



2026:DHC:168



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

Reserved on: December 04, 2025

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Pronounced on: January 09, 2026

+ **RC.REV. 252/2023**

ANIL KUMAR JAIN

.....Petitioner

Through: Ms. Swadha Gupta, Mr. Tejasvi Kalra, Mr. Jatin, Mr. Ayush Singh, Advocates

Versus

SUBHASH CHAND CHAWLA ALIAS SUBHASH CHANDER CHAWLA

.....Respondent

Through: Mr. P.S. Bindra Sr. Advocate with Mr. Anil Sharma, Mr. Arpit Sharma and Mr. Anant Sharma, Advocates

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioner/ landlord¹ filed an eviction petition being RC ARC 5509/2016 entitled '*Anil Kumar Jain vs. Subhash Chand Chawla*' under *Section 14(1)(e)* read with *Section 25(B)* of the Delhi Rent Control Act, 1958² against the respondent/ tenant³ seeking eviction of Shop being No.N-18, Munshi Lal Building, Connaught Circus, New Delhi-110 001⁴, before the learned Senior Civil Judge-cum-Rent Controller, New Delhi District, Patiala House Courts⁵.

2. *Briefly put*, it was the case of the landlord before the learned RC that the subject premises being the most suitable was *bona fide* required by

¹ Hereinafter '*landlord*'

² Hereinafter '*DRC Act*'

³ Hereinafter '*tenant*'

⁴ Hereinafter '*subject premises*'

⁵ Hereinafter '*learned RC*'



him for himself and his family members dependent upon him for commercial purposes of carrying on a business as neither him nor they had any reasonably suitable alternative commercial accommodation in the Connaught Place area. Further, it was stated that the properties belonging to him in Munshi Lal Building, Connaught Place wherein the subject premises was situated was long in occupation of various tenants, and no portion thereof was in his self-occupation. Though the landlord was using a portion bearing no.N-96 on the second floor of the said building for office purposes and it formed a part of the tenanted premises of M/s. Panache Food & Beverages, it was not suitable for the intended commercial purpose. Also, his sons were owners of other properties as co-owners along with Mr. Sachin Jain, who was not on cordial terms with them and was not co-operating with him and/ or his sons. Therefore, such properties could not have been easily got vacated due to opposition by the said Mr. Sachin Jain.

3. Since application under *Section 25B(4)* of the DRC Act seeking leave to defend of the tenant was allowed *vide* order dated 04.06.2011, the tenant filed his written statement and the parties thereafter led their respective evidence(s). It was *primarily* the case of the tenant therein that the landlord had not come to the Court with clean hands and had suppressed material facts and his need was not *bona fide* as he had ample suitable *alternative accommodations* available at his disposal, much of which was lying vacant or had been commercially exploited. As per tenant, the landlord had not disclosed that he, his two sons namely Sh. Abhishek Jain and Sh. Abhinav Jain as also Sh. Sachin Jain entered into a duly registered Agreement to Sell regarding a substantial area of the very same Munshi Lal Building wherein the subject premises was situated in favour of



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M/s. Central Court Hotel whereby a large area comprising of shop nos.N-63, N-64 and N-64B, first floor and shop nos.N-96, N-97 and N-98, second floor, Munshi Lal Building, Connaught Place, New Delhi was surrendered by M/s Central Court Hotel in favour of the landlord. Not only that shop nos.N-64 and N-64B were also let out by them to M/s. Narula Corners House Pvt. Ltd. *vide* a registered Lease Deed dated 03.11.2006 for a hefty monthly rent. Barring this, shop nos.N-63, N-96, N-97 and N-98 in the very same Munshi Lal Building were in possession of the landlord and his sons, wherein though the landlord had a small office on the second floor, the remaining substantial area was lying vacant and available for use by him and his family members.

4. Additionally, the landlord also suppressed that shop no.N-33/4, Middle Circle, Connaught Place on the ground floor alongwith a mezzanine floor therein had been vacated and was thus lying vacant. As such, the possession thereof was with the landlord and his family members. The landlord also did not disclose about issuance of eviction notices from time to time to his other tenants being M/s. Amber Restaurant (shop no.19), M/s. Siya Ram Bros. (shop no.22), M/s. Banaras House (shop no.13) and M/s. Amrit Books Company (shop no.N-21) in the very same Munshi Lal Building wherein the subject premises was situated. Also, shop no.20 situated on the ground floor had been let out subsequently to a fresh tenant *vide* an Agreement dated 10.06.1990, shop no.N-12 also on the ground floor had been sold after vacation *vide* Agreement to Sell registered on 10.12.2003. Further, shop no.N-16 which was also get vacated from the previous tenant was later on sold. Regarding shop no.N-96, situated on the second floor of Munshi Lal Building, the landlord alongwith other co-



owners and one M/s. Panche Food & Beverages, had also executed a Sub-Lease Deed in favour of an entity for a period of 12 years commencing from 26.05.2012.

5. In response thereto, it was the landlord's case that there was neither any suppression nor concealment on his part. In any event, the aforesaid properties were either not lying vacant and/ or were situated on the first and/ or second floors and, therefore, do not constitute reasonably suitable alternative accommodations. The landlord reiterated that he had no other reasonably suitable commercial accommodation or shop on the ground floor facing the *main outer circle* of Connaught Circus, New Delhi, save the subject premises, from where he could start or run his proposed business of a Hotel/ Restaurant/ Coffee Shop, and owing to its location, the subject premises was most suitable for commercial activity. Further, property no. N-33/4 was a garage which was earlier in occupation of M/s. Hindustan Times Ltd. for past sixty years prior to its surrender in the year 2001, whereafter, it has been leased out to Ms. Meenu Jain for Silk & Crafts Emporium *vide* Lease Deed dated 09.01.2002 and after around 5-6 years to M/s. Panache Food & Beverages. However, since property no.N-33/4 was situated in the service/ middle lane at the rear of Connaught Place, the businesses failed due to heavy losses. Moreover, customers were unwilling to access the middle circle or on the first/ second floors, and the absence of a lift, requirement of climbing stairs were factors for which it was not viable to run a Hotel/ Restaurant/ Coffee Shop therein. The execution of (sub-)Lease Deeds *inter se* the landlord and his family members were only *qua* those situated on the first and/ or second floors. Even otherwise, letting out of other properties non-suitable for his and/ or



those of his dependent family members *bona fide requirement* does not in any manner indicate *mala fides* on his part and was irrelevant.

6. After hearing both the parties, the learned RC, *vide* judgment dated 17.04.2023⁶, dismissed the Eviction Petition of the landlord on the count that the landlord failed to establish/ prove his *bona fide requirement* of the subject premises and that the tenant succeeded in establishing the existence of suitable *alterative accommodation* in the form of premises bearing No.N-33/4, Middle Circle, Connaught Circus, New Delhi.

7. Hence, the present revision petition by the landlord seeking setting aside of the impugned judgment dated 17.04.2023 passed by the learned RC.

8. Though the landlord has raised many grounds, however, Ms. Swadha Gupta, learned counsel for the landlord submitted that the requirement projected by the landlord for his own self and/ or his family members was *bona fide* and the law does not necessitate a landlord to disclose/ furnish details of every property owned by him, particularly when such properties are not suitable for meeting his *bona fide requirement*. Nevertheless, the learned counsel submitted that the landlord fairly disclosed in the Eviction Petition of being the owner of other properties and annexed therewith the judgment and decree dated 08.09.1975, which enumerates the properties owned by him. The learned counsel further submitted that the landlord had also disclosed that all such properties were, *inter alia*, unsuitable for the projected requirement as they were either occupied by other tenants, co-owned with others, situated on the first or second floors, and/ or are situated at places not conducive to the intended business.

⁶ Hereinafter '*impugned judgment*'



9. Ms. Swadha Gupta, learned counsel further submitted that the subject premises, being situated on the ground floor facing the Main Outer Circle of Connaught Circus, New Delhi, by virtue of its superior location, visibility, and accessibility, is most suitable for starting or running a Hotel/ Restaurant/ Coffee Shop as intended by the landlord. To buttress her aforesaid submission, especially regarding the suitability/ viability and commercial importance of the subject premises situated on the ground floor, reliance was placed upon the dictum in *Uday Shankar Upadhyay & Ors. v. Naveen Maheshwari*⁷ & *Dhannalal v. Kalawatibai and Ors.*⁸.

10. Ms. Swadha Gupta, learned counsel also submitted that property no.N-33/4, which was not a shop but a garage and could not be utilised to operate a business like Hotel/ Restaurant/ Coffee Shop was lying sealed by the NDMC till date, which has been admitted by the tenant during the course of his cross-examination. It could, thus, not be counted as a suitable *alternative accommodation*. Even otherwise, property no.N-33/4 was/ is situated in the Middle Circle, it was smaller in area, it had poor visibility and accessibility, and previous businesses therein had suffered losses, rendering it unsuitable for fulfilling the *bona fide requirement*. In ignorance of the aforesaid, learned RC has wrongly dismissed the Eviction Petition of the landlord by mistakenly treating the same as a suitable alternative accommodation.

11. Ms. Swadha Gupta, learned counsel then submitted that it is a settled position of law that neither the Court nor the tenant can dictate the landlord as to which property or floor should be used for his business, as the

⁷ MANU/SC/1876/2009

⁸ AIR 2002 SC 2572



landlord is the best judge of his requirement. Despite that, learned RC *vide* the impugned judgment, transgressed the settled principles enshrined under the DRC Act by substituting its own opinion and holding that in an area like Connaught Place, the business could not be non-profitable. To buttress her arguments, the learned counsel relied upon ***Manmohan Singh v. Arjun Uppal & Ors.***⁹, ***Dharampal & Ors. v. Chaudhary Ram Chander***¹⁰, ***Sudesh Kumari Soni & Ors. v. Prabha Khanna & Ors.***¹¹, ***Shiv Sarup Gupta v. Mahesh Chand Gupta***¹², ***Prativa Devi v. T.V. Krishnan***¹³ & ***Ragavendra Kumar v. Firm Prem Machinery & Co.***¹⁴.

12. Lastly, Ms. Swadha Gupta, learned counsel submitted that although the tenant tried to mislead the learned RC by alleging availability of several *alternative accommodations* with the landlord, however, he failed to prove the existence of any reasonably suitable accommodation during the trial. On the contrary, the tenant himself admitted in his cross-examination that “*I am not ready to take any property referred to in my affidavit on tenancy in lieu of the premises in question on any floor if given an option.*”, which fortified the landlord’s case that the alleged *alternative accommodations* pointed out by the tenant were neither suitable nor viable for carrying out the intended business.

13. In light of the aforesaid, Ms. Swadha Gupta, learned counsel prayed that the present petition be allowed and the impugned judgment be set aside.

⁹ MANU/DE/7921/2023

¹⁰ MANU/DE/7722/2017

¹¹ 153 (2008) DLT 652

¹² AIR 1999 SC 2507

¹³ 1987 (12) DRJ 258

¹⁴ AIR 2000 SC 534



14. *Per Contra*, Mr. P.S. Bindra, learned senior counsel for the tenant in support of the impugned judgment submitted that the landlord failed to substantiate his plea of *bona fide requirement*, and that he had a suitable *alternative accommodation* in the form of property no.N-33/4 which included the ground floor, as also the mezzanine floor therewith in the same vicinity as the subject premises, i.e. in a prime commercial market like Connaught Place. The learned senior counsel then submitted that the landlord could have fulfilled his intended requirement therefrom, and that the landlord failed to demonstrate as to why the upper floors of the properties were not suitable for the stated requirement, more so, since the landlord had an *alternative accommodation*, the said premises could not be treated as less suitable to him, particularly, whence several restaurants and commercial establishments were already operating successfully on almost all floors in the vicinity.

15. Mr. P.S. Bindra, learned senior counsel further submitted that the requirement of the subject premises as professed by the landlord was not *bona fide* and genuine as there was a gross concealment of availability of sufficient *alternative accommodations* with him, which had either fallen vacant and/ or are vacant as also are not only situated in the same locality but also have been re-let/ sub-let by the landlord and/ or his family members for a higher rent from time to time. Lastly, the learned senior counsel submitted that the learned RC has correctly adjudicated all the issues *qua* there being no *bona fide requirement* of the landlord in view of the suitable *alternative accommodation* available with him for satisfying his intended need. Hence, there is no case made out for interference by this Court in revisional jurisdiction.



16. Heard learned (senior) counsel for the parties as also gone through the documents and pleadings on record along with the judgments cited by them at Bar.

17. Since there is no dispute regarding the *landlord tenant relationship* between the parties and the same having been held as already established by the learned RC in the impugned judgment, needs no adjudication/ interference by this Court.

18. Besides that, the moot issue arising in the present revision petition is pertaining to whether a landlord who happens to be an owner of more than one premises in the same vicinity could/ should be denied from evicting a tenant from a subject premises for which he professes a *bona fide requirement* and that too whence the very same tenant himself refuses to take up an *alternative accommodation* available with the landlord that too in the same vicinity.

19. If ownership and existence of such *alternative accommodations* are a criterion then many landlord(s) in Delhi/ New Delhi will be precluded from initiating any claim(s) for seeking eviction(s) of his/her/their premises. Had that been the intention of the DRC Act, no landlord could/ can seek eviction of a tenant from the subject premises till he is not an owner of any *alternative accommodation(s)*. Similarly, owning/ existence/ selling/ buying/ purchasing/ renting/ leasing/ sub-leasing/ re-letting/ licensing/ vacancy/ or like are factors which cannot debar any landlord from initiating eviction proceedings with respect to premises against a tenant if such a landlord is able to profess, and show, his need is without any malice and/ or *mala fide* intent. Likewise, any *alternative accommodation(s)* lying vacant in itself is also not a reason under the DRC Act for barring a/ the landlord



to initiate eviction proceedings for vacation of a tenant from the premises.

20. At the end of the day, since the DRC Act does not, *admittedly*, include any of the aforesaid, it does not bar any landlord to initiate eviction proceedings against a tenant from the premises. Therefore, owning/ existence/ selling/ buying/ purchasing/ renting/ leasing/ sub-leasing/ re-letting/ licensing/ vacancy/ or like of any other *alternative accommodation(s)* by a/ the landlord are, *per se*, not *prima facie* itself material. They can, at best, be taken as a/ the landlord having ‘*additional*’ premises, which, can *per se* be no substitute for the subject premises for which he seeks eviction. Since, the overall reasonableness, suitability, similarity, fairness, acceptability, adaptability, requirement, location, logistics and practicality of the landlord have a big role to play in all these, for any *alternative accommodation* to be considered as a replacement thereof and for it to act as a reasonably suitable accommodation in place of the subject premises, it is imperative for the tenant to show the similarity/ likeness/ connection *inter se* them to bring out that the need for the same professed by the landlord was/ is sham, unworthy and/ or for some ulterior motives/ purposes.

21. Needless to say, when a landlord is seeking the subject premises for a *commercial* purpose, what has also to be taken into account always are various external factors such as location, floor, contours, locality, position, viability, purpose, size, dimension, permissions, footfall, visibility, access, safety concerns, etc. coupled with other internal factors in the form of practicality, sustainability, possibility, capability, finances etc., as well. All these have to be cumulatively given due regard to and taken into consideration while dealing a case wherein the landlord is seeking eviction



of a tenant from the subject premises for using it for his commercial gain. Reliance is placed upon *Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta*¹⁵; *Viran Wali v. Kuldeep Rai Kochhar*¹⁶ and *Kanhaiya Lal Arya (supra)*.

22. *Conversely*, if owning/ existence/ selling/ buying/ purchasing/ renting/ leasing/ sub-leasing/ re-letting/ licensing/ vacancy/ or like of any such *alternative accommodation* by the landlord are *per se* material considerations and the same precludes any landlord for initiating eviction proceedings *qua* a subject premises, then, irrespective of availability of the provision of *Section 14(1)(e)* of the DRC Act with the landlord, the landlord shall/ will not take recourse thereto and the tenant cannot be evicted from the subject premises. As such, the tenant in more than one ways, assumes ownership of the subject premises for eternity. Holding so, will be in stark contradistinction with the intent and purpose of the DRC Act, which is a balancing Act taking due note and care of both the landlord and the tenant. Rendering such a finding will certainly amount to a Court of Law reading into and/ or supplanting and/ or substituting its views into the provisions of the DRC Act as they are, which is impermissible and uncalled for.

23. Moreover, merely because the landlord is of a sound financial background who may be deriving income from rent from other premises in his name or has other sources of income, also do not itself mean that he is estopped from filing proceedings claiming eviction of the tenant from a/ the subject premises as though, it may be a factor, but not of so much relevance for it to be taken as the only/ vital criterion for consideration in an eviction

¹⁵ (1999) 6 SCC 222

¹⁶ (2010) 174 DLT 328



proceedings. Eventually, the landlord has only to project his *bona fide requirement* for the subject premises to be such a need which is genuine and express, more than his whims and fancies and that there is a *landlord tenant relationship* between the parties and that he has no other reasonably suitable *alternative accommodations* available with him.

24. The present proceeding is one wherein the landlord is also the owner-landlord of various other premises in the same vicinity wherein the subject premises is situated. In fact, though the subject premises is, *admittedly*, situated in the main outer circle of Connaught Circus, New Delhi, which market is in the heart of Delhi/ New Delhi, however, though the *alternative accommodations* available with him are in the very same vicinity/ location, *admittedly*, they are all situated in the inner/ middle circle, lanes, bye-lanes and/ or any other connecting roads which are very different from the subject premises of which the landlord is seeking vacation. As such, merely because the *alternative accommodation(s)* is in the same vicinity as the subject premises, is not sufficient. More so, if the tenant is unable to show that any such *alternative accommodation* could/ can act as a replacement/ substitute of the subject premises, it cannot be recognized and/ or treated as one.

25. Under such circumstances and taking a wholistic view of the prevailing circumstances herein, mere availability of *alternative accommodations* with the landlord in the same vicinity may itself not be sufficient for denying eviction of the tenant from the subject premises. In fact, regarding carrying on the business on the ground floor, it has been held in *Uday Shankar Upadhyay (supra)* and *Dhannalal (supra)* that a shop situated on the first floor cannot attract the same number of customers



and earn the same business as shop situated on the ground floor would do as shops and businesses are usually (though not invariably) conducted on the ground floor, because the customers can reach there easily. Thus, the expression of the *bona fide requirement* for the subject premises by the landlord and seeking eviction of the tenant therefrom is understandable and genuine.

26. In fact, in the present proceedings, it would not be wrong to conclude that the tenant, who has been in possession of the subject premises since and from the year 1963, being well aware of the above factors, did not opt for shifting to an *alternative accommodation* available with the landlord in *lieu* of the subject premises within the same vicinity/ location. It seems that the tenant was/ is aware that the same were not viable for him commercially. Though, this is not a factor in itself for any eviction proceedings under *Section 14(1)(e)* of the DRC Act, however, it is indeed a very essential factor of vital importance herein.

27. The whole case of the tenant in the present proceedings all throughout, as also before this Court, has been that there is no *bona fide requirement* of the subject premises by the landlord as he has various other premises in the same vicinity wherein the subject premises is situated as also that he has either rented out and/ or sold other premises as available with him, including with his own relatives and there are other premises which are lying vacant and unused as well. It is also the case of the tenant that the landlord is operating from a small space on the second floor in the same building wherein the subject premises is situated wherein the rest of the area is lying vacant.

28. In view of the aforesaid factors, this Court, in its limited revisional



jurisdiction, has also to consider if the learned RC, based upon the evidence led by the parties, has indeed defaulted in arriving at the findings in the impugned judgment.

29. Records reveal that most, if not whole, of the cross-examination of Mr. Anil Kumar Jain (*PWI*) is regarding the other premises available with him and the transactions thereto from time to time, either prior to the initiation or during the pendency of the Eviction Petition filed by the landlord or subsequently which were also brought to the notice of the learned RC. It is also evident therefrom and other pleadings therein that though the subject premises is situated in property no.N-18 and most of the other premises being *alternative accommodations* are also within the same vicinity, however, all the properties i.e. N-19, N-96, N-12, N-16, N-22, N-33/1, N-33/2, N-33/3, N-33/4, N-63, N-64 and N-64B are not either in the very same location to act as a replacement/ substitute to the subject premises; and/ or they were already on rent with other tenants; and/ or were either not lying vacant for use by the landlord or lying vacant as they were; and/ or are/ were not fit for use for satisfying the *bona fide* need of the landlord; and/ or they were not on the ground floor or were not on a location as good as the subject premises.

30. All the above were/ are indeed considerably relevant factors for consideration in eviction proceedings, particularly, since the landlord wanted the subject premises for a *commercial* purpose and *commercial* gain. Neither the tenant has led any credible evidence qua any of them nor the learned RC has returned any constructive finding(s) *qua* any of them. Moreover, it has always been the case of the landlord all throughout since the very beginning that he did not have any other *reasonably suitable*



alternative accommodations. Furthermore, since the tenant has been unable to show/ prove otherwise, it is also a matter of record that there could hardly be any role for concealment by the landlord. As held in ***Meenal Eknath Kshirsagar (Mrs) v. Traders & Agencies***¹⁷, not mentioning something which has no material connection and/ relevance with the proceedings regarding a subject premises, *per se*, does not always in itself amount to concealment. Concealment is a relative term based on numerous factors, and which has to be established in trial after the leave to defend application of the tenant has been allowed. In the present case, as evident from the *paragraph 29* hereinabove, and considering the nature of the *alternative accommodations* available with the landlord, this Court has no hesitation in observing that there was/ is no suppression and/ or camouflage on the part of the landlord, which could have been sufficient for him being denied the eviction of the tenant from the subject premises.

31. *Additionally*, since the tenant (***RWI***) during his cross-examination himself refused to take up any other *alternative accommodations* as available with the landlord within the very same vicinity is also a relevant factor for consideration by this Court in the present proceedings, and which, in the considered opinion of this Court has been clearly overlooked and not given due weightage by the learned RC. The denial of taking up any such other *alternative accommodations* as available with the landlord by the tenant in the particular facts and circumstances of this case, was itself sufficient for the learned RC to draw an adverse inference to the effect that none of the alleged *alternative accommodations* as available with the landlord, though located in the very same vicinity, could be taken

¹⁷ (1996) 5 SCC 344



as a viable replacement/ substitute to the subject premises as they were not reasonably suitable. As such, there was/ is no similarity/ relevance/ connection of the subject premises with either of them.

32. Moreover, since the tenant has not come up with anything concrete with regards to subject premises and in view of the findings rendered at *paragraphs 29 and 30* hereinabove as also the clear difference between property no. N-33/4 and the subject premises, the finding rendered by the learned RC *qua* the same being a suitable alternative accommodation available with the landlord is also liable to be set aside, more so, since the said premises has already been sealed by the NDMC. In fact, the said fact has categorically been stated by the tenant during his cross-examination that “*It is correct that as of date, N33/4 has been sealed by NDMC*”. The aforesaid further strengthens the finding that the property no.N-33/4 was indeed not a viable/ suitable alternative accommodation available with the landlord.

33. In light of the aforesaid, there were, thus, no *alternative accommodations* available with the landlord.

34. Further, as held in ***Balwant Singh Chaudhary vs. Hindustan Petroleum Corp. Ltd.***,¹⁸ & ***Yodh Raj, Satya Prakash & Sons [Firm] & Anr. vs. Narain Kumar & Sons [HUF]***¹⁹ there was no necessity/ requirement for the landlord to disclose the exact nature of business(es) which the landlord wanted to commence or the names of his relatives or other particulars while initiating proceedings for seeking eviction of the tenant from the subject premises. In any event, since this Court is dealing

¹⁸ 2004 SCC OnLine P&H 142

¹⁹ 227 [2016] DLT 363



with a case wherein the trial has already taken place, after the application seeking leave to defend of the tenant had been allowed, the same is hardly of any significance.

35. Also, it cannot be disputed that the landlord was/ is well within his rights to induct new tenants, be it with his own relatives, as alleged by the tenant and/ or let the other premises lie vacant. The tenant cannot supplant his case and plead the same to his convenience by taking benefit thereof. Considering that the landlord is one having numerous premises in or around the same vicinity nearby to the subject premises, there is nothing wrong for the landlord to have taken those steps *qua* letting out them from time to time. There is no such bar for a landlord to do so before/ during/ after pendency of an eviction proceedings. As such, the same cannot be taken/ held against the landlord.

36. Interestingly, the learned RC has, while passing the impugned judgment, dealt with factors like the family members of the landlord have not run the business themselves but instead sub-let the premises; and that the landlord was unable to show as to why the upper floors were unsuitable for his *bona fide requirement*; and that the other *alternative accommodation* in the same vicinity cannot be treated as not suitable; and that the landlord had come with unclean hands; and the landlord was “... *...creating an artificial scarcity for himself and his family members... ...*”; and further that the landlord had not amended his Eviction Petition “... *...to assert that the vacant shop no.33/4, Middle Circle, Connaught Place, Delhi was not sufficient for running his business... ...*” for dismissing the Eviction Petition of the landlord. These, in view of the aforesaid observations and analysis and the findings rendered thereto, are showcasing



that the learned RC has substituted his view over that of the landlord, which is beyond the purview of the DRC Act and thus calls for setting aside of the impugned judgment.

37. More so, as held in *Baldev Singh Bajwa vs. Monish Saini*²⁰ & *Kanahaiya Lal Arya vs. Md. Ehshan & Ors.*²¹, it is not for the tenant to dictate the landlord much less the Court, for substitute its views with those of the landlord for choosing the available premises instead of the subject premises by projecting something, which, according to the landlord himself, is not reasonably suitable for him. Seeking eviction of a tenant from his own premises merely because he had/ has other premises with himself cannot amount to the landlord “... ..*creating an artificial scarcity for himself and his family members... ..*”, when there were sufficient reasons for him to seek eviction of the subject premises beyond the requirements enshrined in the DRC Act. Similarly, dismissing the Eviction Petition of the landlord merely because no amendment was carried out by him with respect to another premises available with him, when the same was in Middle Circle, Connaught Place and not where the subject premises was situated, was also beyond the requirements enshrined in the DRC Act.

38. As borne out from the aforesaid, the landlord was indeed able not only to show but also substantiate that he had *bona fide requirement* for the subject premises, and that he was sincere and honest, as also that the *alternative accommodations* available with him were not *reasonably suitable* for the purpose for which he was seeking eviction of the tenant from the subject premises. In view of the aforesaid, this Court is of the

²⁰ MANU/SC/0264/2025

²¹ AIR 1999 SC 100



opinion that the findings rendered by the learned RC are not based on a plausible opinion as they run contrary to the tenets of the DRC Act.

39. Lastly, and pertinently, relying upon *Hindustan Petroleum Corporation Limited vs. Dilbahar Singh*²², wherein it is well-settled that while acting in supervisory jurisdiction under *Section 25B(8)* of the DRC Act, this Court can test whether the impugned order suffers from any arbitrariness, perversity, illegality, impropriety or the like, it becomes the bounden duty of this Court to invoke its powers under revisional jurisdiction. Therefore, in light of the provisions of the DRC Act, the view expressed by the learned RC was/ is impermissible, impossible and/ or perverse.

40. In view of the aforesaid analysis and findings, the present revision petition is allowed and the impugned judgment dated 17.04.2023 passed by the learned RC is set aside.

41. Resultantly, an order of eviction is passed in favour of the landlord in respect of property being Shop being No.N-18, Munshi Lal Building, Connaught Circus, New Delhi-01 and the tenant is directed to handover vacant, peaceful and physical possession of the subject premises to the landlord, *albeit*, only after expiry of *six months*' period from today in terms of *Section 14(7)* of the DRC Act.

42. The present petition is disposed of in terms of the above.

SAURABH BANERJEE, J.

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²² (2014) 9 SCC 78