



2026:DHC:17



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

Reserved on: December 11, 2025

%

Pronounced on: January 05, 2026

+ **RC.REV. 81/2022, CM APPL. 20510/2022, CM APPL. 68528/2022**

SANDEEP DHAWAN & ORS.

...Petitioners

Through: Mr. Sudhir Nandrajog, Sr. Advocate
with Mr. Kunal Madan, Mr.
Gurmukh Singh Arora and Ms.
Ankita Singh, Advocates.

Versus

AMARJEET SINGH KOHLI

...Respondent

Through: Mr. Jugal Wadhwa, Mr. Rishabh
Wadhwa, Mr. Raghav Goyal, Mr.
Vatsal S. Chadha, Advocates.

+ **RC.REV. 82/2022, CM APPL. 20515/2022**

ASHOK KUMAR SAPRA

...Petitioner

Through: Mr. Sudhir Nandrajog, Sr. Advocate
with Mr. Kunal Madan, Mr.
Gurmukh Singh Arora and Ms.
Ankita Singh, Advocates.

Versus

AMARJEET SINGH KOHLI

...Respondent

Through: Mr. Jugal Wadhwa, Mr. Rishabh
Wadhwa, Mr. Raghav Goyal, Mr.
Vatsal S. Chadha, Advocates.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. Common arguments have been addressed in the above two petitions, which are arising out of a common factual matrix. As such, both the above



2026:DHC:17



petitions are being taken up together.

2. The respondent/ landlord, in both the petitions, filed two eviction petitions bearing RC ARC Nos.54/2021 and 53/2021 against the petitioner(s)/ tenant(s) *qua* the two premises being the middle shop¹ and the corner shop² respectively, on the Ground Floor of property bearing No.H-25, Main Market, Rajouri Garden, New Delhi-110 027 under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958³. Eviction was sought for the first subject premises on the ground that the landlord required the same for his younger son, Mr. Manpreet Singh, to attain financial independence and carry on the business of purchase and sale of old mobile phones and mobile repairs, and for the second premises the requirement was for the landlord himself, then aged about 71 years, to shift his general merchandise business thereto, which was being run from a tenanted shop bearing No.6005, Krishna Market, Gali Matkewali, Sadar Bazaar, Delhi-110 006⁴, since owing to his medical conditions, it was difficult for him to travel from his residence, located in the same building as both the subject premises, to the said shop in Sadar Bazaar. It was also the case of the landlord in both the Eviction Petitions that he did not have any suitable *alternative accommodations* for his *bona fide requirements*.

3. Upon being served, the tenant(s) filed their applications seeking leave to defend, admitting the *landlord-tenant relationship* between the parties, however, refuting the *bona fide requirement* urged by the landlord.

4. As per the tenants of the first subject premises, the younger son of

¹ Hereinafter '*first subject premises*'

² Hereinafter '*second subject premises*'

³ Hereinafter '*the Act*'

⁴ Hereinafter '*Sadar Bazaar shop*'



the landlord was carrying on the business of mobile phone repairs along with his elder brother, he was not financially dependent upon the landlord, and as per the tenant of the second subject premises, the landlord was the owner of the Sadar Bazaar shop, as also since he could shift his residence to the same locality. As such, it was the case of the tenant(s) that the Eviction Petitions were filed with *mala fide* intention with the sole aim of emptying the entire building in which both the subject premises are located for reconstruction purposes, and that the landlord had ample *alternative accommodations* available with him to fulfil his *bona fide requirements*.

5. After completion of pleadings and upon hearing the landlord and tenant(s) in both Eviction Petitions, the learned Rent Controller, West District, Tis Hazari Courts, Delhi⁵ passed the orders both dated 05.01.2022⁶ *qua* both the subject premises in favour of the landlord, holding that the *landlord-tenant relationship* between the parties, the *bona fide requirement* of the landlord, and the unavailability of any *alternative accommodation* with the landlord being the essential *three ingredients* of Section 14(1)(e) of the Act stood satisfied, and, moreover, the tenant(s) were unable to raise any *triable issue(s)* which could lead to allowing of their applications seeking leave to defend.

6. Hence, the tenant(s) have filed the present petitions seeking setting aside of the impugned orders passed by the learned RC.

7. Though the *landlord-tenant relationship* between the parties was not disputed before the learned RC initially, however it was their case in rejoinder that the father of the tenants in the first subject premises, along

⁵ Hereinafter '*learned RC*'

⁶ Hereinafter '*impugned orders*'



with the tenant in the second subject premises, had become the owners of the respective first and second subject premises after the father of the landlord agreed to sell/ purchase them for a total consideration of Rs.35,00,000/- by virtue of an *oral agreement*. It was also their case that the father of the tenants had already made substantial payments to the father of the landlord in addition to *pagri rakam* by the tenant(s) for both first and second subject premises in the years 1968 and 1981 respectively. The same, as per Mr. Sudhir Nandrajog, learned senior counsel for the tenant(s) was apparent from the rent receipts produced by the landlord himself, wherein though payment of rent of Rs.3,000/- has been recorded, a sum of Rs.25,000/- was written on the reverse. Learned senior counsel relied upon the applications under *Section 151* of the Code of Civil Procedure, 1908⁷ filed by the tenant(s) before the learned RC whereby the aforesaid oral agreement between the parties was sought to be brought on record later, which, though was dismissed *vide* two orders of even date.

8. Mr. Sudhir Nandrajog, learned senior counsel then contended that as the Gift Deed dated 15.07.2003, by virtue whereof the landlord claimed his title in both the subject premises, is under challenge in another suit bearing No.1832/2003 entitled '**Man Mohan Singh Kohli vs. Amarjeet Singh Hohli**' pending before this Court⁸, wherein a stay has been granted, precluding the parties from sale/ transfer/ alienation/ creation of any third-party interest *qua* the same, the landlord had no right to file the Eviction Petitions.

9. Mr. Sudhir Nandrajog, learned senior counsel further questioned the

⁷ Hereinafter '*CPC*'

⁸ Hereinafter '*pending suit*'



2026:DHC:17



projected *bona fide requirements* of the landlord, reiterating that the first subject premises was not required as his younger son was neither unsettled nor dependent on his brother, since he is a partner in the mobile business run by the said brother. Similarly, the second subject premises, was also not required since the landlord was the owner of the Sadar Bazaar shop. The learned senior counsel submitted that the medical documents signed by a Doctor, required examination during the course of trial.

10. Then Mr. Sudhir Nandrajog, learned senior counsel contended that the landlord had concealed about numerous *alternative accommodations* available with him, especially, about an ample empty space in the backyard right behind the shop occupied by his eldest son, which could easily be constructed into a shop.

11. Lastly, Mr. Sudhir Nandrajog, learned senior counsel relying upon the decision of the Hon'ble Supreme Court in ***Inderjeet Kaur vs. Nirpal Singh***⁹, contended that due to non-consideration of the aforesaid factors, the tenant(s) were successful in raising grounds which would disentitle the landlord to the relief under *Section 14(1)(e)* of the Act, and hence, the impugned orders are liable to be set aside.

12. *Per contra*, Mr. Jugal Wadhwa, learned counsel for the landlord supported the impugned orders and contended that the Eviction Petitions of the landlord have been rightly allowed since the landlord was able to establish his genuine and *bona fide requirement*, and the tenant(s) were not able to raise any triable issue(s) therein. Relying upon ***Abid-Ul-Islam vs. Inder Sain Dua***¹⁰, the learned counsel contended that there can be no

⁹ (2001) 1 SCC 706

¹⁰ (2022) 6 SCC 30



reason for this Court to interfere with the same, in exercise of limited supervisory jurisdiction.

13. Mr. Jugal Wadhwa, learned counsel then disputed the alleged *oral agreement* for sale *inter se* the parties, as no such contention was raised by the tenant(s) in their applications seeking leave to defend. Moreover, the applications under *Section 151* of the CPC to bring them on record, being beyond statutory period of *fifteen days* for the tenant(s) to disclose their defense, have also been rightly rejected by the learned RC, keeping in view the decision of the Hon'ble Supreme Court in ***Prithpal Singh vs. Satpal Singh***¹¹. Therefore, there was no chance for the tenant(s) to raise the same again before this Court.

14. In any event, relying on the decision of a Coordinate Bench of this Court in ***Chander Kanta Kainth & Ors. vs. Das Thareja***¹², Mr. Jugal Wadhwa, learned counsel submitted that an alleged oral agreement to sell could form no basis for grant of leave to defend to a tenant. In fact, as per ***Suraj Lamp Industries Pvt. Ltd. vs. State of Haryana***¹³ creation of any rights in any manner in immovable property of value more than Rs.100/- is compulsorily registrable, and not even an unregistered agreement, let alone an oral one, can form the basis to bring any claim(s) thereto.

15. Regarding the Gift Deed dated 15.07.2003, as also the pending suit, Mr. Jugal Wadhwa, learned counsel contended that the same was never under consideration before the learned RC, and since it was raised for the first time before this Court, the same cannot be adverted to. In any event, as per the learned counsel, there was no fetter whatsoever in the filing of the

¹¹ (2010) 2 SCC 15

¹² R.C. REV. 249/2017, order dated 27.02.2020

¹³ 2012 (1) SCC 656



Eviction Petitions by the landlord. Relying upon *India Umbrella Manufacturing Co. vs. Bhagabandei Agarwalla (Dead) by LRs Savitri Agarwalla (Smt.)*¹⁴, the learned counsel contended that the Eviction Petitions by one of the co-owners was maintainable, particularly, whence the *landlord-tenant relationship* was admitted by the tenant(s). The learned counsel also contended that the issue of *title* could not have been adverted to by the learned RC in eviction proceedings.

16. Mr. Jugal Wadhwa, learned counsel contended that since the landlord was able to show his *bona fide requirement* and that he had no *alternative accommodations* available with him, and to which the tenant(s) merely raised an issue regarding the conversion of the backside of his elder son's shop into a separate shop by undertaking new construction activities, and when both first and second subject premises were already existing in his name, the present petitions deserve dismissal.

17. Heard learned (senior) counsels for the parties, perused the documents and pleadings on record along with the judgments cited at the bar.

18. This Court, at the outset, proceeds to clear the air about the *landlord-tenant relationship* between the parties. Once having admitted the *landlord-tenant relationship* in their applications seeking leave to defend, the tenant(s) cannot be permitted to take a summersault by contending that there was an *oral agreement*, which was allegedly not filed by the erstwhile lawyer. The separate application(s) filed by the tenant(s) *qua* the same have already been rejected by a well-reasoned order passed by the learned RC, which, have *admittedly* not been challenged by the tenant(s), though they

¹⁴ (2004) 3 SCC 178



2026:DHC:17



have tried to take a second bite at the same cherry.

19. In any event, there are no details of the time-period(s), the lawyer(s) involved or like by either of the tenant(s), as also of any action(s) initiated be either of them against the said lawyer. Besides this, since it is *admitted* that the tenant(s) were indeed paying rent of Rs.3,000/-, there can be nothing more conclusive to hold that they recognised themselves as tenant(s) of the landlord qua the first and second subject premises. In such a scenario, *once a tenant, always a tenant*. Neither of the tenant(s) can be permitted to take shelter of mere mention/ writing of an abstract figure of Rs.25,000/-, and that too, behind a rent receipt. Even otherwise, they cannot be permitted to refer and/ or try to take recourse to a futuristic/ happening of an event, when today, there is document/ proof of sale establishing their ownership.

20. The permissible time limit of *fifteen* days having long elapsed, the alleged stand taken by the tenant(s) is, alas, nothing but a cock and bull story with no legs to stand on. The same can, in no manner, be treated as a *triable issue*.

21. Though the tenant(s) cannot be allowed to urge anything regarding the pending suit at this revisional stage in the present petitions, however, considering that the *landlord-tenant relationship* between the parties has been established and there is no denial by either of the tenant(s) that the landlord indeed is one of the co-owners of the first and second subject premises, in view of ***India Umbrella Manufacturing Co. & Ors. vs. Bhagabandei Agarwalla thr. Lrs. & Ors.***¹⁵, the Eviction Petitions were very much maintainable in the eyes of law. More so, whence nobody else,

¹⁵ 2004 (3) SCC 178



has raised any objection till date. Even otherwise, it is not for the tenant(s) to refer and/ or refuge under the pending suit wherein they are not parties. The Eviction Petition(s) under *Section 14(1)(e)* of the Act by the landlord required him to only show/ establish that he had a *better title* than the tenant(s), which, as per above, is already proven in his favour.

22. The *bona fide requirement* professed by the landlord are indeed genuine, authentic, natural, sincere, actual and valid since they emanate from his own old age, his ailments with the medical history, the locality and the nearness to his residence, which are not disputed by the tenant(s) in the true sense, and also assisting his own son. The landlord cannot be made to operate from a rented premises far from his residence and that too which he is able to establish has been allotted by Slum and J.J. Department of Municipal Corporation of Delhi or *vice versa* or to shift to another alleged location, merely because the eviction of the tenant(s) herein will cause prejudice to them. That cannot be the threshold, more so, since the landlord is merely seeking eviction of the first and second subject premises belonging to the landlord himself.

23. As held in *Baldev Singh Bajwa (supra)*, *Shiv Sarup (supra)* and *Kanhaiya Lal Arya vs. Md. Ehsan & Ors.*¹⁶, the tenant(s) are in no position to dictate the terms of choice and/ or use of the properties owned by the landlord, particularly, whence there are various factors like size, location, access, purpose, to be taken into consideration. Under such circumstances, having an '*additional*' accommodation is nowhere the same as having an *alternative accommodation* by the landlord. The landlord herein has already made all disclosures, with appropriate reasons *qua* the

¹⁶ 2025 SCC OnLine SC 432



other premises, which have merely been negated by the tenant(s) for the sake of their case that it is the landlord who has to tow their line, when it is the reverse.

24. Further, as held in **Joginder Pal v. Naval Kishore Behal**¹⁷, people closely connected to the landlord for whom he has a social/ moral obligation, certainly including his children and other members of his family, are very much a part of the expression “...for his own use...” under *Section 14(1)(e)* of the Act. The need of a father to help his son to attain financial independence can hardly be called *mala fide*. In fact, the learned RC has also rightly relied upon **Dina Nath vs. Subhash Chand Saini**¹⁸ and **Bhupinder Singh Bawa vs. Asha Devi**¹⁹ to negate the contentions of the tenant(s) and hold that merely because a joint business is being carried out by the landlord, the same does not disentitle him from urging a requirement to start his own business.

25. In view of the afore-going analysis, as held in **Sarla Ahuja vs. United India Insurance Co. Ltd.**²⁰, **Abid-Ul-Islam vs. Inder Sain Dua**²¹, finding no perversity, irregularity, illegality or the like in the impugned orders, this Court sees no reason to interfere with the same.

26. As such, the impugned orders dated 05.01.2022 passed by the learned RC are upheld, and the present revision petitions along with the pending application(s) are dismissed, leaving the parties to bear their own respective costs.

27. Considering that the impugned orders were passed way back on

¹⁷ (2002) 5 SCC 397

¹⁸ (2014) 11 SCC 20

¹⁹ (2016) 10 SCC 209

²⁰ (1998) 8 SCC 119

²¹ (2022) 6 SCC 30



2026:DHC:17



05.01.2022, and the *six months* period in terms of *Section 14(7)* of the Act is long over, the tenants in the first subject premise and the tenant in the second subject premise shall be liable to handover vacant and peaceful physical possession thereof to the landlord.

JANUARY 05, 2026
Ab/RS

SAURABH BANERJEE, J.