



2026:DHC:18



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: December 19, 2025

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Pronounced on: January 05, 2026

+ RC.REV. 313/2023, CM APPL. 57766/2023

SHASHIKANT DIXIT

.....Petitioner

Through: Dr. Amit George, Ms. Hitaakshi Mehra, Mr. Nitesh Mehra and Mr. Dushyant Kishan Kaul, Advs.

Versus

RENUKA SHARMA

.....Respondent

Through: Mr. Preet Pal Singh, Ms. Tanupreet Kaur and Ms. Medha Navami, Advs.

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 57/2018 entitled '*Shashikant Dixit vs. Renuka Sharma*' under Section 14(1)(e) of the Delhi Rent Control Act, 1958² against the respondent/ tenant³ seeking eviction of the property bearing Flat no.313, DDA Tower No. 1, Mount Kailash, East of Kailash, New Delhi⁴, before the learned Senior Civil Judge-cum-Rent Controller, South-East District, Saket Courts, Delhi⁵.

2. *Briefly put*, it was the case of the landlord therein that the respondent

¹ Hereinafter '*landlord*'

² Hereinafter '*DRC Act*'

³ Hereinafter '*tenant*'

⁴ Hereinafter '*subject premises*'

⁵ Hereinafter '*learned RC*'



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was inducted as a tenant by the erstwhile owner and that the landlord became the owner of the subject premises by virtue of the registered Agreement to Sell and Purchase, General Power of Attorney, Special Power of Attorney, Will and Possession Letter, all dated 13.08.1999⁶ executed in his favour by the erstwhile owner for a sale consideration of Rs.7,00,000/-. As the landlord with his wife were residing with his own brother and his family, it was causing acute inconvenience to both families due to the growing needs of their respective households, moreover, since the son of the landlord's brother also got married on 23.11.2016, his brother has requested to vacate the said premises. Hence, there was a *bona fide requirement* by the landlord for residential purpose of his family members as there were no other suitable *alternative accommodation* available with them for the same.

3. Upon service, the tenant filed her application seeking leave to defend. It was her case that she was neither a tenant of the landlord nor he was the owner-landlord of the subject premises as she had entered into an Agreement to Sell dated 01.06.1996 with the erstwhile owner *qua* the subject premises. Although, she had paid the sale consideration, however, the landlord in collusion with the erstwhile owner, subsequently executed fraudulent documents purporting to transfer the subject premises in favour of the landlord. Even though a Suit for Specific Performance being CS DJ No.609557/16⁷ instituted by her against them was dismissed *vide* order dated 31.08.2018, however, an appeal being RFA 213/2019⁸ entitled '*Renuka Sharma vs. Surinder Singh Sodhi & Anr.*' is already pending

⁶ Hereinafter '*possessory documents*'

⁷ Hereinafter '*Suit*'

⁸ Hereinafter '*Appeal*'



before this Court. Therefore, the issue of ownership of the subject premises is yet to attain finality. Lastly, it was stated that the landlord had other alternative accommodation available with him and the need projected by the landlord was not genuine or *bona fide*.

4. In response, as per landlord since there was no stay granted by this Court in the Appeal, the pendency thereof could not come in the way. In any event, the erstwhile owner of the subject premises has himself admitted the sale of the subject premises to the landlord herein while deposing as a witness in the Suit.

5. Hearing the parties, the learned RC proceeded to pass the order dated 04.10.2023⁹, allowing the application of the tenant seeking leave to defend as the tenant was able to raise a triable issue *qua* the alleged claim of the landlord *qua* the ownership and *landlord tenant relationship* between the parties over the subject premises.

6. Hence, the present petition filed by the landlord seeking setting aside of the impugned order dated 04.10.2023 passed by the learned RC.

7. Though the landlord has raised various grounds herein, Dr. Amit George, learned counsel for the landlord primarily submitted that the learned RC failed to appreciate that the landlord is in possession of various possessory documents relating to the subject premises in his favour executed by the erstwhile owner. Moreover, the Suit of the tenant against the landlord and the erstwhile owner has already been dismissed by the learned Trial Court *qua* the very same subject premises.

8. Dr. Amit George, learned counsel further submitted that the plea *qua* ownership raised by the tenant was vague and uncorroborated. Relying

⁹ Hereinafter '*impugned order*'



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upon *Sardar Mahinder Singh vs. Sukhwant Kaur*¹⁰, the learned counsel submitted that the issue of ownership in an Eviction Petition under *Section 14(1)(e)* of the DRC Act need not be that of absolute title/ ownership, rather the requirement of ownership under the DRC Act is of a title better than that of the tenant, which the landlord was clearly able to establish by relying upon the possessory documents in his favour. In light of the aforesaid, Dr. Amit George, learned counsel urged that the impugned order is liable to be set aside.

9. *Per contra*, Mr. Preet Pal Singh, learned counsel for the tenant supporting the impugned order submitted that since a categorical plea/ dispute *qua* ownership of the subject premises has been raised by the tenant, more so, since the erstwhile owner of the subject premises had entered into an Agreement to Sell dated 01.06.1996 with the tenant as also an Appeal is still pending before this Court, as also that the alleged possessory documents are all fabricated documents executed by the landlord in connivance with the erstwhile owner. In view thereof, he submitted that the impugned order needs no interference as they were sufficient for raising a *triable issue*.

10. Lastly, relying upon *Liaq Ahmed vs. Habeeb-Ur-Rehman*¹¹, *S.S. Puri vs. S.P. Malhotra*¹² and *Sh. Najmul Arafeen Chawla & Anr. vs. Dr. Mohd. Najeeb*¹³, and the Scheme of the DRC Act, Mr. Preet Pal Singh, learned counsel submitted that since the tenant was able to disclose grounds as also *prima facie* show a cause which was not baseless, unreal, and

¹⁰ 2019 (258) DLT 605

¹¹ 2000 (5) SCC 708

¹² 2002 (95) DLT 399

¹³ 2025 (318) DLT 631



unfounded, the learned RC was obligated to grant the leave to defend against the eviction sought by the landlord. Further, relying upon *Abid-Ul-Islam vs. Inder Sain Dua*¹⁴, the learned counsel submitted that as per the settled position of law, the degree of interference by the revisionary Court is to be exercised sparingly and only under exceptional circumstances under *Section 25B* of the DRC Act. In light of the aforesaid, Mr. Preet Pal Singh, learned counsel urged this Court to uphold the impugned order.

11. Heard learned counsel for the parties at considerable length, as also carefully gone through the documents and pleadings on record and the judgments cited by them at the Bar.

12. It is an admitted fact that the landlord had filed possessory documents before the learned RC. As held in *Shanti Sharma vs. Ved Prabha*¹⁵, it is now well-settled that based thereon once the landlord herein was able to show a ‘better title’ in his favour than the tenant, there was no occasion for the learned RC to go into the issue of ownership, when, admittedly after observing in the impugned order that in view of the Transfer of Property Act, 1882¹⁶ the learned RC did not have the jurisdiction to deal with it. Since the eviction proceedings under the DRC Act are not pertaining to ‘absolute title’, and they were not under the TP Act, it was beyond the realm of the learned RC to adjudicate upon the same, as also consider that there was no registered Sale Deed to return a finding that the tenant was able to raise a *triable issue*. Presiding over rent control matters, learned RC has wrongly assumed the role of a Civil Court.

13. Once the landlord was in possession of the possessory documents in

¹⁴ (2022) 6 SCC 30

¹⁵ (1987) 4 SCC 193

¹⁶ Hereinafter ‘TP Act’



his favour, challenge whereof has already been negated in another proceedings initiated by the tenant, the tenant could not have questioned the title and/ or the documents therefor in favour of the landlord and/ or the date(s) of execution thereof under eviction proceedings. Thus, the pendency of the Appeal was no bar and could not have been considered by the learned RC.

14. Likewise, initiation of proceedings prior to the filing of the Eviction Petition by the landlord was/ is not a basis under the DRC Act.

15. Lastly, the statement made by the erstwhile owner in the Suit, being made before a Court of Law in a judicial proceedings, ought to have been given due weightage independently by the learned RC as well.

16. In view thereof, there is no gain-saying that the *landlord tenant relationship* between the parties are not established.

17. Thus, the impugned order is liable to be set aside. However, since there are no findings rendered on merits regarding the *bona fide requirement* by the landlord, if any, as also non-availability of a suitable *alternative accommodation* with him, in view of ***Hindustan Petroleum Corporation Limited vs. Dilbahar Singh***¹⁷, 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. Consequently, finding manifest errors in the impugned order, as also in view of the documents and pleadings before this Court, it becomes the bounden duty of this Court to invoke its powers under revisional jurisdiction.

18. For the sake of completeness *qua* the aspect of *bona fide requirement*

¹⁷ (2014) 9 SCC 78



of the landlord, which has not been argued for and on behalf of the tenant, since it has consistently been the case of the landlord that he required the subject premises for residential purpose of his family members and as held in **Baldev Singh Bajwa vs. Monish Saini**¹⁸ & **Kanahaiya Lal Arya vs. Md. Ehshan & Ors.**¹⁹, this Court is of the view that a genuine assertion by the landlord, like the present, is sufficient to presume the genuineness thereof. Also, since the landlord who was/ is the sole and best judge of his own *bona fide requirement*, with the tenant having no role to play therein. The assertions made by the tenant *qua* the same before the learned RC have no cogent basis and/ or substantiation for raising a *triable issue*.

19. Similarly, regarding non-availability of *alternative accommodation* with the landlord, which has also not been argued for and on behalf of the tenant, as held in **Yodh Raj, Satya Prakash & Sons [Firm] & Anr. vs. Narain Kumar & Sons [HUF]**²⁰, it was/ is the paramount discretion of the landlord to assess his own requirements, needs, necessities, purpose, sufficiency and suitability *qua* residing in the subject premises with his family members, on which the tenant has no say, especially, whence once again, there was nothing on record before the learned RC substantiating anything contrary thereto, barring bald assertions. Therefore, the tenant was unable to raise a *triable issue* thereon as well.

20. In view of the aforesaid analysis and findings, the present revision petition is allowed and the impugned order dated 04.10.2023 passed by the learned RC is set aside.

21. Resultantly, an order of eviction is passed in favour of the landlord in

¹⁸ MANU/SC/0264/2025

¹⁹ AIR 1999 SC 100

²⁰ 227[2016] DLT 363



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respect of property bearing Flat no.313, DDA Tower No. 1, Mount Kailash, East of Kailash, New Delhi, *albeit*, the same shall be given effect to only after the expiry of *six months* period from today in terms of *Section 14(7)* of the DRC Act.

22. Accordingly, the present petition along with the pending application is disposed of in terms of the above with no order as to costs.

SAURABH BANERJEE, J.

JANUARY 05, 2026
Ab/DA

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By: BABLOO SHAH
Signing Date: 05.01.2026
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