



2025:DHC:11280



* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Date of decision: December 03, 2025

+ RC.REV. 337/2025, CM APPL. 68641/2025, CM APPL. 68642/2025

MANISHA SHARMA AND ANR

.....Petitioners

Through: Mr. Murari Tiwari, Ms. Payal Dhupar, Ms. Nimisha Gupta, Ms. Indira Murthy, Advocates.

Versus

M/S OLIVE EXIM PVT. LTD.

.....Respondent

Through: Mr. Ankur Mahindro and Mr. Shubham Agarwal, Advocates.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

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

1. The respondent/ landlord¹ instituted an eviction petition under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958² before the Additional Rent Controller (Central), Tis Hazari Courts, Delhi³ seeking eviction of the petitioners/ tenants⁴ from property bearing no.2527/10, Plot no.55 & 56, Khasra no. 522, Block B, Ward no. XV, Nalwa Street, Chuna Mandi, Paharganj, New Delhi-110 055⁵.

2. *Succinctly put*, it was the case of the landlord before the learned ARC that it became the owner of the subject premises by way of two registered Sale Deeds, both dated 06.08.2010, and a registered

¹ Hereinafter referred to as '*landlord*'

² Hereinafter referred to as '*DRC Act*'

³ Hereinafter referred to as '*learned ARC*'

⁴ Hereinafter referred to as '*tenant*'

⁵ Hereinafter referred to as '*subject premises*'



Rectification Deed dated 23.08.2010. Prior thereto, one Sh. Tilak Raj Sharma was the tenant under the tenancy of the erstwhile owner, and after his death, his legal heirs (tenants herein) continued occupying the subject premises. Though the landlord was carrying on business from Delhi but he did not own/ possess any other residential and/ or commercial property therein, there was no *alternative accommodation* available with him, and as he was in *bona fide requirement* of the subject premises for constructing/ opening a guest house/ hotel, particularly, since the subject premises was situated at such a place which is a hub for guest houses/ hotels, it would be most suitable for the requirement pleaded.

3. Upon service of summons, the tenants filed an application seeking leave to defend under *Sections 25B(4) and (5) of the DRC Act, inter alia* disputing the very existence of a *landlord tenant relationship* between the parties, as also contending that the Sale Deeds relied upon by the landlord were false and fabricated, and there was a concealment by him regarding existence of other *alternative accommodations* available with the landlord and that he had no business relating to hotels/ guest houses, as also that the property wherein the subject premises was situated was under objection in relation to its conversion from leasehold to freehold.

4. Considering the material on record and hearing the parties, the learned ARC, *vide* order dated 03.05.2025⁶ dismissed the tenants' application seeking leave to defend and consequently, passed an eviction order in the favour of the landlord.

5. Aggrieved thereby, the tenants filed the present petition before this Court seeking setting aside of the impugned order dated 03.05.2025.



6. In continuation of the arguments addressed by learned counsel for the tenants on 04.11.2025, the learned counsel submits that he has instructions to press his submissions.

7. As such, though the tenants have raised various grounds in the present petition, the learned counsel for the tenants once again submits that the Eviction Petition of the landlord was, *per se*, not maintainable since the subject premises was located in a notified slum area, and therefore the landlord could not have initiated the eviction proceedings without taking the mandatory permission from the Competent Authority under Slums Areas (Improvement and Clearance) Act, 1956. The learned counsel also submits that the subject premises was/ is Nazul Land leased by the Delhi Development Authority and hence, incapable of being transferred into private ownership, and therefore, the landlord's alleged title is under suspicion.

8. The learned counsel then submits that the family of the tenants have been in possession of the subject premises since 1921 and thus, the tenants have become the owner of the subject premises by way of hostile and adverse possession. Lastly, the learned counsel submits that the *bona fide requirement* pleaded by the landlord is *ultra vires* to its Memorandum of Association⁷, which does not contain any object clause authorising construction or operation of hotels/guest houses.

9. Issue notice.

10. Learned counsel for the landlord accepts notice and while

⁶ Hereinafter referred to as '*impugned order*'

⁷ Hereinafter referred to as '*MoA*'



supporting the impugned order submits that the learned ARC has duly considered and rightly rejected the contentions/ averments made by the tenants in their leave to defend application. The learned counsel further submits that, the tenants before this Court are now raising new grounds/ contentions which were never a part of their pleadings before the learned ARC and thus, the same, being subsequent pleas, cannot be considered by this Court at this stage.

11. Heard learned counsel for the parties as also perused the documents and pleadings on records.

12. At the outset, this Court finds that as evident from the records available, learned counsel for the tenants is raising new/ fresh arguments, since, they were never forming a part of the pleadings before the learned ARC.

13. Considering there is no challenge on behalf of the tenants to the finding of the learned ARC with respect to (*non-*)availability of *alternative accommodation* with the landlord before this Court, there is no need for dwelling into it. As such, the findings rendered by the learned ARC qua it are deemed accepted and need no interference by this Court.

14. Regarding the landlord establishing a better title than the tenants, since the landlord had filed two registered Sale Deeds and a registered Rectification Deed dated 23.08.2010 qua the subject premises in his favour, the same were sufficient to conclude that the landlord was holding a better and superior title as against the tenants' claim of ownership on the basis of adverse possession. As such, the *landlord tenant relationship* between the parties stood established. In any event, the landlord had also produced rent receipts issued by his predecessor-in-interest to the



grandfather of the petitioner no.1, which were/ are sufficient to hold that the tenants' predecessors as also they themselves were/ are in permissive possession of the subject premises and there existed a jural relationship *inter se* the parties. Under such circumstances, the tenants' plea of adverse possession pales into insignificance.

15. The contention that the subject premises is located in a notified slum area of Chuna Mandi, wherein the subject premises is situated, is also hardly of any assistance, since it is the tenants' own case herein that the said Chuna Mandi has been de-notified vide Notification dated 29.10.2004. Moreover, the issue of maintainability of the Eviction Petition before the learned ARC also fails as it has been held by Hon'ble Supreme Court in *Shafait Ali vs. Shiva Mal*⁸ that eviction proceedings under *Section 14(1)(e)* of the Delhi Rent Control Act are not subject to the requirement of prior permission under *Section 19* of the Slum Areas (Improvement & Clearance) Act, 1956. Relevant extract therefrom are as under:-

"3. This Court further held that in view of the procedure in Chapter III-A of the Rent Act, the Slum Act is rendered inapplicable to the extent of inconsistency and it is not, therefore, necessary for the landlord to obtain permission of the Competent Authority under Section 19(1)(a) of the Slum Act before instituting a suit for eviction coming within Section 14(1)(e) or 14-A of the Rent Act."

16. The aforesaid position has been repeatedly reiterated by this Court in *Santosh Bhutani vs. Savitri Devi*⁹, *Geeta Press vs. Madhu Rastogi*¹⁰ and *Santosh Devi vs. Suresh Kumar Gupta*¹¹.

⁸ (1987) 3 SCC 728

⁹ 2023 SCC OnLine Del 5661

¹⁰ 2021 SCC OnLine Del 4171

¹¹ RC.REV. 199/2025



17. Lastly, the issue qua the subject premises being Nazul Land and, therefore, incapable of being transferred into private ownership, is equally meritless, since, based on the materials on record, the landlord has already taken the necessary recourse.

18. Regarding the *bona fide requirement* of the landlord, as it is a settled principle of law that the landlord is the best judge of his *bona fide requirement*, and it is his sole and exclusive discretion to decide not only what purpose he intends to put the premises to, but also which of his properties is best suited for such purpose, the tenant cannot have any say in that. More so, since the landlord in the present case categorically pleaded that the subject premises is the only property available with him in Delhi and by virtue of its location, is best suited for the proposed business activity of hotel/ guest house.

19. In any event, the tenants before the learned ARC, apart from making bare and unsubstantiated averments, failed to produce any cogent material in response to the landlord's *bona fide requirement*. Thus, they could not have formed the basis of the learned ARC to grant a leave to defend to the tenants. As such, the learned ARC has rightly concluded that the tenants were unable to raise any triable issue on the aspect of *bona fide requirement*.

20. Lastly, regarding the MoA, though it does not have any object clause authorizing construction or operation of hotels or guest houses, however, the landlord herein, which is a company, cannot be precluded from initiating an Eviction Petition against any tenant merely because the proposed *bona fide requirement* does not find mention in its MoA. Such a requirement can/ is not a hinderance for the landlord to initiate eviction



proceedings as it does not undermine the genuineness of the requirement by the landlord. More so, since the same is something which can be incorporated anytime later by the landlord.

21. Lastly, as held by the Hon'ble Supreme Court in *Sarla Ahuja vs. United India Insurance Co. Ltd.*¹² and *Abid-Ul-Islam vs. Inder Sain Dua*¹³, it is now well settled that in a revision petition under *Section 25B(8)* of the DRC Act setting aside the impugned order is only possible under exceptional circumstances, i.e. whence 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. There is no such case made out by the tenants herein.

22. In view of the aforesaid, this Court finds no reason for interfering with the impugned order under *Section 25B(8)* of the DRC Act. Accordingly, the present revision petition along with pending applications, is dismissed.

23. *Ergo*, the landlord will be at liberty to take appropriate steps as per law for recovery of possession of the subject premises being 2527/10, Plot no. 55 & 56, Khasra no. 522, Block B, Ward no. XV, Nalwa Street, Chuna Mandi, Paharganj, New Delhi-110 055 in terms of impugned order 03.05.2025.

24. The present petition is accordingly disposed of.

SAURABH BANERJEE, J

DECEMBER 3, 2025/So

¹² (1998) 8 SCC 119

¹³ (2022) 6 SCC 30