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

+ RC.REV. 353/2025 & CM APPL. 70957/2025-Exp, CM APPL.
70958/2025-Stay

VIJAY KUMAR MALHOTRA

.....Petitioner

Through: Mr. Pankaj Rehani, Advocate
(Through VC)

versus

NAJMA KHATOON & ORS.

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER

13.11.2025

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1. By virtue of the present petition, the petitioner/ tenant seeks setting aside of the order dated 13.08.2025 (*impugned order*), passed by the learned Additional Rent Controller, Central District, Tis Hazari Courts, Delhi (*learned ARC*) in RC/ARC No.352/21 being the eviction petition filed by the respondents/ landlords.

2. It is the case of the tenant that there was no landlord-tenant relationship *inter se* the parties, as well as the aspect of *bona fide* requirement *qua* the subject premises i.e. one room at Ground Floor of Property bearing no.7752/114, Fasih Buildings, Ghanta Ghar, Roshnara Road, Delhi-110 007, was not successfully made out by the landlords, and hence the impugned order is liable to be set aside. Learned counsel for the tenant has only addressed arguments *qua* the aforesaid and has not urged any of the other grounds raised by him before this Court.



3. A perusal of the record shows that the tenant had not denied before the learned ARC that the landlords are co-owners of the subject premises in his application seeking leave to defend. In fact, the landlords had also placed on record a copy of the final decree in the partition suit between the predecessors-in-interest of the landlords, including the father of the landlady/ respondent no.1 namely Mohd. Yahya, *vide* which the property in question had devolved in his share. Further, the landlords had also filed certain rent receipts issued by the legal heirs of the said Mohd. Yahya in favour of the tenant.

4. In fact, the observations of the learned ARC *qua* the aforesaid issues are reproduced as under:

“9.8 It has been argued by counsel for petitioner that petitioners have filed rent receipts which show the name of the respondent as a tenant in the property in question for monthly rent of Rs.330/- being paid by the respondent for the period of June, 2019 to December, 2019.

9.9 On the other hand, in the application for leave to defend, respondent has failed to give any specific averments with respect to said rent receipts and vague denial has been made with respect to relationship of landlord and tenant between the parties and it is further stated that petitioners had not filed any document to establish the said relationship. Same contention has been made in the written submissions on behalf of respondent.

9.10 It is observed that when the tenant has failed to provide any specific averment with respect to rent receipts filed by the petitioner, same amounts to admission of the genuineness of the said rent receipts and therefore, relationship of landlord and tenant between the parties is duly established.”



5. In view of the case set up by the tenant before the learned ARC, the findings rendered in the impugned order reflects no infirmity therein, especially whence the landlords had indeed placed cogent materials on record, and the tenant was neither unable to refute them nor file any substantive proof in support of its case before the learned ARC as all it made were bald vague assertions in his application seeking leave to defend. As such, the said findings require no interference by this Court, and the contention on behalf of the tenant in respect of the same is negated.

6. *Qua* the aspect of *bona fide* requirement, again a perusal of the tenant's application seeking leave to defend shows that there was no denial of the factum of the said requirement urged on behalf of the landlords *qua* the subject premises. Once again, there were mere bare denials made by the tenant without any substantive document(s)/ proof (s) thereof. The same, especially when the requirement urged by the landlords is of a personal and immediate nature, i.e. comfortable living of the family, could offer no support to the case of the tenant for grant of leave to defend. Taking the same into consideration, the learned ARC has observed as under:

“9.17 Now coming to the facts of the present case, it is observed that in the entire application for leave to defend, the respondent apart from making the evasive denial, has stated nothing to refuse the bonafide requirement of the petitioners for their comfortable living. It is not denied that the petitioner no.2 to 4 have their families including children and again the petitioner no. 1 is a widow lady and again it is also denied that petitioner no. 6 is residing at the tenanted premises. Accordingly, the requirement of the petitioner for additional space for their comfortable living



has remained undisputed. It is to observe that the tenanted premises in question includes one room at the ground floor of the property in question to be situated at the main road and therefore, there is no reason to disbelieve the version of the petitioners that tenanted premises can be used by either of the petitioners to fulfill their requirement for comfortable living. Again same can be certainly used by them by evicting all the tenants and after raising a new construction of the entire building. To have comfortable living with the growing families is certainly a matter of bonafide requirement and again it is not for the tenant to dictate the landlord, how he should use his property.”

7. The above findings of the learned ARC, being well-reasoned and in accordance with the settled position of law, cannot be faulted with and requires no interference by this Court. The contention of the tenant *qua bona fide* requirement is negated as well.

8. Lastly, with respect to availability of alternative accommodations, the tenant again omitted to provide any details of specific properties allegedly available with the landlords. In fact, it was the landlords who duly mentioned in their eviction petition that one of them was residing at some other property owned by her husband, as also that though they were in possession of one other property bearing no.7752/97 in the same building as the subject premises, the same was damaged by the previous tenants and was not in a habitable condition. The said assertion had also not been denied by the tenant before the learned ARC, leading to the following conclusion:

“9.20 Accordingly, I am duly satisfied that the petitioners need the tenanted premises in question for purpose of comfortable living of the families of petitioners and the said requirement is certainly bonafide and also the



fact that the petitioners do not have any other alternate property available with them to fulfill the said requirement.”

9. Considering that the landlords were the best judge of their requirements, as also of which premises is best suitable to him for his purpose of requirement, in which the tenant was in no position to dictate the terms thereof, as also especially when the tenant did not even show a single alternative accommodation or refute the averments made by the landlords, the above findings have also been rendered correctly by the learned ARC, and the contentions of the tenant *qua* alternative accommodation are negated as well.

10. In view of the afore-going, finding no reason for interference in the present revision petition, wherein the scope of interference *per se* is limited, this Court finds no reason for issuance of notice herein.

11. Accordingly, the present petition is dismissed *in limine*.

SAURABH BANERJEE, J

NOVEMBER 13, 2025

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