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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ RC.REV. 360/2025, CM APPL. 71840/2025 & CM APPL. 71841/2025

NARESH MITTALPetitioner
Through: Mr. Ombir Mandaar, Advocate.

versus
SHANKAR LAL BANSALRespondent
Through: Mr. Vinay Sharma and Mr. Yash Mittal, Advocates.

CORAM:
HON'BLE MR. JUSTICE SAURABH BANERJEE

ORDER
18.12.2025

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1. This Court on the last date of hearing i.e., on 20.11.2025, after conclusively hearing the learned counsel for the parties, passed the following order:-

“1. By virtue of the present petition, the petitioner/ tenant, inter alia seeks setting aside of the order dated 10.06.2025 (impugned order) passed by the learned Rent Controller, Central District, Tis Hazari Courts, Delhi (learned RC) in RC ARC No.611/2024 entitled ‘Shankar Lal Bansal v. Naresh Mittal’ filed by the respondent/ landlord wherein the application seeking leave to defend of the tenant has been dismissed.

2. It is the case of the tenant before this Court that there was no landlord-tenant relationship between the parties, particularly since as per the very Will dated 10.08.1999 upon which the landlord had relied, the subject premises was under the possession of one Sh. Kamla Prasad, brother of the landlord, and not of the landlord himself, as also that



there were numerous inconsistencies in the eviction petition filed by the landlord, and the same was further barred by res judicata since an earlier eviction petition by the same landlord had been withdrawn by him.

3. *Of the numerous grounds taken by the tenant, learned counsel for the tenant has restricted his submissions qua the Will dated 10.08.1999. He has drawn the attention of this Court to the said Will, wherein it is recorded as under:*

“And Whereas my shop No.3855 on Ground Floor, is already in possession Sh. Kamla Prasad and Shop No, 3352 and 3852/A, in possession of Sh. Sohan Lal.”

4. *Based thereon, learned counsel submits that the landlord was never the owner/ possessor of the subject premises, and in fact the son of the tenant had purchased the subject premises from the afore-mentioned Sh. Kamla Prasad. He further submits that the Eviction Petition filed before the learned ARC was not accompanied by any document(s) which could establish that the landlord was the owner of the subject premises.*

5. *Lastly, learned counsel draws the attention of this Court to the Rent Receipts produced by the landlord before the learned ARC and submits that the same, being illegible, were insufficient to establish the landlord-tenant relationship inter se the parties.*

6. *Prima facie, this Court is not convinced with the submissions made by learned counsel for the tenant, particularly, since there was no denial by the tenant before the learned ARC of the factum that the tenant herein is the son of the erstwhile tenant, Smt. Kalawati, of the very same landlord and who is finding a mention as a tenant in the very same Will dated 10.08.1999 on which the tenant herein seeks to rely upon. Thus, the tenant cannot seek to sail on*



two boats. Moreover, in view of the categorical mention in the said Will to the effect that Sh. Kamla Prasad was in occupation of the subject premises, the alleged Sale Deed could not have been taken into consideration by the learned ARC. This is more so, since the said Will never bequeathed the subject premises in favour of the said Sh. Kamla Prasad. It is also an admitted position that neither the tenant nor any of the Legal Representatives of the said Sh. Kamla Prasad, since deceased, have laid any challenge qua the title of the subject premises till date.

7. It is clear from the aforesaid that, at best, all that learned counsel for the tenant has sought to contend is that the landlord did not produce sufficient ownership documents in his favour before the learned ARC, which contention cannot be sustained in light of the well-settled position of law laid down in Shanti Sharma & Ors. v. Ved Prabha & Ors. (1987) 4 SCC 193 that the landlord is not required to show absolute ownership, but rather only a better title than the tenant. Moreover, since the aforesaid factors have already been dealt with by the learned RC, this Court does not see any reason to interfere with the impugned order.

8. In view thereof, at this stage, without prejudice to the rights and contentions of the tenant and as a matter of abundant caution, learned counsel for the tenant seeks, and is granted, time to seek instructions qua the feasible time period within which the tenant would vacate the subject premises and hand over the possession thereof to the landlord, along with the terms of payment qua user and occupation charges for the concerned period before the next date of hearing.

9. On the aforesaid limited aspect of vacation of the subject premises and payment of user and occupation charges, issue notice.



10. Learned counsel for the landlord accepts notice. He fairly submits that should the tenant give an acceptable proposal, the landlord would consider it.”

2. Pursuant thereto, learned counsel appearing for the tenant submits that he has no instructions from the tenant either *qua* the feasible time period for vacating the subject premises or *qua* payment of user and occupation charges for period thereof.

3. In view of the aforesaid statement of the learned counsel for the landlord as also considering the observations made and the findings rendered *qua* them in the last order dated 20.11.2025, there is nothing surviving to be heard for adjudication by this Court in the present petition.

4. Accordingly, the present petition is dismissed and the impugned order dated 10.06.2025 is upheld.

5. Needless to say, since the statutory period of *six months* as envisaged under *Section 14 (7)* of the Delhi Rent Control Act, 1958 is already over, the tenant shall vacate and handover the peaceful physical possession of the subject premises to the landlord in compliance of the impugned order dated 10.06.2025.

SAURABH BANERJEE, J

DECEMBER 18, 2025/NA