



2026:DHC:19



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

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Reserved on: December 02, 2025

Pronounced on: January 05, 2026

+ **RC.REV. 58/2020**

VINEET BABBAR

.....Petitioner

Through: Mr. Pawanjit Singh Bindra, Sr.
Advocate with Mr. Vinayak
Marwah, Advocate.

Versus

KULJEET SINGH BINDRA

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioner/ landlord¹ filed an Eviction Petition being RC/ ARC No.26126/ 2016 under *Section 14(1)(e)* read with *Section 25(B)* of the Delhi Rent Control Act, 1958² against the respondent/ tenant³ before the learned SCJ cum RC, (West District) Tis Hazari Courts, Delhi⁴, seeking eviction from one shop at ground floor of property bearing no.17/ 41A, Tilak Nagar, New Delhi-110 018.⁵

2. Since the application seeking leave to defend of the tenant was allowed by the learned ARC *vide* order dated 19.12.2018, based on the evidence led by both the parties and the arguments advanced by the learned counsels for both the parties, the learned ARC has proceeded to

¹ Hereinafter referred to as "*landlord*"

² Hereinafter referred to as "*DRC Act*"

³ Hereinafter referred to as "*tenant*"

⁴ Hereinafter referred to as "*learned ARC*"

⁵ Hereinafter referred to as "*subject premises*"



2026:DHC:19



pass a judgment dated 16.10.2019⁶ holding that there was no *bona fide requirement* for the subject premises by the landlord.

3. Hence, the present revision petition filed by the landlord seeking setting aside of the impugned judgment dated 16.10.2019 passed by the learned ARC.

4. Based on the factual position and the document(s) on record, since the *landlord tenant relationship* between the parties has been held to be duly admitted by the learned ARC, and it has also been held that the tenant has been unable to prove (non)availability of *alternative accommodations*, this Court need not dwell upon the same. As such, the only issue for consideration is regarding *bona fide requirement* by the landlord, which, as per the findings rendered by the learned ARC, was not there.

5. Regarding *bona fide requirement* by the landlord, it was the case of the landlord before the learned ARC that although his son Sh. Gautam Babbar was a graduate, he was dependent upon him for accommodation and livelihood and that the landlord wanted to financially secure his son for his commencing a business of selling dry fruits, for which the subject premises was the most suitable. As per the landlord, the property where the subject premises was situated, though consisted of two floors, however, since the entire property was in a dilapidated condition, it required extensive repairs and modifications. On the ground floor, one shop was lying vacant and could not be used without extensive repairs, however, the other shop in occupation of the tenant was not in a dilapidated condition.

⁶ Hereinafter referred to as “*impugned judgment*”



2026:DHC:19



6. The projected need of the landlord therein, upon vacation of the subject premises, was to use the entire ground floor for commercial purposes for running a business of his son and subsequent to marriage of his son, he and his wife would reside on the first floor of the aforesaid property and the landlord himself with his wife would reside on the second floor.

7. As per tenant, the son of the landlord was controlling the entire business of the landlord run by him at Khari Baoli, Delhi and that he was the owner of another shop in the said locality.

8. During the proceedings before this Court, the legal heirs of the tenant have been impleaded *vide* order dated 29.05.2023 on the tenant passing away. Thereafter, this Court while reserving order, *vide* order dated 02.12.2025, also closed the right of the tenant to file reply and proceeded him *ex-parte* as none was appearing for the tenant on that date as also on previous occasions.

9. Proceeding on merits herein, Mr. Pawanjit Singh Bindra, learned senior counsel for the landlord submitted that the impugned judgment suffers from infirmity as the learned ARC has gone on to dictate why the subject premises was/ is not a suitable accommodation for the *bona fide requirement* of the landlord, and has also thrust his opinion that no prejudice will be caused to him, if the vacant accommodation is used for satisfying the *bona fide requirement*, which is incontrovertibly against the very tenets of DRC Act. The learned senior counsel then submitted that the same is contrary to the categorical assertion in the Eviction Petition that the entire ground floor was/ is required to satisfy the landlord's *bona fide requirement*. The learned senior counsel places reliance upon **Sushil**



2026:DHC:19



Kumar vs. Rama Mehta & Ors.: RC Rev. No. 285/2018 dated 09.10.2019, Dr. Alok Bhandari & Anr. vs. Vishnu Dutt Tiwari: RC Rev. No. 386/2019 dated 01.10.2019 and Dr. Alok Bhandari & Anr. vs. Dewan Chand: RC Rev. No. 501/2016 dated 01.10.2019.

10. This Court has heard the learned senior counsel for the landlord as also gone through the documents and pleadings on record and taken due note of the case laws regarding the issues involved.

11. Once it is *admitted* that the tenant was initially inducted by the father of the landlord in the subject premises, to whom he was also paying rent and since there is no denial that the Eviction Petition was filed by one of his legal heirs, there can be no qualm about the existence of *landlord tenant relationship* between the parties. As such, the finding rendered by the learned ARC *qua* the same needs no interference.

12. This Court also finds that the learned ARC has *rightly* held that the tenant was unable to show availability of a reasonably suitable *alternative accommodation* with the landlord, primarily, since the landlord “...
...cannot be forced to incur expense for raising structure over... ..” another plot owned by his wife, as also, since the tenant was unable to show any similarity thereof with the subject premises. As such, the finding rendered by the learned ARC *qua* the same also needs no interference.

13. *Qua bona fide requirement*, interestingly, there is no dispute that the subject premises is situated on the ground floor and the vacant portion/shop therein is not in a habitable condition since it required extensive repairs and renovation. Moreover, it is also not in dispute that the son of the landlord, who is of a marriageable age, required the subject premises for commencing an independent business therefrom. It is also the case of



the landlord that his son would be residing on the first floor of the same property and he, along with his wife, would be residing on the second floor thereof.

14. Since there is no reasonable case set up by the tenant, under the facts and circumstances involved, controverting that they are genuine and honest needs expressed by the landlord for seeking eviction of the tenant from the subject premises as held by the Apex Court in ***Joginder Pal vs. Naval Kishore Behal: (2002) 5 SCC 397***, ***Shiv Sarup Gupta vs. Dr. Mahesh Chand Gupta: (1999) 6 SCC 222*** and ***Baldev Singh Bajwa vs. Monish Saini: (2005) 12 SCC 778***, the expression “own use” is of wide import and encompasses the legitimate needs of the members of the landlord’s family and the same is presumed to be genuine, honest and sincere. In fact, considering the context of the case set up by the landlord, and to which there was no (plausible) defence set up by the tenant, the impugned order suffers from infirmity as there was never a case to the contrary by the tenant, much less, any evidence led or any cross-examination done to the contrary.

15. In such a scenario, the case of the tenant that the subject premises is only a small portion of the property and the rest of the space was/ is available with the landlord is not something which can be a reason for denying the eviction of the tenant from the subject premises. Also, merely because the landlord has not given a reason for his son not being able to run his business from the space already available cuts no ice. In any event, what is available is in the back portion of the property wherein the subject premises is situated, which, for commercial/ business purposes is not feasible. For commencing a business by a landlord for his son, what has to



be taken into consideration is that it has a front opening, the likely footfall, the location, the dimensions, the feasibility, the acceptability and the adaptability of the subject premises, which are all not in favour of the case put up by the tenant. Significantly, as held by the Hon'ble Supreme Court in *Akhileshwar Kumar vs. Mustaqim: (2003) 1 SCC 462*, *Sarla Ahuja vs. United India Insurance Co. Ltd.: (1998) 8 SCC 119* and *Kanahaiya Lal Arya vs. Md. Eshan and Ors.: 2025 SCC Online SC 432*, it is not for the tenant to choose/ dictate the landlord by projecting something which is not reasonably suitable for him.

16. However, ignoring the aforesaid and even though the learned ARC has recognized that a front opening is required for running the shop by the son of the landlord and that the “... ..need of the petitioner to set up an independent business for his son is per say a bonafide need... ..”, he has wrongly held that since the adjacent shop lying vacant is of the same size as the subject premises and the majority space on the ground floor is available with the landlord as also it has not been specifically explained by him giving “specific reasons” as to why his son’s business cannot be run therefrom and/ or giving “special reasons” for requiring the entire front portion, the landlord “... ..has failed to show that the manner in which the said need is proposed to be fulfilled as bonafide.”.

17. In the wake of the aforesaid, it is an incontrovertible that the learned ARC has clearly exceeded his jurisdiction by assuming the case of the tenant, without adverting/ addressing to the case of the landlord as there is a complete lull on the controverted factual position about the same being for the son of the landlord. It is well settled that *bona fide* need cannot be interpreted narrowly or restrictively as being confined only to the personal



use of the landlord, that too, whence the landlord categorically professed that his son (with his family) and he himself with his wife are wanting to shift on the upper floors after vacation of the subject premises.

18. It is trite that while exercising its revisional jurisdiction, although this Court cannot assume the role of an Appellate Court so as to supplant its own views *in lieu* of the what has been expressed by the learned ARC, however, as held by the Hon'ble Supreme Court in ***Sarla Ahuja vs. United India Insurance Co. Ltd.:* (1998) 8 SCC 119** and ***Abid-Ul-Islam vs. Inder Sain Dua:* (2022) 6 SCC 30**, it is trite that in exercise of supervisory jurisdiction, if a patent and manifest error(s) are discernible on the face of the record, it becomes obligatory for this Court to exercise its revisional powers to correct the miscarriage of justice.

19. In the opinion of this Court, the case at hand is an instance where the impugned judgment stands vitiated due to a manifest failure on the part of the learned ARC to consider germane pleadings placed on record as also the learned ARC has allowed itself to be influenced by considerations wholly irrelevant to the *lis* before him. Consequently, the impugned judgment suffers from patent infirmity and perversity which warrants interference of this Court in exercise of its revisional jurisdiction.

20. Accordingly, the present revision petition is allowed and the impugned judgment dated 16.10.2019 passed by the learned ARC is hereby set aside.

21. *Resultantly*, an eviction order is passed in favour of the landlord and against the tenant with respect to the subject premises i.e., one shop at ground floor of property bearing no.17/41A, Tilak Nagar, New Delhi-110 018, which the tenant is liable to vacate and hand over peaceful physical



2026:DHC:19



possession of the same to the landlord, *albeit*, after being accorded benefit of *six months* period to the tenant as per *Section 14(7)* of the DRC Act.

22. Accordingly, the present revision petition is disposed of in terms of the above, leaving the parties to bear their own costs.

SAURABH BANERJEE, J.

JANUARY 05, 2026
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RC.REV. 58/2020

Page 8 of 8

Signature Not Verified

Digitally Signed
By: BABLOO SHAH
Signing Date: 05.01.2026
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