



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

Reserved on: December 06, 2025

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Pronounced on: January 09, 2026

+ **RC.REV. 589/2019, CM APPL. 14818/2024**

SH. SANKET BEHARI MITTAL

.....Petitioner

Through: Mr. S. N. Gupta, Advocate.

Versus

SH. SUBHASH CHAND GUPTA

.....Respondent

Through: None.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioner/ landlord filed an Eviction Petition being E. No.260/2017 before the learned Additional Rent Controller, Central District, Tis Hazari Courts, Delhi¹ against the respondent/ tenant *qua* a Godown on the Ground Floor towards the Western side of property bearing No.1548, Kucha Seth, Dariba Kalan, Chandni Chowk, Delhi-110 006² under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958³, on the ground that there was a *bona fide requirement* of the same for storing certain goods involved in the clothes business run by him under the style of *M/s Behari Bandhu* in Katra Nawab, Chandni Chowk, Delhi, as also that he did not have any *alternative accommodation* available to fulfil the said need.

2. Upon being served, the tenant filed his application seeking leave to

¹ Hereinafter '*learned ARC*'

² Hereinafter '*subject premises*'

³ Hereinafter '*the Act*'



defend under *Section 25B* of the Act, admitting tendering rent to the landlord for the subject premises, however denying that the landlord was the owner thereof, as well as that the landlord had concealed about numerous *alternative accommodations*, such as four Godowns in property Nos.155, 157 and 206, as also a three storey building bearing property No.1547 in the very same locality as his shop, along with several other properties in Model Town, New Delhi available with him, and he tried creating a false sense of scarcity with a *mala fide*. As such, there were *triable issues* raised requiring trial.

3. In reply thereto, the landlord submitted that property Nos.155 and 157 were in the use and occupation of two proprietorship firms being *M/s. Shreejee Creations* owned by his wife, Ms. Sunita Mittal and *M/s. Ish Exim Pvt. Ltd.*, both owned by him and his wife, and wherein the stock of their business exceeding the value of one crore was lying, and property No.1547 was purely residential in nature and occupied by his parents. Apart from that, there was only one other premises in the same locality being a shop bearing No.206-A admeasuring 6'x4'6" in the name of his wife, which was wholly insufficient for his purposes owing to its small size. All the properties in Model Town, New Delhi were purely residential in nature as per the Master Plan of Delhi, and they were either in his or his family occupation or occupied by other tenants, or already disposed of/ in the process of being sold.

4. Since the tenant was able to raise *triable issues* regarding the issue of *alternative accommodations* available with the landlord, particularly, as the landlord failed to disclose them at the time of filing the Eviction Petition, as well as he failed to provide any supporting material of them being



occupied or otherwise, the learned ARC allowed the application seeking leave to defend of the tenant *vide* order dated 20.07.2017.

5. Thereafter, though the landlord led evidence and his witnesses were cross-examined, however, firstly the right of the tenant to lead evidence was closed, and then he was proceeded *ex parte*.

6. However, the learned ARC passed the order dated 13.08.2019⁴ dismissing the Eviction Petition of the landlord.

7. Hence, the present revision petition by the landlord seeking setting aside of the impugned order dated 13.08.2019 passed by the learned ARC.

8. Before this Court, it was the case of the landlord that since the *landlord-tenant relationship* was admitted between the parties, as also it was his case throughout the proceedings before the learned ARC that he required the subject premises *bona fide* for his business to store his stock, and that he had no other premises available to him for the same. In fact, for proving his case, he examined as many as seven witnesses, but the tenant neither led any evidence nor advanced arguments. As such, there could've been no reason for the learned ARC to dismiss the Eviction Petition.

9. In furtherance thereof, learned counsel for the landlord submitted that all disclosures were made by the landlord before the learned ARC in relation to the *alternative accommodations* based whereupon the learned ARC held that there were concealments made by the landlord. The learned counsel, particularly, submitted that though property No.1548 within which the subject premises falls is commercial, having a use factor of IV, as evident from New Delhi Municipal Corporation documents, the upper portion of the said property, being property No.1547 was/ is residential in

⁴ Hereinafter '*impugned order*'



nature, having a use factor of I, and further, the company *M/s. Ish Exim Pvt. Ltd.* is being run from property No.157 in the same locality, even though its registered office is shown as property No.206A, and hence, the same was not available for use as well.

10. In any event, learned counsel relied upon the decisions of the Hon'ble Supreme Court in *Shiv Sarup Gupta vs. Dr Mahesh Chand Gupta*⁵, as well as *Parvati Devi vs. EV Krishnan*⁶ to submit that an *alternative accommodation* must be suitable and convenient, for which the tenant cannot dictate the terms, as well as that the landlord must have a legal right to such accommodation, which, in the present case, the landlord did not, since the said *alternative accommodations* were owned by his wife.

11. Lastly, learned counsel reiterated that despite issuance of notice to the tenant in the present petition twice, as also News Paper publication carried out by the landlord pursuant to directions of this Court for gaining information about the Legal Representatives of the tenant, none has appeared before this Court on his behalf. Since the subject premises is also lying locked, as per the learned counsel, there can be no reason for not allowing the Eviction Petition, and hence, the impugned order is bound to be set aside.

12. There has been no appearance on behalf of the tenant before this Court since 30.03.2022. As such, this Court has heard learned counsel for the landlord, as also has gone through the documents and pleadings on record.

13. Considering there was no dispute regarding the *landlord-tenant*

⁵ (1999) 6 SCC 222

⁶ (1996) 5 SCC 353



relationship between the parties, as also since the Sale Deed dated 03.03.1986 [*Ex. PW-1/1*] along with counterfoil of a rent receipt dated 02.03.2017 [*Ex. PW-1/3*] were exhibited by the landlord before the learned ARC, the learned ARC has rightly held the *landlord-tenant relationship* between the parties stood established. The same, thus, needs no interference by this Court.

14. Regarding *bona fide requirement* of the landlord, and the *alternative accommodations* available with him, a perusal of the record reveals that the tenant was able to show specific accommodations available with the landlord, which was sought to be controverted by the landlord giving explanations *qua* each premises individually, however, finding the same insufficient, the matter was posted for trial *vide* order dated 20.07.2017, for the landlord to prove the aspects of *bona fide* requirement as well as *alternative accommodations*.

15. Regarding property No.157, Katra Nawab, Chandni Chowk, Delhi, though the landlord asserted that the said property No.157 could not be utilised by him since he was running his business under the name and style of *M/s. Isha Exim Pvt. Ltd.* therefrom, contrary thereto he [*PWI*] admitted during his cross-examination that he was still carrying on his business under the style of *M/s. Isha Exim Pvt. Ltd.* from another premises located in Model Town, and not therefrom. Further, he also filed a letter dated 07.01.2016 issued by Kotak Mahindra Bank in the name of the said *M/s. Isha Exim Pvt. Ltd.* which did not reflect its address as property No.157. Despite that, now learned counsel for landlord submitted that the official address of the said business is different from the actual address being the said property No.157. This, in view of the aforesaid, alas, is too late in the



day for him to contend so.

16. Similarly, regarding property No.155, Katra Nawab, Chandni Chowk, Delhi, though as per the case of the landlord, it was in the possession of *M/s. Shreejee Creations*, however, during cross-examination, he deposed that his son, Mr. Mridul Behari Mittal, was operating therefrom under the name and style of *M/s. Mridul Tex*, thereby contradicting himself once again.

17. Perusal of the record further reveals that in the course of trial also, though it was for the landlord to prove his *bona fide requirement* and that he had no *alternative accommodations*, he neither produced any statutory document(s) like GST records, Income Tax Returns, etc. nor photographs to prove his aforesaid case. The landlord was unable to show the alleged business stock for which the subject premises was required or the numerous other businesses mentioned. This, being the very backbone of his *bona fide requirement* for a bigger space like the subject premises was more than essential.

18. Further, no doubt, as held in *Shiv Sarup Gupta (supra)* the landlord is the best judge of his needs, it has also been held therein that the need urged by the landlord must be genuine, sincere, honest, natural, and the like. In fact, as also held by the Hon'ble Supreme Court in *Sarvate T. B. v. Nemichand*⁷ and *Dattatraya Laxman Kamble v. Abdul Rasul Moulali Kotkunde*⁸, should there arise any suspicion/ doubt in the mind of the Court as to the genuineness of the *bona fide requirement* urged by the landlord, the burden is upon the landlord to clear all such doubts. Clearly, the

⁷ 1966 MP LJ 26 (S.C.)

⁸ (1999) 4 SCC 1



landlord herein has not been able to discharge the said burden.

19. Interestingly, the landlord, despite being put through the rigors of trial, never made any whisper as to why the other *alternative accommodations* being godowns, which were located in the very same market as the shop of the landlord, were not reasonably suitable for the said purpose. Since it was nowhere the case of the landlord before the learned ARC that he could not occupy the *alternative accommodations* since the same were owned by his wife, but rather, he gave contrary reasons such as running a joint proprietorship firm therefrom, which he could not sustain in the cross-examination during trial, reliance upon *Parvati Devi (supra)* is misplaced.

20. In view of the aforesaid analysis and reasonings, coupled with the contradictions, non-filing of requisite documents by the landlord and no proper evidence being led by the landlord to prove his case, as held in *Sarla Ahuja vs. United India Insurance Co. Ltd.*⁹ *Abid-Ul-Islam vs. Inder Sain Dua*¹⁰ this Court sees no reason for interfering with the findings rendered by the learned ARC in the impugned order dated 13.08.2019, and that too in revisional jurisdiction wherein the scope is itself limited.

21. Accordingly, the present revision petition along with the pending application is dismissed with no order as to costs.

SAURABH BANERJEE, J.

JANUARY 09, 2026
Ab/RS

⁹ (1998) 8 SCC 119

¹⁰ (2022) 6 SCC 30