, **I hereby call upon you to pay the arrears of rent** in respect of shop bearing No.2 in property bearing NO.4/55, Double Storey, Tilak Nagar, New Delhi, w.e.f. 01.06.2016 onwards at the rate of Rs.440/- per month. **You are further called upon to increase the rent by 10%.** The said notice is to be complied with within a week from the receipt hereof, otherwise my client shall be compelled to take all appropriate legal proceedings for your eviction and realization of the arrears of rent and in that event, you alone shall be held liable and responsible*



for all costs, risks and consequences to be undergone by my aforesaid client in this regard, which please note.”

(Emphasis supplied)

10.3. The Petitioners while issuing the legal notice dated 17.04.2017 were exercising their statutory right under Section 6-A of the DRC Act and complying with the statutory requirement of Section 14(1)(a) of the DRC Act. There was neither any requirement in law or otherwise for the Petitioners to plead the *bona fide* requirement of the tenanted premises in the said legal notice. In fact, in law the landlord is not required to issue any legal notice to the tenant prior to maintaining an eviction petition under Section 14(1) (e) of the DRC Act. In this regard it is apposite to refer to a decision of the Coordinate Bench of this Court in the ***Sh. T.B. Jain v. Smt. Savita Ravi & Anr, 2008:DHC:723***, wherein this Court at Para 12 held as under:

“12. There is no requirement in law that prior to filing of an eviction petition under Section 14(1)(e) of the Delhi Rent Control Act the landlord should serve a notice on the tenant disclosing his bona fide requirement. Consequently, merely because the respondent in her notice dated 19th April 2005 did not spell out her bona fide need, it does not follow that the need is not bona fide or genuine, or that a triable issue arises.”

(Emphasis Supplied)

Therefore, in the opinion of this Court, the Trial Court made an error in law by drawing an adverse inference against the Petitioners on the basis of the contents of the legal notice, which error led to the erroneous finding that the Petitioners do not have a *bona fide* requirement.

11. The Trial Court at paragraph 9 (b)(iii) took note that the Petitioners, landlords had not disclosed about their ownership of the Shop at



Janakpuri. Though, after taking note of the said fact, the impugned order is silent about the sequitur, if any, thereof, it is apparent that the Trial Court concluded that the non-disclosure disentitled the Petitioners to the relief of eviction.

11.1. The Trial Court in the judgement failed to take note of the reply to the application seeking leave to defend filed by the landlords, wherein it was duly disclosed that the said Shop at Janakpuri was not lying vacant and has been in possession of the tenant since 2008. It was further stated that the said Shop at Janakpuri is not suitable for carrying on business of cloth and sale of ladies' suits, which was the intended business that Raunaq wanted to start. The relevant paragraphs of the reply to the leave to defend reads as under: -

*"12. Para 12 of the affidavit as stated is wrong and denied. **The shop No. G- 12, Jaina Tower, District Center, Janakpuri, New Delhi, is not suitable because the area where the said shop is located is not meant for running the business of cloth and sale of the ladies suits etc. and the shop in question is situated in the main market, Tilak Nagar, New Delhi, which is thickly populated area and the shop in possession of the respondent is more suitable. The said tenant is in possession since 2008 and the present lease is upto 30.09.2018.**"*

(Emphasis supplied)

11.2. The Petitioners placed on record the lease agreements dated 13.08.2008 and 01.11.2016 pertaining to the Shop at Janakpuri, along with the reply to substantiate the said pleas. However, the Trial Court makes no reference to the said lease agreements and the reply of the Petitioners in the impugned order. In the facts of this case, therefore, the Shop at Janakpuri was rented out even as on the date of filing the eviction petition and therefore, not available to the Petitioners and in addition, not even suitable for the business proposed to be set up by Raunaq. In these



circumstances, this Court is of the opinion that the non-disclosure of the said Shop at Janakpuri was not relevant or material to the plea of *bona fide* need set up by the Petitioners. In this regard, it would be instructive to refer to the judgement of the Coordinate Bench in ***Manju Devi vs. Pratap Singh* 2015 SCC OnLine Del 7516**

“6. Heard learned counsel for the parties and perused the records. Undoubtedly the petitioner has not disclosed property 717G Faridpuri which was owned by her husband in the eviction petition. The same being on rent is not disputed and it is also well settled that if the other accommodation is not suitable then the landlord need not disclose the same in the eviction petition. In Surinder Singh v. Jasbir Singh 172 (2010) DLT 6117 this Court held –

25. The mere fact that, respondent did not disclose the accommodation of basement and first floor available with him in the eviction petition, would not prove fatal to the present case, since the same cannot be said to be an alternative suitable accommodation for the purpose of business.”

(Emphasis supplied)

11.3. The Trial Court, therefore, fell in error while considering the allegation of the ownership of Shop at Janakpuri as a relevant fact and holding that due to this fact, the Petitioners’ need is not *bona fide*.

12. The Trial Court at paragraph 9 (b)(iii) thereafter, took note of the fact that the Petitioners had on 01.11.2016 rented out Shop No. 5, to a new tenant. It also held that the explanation offered by the landlords that Shop No. 5 was smaller in size than the tenanted premises i.e., Shop No. 2 was false even as per the documents relied upon by the landlords. Once again, the Trial Court without recording the sequitur, if any, of the aforesaid facts straightway without any reasoning concluded that the Petitioners do not have a *bona fide* need for the tenanted premises.

12.1. In these circumstances, this Court can only presume that the reasons that weighed with the Trial Court were that if the Petitioners



wanted to provide an accommodation to Raunaq, then as on 01.11.2016, Shop No. 5 was available with them to provide the same to Raunaq and having failed to do so, the Trial Court presumed that the stated need is not genuine.

12.2. In the facts of the present case, the Shop No. 5 was let out by the Petitioners as on 01.11.2016 and the present eviction petition was filed seven (7) months later on 25.05.2017 for recovery of possession of the tenanted premises i.e., Shop No. 2. The Petitioners stated that their dependent family member Raunaq, who is about 24 years of age has graduated with a Diploma in Fashion Designing in academic year 2015-16 and after working with his father, i.e., Petitioner No. 2 has now decided to start his independent business. Thus, on a conjoint reading of the aforesaid pleadings, the need for the tenanted premises arose to the Petitioners in or around May, 2017, when the eviction petition was filed.

12.3. The letting out of Shop No. 5 on 01.11.2016 or even if it is assumed to have been let out on 29.03.2017 i.e., the date of rent agreement, the same would not lead to the conclusion that the landlord did not have a *bona fide* need as in May, 2017, when the Petitioners experienced the need to provide independent commercial accommodation to Raunaq. The fact that Raunaq was merely assisting his father in the existing business at Shop No. 8 was not in dispute. The need of the landlord can arise overnight as opined by a Coordinate Bench of this Court in ***Anu Mangalani v. Rajiv Gupta, (2015) SCC OnLine Del 9345*** which reads as under:

“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.”

(Emphasis supplied)

12.4. The discussion by the Trial Court on the size of Shop No. 2 and Shop No. 5 fails to take into consideration the site plan filed by the Respondent, tenant, wherein, the Respondent has himself pleaded that the size of Shop No. 5 is (8'x12') and size of tenanted premises i.e., Shop No. 2 is (7'x17'). Thus, even as per the Respondent, the size of the Shop No. 5 is smaller than the tenanted premises i.e., Shop No. 2. The Respondent has not disputed the correctness of the site plan filed by him with the application seeking leave to defend and continues to rely upon the same. The size of Shop No. 5 is, therefore, admittedly smaller than Shop No. 2 as per the Respondent.

12.5. The Trial Court also failed to deal with the contention of preferential location of Shop No. 2 vis-à-vis Shop No. 5 as pleaded by the Petitioners in reply to leave to defend. Even during the course of oral arguments, learned counsel for the Petitioners had submitted that the tenanted premises is approachable from three sides and therefore, is more suitable than Shop No. 5. This contention was not disputed by the counsel for the Respondent during the oral argument. The Trial Court, however, has not noted or dealt with the said submissions.

12.6. In these facts, the letting out of Shop No. 5 by the Petitioners does not mitigate against the Petitioners' need for the tenanted premises i.e., Shop No. 2.

12.7. In this regard, the reliance placed by learned counsel for the



Petitioners on the judgement of Supreme Court in ***Balwant Singh v. Sudarshan Kumar, (2021) 15 SCC 75*** is apposite, wherein, the Court held that adequacy or otherwise of the space available to the landlord is not for the tenant to dictate. The relevant paragraphs of the aforesaid judgment reads as under:

“7. Aggrieved by the decision of the Rent Controller refusing leave to contest, the tenants filed separate Revision Petitions before the High Court to challenge the orders of the Rent Controller. The High Court in the impugned judgment had focused on the fact that the landlord had earlier recovered possession of two adjoining shops through proceedings initiated under Section 13 of the Act and those shops are lying vacant. The Court also noted that the first floor of the tenanted premises is let out to a bank for which no eviction petition was filed. It was accordingly held that leave to contest should be granted to the tenants. The order passed by the Rent Controller was then set aside and further proceeding was directed before the Rent Controller with grant of leave to contest to the tenants.

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10. We have considered the submission of the learned counsel for the parties. The tenants do not challenge the NRI status of the landlord but they contend that the space available with the landlord would be adequate for the proposed furniture business and there is no need to seek eviction of the respondents, from their respective shops.

11. On the above aspect, it is not for the tenant to dictate how much space is adequate for the proposed business venture or to suggest that the available space with the landlord will be adequate. Insofar as the earlier eviction proceeding, the concerned vacant shops under possession of the landlords were duly disclosed, but the case of the landlord is that the premises/space under their possession is insufficient for the proposed furniture business. On the age aspect, it is seen that the respondents are also senior citizens but that has not affected their desire to continue their business in the tenanted premises. Therefore, age cannot be factored against the landlords in their proposed business.

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13. On consideration of the above aspects, the genuine need of the appellants to secure vacant possession of the premises for the proposed business is found to be established. According to us, the adequacy or otherwise of the space available with the landlord for the business in mind is not for the tenant to dictate. The



special procedure for NRI landlord was deliberately designed by the Legislature to speedily secure possession of tenanted premises for bona fide need of the NRI landlords and such legislative intent to confer the right of summary eviction, as a one time measure cannot be frustrated, without strong reason.”

12.8. The decision of the Supreme Court in ***Sarla Ahuja vs. United India Insurance Company Ltd., (1998) 8 SCC 119*** relied upon by the learned Counsel for Petitioners is also apposite and reads as under: -

*“14. The crux of the ground envisaged in Clause (e) of Section 14(1) of the Act is that the requirement of the landlord for occupation of the tenanted premises must be bona fide. **When a landlord asserts that he requires his building for his own occupation the Rent Controller shall not proceed on the presumption that the requirement is not bona fide.** When other conditions of the clause are satisfied and when the landlord shows a prima facie case it is open to the Rent Controller to draw a presumption that the requirement of the landlord is bona fide. **It is often said by courts that it is not for the tenant to dictate terms to the landlord as to how else he can adjust himself without getting possession of the tenanted premises.** While deciding the question of bona fides of the requirement of the landlord it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted himself.”*

(Emphasis supplied)

12.9. This Court is, therefore, of the opinion that the Trial Court fell in error in concluding that the Petitioners’ action of letting out Shop No. 5 leads to the conclusion that the Petitioners’ need for the tenanted premises is not *bona fide*.

13. The Supreme Court recently after reviewing the law on Section 14(1)(e) and Section 25-B of the DRC Act in the authoritative pronouncement of ***Abid-ul-Islam*** (supra) reiterated that Section 14(1)(e) creates a strong presumption *qua* the *bona fide* need in favour of the landlord, which is subject to rebuttal with material of substance, whereas, the contention of the tenant with respect to alternative accommodation can at best be only an incidental one. The relevant paragraphs of the



judgement read as under: -

“29. Section 14(1)(e) deals with only the requirement of a bona fide purpose. The contention regarding alternative accommodation can at best be only an incidental one. Such a requirement has not been found to be incorrect by the High Court, though it is not even open to it to do so, in view of the limited jurisdiction which it was supposed to exercise. Therefore, the very basis upon which the revision was allowed is obviously wrong being contrary to the very provision contained in Section 14(1)(e) and Section 25-B(S).

30. We have already discussed the scope of Section 14(1)(e) vis-a-vis Section 25-B (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)

14. In the facts of the present case, the Trial Court has not recorded any adverse finding with respect to the *bona fide* need of Raunaq as pleaded by the Petitioners. The order is silent on this aspect. The crux of the facts noted by the Trial Court at paragraph 9(b)(iii) are only with respect to the availability of the alternate accommodation with the Petitioners followed by the conclusion of the Trial Court that the need is not *bona fide*. However, ironically under paragraph 9(c)(i) of the judgment, the Trial Court has held that it is not even considering the plea of availability of alternate accommodation. Therefore, there is inherent dichotomy in the findings of the Trial Court, which in the facts of this case has led to an error and therefore, the said findings are hereby set aside.

15. In these circumstances, this Court is of the opinion that the impugned order dated 22.02.2019 is erroneous and is hereby set aside.

16. The arguments raised by learned counsel for the Respondent in the written synopsis on the basis of the cross examination of PW-1 cannot be



considered in this revision petition as only the facts which existed as on the date of the passing of the impugned order have been considered.

17. The Petitioners have duly proved that they have a *bona fide* need for the recovery of the tenanted premises for Raunaq, who as on date is 30 years old for starting his independent business. This Court is also satisfied that the Petitioners do not have *alternate suitable accommodation* available with them.

18. Accordingly, the revision petition is allowed and an eviction order is passed in favour of the Petitioners, landlords and against the Respondent, tenant in respect of the tenanted premises i.e., Shop bearing private No. 2 at Ground Floor of Property No. 4/55, Double Storey, Tilak Nagar, New Delhi-110018 as more specifically shown and delineated in red color in the site plan annexed with the eviction petition, directing the Respondent to vacate the tenanted premises.

19. However, this judgment shall not be operative before the expiry of six (6) months from today keeping in view the mandate of Section 14 (7) of the DRC Act. The Petitioners, landlords will be entitled to recover the possession of the premises thereafter.

20. Pending applications, if any, stand disposed of.

MANMEET PRITAM SINGH ARORA, J

JULY 05, 2023/ms/sk