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

Reserved on: 27th February, 2026

Pronounced on: 9th March, 2026

+   **RC.REV. 306/2023**

PREETI GUPTA .....Petitioner
Through: Mr. Mandeep Kumar Sharma, Adv.

versus

MADAN MOHAN PAHWA .....Respondent
Through: Mr. Shubham Budhiraja, Adv.

+   **RC.REV. 308/2023**

PREETI GUPTA .....Petitioner
Through: Mr. Mandeep Kumar Sharma, Adv.

versus

RAJ KUMAR BHATIA .....Respondent
Through: None.

+   **RC.REV. 310/2023**

PREETI GUPTA .....Petitioner
Through: Mr. Mandeep Kumar Sharma, Adv.

versus

SUDHARSHAN KUMARI PAHWA & ANR. .....Respondents
Through: Mr. Shubham Budhiraja, Adv.

\+ **RC.REV. 311/2023**

PREETI GUPTA .....Petitioner
Through: Mr. Mandeep Kumar Sharma, Adv.

versus

GOVIND RAM (SINCE DECEASED) THROUGH HIS LR .....Respondent
Through: None.

\+ **RC.REV. 318/2023**

PREETI GUPTA .....Petitioner
Through: Mr. Mandeep Kumar Sharma, Adv.

versus

DARSHAN LAL KAINTH (SINCE DECEASED) THROUGH HIS LEGAL HEIR SH. MANOJ KAINTH .....Respondent
Through: None.

CORAM:
HON'BLE MR. JUSTICE AMIT SHARMA

AMIT SHARMA, J.

1. These petitions have been taken up for hearing and are being disposed of by way of present common judgment as the issue arisen in the impugned orders is same. The present petitions under Section 25B(8) of the Delhi Rent Control Act, 1958, (for short, 'DRCA') have been filed assailing the impugned orders of even date 28.04.2023 passed by learned SCJ-cum-RC, Central, Tis Hazari Courts, Delhi, in eviction petitions filed on behalf of the petitioner-landlord against the respondents-tenants with respect to their respective tenanted premises which are stated to have been owned by the petitioner herein.

2. In the eviction petitions, it was stated by the petitioner that the erstwhile owner of the property was Smt. Raj Kumari Verma, who had executed GPA and Gift Deed in favour of her son, Ashok Kumar Verma *vide* document dated 16.08.1995. Thereafter, said Ashok Kumar Verma executed a Will dated 28.01.2005 along with other relevant documents in favour of Anil Gupta, husband of the petitioner. Ashok Kumar Verma passed away on 27.10.2021 and after his demise, Anil Gupta become absolute owner of the entire property situated and located at 3379-81, Hakim Bawa Street, Hauz Qazi, Delhi-110006, comprising of basement, ground floor, first floor, and second floor with terrace, where the tenanted premises are situated. Subsequent thereto, the subject property was gifted by Anil Gupta in favour of the petitioner, Preeti Gupta, by way of a registered Gift Deed dated 18.07.2022.

3. The subject eviction petitions were filed by the petitioner on the ground of *bonafide* requirement. It was stated that the family of the petitioner comprises of her two daughters, and petitioner herself, who is partially paralyzed and handicapped from left side. Husband of the petitioner, Anil Gupta, is stated to have passed away. It has been averred that the petitioner is running a business of Electrical Maintenance and Contractor work in Faridabad, Haryana, under the name and style of 'Preety Electricals'. The elder daughter of petitioner has completed "Aerospace Engineering" and younger daughter is an architect by profession and both of them are unmarried. Now, the petitioner wants to start her business in Delhi and her daughters want to start their respective professional work and in view of the same, she requires the entire premises and they have no other alternate suitable accommodation to meet their requirement.

4. *Vide* the impugned orders dated 28.04.2023, learned RC, after hearing arguments on the maintainability of the case, had dismissed the eviction petitions under Section 14(1)(e) of the DRCA instituted by the petitioner against the respondents on the ground that same are not maintainable in view of the bar by law under Section 14(6) of the DRCA. Perusal of the impugned orders show that the contents of the same are similar. Thus, for completeness, the impugned order dated 28.04.2023 in **RC.REV. 306/2023** has been reproduced as under: -

> "The present petition is an eviction petition filed by the petitioner u/s 14(1)(e) of the DRC Act whereby the petitioner is seeking the eviction of the tenanted property i.e. **3379/5, Hakim Baqa Street, Hauz Qazi, Delhi-110006** on the ground of bonafide need stating that the petitioner is the lawful and absolute owner of the tenanted premises having it obtained/acquired by way of registered gift deed dated 18.07.2022 executed by the previous owner/her husband Sh. Anil Gupta, who had acquired the same by way of Will dt. 28.01.2005 executed by one Ashok Kumar Verma in his favour.
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> On the other hand, the ld. counsel for the respondent has raised an objection with respect to the maintainability of the present petition u/s 14(6)DRC Act.
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> Submissions are heard on the maintainability of the present petition from both the sides.
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> Thus, as is apparent from the petition of the petitioner the petitioner is seeking the possession of the tenanted premises contending that she is absolute owner of the tenanted premises on the basis of registered gift Deed dt. 18.07.2022 and the tenanted premises

is bonafidely required by the petitioner as the petitioner and her daughter want to start their business work from the tenanted premises and that they have no other suitable alternate accommodation to meet their bonafide requirement. It is also clear from the record that the Gift Deed dt. 18.07.2022 has been executed in favour of the petitioner by her husband Sh. Anil Gupta, who had the authority to execute such gift deed on the basis of his rights derived in the tenanted premises by virtue of Will dt. 28.01.2005 executed by the previous owner namely sh. Ashok Kumar Verma in his favour. Thus, the judicial record makes it amply clear that the property in question has been acquired by the petitioner by way of registered gift deed w.e.f. 18.07.2022 only.

It is relevant to note that during arguments on the maintainability of petition, though, the ld. counsel for the petitioner had argued that since prior to the execution of the registered gift deed dt. 18.07.2022, the husband of the petitioner only was the lawful owner of the tenanted premises and the petitioner also had rights over the tenanted premises being his wife, the ownership of the petitioner shall also relate back to 28.01.2005 when the Will dt. 28.01.2005 was ' executed by Sh. Ashok Kumar Verma in favour of her husband and as such, Section 14(6) DRC Act has no application to the present petition and the same is very much maintainable. Reliance is also placed upon ***'J.C. Mehra vs. Kusum Gupta', 2003 SCC Online Del 505*** of Hon'ble High Court of Delhi.

However, the court does not find any merit in the above said contention of ld. counsel for the petitioner and the authority relied upon by the ld. counsel for the petitioner also has no application to the present case. In the case relied upon by the petitioner, the maintainability of eviction petition was challenged u/s 14(6) DRC Act on the ground that the respondent landlord had purchased the suit property initially on the basis of power of attorney dt. 12.08.1993 and, thereafter, a formal conveyance deed was executed in his favour on 10.03.1995 and the contention of the petitioner/tenant to the maintainability of the petition was that the five years period as provided u/s 14(6) DRC Act should be calculated from the date when the conveyance deed was executed in favour of respondent/landlord and not from the date when power of attorney sale was made. Rejecting the said contention and relying upon ***'Sushil Kanta Chakravorty Vs. Rajeshwar Kumar, 85(2000) DLT 197*** it was held by the Hon'ble High Court of Delhi that the perusal of the documents relied upon by the respondent/landlord shows that the power of attorney was for consideration within the meaning of Sec. 202 of the Indian Contract Act and interest was thus created in favour of respondent landlord was created in the year 1993. Possession was also handed over so was the right to recover rent. Thus, the respondent acquired the premises by transfer. in part performance of agreement to sell and got notional possession of the premises, which continued to be in possession of the tenant, for all intent and purposes. Execution of the conveyance deed is a subsequent event after the acquisition of the premises by the respondent by virtue of power of attorney sale. The respondent, thus, became a landlord on the date when agreement to sell was executed and he got symbolic possession of the suit premises. Sec. 14 (6) DRC Act will not stand in the way of the respondent in asking of recovery of possession on the basis of power of attorney sale because the period has to be reckoned not from the date of the conveyance but from the date of power of attorney sale was made.

However, in the present case the petitioner has based his claim of ownership on the basis of registered gift deed dt. 18.07.2022. Thus, the case relied upon by the petitioner has no application to the facts of the present case.

At this stage, it is relevant to note that as per Section 14(6) of DRC Act where a landlord acquires any premises by transfer, no application for recovery of the possession of such premises shall lie u/s 14(1)(e) of DRC Act unless a period of five years has elapsed from the date of acquisition/purchase.

Thus, since in the presence case also after the acquisition of the tenanted premises by the petitioner on 18.07.2022 by way of registered gift deed, a period of five years is yet to be lapsed, the petition of the petitioner is clearly premature and barred in view of Section 14(6) of DRC Act.

The petition of the petitioner accordingly stands rejected being non-maintainable and barred by law.

> Further, since the petition in hand is itself dismissed, the application filed by the applicant Ms. Savitri Verma u/o 1 Rule 10 CPC has also become infructuous and accordingly disposed off.
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> Copy of order be given dasti on request.
>
> File be consigned to Record Room as per rules."

5. At this stage, it is pertinent to note that notice was issued in all the aforesaid petitions on 22.04.2024. Report with regard to the said notice shows that respondents in all the petitions have been served; however, in **RC.REV. 308/2023, RC.REV. 311/2023, and RC.REV. 318/2023,** none has entered appearance on behalf of the said respondents.

6. Learned counsel for the petitioner-landlord submits that the latter is a widow. She is stated to be partially paralyzed and handicapped from left side and requires the tenanted premises on account of *bonafide* requirement for running the business of electrical maintenance in Delhi as also for the professional business of her daughters. It is submitted that title of the subject property wherein the tenanted premises are situated has devolved to her by way of a Gift Deed dated 18.07.2022 executed by her husband in her favour and the same would not fall within the meaning of 'transfer' as provided under Section 14(6) of the DRCA. It is further submitted that the husband of the petitioner was the lawful owner of the subject premises and the petitioner being his wife had legal right over the same as the ownership of the husband over the said property relates back to the Will dated 28.01.2005 by which the subject property was inherited by him from Ashok Kumar Verma. It is further submitted that such transfer by way of inheritance would not be barred under Section 14(6) as the same was enacted to curb the voluntary act of transfer by the landlords and not by inheritance. It is further submitted that even otherwise, the petitioner being legal representative and legal heir of her husband, Anil Gupta, could have filed or continued the eviction proceedings, if the same would have been instituted by him. Therefore, the bar under Section 14(6) for institution of eviction proceedings would not be applicable to the present case. Reliance has been placed on the judgment of Coordinate Benche of this Court in **Hindustan Lever Ltd. v. Rajeshwari Pandey**[1], in support of the case of the petitioner.

7. *Per contra*, learned counsel for the respondents-tenants has submitted that the petitioner has received the entire property by way of a registered Gift Deed dated 18.07.2022 and this conveyance by virtue of its nature would come within the purview of 'transfer' under Section 14(6) of the DRCA. It is submitted that the husband of the petitioner had received the subject property by Will dated 28.01.2005 from Ashok Kumar Verma, who was not his relative. Reliance has been placed on the judgment of Hon'ble Supreme Court in **V.N. Sarin v. Major Ajit Kumar Poplai & Anr.**[2], in support of their case.

8. Heard learned counsels for the parties and perused the records.

9. Section 14(6) of the DRCA reads as under: -

> "**14. Protection of tenant against eviction.—**
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> **** **** ****
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> (6) Where a landlord has acquired any premises by transfer, no application for the recovery of possession of such premises shall lie under sub-section (1) on the ground specified in clause (e) of the proviso

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1 1998 SCC OnLine Del 594: (1998) 75 DLT 238
2 1965 SCC OnLine SC 301: AIR 1966 SC 432

thereto, unless a period of five years have elapsed from the date of the acquisition."

10. The Hon'ble Supreme Court in **V.N. Sarin (*supra*),** while examining the legislative intent of provisions of Section 14(6) of the DRCA in case of landlord acquiring the property by way of a partition of undivided Hindu family property, had observed and held as under: -

> "8. That takes us to Section 14(6). It provides that where a landlord has acquired any premises by transfer, no application for the recovery of possession of such premises shall lie under sub-section (1) on the ground specified in clause (e) of the proviso thereto, unless a period of five years has elapsed from the date of the acquisition. It is obvious that if this clause applies to the claim made by Respondent 1 for evicting the appellant, his application would be barred, because a period of five years had not elapsed from the date of the acquisition when the present application was made. The High Court has, however, held that where property originally belonging to an undivided Hindu family is allotted to the share of one of the coparceners as a result of partition, it cannot be said that the said property has been acquired by such person by transfer; and so, Section 14(6) cannot be invoked by the appellant. The question which we have to decide in the present appeal is whether this view of the High Court is right.
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> 9. Before construing Section 14(6), it may be permissible to enquire what may be the policy underlying the section and the object intended to be achieved by it. **It seems plain that the object which this provision is intended to achieve is to prevent transfers by landlords as a device to enable the purchasers to evict the tenants from the premises let out to them**. If a landlord was unable to make out a case for evicting his tenant under Section 14(1)(e), it was not unlikely that he may think of transferring the premises to a purchaser who would be able to make out such a case on his own behalf; and the legislature thought that if such a course was allowed to be adopted, it would defeat the purpose of Section 14(1). **In other words, where the right to evict a tenant could not be claimed by a landlord under Section 14(1)(e), the legislature thought that the landlord should not be permitted to create such a right by adopting the device of transferring the premises to a purchaser who**

may be able to prove his own individual case under Section 14(1)(e). It is possible that this provision may, in some cases, work hardship, because if a transfer is made by a landlord who could have proved his case under Section 14(1)(e), the transferee would be precluded from making a claim for the eviction of the tenant within five years even though he, in his turn, would also have proved his case under Section 14(1)(e). Apparently the legislature thought that the possible mischief which may be caused to the tenants by transfers made by landlords to circumvent the provisions of Section 14(1)(e) required that an unqualified and absolute provision should be made as prescribed by Section 14(6). That, in our opinion, appears to be the object intended to be achieved by this provision and the policy underlying it.

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13. In dealing with the present appeal, we propose to confine our decision to the narrow question which arises before us and that relates to the construction of Section 14(6). **What Section 14(6) provides is that the purchaser should acquire the premises by transfer and that necessarily assumes that the title to the property which the purchaser acquires by transfer did not vest in him prior to such transfer. Having regard to the object intended to be achieved by this provision, we are not inclined to hold that a person who acquired property by partition can fall within the scope of its provision even though the property which he acquired by partition did in a sense belong to him before such transfer.** Where a property belongs to an undivided Hindu family and on partition it falls to the share of one of the coparceners of the family, there is no doubt a change of the landlord of the said premises, but the said change is not of the same character as the change which is effected by transfer of premises to which Section 14(6) refers. **In regard to cases falling under Section 14(6), a person who had no title to the premises and in that sense, was a stranger, becomes a landlord by virtue of the transfer.** In regard to a partition, the position is entirely different. When the appellant was inducted into the premises, the premises belonged to the undivided Hindu family consisting of Respondent 1, his father and his brother. After partition, instead of the undivided Hindu family, Respondent 1 alone had become landlord of the premises, We are satisfied that it would be unreasonable to hold that allotment of one parcel of property belonging to an undivided Hindu family to an individual coparcener as a result of partition is an acquisition of the said property by transfer by the said coparcener within the meaning of Section 14(6). In our opinion, the High

Court was right in coming to the conclusion that Section 14(6) did not create a bar against the institution of the application by Respondent 1 for evicting the appellant."

11. In **Ashok Kumar & Anr. v. Ram Avtar Gupta**[3]**,** learned Single Judge of this Court, while dealing with situation where the eviction petition was filed by landlord on the basis of a relinquishment deed of a share in the shop in tenancy to the exclusive use of the landlord/petitioner, which did not come in his share on demise of their father, had observed and held as under: -

> "14. Once the father of the respondent/landlord under his Will bequeathed separate portions of his property to the respondent/landlord and his brother, the respondent/landlord and his brother, on demise of their father, became exclusive owners of the respective portions bequeathed to them and would not in law be joint owners of the entire property. Such separate property could be transferred to the other or to any other person, only by sale or gift and both of which would be "transfer" within the meaning of Section 14(6) supra.
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> **15. Undoubtedly acquiring property by inheritance, even if under a Will, does not fall within the meaning of "transfer" in Section 14(6) but the respondent/landlord, owing to the Will pleaded of the father, did not inherit the shop in the tenancy of petitioner/tenants.**
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> **16. Though the respondent/landlord in the petition for eviction as well as in the relinquishment deed, has described himself and his brother as „co-owners", but once separate portions of the property had been willed to them, it cannot be said that the respondent/landlord had any share in the portion bequeathed to his brother and vice versa.**
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> 17. I may mention, a relinquishment deed on a stamp paper of Rs.100/- can be executed and registered only when both parties have a share in the same property and when share of one is being surrendered and other being enlarged. That, as aforesaid, is not the case. The respondent/landlord, on demise of the father, did not acquire any share in the shop in tenancy of petitioners/tenants, for the same to be enlarged to

[3] **2017 SCC Online Del 9150: (2018) 2 RCR (Rent) 198**

exclusive share by his brother surrendering his share in favour of the respondent / landlord. Even otherwise, when the true character of the deed, though titled as a Deed of Release or Relinquishment, is of transfer or conveyance of the property in favour of one who prior thereto had no share in the property conveyed, it would amount to a transfer / conveyance notwithstanding the nomenclature given thereto. Reference in this regard may be made to Kuppuswamy Chettiar Vs. A.S.P.A. Arumugam Chettiar AIR 1967 SC 1395. Reference may also be made to Srichand Badlani Vs. Govt. of N.C.T. of Delhi 2013 SCC Online Del 5128.

18. The respondent/landlord as per his own admission did not become owner/landlord of the shop in tenancy of the petitioners/tenants on the death of his father but became so only on execution of relinquishment deed on 25th July, 2014.

19. In view of the aforesaid admitted position, the respondent/landlord cannot file a petition for eviction under Section 14(1)(e) of the Act till expiry of five years from 25th July, 2014.

20. The purport of Section of Section 14(6) is to prevent abuse of Section 14(1)(e), by owners/landlords to whom ground of eviction under Section 14(1)(e) is not available, transferring their properties in favour of persons who can invoke the same. **The possibility of the brother of respondent/landlord transferring shop in tenancy of petitioners/tenants to the respondent/landlord, being unable to invoke Section 14(1)(e) himself, cannot be ruled out.**"

(emphasis supplied)

12. In an order passed by learned Single Judge of this Court in **Ajay Kumar Gupta v. Prakash Chand Gupta & Ors.**[4], in similar circumstances as in the present case while dealing with the case of the landlord who had acquired the property, by way of a gift deed, had observed and held as under: -

[4] **In RC Rev. 397/2024 order dated 02.12.2025**

"8. The aforesaid reflects that the subject premises fell into the hands of the landlords after members of the same family initiated certain steps *inter se* themselves. Also, that they all had been/ were co-owners of the subject premises at some point of time. Thus, the said steps were of a nature akin to a family settlement. The learned ARC has rendered his findings proceeding on the said basis, and in line with the law laid down by the Hon'ble Supreme Court in ***V. N. Sarin vs. Major Ajit Kumar Poplai*** 1966 SCR (1) 349 on the scope and intent of Section 14(6) of the DRC Act.

9. This Court is in complete agreement with the aforesaid findings of the learned ARC. In the considered opinion of this Court, the bar under Section 14(6) of the DRC Act comes into play only when "… …a landlord ***has acquired*** any premises by transfer… …", and where, in the present case, the landlords were not rank outsiders/ third parties, were, admittedly, owners of the subject premise before through lineage, and all subsequent documents were executed inter se members of the same family, it cannot be held that there was an acquisition by transfer as envisaged in Section 14(6) of the DRC Act. Even otherwise, the tenant was unable to show as to how the said Gift Deed dated 24.12.2021 would come under the ambit of the bar under Section 14(6) of the DRC Act. This gives no reason for this Court to disagree with the findings rendered by the learned ARC qua the above."

13. Similarly, in **Dr. R.C. Sakhuja & Ors. v. R.P. Kholi & Anr.[5],** it was observed and held that the devolution of property in the normal way by succession, whether testamentary or non-testamentary, was not intended to be covered by the expression "acquired … by transfer" within the meaning of Section 14(6) of the DRCA. The relevant portion of the said judgment reads thus: -

"3. In this Court, the main argument pressed by Shri Avadh Behari on behalf of the appellants is that a will is a transfer and, Therefore, is covered by section 14(6) of the Act, I am wholly unable to sustain this submission. A will really means the legal declaration of the intention of a

[5] **S.A.O. No.82 of 1968 decided vide judgment dated 25.07.1969: 1970 Rent Control Reporter 44**

testator with respect to his property which he desires to be carried into effect after his death. It regulates the devolution of property of the testator on his death. It is in my opinion not a transfer as is contemplated by Section 14(6). This sub-section appears to me to have been placed on the statute-book with the object of discouraging or making ineffective mala fide transfer of premises for the purpose of evicting tenants on the ground specified in clause (e) of the proviso to subsection (1) of section 14. It is for this purpose that a transferee from a landlord is debarred from maintaining an application for ejectment for the period specified in sub- section (6). The devolution of property in the normal way by succession, whether testamentary or non-testamentary, is in my opinion, not intended to be covered by the expression "acquired... by transfer", as used in the sub-section in question. The decision of the Andhra Pradesh High Court in Ollala Ambiah Vs. Avdhnula Mallanna in my opinion, does not help us in construing the word "transfer" as used in section 14(6) of the Act. In this connection, it may be remembered that the purpose and object of a legislative enactment has always to be looked at for guiding the meaning of the words used therein, when those words are capable of both narrow and wide meaning. It is true that the decision of the Punjab High Court in V.N.Sarin Vs. A.K.Poplai and the judgment of the Supreme Court on appeal in the same case reported as V.N.Sarin Vs. A.K.Poplai cited on behalf of the respondents, does not directly deal with the case of a will, as it is concerned with the partition of joint Hindu family, but the devolution of property by operation of law, such as on death cannot in my opinion be assumed to have been intended the Parliament to be covered by the word "transfer" as used in the sub-section in question. It was the mischief sought to be done to the tenants by the landlords by utilising by transfer intervolves some other person better circumstanced for the purpose of evicting the tenant, which was intended to be remedied Bald literal meaning, divorced from the purpose, object and scheme of the statutory provision, is likely to be misleading in the present case. **The intention of the Legislature is best gathered by construing the word "transfer" in the background of the legislative purpose. No persuasive argument of any cogency has been addressed at the Bar to persuade me to hold that devolution of property by a will could have been intended by the Parliament to fall within the purview of section 14(6).** No principle has been relied upon in support of the appellants' submission and of course no precedent has been cited. The argument is, therefore, repelled."

(emphasis supplied)

14. In view of the legislative intention as explained by the Hon'ble Supreme Court in **V.N. Sarin (*supra*)** and other judgments/orders passed by learned Benches of this Court, the 'Gift Deed' in favour of the petitioner by her late husband, in the considered opinion of this Court would not be covered within the meaning of expression "transfer" as used in Section 14(6) of the DRCA.

15. In the present case, admittedly the petitioner herein acquired the property by way of a registered gift deed dated 18.07.2022 from her husband. It is also a matter of record that the petitioner has two daughters. Petitioner and her daughters are Class I legal heirs of deceased Anil Gupta, husband of the petitioner. In these circumstances, the petitioner cannot be considered as a person, who would have no title to the premises and was a complete stranger to the property as held by Hon'ble Supreme Court in **V.N. Sarin *(supra)***.

16. Learned counsel for the respondent had argued that the petitioner is, in fact, a stranger inasmuch as the subject premises were acquired by her husband from Ashok Kumar Verma, who was not supposedly the owner of the property. At this stage, it is pertinent to note that this issue has not been dealt with by learned ARC and the petition was dismissed only on the ground that the same is not maintainable in view of the bar by law under Section 14(6) of the DRC Act. Thus, this Court will only examine the issue arising in these petitions from the said aspect.

17. The registered Gift Deed was executed on 18.07.2022 by the husband of the petitioner and the present eviction petitions were filed by the petitioner on her husband's demise on 30.11.2022, after a period of 3 years. It is not the case of the respondents, at this stage, that the husband of the petitioner could not have filed the petition, and therefore, by way of a gift deed, the right to file the present petition was assigned to the petitioner herein. Even otherwise, had there been no gift deed and the husband of the petitioner would have died intestate or by leaving a Will in favour of the petitioner then, by way of inheritance, there was already a right subsisting in the property, and therefore, the petitioner cannot be considered to be a stranger, insofar as the title of the property is concerned.

18. In the peculiar facts and circumstances of the present case, although the subject property was acquired by the petitioner by way of a gift deed executed by her husband, the fact that she has vested legal right as a Class I heir of her husband even prior to the execution of the said 'Gift Deed' cannot be denied/disputed.

19. In the considered opinion of this Court, provisions of Section 14(6) of the DRCA, keeping in mind the legislative intent, would not bring within its purview the acquiring of subject property by the petitioner by way of 'Gift Deed'.

20. In view of the aforesaid discussion, the impugned order(s) dated 28.04.2023 is set aside. The present petitions are restored and remanded back to the learned SCJ-cum-RC, Central, Tis Hazari Courts, Delhi, for deciding the same afresh after hearing the contentions raised on behalf of the parties in accordance with law.

21. The present petitions are allowed and disposed of accordingly.

22. Pending applications, if any, also stand disposed of accordingly.

23. Copy of the judgment be sent to the concerned learned SCJ-cum-RC, Central, Tis Hazari Courts, Delhi, for necessary information and compliance.

24. Judgment be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA
(JUDGE)

MARCH 09, 2026/*nk/ns*