



2025:DHC:9262



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

% *Date of decision: October 08, 2025*

+ **RC.REV. 158/2025, CAV 194/2025, CM APPL. 30318/2025-Stay**

**KANWALJIT SINGH (SINCE DECEASED)
THROUGH LR**

.....Petitioner

Through: Mr. Sanjay Mishra, Adv.

Versus

KULWANT SINGH & ANR.

.....Respondents

Through: Mr. Viney Sharma, Adv.
Mr. Sudhin Kumar Gupta, Adv.

+ **RC.REV. 266/2025, CM APPL. 54231/2025-Exp CM APPL.
54232/2025-Stay**

**KANWALJIT SINGH (SINCE DECEASED)
THROUGH LR.**

.....Petitioner

Through: Mr. Palvinder Singh Sarna, Adv.

Versus

KULWANT SINGH & ANR.

.....Respondents

Through: Mr. Viney Sharma, Adv.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

08.10.2025

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1. The above two petitions have been filed separately by the petitioner(s)/ Legal Representative(s) of the deceased tenant¹, who are

¹ Hereinafter 'tenant'



brother and sister, against the very same order dated 03.02.2025², arising out of the very same eviction petition bearing RC ARC No.12/2017 filed by the respondent/ landlord³ for eviction for the premises being one shop, one room, common latrine, bathroom and open courtyard on the ground floor, part and parcel of property bearing no.2284, 100 Foota Main Arya Samaj Road, Karol Bagh, New Delhi-110 005⁴, on nearly identical grounds. As such, both the petitions are being disposed of together by this common order.

2. Succinctly put, the landlord filed the aforesaid eviction petition *qua* the subject premises as co-owner thereof under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958⁵, on the ground that it was *bona fide requirement* for his son to open a computer hardware shop. It was his case that, though he was the owner of two other properties, one of which was purely residential in nature and under the occupation of other tenants, and the other, being a shop adjacent to the subject premises, was also occupied by another tenant. Hence, neither of them was available as a suitable *alternative accommodation* for the purpose stated in the eviction petition.

3. Upon being served, the tenant filed an application seeking leave to defend, disputing the title of the landlord *qua* the subject premises, as well as the existence of *landlord-tenant relationship* between the parties based on the observations made in certain previous proceedings initiated by the landlord against the tenant under *Section 14(1)(a)* of the Act. With respect to the other premises, it was the case of the tenant that the property stated

² Hereinafter '*impugned order*'

³ Hereinafter '*landlord*'

⁴ Hereinafter '*subject premises*'

⁵ Hereinafter '*the Act*'



to be residential in nature is actually commercial in nature, and the adjoining shop is lying vacant, and further that the landlord had concealed numerous other suitable *alternative accommodations* available to him.

4. In response thereto, the landlord denied the averments made by the tenant, and reiterated both his *bona fide* requirement and the unavailability of any suitable alternative accommodation.

5. Subsequently, the tenant expired, and his Legal Representatives were impleaded as parties *vide* order dated 07.08.2019. Further, their applications under *Section 151* of the Code of Civil Procedure, 1908⁶ for bringing on record the subsequent events of the son of the landlord moving to Canada, which was explained by the landlord to be a temporary move on part of his son to support his wife who had obtained a job in Canada, were allowed *vide* order dated 20.09.2023, and the said subsequent events were taken on record.

6. After hearing both sides, the learned Additional Rent Controller, Central District, Tis Hazari Courts, Delhi⁷ passed the impugned order dated 03.02.2025 holding that the three ingredients of *Section 14(1)(e)* of the Act, being the *landlord-tenant relationship* between the parties, the *bona fide requirement* of the landlord, and there being no other suitable *alternative accommodation* with the landlord stood satisfied and also the tenant was unable to raise any *triable issue* which could lead to allow the application for leave to defend of the tenant. As such, dismissing the said application for leave to defend of the tenant, the learned ARC passed the impugned order of eviction *qua* the subject premises in favour of the

⁶ Hereinafter '*CPC*'

⁷ Hereinafter '*learned ARC*'



landlord and against the tenant.

7. Hence, the present petition seeking setting aside of the impugned order dated 03.02.2025 passed by the learned ARC.

8. Before this Court, the primary contention of Mr. Sanjay Mishra, learned counsel for the petitioner in RC. REV. 158/2025, representing the son of the tenant, is that the very same landlord had earlier filed an eviction petition bearing no.E-103/15 under *Section 14(1)(a)* of the Act against the tenant herein. The same was dismissed *vide* judgement dated 07.12.2016, after observing that the landlord had himself denied the *landlord-tenant relationship* between the parties in another proceeding under *Section 27* of the Act bearing no.DR-153/12 whereby the tenant was depositing rent as he himself stated therein that the tenant is only a sub-tenant in the subject premises. Relying thereupon, he submits that the landlord cannot deviate from his previously taken stance in the subsequent eviction petition listed before the learned ARC. As such, as per the learned counsel, the learned ARC erred in holding that the *landlord-tenant relationship* was established.

9. Mr. Sanjay Mishra, learned counsel further submits that there was no *bona fide requirement* of the premises by the landlord as his son, for whom the subject premises was required, was actually residing in Canada, and the landlord failed to show anything to prove that the said move was only temporary in nature through any Visa documents etc. Similarly, as per Mr. Sanjay Mishra, learned counsel availability of suitable *alternative accommodations* has also not been taken into account by the learned ARC.

10. In effect, Mr. Sanjay Mishra, learned counsel submits that due to non-consideration of the aforesaid factors and misapplication of law, the



impugned order dated 03.02.2025 passed by the learned ARC is liable to be set aside.

11. In the same vein, Mr. Palvinder Singh Sarna, learned counsel for the petitioner in RC. REV. 266/2025, representing the daughter of the tenant, supported the contentions made by Mr. Sanjay Mishra hereinabove, and reiterated that the tenant was able to raise triable issues *qua* the three ingredients of *Section 14(1)(e)* of the Act before the learned ARC, and the impugned order dated 03.02.2025 passed by the learned ARC, having failed to appreciate vital facts and law, is liable to be set aside.

12. *Per contra*, Mr. Viney Sharma, learned counsel for the landlord supporting the impugned order dated 03.02.2025 passed by the learned ARC, submits that all the contentions raised by the tenant before this Court have already been dealt by the learned ARC in a detailed and well-reasoned manner in the impugned order. Regarding the earlier petition under *Section 14(1)(a)* of the Act filed by the landlord, he submits that an appeal against the said judgement dated 07.12.2016 is *sub judice* before the learned Rent Control Tribunal. In any event, as evident from the impugned order, the said contention has also been specifically considered and rejected by the learned ARC.

13. Regarding the landlord's son being in Canada, Mr. Viney Sharma reiterates that it has been held in the impugned order that the same was beyond the statutory period of *fifteen days* after the filing of the eviction petition. Also, considering the submissions of the landlord about the move being temporary, the contentions with respect to the same have also been rightly rejected.

14. Lastly, Mr. Viney Sharma, learned counsel submits that aside from



bald assertions, nothing was shown by the tenant to actually dispute the *bona fide requirement* of the landlord, or to bring to light any suitable *alternative accommodations*. Based thereon, as per the learned counsel, the learned ARC has correctly dismissed the application for leave to defend of the tenant and allowed the eviction petition in favour of the landlord.

15. Heard learned counsels for the parties and gone through the pleadings and documents on record.

16. Based on the materials available, the learned ARC has held that mere statements by the tenant that the documents of the landlord are false/ forged/ fabricated, especially when the landlord is the successor-in-interest on the strength of a Will, did not amount to *any triable issue* and thus the *landlord-tenant relationship* between the parties stood established.

17. Moreover, since it was the tenant himself who was filing the rent receipts in the proceedings under *Section 27* of the Act bearing no.DR-153/12 initiated by him, it tantamounted to him attorning to the landlord and his predecessor-in-interest. Thus, it did not lie in his mouth to deny the *landlord-tenant relationship* before the learned ARC. This is sufficient to answer the contention of learned counsels for the tenant *qua* the previous proceedings between the parties. Suffice it to say, since as per *Section 2(1)* of the Act, a ‘tenant’ also includes a ‘sub-tenant’, the landlord was not preclude from initiating action under *Section 14(1)(e)* of the Act. Moreover, as held in *Smt. Shanti Sharma vs. Smt. Ved Prabha*⁸, and *Rajendra Kumar Sharma vs. Smt. Leela Wati*⁹, the landlord was not

⁸ 1987 SCC (4) 193

⁹ 155 (2008) DLT 383



required to show absolute ownership, but only a better title than the tenant *qua* the subject premises.

18. Consequently, this Court is in agreement with the findings of the learned ARC. As such, there is no reason for interfering with the findings *qua landlord-tenant relationship* between the parties in the impugned order.

19. In the considered opinion of this Court, the learned ARC, relying upon ***Baldev Singh Bajwa vs. Monish Saini***¹⁰, has rightly held that since the tenant was unable to refute the *bona fide requirement* urged by the landlord with respect to his own son, more so, since there were only insufficient bald assertions, the landlord successfully established his *bona fide requirement* for the subject premises. Not only that, the factum of the son of the landlord living in Canada has also been rightly analyzed by the learned ARC two folds, *firstly*, that the said events being beyond the statutory period of *fifteen days* could not be considered, and *secondly*, since the landlord and/ or his son were not expected to sit idle at home, waiting to establish his business during the pendency of the eviction proceedings, in this case for a long period of *nine years*. Reliance is placed upon ***Raghunath G. Panhale v. M/s Chaganlal Sunderji & Co.***¹¹.

20. Once again, there is no reason to interfere with the findings arrived *qua* the *bona fide requirement* of the landlord in the impugned order by the learned ARC.

21. Lastly, this Court also finds favour with the findings of the learned ARC regarding the non-availability of any suitable *alternative*

¹⁰ (2005) 12 SCC 778

¹¹ AIR 1999 SC 3864



accommodation with the landlord as the tenant, aside from baseless allegations qua other properties, did not show anything with regard to the adjacent shop, or the other property stated by the landlord to be residential, or that they were not leased out to other tenants, or that they were available with the landlord. With respect to two alleged mezzanine floors, this Court agrees with the findings of the learned ARC that they could not be equated with a ground floor property which is undeniably more suitable for running of a shop, and more so, the landlord was the best person to decide which premises are most suitable for his needs.

22. As held in **Baldev Singh** (*supra*), **Shiv Sarup Gupta vs. Dr. Mahesh Chand Gupta**¹² and **Kanhaiya Lal Arya vs. Md. Ehsan & Ors.**¹³, neither the tenant, nor even the Court, can dictate the terms of use of the properties owned by the landlord, or substitute its views on which property would be most suitable for his purposes, for which there might be numerous considerations such as size, location, access, purpose, etc.

23. There is, thus, no suitable reason for this Court to interfere with the findings of the learned ARC about the non-availability of any suitable *alternative accommodation* with the landlord in the impugned order.

24. As held in **Sarla Ahuja vs. United India Insurance Co. Ltd.**¹⁴ and **Abid-Ul-Islam vs. Inder Sain Dua**¹⁵, and finding no perversity, irregularity, illegality or the like in the impugned order, this Court sees no occasion to interfere with the same, especially in a revision petition wherein this Court is only to perform a supervisory function, and not to

¹² (1999) 6 SCC 222

¹³ 2025 SCC OnLine SC 432

¹⁴ (1998) 8 SCC 119

¹⁵ (2022) 6 SCC 30



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substitute its own findings in place of those of the learned ARC, as such, the impugned order dated 03.02.2025 passed by learned ARC is upheld.

25. Accordingly, both RC. REV. 158/2025 and RC.REV. 266/2025 are dismissed, leaving the parties to bear their respective costs.

SAURABH BANERJEE, J.

OCTOBER 8, 2025/So/Ab/ratna