



2025:DHC:11408



* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Reserved on: November 11, 2025

Pronounced on: December 16, 2025

+ RC.REV. 325/2023

CHAMAN LAL

.....Petitioner

Through: Ms. Sopna Rani Padhy, Adv.

Versus

MANISH KUMAR & ORS.

.....Respondents

Through: Mr. Kanwal Chaudhary and Mr.
Ankit Kumar, Adv. for R-1.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioner/ landlord¹ filed an Eviction Petition being E-44/12 now new RC ARC No. 885/2016 entitled as *Sh. Chaman Lal vs. Sh. Manish Kumar & Ors.*, under *Section 14(1)(e)* read with *Section 25(B)* of the Delhi Rent Control Act, 1958² against the respondents/ tenants³ seeking eviction of one shop at the ground floor bearing no.742, Khasra no.264/81/1, Jheel Khurenja, Scooter Market, Delhi-110 051⁴ before the learned ACJ-cum-CCJ-cum-ARC (East), Karkardooma Courts, Delhi⁵.

2. *Succinctly put*, in the Eviction Petition, it is the case of the landlord that he had become the sole owner of the property where the subject premises is situated by virtue of the Will, General Power of Attorney

¹ Hereinafter referred to as "*landlord*"

² Hereinafter referred to as "*DRC Act*"

³ Hereinafter referred to as "*tenants*"

⁴ Hereinafter referred to as "*subject premises*"

⁵ Hereinafter referred to as "*learned ARC*"



(*GPA*) and Gift Deed dated 16.06.1993⁶, executed in his favor by his late mother namely, Smt. Risalo Devi⁷, and since she had inducted the tenants' father⁸ late Sh. Hanuman Prasad as a tenant at a monthly rent of Rs.80/- therein, upon his death, the tenants automatically stepped into his shoes by operation of law. Thereafter, an Agreement dated 14.05.1986 was executed *inter se* the late mother of the landlord and late father of the tenants *qua* the construction of the subject premises, whereby the late father of the tenants was to spend money on construction cost initially only to recover the same later and commence paying the rent. However, despite the completion of construction, and the money being recovered, no rent was being paid since the year 1991 till filing of the Eviction Petition.

3. It was also the case of the landlord that there was a *bona fide requirement* of the subject premises by him as he was facing harassment from the police to shift his Kadhi Chawal business, which he was operating on the public road in front of the subject premises, as also, that there was no suitable *alternative accommodation* available with him for the said purpose.

4. Upon being served, the tenants filed an application under *Section(s) 25B(4) and 25B(5)* of the DRC Act seeking leave to defend, *primarily*, contending that the late mother of the landlord was never the owner of the land where the subject premises was situated as the same belonged to the government. Since, she had no title therein, she could not have executed any document in favour of the landlord. Moreover, there was no privity *inter se* the parties, since the landlord had never attorned the tenants, as

⁶ Hereinafter referred to as "*ownership document(s)*"

⁷ Hereinafter referred to as "*late mother of the landlord*"

⁸ Hereinafter referred to as "*late father of the tenants*"



also, her legal heirs never approached the tenants or his late father either to demand rent or for the purpose of eviction after her death. The landlord had sufficient commercial *alternative accommodations* in his possession and, thus, the Eviction Petition was liable to be dismissed.

5. Though, the application seeking leave to defend by the tenants was dismissed by the learned ARC on 10.07.2014, however, the same was set aside *vide* order dated 11.12.2015 by this Court.

6. After completion of pleadings and leading of respective evidences, the learned ARC proceeded to pass a detailed judgment dated 12.09.2023⁹ dismissing the Eviction Petition of the landlord.

7. Hence, the present revision petition filed by the landlord seeking setting aside of the impugned judgment dated 12.09.2023 passed by the learned ARC.

8. Ms. Sopna Rani Padhy, learned counsel for the landlord submitted that the learned ARC erred by dwelling into the veracity of the ownership document(s), despite the well settled law as the landlord only has to show a better title than that of the tenant as held in ***Smt. Shanti Sharma & Ors. vs. Smt. Ved Prabha & Ors.***: (1987) 4 SCC 193. More so, the issue *qua* discrepancy in the ‘*surname*’ has already been addressed whereby the then learned ARC observed *vide* order dated 10.07.2014 that ‘*Chaman Lal*’ and ‘*Chaman Singh*’ were one and the same person. It was not in dispute that the late father of the tenants was indeed paying rent to the late mother of the landlord, the landlord and the tenants, both being successor-in-interest of their respective late parent(s) assumed their position/ status thereof.

⁹ Hereinafter referred to as “*impugned judgment*”



Thus, there existed a *landlord tenant relationship* between the parties.

9. Lastly, Ms. Sopna Rani Padhy, learned counsel further submitted that the learned ARC erred by holding that there is a shop in possession of the landlord as also *qua* the aspect of *bona fide requirement* she submitted that since the landlord is the best judge of his needs, the subject premises was the most suitable for satisfying the *bona fide requirement* in running a Kadhi Chawal business of the landlord.

10. *Per contra*, Mr. Kanwal Chaudhary, learned counsel for the tenants submitted that the landlord claimed ownership by means of the forged and unregistered ownership document(s), so much so, that the name in the ownership document(s) is “*Chaman Singh*” whereas “*Chaman Lal*” is the actual name of the landlord, thus, in light of the aforesaid incongruity, the learned ARC correctly observed by holding that there is no *landlord tenant relationship* between them. The learned counsel further submitted that there were various discrepancies in his cross examination as the landlord could neither produce any title document showing his mother as the owner of the subject premises nor any survivorship certificate. So much so, he was unable to give the exact date of his mother passing away. These affirm the suspicion that the ownership document(s) were forged.

11. In view of his aforesaid submissions, Mr. Kanwal Chaudhary, learned counsel supporting the well-reasoned impugned judgment, submitted that in view of the limited scope of interference by this Court in revisional jurisdiction, there is no reason for interference by this Court.

12. Heard learned counsel for the parties as also perused the documents and pleadings on record.

13. In terms of the order dated 04.12.2023 passed, this Court is to



proceed for adjudicating *qua* the establishment of the *landlord tenant relationship* and the *bona fide requirement* of the subject premises by the landlord, if any.

14. The whole mystery herein, *primarily*, since as per the order dated 11.12.2015 passed in *RC REV. 38/2015* by this Court remanding the matter to the learned ARC for conducting a full-fledged trial was *qua* the issue of ownership document(s), the discrepancy lies in the ‘*surname*’ of the landlord, and resultantly, the existence of *landlord tenant relationship* is masked in mystery. More so, since the ownership document(s) produced by the landlord are *qua* “*Chaman Singh*” whereas the landlord herein is one “*Chaman Lal*”, as also, since the late father of the tenants was *admittedly* paying rent to the late mother of the landlord.

15. *Interestingly*, though the landlord was again given a chance to produce documents for verifying about the ‘*surname*’ and if both “*Chaman Singh*” and “*Chaman Lal*” are the same person by this Court on 23.09.2025, nothing has come forth till date to augment the same.

16. Before proceeding on merits, this Court, based on the record, finds that the landlord only filed a Will (*PW1/3*), a GPA (*PW1/4*) and a Gift Deed (*PW1/5*), all executed by one Smt. Risalo Devi, who the landlord claimed was his mother, to prove his case during trial before the learned ARC. However, since all the aforesaid documents were in the name of one “*Chaman Singh*” s/o of Sh. Bhure Singh and the Eviction Petition was filed by the landlord in the name of “*Chaman Lal*”, it was incumbent for the landlord to show that both are one and the same person, more so, since the landlord had not obtained a probate of the Will (*PW1/3*), the GPA (*PW1/4*), though a registered document, had no valuation mentioned



therein, and lastly the Gift Deed (**PW-1/5**) was unregistered. Moreover, the landlord (**PW-1**) himself candidly *admitted* that the aforesaid document(s) indeed was in the name of “*Chaman Singh*”, save and except the Handicap Certificate dated 14.05.1986 (**PW-1/8**) in the name of “*Chaman Lal*”, as also, that he had no document to show and prove that Smt. Risalo Devi was the actual owner of the subject property. In fact, the tenant no.1 (**RW-1**) in his cross examination deposed that the original Lease Deed dated 21.10.1965 *qua* the subject property was under the name of Jai Devi and not Smt. Risalo Devi and, the tenant no.1(**RW-1**) also denied having paid any rent to the landlord.

17. One of the fundamentals for the landlord to succeed in the eviction proceedings under *Section 14(1)(e)* of the DRC Act before the learned ARC was for him to prove the existence of a *landlord-tenant relationship* with the tenant. Considering that there was a doubt on the ownership of the subject premises by the landlord (through his mother) and as there was an issue *qua* the name of the landlord, that he was having a *bona fide requirement* for the subject premises and that there was/ were no suitable *alternative accommodation* with him in the present proceedings, were to follow later.

18. Although, it is not for the landlord to establish his ownership, as he is to show only a better ‘*title*’ than the tenant, however, considering the factual matrix involved, particularly, whence the tenant was granted leave to defend on account of doubts regarding them, the landlord had to come up with something more than mere assertions during trial thereafter. This Court finds able support in **Ragavendra Kumar vs. Firm Prem Machinery & Co.:** (2000) 1 SCC 679 wherein the Hon’ble Supreme Court has held



that once the matter proceeds to trial, the *onus* is upon the landlord to prove his case before the learned ARC and the attempt of the High Court to shift the *onus* on to the tenant was rejected.

19. Based on the above, in the considered opinion of the Court, the learned ARC duly considering the evidence has rendered meticulous findings, relevant excerpts whereof are reproduced as under:-

“ 11 ... PW-1 has admitted that he has not placed any document on record to demonstrate that Risalo Devi to have been owner of the suit property. He cannot produce any document to show that Risalo Devi ever purchased suit property or her having any title to the suit property. PW1 has stated that Smt. Risalo Devi died on 10.06.2014, in the same breath he stated that she died on 10.06.2006. PW1 further stated that he was the only survivor late Smt. Risalo Devi, however, he has not obtained any survivorship certificate from the SDM concerned in this regard. PW1 further stated that he has not filed on record death certificate of Smt. Risalo Devi and voluntarily stated that he can file the original death certificate of Smt. Risalo Devi, if so, required by the Court. PW1 has further stated that he has claimed the ownership qua the suit property on the basis of the GPA. He did not pay any consideration for obtaining the GPA in his favour. He has voluntarily stated that the said GPA was got registered and on being asked, PW1 pointed out to seal at point A on GPA Ex. PW1/4 which is a registered document. PW1 has shown registered document Ex.PW1/5 which is agreement to gift. Court observed that original of Ex.PW1/5 does not bear any mark of registration. PW1 could not give any clue with respect of market value of the property or any probate has been obtained by him from the court regarding Will Ex.PW13.

... PW1 further stated that he had served legal notice dated 20.2.2016 Ex. PW1/9 seeking rent from the LRs of Hanuman Prasad and prior to this he had also given notice



to Hanuman Prasad as well, however, he cannot produce the same.

... PW1 had voluntarily stated that respondent never paid rent to him and Om Prakash mentioned on the receipts is his brother who is residing separately from him.

... To a specific question of the respondents whether any of the documents viz GPA, Agreement of gift, affidavit or Will relied upon by you (PW1) has any mention of tenancy or Sh. Hanuman Prasad? The witness answered the same that "No such mention is there in these documents. Vol. However, there is mention about tenancy in rent receipts." PW1 has admitted it correct that all the above documents are in favour of Sh. Chaman Singh S/o Sh. Bhure Singh whereas in EX. PW-1/8 it is mentioned as Chaman Lal S/o Sh. Bhure Singh... ..

... That after deposition of rent by his father in the year 2005, the owner of property has not changed. RW-1 has admitted that Risalo Devi, mother of Chaman Lal is not alive now. RW-1 has voluntarily stated that Risalo Devi was not mother of Chaman Lal... ..

... RW-1 has voluntarily stated that nobody has come to collect the rent since the year 2006. RW-1 has admitted that he had not filed any rent in the court as well... ..

... In the case at hand, the petitioner is claiming himself to be owner on the basis of documents Ex PW-1/3 to Ex PW-1/6, however, none of these documents are registered and accordingly does not confer any title in favour of the person in whose favour these documents have been executed. Further, there is difference in the SUR name i.e second name of the petitioner and the sur name of person in whose favour document Ex PW-1/3 to Ex PW-1/6 have been executed. The petitioner has not brought any evidence to clarify the discrepancy in his SUR name and SUR name of person in whose favour document Ex PW-1/3 to Ex PW-1/6 have been executed. Due to above said reasons, the above said documents do not seem to create title in favour of petitioner. As far as the petitioner becoming co-owner, on



account of inheritance is concerned, the respondent has challenged the, identity of petitioner and has clearly stated in its WS and also suggested to PW- 1, during the cross-examination of PW- 1 that petitioner is not son of Late Sint. Risalo Devi. In such situation, it was necessary for the petitioner to bring cogent evidence to show that he is son of Late Smt. Risalo. Devi. However, for reasons best known to the petitioner, petitioner has not brought on record any relevant document or other proof to show that the. petitioner is son of the Late Smt. Risalo Devi. Apart from the issue of ownership, the petitioner has not brought on record any rent receipt or rent agreement signed by the respondent or his father in the name of the petitioner so as to show that the petitioner was treated as landlord by the respondent at any point of time. In the absence of any proof of landlord tenant relationship between petitioner and the respondent, the presumption of ownership also cannot be inferred in favour of the petitioner... ..

[Emphasis Supplied]

20. Interestingly, Mr. Pradeep Kumar, Assistant Director, DDA (RW2) also deposed as under:-

“13. RW2 Sh. Pradeep Kumar, Asstt. Director, DDA has brought the summoned record in original i.e. lease deed, copy of which is proved s Ex. RW2/A. RW2 after comparing Ex. RW2/A with document already EX. RW1/R4 (lease deed dated 14.10.1965), has stated that it is verbatim copy of Ex. RW2/A. RW2 has stated that the lease was originally for two years which was extended to further 20 years and then for further period of 30 years. RW2 has further stated that lease deed Ex. PW1/R1 has expired on 31.12.2007 and thereafter it was not renewed. RW2 has stated that the lease is with respect to a Nazural Land. During cross-examination, RW2 has stated that lease of present property expired on 31.12.2007, after which it has not been renewed nor any fresh lease has been created and as on date, Union of India through DDA is the owner of the property in question. RW2 has stated further that DDA has not issued notice to anyone till date for vacation of



the property in question.”

21. There is, thus, no way that the landlord was able to show any ownership right(s) left in the property where the subject premises was situated. *Resultantly*, his being the landlord was something which remained in the vacuum.

22. Further, reliance upon *Smt. Shanti Sharma & Ors. (supra)* by learned counsel for the landlord cannot be of any assistance to the landlord, more so, since the landlord was unable to show and/ or prove that the father of the tenants was paying any rent to the mother of the landlord.

23. In view thereof, this Court need not dwell into the issues of *bona fide requirement* for the subject premises by the landlord and/ or availability of *alternative accommodation* with him in the present proceedings.

24. As per the facts and circumstances involved, as also, the well-reasoned and analytical findings rendered by the learned ARC in the impugned judgment regarding them, as also what has been laid down by the Hon'ble Supreme Court *qua* scope of interference in revisionary jurisdiction in *Sarla Ahuja vs. Union India Insurance Company Ltd.:* (1998) 8 SCC 119 and *Abid-ul-Islam vs. Inder Sain Dua.:* (2022) 6 SCC 30, the present revision petition is dismissed.

25. Accordingly, the impugned judgment dated 12.09.2023 passed by the learned ARC is upheld, with no order as to costs.

SAURABH BANERJEE, J.

DECEMBER 16, 2025/bh