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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RC.REV. 16/2018**

RAM BABU GUPTA

.....Petitioner

Through: Mr. Kuldeep Gala and Mr. Sumit
Kumar, Advs.

Versus

RAM SHANKER GUPTA

.....Respondent

Through: None

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

16.12.2025

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1. By virtue of the present petition, the petitioner/ landlord seeks setting aside the order dated 12.10.2017 (*impugned order*) passed by learned ACJ-Cum-ARC-Commercial Civil Judge (South), Saket Court (*learned ARC*) in eviction petition No.E-6151/2016, by virtue whereof the tenant's leave to defend application was allowed.

2. Learned counsel for the landlord submits that the application seeking leave to defend of the tenant has primarily been allowed by the learned ARC on two grounds, *firstly*, that the tenant was able to raise a *triable issue* with respect to there being no *bona fide requirement* of the landlord for his son Mr. Pradeep Gupta since the eviction petition had been filed in collusion with one Mr. Mahabir Bansal, to whom the subject premises had already sold by the landlord, and the possession thereof was required to be transferred by the landlord to the said Mr. Mahabir Bansal, and, *secondly*, that the landlord son's firm namely M/s. R.D. Trading Company had already shifted its business to Faridabad from Delhi and the Rent Agreement qua the property no. B-2/162, Madangir, New Delhi was



executed merely to make out the case of eviction of the tenant, once again in collusion of the said Mr. Mahabir Bansal. He submits that none of the aforesaid grounds were sufficient to qualify as triable issues.

3. Learned counsel submits that there was no involvement of the third party Mr. Mahabir Bansal, as the issue qua him had already long back been conclusively adjudicated and settled by virtue of the judgment dated 30.09.2014 by learned CJ-02 (South), Saket Courts, New Delhi in CS No. 202/2014 entitled “***Ram Shanker Gupta vs. Mahavir Bansal and anr.***”.

4. Learned counsel further submits that even though the aforesaid judgment was placed before the learned ARC, the same was not taken into consideration, and that it was the case of the landlord since the very inception that he and his family members were dependent upon the income of his son, for whom there was a *bona fide requirement* of the subject premises for running his office to attend his customers and storing products within Delhi. Lastly, he submitted that since the landlord had shifted his residence to Faridabad, Haryana, there was a *bona fide requirement* of the subject premises by the landlord.

5. At the outset, this Court finds that the tenant had not placed on record even an iota of documentary material to substantiate his plea qua involvement of one Mr. Mahabir Bansal, to whom the landlord had allegedly sold the property. In the absence of any such material, and since the tenant’s case rested solely on vague, bald and unsubstantiated assertions, the same, in the considered opinion of this Court, could not have been a sufficient reason for the learned ARC to hold that the tenant was able to raise a triable issue. All the more whence, the issue qua the said Mr. Mahabir Bansal had already long back been conclusively



adjudicated and settled by virtue of the judgment dated 30.09.2014 passed by learned CJ-02 (South), Saket Courts, New Delhi in CS No. 202/2014 entitled “**Ram Shanker Gupta vs. Mahavir Bansal and anr.**”, wherein it has already been observed as under:

“... ..Admittedly, defendant no.1 has no right or title or interest in the suit property i.e.no.H-330-A, 2nd Floor, Sec-5, Dakshinpuri, Dr. Ambedkar Nagar, New Delhi-110052, however, plaintiff has failed to establish his possession over the roof on the 3rd floor and his rights thereof as tenant... .”.

6. Moreover, considering it has been the consistent case of the landlord since the very beginning that his son had no alternative accommodations for carrying out his business in Delhi and that being a resident of Faridabad, Haryana, he required an accommodation within the precincts of Delhi, which in fact had not been denied by the tenant with sufficient proof/ basis, the learned ARC fell in error in holding that there was no reason for son of the landlord to shift his business from Faridabad, Haryana to Delhi, as also raise a doubt about the Rent Agreements qua the property bearing no. B-2/162, Madan Gir, New Delhi.

7. The above, more so, whence it is a well settled position of law that the landlord is the best judge of his needs and a genuine assertion by the landlord is generally sufficient for the learned ARC to proceed on the presumption that the landlord’s requirement of the subject premises is *bona fide* and genuine. In any event, the same is rebuttable, but only if the tenant is able to make any meaningful assertions and substantiate them to having raised some semblance of a triable issue which shall be more than mere assertions. Even otherwise, it was not open for the learned ARC to venture into the aspect of shifting of business of the son of the landlord



within Delhi.

8. Regardless of the aforesaid, this Court is in agreement with the findings rendered by the learned ARC regarding the existence of *landlord-tenant relationship* between the parties as under:

“19. I find force in the submissions made on behalf of petitioner that in a petition u/s 14 (1) (e) of DRC ACT, petitioner is not required to prove his absolute ownership over the suit property and it is sufficient if he is able to prove a title better than that of the tenant. In the case in hand, on a bare perusal of documents filed by the respondent alongwith the application, it appears that the respondent in other proceedings has himself admitted the ownership of the petitioner over the suit property in addition to the existence of landlord tenant relationship between the parties. The aforesaid plea of the respondent accordingly does not raise any triable issue.”

9. In view of the aforesaid discussion and findings, as also since this Court is in agreement with the findings rendered by the learned ARC in the impugned order wherein it has been held that the tenant was unable to raise any the triable issues, the impugned order passed by the learned ARC is set aside.

10. As such, the tenant is directed to vacate the subject premises being 2nd Floor of House No.H-330-A, Dakshinpuri, Sector-5, Dr. Ambedkar Nagar, New Delhi, although the tenant shall be liable to be given benefit of *six months* in terms of *Section 14 (7)* of the DRC Act, 1958.

11. Accordingly, the present petition is allowed and disposed of.

SAURABH BANERJEE, J

DECEMBER 16, 2025/So