



2025:DHC:10452



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: November 04, 2025

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Pronounced on: November 26, 2025

+ RC.REV. 311/2024, CM APPL. 64579/2024, CM APPL. 23881/2025

SUKHDEV @ SUKHDEV RAJ

.....Petitioner

Through: Mr. Sanjeev Sagar, Sr. Adv and Mr. Sachin Puri, Sr. Adv. alongwith Mr. Rehman, Mr. Sunil Kumar, Ms. Mehak Ghaloth and Mr. Suraj Singh, Advs.

Versus

ASHOK KUMAR

.....Respondent

Through: Mr. Alok Sinha, Mr. Sandeep Kumar, Ms. Divya and Mr. Aakash Saini, Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The respondent/ landlord¹ filed an Eviction Petition being RC ARC No. 80114/ 2016 titled as '*Sh. Ashok Kumar vs. Sh. Sukhdev @ Sukhdev Raj*' under *Section 14(1)(e)* read with *Section 25(B)* of the Delhi Rent Control Act, 1958² against the petitioner/ tenant³ seeking eviction from two shop(s) measuring 6'4" X 10'6" and 67'10" X 14'5"⁴ at property bearing No.6165/1, facing gali no.3, block-1, khasra no.4084/193, Basti

¹ Hereinafter referred to as "*landlord*"

² Hereinafter referred to as "*DRC Act*"

³ Hereinafter referred to as "*tenant*"

⁴ Hereinafter referred to as "*subject premises*"



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Regar, Dev Nagar, Karol Bagh, New Delhi-110 005⁵ before the learned SCJ/ RC, Central District Tis Hazari Courts, Delhi,⁶ on the ground of *bona fide requirement* for opening a restaurant/ Dhaba as there was no suitable *alternative accommodation* available for the said purpose.

2. *Succinctly put*, as per landlord in his Eviction Petition, the entire property wherein the subject premises was situated, subsequent to the death of his late grandmother i.e., Smt. Shiv Devi, devolved upon her three sons, namely, Sh. Mangal Singh, Sh. Soren Lal and Sh. Budhsen. Thereafter, pursuant to a Settlement Agreement dated 24.04.2015⁷ in the Partition Suit being CS(OS) 1377/ 2009 entitled “*Ashok Kumar Sharma vs. Raj Kumar Sharma*”⁸ *inter se* them, the subject premises, which was undivided, came to the share of the landlord and his sister i.e., Manju Devi and they became the joint owners thereof. As the subject premises came to his share, and that of his sister as per the Settlement Agreement, Mr. Yashpal Sharma i.e., cousin of the landlord sent a Letter dated 09.06.2015 to the tenant asking him to pay the future rent to landlord and his sister i.e., Manju Devi and not to other Legal Heirs. Not receiving the rent, the landlord then sent a Termination Notice dated 26.10.2015 to the tenant asking him to vacate and handover possession of the subject premises.

3. As per landlord, the father of the tenant Sh. Pyare Lal was inducted in the subject premises for running a Dhaba i.e., “Vaishnav Dhaba”. After his demise, the tenant started paying the rent for the same subject premises to one of the aforementioned Legal Heirs. Facing difficulties, since there

⁵ Hereinafter referred to as “*whole property*”

⁶ Hereinafter referred to as “*learned ARC*”

⁷ Hereinafter referred to as “*Settlement Agreement*”

⁸ Hereinafter referred to as “*partition suit*”



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was a *bona fide requirement* of the subject premises and there was no *alternative accommodation* available for the said need, the landlord filed an Eviction Petition.

4. Upon being served, the tenant filed an application under *Section(s) 25B(4) and 25B(5)* of the DRC Act seeking leave to defend wherein it was primarily his case that his father, late Sh. Pyare Lal, was paying rent to uncle of the landlord, late Sh. Soren Lal Sharma, and subsequently to his wife, late Smt. Shanti Devi @ of Rs. 250/- per month and further to their son, Sh. Yashpal since 01.10.2011. It was also his case that the landlord had earlier filed an Eviction Petition bearing no. E-501/ 2006⁹ under *Section 14(1)(a)* of the DRC Act jointly with his sister Smt. Manju Devi, wherein, he admitted Sh. Soren Lal Sharma as the landlord of the subject premises and since a *lis* was pending *qua* title of the subject premises, he had filed an application under *Section 151* of the Code of Civil Procedure, 1908¹⁰ for seeking adjournment of the said earlier Eviction Petition *sine die* on account of the pending partition suit. Later, the said Eviction Petition was withdrawn by the landlord, however, Smt. Manju Devi moved an application under *Section 151* of the CPC seeking revival thereof, which was also disposed of with the finding that the rights of Smt. Manju Devi survived therein.

5. It was also his case that since the Settlement Agreement was entered by the parties on 24.04.2015, the Eviction Petition filed by the landlord was barred under *Section 14(6)* of the DRC Act, as also no consent of the co-owner Smt. Manju Devi was obtained for filing the

⁹ Hereinafter referred to as “*earlier Eviction Petition*”

¹⁰ Hereinafter referred to as “*CPC*”



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same, and that the landlord had concealed the existence of other *alternative accommodation* and that he had sufficient income in order to sustain his livelihood.

6. After hearing both sides, *vide* order dated 03.04.2018, the tenant was granted leave to defend by the learned ARC.

7. The tenant then filed his written statement wherein he essentially contended that Smt. Manju Devi became the sole owner of the subject premises *vide* the Family Settlement dated 20.02.2004¹¹, and that during the pendency of the *lis* since she had sold the same to the tenant along with all the rights and interest vested therein *vide* a registered Sale Deed 15.12.2016 (*Ex. RW-1/4*)¹². Thus, since the tenant became the owner of the subject premises, the Eviction Petition was liable to be dismissed as the *landlord tenant relationship* ceased to exist.

8. In his replication thereof, the landlord, reiterating that he and his sister were joint owners of the subject premises, disputed the Family Settlement and the ownership thereof by the tenant.

9. After both parties leading their respective evidence, the learned ARC proceeded to pass a detailed judgment dated 13.08.2024¹³ in favour of the landlord and directed the tenant to vacate and handover the subject premises to the landlord.

10. Being aggrieved, the tenant preferred the present revision petition against the impugned judgment dated 13.08.2024 of the learned ARC.

11. The execution proceedings initiated by the landlord has been stayed *vide* order dated 28.03.2025 passed by this Court.

¹¹ Hereinafter referred to as “*Family Settlement*”

¹² Hereinafter referred to as “*Sale Deed*”



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12. In furtherance of the assertions made by the tenant, Mr. Sanjeev Sagar, learned senior counsel for the tenant has only raised two contentions before this Court. *Firstly*, relying upon ***Indian Umbrella Manufacturing Co. vs. Bhagabandei Agarwalla (dead) by Lrs. Smt. Savitri Agarwalla & Ors.***¹⁴ and ***Navin Chander Anand vs. Union Bank of India and Ors.***¹⁵, he submitted that since the co-owner Smt. Manju Devi had filed an application under *Order I rule 10* of the CPC, the learned ARC, disregarding it, erred in allowing the Eviction Petition. *Secondly*, Mr. Sanjeev Sagar, learned senior counsel submitted that since the tenant has a duly executed Sale Deed with respect to the subject premises in his favour, the *landlord tenant relationship* has ceased to exist as he is now the owner thereof.

13. Barring addressing the aforesaid arguments, Mr. Sanjeev Sagar, learned senior counsel has not pressed and/ or raised any other issues.

14. *Per Contra*, Mr. Alok Sinha, learned counsel for the landlord, in response to the aforesaid two aspects, submitted that the aforesaid Sale Deed relied upon by the tenant is for the entire subject premises, when in fact, Smt. Manju Devi was the co-owner of only 50% of the subject premises in question. Further, relying upon ***Guru Swami Nadar vs. P. Lakshmi Ammal & Ors.***¹⁶ and ***Pramod Kumar Jaiswal & Ors. vs. Bibi Husan Bano & Ors.***¹⁷, he submitted that the execution of the said Sale Deed is hit by the doctrine of *lis pendens* and *estoppel* since there is a dispute *qua* the title/ ownership of the subject premises on account of the

¹³ Hereinafter referred to as “*impugned judgment*”

¹⁴ (2004) 3 SCC 178

¹⁵ 2018 SCC OnLine Del 9902

¹⁶ (2008) 5 SCC 796



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pending Civil Suit bearing no.88/2017 filed by the landlord seeking declaration and permanent injunction against Smt. Manju Devi and the tenant.

15. The learned counsel submitted that considering what has been held in *Sheikh Mohd. Zakir & Ors. vs. Shahnaz Parveen & Ors.*¹⁸, mere filing of an impleadment application does not amount to an objection to the Eviction Petition, especially, since in the present proceedings, Smt. Manju Devi never appeared before the learned ARC despite being summoned as a witness.

16. This Court has heard the learned (senior) counsel for the parties as also perused the documents and pleadings on record and the case laws referred by them.

17. The whole case of the tenant revolves around his having become an owner of the subject premises during the subsistence of the present proceedings, and hence, there was no *landlord tenant relationship* between the parties.

18. The tenant was all throughout well-aware that the landlord was, *admittedly*, a part owner of the undivided subject premises *vide* Settlement Agreement dated 24.04.2015 and also about the Will dated 17.03.1999 executed by the late father of the landlord. A conjoint reading of the said Will dated 17.03.1999 and the Settlement Agreement dated 24.04.2015 evince that the landlord and Smt. Manju Devi were indeed co-owners of the subject premises.

19. In view thereof, the said Sale Deed cannot come to the aid of the

¹⁷ (2005) 5 SCC 492

¹⁸ 2012 (2) RCR (Rent) 235



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tenant since the same was executed without the consent of the landlord, the subject premises could not have been sold by Smt. Manu Devi to the tenant. This Court finds able support in ***SK. Golam Lalchand vs. Nandu Lal Shaw @ Nand Lal Keshri @ Nandu Lal Bayes***.¹⁹ wherein the Hon'ble Supreme Court has held as under:-

“... .. 20. In this view of the matter, the entire property purchased by the two brothers late Salik Ram and late Sita Ram in the year 1959 vide Exh.1 continued to be the joint property in which both of them had equal rights. On their death, the same devolved upon their respective heirs and legal representatives including Brij Mohan, his three sisters on one side and plaintiff-respondent Nandu Lal, his three brothers and five sisters on the other side. Thus, Brij Mohan alone was not competent to execute a sale of the entire property in favour of the defendant appellant S.K. Golam Lalchand, that too without its partition by metes and bounds.

21. Since the suit property has many co-owners including the plaintiff respondent Nandu Lal and Brij Mohan, the defendant-appellant S.K. Golam Lalchand could not have acquired right, title and interest in the whole of the suit property solely on the basis of the sale deed dated 19.05.2006 executed by Brij Mohan. The said sale deed, if at all, in accordance with Section 44 of the Transfer of Property Act, 1882 may be a valid document to the extent of the share of Brij Mohan in the property and defendant appellant S.K. Golam Lalchand is free to take remedies to claim appropriate relief either by suit of partition or by suit of compensation and damages against Brij Mohan.....”

[Emphasis Supplied]

¹⁹ 2024 INSC 676



20. On the same lines, the Hon'ble Supreme Court in ***Pramod Kumar Jaiswal (supra)***, has also held as under:-

“23. A plain and grammatical interpretation of Section 111 (d) of the Transfer of Property Act leaves no room for doubt that unless the interests of the lessee and that of the lessor in the whole of the property leased, become vested at the same time in one person in the same right, a determination of the lease cannot take place. On taking an assignment from some of the co-owner landlords, the interests of the lessee and the lessor in the whole of the property do not become vested at the same time in one person in the same right. Therefore, a lessee who has taken assignment of the rights of a co-owner lessor, cannot successfully raise the plea of determination of tenancy on the ground of merger of his lessee's estate in that of the estate of the landlord. It is, thus, clear that there is no substance in the contention of the counsel for the appellants that in the case on hand, it should have been held that the tenancy stood determined and the application of the Landlord for a direction to the tenant to deposit the rent in arrears should have been dismissed. The position of the appellants as tenants continues and they are bound to comply with the requirements of the Rent Control Act under which the order for deposit has been passed against them. The High Court has rightly dismissed the revision.”

[Emphasis Supplied]

21. It is thus clear that the rights *qua* tenancy cannot be determined on the assignment of rights/ interest/ title derived only from one of the co-owners. Since as per *Section 111(d)* of the Transfer of Property Act, 1882²⁰ until and unless the entirety of rights/ interest/ title *qua* a property is vested at the same time with one person, there is no merger of estate thereof. In other words, unless the entire bundle of rights/ interest of both a tenant and a landlord *qua* a property converges in a single person

²⁰ Hereinafter referred to as “TPA”



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simultaneously, in the same legal capacity, the tenancy/ status cannot successfully be ascertained.

22. Though the decision of the Hon'ble Supreme Court in ***Pramod Kumar Jaiswal (supra)*** was not under the DRC Act, however, considering the analysis drawn and the ratio laid down therein, since the same is *pari materia* with the DRC Act, it is squarely applicable to the facts herein as well. More so, since no rights/ title/ interest of landlord's share *qua* the subject premises was ever transferred/ assigned to the tenant at any point of time in the present proceedings, the tenant is barred from claiming ownership *qua* the subject premises as the same cannot be determined in the absence of all the rights/ interest *qua* the subject premises being vested *in toto* with the tenant at the same point of time. Thus, due recognition of the rights/ interest *qua* the subject premises ought to be given to the landlord being the co-owner thereof and the same cannot be circumvented by the tenant in light of the foregoing.

23. In fact, the learned ARC has, whilst also referring ***Pramod Kumar Jaiswal (supra)***, addressed the aspect of ownership/ title taking into account the Sale Deed in great detail as under:-

*“41. The question that whether the tenancy gets terminated upon tenant's purchase of a portion of the tenanted premises, came before the Hon'ble Supreme Court in the case titled as **Pramod Kumar Jaiswal and Ors. vs. Bibi Husan Bano and Ors., Civil Appeal no. 336/2004**, decided on 03.05.2005, by a Three-Judge Bench of HMJ R.C. Lahoti, HMJ G.P. Mathur and HMJ P.K. Balasubramanyan.*

42. After hearing the submissions and after perusal of the record, it appears that it is the admitted case of both the parties that respondent herein is registered owner of



a portion of the tenanted premises, having purchased the same from the sister of the petitioner, the share is undivided as so far there is no partition. Ld. Counsel for petitioner has specifically pleaded before the court that a separate litigation for cancellation of aforesaid sale deed registered in favour of the respondent is pending between the parties.

43. Be that as it may be, in respondent's words he is the co-owner of the property in question as per the registered sale deed Ex.RW1/4 dated 15.12.2016, with respect to unpartitioned share, though without consent and concurrence of the other co-owner i.e. the petitioner herein.

44. The respondent herein has claimed himself to be both the tenant and "co-owner of every inch of the tenanted premises", since there is no partition and consequent crystallization of rights. To say it in other words, the respondent herein is also the tenant of "every inch of the tenanted premises".

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46. The respondent has challenged the jurisdiction of this Court being Rent Controller since the respondent has become co-owner. For the grant of an order of eviction under Section 14(1) (e) of DRC Act, it is necessary for the Controller to determine the petitioner is the owner/ landlord. It cannot be denied that the undersigned, being the Rent Controller, has powers u/s 14 of the DRC Act to pass an order of eviction against a tenant, provided tenancy gets established. On the admitted facts and based on the arguments, the only question that requires to be considered is the effect of the purchase of the rights of certain co-owner/landlords by the tenant of the building, on the lease originally taken by him and on the basis of which he held the tenanted premises in question.

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49. *In the matter at hand, it is undisputed that the tenancy is covered by the provision of Delhi Rent Control Act, however, on the question of law (i.e. question No.2 as framed hereinabove), the analogy can be drawn from the aforementioned judgment in Pramod Kumar Jaiswal (supra).*

50. *In the present case, the respondent has claimed ownership over part of the tenanted premises in question, having purchased the same from co-owner i.e. the sister of the petitioner Smt. Manju Sharma, while also admitting his status as that of the tenant, on the date of filing of the present eviction petition, thus in a nutshell, it is pleaded that the respondent is both co-owner and tenant.*

51. *In view of this paradox wherein the respondent claims himself to be the tenant and the landlord at the same time, the question that arises here is can a person be a tenant and co-owner at the same time.*

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54. *The aforesaid ratio of the Hon'ble Supreme Court leaves no iota of doubt that on acquisition of the title of part of tenanted premises from co-owners, the tenant does not become the owner of the property in question/tenanted premises and his status remains that of tenant itself.*

55. *At the cost of repetition, it is reiterated that in the matter at hand, the eviction proceedings were filed before the averred purchase of the portion of the tenanted premises in we question by the respondent. The suit/eviction proceedings once filed, the rights of the parties stand crystallized on the date of suit and the entitlement of the co-owners to seek ejectment must be adjudged by reference to the date of institution of the suit, since on the said day i.e. the day of institution of the eviction petition, there was no objection by the admitted co-owner and since there was no purchase by the*



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respondent herein, the right of the parties has stood crystallized that is to say that the respondent is the tenant and his purchase of the portion of the undivided share in the tenanted premises in question will not extinguish his status as that of a tenant. Furthermore, it cannot be forgotten that the respondent very well knew that the tenanted premises in question is unpartitioned and his seller i.e. Smt. Manju Devi is only a part owner, he very well knew the fact that eviction proceedings are pending and he is purchasing the unpartitioned share without consent and concurrence of the other co-owner i.e. the petitioner herein; With these in background, it cannot be said that the respondent is a bonafide purchaser in context of the present eviction proceedings and, therefore, no benefit can be granted to him. The purpose of removal of all doubts, it is necessary to clarity herein that being Rent Controller, the adjudication herein is qua eviction proceedings and not qua title.

56. Accordingly, the Court finds no substance in the argument seeking dismissal of the present eviction petition on the ground that the respondent is the co-owner of the property in question/tenanted premises and that the tenancy has been terminated by the purchase of the said portion.”

24. Even otherwise, since the tenant had *admitted* that he was a tenant *qua* the subject premises by virtue of being a successor in interest of his late father *vide* his written statement, which was also affirmed in his cross examination, the tenant, as per ***Geeta Kapoor vs. Jaipal and Another***²¹ is barred from raising a dispute *qua* the title/ ownership, once the tenancy is admitted and as held in ***Lajjawati Sharma & Anr. vs. Ram Chander Jain***

²¹ 2019 SCC OnLine Del 10463



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(*Deceased*) *Thr.*²² the issue of title/ ownership cannot be decided by the learned ARC either in an eviction proceeding or in a revision petition like the present one. In light of the above, as this Court concurs with the findings of the learned ARC *qua* there being a *landlord tenant relationship*, the same does not warrant any interreference.

25. Be that as it may, at the end of the day, all that the landlord was to show/ establish that he had a better title than that of the tenant on the date of initiation of the Eviction Petition. The position of law *qua* filing of an eviction petition by one of the co-owners with respect to the subject premises has been settled by the Hon'ble Supreme Court in *Indian Umbrella Manufacturing Co. (supra)* and *Mohinder Prasad Jain vs. Manohar Lal Jain*²³, which has repeatedly been followed by the Co-ordinate Benches of this Court in *Khanna Jewelers vs. Kapil Tandon & Ors.*²⁴ and *Ajay Gupta & Anr. vs. M/S Greenways*²⁵, wherein it has been held that in an eviction petition filed by one of the co-owners, the same need not be accompanied by any affidavit and/ or 'No Objection Certificate' (*NOC*) of any of the other co-owners. Hence, an eviction petition filed by one of the co-owners is very much sustainable unless there is any kind of opposition(s)/ objection(s) and/ or alike, filed by any of the co-owners.

26. In fact, filing of an application under *Order I rule 10* of the CPC by any of the other co-owners in an eviction petition filed by one of the co-owners cannot, *ipso facto*, be treated as an opposition(s)/ objection(s) and/

²² 2025:DHC:2192

²³ (2006) 2 SCC 724

²⁴ 2021:DHC:88

²⁵ 2024: DHC: 4913



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or alike. More so, it is also an admitted position that by virtue of the said application under *Order I rule 10* of the CPC, Smt. Manju Devi merely sought her impleadment in the pending eviction proceedings, and never disputed the maintainability of the Eviction Petition by the landlord. What has to be taken into consideration are the assertions made by such co-owners in the said application i.e., the purpose for which the said co-owner is seeking impleadment in the pending Eviction Petition.

27. *Qua* the issue of non impleadment of Smt. Manju Devi in the eviction proceedings before the learned ARC, Smt. Manju Devi herself did not challenge the order dated 03.04.2018 rejecting her application for impleadment and in fact, as per the record, Smt. Manju Devi although was duly summoned as a witness, however, she failed to appear before the learned ARC. Pertinently, it does not lie in the mouth of the tenant to plead the case of Smt. Manju Devi as he is a rank outsider as also since there is no *locus standi* for him to do the same. The attempt of the tenant to plead Smt. Manju Devi's case, all the more augments, this Court has a suspicion that they were hands in glove with each other to the detriment of the landlord.

28. *Admittedly*, the landlord had filed the Eviction Petition before the learned ARC on 26.05.2016 whereas the Sale Deed *inter se* Smt. Manju Devi and the tenant was executed only thereafter on 15.12.2016. It is also noteworthy that the said Sale Deed was executed much prior to the order dated 03.04.2018, whereby the application of the tenant seeking leave to defend was allowed by the learned ARC and the impleadment application moved by Smt. Manju Devi under *Order I rule 10* of the CPC was dismissed.



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29. Despite all the aforesaid, strangely the tenant went ahead with execution of the Sale Deed with the very same Smt. Manju Devi, whom he already very well knew as also with respect to the very same subject premises, *qua* which he was embroiled in litigation. No prudent person having due knowledge thereof, and who was also a party to the litigation *qua* the very same property, would proceed with execution of the Sale Deed during the pendency thereof, and that too without apprising the Court. The same itself raises a serious suspicion about the conduct of the tenant.

30. As such, in view of the dicta of the Hon'ble Supreme Court in ***Sarla Ahuja vs. Union India Insurance Company Ltd.***²⁶ and ***Abid-Ul-Islam vs. Inder Sain Dua***²⁷, wherein it has been held that it is no more *res-integra* that in a revision petition under *Section 25B(8)* of the DRC Act, setting aside the impugned judgment is only possible under exceptional circumstances, the tenant is unable to make out a case for interference by this Court.

31. Considering the aforesaid analysis and findings, as also since the tenant has merely reargued the very same contentions which have been duly negated by the learned ARC, with which this Court is in concurrence, the tenant has been unable to raise any grounds for interference by this Court, the impugned judgment dated 13.08.2024 passed by the learned ARC is upheld.

32. Accordingly, the stay granted *vide* order dated 28.03.2025 by this Court stands vacated.

²⁶ (1998) 8 SCC 119

²⁷ (2022) 6 SCC 30



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33. As such, the tenant is liable to hand over vacant, peaceful and physical possession of *two shop(s) measuring 6'4" X 10'6" and 6'10" X 14'5" at property bearing No.6165/1, Facing Gali No.3, Block-1, Khasra No. 4084/193, Basti Regar, Dev Nagar, Karol Bagh, New Delhi-110 005* to the landlord as the benefit of the *six months* ' period as per *Section 14(7)* of the DRC Act has already lapsed.

SAURABH BANERJEE, J.

NOVEMBER 26, 2025/bh/aks