



2025:DHC:11285



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

% **Date of decision: December 04, 2025**

+ **RC.REV. 111/2020, CM APPL. 7307/2020**

SANJEEV HIRANANDANI

.....Petitioner

Through: Mr. Sanjoy Ghosh, Sr. Adv.
alongwith Mr. Preet Pal Singh and
Ms. Gurmeet Kaur Kapur, Advs.

Versus

SUNNY GROVER

.....Respondent

Through: Mr. Anjaneya Mishra, Mr. Sahil
and Mr. Nidish Gupta, Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

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

1. After hearing the learned (senior) counsel for the parties at considerable length, this Court, *vide* order dated 17.11.2025 had observed as under:-

“1. After hearing learned (senior) counsel for the parties at sufficient length, *prima facie*, in view of the judgment entitled *Sarla Ahuja vs. United India Insurance Co. Ltd.*, [(1998) 8 SCC 119], the impugned order warrants interference by this Court under its revisional jurisdiction under Section 25(8) of the Delhi Rent Control Act, 1958 (DRC Act), particularly, since if the impugned judgment dated 19.11.2019 is allowed to stand, the same shall be against the very tenets of the DRC Act, since the status, income and means of livelihood of an entity, be it landlord or tenant, which are forming a basis of passing the impugned order, are not germane considerations by the learned ARC while adjudicating an application wherein the tenant was seeking leave to defend. The same is the case when the learned ARC is adjudicating an eviction petition wherein the

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landlord is seeking eviction of the subject premises.

2. *In view of the peculiar facts and circumstances involved, this Court is not agreeable with the findings rendered i.e. based on which the conclusion arrived at by the learned ARC in paragraph 18 of the impugned judgment dated 19.11.2019, the same is liable to be set aside.*

3. *At this stage, learned counsel for the respondent seeks adjournment.*

4. *As such, renotify on 04.12.2025 at 02:30 P.M., however, subject to the tenant/ respondent depositing a sum of Rs. 25,000/- (Rupees Twenty- Five Thousand Only) to be deposited with the Delhi High Court Staff Welfare Fund [A/C 15530110074442; IFSC UCBA0001553] within a period of two weeks.*

5. *Also, without prejudice to the rights and contentions of the tenant/ respondent and as a matter of abundant caution, learned proxy counsel for the tenant/ respondent shall also seek instructions qua the feasible time period within which the tenant/ respondent would vacate the subject premises and hand over the possession thereof to the landlord/ petitioner, along with the terms of payment qua user and occupation charges for the aforesaid period before the next date of hearing.”*

2. Today, Mr. Anjaneya Mishra, learned counsel for the respondent submits that he has no instructions *qua* the feasible time period within which the tenant/ respondent would vacate the subject premises and hand over the possession thereof to the landlord/ petitioner, hence, the issue of user and occupation charges cannot be gone into. The learned counsel further submits that admittedly, the tenant has not deposited, in fact, will not be able to deposit the costs of Rs.25,000/- imposed by this Court *vide* order dated 17.11.2025.

3. A perusal of the order sheets reveals that ever since the order dated 13.03.2024, either there has been no appearance on behalf of the tenant or



a request for adjournment has been sought on his behalf. In fact, on the last date of hearing i.e. 17.11.2025 also an adjournment was granted by this Court, however as evident from the above, subject to payment of costs. Considering the tenant has not deposited the costs imposed therein as also the previous conduct of the tenant, the tenant is proceeded *ex parte*.

4. As such, this Court is proceeding to decide the present petition on merits.

5. Though the landlord has raised many grounds, Mr. Sanjoy Ghosh, learned senior counsel for the landlord submits that the impugned judgment dated 19.11.2019 is liable to be set aside solely on the ground that the findings of the learned Additional Rent Controller (***learned ARC***) on the issues of *bona fide requirement* and availability of suitable *alternative accommodation* are erroneous, untenable, and contrary to the settled principles of law. The learned senior counsel further contends that the learned ARC has erred in holding that the landlord's requirement is not *bona fide* merely because he earns approximately Rs.18-20 lakhs annually and owns a Land Rover vehicle valued at about Rs.62 lakhs. In fact, as per the learned senior counsel, it is well-settled that financial affluence cannot deprive a landlord of the right to establish a business from premises which he *bona fide* considers most suitable. Lastly, the learned senior counsel submits that the learned ARC has also failed to appreciate the settled legal position that mere ownership of another property does not defeat the landlord's *bona fide* requirement, as it is ultimately for the landlord to determine which premises is more appropriate for commencing his business.

6. Mr. Anjaneya Mishra, learned counsel on the other hand, merely



contends that the impugned judgment passed after trial, needs no interference as the same is well reasoned and the landlord was a man of means.

7. Heard learned senior counsel for the landlord, as also carefully gone through the documents and pleadings on record and the judgments cited at the Bar.

8. At the outset, considering the merits involved, as held in *Sarla Ahuja vs. United India Insurance Co. Ltd.*: (1998) 8 SCC 119; *Hindustan Petroleum Corporation Limited vs. Dilbahar Singh*: (2014) 9 SCC 78 and *Abid-Ul-Islam vs. Inder Sain Dua*: (2022) 6 SCC 30, it is well-settled that while acting in supervisory/ revisionary jurisdiction under Section 25B(8) of the Delhi Rent Control Act, 1958 (DRC Act), this Court must test whether the impugned judgment suffers from any arbitrariness, perversity, illegality, impropriety or the like. It is only upon finding manifest errors of such nature apparent on the face of the record that it is the bounden duty of this Court to invoke its powers under revisional jurisdiction.

9. Before proceeding further, this Court notes that the learned ARC has, in *paragraph 18*, recorded findings as under:

“18. During cross-examination dated 16.07.2019 the objection was raised regarding the providing of details of vehicle driven by the petitioner and the objection is overrule at the time of judgment as the same is relevant with respect to the financial condition of the petitioner. The petitioner during cross-examination has deposed that he is having one Discovery Land Rover vehicle in his name bearing no. UP85AZ0008 and the value of the said vehicle is somewhere close to 62 lakh and the same is financed and he is making the payment of



installment through rental income. In the cross-examination of PW1 dated 16.07.2019 PW1 has deposed that his current income is around 18-20 lakh. It is beyond the understanding of the court that how a person can be jobless or workless if he is doing the business of real estate and is maintaining a car like Land Rover worth about 62 lakh and how can a person is to base solely on the tenanted premises to earn his livelihood when he is earning 18-20 lakhs per annum. The petitioner himself admitted that he is doing real estate business from the back side of shop no. 3, Shri Gurunanak Dev market Lajpat Nagar-IV but has not filed any photograph or site plan of the said shop/area which is in possession of the petitioner. The Court has to infer the bonafide requirement from the facts brought before the Court and word "required" is qualified in the Section 14 (1) (e) by the word "bonafide" and how a requirement can be bonafide when the petitioner himself suppressed fact of his earning income and doing real estate business from the Court and has not uttered a single word in the petition regarding his real estate business though he is carrying the same from 1999-2000 and even at the time of filing of present petition. The provision of Section 14 (1) (e) DRC Act also an additional safeguard to the tenant to save him from the whims and fancies of the landlord who want to get the possession of tenanted premises. It is not a case where the petitioner has alleged that his business is expanding and he needs more space for expansion of his business neither its a case where the petitioner has alleged that the area from where he is running his real estate business is not sufficient and rightly placed to fetch customers. Accordingly, in the present matter the requirement of the petitioner is not bonafide."

[Emphasis supplied]

10. This Court is outrightly not agreeable with the findings rendered by the learned ARC *qua* the aspect of *bona fide* requirement and suitable



alternative accommodation, as it is trite law that the financial well-being of a landlord, or the financial ill-health of a tenant, are not relevant considerations while deciding an Eviction Petition under *Section 14(1)(e)* of the Act. In fact, there is no such requirement under the DRC Act for the same to be considered. Moreover, greater financial affluence of the landlord is irrelevant in cases where the need projected is found to be *bona fide*. Contrary thereto, the learned ARC has erred in assuming the same to be a criterion to be taken into consideration. In fact, as held by the Hon'ble Supreme Court in ***Sait Nagjee Purushotham & Co. Ltd. vs. Vimalabai Prabhulal: (2005) 8 SCC 252 & Raghunath G. Panhale vs. Chaganlal Sundarji & Co.: (1999) 8 SCC 1***, it is beyond the domain of the learned ARC to advert to issues involving status of the parties, sources of income and means of livelihood.

11. In view thereof, the learned ARC was to adjudge if the landlord was able to satisfy regarding his *bona fide requirement* of his intention to commence a business from the subject premises, as also, of (non-) availability of any other *alternative accommodation* since he had no other reasonably suitable premises for that purpose. Also, if the above need of the landlord could be doubted. Besides that, the learned ARC was to adjudge if the tenant was able to show otherwise.

12. The evidence led by the parties do not show that the tenant was successful in showing anything of that sort. Therefore, the learned ARC had to proceed with the conclusive assumption that since it was the paramount discretion of the landlord for determining his convenience, reasonableness, basis and suitability, the landlord was able to make out a case.



13. *De hors*, the learned ARC has not rendered any explicit finding regarding availability of a suitable *alternative accommodation* with the landlord. Instead, the learned ARC has proceeded to dismiss the Eviction Petition by disregarding the *bona fide requirement* portrayed by the landlord. This, in view of the fact that barring bald and evasive denials, there were no specific/ plausible denial by the tenant of the landlord wanting to commence his business from the subject premises.

14. Thus, in view of the aforesaid analysis, since there is a manifest error in the impugned judgment, the present is a fit one for this Court exercising revisional jurisdiction. As such the present revision petition is allowed and the impugned judgment dated 19.11.2019 passed by the learned ARC is set aside.

15. Consequently, an eviction order is passed in favour of the landlord in respect of property being shop at ground floor bearing no.3, HS-14 Kailash Colony, New Delhi. However, the tenant shall be entitled to avail the statutory period of *six months* in terms of stipulations contained in *Section 14(7)* of the Act from today.

16. Accordingly, the present petition along with the pending application is allowed and disposed of.

SAURABH BANERJEE, J.

DECEMBER 04, 2025/Ab