



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CR-2988-2025 (O&M)
Reserved on: 19.11.2025
Date of decision: 22.12.2025
Uploaded on: 24.12.2025**

MADHU SAINI & ANR.

..Petitioners

Versus

RAJ RANI & ANR.

..Respondents

CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA

Present: Mr. S.S. Antal, Advocate
for the petitioners.

Mr. Sanjay Jain, Advocate
for respondents.

SUDEEPTI SHARMA, J. (Oral)

1. The challenge in the present revision petition is to judgment dated 21.12.2024 passed by learned Rent Controller, Ambala, whereby, the petition filed by respondent under Section 13 of Haryana Act No.11 of 1973 for ejectment was allowed and judgment dated 01.05.2025, whereby, appeal filed against judgment dated 21.12.2024 passed by learned Rent Controller, Ambala, was dismissed by Appellate Authority, Ambala and order of even date i.e. 01.05.2025, whereby, two applications, filed by petitioners, respectively, under Section 107(1)(D) of Code of Civil Procedure, 1908 (in short 'CPC') for leading additional evidence were also dismissed.

BRIEF FACTS OF THE CASE

2. Brief facts of the case as per the pleadings before learned Rent Controller are that house No.733, Sector-7, Housing Board Colony, Ambala



City was purchased by the respondent No.1 vide sale deed dated 21.08.2003 for a valuable sale consideration amount from Sh. Jiwan Kumar. After purchase of said house, both the respondents constructed second storey on the said house. The respondents were senior citizens and were residing in the house in question upto the year 2011. Thereafter, Sh. Shiv Parkash, petitioner No.2 had taken the ground floor of the house no. 733, Sector-7, Housing Board Colony, Ambala City on rent from the respondent No.2 in April, 2014 at the rate of Rs. 4000/- per month. In the month of April, 2015, rent was increased to Rs. 4500/- per month. Petitioner No.1 started residing with her father Sh. Shiv Parkash, petitioner No.2 on the ground floor of said house. The first floor of the house in question was lying vacant. In the month of September, 2014, petitioner No.1 took the keys from the respondents on the pretext that petitioner no.1 needs the first floor of said house temporarily as she has organized the Mata Jagran for peaceful stay of her guests but none of the petitioners paid the rent to the respondents w.e.f. 01.04.2016. On the other hand, petitioner No.1 at the instance of petitioner no.2 threatened the respondents that respondent no. 2 is not the owner of the house as the said house was allotted to Sh. Chander Bhan Gupta in whose favour the Housing Board, Haryana executed the conveyance deed dated 18.03.1998. Sh. Chander Bhan Gupta sold the house No.733, Sector-7, Housing Board Colony, Ambala City to Sh. Jiwan Kumar and from Jiwan Kumar, the respondent no.1 has purchased the said house. Thereafter, matter was reported to the police and petitioner no.1 undertook to vacate the house No.733, Sector-7, Housing Board Colony, Ambala City within 15 days and accordingly, respondents withdrew the application from the police station. Thereafter, petitioner No.1 instead of vacating the house No.733, Sector-7,



Housing Board Colony, Ambala City filed suit for permanent injunction by alleging herself to be the tenant in the entire house in question.

3. Thereafter, respondents filed petition under Section 13 of Haryana Act No.11 of 1973 for ejectment.

4. The petitioners filed written statement to the same and contested the same. Since, the petitioners failed to appear before the Court in person or through any attorney, therefore, petitioners were proceeded against ex parte vide order dated 07.07.2023. Thereafter, the petition filed by the respondents was allowed vide order dated 21.12.2024 passed by learned Rent Controller, Ambala. Petitioners filed appeal against order of eviction dated 21.12.2024 under Section 15 of Haryana Act No.11 of 1973, which was dismissed by Appellate Authority, Ambala on 01.05.2025. Petitioners have filed two applications under Section 107(1)(D) of CPC read with Order XLI Rule 27 of CPC for leading additional evidence, which were dismissed. Hence, the present revision petition.

SUBMISSIONS OF LEARNED COUNSEL FOR THE PARTIES

5. Learned counsel for the petitioner contends that findings given by both the Courts are wrong, perverse and suffers from patent illegalities, therefore, are liable to be set aside.

6. He further contends that both the Courts have failed to appreciate the very fact that relationship of tenant and landlord was not established. He therefore, prays that the present petition be allowed and judgment dated 21.12.2024 passed by learned Rent Controller, Ambala and judgment dated 01.05.2025 passed by learned Appellate Authority, Ambala, be set aside.



7. Per contra, learned counsel for respondents contends that both the Courts have rightly allowed the petition filed by the respondents and rightly dismissed the appeal filed by the petitioners.

8. He further contends that relationship between the parties as tenant and landlord is fully established on record. And the ejectment has been ordered on the ground of personal necessity. He, therefore, prays that the present petition be dismissed.

9. In support of his arguments, he relies upon judgment passed by Hon'ble Supreme Court in Kanahaiya Lal Arya Vs. Md. Ehshan and others, 2025 INSC 271.

10. I have heard learned counsel for the parties and have gone through the file of this case with their able assistance.

11. As per the record, Rajni Bala, respondent No.1 was examined as PW-1, who proved the pleadings by way of duly sworn affidavit Ex.PW1/A. The respondents produced evidence in the shape of documents (Ex.P-1 to Ex.P-6). Ex.P-3 shows that respondent No.1 had purchased the house/demised premises from Sh. Jiwan Kumar. The sale deed Ex.P-3 is a registered document, therefore, presumption of truth is attached to a registered document as per which respondent No.1 is owner/landlord of the demised premises. The respondent No.1 rented the demised premises to petitioner No.2 (father of petitioner No.1) on rent in the month of April, 2014 at the rate of Rs.4,000/- per month, which was increased to Rs.4,500/- per month in the month of April, 2015 but the petitioners did not pay rent from 01.04.2016. The respondents sought ejectment of petitioners from the demised premises on the ground of non-payment of rent and on the ground of personal necessity. On the other hand, petitioners claimed that they have



paid the arrears of rent before the Court and the respondents are not the landlord of the demised premises. However, the petitioners failed to establish on record that they have purchased the demised premises or that they are in the possession of the demised premises as owner. Therefore, petitioners were held to be tenants in the demised premises under the respondents by learned Rent Controller.

12. Further, as per the case file, the petitioners tendered the rent before the Court by way of E-challan on 30.05.2018, which was released in favour of respondents on 24.07.2018. The petitioners denied the relationship of landlord and tenant between the parties but failed to state that in which capacity they are in the possession of the demised premises. No evidence was led by the petitioners to prove themselves to be owner of the demised premises or to prove that respondents are not the owners and the landlords of demised premises. As such relationship of landlord and tenant is established between the parties. Admittedly, the petitioners were paying rent to the respondents at the rate of Rs.4,000/- per month and the rent had already been tendered before the Court from 01.04.2016 to 30.01.2017. The petitioners have paid rent to the landlord/owner as evident from order 30.05.2018/24.07.2018 passed by learned Rent Controller. Therefore, the ground of non-payment of arrears of rent for ejectment was held to be redundant.

13. So far as the question of personal necessity of the demised premises is concerned, as per the pleadings and evidence on record it is evident that respondent No.1 wanted the demised premises for residence of her married grand-son and petitioners failed to produce on record any substantial evidence that respondent was having separate land/property for



residence of grand-son of respondent No.1. Since the relationship of tenant and landlord was established as per the evidence on record and the personal necessity was proved to be bonafide. Therefore, on the ground of personal necessity to be bonafide, the petition filed by respondents was allowed and the petitioners were directed to handover the vacant possession of demised premises i.e. House no. 733, Housing Board Colony, Sector-7, Ambala City, vide judgment dated 21.12.2024 passed by learned Rent Controller, Ambala.

14. So far as the applications for additional evidence is concerned, in the application moved by petitioner No.2 it was contended that he is only 8th pass and is a layman. He met with Chander Bhan Gupta on Auto Stand at Ambala Cantt in the year 1995, who was in the need of money, therefore, he sold his house bearing No.733, Near Ram Mandir, Housing Board Colony, Ambala City to him. Chander Bhan Gupta made full and final agreement with him and assured him about the registry of the said house and from 23.03.1995 he is the absolute owner of the house in question. As an innocent person, in faith and trust, he handed over his personal documents and the amount of Rs.1,30,000/- to Chander Bhan Gupta. His daughter i.e. petitioner no.1 is in possession of crucial documents, which were available at the time of original trial but due to ex parte, he was unable to produce the same before learned Rent Controller. It was further submitted that during the course of trial before learned Rent Controller, he came into possession of certain more crucial documents/evidence relating to ownership of the property in question, which could not be produced at the time of the original proceedings despite due diligence. It was further submitted that original full and final agreement was lost during his long illness and was recovered after extensive searching in the year 2022-23. And that said additional evidence



(full and final agreement) and other crucial documents are necessary for the just decision of the appeal. Another application for additional evidence was filed by petitioner No.1 by stating that she was not aware about the fact that the property i.e. subject matter to the appeal belongs to her father since her father purchased directly from the absolute owner of the property i.e. Sh. Chander Bhan Gupta by way of full and final agreement in the year 1995. Her father had taken the possession of the demised premises in the year 1995. It was further stated that she was not aware of the fact that her father met with Chander Bhan Gupta on Auto Stand at Ambala Cantt in the year 1995, who was in the need of money, therefore, he sold his house bearing No.733, Near Ram Mandir, Housing Board Colony, Ambala City to her father. That Chander Bhan Gupta made full and final agreement with her father and assured him about the registry of the said house and from 23.03.1995 her father was absolute owner of the house in question. And as an innocent person, in faith and trust, her father handed over her personal document and the amount of Rs.1,30,000/- to Chander Bhan Gupta. That she is in possession of crucial documents, which were available at the time of original trial but due to ex parte, she was unable to produce the same before learned Rent Controller. It was further submitted that during the course of trial before learned Rent Controller, her father came into possession of certain more crucial documents/evidence related to ownership of the property in question which could not be produced at the time of the original proceedings despite due diligence. The said additional evidence (full and final agreement) and other crucial documents are necessary for the just decision of the appeal. Both the applications filed by the petitioners were



orally opposed and both the applications were dismissed by the Appellate Authority vide order of even date i.e. 01.05.2025.

15. A perusal of the record shows that written statement was filed by petitioner No.1 and 2, wherein, petitioner No.1 specifically admitted in the joint written statement that “In fact Madhu Saini took the house on rent i.e. ground floor and first floor in which her father, mother and children are residing and there is no settlement to increase the rent and rent has been paid upto 07.04.2017 at the rate of Rs.4,000/- per month. Respondent No.2 has no role in this case, he never took the house on rent and respondent No.2 has no relation with the petitioners.”

16. A perusal of record further shows that during the pendency of proceedings on 12.01.2023 one witness Rajni Bala was present but learned counsel for petitioner sought adjournment. However, the same was declined and opportunity for cross-examination of PW1 Rajni Bala was considered as Nil by learned Rent Controller on 12.01.2023. However, learned counsel for petitioner No.1 filed revision petition bearing No.CR-1430-2023 before this Court and this Court allowed the revision petition by setting aside the order and one effective opportunity was granted to the petitioners for cross-examination of PW1 subject to payment of cost of Rs.10,000/-, which was to be paid to the witness. But the petitioners neither deposited the cost nor appeared before learned Rent Controller, therefore, they were again proceeded against ex parte on 07.07.2023 by learned Rent Controller. Subsequently, petitioner No.1 Madhu Saini filed an application for setting-aside ex parte proceedings before learned Rent Controller, however, the same was also dismissed on 10.08.2023. Further, an application under Section 114 Order XLVII of CPC for review of the said order was filed,



which was also dismissed on 09.11.2023 by learned Rent Controller, Ambala. This clearly shows that both the petitioners were having clear knowledge of the pendency of the proceedings before learned Rent Controller and they could produce the documents before him. Further, the documents sought to be produced by way of leading additional evidence were old documents and were well within the knowledge of the petitioners, which were never produced by them and no plausible explanation or cogent reasons were furnished by petitioners as to why the additional evidence could not be produced by them at the time of filing of written statement, therefore, both the applications filed by the petitioners were rightly dismissed by learned Appellate Authority vide order dated 01.05.2025.

17. It is settled law that landlord is a best judge of his requirement and tenant cannot put him to his own terms. Hon'ble Supreme Court in **Sarla Ahuja Vs. United India Insurance Company Ltd., 1998(8) SCC 119,** has held 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.

18. The relevant para 14 of the **Sarla Ahuja's case (supra),** is reproduced 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 in 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.”

19. The Hon’ble Supreme Court in **Joginder Pal Vs. Naval Kishore Behal, 2002(5) SCC 397**, has held as under:-

“24. We are of the opinion that the expression 'for his own use' as occurring in Section 13(3)(a)(iii) of the Act cannot be narrowly construed. The expression must be assigned a wider, liberal and practical meaning. The requirement is not the requirement of the landlord alone in the sense that the landlord must for himself require the accommodation and to fulfill the requirement he must himself physically occupy the premises. The requirement of a member of the family or of a person on whom the landlord is dependent or who is dependent on the landlord can be considered to be the requirement of the landlord for his own use. In the several decided cases referred to hereinabove we have found the pari-materia provisions being interpreted so as to include the requirement of the wife, husband, sister, children including son, daughter, a widowed daughter and her son, nephew, coparceners, members of family and dependents and kith and kin in the requirement of landlord as "his" or "his own" requirement and user. 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 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 inter-relation 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 landlord for his son's office. The case squarely falls within the scope of Section 13(3)(a)(ii) of the Act.

33. Our conclusions are crystalised as under:

(1) the words for his own use as occurring in Section 13(3)(a)(ii) of the East Punjab Urban Rent Restriction Act, 1949 must receive a wide, liberal and useful meaning rather than a strict or narrow construction.

(ii) The expression landlord requires for 'his own use', is not confined in its meaning to actual physical user by the landlord personally. The requirement not only of the



landlord himself but also of the normal 'emanations of the landlord is included therein. All the cases and circumstances in which actual physical occupation or user by someone else, would amount to occupation or user by the landlord himself, cannot be exhaustively enumerated. It will depend on a variety of factors such as inter-relationship and inter-dependence eco economic or otherwise, between the landlord and such person in the background of social, socio-religious and local customs and obligations of the society or region to which they belong.

The tests to be applied are: (i) Whether the requirement pleaded and proved may properly be regarded as the landlord's own requirement ? and, (ii) Whether on the facts and in the circumstances of a given case actual occupation and user by a person other than the landlord would be deemed by the landlord as 'his own' occupation or user? The answer would, in its turn, depend on (i) the nature and degree of relationship and/or dependence between the landlord pleading the requirement as 'his own' and the person who would actually use the premises, (ii) the circumstances in which the claim arises and is put forward, and (iii) the intrinsic tenability of the claim. The Court on being satisfied of the reasonability and genuineness of claim as distinguished from a mere ruse to get rid of the tenant, will uphold the landlord's claim.

(iv) While casting its judicial verdict, the Court shall adopt a practical and meaningful approach guided by the realities of life.

(v) In the present case, the requirement of landlord of the suit premises for user as office of his chartered accountant son is the requirement of landlord for his own use within the meaning of Section 13(3)(a)(ii).”



20. The Hon'ble Supreme Court in **Ajit Singh and another Vs. Jit Ram and another, 2008(9) SCC 699**, has held as under:-

"9. It is an admitted position that the said shop is at Village Badheri, Chandigarh. Since the eviction granted by the appellate authority and reversed by the High Court in revision was on bonafide requirement of the appellants, it will be fit and proper that Section 13 (3) (a) (ii) of the Rent Act should now be referred to, which runs as under:

"13. Eviction of tenant -

(3)(a) A landlord may apply to the controller for an order directing the tenant to put the landlord in possession;

(1).....

(ii) in the case of non-residential building or rented land, if

(a) he requires it for his own use;

(b) he is not occupying in the urban area concerned for the purpose of his business any other such building or rented land as the case may be; and

(c) he has not vacated such a building or rented land without sufficient cause after the commencement of this Act, in the urban area concerned;"

*A plain reading of the aforesaid provision, namely, Section 13 (3)(a)(ii) of the Rent Act would show that in order to get an order of eviction on the aforesaid ground, the landlord had to aver and prove that the landlord required the said shop for his own use as the said shop was a non-residential building. In **Joginder Pal v. Naval Kishore Behal, 2002(1) RCR (Rent) 582: [(2002)5 SCC 397]**, this Court considered the aforesaid provision in detail and interpreted the words "his own use" in regard to a non-residential building. In that view of the matter, it would be appropriate for us to refer to the aforesaid consideration by this Court in the aforesaid decision which crystallised the question as under:*



"(1) The words "for his own use" as occurring in Section 13 (3)(a)(ii) of the Act must receive a wide, liberal and useful meaning rather than a strict or narrow construction.

(2) The expression landlord requires for "his own use" is not confined in its meaning to actual physical user by the landlord personally. The requirement not only of the landlord himself but also of the normal "emanations" of the landlord is included therein. All the cases and circumstances in which actual physical occupation or user by someone else, would amount to occupation or user by the landlord himself, cannot be exhaustively enumerated. It will depend on a variety of factors such as interrelationship and interdependence economic or otherwise, between the landlord and such person in the background of social, socio-religious and local customs and obligations of the society or region to which they belong.

(3) The tests to be applied are: (i) whether the requirement pleaded and proved may properly be regarded as the landlord's own requirement; and, (ii) whether on the facts and in the circumstances of a given case, actual occupation and user by a person other than the landlord would be deemed by the landlord as "his own" occupation or user. The answer would, in its turn, depend on (i) the nature and degree of relationship and/or dependence between the landlord pleading the requirement as "his own" and the person who would actually use the premises; (ii) the circumstances in which the claim arises and is put forward; and (iii) the intrinsic tenability of the claim. The court on being satisfied of the reasonability and genuineness of claim, as distinguished from a mere ruse to get rid of the tenant, will uphold the landlord's claim.



(4) While casting its judicial verdict, the court shall adopt a practical and meaningful approach guided by the realities of life. (5) In the present case, the requirement of the landlord of the suit premises for user as office of his chartered accountant son is the requirement of landlord "for his own use" within the meaning of Section 13 (3)(a) (ii)."

10. This judgment is the answer to the question posed before us. Here also, the requirement is made for the son who is admittedly the owner of the shop room and also the landlord, after the said shop was, by a family partition dated 26th of August, 1998, given to the son who also became the landlord after family partition and also he became the owner of the said shop by such family partition.

11. From the aforesaid decision of this Court, it is therefore, clear that this Court has laid down authoritatively that a non-residential premises, if required by a son for user by him would cover the requirement of words used in the Section, i.e. "for his own use" in reference to a landlord. Therefore, if "his own use" has been interpreted by this Court in the above-said manner, then the requirements as laid down in Section 13 (3)(a) (ii)(b) and (c) of the Act has to be interpreted in the same manner to hold that (a) the son of the landlord has to plead in the eviction petition that, (b) he is not occupying in the urban area concerned for the purpose of his business any other such building or rented land as the case may be; and (c) he has not vacated such a building or rented land without sufficient cause after the commencement of the Rent Act, in the urban area concerned.

15. At this stage, an argument advanced by the learned counsel for the respondents may be considered. The



learned counsel for the respondents relied on a decision of this Court in Hasmat Rai & Anr. v. Raghunath Prasad, 1981(2) RCR (Rent) 401: [(1981)3 SCC 103] and contended that a portion of the demised premises may also be used as a residential premises, which cannot be considered to be a commercial premises for the purpose of evicting the tenant under Section 13 (3)(a)(ii) of the Rent Act. We are unable to accept this submission of the learned counsel for the respondents, for the simple reasons, first, the decision in Hasmat Rai's case (supra) was based on M.P. Accommodation Control Act, 1961 which confers on the authority to pass order of eviction on the ground of bonafide requirement on a different wording from the words used in East Punjab Urban Rent Registration Act, 1949. Furthermore, it may be reiterated that in order to obtain an order of eviction under Section 13 (3)(a)(ii) of the Rent Act, the landlord has to prove, as noted herein earlier, that he required the said shop for his own use and the said shop was a non- residential building. In this case, admittedly the said shop is used for commercial purposes and therefore there was no question of the said shop being used as residential purposes or being used for a portion of residential purposes for residential use. That being the position, the aforesaid decision, in our view, is clearly distinguishable. Accordingly, the above decision of this court is of no help to the respondents.”

21. The Hon’ble Supreme Court in **Raghunath G. Panhale V. M/s Chagan Lal Sudarji and Company, 1999(2) RCR (Rent) 485** has enumerated the following guidelines:-

i.) Requirement of landlord must be both reasonable and bonafide.



ii) The word "reasonable" connotes that requirement is not fanciful or unreasonable. It cannot be mere desire.

iii) The word requirement coupled with the word reasonable means that it must be something more than mere desire but need not certainly be a compelling or absolute or dire necessity.

iv) A reasonable and bonafide requirement is something in between a mere desire or wish on one hand that a compelling or dire or absolute necessity at the other end.

v) It may not be need in praesenti or within reasonable proximity in the future. The word bona fide means that need must be honest and not be tainted with any oblique motive.

vi) Language of provision cannot be unduly stretched or strained as to make it impossible for landlord get possession. Construction of relevant statutory provision must strike a balance between right of landlord and right of tenant.

vii) Court should not proceed on assumption that requirement of landlord was not bona fide and that tenant could not dictate to the landlord as to how he should adjust himself without getting possession of tenant premises”

22. As per the law laid down by Hon’ble Supreme Court in above referred to judgments, bonafide requirement is explained, which means that need must be honest and not tainted with any oblique motive.



23. Further, Hon’ble Supreme Court has categorically held that Rent Controller, should proceed with presumption that requirement is bonafide and 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.

24. Hon’ble Supreme Court has defined “for his own use” by holding that it would include the use of family members or a person, who is dependent on landlord or of whom landlord is dependent.

25. In view of the above and law laid down by Hon’ble Supreme Court as referred to above, I do not find any infirmity or illegality in judgment dated 21.12.2024 passed by learned Rent Controller, Ambala and judgment and orders dated 01.05.2025 passed by learned Appellate Authority, Ambala and the same are hereby upheld. Consequently, the present petition is dismissed.

26. Pending miscellaneous applications, if any, are also disposed of.

December 22nd, 2025
Ayub/Saahil

(SUDEEPTI SHARMA)
JUDGE

Whether speaking/reasoned : *Yes/No*

Whether reportable : *Yes/No*