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

% ***Judgment reserved on: 14.08.2026***
Judgment pronounced on: 27.10.2026

\# **CNR No. DLHC010233012026**

\+ RC.REV. 180/2026

BABU LAL .....Petitioner

Through: Mr. Pratyush Chirantan & Mr. Abhishek Bajpai, Advocates.

versus

NEELAM KUMAR MODI .....Respondent

Through: Mr. Akhil Mittal, Mr. Sunil Mittal, Mr. Vineet Kumar Mishra, Ms. Shayna Dass Pattnayak & Ms. Riddhi Jain, Advocates.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Rent Control Revision Petition has been filed under the *proviso* to Section 25B(8) of the **Delhi Rent Control Act, 1958**[1], assailing the **Order dated 25.03.2026** [2] passed by the **learned Additional Rent Controller-01, Central District, Tis Hazari Courts, Delhi**[3] in RC ARC No.315/2025, titled as *"Neelam Kumar Modi v. Babu Lal"*, whereby the Application filed by the

[1] DRC Act
[2] Impugned Order
[3] learned ARC

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Petitioner/tenant seeking leave to defend the Eviction Petition under Section 14(1)(e) read with Section 25B of the DRC Act was dismissed and an Order of eviction was consequently passed in favour of the Respondent/Landlord in respect of **Shop bearing Municipal No. 1069, Ground Floor, Maliwara, Chandni Chowk, Delhi-110006, admeasuring approximately 5.80 sq. metres**[4].

BRIEF FACTS:

2. The Respondent instituted the Eviction Proceedings by filing the **Eviction Petition dated 22.05.2025**[5] claiming himself to be the owner and landlord of the subject premises and pleading his *bona fide* requirement thereof for commercial purposes. It was his case that he is a senior citizen and has been engaged in the jewellery business for several decades.

3. The Respondent pleaded that he had purchased the subject premises from the erstwhile owner, M/s J.R. Bashesharnath H.U.F., through its Karta, Sh. Kishan Lal, *vide* **registered Sale Deed dated 11.04.2013**[6], and that the Petitioner was already in occupation as a tenant of the erstwhile owner. Upon acquisition of the property, the Respondent claimed to have stepped into the shoes of the erstwhile landlord and thereafter collected rent from the Petitioner.

4. The Respondent further pleaded that the subject premises is situated on the ground floor in a prominent commercial market at Maliwara, Chandni Chowk and is particularly suited for the jewellery business. The requirement pleaded was not merely for the Respondent's own use but also in the context of settling the business

[4] Subject premises
[5] Eviction Petition
[6] Sale Deed

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interests of his grandson, Mr. Gokul Modi, who, according to the Eviction Petition, had completed a course in diamonds and intended to establish an independent business in the jewellery/diamond trade. The Respondent asserted that the existing accommodation available to the family was insufficient and that the subject premises was commercially suitable for the proposed requirement.

5. The Petitioner entered appearance and sought leave to defend *vide* **Application seeking leave to defend dated 25.06.2025**[7]. The principal objections raised before the learned ARC included a challenge to the Respondent's ownership and the landlord-tenant relationship, an objection to the correctness of the site plan, a challenge to the genuineness and evidentiary value of the rent receipts, a denial of the *bona fide* requirement and an assertion regarding availability of alternative accommodation.

6. The learned ARC, after considering the Eviction Petition, the Leave to Defend Application, the Reply dated 30.10.2025 and the Rejoinder dated 09.01.2026, found that no triable issue had been disclosed. The learned ARC held that the landlord-tenant relationship stood established; that the bona fide requirement pleaded by the Respondent was genuine; and that the Petitioner had failed to disclose any reasonably suitable alternative accommodation which could defeat the Respondent's claim. The Leave to Defend Application was accordingly dismissed and the Eviction Order followed.

7. Aggrieved by the aforesaid Order, the present Revision Petition has been preferred. Though the memorandum of Revision contains several averments, the challenge, as canvassed before this Court,

[7] Leave to Defend Application

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essentially rests upon three principal grounds: *first*, an alleged discrepancy between the site plan depicting the subject premises as rectangular and the competing site plan relied upon by the Petitioner depicting the premises as L-shaped; *second*, the contention that the rent receipts relied upon by the Respondent bear the signatures of Mr. Kishan Kumar and Mr. Shiv Kumar and not of the Petitioner, i.e., Mr. Babu Lal; and *third*, the assertion that the learned ARC failed to properly consider the availability of alternative accommodation particularly with respect to the ground floor of the **Property bearing number 1072, Maliwara, Chandni Chowk, Delhi**[8].

SUBMISSIONS ON BEHALF OF THE PARTIES:

8. Learned counsel for the Petitioner submits that the site plan filed by the Respondent does not correctly depict the subject premises and that the discrepancy in its shape and dimensions goes to the root of the eviction proceedings. It is argued that the learned ARC failed to appreciate that the Petitioner had placed a competing site plan on record and, despite the resulting dispute regarding the identity and extent of the tenanted premises, proceeded to pass the Eviction Order without resolving the same.

9. Learned counsel for the Petitioner further submits that the rent receipts relied upon by the Respondent do not bear the signatures of the Petitioner, Mr. Babu Lal, but are stated to have been signed by Mr. Kishan Kumar and Mr. Shiv Kumar. According to the Petitioner, such receipts cannot establish either the payment of rent by him to the Respondent or the existence of a landlord-tenant relationship between the parties. It is therefore contended that the very foundational

[8] Property bearing No. 1072

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ingredient of an eviction petition under Section 14(1)(e) of the DRC Act remained in dispute and constituted a triable issue.

10. On the question of alternative accommodation, learned counsel for the Petitioner submits that the Respondent owns and/or has access to other properties, particularly the properties bearing Nos.1067, 1070, 1071 and 1072, Maliwara, Chandni Chowk, as also another property bearing No.932, Kucha Kabil Attar, Chandni Chowk. It is contended that the learned ARC failed to properly appreciate the material placed on record concerning these properties, and in particular, the property bearing number 1072, and mechanically accepted the Respondent's assertion that no reasonably suitable alternative accommodation was available.

11. ***Per Contra***, learned counsel appearing on behalf of the Respondent, however, supports the Impugned Order in its entirety and submits that the present proceedings are confined to the limited revisional jurisdiction exercisable by this Court under the proviso to Section 25-B(8) of the DRC Act. He submits that the Petitioner is seeking a reappreciation of the evidence. He submits that this Court, while exercising its revisional jurisdiction, is not required to re-appreciate the material on record or undertake a fresh examination of the merits of the case as an appellate court. It is submitted that unless the Impugned Order suffers from any jurisdictional error, material irregularity, perversity or patent illegality warranting interference in exercise of revisional jurisdiction, no interference is called for.

12. No other submissions were advanced on behalf of the parties.

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ANALYSIS:

13. This Court has heard learned counsel for the parties at length and, with their able assistance, perused the relevant documents as also the Impugned Order.

14. Before dealing with the individual grounds, it is necessary to delineate the jurisdiction exercised by this Court under the *proviso* to Section 25B(8) of the DRC Act. The jurisdiction is supervisory and not appellate. The High Court is required to examine whether the order of the learned Rent Controller is according to law and whether the decision-making process suffers from an error apparent, illegality or material irregularity. The revisional jurisdiction does not authorise a wholesale re-appreciation of the material as if this Court were exercising appellate jurisdiction.

15. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in ***Sarla Ahuja v. United India Insurance Co. Ltd.***[9], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[10], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[11] has emphasised that the proviso to Section 25B(8) confers a restricted revisional jurisdiction and that the High Court is not expected to substitute its own view for that of the learned Rent Controller by undertaking a roving inquiry. The exercise, therefore, is not to determine whether another view of the material is theoretically possible, but whether the conclusion reached by the learned ARC is one which is legally sustainable on the material before it. The relevant

[9] (1998) 8 SCC 119
[10] (2014) 9 SCC 78
[11] (2022) 6 SCC 30

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observations of the Hon'ble Supreme Court in ***Abid-Ul-Islam*** (supra) read as under:

> "**23.** The proviso to Section 25-B(8) gives the High Court exclusive power of revision against an order of the learned Rent Controller, being in the nature of superintendence over an inferior court on the decision-making process, inclusive of procedural compliance. Thus, the High Court is not expected to substitute and supplant its views with that of the trial court by exercising the appellate jurisdiction. Its role is to satisfy itself on the process adopted. The scope of interference by the High Court is very restrictive and except in cases where there is an error apparent on the face of the record, which would only mean that in the absence of any adjudication per se, the High Court should not venture to disturb such a decision. There is no need for holding a roving inquiry in such matters which would otherwise amount to converting the power of superintendence into that of a regular first appeal, an act, totally forbidden by the legislature."

16. In view of the foregoing discussion, the position which emerges is that, while exercising jurisdiction under the *proviso* to Section 25B(8) of the DRC Act, this Court is neither required nor permitted to undertake a fresh appreciation of the material on record with a view to arrive at an independent conclusion on the merits of the dispute. Interference would be warranted only where the Impugned Order suffers from a jurisdictional error, manifest illegality, material irregularity or perversity, or where the conclusion arrived at by the learned ARC is wholly unreasonable or founded upon an erroneous premise of law. Equally, where a material plea has been left unconsidered, or the decision-making process otherwise discloses an error apparent on the face of the record, exercise of revisional jurisdiction may be warranted.

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17. It is within this limited but meaningful supervisory jurisdiction that the three objections raised by the Petitioner against the Impugned Order fall for consideration.

I. SITE PLAN

18. The first ground of challenge relates to the site plan of the Subject Premises. The Petitioner contends that whereas the site plan filed by the Respondent depicts the Subject Premises as rectangular in shape, the site plan relied upon by the Petitioner depicts it as L-shaped. According to the Petitioner, this discrepancy raises a dispute regarding the actual identity and configuration of the tenanted premises and, therefore, constitutes a triable issue warranting leave to defend.

19. In this regard, it would be apposite to notice the findings recorded by the learned ARC in the Impugned Order while dealing with the aforesaid objection. The relevant observations read as under:-

> "16. Firstly, it is contended that the site plan filed by the petitioner does not reflect the actual position of the premises. However, barring some differences, identity and extent of the tenanted premises as shown by the petitioner and the respondent in the counter site plan are the same. Moreover, it is trite to state that there is no requirement of the landlord to set out exactly what area is required in terms of giving measurement. Reliance in this regard is placed upon the order of Hon'ble High Court of Delhi in RC Rev. No. 224/2023, **Sharad Jain Vs. Jayanti Jain Prasad, dated 28.01.2025.**"

20. The contention, however, does not merit acceptance. A discrepancy in the depiction of a premises in a site plan cannot, by itself, constitute a triable issue. The relevant enquiry is whether the alleged discrepancy creates any genuine uncertainty regarding the identity or extent of the premises in respect of which eviction is sought, or otherwise has a material bearing on the landlord's claim. In

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the present case, the answer is clearly in the negative. The Subject Premises has consistently been identified as Shop No.1069, Ground Floor, Maliwara, Chandni Chowk, Delhi, and its approximate area of 5.80 square metres has also been specified. More importantly, the Petitioner himself claims to be in possession of the very premises from which eviction is sought and has not suggested that the Respondent is seeking possession of any premises other than Shop No.1069. The dispute is therefore not as to *"which premises"* is the subject matter of the proceedings, but as to the precise manner in which its physical configuration has been graphically represented.

21. The Petitioner has, in fact, failed to demonstrate what substantive consequence flows from the alleged difference between a rectangular and an L-shaped depiction. There is no assertion, much less any material, to establish that the Respondent has sought possession of any area beyond the tenanted premises or that the competing depictions represent two materially different premises. In the absence of any such consequence or prejudice, the mere existence of differently shaped site plans cannot be elevated into a triable issue. A site plan is intended to facilitate identification and appreciation of the premises; it cannot be treated as an independent substantive requirement, divorced from the actual identity of the property and the rights asserted therein.

22. This approach is consistent with the decision of this Court in ***Rajender Kumar Pahuja v. Anup Narain Gaur***[12], wherein the Court examined the alleged discrepancy in the site plans in the context of whether it had any substantive bearing upon the identification and

[12] 2025 : DHC : 7617

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suitability of the premises, rather than treating the existence of competing depictions as sufficient, in itself, to warrant leave to defend. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "14. *Qua* the Site Plan filed by the respondent, interestingly, the very same petitioner has admitted the very same Site Plan in the replies filed in two other eviction petitions being E.No.46/2019 and E.No.27/2018 under *Section 14(1)(a)* and *(b)* of the Act respectively *inter se* the very same parties, which has been categorically observed by the learned ARC as well. The petitioner cannot, thus, be allowed to blow hot and cold, and plead contrary to his own earlier taken stand. Even otherwise, and as correctly pointed out by learned senior counsel for the respondent, the learned ARC has still, for the sake of arguments, proceeded to consider the contrary Site Plan(s) filed by the petitioner, and held that, keeping in view the subsequent Partition, Relinquishment and Sale Deeds, all of which were duly signed and registered, the division of possession amongst the respondent and his brother and sister was undoubted, and hence any inconsistencies, if there, were immaterial. Further, it was held that there were no material concealments in the Site Plan, since, even if the petitioner's best case is taken, some space on the first floor or the mezzanine of the leased out adjacent shop, were also held to be irrelevant for the purposes of the respondent's eviction petition based on the evidence on record. This Court does not find anything illegal/ unreasonable in the above findings of fact, and no case to interfere with the same, at this stage, is made out.
>
> 15. In any event, it must be borne in mind that the respondent was required to identify the subject premises as also give a Site Plan, but it was not incumbent upon him to give the exact Site Plan under such circumstances. Once it was established that the respondent was the landlord of the subject premises, of which he was admittedly not in possession, the issue of minor consistencies in the Site Plan, if any, fades into insignificance. More so, as held in ***Shakuntala Devi v. Mohan Das***[13], even the non-filing of site plan may not be fatal to the case of a landlord, depending on the facts and circumstances of the case.
>
> 16. Therefore, the said issue qua the Site Plan filed by the respondent is discarded."

23. The fact that the Petitioner placed his own site plan on record does not, by itself, alter the position. The Petitioner's act of filing a

[13] 2024:DHC:9368

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site plan merely places a rival depiction before the Court; it does not convert every difference between the two depictions into a triable issue. The Court must examine whether the alleged difference has legal or factual consequence. In the present case, none has been demonstrated.

24. Applying the aforesaid principles to the present case, the Petitioner has not been able to demonstrate any uncertainty or ambiguity regarding the subject premises, any enlargement of the area for which possession is sought, or any other consequence flowing from the alleged discrepancy. The objection, therefore, remains confined to the form of depiction and does not raise any issue requiring adjudication at trial. The learned ARC was consequently justified in declining to treat the alleged discrepancy in the site plans as a triable issue. Upon an independent consideration of the record, this Court finds no reason to take a different view.

II. RENT RECEIPTS AND LANDLORD-TENANT RELATIONSHIP

25. The second ground of challenge concerns the rent receipts relied upon by the Respondent. The Petitioner contends that the receipts do not bear his signatures, but are stated to have been signed by Mr. Kishan Kumar and Mr. Shiv Kumar. On this basis, it is argued that the receipts do not establish the existence of a landlord-tenant relationship between the Respondent and the Petitioner and that the learned ARC ought to have treated the issue as a triable one.

26. The learned ARC also examined the Petitioner's objection concerning the rent receipts and the alleged absence of a landlord-tenant relationship between the parties. The findings recorded in the Impugned Order on this aspect are reproduced hereinbelow:—

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"**LANDLORD-TENANT RELATIONSHIP**

9. As far as the landlord-tenant relationship is concerned, the respondent has disputed the same. It is contended that the respondent has never paid rent to the petitioner. It is further stated that the documents relied by the petitioner regarding ownership of property are not valid. However, the respondent has himself stated to be the tenant in the demised premises. Therefore, the respondent being a tenant cannot challenge the title of the original landlord or his successor in interest. In this regard it is necessary to mention the law laid down in the judgment titled as **Rajender Kumar Sharma vs. Smt. Leela Wati reported as 155 (2008) DLT 383**, the Hon'ble High Court of Delhi held that:

> *"...It is settled law that for the purpose of section 14 (1) (e) of Delhi Rent Control Act, a landlord is not supposed to prove absolute ownership as required under Transfer of Property Act. He is required to show only that he is more than a tenant. In this case, the landlady had placed on record the documents by which she became owner. The attornment given by the erstwhile landlord in her favour as well as an admission made by the tenant by filing petition under section 27 of Delhi Rent Control Act acknowledgement the landlordship of landlady. Thus, the conclusion arrived at by the ARC regarding ownership and relationship of landlord and tenant were based on sound legal position and the cogent material before it...."*

10. Hence, the objection with respect to title deeds of petitioner also does not amount to any triable issue as imperfectness of title does not bar a petition u/s 14 (1) (e) of the DRC Act. In this regard, it is important to bear in mind the principle laid down in the case of ***Sh. Bharat Bhushan Vs. Arti Techchandani 2008 (153) DLT 247*** which is as follows: -

> *"The concept of ownership in a landlord-tenant litigation governed by the Delhi Rent Control Act, has to be distinguished from the one in a title suit. If the premises was let out by a person and after his death, the premises has come in the hands of beneficiary under a Will, the tenant has no right to challenge the title of such a beneficiary. If on the death of the original owner the tenant has any doubt as to who was the owner of the premises, he is supposed to file an interpleader suit impleading all the legal heirs of the deceased and ask the Court to decide as to who shall be the landlord/owner after the death of the original owner."*

11. The principle is very clear that once a tenant always a tenant. **The tenant cannot dispute the title of his landlord or his successor-in-interest.** Therefore, the said contention that the title documents are not valid, is of no assistance to the respondent. The

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Hon'ble Supreme Court in the case of **Bansraj Laltaprasad Mishra v. Stanley Parker Jones (2006) 3 SCC 91** had held that:

> *"...13. The underlying policy of section 116 is that where a person has been brought into possession as a tenant by the landlord and if that tenant is permitted to question the title of the landlord at the time of the settlement, then that will give rise to extreme confusion in the matter of relationship of the landlord and tenant and so the equitable principle of estoppel has been incorporated by the legislature in the said section.*

12. **The principle is very clear that once a tenant always a tenant.** The tenant cannot dispute the title of his landlord or his successor-in-interest. Further, the law in this regard has been elaborately dealt with in the case of **Ramesh Chand vs. Uganti Devi reported as 157 (2009) DLT 450** the Hon'ble High Court of Delhi held:

> *"..... The imperfectness of the title of the premises cannot stand in the way of an eviction petition under section 14 (1) (e) of the DRC Act, neither the tenant can be allowed to raise the plea of imperfect title or title not vesting in the landlord and that too when the tenant has been paying rent to the landlord. Section 116 of the Evidence Act creates estoppels against such a tenant.* ***A tenant can challenge the title of landlord only after vacating the premises and not when he is occupying the premises.****"*

13. **Thus, a tenant is stopped from challenging the ownership or denying the title of the landlord without vacating the premises.** No interpleader suit is stated to have been filed by the respondent. Also, the tenant has no locus to challenge the transfer of ownership in favour of the landlord. It is also pertinent to note that the law does not require any attornment as a pre-requisite on the part of the tenant for affirming the title of the landlord. It is well settled that if the transfer of the landlord's title is valid, even if the tenancy is not attorned in favour of the transferee, the lease continues. Thus, a transferee of the landlord's rights, steps into the shoes of the landlord with all the rights and liabilities of the transferor landlord in respect of the subsisting tenancy. *Thus, attornment in favour of the new landlord is unnecessary to confer validity to the transfer of the landlord's rights and there is no such statutory requirement.* Reference may be made to the case of **Hajee K. Assainar vs. Chacku Joseph AIR 1984 Ker 113**. *Hence, the said contention is devoid of merits.*14. Accordingly, it can be stated that the petitioner is the owner/landlord of the tenanted premises and the respondent is the tenant in the said premises. ***Thus, the first ingredient of landlord-tenant relationship between the parties in the present case, stands established."***

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27. The submission advanced by the learned counsel for the Petitioner before this Court, however, proceeds by examining the rent receipts in isolation from the pleadings of the parties. The material on record has to be appreciated as a whole. The Respondent's specific case is that the Petitioner, Mr. Babu Lal, was the tenant in the subject premises and that the rent was being tendered on his behalf by his brothers, Mr. Kishan Kumar and Mr. Shiv Kumar. Significantly, the Petitioner has not set up any positive case explaining his possession of the Subject Premises in any capacity other than that of a tenant. The objection, therefore, merely questions the identity of the person who signed the individual rent receipts; it does not, by itself, establish that the Petitioner was not the tenant.

28. There is an obvious distinction between the person who physically tenders or acknowledges payment of rent and the person in whose capacity the tenancy is held. The mere fact that rent receipts were signed by family members cannot, without further material, lead to the inference that the tenancy itself was held by those family members or that the Petitioner had no landlord-tenant relationship with the Respondent. The relevant enquiry is whether the material on record, read cumulatively, discloses a *prima facie* tenancy between the parties. In the present case, the Petitioner has not pointed to any document or circumstance establishing that the tenancy stood in the name of either Mr. Kishan Kumar or Mr. Shiv Kumar, nor has he identified any person whom he asserts to be the actual tenant in his place.

29. The objection assumes still greater significance when viewed against the nature of the proceedings under Section 14(1)(e) of the DRC Act. At the stage of considering an application for leave to

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defend, the tenant is required to disclose facts which, if proved, would disentitle the landlord from obtaining an eviction order. A dispute which merely rests upon the fact that a rent receipt was signed by another person, without disclosing how that circumstance negates the Petitioner's own status as tenant, does not meet that threshold.

30. The same conclusion follows from the Petitioner's failure to furnish any coherent alternative explanation for his continued occupation of Shop No.1069. If the Petitioner was not the tenant, as is sought to be suggested, it was incumbent upon him to disclose the basis upon which he was occupying the premises and the person under whose tenancy he claimed such possession. A bare challenge to the signatures appearing on rent receipts, in the absence of such an explanation, does not transform the existence of the tenancy into a triable issue.

31. The position in law is also settled that, for the purposes of Section 14(1)(e) of the DRC Act, the landlord is not required to establish title in the manner required in a civil suit for declaration of title. It is sufficient if the landlord establishes a title better than that of the tenant. In ***Rajender Kumar Sharma v. Leela Wati***[14], this Court held that a tenant cannot raise a bald denial of the landlord's ownership without disclosing the person whom he asserts to be the actual owner. The principle is equally relevant here that a mere denial of the landlord-tenant relationship, unsupported by any positive case as to the Petitioner's status in the premises, cannot by itself constitute a triable issue. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

[14] 2008 SCC OnLine Del 1085

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> "**11.** The tenant in this case denied relationship of landlord and tenant and the ownership of the landlady despite the fact that it had admitted this relationship by filing two petitions under Section 27 of Delhi Rent Control Act. Where a tenant denies ownership of landlord, he is obliged to disclose who was owner/landlord and to whom rent was being paid. The tenant made preposterous claims in respect of accommodation available with the landlady and included in this the areas which were not owned and not in possession of the landlady. He included second floor of the property which was owned by some other person and was in possession of other person. He included adjoining property which was not owned by landlady and was owned by other persons. Thus, the affidavit filed by the tenant was shown to be false by the landlady on the basis of documents placed by it. No Rent Controller is supposed to grant leave to defend to the tenant on the basis of a false affidavit and false averments and assertions. Such affidavit should be out rightly rejected by the Rent Controller. Only those averments in the affidavit are to be considered by the Rent Controller which have same substance in it and are supported by some material. Mere assertions made by a tenant in respect of landlord's ownership of other buildings and in respect alternate accommodation are not to be considered sufficient for grant of leave to defend. If this is allowed, the whole purpose of Section 25-B shall stand defeated and any tenant can file a false affidavit and drag a case for years together in evidence defeating the very purpose of the statute. The Rent Controller is thus not precluded from considering the material placed before it by the landlord in response to leave to defend to show that the tenant's assertions and averments were totally false."

32. The same principle also finds support in ***Attar Singh v. Tahoora Khwaja***[15], wherein this Court, relying upon ***Praladh Singh Rekhi v. Smt. Bhawani Devi*** [16], cautioned against permitting proceedings under Section 14(1)(e) to be converted into an occasion for the tenant to raise disputes which do not materially bear upon the landlord's entitlement to seek eviction. The principle is apposite here. A dispute regarding the manner in which rent was acknowledged, without any substantive material displacing the Petitioner's status as tenant or establishing a competing right in the premises, cannot by

[15] 2012 SCC OnLine Del 4088
[16] (2004) 113 DLT 137

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itself defeat the Respondent's claim or constitute a triable issue. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**12.** In ***Praladh Singh Rekhi* v. *Smt Bhawani Devi*** (2004) 113 DLT 137, a bench of this Court while dealing with a similar objection and on the concept of ownership in proceedings under Section 14(1)(e) of the DRCA had noted as follows:
>
> > "..The proceedings under the said Act cannot be converted and utilized by a tenant to prevent eviction merely on the ground that he seeks to cast doubt on the title of the property which has been inherited when there is really no one else claiming right to the property."

33. In the present case, the Respondent has also placed reliance upon the registered Sale Deed dated 11.04.2013 under which he claims to have acquired the subject premises from the erstwhile owner. The Petitioner has not demonstrated any superior title or any independent right of possession in himself. Thus, even if the rent receipts are considered separately from the other material, the Petitioner has failed to show how the fact that they were signed by Mr. Kishan Kumar and Mr. Shiv Kumar creates a genuine dispute regarding his own tenancy.

34. The objection, therefore, does not go to the existence of the tenancy in any meaningful sense. At its highest, it raises a question regarding the manner in which rent was tendered or acknowledged on particular occasions. That circumstance, without more, cannot displace the Respondent's case regarding the Petitioner's tenancy or constitute a fact which, if proved, would disentitle the Respondent from seeking eviction.

35. The learned ARC was, therefore, justified in declining to treat the objection concerning the signatures on the rent receipts as a triable issue. Upon an independent consideration of the pleadings and

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material on record, this Court finds no infirmity in that conclusion and no basis for interference in revisional jurisdiction.

III. ALTERNATIVE ACCOMMODATION

36. The third and final contention raised by the Petitioner is with respect to property No.1072. It is contended that the said property is lying vacant and is available to the Respondent and, therefore, constitutes reasonably suitable alternative accommodation for the commercial requirement pleaded in respect of the Subject Premises. According to the Petitioner, the availability of Property No.1072 itself belies the *bona fide* requirement of the Respondent.

37. Since the principal challenge raised by the Petitioner concerns the alleged availability of Property No. 1072 as alternative accommodation, it is necessary to notice the findings recorded by the learned ARC upon consideration of the pleadings and material placed before it. The relevant portion of the Impugned Order reads as under:—

> "**ALTERNATE ACCOMMODATION**
>
> 21. With regard to the plea of alternative accommodation, it is contended by the respondent that the petitioner already has alternative accommodation suitable for his projected bonafide requirement. It is contended that the petitioner has alternative accommodations in the form of *i) property bearing no. 1070, Maliwara Chandni Chowk, Delhi (ii) property bearing no. 1071, Maliwara, Chandni Chowk, Delhi (iii) property bearing no. 1072, Maliwara, Chandni Chowk, Delhi and (iv) property bearing no. 932, Kucha Kabil Attar, Chandni Chowk, Delhi.* However, it is a well settled proposition of law that it is not sufficient that any kind of the property should be available to the petitioner/landlord to rule out the benefit of 14(1)(c) of D.R.C. Act. The property available with the petitioner/landlord should also be reasonably suitable property. In ***M M Quasim vs Manohar Lal Sharma, (1981) 3 SCC 36***, the Apex Court has held that the landlord does not have an unfettered right to choose the premises *but merely showing that the landlord has some other vacant premises in his possession may not be sufficient to negative the landlord's claim if the vacant premises*

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were not suitable for the purpose for which he required the premises. Furthermore, it is the prerogative of the landlord to determine which premises best suits his requirements. It is trite to state that an alternative accommodation, to entail denial of claim of landlord, must be reasonably suitable, obviously in comparison with tenanted premises, wherefrom the landlord is seeking eviction. It is pertinent to note here the judgment of the Hon'ble Apex Court in ***Abid-ul-Islam Vs. Inder Sain Dua, Civil Appeal No. 9444 of 2016*** where it was stated by the Hon'ble Court that requirement is the existence of bona fide need, when there is no other "reasonably suitable accommodation". Therefore, there has to be satisfaction on two grounds, namely, (i) the requirement being bona fide and (ii) the non-availability of a reasonably suitable residential accommodation. ***Such reasonableness along with suitability is to be seen from the perspective of the landlord and not the tenant.***

22. In the present case, as far as properties bearing no. 1070, 1071 and 1072, Maliwara, Chandni Chowk, Delhi-110006, petitioner has already mentioned that they were disclosed in his eviction petition. The petitioner owns the aforesaid properties and is in occupation of the same. *Per contra*, no material has been placed by the respondent to show that the said properties are lying vacant. Hence, the said property cannot be said to be available to the petitioner for denial of the claim of the tenanted premises. *Thus, no triable issue arises on this account.*

23. As far as contention with respect to alternative accommodation in the form of another property *situated at property bearing no. 932, Kucha Kabil Attar, Chandni Chowk, Delhi*, the petitioner has categorically stated that he has no concern with the said property. No material has been produced by the respondent as well to show that the said property belongs to the petitioner. Reference is made to the judgment of the Hon'ble High Court of Delhi in the case of **Lalta Prasad Gupta Vs. Sita Ram, 2017 SCC Online Del 13026**, wherein it was held as under: -

> *"18. Thus, if the tenant seeks leave to defend controverting the requirement pleaded by landlord on the ground of the landlord, though at the time of requirement having alternate premises, having not used the same and instead having commercially exploited the same,* ***the tenant must plead*** *(a) the particulars of such premises; (b) the right/title of the landlord to the same; (c)* ***that the said premises were vacant and available for use at the time of pleaded requirement of landlord; (d) how the said premises were suitable for the pleaded requirement; and*** *(e) how the landlord has deprived himself thereof i.e. by sale or letting and support the said pleas with material on the basis whereof such pleas will be proved."*

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24. However, bald averment has been made without placing any material on record which would result in a triable issue qua the suitability of the said purported alternative accommodations. Evidently, as per record the respondents have not filed any document to substantiate his plea. The photographs of said properties showing closed rooms/properties cannot prove that the properties belong to the petitioner. As discussed above, the alternative must be reasonably suitable in comparison to the tenanted premises from the perspective of the landlord to entail denial of claim of landlord. *Therefore, no triable issue arises in this regard as well.*

25. Furthermore, it is also pertinent to note that the Hon'ble Supreme Court in **Abid-ul-Islam Vs. Inder Sain Dua, (2022) 6 SCC 30** has held for availing leave to defend a mere assertion by the tenant is insufficient. **Section 14 (1) (e) of the Act creates a presumption in favour of the landlord regarding *bona fide need*, which is rebuttable only with substantive material capable of raising a *triable issue*. It was further held that the burden of proof is on the tenant to demonstrate, with cogent evidence, that the landlord's requirement is not genuine. The Court also reiterated the settled principle of law that leave to defend should not be granted on mere asking but when the pleas and contentions raise triable issues.**

26. Further, in the case titled as **Ragavendra Kumar Vs. Firm Prem Machinery 2000 SC 534**, it was observed as under: -

> *"It is settled position of law that the landlord is best judge of his requirement for residential or business purpose and he has got complete freedom in the matter. (See: Prativa Devi (Smt.) v. T.K. Krishnan, [1996] 5 SCC 353. In the case in hand the plaintiff-landlord wanted eviction of the tenant from the suit premises for starting his business as it was suitable and it cannot be faulted."*

27. Even otherwise, it is the prerogative of the landlord to determine which premises best suits his requirements. It is trite to state that an alternative accommodation, to entail denial of claim of landlord, must be reasonably suitable, obviously in comparison with tenanted premises, wherefrom the landlord is seeking eviction. The Hon'ble Supreme Court and the Delhi High Court have repeatedly held that the Courts are not to sit in the armchair of the landlord and dictate as to how the available property of the landlord is to be best utilized by him. The landlord is the absolute owner of his property and is the best person to decide which property is to be utilized in what way. The respondent cannot dictate as to how the landlord is to utilize his property. The landlord possesses the prerogative to determine their specific requirements, exercising full autonomy in this regard. It is not within the purview of the courts to impose directives on the landlord regarding the nature or quality of their chosen usage of the

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> tenanted premises. Therefore, the courts refrain from prescribing any standard or guidelines for the landlord's choices (residential or commercial). Reliance is placed upon the decision of the Hon'ble Delhi High Court in case of ***Praveen & Anr. Vs. Mulak Raj & Ors., RC Rev. 417/2016*** in this regard. *Therefore, the said contention is a bald averment and without any particulars of any purported alternative accommodation, does not amount to any triable issue.*
> 28. **Hence, I find that the respondent has failed to raise any triable issue on the aspect of alternative accommodation as well.**"

38. It is pertinent to mention here that the contention that the learned ARC failed to consider the availability of alternative accommodation does not find support from the record itself. The Respondent, in the Eviction Petition itself, had disclosed Property No.1072 as well as the other properties owned/available to him and had specifically explained their respective status and use.

39. Thus, this is not a case where the Respondent sought to suppress the existence of any other property and, consequently, invited an adverse inference on that account. The learned ARC, upon consideration of the pleadings and material placed before it, examined the properties relied upon by the Petitioner and recorded its findings on their availability and suitability. The challenge, therefore, is not one of non-consideration of the relevant material, but essentially seeks a different appreciation of the same material.

40. More importantly, the Petitioner's submission proceeds on the assumption that the mere existence or alleged vacancy of another property is sufficient to constitute alternative accommodation. Such an approach does not accord with the statutory requirement under Section 14(1)(e) of the DRC Act. What is required to be shown is the existence of accommodation which is reasonably suitable for the particular requirement pleaded by the landlord. Suitability is not an

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abstract concept. The question of suitability has to be necessarily assessed having regard to the nature of the requirement, the intended use, location, commercial utility and other attendant circumstances.

41. In the present case, the requirement pleaded by the Respondent is specifically commercial in nature. The Subject Premises is a ground-floor commercial shop situated in Maliwara, Chandni Chowk, and the Respondent has pleaded its requirement in the context of the jewellery business and the proposed commercial activity of his grandson, who, according to the Eviction Petition, has undergone specialised training in the diamond trade. The location and character of the Subject Premises are, therefore, not incidental considerations but form part of the commercial suitability for which the premises is sought.

42. Against this factual backdrop, the Petitioner has not placed any material to demonstrate that Property No.1072, even assuming that it is presently vacant, constitutes reasonably suitable alternative accommodation for the specific requirement pleaded by the Respondent. Vacancy, by itself, does not establish suitability. Nor can the Court presume, merely because another premises may be vacant, that it is equally suitable for the proposed commercial use or that the landlord must necessarily utilise that premises instead of the premises from which possession is sought.

43. The Petitioner's approach is to treat the mere existence of other portions/properties as sufficient to defeat the eviction claim. That is not the statutory test. A property cannot become *"reasonably suitable"* merely because it bears the same ownership or is physically proximate. Its suitability must be assessed in relation to the precise need pleaded. The Petitioner cannot simply aggregate every property

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standing in or associated with the Respondent's family and, without examining its actual possession and use, characterise the aggregate as *"alternative accommodation"*. This is precisely where the Petitioner's case fails to cross the threshold from assertion to material.

44. The Hon'ble Supreme Court in ***Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta***[17], has recognised that the question of bona fide requirement and suitability of accommodation has to be examined in the context of the landlord's requirement and that the Court ought not to substitute its own assessment of the accommodation required by the landlord. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "12. A perusal of Section 14 of the Act shows that the law has imposed restrictions on the recovery of possession of any premises by a landlord from a tenant notwithstanding any law or contract to the contrary. However, an order for recovery of possession is permissible on one or more of the specified grounds. One such ground is the premises let for residential purposes being required bona fide by the landlord for occupation as residence for himself or for any member of his family dependent on him. What is a bona fide requirement is not defined in the Act. The words "need" and "require" both denote a certain degree of want with a thrust within demanding fulfilment. "Need" or "requirement" qualified by the word "bona fide" or "genuine" preceding as an adjective — is an expression often used in rent control laws. "Bona fide or genuine need" of the landlord or that the landlord "genuinely requires" or "requires bona fide" an accommodation for occupation by or use for himself is an accepted ground for eviction and such expression is often employed by rent control legislation draftsman. The two expressions are interchangeable in practice and carry the same meaning.
>
> 13.***Chambers 20th Century Dictionary*** defines bona fide to mean "in good faith : genuine". The word "genuine" means "natural : not spurious : real : pure : sincere". In *Law Dictionary*, Mozley and Whitley define bona fide to mean "good faith, without fraud or deceit". Thus the term bona fide or genuinely refers to a state of mind. Requirement is not a mere desire. The degree of intensity contemplated by "requires" is much more higher than in mere desire. The phrase "required bona fide" is suggestive of legislative

[17] (1999) 6 SCC 222

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intent that a mere desire which is the outcome of whim or fancy is not taken note of by the rent control legislation. A requirement in the sense of felt need which is an outcome of a sincere, honest desire, in contradistinction with a mere pretence or pretext to evict a tenant, on the part of the landlord claiming to occupy the premises for himself or for any member of the family would entitle him to seek ejectment of the tenant. Looked at from this angle, any setting of the facts and circumstances protruding the need of the landlord and its bona fides would be capable of successfully withstanding the test of objective determination by the court. The judge of facts should place himself in the armchair of the landlord and then ask the question to himself — whether in the given facts substantiated by the landlord the need to occupy the premises can be said to be natural, real, sincere, honest. If the answer be in the positive, the need is bona fide. The failure on the part of the landlord to substantiate the pleaded need, or, in a given case, positive material brought on record by the tenant enabling the court drawing an inference that the reality was to the contrary and the landlord was merely attempting at finding out a pretence or pretext for getting rid of the tenant, would be enough to persuade the court certainly to deny its judicial assistance to the landlord. Once the court is satisfied of the bona fides of the need of the landlord for the premises or additional premises by applying objective standards then in the matter of choosing out of more than one accommodation available to the landlord his subjective choice shall be respected by the court.The court would permit the landlord to satisfy the proven need by choosing the accommodation which the landlord feels would be most suited for the purpose; the court would not in such a case thrust its own wisdom upon the choice of the landlord by holding that not one but the other accommodation must be accepted by the landlord to satisfy his such need. In short, the concept of bona fide need or genuine requirement needs a practical approach instructed by the realities of life. An approach either too liberal or too conservative or pedantic must be guarded against.

14. The availability of an alternative accommodation with the landlord i.e. an accommodation other than the one in occupation of the tenant wherefrom he is sought to be evicted has a dual relevancy. Firstly, the availability of another accommodation, suitable and convenient in all respects as the suit accommodation, may have an adverse bearing on the finding as to the bona fides of the landlord if he unreasonably refuses to occupy the available premises to satisfy his alleged need. Availability of such circumstance would enable the court drawing an inference that the need of the landlord was not a felt need or the state of mind of the landlord was not honest, sincere, and natural. Secondly, another principal ingredient of clause (*e*) of sub-section (1) of Section 14, which speaks of non-availability of any other reasonably suitable

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residential accommodation to the landlord, would not be satisfied. Wherever another residential accommodation is shown to exist as available then the court has to ask the landlord why he is not occupying such other available accommodation to satisfy his need. The landlord may convince the court that the alternative residential accommodation though available is still of no consequence as the same is not reasonably suitable to satisfy the felt need which the landlord has succeeded in demonstrating objectively to exist. Needless to say that an alternative accommodation, to entail denial of the claim of the landlord, must be reasonably suitable, obviously in comparison with the suit accommodation wherefrom the landlord is seeking eviction. Convenience and safety of the landlord and his family members would be relevant factors. While considering the totality of the circumstances, the court may keep in view the profession or vocation of the landlord and his family members, their style of living, their habits and the background wherefrom they come.

16. As to impact of availability of another vacant accommodation with the landlord it was held in ***Damodar case*** [AIR 1960 MP 345 (FB)] that it must satisfy the test of suitability for satisfying the need of the landlord.

18. In ***M.M. Quasim*** **v.** ***Manohar Lal Sharma*** [(1981) 3 SCC 36 : AIR 1981 SC 1113] this Court has held (vide para 18) that the landlord does not have an unfettered right to choose the premises but merely showing that the landlord has some other vacant premises in his possession may not be sufficient to negative the landlord's claim if the vacant premises were not suitable for the purpose for which he required the premises. This Court cautioned that the court must understand and appreciate the relationship between the legal rules and necessities of life.

20. In ***Sarla Ahuja*** **v.** ***United India Insurance Co. Ltd.***[(1998) 8 SCC 119] this Court has held that the Rent Controller should not proceed on the assumption that the landlord's requirement is not bona fide. When the landlord shows a prima facie case a presumption that the requirement of the landlord is bona fide is available to be drawn. It is not for the tenant to dictate terms to the landlord as to how else he can adjust himself without giving possession of the tenanted premises. While deciding the question of bona fides of the requirement of the landlord, it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted himself."

45. The principle assumes significance in the present case. This Court is not required to determine whether Property No.1072 could, in some theoretical sense, be put to commercial use. The relevant enquiry is whether the Petitioner has shown that the said property is a

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reasonably suitable alternative for the precise commercial requirement pleaded by the Respondent. No such material has been placed on record. The Petitioner has, therefore, failed to move beyond a mere assertion of availability and establish the existence of an alternative accommodation which would answer the statutory test.

46. The Petitioner's argument, in substance, also seeks to require the Court to determine which of the Respondent's premises ought to be utilised for his commercial requirement. Such an exercise is impermissible. The Hon'ble Supreme Court in ***Ragavendra Kumar v. Firm Prem Machinery & Co.***[18], has recognised that the landlord is ordinarily the best judge of his requirement and that the suitability of accommodation has to be considered in the context of the landlord's proposed use. The requisite portion of the aforesaid Judgment is reproduced hereinbelow:

> "10. The learned Single Judge of the High Court while formulating the first substantial question of law proceeded on the basis that the plaintiff landlord admitted that there were a number of plots, shops and houses in his possession. We have been taken through the judgments of the courts below and we do not find any such admission. It is true that the plaintiff landlord in his evidence stated that there were a number of other shops and houses belonging to him but he made a categorical statement that his said houses and shops were not vacant and that the suit premises is suitable for his business purpose. It is a settled position of law that the landlord is the best judge of his requirement for residential or business purpose and he has got complete freedom in the matter. (See ***Prativa Devi* v. *T.V. Krishnan*** [(1996) 5 SCC 353] .) In the case in hand the plaintiff landlord wanted eviction of the tenant from the suit premises for starting his business as it was suitable and it cannot be faulted."

Similarly, in ***Raghunath G. Panhale v. M/s Chaganlal Sundarji & Co.***[19], the Court has clarified that *bona fide* requirement is not to be

[18] (2000) 1 SCC 679
[19] (1999) Supp. 3 SCR 629

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equated with an absolute or compelling necessity. The requisite portion of the aforesaid Judgment is reproduced hereinbelow:

> "**6.**The word "reasonable", in our view, connotes that the requirement or need is not fanciful or unreasonable. It cannot be a mere desire. The word "requirement" coupled with the word reasonable means that it must be something more than a mere desire *but need not certainly be a compelling or absolute or dire necessity* (***Aitken* v. *Shaw*** [1933 SLT 21] , ***Nevile* v. *Hardy*** [(1921) 90 LJ Ch 158 : 1 Ch 404]). A reasonable and bona fide requirement is something in between a mere desire or wish on one hand and a compelling or dire or absolute necessity at the other end. It may be a need in praesenti or within reasonable proximity in the future. The use of the word "bona fide" is an additional requirement under Section 13(1)(*g*) and it means that the requirement must also be honest and not be tainted with any oblique motive.
>
> **7.** The above principles have been laid down in various decisions of this Court and we shall refer to a few of them which are relevant to the issue before us. It was stated in ***Bega Begum* v. *Abdul Ahad Khan*** [(1979) 1 SCC 273] that the reasonable requirement postulates an element of "need" as opposed to a mere "desire or wish". It was also pointed out that if it was indeed a case of a reasonable need, the same could not be diluted by characterising it as only a mere desire. It was stated: (SCC Headnote)
>
> "The distinction between desire and need should doubtless be kept in mind but *not so as to make even a genuine need as nothing but a desire*."
>
> (emphasis supplied)
>
> It was also held that the language of the provision cannot be unduly stretched or strained as to make it impossible or extremely difficult for the landlord to get possession. If more limitations are imposed upon the landlord holding property, it would expose itself to the vice of unconstitutionality (***Yudhishter* v. *Ashok Kumar*** [(1987) 1 SCC 204]). The construction of the relevant statutory provision must strike a just balance between the right of the landlord and the right of the tenant. In ***Bega Begum case*** [(1979) 1 SCC 273] the landlords adduced evidence to show that they wanted to augment their present income by starting a hotel business. This was treated as a genuine need and it was held that it could not be equated with a mere desire. This Court observed that "the Act does not completely overlook the interest of the landlord". In ***Mattulal* v. *Radhe Lal*** [(1974) 2 SCC 365] a like principle was laid down stating that the test was not a subjective but an objective one and that the court was to judge whether the need of the landlord was reasonable and bona fide. This Court held that the Additional District Judge in that case was wrong in thinking that the landlord

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> who wanted to start an iron and steel business, had to produce proof of preparations for starting his new business, such as making arrangements for capital investment, approaching the Iron and Steel Controller for the required permits etc. This Court held that the above circumstances were "wholly irrelevant" and observed: (SCC p. 374, para 13)
> "It is difficult to imagine how the respondent could be expected to make preparations for starting the new business unless there was a reasonable prospect of his being able to obtain possession of the Lohia Bazar shop in the near future."

47. In these circumstances, even if the Petitioner's assertion regarding the vacancy of Property No.1072 is taken at its highest, the same does not disclose a triable issue. The Petitioner has failed to demonstrate, through cogent material, that Property No.1072 is, as a reasonably suitable premises, actually available to the Respondent for his use for the specific commercial requirement pleaded. The objection, therefore, remains at the level of assertion and does not cross the statutory threshold necessary to warrant leave to defend.

48. Accordingly, the finding of the learned ARC on this aspect does not suffer from any non-consideration of relevant material or from an erroneous application of the statutory test. Upon scrutiny of the reasoning adopted by the learned ARC and the material considered by it, this Court finds no basis to displace the conclusion reached by the learned ARC. The objection regarding alternative accommodation is, therefore, rejected.

IV. BONA FIDE REQUIREMENT

49. The aforesaid discussion also brings the Court to the foundational question as to whether the requirement pleaded by the Respondent is *bona fide* under Section 14(1)(e) of the DRC Act. In this regard, it would be apposite to notice the findings recorded by the learned ARC on the aspect of bona fide requirement. The relevant

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observations in the Impugned Order read as under:—

> "18. *Secondly*, it is contended on behalf of the respondent that the need of the petitioner is not bonafide as family of the petitioner is already part of his business. However, it is pertinent to note that a person cannot be expected to sit idle and reach a state of starvation before his need is considered bonafide. Reliance in this regard is placed upon the decision of Hon'ble Supreme Court in the case of **Raghunath G. Panhale Vs. M/s Chaganlal Sunderji & Co. AIR 1999 SC 3864 wherein it was observed that**
>
> > *"A landlord need not lose his existing job nor resign it nor reach a level of starvation to contemplate that he must get possession of his premises for establishing a business."*
>
> 19. Further, I also find it relevant to refer to the case of **Smt. Phool Kumari & Ors. Vs. Sh. Shyambir Tyagi RCR No. 318/2013 dated 01.10.2014**, wherein the landlord sought possession of the tenanted premises on the ground that he was unemployed and needed the premises to open a shop. The tenant denied that the landlord was unemployed. *The Hon'ble High Court of Delhi upheld the order of the Ld. Trial Court and observed that no triable issue was raised which warrant that the application for leave to defend be allowed.*
>
> Hence, the said contention is of no assistance to the respondent. It is a matter of common knowledge that litigation can continue for many years and therefore, the petitioners or their children or their grandchildren cannot expect to remain idle during the said period. From the record, it is clear that though the present petition was instituted in the May 2025, it is only in March 2026 that the leave to defend has reached the stage of order. Therefore, for these months, it would be unjust to expect the petitioners or their children or their grandchildren to remain idle and reach a state of starvation. Moreover, even if eviction order is passed, petitioners cannot obtain the possession of the premises till six months in view of Section 14(7) of the DRC Act. It is also pertinent to mention that in a society like ours, parents often see it as their moral obligation to settle even their adult children and make them economically independent. Therefore, the present petition filed by the petitioner for the bonafide requirement of providing space to his grandchildren for commercial requirement cannot be said to be malafide. *Hence, no triable issue arises in this regard.*20. Hence, ***I find the petitioner has been able to establish his Bonafide requirement for the tenanted premises.***"

50. The answer, upon an independent consideration of the material on record, has to be in the affirmative. The Respondent has not pleaded a vague or speculative desire to obtain possession of the

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subject premises. The requirement is stated in the context of his longstanding involvement in the jewellery business and the proposed use of the premises for the advancement of the same business, including the establishment of an independent commercial activity by his grandson, who, as pleaded, has undergone specialised training in the diamond trade.

51. The nature of the requirement is therefore intrinsically connected with an existing commercial activity and is not founded upon a remote or uncertain eventuality. The Respondent has disclosed the person for whose benefit the premises is required, the nature of the proposed business and the reason why the subject premises is considered suitable for such use. Nothing has been brought on record by the Petitioner to demonstrate that the pleaded requirement is a mere pretext devised for securing the Petitioner's eviction.

52. The expression *"bona fide requirement"* does not contemplate a requirement which must rise to the level of an absolute necessity before the landlord can seek eviction. It is necessary to reiterate that the Hon'ble Supreme Court in ***Shiv Sarup Gupta*** (supra), has explained that the requirement must be genuine and honest, and that the Court is not expected to substitute its own perception of the landlord's requirement for that of the landlord. The test is whether the need pleaded is real and *bona fide*, and not whether the Court would have made the same commercial choice in the circumstances.

53. The principle assumes particular relevance where the requirement is for carrying on or expanding business. In ***Raghunath G. Panhale*** (supra) the Supreme Court has recognised that bona fide requirement for business purposes cannot be reduced to a requirement arising only when the landlord is left with no other conceivable

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option. A landlord is entitled to establish or expand a business, and the Court cannot insist upon a standard of compelling necessity which the statute itself does not prescribe. The requisite portion of the aforesaid Judgment is reproduced hereinbelow:

> "9. Next comes the decision of this Court in ***A.K. Veeraraghava Iyengar* v. *N.V. Prasad*** [AIR 1994 SC 2357] . In that case, this Court observed that the need was bona fide and that the tenant failed to adduce any evidence against the "experience of landlord, his financial capacity and his readiness and willingness to start jewellery shop". In ***Vinay Kumar* v. *District Judge, Ghazipur***[1995 Supp (2) SCC 586] it was contended for the tenant that the son of the landlord whose requirement was pleaded, was in government service and, therefore, he could not have any bona fide need to start a private practice as a doctor. This contention was rejected. In ***Rena Drego* v. *Lalchand Soni*** [(1998) 3 SCC 341] it was observed that in the light of the factual position in that case, "when the landlady says that she needs more accommodation for her family, there is no scope for doubting the reasonableness of the requirement". It was held that the circumstances of the case raised a presumption that the requirement was bona fide and that "tenant has failed to show that the demand for eviction was made with any oblique motive". It was held that in the absence of such evidence by the tenant, the presumption of the bona fide need stood unrebutted. In ***Sarla Ahuja* v. *United India Insurance Co. Ltd.*** [(1998) 8 SCC 119] it was again observed that the court should not proceed on the assumption that the requirement of the landlord was not bona fide and that the tenant could not dictate to the landlord as to how he should adjust himself without getting possession of the tenanted premises.It was stated in ***Prativa Devi* v. *T.V. Krishnan*** [(1996) 5 SCC 353] and in ***Meenal Eknath Kshirsagar* v. *Traders and Agencies*** [(1996) 5 SCC 344] that the landlord was the best judge of his requirement.In ***Sheela Chadha* v. *Dr Achharaj Ram Sehgal*** [1990 Supp SCC 736] it was held that the landlord had the discretion to determine his need. See also in this connection the judgment of this Court in ***Shiv Sarup Gupta* v. *Dr Mahesh Chand Gupta*** [(1999) 6 SCC 222]. In ***Raj Kumar Khaitan* v. *Bibi Zubaida Khatun*** [(1997) 11 SCC 411] this Court had even stated that it was not necessary for the landlord to state in the pleadings, the nature of the business he proposed to start.
>
> 11. It will be seen that the trial court and the appellate court had clearly erred in law. They practically equated the test of "need or requirement" to be equivalent to "dire or absolute or compelling necessity". According to them, if the plaintiff had not permanently lost his job on account of the lockout or if he had not resigned his job, he could not be treated as a person without any means of

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> livelihood, as contended by him and hence not entitled to an order for possession of the shop. This test, in our view, is not the proper test. A landlord need not lose his existing job nor resign it nor reach a level of starvation to contemplate that he must get possession of his premises for establishing a business. The manner in which the courts have gone into the meaning of "lockout" in the Industrial Disputes Act, 1947 appears to us to be nothing but a perverse approach to the problem. One cannot imagine that a landlord who is in service should first resign his job and wait for the unknown and uncertain result of a long-drawn litigation. If he resigned his job, he might indeed end up in utter poverty. Joblessness is not a condition precedent for seeking to get back one's premises. For that matter assuming the landlord was in a job and had not resigned it or assuming that pending the long-drawn litigation he started some other temporary water business to sustain himself, that would not be an indication that the need for establishing a grocery shop was not a bona fide or a reasonable requirement or that it was motivated or was a mere design to evict the tenant. It is not necessary for the landlord to adduce evidence that he had money in deposit in a bank nor produce proof of funds to prove his readiness and willingness as in a suit for specific performance of an agreement of sale of immovable property. So far as experience is concerned, one would not think that a grocery business was one which required extraordinary expertise. It is, therefore, clear that the entire approach of both the courts was absolutely wrong in law and perverse on fact. Unfortunately the High Court simply dismissed the writ petition filed under Article 227 stating that the findings were one of fact. That is why we think that this is an exceptional case calling for interference under Article 136 of the Constitution of India."

54. Tested on the aforesaid principles, the Respondent's case bears the necessary *indicia* of *bona fide* requirement. The proposed use is neither fanciful nor unrelated to the Respondent's existing commercial background; the beneficiary of the proposed use has also been identified; and the subject premises is a commercial shop situated in the very market in which the Respondent's business interests are stated to operate. The requirement, therefore, has an internal coherence which is wholly inconsistent with the suggestion that it is merely a device to secure the Petitioner's eviction.

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55. It is also significant that the Petitioner has not placed any material suggesting that the Respondent's pleaded requirement is motivated by any collateral consideration. The challenge is essentially directed towards the availability of other premises and the manner in which the Respondent proposes to utilise the subject premises. Those objections, however, do not establish that the underlying requirement itself is not genuine. Once the requirement is found to be honest and connected with a legitimate commercial purpose, the tenant cannot insist that the landlord must first establish an absence of every other possible commercial arrangement.

56. The Court must also remain conscious of the limited scope of enquiry at the stage of leave to defend. The question is not whether the Petitioner can imagine an alternative manner in which the Respondent's commercial affairs could be organised, but whether the material placed by the Petitioner discloses facts which, if proved, would disentitle the Respondent from obtaining eviction. No such material has been demonstrated in the present case.

57. Consequently, the *bona fide* requirement pleaded by the Respondent cannot be characterised as either artificial or speculative. The learned ARC was justified in accepting the Respondent's requirement as *bona fide*, and scrutiny of the material relied upon by the learned ARC does not disclose any circumstance warranting a contrary conclusion. The Petitioner has, therefore, failed to raise any triable issue on this foundational ingredient of Section 14(1)(e) of the DRC Act.

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CONCLUSION:

58. Having considered the matter in its entirety, this Court finds that the challenge raised by the Petitioner does not disclose any circumstance warranting interference with the order passed by the learned ARC. The objections raised before this Court, whether considered individually or cumulatively, fail to disclose any fact which would, if established, disentitle the Respondent from obtaining an order of eviction under Section 14(1)(e) of the DRC Act.

59. More importantly, this is not a case where the learned ARC proceeded on an erroneous understanding of the statutory requirements or failed to consider a material aspect having a bearing on the outcome. The objections raised by the Petitioner were examined in the context of the pleadings and material placed on record. Upon scrutiny of the decision-making process and the reasoning adopted by the learned ARC, this Court finds the conclusions reached therein to be legally sustainable.

60. The revisional jurisdiction under the proviso to Section 25B(8) of the DRC Act is supervisory in nature and cannot be invoked merely to substitute another possible view for a conclusion which is otherwise supported by the record. Interference would be warranted where the order under challenge suffers from an error of law, perversity, material irregularity or failure to consider material having a bearing on the adjudication. In the present case, no perversity, material irregularity or error of law has been demonstrated.

61. It is equally necessary to keep in view the object underlying the summary procedure prescribed under Section 25B of the DRC Act. The provision contemplates an expeditious determination of eviction petitions founded on *bona fide* requirement and, consequently, the

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right to defend cannot be invoked merely by raising every conceivable dispute against the landlord's case. The tenant must disclose facts which have a real bearing on the landlord's entitlement to seek eviction and which, if ultimately established, would furnish a defence to the eviction claim. A distinction must therefore be drawn between a contention which merely seeks to question some aspect of the landlord's case and a defence which strikes at one or more of the essential requirements of Section 14(1)(e). It is only the latter which can furnish a basis for granting leave to defend.

62. In view of the foregoing discussion, the Petitioner has failed to disclose any triable issue which could have warranted the grant of leave to defend and the present Revision Petition is consequently dismissed. Consequently, the Impugned Order dated 25.03.2026 passed by the learned ARC in RC ARC No.315/2025 does not warrant any interference. The Eviction Order passed in respect of Shop No.1069, Ground Floor, Maliwara, Chandni Chowk, Delhi-110006, admeasuring approximately 5.80 sq. metres, is accordingly affirmed.

63. Accordingly, the present Petition, along with pending Application(s), if any, stand disposed of.

64. The Respondent shall be entitled to seek execution of the Eviction Order in accordance with law, subject to the statutory protection under Section 14(7) of the DRC Act, if still applicable.

HARISH VAIDYANATHAN SHANKAR, J.

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