



2025:DHC:9809



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

Reserved on: October 10, 2025

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Pronounced on: November 11, 2025

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RC.REV. 215/2024, CM APPL. 45617/2024

HEMANT GUPTA

....Petitioner

Through: Mr. V.K. Sharma, Adv.

Versus

ISHWAR CHAND

....Respondent

Through: Mr. Ashok Kumar Arya, Mr.
Asheesh Kumar Mishra and Ms.
Minakshi Sharma, Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. Although no formal notice has been issued in the present matter, the respondent has entered appearance before this Court. With the consent of the parties, the present matter was taken up for hearing and is being disposed of by way of this judgment.

2. The petitioner/ landlord instituted an eviction petition under *Section 14(1)(e)* read with *Section 25B* of the Delhi Rent Control Act, 1958¹ before the learned Senior Civil Judge-cum-Rent Controller, Shahdara, Karkardooma Courts, Delhi² seeking eviction of the respondent/ tenant from Shop No. 2, Ground Floor, Property No. 20-E/1, Babarpur Main Road, Shahdara, Delhi-110 032³.

¹ Hereinafter referred to as '*DRC Act*'

² Hereinafter referred to as '*ARC*'

³ Hereinafter referred to as '*subject premises*'



3. Succinctly put, it is clear from the pleadings of the parties before the learned ARC that as per landlord, he is the owner of the entire built-up property bearing No. 20-E/1, Babarpur Main Road, Shahdara, Delhi-110032⁴, wherein the subject premises is situated and is comprising of two shops and one godown on the ground floor, one godown on the first floor, and the second and third floors. The said property was originally owned by one Mr. Vipin Gupta, who had let out the subject premises to the tenant in 1984. Later, after the landlord purchased the premises *vide* a registered Sale Deed dated 26.09.2006, admittedly, the tenant started paying the monthly rent @ Rs. 350/- to the landlord, however, no fresh Rent Deed was executed between the landlord and the tenant. The landlord expressed his *bona fide requirement* of the tenanted premises since his unemployed married son, Yashasvi, intended to open a general store so as to earn his livelihood independently.

4. Upon service of summons, the respondent/ tenant filed an application seeking leave to defend under *Sections 25B(4) and (5)* of the DRC Act, *inter alia* contending that (i) the DRC Act was inapplicable, (ii) there was no *bona fide requirement* of the landlord since his son was already employed and was running a shop in the name of M/s Akansha Generators and (iii) there were other sufficient *alternative accommodations* available with the landlord.

5. The learned ARC, after considering the materials on record and hearing the parties, *vide* order dated 24.05.2024⁵, allowed the tenant's leave to defend application holding that the landlord has "... ..*failed to*

⁴ Hereinafter referred to as '*property*'

⁵ Hereinafter referred to as '*impugned order*'



make out a prima facie (case) qua his bona fide requirement of the tenanted premises so as to be entitled, at this stage, to the relief of eviction under Section 14(1)(e) of the DRC Act. Further, it would also have to be proved in trial whether the area of Babarpur is covered under the DRC Act. Consequently, the tenant's application seeking leave to defend was allowed... .."

6. Aggrieved thereby, the landlord is before this Court by way of the present revision petition impugning the order dated 24.05.2024 of the learned ARC.

7. Mr. V.K. Sharma, learned counsel for the landlord submitted that the *bona fide requirement* on account of the married son of the landlord for the subject premises was genuine as he intended to carry out his own independent business to meet his day-to-day expenses, more so, since the subject premises was the only suitable commercial accommodation available with the landlord. He, then, submitted that Babarpur village wherein the subject property is situated falls within the revenue estate of Maujpur, which has been urbanized vide Notification issued under *Section 507* of the Delhi Municipal Corporation Act, 1957. As such, he sought setting aside of the impugned order.

8. *Per contra*, Mr. Ashok Kumar Arya, learned counsel for the tenant submitted that no revision petition is maintainable against an order allowing an application seeking leave to defend like that of the tenant. He submitted that the tenant was able to raise a substantial triable issue qua the *bona fide requirement* of the subject premises by the landlord, as it was substantiated by photographs showing the son of the landlord being already gainfully employed since he was running a showroom/ shop of



water filter and inverter batteries under the name of M/s. Akansha Generators. Then, relying upon *Dr. (Mrs.) N.D. Khanna vs. Hindustan Industrial Corporation*⁶, he submitted that since there were no pleadings about the landlord having any other reasonable, suitable or alternative accommodation with him in the eviction petition, there was a non-disclosure of cause of action. Lastly, relying upon *Smt. Jamna Devi & Ors. vs. Kude Ram & Anr.*⁷, *Precision Steel & Engineering Works & Anr. vs. Prem Deva Niranjana Deva Tayal*⁸, *Sukh Dev Raj Sharma vs. Kuljeet Singh Jass*⁹, *Rakesh Kumar vs. Pawan Khanna*¹⁰, he submitted that barring the aforesaid, the tenant had also raised various other triable issues in his application for leave to defend. In effect, he supported the impugned order.

9. This Court has heard the submissions advanced by the learned counsel for the parties as also gone through the documents and pleadings on record and the case law cited by them at Bar.

10. At the outset, in view of the judgments in *R.S. Bakshi vs. H.K. Malhari*¹¹, *R.S. Bakshi vs. H.K. Malhari*¹², *Sanjay Mehra vs. Sunil Malhotra*¹³, *Prem Lata vs. Pawan Kumar Khurana*¹⁴, *Pravesh Jain vs. Oswal Woollen Mills Ltd.*¹⁵, *Amrit Mohini & Anr. vs. Brij Mohan Gupta*¹⁶, this Court need not dwell upon the issue of maintainability of the

⁶ AIR 1981 Del 305.

⁷ AIR 1982 SC 1456.

⁸ AIR 1982 SC 1518.

⁹ (2012) 195 DLT 56 (Del.).

¹⁰ (2012) 195 DLT 341 (Del.)

¹¹ (2002) 62 DRJ 272 (DB)

¹² (2003) 67 DRJ 410

¹³ (2010) 117 DRJ 654

¹⁴ (2012) 187 DLT 340,

¹⁵ 2017 SCC OnLine Del 10882

¹⁶ 2023 SCC OnLine Del 6008



present revision petition. The said objection of the tenant is, thus, outrightly rejected.

11. A perusal of the impugned order reveals that the application seeking leave to defend of the tenant has been allowed by the learned ARC, *firstly*, on the ground that the landlord had failed to establish a *prima facie* case qua his *bona fide requirement* of the subject premises and *secondly*, since the subject premises is situated in the area of Babarpur, the DRC Act was not applicable.

12. Before this Court, there is no dispute qua the *landlord-tenant relationship inter se* the parties. Therefore, the finding by the learned ARC that “... ..*from the affidavits of both the parties, the relationship of the landlord and tenant between the parties does not seem to be disputed... ..*” is established.

13. Regarding *bona fide requirement* of the subject premises by the landlord, the landlord has always maintained that the same is needed for a dependent family member, i.e., his unemployed married son. As held in ***Sarla Ahuja vs. United India Insurance Company***¹⁷ and ***Baldev Singh Bajwa vs. Monish Saini***¹⁸, a genuine assertion by the landlord like the above is generally sufficient for the learned ARC to presume the genuineness of his *bona fide requirement* for the subject premises. Nonetheless, as held in ***Abid-Ul-Islam vs. Inder Sain Dua***¹⁹ and ***Baldev Singh Bajwa (supra)***, the same is rebuttable, but only if the tenant is able to make meaningful assertions and substantiate them to having raised

¹⁷ AIR 1999 SC 100

¹⁸ (2005) 12 SCC 778

¹⁹ (2022) 6 SCC 30



some semblance of a *triable issue*. The tenant in the present proceeding, sans filing reliable and/ or substantive/ governmental documentary proof showing any relationship of landlord's son with the said M/s. Akansha Generators merely filed few photographs and the report of the Process Server showing that the landlord's son was already gainfully employed and was running a showroom/ shop of water filter and inverter batteries under the name M/s. Akansha Generators. The aforesaid, even if they are assumed to be correct, at best, show that the unemployed son of the landlord was assisting/ helping his father in the shop. This, could not/ cannot be a ground to prevent the landlord for seeking eviction of the subject premises. Thus, such photographs and other documents, *per se*, were not sufficient for the learned ARC to conclude that the tenant was able to raise a *triable issue*, and that too while adjudicating an application of the said tenant seeking leave to defend when heavy onus lay upon the tenant.

14. Moreover, the aforesaid anyways loses its value/ significance in view of the order dated 09.08.2024 passed by this Court, in compliance whereof the landlord has filed the GST registration certificate clearly reflecting that he, and not his son, was the proprietor/ owner of the said M/s. Akansha Generators. The said documents, being an essential element going into the very root of the *lis* involved, have rightly been taken on record with no challenge by the tenant.

15. Therefore, the whole case established by the tenant qua the sole ground of there not being a *bona fide requirement* of the subject premises by the landlord falls flat as it is of no credence. The tenant, in view of the aforesaid, has wrongly been granted leave by the learned ARC.



16. The plea of the tenant regarding the availability of *alternative accommodation* with the landlord, the learned ARC has rightly rejected the same by holding that “... *there is no such material that has been produced by the respondent to show the availability of any other reasonably suitable accommodation for the use of the petitioner’s son... ..*”. Before this Court also, since the tenant has been unable to show anything different from the aforesaid so as to make out a case any different from what he had before the learned ARC, there is no reason for any interference qua what has been held by the learned ARC on the aspect of non-availability of any other *alternative accommodation* with the landlord.

17. In the present circumstances, the aspect of *alternative accommodation* is coupled with the *bona fide requirement* of the landlord, which the landlord has consistently maintained throughout the proceedings. Absence of any specific pleading qua the *alternative accommodation* cannot, by itself, jeopardize the case of the landlord.

18. Regarding non-applicability of the DRC Act, the registered Sale Deed executed between the landlord and the erstwhile owner clearly records the property as being situated in Village Maujpur, abadi of Babarpur, Illaqa Shahdara, Delhi. Moreover, a copy of the reply dated 10.10.2018 received from the Public Information Officer, Office of the Sub-Divisional Magistrate, Shahdara, enclosing the complete list of urbanized villages under *Section 507* of the Delhi Municipal Corporation Act, 1957 includes Village Maujpur wherein the subject premises is located. *Interestingly*, this list has never been disputed by the tenant. The aforesaid factor being settled, no further adjudication is required thereon



and the finding by the learned ARC in this regard needs interference by this Court.

19. Reliance placed by learned counsel for the tenant on **Smt. Jamna Devi & Ors. (supra)** and **Precision Steel & Engineering Works & Anr. (supra)** is misplaced in view of what has been held by the Hon'ble Supreme Court while dealing with a *pari materia* provision in **Baldev Singh Bajwa (supra)**, as under:

“In our view there are inbuilt protections in the relevant provisions, for the tenants that whenever the landlord would approach the court he would approach when his need is genuine and bona fide. It is, of-course, subject to tenants' right to rebut it but with strong and cogent evidence. In our view, the proceeding taken up under Section 13-B by the NRI landlords for the ejectment of the tenant, the Court shall presume that landlord's need pleaded in the petition is genuine and bona fide. But this would not dis-entitle the tenant from proving that in fact and in law the requirement of the landlord is not genuine. A heavy burden would lie on the tenant to prove that the requirement of the landlord is not genuine. To prove this fact the tenant will be called upon to give all the necessary facts and particulars supported by documentary evidence, if available, to support his plea in the affidavit itself so that the Controller will be in a position to adjudicate and decide the question of genuine or bona fide requirement of the landlord. A mere assertion on the part of the tenant would not be sufficient to rebut the strong presumption in the landlord's favour that his requirement of occupation of the premises is real and genuine.”

[Emphasis Supplied]

20. Similarly, the Supreme Court in **Abid-Ul-Islam (supra)** has held:



“For availing the leave to defend as envisaged under Section 25B(5), a mere assertion per se would not suffice as Section 14(1)(e) creates a presumption subject to the satisfaction of the learned Rent Controller qua bona fide need in favour of the landlord which is obviously rebuttable with some material of substance to the extent of raising a triable issue. The satisfaction of the Rent Controller in deciding on an application seeking leave to defend is obviously subjective. The degree of probability is one of preponderance forming the subjective satisfaction of the Rent Controller. Thus, the quality of adjudication is between a mere moonshine and adequate material and evidence meant for the rejection of a normal application for eviction.”

[Emphasis Supplied]

21. Lastly, though this Court in revisional jurisdiction cannot assume the powers of an appellate Court and substitute its views in place of those expressed by the learned ARC, nonetheless, as held in ***Hindustan Petroleum Corporation Limited vs. Dilbahar Singh***²⁰, it is well-settled that while acting in supervisory jurisdiction under Section 25B(8) of the DRC Act, this Court can test whether the impugned judgment/ order suffers from any arbitrariness, perversity, illegality, impropriety or the like. Upon finding manifest errors of the such nature apparent on the face of the record, it becomes the bounden duty of this Court to invoke its powers under revisional jurisdiction.

22. In view of the aforesaid analysis, this Court is of the opinion that there is a manifest error in the impugned order dated 24.05.2024 passed by the learned ARC, particularly since the respondent was unable to raise any

²⁰ (2014) 9 SCC 78



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triable issue before the learned ARC thereby warranting grant of leave to defend.

23. Accordingly, an eviction order is passed in favour of the landlord in respect of the subject premises being Shop No. 2, Ground Floor, Property No. 20-E/1, Babarpur Main Road, Shahdara, Delhi-110 032. However, in view of *Section 14(7)* of the DRC Act, the order for recovery of possession of the subject premises shall not be executed before expiry of *six months* period from today.

24. The present petition along with the pending application stands disposed of in the aforesaid terms, leaving the parties to bear their respective costs.

SAURABH BANERJEE, J.

NOVEMBER 11, 2025
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