



2025:DHC:11106



\$~

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

%

*Judgment reserved on: 06.12.2025**Judgment pronounced on: 10.12.2025*+ **CM(M) 76/2015, CM APPL. 1547/2015 & CM APPL. 1545/2015****MUNNA @ MANOJ KUMAR**

.....Petitioner

Through: Mr. Ashutosh Lohia and Ms.
Shraddha Bhargava, Advocates.

versus

RAM NARAIN

.....Respondent

Through: Mr. Ravinder Kumar Yadav and Mr.
Kartikey, Advocates.**CORAM:****HON'BLE MR. JUSTICE GIRISH KATHPALIA****J U D G M E N T**

1. This petition, brought under Article 227 of the Constitution of India, assails judgment and order dated 12.01.2015 of the learned Additional Rent Control Tribunal, whereby appeal filed by the present petitioner/tenant against eviction order passed under Section 14(1)(c) of the Delhi Rent Control Act was dismissed. I have heard learned counsel for both sides.

2. Broadly speaking, the relevant circumstances as culled out of record are as follows. The present respondent/landlord filed an eviction petition under Section 14(1)(c) of the Act, seeking eviction of the present petitioner/tenant from the tenanted premises bearing shop no.6, in property

CM(M) 76/2015

Page 1 of 8 pages

Signature Not Verified

Digitally Signed
By: NEETU N NAIR
Signing Date: 10.12.2025
11:09:28GIRISH
KATHPALIA

Digitally signed by GIRISH KATHPALIA
DN: cn=GIRISH KATHPALIA, o=HON'BLE MR. JUSTICE GIRISH KATHPALIA, email=girish.kathpalia@delhihi.org, c=IN
Date: 2025.12.10 11:09:28 +05'30'



no.WZ-297C, Village Madipur, New Delhi, alleging that the petitioner had been inducted as a tenant in the subject premises for the business of selling electrical goods, but later on the petitioner changed the use of the subject premises by stocking inflammable material like paints, thinners, tarpin and chemical etc., which is endangering the safety and health of remaining tenants in the larger premises and since the changed use was without obtaining any license from MCD, it is a public nuisance, but despite service of notice dated 11.04.2007 he did not stop the misuse. The petitioner/tenant contested the petition and after completion of pleadings, followed by full dress trial, the learned Additional Rent Controller allowed the eviction petition after elaborately analyzing the evidence by way of judgment dated 20.12.2012. The petitioner/tenant having suffered the eviction order filed an appeal, which was dismissed by way of judgment and order impugned in the present proceedings.

3. Learned counsel for petitioner/tenant after taking me through above record and the provisions of law under Section 14(1)(c) and Section 14(5) of the Act contended that the impugned order is not sustainable in the eyes of law. Learned counsel for petitioner/tenant contended that the impugned order suffers perversity insofar as, there is no evidence on record to show that the goods stored by the petitioner/tenant in the subject premises are in any manner inflammable or dangerous. Further, it was contended that the notice dated 16.08.1999 clearly mentioned that the subject premises were leased out to the predecessor of the petitioner/tenant for running hardware, sanitary work and paints, so it is certainly not a case of change of use of the



2025:DHC:11106



subject premises. It was argued that since the said quit notice was concealed by the respondent/landlord in the eviction petition, the petition was liable to be dismissed. It was also argued that for storage of paints etc., no license from municipality is required unless the said material is beyond a prescribed quantity. Learned counsel for petitioner/tenant also referred to a photograph forming part of the trial court record, which depicted two drums lying outside the subject premises and contended that there is no evidence as to what was stored in the same.

4. On the other hand, learned counsel for respondent/landlord supported the impugned order, pointing out the limited jurisdiction of this court under Article 227 of the Constitution of India to interfere with the impugned appellate order, which order had upheld the trial court order. It was argued that there was no concealment of any fact insofar as the notice dated 16.08.1999 was in fact a quit notice on the ground of non-payment of rent, so that notice was not relevant for seeking eviction under Section 14(1)(c) of the Act; and as regards Section 14(1)(c) of the Act, notice as contemplated under Section 14(5) of the Act was duly served and even proved during trial.

5. In rebuttal, learned counsel for petitioner/tenant argued that so far as service of notice under Section 14(5) is concerned, the learned trial court and the learned appellate court wrongly relied upon Section 27 of the General Clauses Act because the notice was served on brother of the petitioner/tenant and not on the petitioner/tenant personally.

*CM(M) 76/2015**Page 3 of 8 pages*

Signature Not Verified

Digitally Signed
By: NEETU N NAIR
Signing Date: 10.12.2025
11:09:28

GIRISH
KATHPALIA

Digitally signed by GIRISH KATHPALIA
DN: cn=GIRISH KATHPALIA, o=Delhi High Court,
ou=Delhi High Court, email=girish.kathpalia@delhihighcourt.org,
c=IN



2025:DHC:11106



6. To begin with, one has to keep in mind that scope of interference under Article 227 of the Constitution of India is extremely limited, especially in a case where two courts below have concurred in their decision. Under Article 227 of the Constitution of India, the High Court can interfere with an order challenged before it where the same is grossly illegal or perverse. The High Court, while exercising jurisdiction under Article 227 of the Constitution of India shall not reappreciate the evidence.

7. For ready reference, the provisions of law relevant for present purposes are extracted below:

“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:

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).....

(b)....

(c) that the tenant has used the premises for a purpose other than that for which they were let—

(i) if the premises have been let on or after the 9th day of June, 1952, without obtaining the consent in writing of the landlord;

or

(ii) if the premises have been let before the said date without obtaining his consent;

....

(5) No application for the recovery of possession of any premises shall lie under sub-section (1) on the ground specified in clause (c) of the proviso thereto, unless the landlord has given to the tenant a notice in the prescribed manner requiring him to stop the misuse of the premises and the tenant has refused or failed to comply with such requirement within one month of the date of service of the notice; and no order for eviction against the tenant shall be made in such a case,

CM(M) 76/2015

Page 4 of 8 pages

Signature Not Verified

Digitally Signed
By: NEETU N NAIR
Signing Date: 10.12.2025
11:09:28

GIRISH
KATHPALIA

Digitally signed by GIRISH KATHPALIA
DN: cn=GIRISH KATHPALIA, o=HON'BLE JUDGE
IN CHARGE, ou=JUDICIAL DEPARTMENT, ou=HIGH COURT OF DELHI, ou=INDIA
c=IN, email=girish.kathpalia@delhihi.org, serial=1077096248863, version=3
Date: 2025.12.10 10:57:01 +0500



2025:DHC:11106



unless the Controller is satisfied that the misuse of the premises is of such a nature that it is a public nuisance or that it causes damage to the premises or is otherwise detrimental to the interest of the landlord.”

8. The ground under Section 14(1)(c) of the Act on which eviction of a tenant protected by the Act is sought, contemplates that without obtaining consent of the landlord in writing, the tenant should have used the premises for a purpose other than that for which the premises were let. The provision under Section 14(5) of the Act puts a further embargo on instituting the eviction petition under Section 14(1)(c) of the Act by mandating service of notice by the landlord to the tenant, calling upon the latter to stop misuse of the tenanted premises followed by failure or refusal of the tenant to comply within one month of service of notice. Further, an eviction order under Section 14(1)(c) of the Act shall not be passed unless the Rent Controller is satisfied that the misuse of the tenanted premises is of such a nature that it is a public nuisance or that it causes damage to the tenanted premises or is otherwise detrimental to the interest of the landlord.

9. In the present case, what is to be seen is as to whether there is any perversity in the findings of the learned trial court and the learned appellate court on the aforementioned. To reiterate, while undertaking this exercise of analysis, this court shall not reappreciate the evidence.

10. Prior to instituting the eviction petition that culminated into the impugned orders, the present respondent/landlord had filed a civil suit, bearing registration no.1469/11/2007, which culminated into the judgment

CM(M) 76/2015

Page 5 of 8 pages

Signature Not Verified

Digitally Signed
By: NEETU N NAIR
Signing Date: 10.12.2025
11:09:28

GIRISH
KATHPALIA

Digitally signed by GIRISH KATHPALIA
DN: cn=GIRISH KATHPALIA, o=KATHPALIA, ou=KATHPALIA, email=girish.kathpalia@kathpalia.com, c=IN
Reason: I am the signer of this document.
Serial Number: 1
Date: 2025.12.10 10:54:45 +05'30'



2025:DHC:11106



and decree dated 13.10.2013 of the civil court, whereby the present petitioner/tenant was restrained from using the tenanted premises for the purpose of storing and keeping hazardous and inflammable articles and also was directed to stop the nuisance created therefrom without obtaining appropriate license from the concerned authority. The said judgment and decree of the civil court having not been challenged, has attained finality. From the said judgment itself, it is clearly established that the petitioner/tenant without obtaining consent of the respondent/landlord or license from the concerned authority indulged in using the tenanted premises for purpose other than for which the same were let out.

11. Besides, as mentioned above, both courts below have concurred after examination of the evidence available on record that the subject premises were let out to the present petitioner/tenant for running business of electrical goods but later, the petitioner/tenant without obtaining written consent of the respondent/landlord started storing paints and other inflammable material in the subject premises.

12. The unchallenged photograph forming part of the trial court record clearly depicts that in front of the subject premises, the petitioner/tenant has been storing drums and sanitary hardware material, causing nuisance for the remaining shopkeepers of the larger premises. Further, as noted by the learned Tribunal in the impugned judgment, the present petitioner in written statement Ex.RW1/PA had stated that he had never misused the subject premises and was running only an electrical goods shop and nothing else.

CM(M) 76/2015

Page 6 of 8 pages

Signature Not Verified

Digitally Signed
By: NEETU N NAIR
Signing Date: 10.12.2025
11:09:28

GIRISH
KATHPALIA

Digitally signed by GIRISH KATHPALIA
DN: cn=GIRISH KATHPALIA, o=HONORABLE
JUDGE, ou=JUDICIAL DEPARTMENT, c=IN
The High Court of Madras
10.12.2025 11:09:28 +05'30'



2025:DHC:11106



Besides, the present respondent also placed before the trial court copy of a challan issued to the present petitioner on account of storage of electrical goods, plastic pipes and fitting hardware etc., without municipal license.

13. There is nothing on record to suggest that the present respondent/landlord consented to the change in use of the subject premises from electrical goods shop to sanitary and paints shop.

14. The document Ex.PW1/3 is the legal notice as contemplated by Section 14(5) of the Act, whereby the petitioner/tenant was called upon to stop misuse of the tenanted premises. The said notice was admittedly received at the subject premises by brother of the petitioner/tenant, who signed the acknowledgement card Ex.PW1/4. It is nobody's case that the petitioner/tenant was not on cordial terms with his brother or for any other reason, the said notice was not seen by him. There is nothing on record to show that after service of the said notice, the petitioner/tenant stopped misuse of the subject premises. The contention of learned counsel for petitioner/tenant that the eviction petition was liable to be dismissed on account of concealment of previous notice dated 16.08.1999 is not sustainable, because the said notice dated 16.08.1999 was a quit notice, on the basis whereof, the earlier civil suit was filed by the present respondent/landlord while in the present case, the foundational notice required by law was not a quit notice but the notice stipulated under Section 14(5) of the Act, which is Ex.PW1/3.



2025:DHC:11106



15. Having scrutinized the material on record of the Rent Controller and the Rent Control Tribunal, I am unable to find any infirmity, much less perversity in the impugned order, so the same is upheld. The petition and the accompanying applications are devoid of merit and the same are frivolous, so the same are dismissed. Since the execution proceedings remained stayed vide order dated 28.01.2015 of the predecessor bench for more than a decade, the learned execution court is requested to ensure expeditious execution of the eviction order.

GIRISH
KATHPALIA

Digitally signed by GIRISH KATHPALIA
DN: c=IN, o=HIGH COURT OF DELHI,
2.5.4.20=b4011d889827a77b265f8ff4a
fec45569af3962c6fb4835d435f97626ca
cca, ou=HIGH COURT OF DELHI/CID -
7047638, postalCode=110003, st=Delhi,
serialNumber=d3e86796451ec45c07b5
d155709996b40f80cb2e6e60402c4879
65f801e26fa, cn=GIRISH KATHPALIA
Date: 2025.12.10 10:36:06 +08'00'

**GIRISH KATHPALIA
(JUDGE)**

DECEMBER 10, 2025/ry

CM(M) 76/2015

Page 8 of 8 pages

Signature Not Verified

Digitally Signed
By: NEETU N NAIR
Signing Date: 10.12.2025
11:09:28