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

% ***Judgment reserved on: 15.10.2026***
Judgment pronounced on: 27.10.2026

\# **CNR No. DLHC010441202026**

\+ RC.REV. 350/2026, CM APPL. 63477/2026 (Stay) & CM APPL. 63478/2026 (Ex. From filing certified copies of the annexures)

RAJ KUMAR SINGH .....Petitioner
Through: Mr. Madan Lal Sharma, Mrs. Vidhi Kumar, Ms. Tejaswini Verma, Mr. Raghav Bansal and Ms. Manika Gaba, Advs.

versus

VEENA GUPTA ALIAS BEENA GUPTA .....Respondent
Through: Mr. Ajay Gupta and Mr. Shivam Sachdeva, 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 29.05.2026**[2] passed by the **learned Additional Rent Controller-01, Central District, Tis Hazari Courts, Delhi**[3] in RC ARC No. 356/2023, titled *Veena Gupta alias*

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

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Beena Gupta v. Raj Kumar Singh, whereby the Application filed by the 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 Eviction Order was consequently passed in favour of the Respondent/landlady in respect of **Shop situated on the ground floor of the property bearing municipal No. 1468, Rang Mahal, Nahar Sadat Khan, S.P. Mukherjee Marg, Delhi-110006**[4].

BRIEF FACTS:

2. The Respondent instituted the Eviction Proceedings by filing the **Eviction Petition dated 18.05.2023**[5], claiming herself to be the owner and landlady of the Subject Premises and pleading her *bona fide* requirement thereof for commercial purposes. It was her case that the Subject Premises was required for the commercial needs of her son, Mr. Puneet Gupta, who was dependent upon her for the purpose of carrying on his business.

3. The Respondent pleaded that she had acquired the Subject Premises *vide* registered Sale Deed dated 30.06.2009 and that the premises, situated on the ground floor at Rang Mahal, Nahar Sadat Khan, S.P. Mukherjee Marg, Delhi-110006, was particularly suited for the proposed commercial activity on account of its prominent location in the vicinity of Bhagirath Place, a major market for electronic goods. The Respondent asserted that the Subject Premises was required for the proposed business of electronic gadgets and allied goods, as well as for the establishment of a departmental store, and that no other

[4] Subject Premises
[5] Eviction Petition

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reasonably suitable alternative accommodation was available to meet the aforesaid requirement.

4. The Petitioner entered appearance and filed an **Application seeking leave to defend dated 19.11.2023**[6], wherein he disputed the *bona fide* requirement pleaded by the Respondent, contending, *inter alia*, that the Respondent had not clearly specified the precise nature of the commercial activity proposed to be carried out from the Subject Premises or sufficiently explained the requirement for seeking the same and contended that the requirement projected was merely a pretext to seek his eviction, the Subject Premises being sought as additional accommodation. It was further contended that the site plan relied upon by the Respondent was incorrect and incomplete, as it did not depict the entire property and the other commercial spaces available therein. The Petitioner also relied upon the availability of other shops, namely, Shop Nos. 1466, 1467, 1470, 1476 and 1477, contending that the same could be utilised for the stated commercial purpose.

5. The Petitioner also brought on record certain subsequent events, including the alleged availability of additional commercial spaces in the property, and sought to rely upon the same in support of his objections to the *bona fide* requirement pleaded by the Respondent. The learned ARC considered the Application seeking to place such subsequent events on record and, *vide* Order dated 13.08.2025, permitted only one subsequent event to be taken on record, rejecting the remaining events.

[6] Leave to Defend Application

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6. The learned ARC, after considering the Eviction Petition, the Leave to Defend Application, the Reply dated 14.10.2024 and the Rejoinder dated 24.12.2024, found that the Petitioner had failed to disclose any triable issue warranting grant of leave to defend. The learned ARC held that the landlord-tenant relationship stood established, accepted the Respondent's *bona fide* requirement and rejected the objection concerning the availability of alternative accommodation. Accordingly, the Leave to Defend Application was dismissed and an Eviction Order was passed in favour of the Respondent in respect of the Subject Premises.

7. Aggrieved by the aforesaid Order, the present Revision Petition has been preferred. Though the Revision Petition raises various grounds, the challenge, as canvassed before this Court, is confined to the objection concerning the availability of reasonably suitable alternative accommodation with the Respondent.

SUBMISSIONS ON BEHALF OF THE PARTIES:

8. Learned counsel for the Petitioner submits that the Respondent has additional commercial premises available in the same property, which could be utilised for the stated business requirement. In particular, reliance is placed upon Shop Nos. 912, 1466, 1467, 1470, 1476 and 1477. It is contended that the availability of these premises has not been appropriately appreciated and that the Respondent cannot seek eviction of the Petitioner without establishing why the available shops would not suffice for the proposed commercial activity. On this basis, it is submitted that the learned ARC erred in rejecting the Leave to Defend Application without adequately considering the plea of alternative accommodation.

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9. ***Per contra***, learned counsel for the Respondent supports the Impugned Order and submits that the Subject Premises is situated on the ground floor at a prime commercial location near Bhagirath Place and is suitable for carrying on business in electronic gadgets and allied goods, as well as for establishing a departmental store. With regard to the objection concerning alternative accommodation, learned counsel for the Respondent submits that the mere existence of other shops does not, by itself, render them reasonably suitable for the requirement pleaded. In this regard, it is contended that Shop Nos. 1466 and 1467 are situated towards another corner of the property, with a hall intervening between them and the Subject Premises, whereas the Subject Premises is a two-side-open corner shop on the ground floor. It is further submitted that the other shops relied upon by the Petitioner are either insufficient for the proposed business or are occupied by tenants. Accordingly, it is argued that the learned ARC rightly concluded that no reasonably suitable alternative accommodation had been established and that the Petitioner had failed to raise any triable issue warranting interference with the Impugned Order.

10. It is lastly submitted that the present proceedings are circumscribed by the limited revisional jurisdiction of this Court under the *proviso* to Section 25-B(8) of the DRC Act. Learned counsel contends that, in the absence of any perversity, patent illegality, jurisdictional error or material irregularity in the Impugned Order, no interference by this Court is warranted in the exercise of such jurisdiction.

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

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ANALYSIS:

12. 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.

13. Before proceeding to examine the individual grounds of challenge, it is necessary to delineate the scope of jurisdiction exercised by this Court under the *proviso* to Section 25B(8) of the DRC Act. The jurisdiction exercised by this Court is supervisory in nature and not appellate. The question, therefore, is whether the Impugned Order is in accordance with law and whether the decision-making process adopted by the learned ARC suffers from any illegality, material irregularity or error warranting interference. This Court is not required to undertake a fresh appreciation of the material on record as though deciding the matter in appeal.

14. The scope of the aforesaid jurisdiction has been explained by the Hon'ble Supreme Court in ***Sarla Ahuja v. United India Insurance Co. Ltd.***[7], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[8], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[9]. The consistent position emerging from these decisions is that the High Court, while exercising revisional jurisdiction under the proviso to Section 25B(8) of the DRC Act, is required to examine the legality of the order passed by the learned Rent Controller, without entering into a fresh appreciation of the material as an appellate court. The jurisdiction is intended to ensure that the order under challenge is in accordance with law, and not to permit a reconsideration of the matter

[7] (1998) 8 SCC 119
[8] (2014) 9 SCC 78
[9] (2022) 6 SCC 30

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merely because a different view may be possible. In this regard, the observations of the Hon'ble Supreme Court in ***Abid-Ul-Islam*** (supra) are apposite and 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."

15. In view of the aforesaid legal position, the scope of examination by this Court is confined to determining whether the findings recorded by the learned ARC are sustainable in law and whether any material infirmity in the Impugned Order warrants interference. The question is not whether this Court would have arrived at the same conclusion upon an independent assessment of the material, but whether the view taken by the learned ARC suffers from any illegality, material irregularity or perversity. Equally, any failure to consider a material contention bearing upon the adjudication would call for scrutiny. It is within the aforesaid parameters that the objection raised by the Petitioner against the Impugned Order fall for consideration.

16. The Petitioner's principal contention is that the Respondent has other commercial accommodation available in the same property, which, according to him, renders the requirement pleaded in respect of the Subject Premises untenable. In the Leave to Defend Application,

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the Petitioner specifically referred to Shop Nos. 912, 1466, 1467, 1470, 1476 and 1477, alleging that Shop Nos. 1466 and 1467 were in the Respondent's possession, Shop No. 1470 had been renovated and subdivided into smaller shops, and Shop Nos. 1476 and 1477 were associated with the business of M/s L.S. Caterers & Co. The Petitioner also relied upon the alleged display of advertisements offering shops for rent, and contended that the availability of such commercial spaces had not been candidly disclosed.

17. The Respondent, in reply, acknowledged possession of Shop Nos. 1466 and 1467 but specifically disputed their suitability, explaining that they were situated towards another corner of the property, with a hall intervening, whereas the Subject Premises was a corner shop open on two sides. It was further stated that the proposed business involving electronic goods and allied items, or a departmental store, would require approximately 2,000 square feet for display, storage, billing and accounting, which the said shops could not adequately accommodate. As regards Shop Nos. 1476 and 1477, the Respondent clarified that M/s L.S. Caterers & Co. was being run by her and her husband, and that her son had no concern with the said business, as he intended to establish an independent commercial venture. The Petitioner has also referred to Property No. 912 as an alleged alternative accommodation, whereas the Respondent has specifically denied ownership of the said property.

18. Having noticed the rival submissions and the principles governing the assessment of alternative accommodation, it is necessary to advert to the findings recorded by the learned ARC on

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this aspect. The relevant portion of the Impugned Order reads as under:

> "**ALTERNATE ACCOMMODATION**
>
> 20) With regard to the plea of alternative accommodation, it is contended by the respondent that the petitioner has concealed the various alternative accommodations. 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)(e) 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 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.* In the light of the said principles, I proceed to consider the contentions of the respondent.
>
> 21) **In the present matter, however, no particulars of any purported alternative accommodation have been pleaded by the respondent.** It is trite to state that the burden is upon the tenant to show that other alternative suitable accommodation is available with landlord and how the said premises were suitable for the pleaded requirement. 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."
>
> 22) It is also contended that petitioner has alternative accommodations in the form of shops in the same premises. However, it is pertinent to note that nothing has been brought on record to even prima facie show that the said premises are lying vacant. *Therefore, it is not the case whereby the said shops are lying vacant and available as alternative accommodations.*

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Besides, it is a well settled law that the shop on the ground floor is much more suitable than a shop on the upper floors from the perspective of both the buyer and seller. In this regard it is pertinent to note the judgement of the **Hon'ble Apex Court in Uday Shankar Upadhyay v. Naveen Maheshwari (2010) 1 SCC 503**, is to be noted where it was held that it is not for the Courts to say that the landlord should shift to the first floor or any higher floor as it is well known that shops and businesses are usually conducted on the ground floor, because the customers can reach there easily. It was reiterated that the Court cannot dictate to the landlord which floor he should use for his business and that is for the landlord himself to decide. Thus, a ground floor premises is more suitable for commercial purpose than the premises on upper floor as it has more footfall of the customers. Therefore, the shop on the upper floors cannot be considered as a suitable alternative. Reliance in this regard is placed upon the decision of **Hon'ble High Court of Delhi in case of Dilip Singh Kapoor & Ors Vs. Neeraj Khanna & Anr., RC.REV. 66/2017, decided on 31.08.2022.** Furthermore, the landlord being the best judge of his own requirement is the best person to decide as to which premises, he has to choose for conducting his business and a tenant cannot force the landlord to conduct his business from the basement or upper floor. It has been held by the **Hon'ble Supreme Court in the case of Rabhahar Productions Pvt. Ltd. Vs. Rajendera Kumar Tandon, 72 (1998) DLT 629** that the landlord is not disentitled from seeking recovery of the possession of a ground floor merely on the plea that he is also in possession of first floor and second floor so long as the court is satisfied with respect to the Bonafide requirement of the landlord for the tenanted premises. Similarly, in the present matter, the tenant cannot dictate the landlord to run his business from the first floor when it is settled law that the premises on the ground floor are much more suitable for commercial needs.

23) Counsel for the respondent has also relied upon various judgments to contend that *'in cases where additional accommodation is asked for, normally leave to defend should not be refused'*. However, the said judgments do not lay down any principle of law much less salutary principle of ***law to be applied irrespective of the facts of the case.*** Hence, it is not a proposition calling for universal application per se so that even if, *facts prima facie incredible in nature* are pleaded; they should like a password result in leave to contest being granted. Reliance in this regard is placed upon decision of Hon'ble High Court of Delhi in **A. M. Shah vs Pushpa Sood, 92 (2010) DLT 694 and Chand Daga vs Inder Mohan Singh Rana, 2002 (610) DRJ 410**. Further, only by looking into facts and circumstances of the case, it can be determined whether grounds for granting leave are made out or not.

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It is always the prerogative of the landlord that if he requires the premises in question for his bona fide use for expansion of his business, then, it is not for the respondent/tenant to dictate the terms and advice as to what and what not should the landlord do when he has other premises available. *Hence, the said contention is devoid of merits*.

24) 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 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 the case of ***Praveen & Anr. Vs. Mulak Raj & Ors., RC Rev. 417/2016*** in this regard. Therefore, the said contention also does not amount to any triable issue as it is for the landlord to decide which premises are suitable and not for the court to sit in the armchair of the landlord and dictate as to how the available property of landlord is best utilized by him.

25) *Hence,* ***I find that the respondent has failed to raise any triable issue on the aspect of alternative accommodation as well.***"

19. The learned ARC considered the objection in the context of the pleadings and the rival stands of the parties. It held that the Petitioner had not placed material sufficient to establish, even *prima facie*, that the other shops relied upon were vacant and available to meet the requirement pleaded by the Respondent. The learned ARC also examined the question of suitability, observing that the location and floor of a commercial premises are material considerations, particularly where the requirement concerns a business dependent upon access and visibility. In this regard, reliance was placed upon

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M.M. Quasim v. Manohar Lal Sharma[10], and ***Uday Shankar Upadhyay v. Naveen Maheshwari***[11]. The learned ARC further adverted to the settled principle that the tenant cannot dictate how the landlord ought to utilise the available accommodation. Upon this consideration, it concluded that the objection did not disclose a triable issue warranting leave to defend.

20. The legal position governing the assessment of alternative accommodation is no longer *res integra*. In ***M.M. Quasim*** (supra), the Hon'ble Supreme Court clarified that the mere existence of another premises does not defeat a claim for eviction unless such premises is reasonably suitable for the purpose for which the tenanted premises is required. The enquiry is, therefore, not satisfied by demonstrating the existence of other commercial spaces in the abstract; their availability and suitability must be assessed in the context of the particular requirement pleaded. Equally, the landlord's choice cannot be accepted uncritically, but must be examined against the material brought on record. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**18.** Before turning to the next topic, a word about the judicial approach to the question of personal requirement of the landlord under the Rent Act would not be out of place. The learned Judge of the first appellate court while upholding the claim of personal requirement of Respondent 1 has observed as under:
>
> > "It is for the plaintiffs to decide whatever they think fit and proper. It is not for the defendant to suggest as to what they should do. The defendant has led evidence to show that the plaintiffs have got some more houses at Giridih ... The defendant-appellant has also filed certified copy of judgment of one Suit 47 of 1973 which is Ex. D only to show that plaintiffs have got a decree for eviction with respect to the other house at Giridih. I have already

[10] (1981) 3 SCC 36
[11] (2010) 1 SCC 503

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> pointed out earlier that it is for the plaintiffs to decide which of the houses is suitable for them. It is not for the defendant to suggest that the house which will fall vacant in the near future is most suitable house for the plaintiffs."

This approach betrays a woeful lack of consciousness relatable to circumstances leading to enactment of Rent Acts in almost all States in the country. The time-honoured notion that the right of re-entry is unfettered and that the owner-landlord is the sole judge of his requirement has been made to yield to the needs of the society which had to enact the Rent Acts specifically devised to curb and fetter the unrestricted right of re-entry and to provide that only on proving some enabling grounds set out in the Rent Act the landlord can re-enter. One such ground is of personal requirement of landlord. When examining a case of personal requirement, if it is pointed out that there is some. vacant premises with the landlord which he can conveniently occupy, the element of need in his requirement would be absent. To reject this aspect by saying that the landlord has an unfettered right to choose the premises is to negative the very raison d'être of the Rent Act. Undoubtedly, if it is shown by the tenant that the landlord has some other vacant premises in his possession, that by itself may not be sufficient to negative the landlord's claim but in such a situation the court would expect the landlord to establish that the premises which is vacant is not suitable for the purpose of his occupation or for the purpose for which he requires the premises in respect of which the action is commenced in the court. It would, however, be a bald statement unsupported by the Rent Act to say that the landlord has an unfettered right to choose whatever premises he wants and that too irrespective of the fact that he has some vacant premises in possession which he would not occupy and try to seek to remove the tenant. This approach would put a premium on the landlord's greed to throw out tenants paying lower rent in the name of personal occupation and rent out the premises in his possession at the market rate. To curb this very tendency the Rent Act was enacted and, therefore, it becomes the duty of the court administering the Rent Act to bear in mind the object and intendment of the legislature in enacting the same. The court must understand and appreciate the relationship between legal rules and one of the necessities of life — shelter — and the way in which one part of the society exacts tribute from another for permission to inhabit a portion of the globe. In the *Sociology of Law*, edited by Pat Carlen, the author examines the rent and rent legislation in England and Wales and observes as under:

> "The prevailing paradigms of neo-classical economics and empiricist political theory have determined the conceptual insularity of law and legal institutions, with the result that they and other social events appear as random existences

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> independent of their historical formation. The force of any theory of law must of course lie in its explanatory power, and this in turn depends on the wider image of social relations which produces it."

21. The aforesaid principle finds further support in the decision of the Hon'ble High Court of Delhi in ***Harbans Singh v. Anand Tyagi***[12], wherein the Court observed that the mere existence of other accommodation with the landlord does not, by itself, establish the availability of reasonably suitable alternative accommodation. The Court further explained that the omission to disclose other properties in the eviction petition cannot, in isolation, disentitle the landlord from seeking eviction, unless the tenant is able to demonstrate a material connection between such properties and the requirement pleaded. The assessment must turn on whether the other premises are, in fact, suitable having regard to the landlord's needs and requirements. Thus, the mere identification of other properties, without establishing their suitability for the purpose for which the tenanted premises are sought, would not suffice to defeat the claim of *bona fide* requirement. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**17.** Regarding the existence of *alternative accommodation*, the whole premise of the tenant, before the learned ARC and this Court, is *qua* omission of the landlord in disclosing the same in the Eviction Petition before the learned ARC as also the filing of the earlier litigations.
>
> **18.** The factum of omission/non-disclosure of other *alternative accommodation* with the landlord, in the considered opinion of this Court, can be of relevance if the tenant is able to establish a material significant, connection, linkage or like which carries sufficient weight for it to be treated as a *triable issue*. All the more so, whence, mere existence of such *alternative accommodation* with the landlord, which, as per the needs/requirements of the landlord is not "*suitable"* in itself not to be treated as the landlord having an *alternative accommodation*. Thus, the omission/non-

[12] 2025 SCC OnLine Del 10771

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disclosure thereof wanes into insignificance. It is also further relevant to bear in mind that there is a clear difference between the landlord having an *alternative accommodation* and an *'additional'* accommodation in the context of *Section 14(1)(e)* of the DRC Act. The parameters for reckoning both the aforesaid being different, are not always the same. By treating them alike, the tenant herein cannot make a case for denying the relief sought by the landlord in an Eviction Petition under *Section 14(1)(e)* of the DRC Act.

19. In any event, mere omission to disclose the existence of *alternative accommodation* in the pleadings cannot, by itself, be construed as a ground to disentitle the landlord from obtaining a decree of eviction. Reliance is placed upon *Meenal Eknath Kshirsagar (Mrs)* v. *Traders & Agencies*[13] wherein the Hon'ble Supreme Court has held as under:—

> "*18 ... ...It would have been better if she had referred to those facts but mere omission to state them in the plaint cannot be regarded as sufficient for disentitling her from claiming a decree for eviction, if otherwise she is able to prove that she requires reasonably the suit premises for her occupation. We are, therefore, of the opinion that the appellate bench and the High Court clearly went wrong in holding that the said omission was sufficient to disentitle her from getting a decree of eviction and it also disclosed that her claim was mala fide and not bona fide as required by law… …*"
>
> (***Emphasis supplied***)

20. Although, in his leave to defend application, the tenant had referred to the landlord possessing other suitable *alternative accommodation(s)*, however, specifications *qua* three such properties were only provided. In response to the said three properties, as per landlord property bearing nos. A-1 and B1, Sudama Puri, Moti Nagar, New Delhi were both already under tenancy and the property bearing no. WZ-69, Basai Darapur was under use of his family, none of those were a solution for his *bona fide requirement* and, thus, could not qualify as an *alternative accommodation*. Barring this, since rest of the assertions made by the tenant were vague and bereft of any material particulars, the learned ARC relying upon *Baldev Singh Bajwa* v. *Monish Saini*[14], rejected them.

21. In the revision petition, the tenant has now pleaded that since property bearing nos. A-1, Sudama Puri, Moti Nagar, New Delhi, has been handed over to the landlord on 30.09.2017 and WZ-11, Kailash Park, Opposite Kirti Nagar, New Delhi, during the pendency of the present revision petition, the *bona fide requirement* for which the subject premises was sought no longer

[13] (1996) 5 SCC 344
[14] (2005) 12 SCC 778

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survives.

22. Unfortunately, the above is/are not sufficient to qualify as a *triable issue* for which the tenant can be granted leave to defend and the impugned order is set aside, much less, since recovery of possession of a/another premises by the landlord cannot be equated with the suitable *alternative accommodation* of the subject premises sought by the landlord. The needs/requirements of the landlord still remain the same. This Court cannot simply agree with the contentions raised by the tenant that the recovery of another tenanted premises by the landlord was a substitute for the subject premises. The belated plea by the tenant does not cut much ice.

23. Regarding property bearing no. A-1, Sudama Puri, Moti Nagar, New Delhi, as per the landlord, it is situated in a non-confirming area, not fit for commercial/industrial activities, and the property bearing no. WZ-11, Kailash Park, Opposite Kirti Nagar, New Delhi, is currently occupied by the other son of the landlord, namely Sh. Abhimanyu Tyagi.

24. As such, this Court agrees with the findings of the learned ARC *qua* there being no suitable *alternative accommodations* available with the landlord, as also finds that although this Court had allowed *CM APPL. 14107/2019 and CM APPL. 4115/2023* and allowed the tenant to bring on record new/fresh facts on record, however, they are not sufficient for enabling this Court to set aside the impugned order. The landlord has stuck to his stand of his *bona fide requirement* of the subject premises for a particular/specific purpose all throughout, before the learned ARC and this Court, as has also been able to give his response(s) to both the *alternative accommodations* available in the aforesaid applications, are, in the considered opinion of this Court, broad enough to reject this revision petition of the tenant.

25. Besides, the aforesaid, as per what has been held in ***Gaya Prasad*** (supra) and ***Kuldeep Singh*** (supra), do not have any material bearing on the final relief. Be that as it may, in view of what has been held in *Akhileshwar Kumar* v. *Mustaqim*[15], *Anil Bajaj* v. *Vinod Ahuja*[16], *Shiv Sarup Gupta* v. *Dr. Mahesh Chand Gupta*[17]; *Viran Wali* v. *Kuldeep Rai Kochhar*[18] and *Kanhaiya Lal Arya* v. *Md. Ehsan*[19], it is now an established position that it is not for the tenant to dictate the terms as to how the landlord should use the subject premises, and it is the sole prerogative of the landlord himself, that too, merely since there are other *alternative accommodations* available with the landlord. More so, since the assessment of *suitability* must encompass a range of factors, such

[15] (2003) 1 SCC 462
[16] (2014) 15 SCC 610 : AIR 2014 SC 2294
[17] (1999) 6 SCC 222
[18] (2010) 174 DLT 328
[19] 2025 SCC OnLine SC 432

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> as the property's size, location, accessibility, intended use, viability, safety considerations, etc., which collectively have to be taken into consideration whilst dealing with the aspect of availability of *alternate suitable accommodation*. Simply because an *alternate accommodation* is available is not, by itself, a ground to deny the landlord's claim for eviction."

22. The requirements governing a plea of alternative accommodation were delineated by the Hon'ble High Court of Delhi in ***Lalta Prasad Gupta v. Sita Ram***[20], wherein the Hon'ble High Court of Delhi delineated the particulars required to be pleaded by a tenant raising an objection on the ground of availability of alternative accommodation. The tenant is required to furnish the particulars of the premises relied upon, disclose the landlord's right or title thereto, plead that the premises were vacant and available for use at the relevant time, and explain how the same would be suitable for the requirement pleaded by the landlord. The extent of such material would depend upon the facts and circumstances of each case. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "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."

23. Applying the aforesaid principles to the facts of the present case, the objection concerning alternative accommodation is required to be examined with reference to the specific premises identified by

[20] 2017 SCC OnLine Del 13026

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the Petitioner and the material placed on record regarding their ownership, availability and suitability for the commercial requirement pleaded by the Respondent.

24. Tested on this touchstone, the Respondent's explanation regarding Shop Nos. 1466 and 1467 assumes significance. While their possession is not disputed, however the Respondent has disputed their suitability for the proposed commercial activity. The Respondent has furnished a specific explanation distinguishing them from the Subject Premises on the basis of their location, the intervening hall, the corner configuration and the space required for the proposed business. These are not merely matters of subjective preference; they bear upon the practical suitability of the accommodation for the intended commercial use.

25. The Respondent has further asserted that the proposed business involving electronic goods and allied items, or the establishment of a departmental store, would require approximately 2,000 square feet for display, storage, billing and accounting. The Petitioner's reliance upon the Respondent's possession of the said shops must, therefore, be assessed in conjunction with the explanation furnished regarding their suitability and the material available on record. The Petitioner's assertion that the said shops are available with the Respondent does not, in itself, displace this explanation or establish that they constitute a reasonably suitable substitute for the Subject Premises.

26. As regards Property No. 912, the Respondent has specifically denied being the owner thereof. In the absence of material *prima facie* establishing the Respondent's ownership of, or legal entitlement to use, the said property, its mere reference by the Petitioner cannot, by

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itself, establish the availability of reasonably suitable alternative accommodation.

27. The allegations concerning Shop No. 1470 and Shop Nos. 1476 and 1477, including their alleged subdivision and association with M/s L.S. Caterers & Co., must likewise be assessed by reference to actual availability and suitability for the pleaded requirement. The Respondent has clarified that the business of M/s L.S. Caterers & Co. is conducted by her and her husband, whereas her son proposes to establish an independent commercial venture. The existence of an ongoing commercial activity in the property does not, without more, establish that the premises associated with it are available for the son's proposed venture. The material relied upon by the Petitioner must disclose more than the existence or commercial use of these shops; it must raise a substantial question as to their availability and reasonable suitability for the requirement in issue.

28. The same holds true of the allegation that advertisements were displayed offering certain shops for rent. Even if, *arguendo*, that some shops in the property were being offered on rent, that circumstance, standing alone, cannot lead to the inference that those shops were reasonably suitable for the Respondent's proposed commercial use. The offer of a premises for letting does not, by itself, establish its availability as well as its suitability for a business involving electronic goods and allied items or a departmental store, particularly when the Respondent has explained the spatial and locational features considered necessary for the proposed venture. In the absence of material connecting the shops allegedly offered on rent with the

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specific requirement pleaded, the allegation does not, by itself, raise a triable issue.

29. The aforesaid position finds further support in ***Anil Bajaj v. Vinod Ahuja***[21], wherein the Hon'ble Supreme Court held that the existence of other commercial premises from which the landlord may be carrying on business does not, by itself, foreclose the landlord's right to seek eviction of the tenanted premises for his own *bona fide* requirement. The Court reiterated that the tenant cannot dictate the manner in which the landlord ought to utilise his property for the purposes of business. The principle emerging from the aforesaid decision is that the mere existence of additional premises cannot be equated with the availability of reasonably suitable alternative accommodation; their suitability must be assessed in the context of the actual requirement pleaded by the landlord. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**6.** In the present case it is clear that while the landlord (Appellant 1) is carrying on his business from a shop premise located in a narrow lane, the tenant is in occupation of the premises located on the main road which the landlord considers to be more suitable for his own business. The materials on record, in fact, disclose that the landlord had offered to the tenant the premises located in the narrow lane in exchange for the tenanted premises which offer was declined by the tenant. It is not the tenant's case that the landlord, Appellant 1, does not propose to utilise the tenanted premises from which eviction is sought for the purposes of his business. It is also not the tenant's case that the landlord proposes to rent out/keep vacant the tenanted premises after obtaining possession thereof or to use the same is any way inconsistent with the need of the landlord. What the tenant contends is that the landlord has several other shop houses from which he is carrying on different businesses and further that the landlord has other premises from where the business proposed from the tenanted premises can be effectively carried out. It would hardly require any reiteration of the settled principle of law that it is not for the tenant to dictate to

[21] (2014) 15 SCC 610

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> the landlord as to how the property belonging to the landlord should be utilised by him for the purpose of his business. Also, the fact that the landlord is doing business from various other premises cannot foreclose his right to seek eviction from the tenanted premises so long as he intends to use the said tenanted premises for his own business."

30. Applying this principle to the facts of the present case, the mere identification of other shops by the Petitioner does not, in itself, establish that such shops are available and reasonably suitable for the commercial purpose contemplated by the Respondent. The explanation furnished by the Respondent regarding the location, configuration and space requirements of the proposed business must, therefore, be considered in determining whether the material placed on record raises a triable issue.

31. In ***Uday Shankar Upadhyay v. Naveen Maheshwari***[22], the Hon'ble Supreme Court recognised the significance of the location and floor of commercial premises in assessing suitability. The principle is pertinent here, since the Respondent has relied upon the Subject Premises being a ground-floor, two-side-open corner shop. These features, read with the explanation regarding the space required for the proposed business, provide a rational basis for distinguishing the Subject Premises from the other shops alleged to be available. The learned ARC was, therefore, justified in examining not merely whether other shops existed, but whether the material on record demonstrated their availability and reasonable suitability for the pleaded requirement. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**7.** In our opinion, once it is not disputed that the landlord is in bona fide need of the premises, it is not for the courts to say that he

[22] (2010) 1 SCC 503

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> should shift to the first floor or any higher floor. It is well known that shops and businesses are usually (though not invariably) conducted on the ground floor, because the customers can reach there easily. The court cannot dictate to the landlord which floor he should use for his business; that is for the landlord himself to decide. Hence, the view of the courts below that the sons of Plaintiff 1 should do business on the first floor in the hall which is being used for residential purpose was, in our opinion, wholly arbitrary, and hence cannot be sustained. As regards the finding that the sons of Plaintiff 1 are getting a salary of Rs 1500 from the firm, in our opinion, this is wholly irrelevant and was wrongly taken into consideration by the High Court."

32. Upon an independent appraisal of the rival pleadings and the reasoning recorded in the Impugned Order, this Court finds no material infirmity warranting interference with the conclusion reached by the learned ARC. The objection regarding alternative accommodation was not rejected merely because the Petitioner had failed to identify other premises; rather, the decisive consideration was the absence of material sufficient to establish that the identified shops were available and reasonably suitable for the commercial requirement pleaded. The learned ARC's assessment accords with the settled legal position that the existence of other accommodation, without more, does not suffice to defeat a *bona fide* claim for eviction. Consequently, the finding that no triable issue arose on this ground does not suffer from any patent illegality, material irregularity or perversity warranting interference in exercise of the revisional jurisdiction under the proviso to Section 25B(8) of the DRC Act.

CONCLUSION:

33. Having considered the objection raised by the Petitioner, this Court finds that the challenge does not disclose any circumstance warranting interference with the Impugned Order.

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34. The enquiry at the stage of considering an application for leave to defend is not whether every aspect of the landlord's case admits of further elaboration, or whether another possible commercial arrangement can be conceived. The material question is whether the tenant has disclosed facts which, if established, would disentitle the landlord from obtaining an order of eviction under Section 14(1)(e) of the DRC Act. The summary procedure contemplated under Section 25B of the DRC Act cannot be displaced by objections which do not materially undermine an essential ingredient of the landlord's claim. At the same time, the Court must remain alive to the possibility that a specific and substantiated defence may warrant trial. In the present case, however, the objections raised by the Petitioner, when considered against the pleadings, the material placed on record and the findings of the learned ARC, do not meet that threshold.

35. The revisional jurisdiction of this Court under the proviso to Section 25B(8) of the DRC Act is supervisory in nature. This Court is not called upon to substitute its own view for that of the learned ARC merely because another view may be conceivable. Interference would be warranted where the Impugned Order suffers from an error of law, material irregularity, perversity, or a failure to consider a material aspect having a bearing on the adjudication. No such circumstance has been demonstrated in the present case. The learned ARC has considered the material objections raised by the Petitioner and the conclusions reached are legally sustainable on the material before it.

36. 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

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dismissed. Consequently, the Impugned Order dated 29.05.2026 passed by the learned ARC in RC ARC No. 356/2023 does not warrant any interference. The Eviction Order passed in respect of Shop situated on the ground floor of the property bearing No. 1468, Rang Mahal, Nahar Sadat Khan, S.P. Mukherjee Marg, Delhi-110006, is accordingly affirmed.

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

38. 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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