



2025:DHC:11046



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

% **Date of decision: December 02, 2025**

+ **RC.REV. 255/2018**

SHEHZAD ALI (DECEASED) THR LRS

.....Petitioner

Through: Mr. Asutosh Lohia, Ms. Shradhha Bhargava, Mr. Mohd. Atif Abdullah Khan and Mr. Imran Ahmed, Advocates.

Versus

BABU ALI

.....Respondent

Through: Counsel for the respondent (appearance not given)
Respondent in person.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

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

1. This Court *vide* order dated 12.11.2025 had observed as under:

“2. This Court has considerably heard learned counsel for both the parties at length.

3. After some time, the respondent/ tenant submits that the respondent/ tenant shall handover the vacate, physical and peaceful possession of the subject premises on or before 30.04.2026 and pay earlier user and occupation charges due since the month of July, 2017 to October, 2025 @ Rs. 2,000/- (Rupees Two Thousand Only) per month, and additionally pay further user and occupation charges @ Rs. 25,000/- (Rupees Twenty-Five Thousand only) per month with effect from November, 2025 till April, 2026 to the petitioner/ landlord in six equal instalments.

4. In effect, the respondent/ tenant agrees that he shall pay a sum of Rs.2,02,000/- (Rupees Two Lakhs Two

RC.REV. 255/2018

Page 1 of 10



Thousand Only) (Rs. 2,000/- per month from July, 2017 to October, 2025) and Rs.1,50,000/- (Rupees One Lakh Fifty Thousand Only) (Rs. 25,000/- per month w.e.f. November, 2025 till April, 2026), compositely amounting to Rs. 3,52,000/- (Rupees Three Lakh Fifty Two Thousand Only) in six equal instalments of Rs. 58,667/- (Rupees Fifty Eight Thousand Six Hundred Sixty Seven Only) on or before 7th of each month to the petitioner/ landlord directly into the bank account of the petitioner/ landlord, details whereof are as under:

*“Bank Name: Bank of Baroda, Daryaganj Branch
Bank Account holder’s name: Abid Ali
Bank Account no.: 08240100035320
IFSC Code: BARB0DARYAG”*

5. Since the 7th of this month i.e., November, 2025 is already over, the respondent/ tenant shall deposit the said amount within a period of three days.

6. Additionally, the respondent/ tenant further submits that the respondent/ tenant shall also pay/ clear all electricity, water and RWA dues, including all other statutory dues qua the subject premises, and hand over all the requisite documents reflecting the payment(s) thereof to the respondent/ landlord on or before the said date, i.e. 30.04.2026.

7. Learned counsel appearing for the petitioner/ landlord submits that the said proposal is acceptable to the petitioner/ landlord and he has no objection to grant the aforesaid period at the aforesaid rate(s) to the respondent/ tenant for vacating the subject premises on or before 30.04.2026.

8. As such, learned counsel for the respondent/ tenant seeks, and is granted, a period of two weeks for filing an affidavit of undertaking to the aforesaid effect.

9. Renotify on 02.12.2025 at 03:00 PM. ”

2. Despite the aforesaid order, the respondent/ tenant (*tenant*)



appearing in person today submits that he has engaged a new counsel, who, in turn submits that even though the tenant is, *admittedly*, not the owner of the subject premises, however, since the tenant has never paid any rent/ money to the petitioners/ landlords (**landlords**) despite being in occupation of the subject premises, the tenant shall not comply with his own undertakings recorded *vide* the last order dated 12.11.2025.

3. Considering the aforesaid as also in view of the order passed by this Court on 12.11.2025 as also the earlier order dated 15.09.2025, this Court is proceeding to decide the present petition on merits.

4. The father of the landlords filed an Eviction Petition under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958 (**the Act**) seeking eviction of property being shop no. E-9/A2, (G/F), Nehru Market, New Seelampur, Delhi-110 053 (**subject premises**). It was the case of the father of the landlords therein that the subject premises was rented out to the tenant in the year 2005, as also that they wanted vacant, peaceful and physical possession of the subject premises as there was a *bona fide requirement* of the son Mr. Asif Ali, who, being an electrician, wanted to start a business of electric accessories therein and as there were no other suitable *alternative accommodation* available with them.

5. Upon service, the tenant filed his application seeking leave to defend, which was allowed by the learned Additional Rent Controller (**learned ARC**) *vide* order dated 11.11.2014, since the tenant was able to raise triable issues regarding his induction in the year 2005 as also with respect to existence of a *landlord-tenant relation* between the parties.

6. Thereafter, in his written statement, it was the case of the tenant that there was no *landlord-tenant relation* between the parties since he was not



a tenant under the father of the landlords but was a tenant under one Gufram s/o Sh. Gulhasan, to whom, he was not only paying rent @ Rs. 1,000/- per month but had also paid Rs.5,00,000/- as interest free refundable security. It was also his case that the father of the landlords owned and possessed house being no. 975, Gali no. 31, main road, near Mohammadi Maszid, Jafrabad, Delhi-110 053 consisting of five shops on the ground floor out of which three shops are lying vacant, which fact has been concealed by the father of the landlords, there were suitable *alternative accommodations* available with him.

7. Hearing the parties, the learned ARC proceeded to pass the judgment dated 09.01.2017 (*impugned judgment*), dismissing the Eviction Petition of the father of the landlords on the count that they failed to prove the aspects *qua* ownership and the *bona fide requirement* of the subject premises.

8. Hence, the present petition filed by the landlords seeking setting aside of the said impugned judgment dated 09.01.2017 of the learned ARC.

9. Though the landlords have raised many grounds, however, learned counsel for the landlords submits that while it is a settled position of law that the landlord was only required to show a title better than that of the tenant in order to maintain an Eviction Petition, and the learned ARC has wrongly gone into the aspect of ownership of the subject premises. For this, he places reliance upon the Order dated 19.08.2025 passed in RC. REV. 243/2025 entitled '*Sh Ram Avtar Sharma vs. Smt. Alka Sharma*'; *Satpal Sharma & Anr. vs. Sadhna Arora* 2024 SCC Online Del 3962; *Rajiya Begum vs. Rekha & Anr.* 2024 SCC Online Del 9095 & *Swadesh*



Ranjan Sinha vs. Haradeb Banerjee (1991) 4 SCC 572. The learned counsel then submits that the father of the landlords were not obligated to file a detailed business plan *qua* the *bona fide requirement* of the premises for the son to start a business of electric accessories before the learned ARC. As such, as per the learned counsel, the conclusions arrived by the learned ARC in the impugned judgment *qua* the same, are erroneous, untenable as they are contrary to the settled position of law.

10. *Per Contra*, learned counsel for the tenant, supporting the impugned judgment, submits that the learned ARC has correctly adjudicated the issues *qua* ownership, *landlord tenant relationship* between the parties and *bona fide requirement* as raised therein, and no case for interference therein by this Court has been made out by the landlords. The learned counsel then submits that the sale-purchase documents (***Ex. PW-1/3***) relied upon by the father of the landlords did not conclusively establish whether the ground floor, wherein the subject premises was situated, was in fact sold to the father of the landlords, since, Ms. Nafees (***PW-2***), the alleged erstwhile owner of the subject premises, was herself unable to conclusively establish her own title *qua* the subject premises. As such, the learned counsel submits that the father of the landlords failed to discharge the existence of a *landlord tenant relationship*. Lastly, the learned counsel submits that it is a matter of fact that the father of the landlords as landlord neither furnished any detailed business plan nor substantiated his assertion that the landlord's son was, in fact, an electrician, was unable to show his *bona fide requirement* for the subject premises.

11. Heard learned counsel for the parties at considerable length, as also carefully gone through the documents and pleadings on record and the



judgments cited by them at the Bar.

12. As held in *Shanti Sharma vs. Ved Prabha*, (1987) 4 SCC 193, it is now a well-settled that the landlords are only to show a better title than the tenant. Since the landlords were able to file the requisite documents in the form of registered documents, namely the General Power of Attorney, Agreement to Sell, and Will (*Ex. PW-1/3*) after a full-fledged trial and the tenant had, *admittedly*, not filed anything from his end and barely made a bald assertion of paying rent to a third party, there was no reason for the learned ARC to proceed with to adjudicate upon the aspect of ownership of the subject premises in an Eviction Petition in the impugned judgment. The Act does not require a landlord to spell out the exact purpose/ magnitude/ extent of the proposed business activity he wants to commence/ conduct as all that is required for the landlord to establish a better right in the subject premises than that of the tenant, leave alone the aspect of ownership. The landlord is under no obligation to demonstrate that he/ she holds the best or absolute title. The vesting of absolute ownership is not a prerequisite for adjudication of an Eviction Petition.

13. In view thereof as also under the facts and circumstances of the position involved, it was beyond the purview of the learned ARC to adjudicate upon the issue of ownership in the Eviction Petition filed by the father of the landlords. On the contrary, based on the records, as also the settled legal position, it was sufficient for the learned ARC to draw the presumption that, even if the father of the landlords was not the absolute owner, he indeed possessed a title better than that of the tenant, warranting no further inquiry into the aspect of ownership. Interestingly, the tenant had/ has never challenged the title of the father of the landlords.



14. Thus, this Court is not agreeable with the findings rendered by the learned ARC *qua* the title/ ownership as the same being impermissible under the Act, is wholly contrary to the settled position of law reiterated hereinabove.

15. Regarding *bona fide requirement* of the subject premises, it has consistently been the case of the father of the landlords that the subject premises was required for his son, Mr. Asif Ali, as he intended to commence a business of electrical accessories therefrom, particularly, as he was an electrician by profession. As held in ***Baldev Singh Bajwa vs. Monish Saini*** MANU/SC/0264/2025; ***Ragavendra Kumar vs. Firm Prem Machinery***, AIR 2000 SC 534 & ***Kanahaiya Lal Arya vs. Md. Ehshan & Ors.*** AIR 1999 SC 100, it is trite law that the landlord is the sole and best judge of his own *bona fide* need, and it lies within his paramount discretion to determine which property is most suitable and sufficient for fulfilling such requirement. It is for the landlord alone to take a call, and not for a tenant to dictate the terms. As held by this Court in ***Balwant Singh Chaudhary vs. Hindustan Petroleum Corp. Ltd.***, 2004 SCC OnLine P&H 142, as also in ***Yodh Raj, Satya Prakash & Sons [Firm] & Anr. vs. Narain Kumar & Sons [HUF]*** 227[2016] DLT 363, the father of the landlords before the learned ARC was not required to bring his son as a witness to prove that he was indeed an electrician or to prove the exact nature/ purpose of his business, as the Act does not mandate the landlord to furnish details or disclose the nature, purpose, or particulars of the proposed business for which the premises are required.

16. Regardless thereto, the learned ARC has proceeded to reject the case of the father of the landlords on the premise that the father of the



landlords ought to have proved that his son was an electrician by examining him as a witness or by placing on record some documentary proof to that effect, as also observed that the father of the landlords had neither explained the nature or extent of the proposed business nor furnished any plan for conducting such business for which the subject premises was claimed to be required. Consequently, the very foundation on which the learned ARC dismissed the Eviction Petition is contrary to the scheme and spirit of the Act and is fundamentally untenable.

17. As such, this Court is also not agreeable with the findings rendered by the learned ARC *qua bona fide requirement* as they being contrary to the settled position of law reiterated hereinabove, are not sustainable.

18. Even though the learned ARC has not rendered any finding *qua* availability of a suitable *alternative accommodation* with the landlord, however, since as held in ***Yodh Raj, Satya Prakash & Sons [Firm] & Anr. (supra)***, it is the prerogative of the landlords to assess their own requirements, needs, necessities, purpose, sufficiency and suitability *qua* the starting of a business of electrical accessories in the subject premises for his own, on which the tenant has no say, especially, whence there are nothing but bald assertions before the learned ARC.

19. Lastly, and pertinently, though this Court in revisional jurisdiction cannot assume the powers of an Appellate Court and substitute its views in place of those expressed by the learned ARC, nonetheless, as held in ***Hindustan Petroleum Corporation Limited vs. Dilbahar Singh*** (2014) 9 SCC 78, it is well-settled that while acting in supervisory jurisdiction under *Section 25B(8)* of the Act, this Court can test whether the impugned judgment/ order suffers from any arbitrariness, perversity, illegality,



impropriety or the like. Upon finding manifest errors of such nature apparent on the face of the record, it becomes the bounden duty of this Court to invoke its powers under revisional jurisdiction.

20. In view of the aforesaid analysis, since there indeed are manifest errors in the impugned judgment, therefore, this is a fit case for exercising jurisdiction. As such the present revision petition is allowed and the impugned judgment dated 09.01.2017 passed by the learned ARC is set aside.

21. Consequently, an eviction order is passed in favour of the landlords in respect of property being shop no. E-9/A2, (G/F), Nehru Market, New Seelampur, Delhi-53. However, in view of *Section 14(7)* of the Act, the order for recovery of possession of the subject premises shall not be executed before expiry of six months period from today.

22. Accordingly, the present petition is allowed and disposed of.

23. At this stage, considering the non-compliance of the specific undertaking given by the respondent, appearing in person on 12.11.2025, *prima facie*, this Court is of the view that this is a clear case of wilful disobedience by the respondent/ tenant of the last order dated 12.11.2025 passed by this Court.

24. Accordingly, let *suo-moto* contempt proceedings be initiated against Mr. Babu Ali i.e. the respondent/ tenant herein.

CONT.CAS (C) /2025

25. In view of the order passed in *RC.REV. 255/2018* hereinabove, the Registry is directed to register a case of contempt against the respondent/ tenant and give a number.

26. Issue show-cause notice to Mr. Babu Ali, as to why contempt



2025:DHC:11046



proceedings be not initiated against him.

27. The said Mr. Babu Ali present in person, accepts notice. He seeks and is granted a period of *four weeks* to file his affidavit in response thereto.

28. Accordingly, list the contempt petition before the Roster Bench on 20.01.2026.

SAURABH BANERJEE, J

DECEMBER 2, 2025/So

RC.REV. 255/2018

Page 10 of 10

Signature Not Verified

Digitally Signed
By: BABLOO SHAH
Signing Date: 08.12.2025
19:20:46