



2025:DHC:2395



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

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Date of Decision: 20.03.2025

+ **RC.REV. 368/2024, CM APPL. 72356/2024, CM APPL. 72359/2024, CM APPL. 12104/2025**

M/S SAWAN TRADING CO.

.....Petitioner

Through: Mr. Umesh Arora, Mr. Akshay
Thakur and Mr. Raghav Arora,
Advocates.

versus

RADHA DEVI AGGARWAL & ANR.

.....Respondents

Through: Mr. O.P. Aggarwal, Advocate.

CORAM:

HON'BLE MR. JUSTICE MANOJ KUMAR OHRI

JUDGMENT (ORAL)

1. By way of present revision petition filed under Section 25B(8) of the Delhi Rent Control Act, 1958 (hereinafter, '*DRC Act*'), the petitioner seeks to set aside the judgment dated 05.06.2024 passed by Ld. ACJ-CCJ-ARC (East), Karkardooma Courts, Delhi in RC/ARC No. 01/2017 (hereinafter, '*impugned judgment*').

Vide the impugned judgment, learned Trial Court allowed the eviction petition filed by the respondents under Section 14(1)(e) read with Section 25B of the Act and an eviction order came to be passed against the petitioner.

2. The proceedings before the learned Rent Controller were instituted by the respondents-landlords seeking eviction of the petitioner-tenant from a



shop located at the ground floor of property bearing no. A-64, *Guru Nanak Pura, Vikas Marg, Laxmi Nagar, Delhi – 110092*, admeasuring 78 sq. yards (hereinafter, '*the tenanted shop*'). The respondents, with respondent No.1 being the wife of respondent No.2, claimed that they had a *bona fide* requirement of the said premises for themselves and their son, *Shyam Aggarwal*, who was stated to be unemployed, a divorcee and fully dependent on the respondents. The respondents pleaded their need for operating readymade garments shop from the tenanted shop.

In the leave to contest, the petitioner had denied the respondents' ownership as well as the existence of landlord-tenant relationship between them. Rather, the petitioner itself claimed ownership of the tenanted shop on the basis of an Agreement to Sell dated 18.11.1992 claiming to have been entered into with the erstwhile owner. Petitioner's leave to defend application was allowed vide order dated 17.11.2020. The Trial Court, after hearing both the parties, passed the impugned eviction order.

3. Before this Court, the petitioner assails the impugned judgment by contending that the learned Rent Controller erred in recording that the petitioner had failed to prove the Agreement to Sell dated 18.11.1992 in its favour. It is further submitted that the Trial Court failed to appreciate that the rent receipts produced by the respondents were denied, the same having been forged and fabricated by them. The respondents, on the other hand, have defended the impugned judgment.

4. The scope and ambit of revisional powers of this Court under Section 25-B(8) of the DRC Act is now well settled. The exclusive power of revision given to the High Court by the proviso to Section 25-B (8) DRC Act against an order of the Rent Controller is one of superintendence and not



appellate in nature. Therefore, the High Court must restraint itself in not supplanting its views upon that of the Trial Court, but only examining as to whether there is any error apparent on the face of the record, going to the very root of whether proper adjudication is undertaken or not. Thus, the Court may only examine the legality or propriety of the proceedings before the Trial Court and not go into evidentiary analysis beyond its permissible scope. [Ref: Abid-Ul-Islam v. Inder Sain Dua,¹ Sarla Ahuja v. United India Insurance Co. Ltd.,² and Mohd. Inam v. Sanjay Kumar Singhal³]

5. The petitioner firm, while claiming ownership of the shop in question averred that on 22.06.1979, it had paid an amount of Rs.60,000/- to *Smt. Sudarshan Rani Sethi*, the original owner/landlady, towards security deposit/*pagdi*. It was further averred that the original owner had also entered into an Agreement to Sell dated 18.11.1992 with the petitioner with regard to the tenanted premises for a sale consideration of Rs.1,40,000/- and that the previously paid sum of Rs.60,000/- was agreed to be adjusted and sum of Rs.60,000/- was paid at the time of execution of the agreement. It is claimed that the remaining amount of Rs.20,000/- was agreed to be paid at the time of execution of the Sale Deed on or before 31.03.1993. The petitioner also claimed that no rent or other charges were collected thereafter by *Smt. Sudarshan Rani Sethi* or the respondents and the petitioner continued to be in continuous and peaceful possession of the tenanted shop. In this backdrop, the petitioner while claiming ownership denied any landlord-tenant relationship after execution of agreement dated 18.11.1992. On the

¹ (2022) 6 SCC 30

² (1998) 8 SCC 119

³ (2020) 7 SCC 327



aspect of availability of alternate suitable accommodation, it was claimed that the respondents had multiple properties in Delhi and Bikaner.

6. *Per contra*, it is the respondents case that vide a Rent Deed dated 20.07.1979 between the aforesaid original owner, *Smt. Sudarshan Rani Sethi* and the petitioner herein, the tenanted shop was let out to the petitioner, against the rental amount of Rs.575/- per month.

Indisputably, the tenanted shop admeasuring 78 sq. yards is a part of a larger area of the subject premises admeasuring 178 sq. yards. It was averred that the tenanted shop was purchased from its original owner/*Smt. Sudarshan Rani Sethi* by *Sh. Jagan Nath Aggarwal, Smt. Sarju Devi, Smt. Bhawari Devi* and *Smt. Radha Devi Aggarwal* (respondent No.1 herein) vide Agreement to Sell dated 04.11.1992. On the demise of *Sh. Jagan Nath Aggarwal* and *Smt. Bhawari Devi*, their legal heirs relinquished their respective shares in the subject premises in favour of respondent No.2 herein, who is the son of *Sh. Jagan Nath Aggarwal*, vide registered Relinquishment Deed dated 14.07.2016. Resultantly, the respondents became joint owners/landlords of part of the subject premises admeasuring 78 sq. yards, which the tenanted shop formed a part of. The respondents exhibited counterfoils of rent receipts before the Trial Court issued by them to the petitioner to show existence of landlord-tenant relationship. The respondents also sought to place reliance on an application filed by the petitioner before the MCD seeking *ad hoc* license in which it itself claimed to be a tenant of the shop in question. Pertinently, copy of this application was filed by the petitioner itself and was exhibited as Ex. DW-1/15. The respondents also summoned the income tax records of the partner of the petitioner firm to show that in its income tax returns, the petitioner never



declared ownership of the tenanted shop.

7. It is a settled position in law that in eviction proceedings, the landlord is not required to prove absolute ownership but simply has to show himself to be more than a tenant. The imperfectness of title does not stand in the way of an eviction petition filed under Section 14(1)(e) of the DRC Act.⁴ As regards *bona fide* need and requirement of the respondents, it is a settled position in law that the Court must presume the *bona fide* requirement of the landlord unless refuted by the tenant with material contentions which are more than mere assertions. It is sufficient for the landlord to make a *prima facie* case as to need of the subject premises. In other words, it is not for the tenant to dictate if the landlord is entitled to his own property for his use. [Ref: Sarla Ahuja vs. United India Insurance Co. Ltd.⁵ and Baldev Singh Bajwa vs. Monish Saini⁶]

8. Bearing in mind the scope of a revision, it is noted that in the eviction proceedings, both the parties have claimed to be owners of the tenanted shop and produced their respective Agreements to Sell in their favour. While the respondents claimed ownership by virtue of Agreement to Sell dated 04.11.1992, the petitioner claimed ownership vide Agreement to Sell dated 18.11.1992. Pertinently, the Agreement to Sell executed in favour of the respondents notes the tenancy in favour of the petitioner and further records that the tenant has been advised to attorn in favour of the present respondents as the landlords. Though the petitioner has challenged the

⁴ Smt. Shanti Sharma & Ors vs Smt. Ved Prabha & Ors, reported as 1987 (4) SCC 193; Rajender Kumar Sharma v. Leela Wati, reported as 2008 SCC OnLine Del 1085; Ramesh Chand v. Uganti Devi, reported as 157 (2009) DLT 450 and Vinod Kumar Verma v. Manmohan Verma, reported as 2008 SCC OnLine Del 265.

⁵ *Supra* at 2

⁶ (2005) 12 SCC 778



respondents' ownership by contending that neither any sale consideration exchanged hands nor any Sale Deed was executed, and further alleged the aforesaid agreement to be forged and fabricated in nature, however, the same has no merit.

9. Furthermore, though the petitioner has contended that the respondents never fulfilled their obligation to conclude the sale within a period of 30 days as provided in the Agreement to Sell dated 04.11.1992 and to register a Sale Deed thereafter, however, the petitioner failed to explain as to the alleged execution of the Agreement to Sell dated 18.11.1992 in its own favour within 14 days of the earlier Agreement to Sell, i.e., before the expiry of the period of 30 days within which the obligations under the previous Agreement to Sell had to statedly be performed. In fact, it is the petitioner's own case that in pursuance of the said Agreement to Sell dated 18.11.1992, the agreed upon consideration, i.e., Rs.1,40,000/- was never paid in full and no Sale Deed was executed between the petitioner and the original owner either. Therefore, the petitioner's reliance on the Agreement to Sell dated 18.11.1992 does not inspire confidence as against the said consideration, it was claimed that Rs.60,000/- paid as security was to be adjusted, without substantiating the same with a receipt to that effect, and the further payment of Rs.60,000/- was also not backed by a receipt. Admittedly, the last leg of payment, i.e., Rs.20,000/- was never paid at all. Notably, the petitioner failed to show if any steps were taken either to prove the above transactions or to seek specific performance in that regard.

10. Further, during cross-examination, the respondents confronted the petitioner with counterfoils of as many as 58 continuous rent receipts issued upto the year 2008 which were statedly signed by the petitioner. Though the



petitioner denied the signatures on the said receipts, however, it failed to satisfy the Court as to the existence of its stamp on the rent receipts as being forged and fabricated and in fact, led no evidence to prove the same. Curiously, the petitioner filed an application seeking directions to send the rent receipts for forensic examination, however, when the respondents gave their no objection, the petitioner withdrew the said application. The petitioner, by its own showing, claimed itself to be a tenant in the application seeking *ad hoc* license from the MCD and the ITRs rather show the rent paid towards the tenancy. The Court's attention is also drawn to the cross-examination of the partner of the petitioner firm/ *Sh. C. P. Jawa* (DW-1 in the eviction proceedings) wherein there was admission to the aforesaid extent. The said cross-examination would also show that though *Sh. C. P. Jawa* had claimed himself to be a partner in 1992, he was concededly 13 years old on that day.

11. On an overall assessment of the facts and evidence available on record, this Court concurs with the conclusion reached by the Trial Court that the respondents were able to establish *bona fide* need and the consequent eviction of the petitioner from the tenanted shop. Resultantly, the impugned judgment is upheld.

12. In view of the aforesaid discussions, present revision petition is dismissed alongwith pending applications.

MANOJ KUMAR OHRI
(JUDGE)

MARCH 20, 2025

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(corrected and released on 08.04.2025)