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

**CR-4671-2025 (O&M)
Date of decision: 18.08.2025**

MOHD ASGHAR**..Petitioner**

Versus

HARISH KUMAR AND ORS.**..Respondents****CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA**

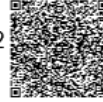
Present: Mr. Imran Farooqi, Advocate
for the petitioner.

SUDEEPTI SHARMA, J. (Oral)

1. Present revision petition has been preferred against judgment dated 21.02.2019 passed by learned Rent controller, Malerkotla, whereby, the rent petition filed by respondent under Section 16 of East Punjab Urban Rent Restriction Act, 1949 as extended in the urban areas of Union Territory, Chandigarh (in short 1949 Act) is allowed and judgment dated 18.03.2025, whereby, learned Appellate Authority, Sangrur dismissed the appeal filed by the petitioner against judgment dated 21.02.2019.

BRIEF FACTS OF THE CASE

2. Brief facts of the case are that earlier the shop in dispute was under the ownership and possession of Gigi Devi @ Saraswati Devi wife of late Dev Raj resident of Mohalla Sheshian Wala, Telian Bazar, Malerkotla and the petitioner was tenant under the said Gigi Devi @ Saraswati Devi at the rate of Rs.95/- per month from 11.07.1975 and the petitioner executed rent note in favour of Gigi Devi @ Saraswati Devi.



3. Gigi Devi @ Saraswati Devi during her lifetime executed a legal and valid Will dated 13.03.2010 in favour of respondent No.1 qua shop in dispute. Gigi Devi @ Saraswati Devi died on 24.02.2012 and after her death, respondent No.1 is the owner of disputed shop and the petitioner is under his tenancy. The petitioner did not pay rent w.e.f. 01.12.2011 along with house tax, interest, costs etc. despite requests made by respondent No.1 so many times. Further respondent No.1 required the said shop for his bonafide personal necessity since he wanted to run the business of cloth merchant in the disputed shop, therefore, he filed petition for eviction of the petitioner from the demised premises. The petition filed by him was allowed vide judgment dated 21.02.2019 by learned Rent Controller, Malerkotla. He filed appeal against judgment dated 21.02.2019, which was dismissed vide judgment dated 18.03.2025 by learned Appellate Authority, Malerkotla. Hence, the present revision petition.

SUBMISSIONS OF LEARNED COUNSEL FOR THE PETITIONER

4. Learned counsel for the petitioner contends that both the Courts did not take into consideration the fact that the petitioner is having other properties also.

5. He further contends that learned Rent Controller has not given any direction for payment of provisional rent. He therefore, prays that the present petition be allowed.

6. I have heard learned counsel for the petitioner and have gone through the file of this case with his able assistance.

ANALYSIS AND DISCUSSION

7. The petitioner who was respondent No.1 before learned Rent Controller in his written statement stated that no Will was executed in favour



of respondent No.1 by Gigi Devi @ Saraswati Devi regarding shop in dispute, therefore, there is no relationship of landlord and tenant between the petitioner and respondent No.1. Further that respondent No.1 is not entitled to recover any rent from the petitioner and that he has other commercial properties and is already running cloth shop in Telian Bazar, Malerkotla.

9. Respondent No.2 to 6 (proforma respondents) admitted that during her lifetime, Gigi Devi @ Saraswati Devi executed a legal and valid Will dated 13.03.2010 in favour of respondent No.1 qua the shop in dispute.

10. Along with other witnesses, respondent No.1 examined Narinder Kumar Gupta, Advocate (AW-3), who deposed that Will dated 13.03.2010 was scribed/typed by him at the instance of Gigi Devi @ Saraswati Devi in favour of her grand-son Harish Kumar (respondent No.1) and he made the entry of Will in his register vide Entry No.97. He proved the Will dated 13.03.2010 (Ex.A-1) and his register (Ex.A-3).

11. RW-2 Abdul Rashid, Clerk in Municipal Corporation, Malerkotla, brought the record regarding property ownership and prove on record assessment register for the year 1994-95 (Ex.R-1) and assessment register for the year 1998-99 (Ex.R-2).

12. The admitted facts of the case are that originally Gigi Devi @ Saraswati Devi was the owner of shop in dispute. The petitioner was her tenant at the rate of Rs.95/- per month. Gigi Devi @ Saraswati Devi expired on 24.02.2012. The identity of shop in question is not disputed.

13. Since respondent No.1 is admittedly legal heir of Gigi Devi @ Saraswati Devi and the shop in dispute is in the ownership of respondent No.1 as per the will dated 13.03.2010 therefore, petitioner cannot deny the landlord-tenant relationship.



14. Since the petitioner denied the landlord-tenant relationship therefore, it is admitted fact that he was not paying rent to respondent No.1. Therefore, the first ground for eviction i.e. non-payment of rent is rather admitted by petitioner since he is disputing the landlord-tenant relationship.

15. The second ground taken for eviction by respondent No.1 was “personal necessity”. Respondent No.1 claimed that he requires the demised premises for running the business of cloth merchant and he does not own and possess any other suitable premises in municipal area of Malerkotla.

DECISION

16. As per Section 13(3)(a)(ii) of 1949 Act, the landlord may apply to the Rent Controller for an order directing the tenant to put the landlord in possession, in case the rented property is required for his own use.

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 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.”

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 trained 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.”*

CONCLUSION

22. In the present case, respondent No.1 specifically mentioned in his petition that he requires the demised premises for starting business of cloth merchant. The petitioner in his written statement stated that respondent is having another shop in his name at Malerkotla and he has no requirement of shop in dispute, however, there is nothing on record to show that



respondent No.1 is the owner and is in possession of any other shop situated at Malerkotla.

23. It is settled law that landlord is the best judge to choose any of his properties for his personal necessity and it is not the tenant, who is to dictate his terms to the landlord regarding the same.

24. 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.

25. 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.

26. 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.

27. In view of the above and law laid down by Hon'ble Supreme Court as referred to above, the present petition is dismissed. Judgment dated 21.02.2019 passed by learned Rent controller, Malerkotla and judgment dated 18.03.2025 passed by learned Appellate Authority, Sangrur are upheld.

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

August 18th, 2025

Ayub

**(SUDEEPTI SHARMA)
JUDGE**

Whether speaking/reasoned : *Yes/No*
Whether reportable : *Yes/No*