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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **RC.REV. 352/2023, CM APPL. 63847/2023**
ANIL KUMAR SHARMAPetitioner
Through: **Mr. Munish Chhoker, Advocate**

versus

ASHWANI KUMAR BEHLRespondent
Through: **Mr. Vimal Dubey, Advocate.**

CORAM:
HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

% **ORDER**
25.03.2025

1. By way of present revision petition filed under Section 25B(8) of the Delhi Rent Control Act, 1958 ('DRC Act'), the petitioner seeks setting aside of the order dated 06.09.2023 passed by the learned ARC (West), Tis Hazari Court, Delhi in RC/ARC No.25/2017, CNR No.DLWT-03-000505-2017 whereby the application for grant of leave to defend filed by the petitioner-tenant was dismissed and the eviction order was passed against the petitioner and in favour of the respondent-landlord.
2. The aforesaid proceedings were initiated on behalf of the respondent-landlord for eviction of the petitioner from the subject premises i.e. *one hall measuring 56 square yards behind the front side shop situated on the ground floor forming part of plot number CR-10, Cemented Road, Anand Parbat Industrial Area, Near Ramjas School, New Delhi-110005.*
3. In the eviction petition, the respondent-landlord claimed that it had entered into two different agreements in the nature of partnership deeds, one partnership deed for an area of 28 square yards and another for the



remaining 28 square yards, whereby the rent of the property was fixed @ Rs.2200/- and 1800/- respectively. The total area under the two agreements is 56 square yards. While one partnership deed was entered between the respondent and the petitioner, the other partnership deed was executed between the petitioner and the wife of the respondent, Smt. *S Bahl*. It was the understanding between the parties that the partnership deeds were to be treated as lease deeds and the rent amount was to be paid according to the fixed share and the profit of business, as mentioned in the said deeds.

4. Pertinently, only one eviction petition came to be filed by the respondents/landlord seeking eviction of the petitioner from the whole of 56 square yards area, as mentioned in the two lease deeds entered into between the parties.

5. The primary contention raised by the learned counsel for the petitioner is regarding the jurisdiction of the learned Additional Rent Controller to entertain the eviction petition, as the combined rent of both the tenanted premises came to Rs.4,000/- (Rs.2,200/- + Rs.1800/-) per month for each of the rented premises), which is beyond the purview of the Delhi Rent Control Act.

6. *Per Contra*, learned counsel for the respondents contended that though the petitioner admits to the landlord-tenant relationship with respect to the respondent herein, however, the petitioner denies such relationship with the respondent's wife. It is further contended that the petitioner has not taken such an objection in his leave to defend application.

7. A perusal of the eviction petition would show that although the petitioner has claimed that two partnership deeds were entered into with respect to distinct and separate portions of the property, each admeasuring



28 square yards, it is stated by the petitioner that only one eviction petition has been filed seeking eviction from both the portions. In case the petitioner treats the two portions as separate and distinct under each partnership deed, the respondents could not have filed only one petition seeking eviction from both the portions of the tenanted premises.

8. As the eviction is sought from the entire portion of 56 square yards and the rent of the same being stated to be Rs.4,000/- per month was more than Rs.3,500/- per month) i.e., beyond the purview of the Act . Therefore, the learned Rent Controller ought to have granted leave to defend to the petitioner to contest the eviction petition.

9. In view of the above, the petition is allowed and the impugned order dated 06.09.2023 is hereby set aside.

10. The petition along with pending applications stands disposed of in above terms.

11. Let the matter, at the first instance, be listed before the concerned ARC (West), Tis Hazari on 21.04.2025 for directions.

MANOJ KUMAR OHRI, J

MARCH 25, 2025/rd