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

+ RC.REV. 306/2025, CM APPL. 63581/2025

SHYAM LAL & ANR.

.....Petitioners

versus

VIPIN GUPTA

.....Respondent

28

+ RC.REV. 307/2025, CM APPL. 63585/2025

RAM KISHORE & ANR.

.....Petitioners

versus

VIPIN GUPTA

.....Respondent

29

+ RC.REV. 308/2025, CM APPL. 63592/2025

VIJAY KUMAR KEJRIWAL

.....Petitioner

versus

VIPIN GUPTA

.....Respondent

30

+ RC.REV. 309/2025, CM APPL. 63599/2025

RAM LAL & ANR.

.....Petitioners

versus

VIPIN GUPTA

.....Respondent

31

+ RC.REV. 310/2025, CM APPL. 63606/2025

SHYAM LAL

.....Petitioner

versus

VIPIN GUPTA

.....Respondent

32

+ RC.REV. 314/2025, CM APPL. 64887/2025, CM APPL. 64888/2025



VIPAN MEHRA & ORS.

.....Petitioners

versus

VIPIN GUPTA

.....Respondent

Appearance: Ms Shikha Sapra with Mr. Jatin Kumar Advocates
for Petitioner through VC in item 28
Mr. Sanjiv Kumar, Mr. Chirag Gupta, Advocates for
Respondent.
Mr. Rajesh Mahindru, Advocate for petitioners
Mr. Senior Advocate for petitioners (Appearance not
given)

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

17.12.2025

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6. This Court after hearing learned counsel for all the parties at considerable length on 15.10.2025 passed a detailed order, relevant extracts wherefrom are as under:

*“3. By virtue of the present petitions, petitioner/ tenant in all the petitions inter alia seeks to set aside the order(s) dated 02.07.2025 [hereinafter referred to as the “**impugned order(s)**”], passed by learned ARC-01, Central District, Delhi in RC/ ARC Nos.842/2019, 840/2019, 839/2019, 841/2019, 843/2019 & 844/2019.*

4. Since the landlord in all the above revision petitions is the same, the subject premises are also adjacent shops in the very same building owned by the landlord and they have been disposed of though vide separate orders, however, based on the same issues.

5. Succinctly put, the case of the landlord was that the property bearing no.2838, Gupta Market Gali Peepal Mahadev, Hauz Qazi, New Delhi was jointly purchased by his father and his uncle vide Sale Deed dated 07.09.1970. Subsequently, on the demise of his father, his mother became the owner of half of the share of the aforesaid



property by virtue of Will dated 01.06.1998, who, thereafter gifted her share to the landlord herein. Later on, the said property was partitioned vide registered partition deed 16.01.2018, and thereafter, the landlord became the absolute owner of the subject premises.

6. It was further the case of the landlord that since his dependent son intended to start his own business, for which a showroom and godown is required, he therefore, was in a bona fide requirement of the subject premises and for which the landlord had no other suitable alternate accommodation.

7. In response, after being served with the summons, the case set up by the tenant in his application seeking leave to defend was that there was no landlord tenant relationship between the parties, and that the need of the landlord was not bona fide since the landlord's son was not dependent on him and was already running a business, as also that the landlord had various other alternative accommodation available with him.

8. Based on the case set up by the parties, by virtue of the said impugned order(s), the learned ARC has held that there was no triable issue raised by the tenant and therefore dismissed the tenant's leave to defend application and subsequently passed the eviction order in favour of the landlord.

9. In support of the assertions made in the revision petition(s), learned counsel for the petitioner/ tenant at the outset submits that none of the eviction petition(s) of the landlord were maintainable since the nature of the business(es) for which the subject premises was required by the landlord for his son was not divulged therein. He also submits that there were no categorical assertions qua any bona fide requirement of the subject premises by the respondent/ landlord in any of them as well. He further submits that the respondent/ landlord failed to disclose that he has no other alternative accommodation(s) which is a mandatory requirement as per Section 14(1)(e) of the Delhi Rent Control Act, 1958 (hereinafter referred to as the



“DRC Act”) in any of the said eviction petition(s) filed by the landlord, since, according to him, the existence of alternative accommodation(s) which were/ are available with himself and his son were not disclosed therein. He further submits that the respondent/ landlord had simply stated in the eviction petitions(s) that “... ..the petitioner does not have any reasonable suitable alternate commercial accommodation for establishing showroom and godown for his son except the said tenanted premises.”. This, once again, according to him, was not sufficient for getting the petitioner/ tenant evicted.

10. Learned counsel for the petitioner/ tenant once again impressed upon the fact that there were no specific reasons stated for the business, especially there were no categorical measurements/ size specifications given qua the subject premises required by the landlord in any of the eviction petition(s). He further submits that though it was the case of the respondent/ landlord that he required the premises for a shop and a godown, however, he has filed six separate eviction petitions qua six different premises which in fact were adjacent to each other, without giving any basis for the same. He yet further submits that the learned ARC has ignored the said factum, even though the aforesaid was not denied by the respondent/ landlord.

11. Lastly, learned counsel for the petitioner/ tenant submits that though the respondent/ landlord was not able to raise any triable issue, as the case set up by him which were based on the assertions made by him in the eviction petition(s) before the learned ARC were insufficient for passing the impugned order(s) in his favour.

12. Barring the aforesaid, learned counsel for the petitioner/ tenant made no other arguments and submits that he has concluded his arguments.

13. Issue notice.

14. Learned counsel for the respondent/ landlord accepts notice. He submits that the learned ARC has meticulously dealt with each of the aforesaid contentions raised by learned counsel for the petitioner/ tenant. Even otherwise,



the same are not within the purview of Section 25B(8) of the DRC Act.

*15. Prima facie, this Court is not convinced with the arguments addressed by the learned counsel for the petitioner/ tenant since, as recently held by this Court in **H.S. Banka v. Mohan Lal** [2025 SCC OnLine Del 6372], it was not for the respondent/ landlord to specify the exact nature of business he wanted to commence for his son in the eviction petition(s) filed by him under Section 14(1)(e) of the DRC Act, as there is no such requirement therein. All that the respondent/ landlord was required to assert in the said eviction petition(s) was that there was a bona fide requirement of the subject premises for commencing a business for his son, which was a genuine and legitimate need. Not divulging the exact nature/ type of business the respondent/ landlord intends to commence, since it is not required in an eviction petition under Section 14(1)(e) of the DRC Act. Even otherwise, this Court finds that the aforesaid aspect has been dealt by the learned ARC in the impugned order in detail, with which this Court is unable to find any fault.*

16. Moreover, since it was never the case of the petitioner/ tenant before the learned ARC that the eviction petition(s) were not maintainable, especially in view of non-disclosure of the alternative accommodation(s), if any, available to his son, they are precluded from raising a new contention/ issue for the first time before this Court in the present revision petition(s).

17. Similarly, with respect to asserting categoric measurements, i.e. size and area for which there was a bona fide requirement by the respondent/ landlord, the same once again, not being a pre-requisite for the respondent/ landlord to assert in the said eviction petition(s) under Section 14(1)(e) of the DRC Act, also does not find favour with this Court. Not divulging the exact specifications of measurements in the said eviction petition(s) under Section 14(1)(e) of the DRC Act by the landlord was not an element for consideration by the learned ARC while adjudicating the



same.

18. Conversely, it was incumbent upon the petitioner/tenant to raise a triable issue and the onus lay upon them more than the respondent/ landlord, which based on what is before this Court, this Court can safely form an opinion that the petitioner/ tenant in each of the petition failed to prove. On the other hand and based on what is before this Court, in the considered opinion of this Court, the respondent/ landlord was able to make out a plausible, if not sufficient, case for the learned ARC for passing the impugned order.

19. In view of the aforesaid, and, since, as per the settled position of law laid down 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 scope of interference by this Court while exercising revisional jurisdiction under Section 25B(8) of the DRC Act is narrow, there remains little scope for interference by this Court, particularly whence no ground warranting such interference is made out.

20. At this stage, learned counsel for the respondent/ landlord, de hors what has been argued by the learned counsel for the petitioner/ tenant, as also what has been adjudicated by this Court hereinabove, submits that there are various other factors which he wishes to bring on record on the next date of hearing.

21. Accordingly, renotify on 26.11.2025 at 04:00 PM.

22. In the meanwhile, without prejudice to the rights and contentions of the petitioner/ tenant and as a matter of abundant caution, learned counsel for the petitioner/ tenant shall also seek instructions qua the feasible time period within which the petitioner/ tenant would vacate the subject premises and hand over the possession thereof to the respondent/ landlord, along with the terms of payment qua user and occupation charges for the aforesaid period before the next date of hearing.

23. A copy of this order be kept in all the connected matters.”



7. In terms thereof, today the present petitions are listed for only the limited purpose of learned counsels for the tenant(s) seeking appropriate instructions.

8. In response thereto, learned (senior) counsels for the tenant(s) submit that as per instructions the tenant(s) are neither willing to vacate the subject premises nor are agreeable to pay the user and occupation charges *qua* the extended period, if any.

9. As such, in furtherance of the last order dated 15.10.2025 reproduced hereinabove, as there is nothing more surviving in the present petitions, they all are dismissed and the impugned order(s) dated 02.07.2025 are upheld.

10. Needless to say, since the statutory period of *six months* granted to the tenant(s) in terms of *Section 14(7)* of the DRC Act is yet to expire, they shall be entitled to benefit of the remaining period, whereafter, they shall handover the vacant, peaceful and physical possession of the subject premises to the landlord in accordance with the impugned order dated 02.07.2025.

11. The above petitions, alongwith the pending applications, is dismissed.

12. A copy of this order be kept in all the connected matters.

SAURABH BANERJEE, J

DECEMBER 17, 2025/So