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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Date of decision: October 31, 2025*

+ RC.REV. 331/2025, CM APPL. 67663/2025, CM APPL. 67664/2025, CM APPL. 67665/2025

**SIDDHARTH @ SIDDHARTH VASISHT @SIDDHARTH VATS & ORS.** .....Petitioners

Through: Mr. Vishal Mahajan, Mr. Ashok Mahajan, and Mr. Anil Kumar, Advocates.

Versus

MANJU RANI .....Respondent

Through: None.

+ RC.REV. 332/2025, CM APPL. 67666/2025, CM APPL. 67667/2025, CM APPL. 67668/2025

**SIDDHARTH @ SIDDHARTH VASISHT @SIDDHARTH VATS** .....Petitioner

Through: Mr. Vishal Mahajan, Mr. Ashok Mahajan, and Mr. Anil Kumar, Advocates.

Versus

MANJU RANI .....Respondent

Through: None.

**CORAM:  
HON'BLE MR. JUSTICE SAURABH BANERJEE**

**J U D G M E N T ( O R A L )**

1. By virtue of the present petition(s), the petitioners/ tenants<sup>1</sup> seek to

<sup>1</sup> Hereinafter referred to as “tenants”



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impugn the order(s) dated 27.03.2025<sup>2</sup> passed by the learned R.C. Shahdara Courts, Delhi<sup>3</sup> whereby the Eviction Petition(s) bearing RC/ ARC No.130/2023 & RC/ ARC No.131/2023 filed by the respondent/ landlord<sup>4</sup> under *Sections 14(1)(e) and 25B* of Delhi Rent Control Act, 1958<sup>5</sup> seeking eviction of the tenants from shop(s) nos. 4, and 5 situated at property no. A-4 Kabir Nagar, Shahdara-110 094<sup>6</sup>, was allowed.

2. Succinctly put, it was the case of the landlord in both the Eviction Petitions that the uncle of tenant no.1 late Sh. Ramakant was inducted in the year 1984 in shop no.5 and was paying a monthly rent @ of Rs. 240/- to her late father-in-law Lt. Sh. Kashi Ram. Similarly, by virtue of an agreement dated 01.03.2001, the tenant no.1 was let out shop no. 4 @ of Rs. 600/- per month and the said shop(s) were combined to make space for commencing a business for selling firecrackers. Subsequently, the landlord became the absolute owner of the subject premises by virtue of the registered Relinquishment Deed dated 23.08.2021 executed by the legal heirs of her late husband Lal Singh Rathore and thus she became the landlord of the tenants by operation of law. It was also her case that after the death of her late husband, the income accrued from shop no.6 operated by Sh. Aman (son of the landlord), from where car/ bike accessories were being sold since 2018, was insufficient for meeting financial requirements of her family. More so, since the other son of the landlord, i.e., Sh. Ankit was unemployed and wanted to commence business of online services

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<sup>2</sup> Hereinafter referred to as "*impugned order(s)*"

<sup>3</sup> Hereinafter referred to as "*learned ARC*"

<sup>4</sup> Hereinafter referred to as "*landlord*"

<sup>5</sup> Hereinafter referred to as "*DRC Act*"

<sup>6</sup> Hereinafter referred to as "*subject premises*"



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pertaining to money transfer and flight ticket bookings, a *bona fide requirement* arose for the said shop(s) at the subject premises, as there was no suitable *alternative accommodation* available with them for the said purpose.

3. Upon service, the tenants filed application(s) seeking leave to defend under *Section(s) 25(4) and (5)* of the DRC Act, wherein they denied the ownership of the subject premises in the name of landlord, as tenant nos.3 and 4, who were the legal heirs of late Sh. Ramakant, were the co-owners of shop nos. 4 and 5 *vide* Will dated 27.03.2016 as also the registered Relinquishment Deed 23.08.2021 and that the Site Plan relied upon by the landlord was incomplete/ incorrect respectively. It was also their case that the son of the landlord, Sh. Aman was working in an MNC and was not running any car/ bike accessories shop from the subject premises and Sh. Ankit, other son of the landlord, was not unemployed but was running a milk dairy from another premises, thus there was no *bona fide requirement* for the subject premises as there were *alternative accommodations* available to the landlord.

4. In response thereto, the landlord denied the averments made by the tenants and reiterated the contents of the Eviction Petition(s).

5. Based on the above, as also after hearing the arguments advanced by both sides, the learned ARC dismissed the application(s) for leave to defend of the tenants *vide* impugned orders(s) dated 27.03.2025 and granted order(s) of eviction in favour of landlord and against the tenants.

6. Aggrieved thereby, the tenants have preferred the present petitions.

7. At the very outset, Mr. Vishal Mahajan, learned counsel for the tenants, whilst referring to *Precision Steel & Engg. Works vs. Prem Deva*



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*Niranjan Deva Tayal*<sup>7</sup>, *Charan Dass Duggal vs. Brahma Nand*<sup>8</sup>, *Inderjeet Kaur vs. Nirpal Singh*<sup>9</sup>, *Rachpal Singh vs. Gurmit Kaur*<sup>10</sup> and *S. Kaladevi vs. V.R. Somasundaram*<sup>11</sup>, submits that there were triable issues raised *qua* the ownership of the subject premises pertaining to the aspect of non-consideration of the Will dated 27.03.2016, veracity of the Site Plan, availability of *alternative accommodation*, lack of *bona fide requirement* and material concealment of facts by the landlord.

8. The prime arguments addressed by learned counsel for the tenants is *qua* the Will dated 27.03.2016, which, *admittedly* was not forming a part of record before the learned ARC, and for which the tenants have filed CM APPL. 67664/2025 in RC.REV. 331/2025 and CM APPL. 67667/2025 in RC.REV. 332/2025 seeking permission for bringing the same on record at this stage. However, since the said application is bereft of any material particulars of the manner, time and/ or the other details *qua* the said Will and/ or as to when it came to his knowledge and/ or possession, this Court sees no reason for taking the same on record at this belated stage. In fact, same is the case *qua* the other documents i.e., Tenancy Agreement dated 08.03.2001 and Supplementary Tenancy Agreement dated 19.04.2001, which the tenants by virtue of CM APPL.67664/2025 & CM APPL.67667/2025 seek to bring on record. Accordingly, CM APPL.67664/2025 in RC.REV. 331/2025 and CM APPL. 67667/2025 in RC.REV. 332/2025 are dismissed.

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<sup>7</sup> (1982) 3 SCC 270

<sup>8</sup> (1983) 1 SCC 301

<sup>9</sup> (2000) Supp 5 SCR 70

<sup>10</sup> (2009) 15 SCC 88

<sup>11</sup> (2010) 5 SCC 401



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9. In any event, the said Will dated 27.03.2016 filed by the tenants is typed in Hindi language wherein the late father-in-law of the landlord had signed the same in Urdu language. The same is unclear, more so, since there is no averment *qua* ‘vernacular’ consideration in the aforementioned application, the said document in itself cannot be read into, as such the same is hardly of any relevance and cannot be such so as to enable the tenants to raise a *triable issue*.

10. Further, the learned ARC *qua* the said Will has returned findings as under:-

*“... ..The respondents could not show the Will dated 27.03.2016 in the first place hence could not show that Ramakant became owner of the tenanted premises in the first place. The respondents derive their right from Late Sh. Ramakant. Since, no right of ownership could be proved in favour of Ramakant, hence no right would devolve upon the respondent no.3 and 4... ..”*

11. Learned counsel for the tenants has also argued on the aspect of the landlord filing an incorrect Site Plan of the subject premises. The learned ARC *qua* the same has held as under:-

*“... ..iv. Since no alternate site plan is filed by the respondents, they are unable to support the averment that position of shop and a store is shown incorrectly by the Petitioner in their site plan. Hence, the site plan filed by the Petitioner is assumed to be showing the true and correct position of the properties... ..”*

12. Since the position *qua* the Site Plan is the same, the tenants cannot be allowed to re-agitate and/ or reargue the same once again, and that too in the present revision petitions whence the jurisdiction is of “superintendence” and not that of an “appeal”. As such, this Court is in



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agreement with the findings of the learned ARC and the said contention, being bereft of any material particulars, is rejected.

13. Another argument addressed by the learned counsel for the tenants is that since one of the sons i.e., Sh. Ankit, who was running a dairy business from residential premises, was gainfully employed, there was no reason for the landlord to seek vacation of the tenants from the subject premises as there was no *bona fide requirement* for the same.

14. Once again, the impugned order(s) reveals that the learned ARC found that the same were mere bald assertions with any substantiation, and the tenants were unable to raise any triable issue *qua* that. Based on the aforesaid, this Court is in agreement with the findings of the learned ARC. In any event, as held in ***Prativa Devi vs. T.V. Krishnan***<sup>12</sup> and ***Sarla Ahuja vs. Union India Insurance Company Ltd.***<sup>13</sup>, the requirement of the landlord cannot be doubted as he/ she is the best judge for his/ her needs, and the landlord need not show any substantive proof *qua* actual *bona fide requirement*, rather any such assertion/ claim made by the landlord is itself sufficient to presume that there is indeed a *bona fide requirement* of the tenanted premises.

15. Lastly, learned counsel for the tenants submits that Sh. Aman, son of the landlord was already employed in an MNC and was not running a car/ bike accessories shop from the adjoining premises. *Qua* the said aspect, the learned ARC has observed as under:-

*“ii.....The petitioner has filed the copy of MCD trade license dated 06.04.2021 and 06.05.2023 in the name of Aman Rathor with respect to the business running in the*

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<sup>12</sup> (1996) 5 SCC 353

<sup>13</sup> (1998) 8 SCC 119



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*name and style of Look Car Point being run at ground Floor, A-40. Main Road, Kabir Nagar, Delhi. Further copy of bills of the said business from the year 2021 are filed. No document is filed to show that no such business is being run at the aforesaid shop. The aforesaid document clearly show that Aman Rathor is running a business of car accessories... ..*

*i..... It is not objected by the Respondents that Mr. Ankit is unemployed. The only ground the respondent is trying to raise is that “it is not believable” that One brother is having two sources of income while the other is unemployed. Grounds raised on the basis of “belief” are akin to mere averments. No document is filed by the respondent to show that Mr. Ankit is currently working and earning his living.....*

*ii..... Respondent is not able to disclose if Mr. Ankit is actually working and do not require the tenanted premises. This ground is taken on the basis of assumption that Mr. Ankit got married in the year 2016, he must be employed. This ground does not raise any triable issue.”*

16. This Court is also in agreement with the aforesaid finding, which does not require any interference by this Court as there were sufficient materials to evince the existence of the said shop being operated by the son of the landlord.

17. Learned counsel for the tenants at this stage, also seeks to challenge the title of the landlord by simply contending that the landlord was unable to establish her title that she was indeed a landlord, since she was never the owner of the subject premises. A reading of the impugned order(s) reveals that the learned ARC while dealing with the aforesaid aspect has held as under:-

*“i. As per the application the Will was executed by Late Sh. Kashi Ram in the favour of Late Sh Ramakant on*



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27.03.2016. After that the Ramakant became owner of the renamed premises and landlord tenant relationship came to an end.

ii. This is denied by the petitioner. As per the petitioner, the landlord tenant relationship between the parties never claim to an end.

iii. Law on this point—As per Section 2(I) (III) of DRC in case of death of the tenant, the person continuing the possession after the termination of his tenancy is a tenant within the ambit of DRC. Tenancy of Ramakant on the tenanted premises is not disputed. No document qua ownership of Ramakant is filed. The respondents are in the possession of the said premises being the L.R of the Ramakant.

iv. Since, the respondent did not show any document of proof of ownership of the tenanted premises and admitted that Ramakant came into the suit property in capacity of a tenant, respondents are estopped by virtue of section 116 of Indian Evidence act from objecting the Ownership of the petitioner. Reliance is placed upon the judgment *Bansraj Laltaprasad Mishra v. Stanley Parker Jones* (2006) 3 SCC 91. whereby it is held by The Hon'ble Supreme Court that:"13. The underlying policy of section 116 of Indian Evidence Act is that where a person has been brought into possession as a tenant by the landlord and if that tenant is permitted to question the title of the landlord at the time of the Settlement, then that will give rise to extreme confusion in the matter of relationship of the landlord and tenant and so the equitable principle of estoppel has been incorporated by the legislature in the said section. The principle of estoppel arising from the contract of tenancy is based upon a healthy and salutary principle of law and justice that a tenant who could not have got possession but for his contract of tenancy admitting the right of the landlord situation taking undue advantage of the possession that he got and any probable defect in the title of his landlord. It is on account of such



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*a contract of tenancy and as a result of the tenant's entry into possession on the admission of the landlord's title that the principle of estoppel is attracted.*

v. *Hence. this ground does not raise any triable issue.”*

18. Once again, this Court is in consonance with the findings arrived at by the learned ARC, and since there is no change in circumstances, interference of any kind is not required.

19. Lastly, learned counsel for the tenants submits that after the demise of Sh. Kashi Ram Rathore, father-in-law of the landlord, the tenants have never paid any rent *qua* the subject premises to the landlord.

20. In the considered opinion of this Court, it does not raise a *triable issue*. Rather, the aforesaid contention shows that the tenants were trying to hold onto the shop(s) belonging to the landlord on one pretext or the other, despite being fully aware that they have no right, title and interest therein. This, in fact, raises no ground for interference by this Court in a revision petition like the present one.

21. At the end, learned counsel for the tenants rests his case and does not wish to address any further arguments *qua* any of the other grounds taken in the present revision petitions.

22. Be that as it may, as held in *Sarla Ahuja vs. Union India Insurance Company Ltd.*<sup>14</sup> and *Abid-Ul-Islam vs. Inder Sain Dua*<sup>15</sup>, it is no more *res-integra* that in a revision petition under *Section 25B(8)* of the DRC Act, the challenge by a tenant for setting aside the impugned order/judgment is only possible under exceptional circumstances like whence

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<sup>14</sup> (1998) 8 SCC 119

<sup>15</sup> (2022) 6 SCC 30



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there exists an error apparent on the face of the record, or there is something glaringly amiss, or there is anything contrary to the position of law. The present is not an “*appeal*” and the challenge to the impugned order(s) is only to a limited extent.

23. After hearing the learned counsel for the tenants at length, this Court is not convinced by the arguments addressed. Accordingly, the tenants are liable to vacate the shop(s) in the subject premises i.e., *shop(s) nos. 4, and 5 situated at property no. A-4 Kabir Nagar, Shahdara- 110 094*, since the benefit of *six-months* period as per *Section 14(7)* of the DRC Act has already lapsed.

24. Resultantly, the impugned order(s) dated 27.03.2025 are upheld and consequently the present revision petition(s), alongwith the pending application(s), stand dismissed with no order(s) as to costs.

**SAURABH BANERJEE, J.**

**OCTOBER 31, 2025/So/AKS**