$~

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

% ***Judgment reserved on: 05.10.2026***
Judgment pronounced on: 18.11.2026

\# **CNR No. DLHC010479172026**

\+ RC.REV. 378/2026, CM APPL. 68878/2026 (Dir.), CM APPL. 68879/2026 (Placing on record addl. documents), CM APPL. 68880/2026 (Ex.) & CM APPL. 68881/2026 (Delay 17 days in refilling of the petition)

SAIN MAHASABHA NARAINI DHAM DELHI (REGD.) THROUGH ITS PRESIDENT KULDEEP SINGH

....Petitioner

Through: Mr. Avinash Sharma and Ms. Akanksha Kapoor, Advocates.

versus

NARAYAN DASS .....Respondent

Through:

\# **CNR No. DLHC010479202026**

\+ RC.REV. 379/2026, CM APPL. 68883/2026 (Dir.), CM APPL. 68884/2026 (Placing on record addl. Documents), CM APPL. 68885/2026 (Ex.) & CM APPL. 68886/2026 (Delay 17 days in refilling of the petition)

SAIN MAHASABHA NARAINI DHAM DELHI REGD. THROUGH ITS PRESIDENT KULDEEP SINGH

.....Petitioner

Through: Mr. Avinash Sharma and Ms. Akanksha Kapoor, Advocates.

versus

NANDU SAIN @ NAND LAL (DECEASED) THROUGH LRS .....Respondent

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

Through:

CNR No. DLHC010479232026

\+ RC.REV. 380/2026, CM APPL. 68891/2026 (Dir.), CM APPL. 68892/2026 (Placing on record addl. Documents), CM APPL. 68893/2026 (Ex.) & CM APPL. 68894/2026 (Delay 17 days in refilling of the petition)

SAIN MAHASABHA NARAINI DHAM DELHI REGD. THROUGH ITS PRESIDENT KULDEEP SINGH

.....Petitioner

Through: Mr. Avinash Sharma and Ms. Akanksha Kapoor, Advocates.

versus

MANISH AGGARWAL .....Respondent

Through:

CNR No. DLHC010479262026

\+ RC.REV. 381/2026, CM APPL. 68899/2026 (Dir.), CM APPL. 68900/2026 (Placing on record addl. Documents), CM APPL. 68901/2026 (Ex.) & CM APPL. 68902/2026 (Delay 17 days in refilling of the petition)

SAIN MAHASABHA NARAINI DHAM DELHI REGD. THROUGH ITS PRESIDENT KULDEEP SINGH

.....Petitioner

Through: Mr. Avinash Sharma and Ms. Akanksha Kapoor, Advocates.

versus

DAYANAND RITHALIA (DECEASED) THROUGH LRS

.....Respondent

Through:

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. The present matters comprise of a batch of four connected Revision Petitions filed under the proviso to Section 25-B(8) of the **Delhi Rent Control Act, 1958**[1], assailing the **Orders dated 02.07.2026**[2] passed by the **learned Senior Civil Judge-cum-Rent Controller, West District, Tis Hazari Courts, Delhi**[3], whereby the respective Eviction Petitions instituted by the Petitioner Society under Section 14(1)(e) read with Section 25-B of the DRC Act came to be dismissed. Since the four Revision Petitions arise out of the same proceedings concerning adjoining shops situated within the premises of the Petitioner Society and involve substantially common questions of fact and law, they are being disposed of by way of the present common Judgment.

2. For the sake of convenience, the particulars of the connected Revision Petitions and the corresponding eviction proceedings are set out hereinbelow:

(i) **RC.REV. 378/2026**, arising out of Eviction Petition bearing RC/ARC No. 26155/2016, titled *Sain Mahasabha Naraini Dham Delhi (Regd.) v. Narayan Dass*, concerning **Shop No. 1, measuring approximately 10 ft. × 20 ft., situated on the ground floor of the premises at Sain Bhaghat Shiv Mandir, Naraini Dham, F Block, Hari Nagar, Ghanta Ghar (Tilak Nagar), New Delhi – 110064**[4];

[1] DRC Act
[2] Impugned Orders
[3] Learned Rent Controller
[4] Shop No. 1

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

(ii) **RC.REV. 379/2026**, arising out of Eviction Petition bearing RC/ARC No. 26154/2016, titled *Sain Mahasabha Naraini Dham Delhi (Regd.) v. Nandu Sain @ Nand Lal (Deceased) through LRs*, concerning **Shop No. 4, at Sain Bhaghat Shiv Mandir, Naraini Dham, F Block, Hari Nagar, Ghanta Ghar (Tilak Nagar), New Delhi – 110064**[5];

(iii) **RC.REV. 380/2026**, arising out of Eviction Petition bearing RC/ARC No. 26153/2016, titled *Sain Mahasabha Naraini Dham Delhi (Regd.) v. Manish Aggarwal*, concerning **Shop No. 2, at Sain Bhaghat Shiv Mandir, Naraini Dham, F Block, Hari Nagar, Ghanta Ghar (Tilak Nagar), New Delhi – 110064**[6]; and

(iv) **RC.REV. 381/2026**, arising out of Eviction Petition bearing RC/ARC No. 26152/2016, titled *Sain Mahasabha Naraini Dham Delhi (Regd.) v. Dayanand Rithalia (Deceased) through LRs*, concerning **Shop No. 3, at Sain Bhaghat Shiv Mandir, Naraini Dham, F Block, Hari Nagar, Ghanta Ghar (Tilak Nagar), New Delhi – 110064**[7].

BRIEF FACTS:

3. The Petitioner herein is a registered society, namely, **Sain Mahasabha Naraini Dham Delhi (Regd.)**[8], functioning for religious and charitable purposes in relation to Sain Bhagat Shiv Mandir, Naraini Dham, F Block, Hari Nagar, Ghanta Ghar, Delhi. The Society claims to be in possession of the temple premises, including the

[5] Shop No. 4
[6] Shop No. 2
[7] Shop No. 3
[8] Petitioner Society

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

adjoining construction and four shops situated on the ground floor of the premises, as mentioned above.

4. The Petitioner Society instituted four separate Eviction Petitions under Section 14(1)(e), read with Section 25-B of the DRC Act, in respect of the aforesaid four shops, claiming that the premises had been let out to the respective Respondents or their predecessors-in-interest for commercial purposes.

5. Insofar as the individual tenancies are concerned, the case of the Petitioner Society, as pleaded in the respective Eviction Petitions, was that Shop No. 1 had been let out to Narayan Dass at a monthly rent of Rs.1,320/-; Shop No. 2 had originally been let out to the father of Manish Aggarwal, namely, Jagdish Aggarwal, at a monthly rent of Rs.1,450/-; Shop No. 3 had originally been let out to Santosh Rithalia, wife of Dayanand Rithalia, at a monthly rent of Rs.1,450/-; and Shop No. 4 had been let out to Nandu Sain @ Nand Lal at a monthly rent of Rs.1,320/-, excluding electricity and water charges.

6. The common case set up by the Petitioner Society was that it regularly conducts religious functions and gatherings, including Mata Ki Chowki, Jagran, Shrimad Bhagwat Katha, Sain Jayanti, Krishna Janmashtami, Maha Shivratri and Holi, for the benefit of devotees and the general public. It was contended that the existing hall adjoining the tenanted shops was insufficient to accommodate the increasing number of devotees visiting the temple from different parts of the country. Accordingly, the Petitioner Society claimed that the tenanted shops were required *bona fide* for expansion of the existing hall by removing the intervening structure and integrating the adjoining area with the temple premises.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

7. The Respondents, upon obtaining leave to defend, contested the eviction proceedings by filing their respective Written Statements and leading evidence. *Inter alia*, they disputed the status of the Petitioner Society as landlord, questioned its entitlement over the underlying land, relied upon documents pertaining to the acquisition and ownership of the land by the **Delhi Development Authority**[9] and contended that the amounts paid by them were contributions or donations towards the temple and not rent. The Respondents also disputed the alleged *bona fide* requirement and asserted that sufficient accommodation was already available with the Petitioner Society.

8. The parties were permitted to lead evidence. The Petitioner Society examined its witnesses, who were subjected to cross-examination, while the Respondents also led evidence, including documentary evidence and evidence of official witnesses in relation to the land status of the premises. Upon consideration of the pleadings and the evidence led by the parties, the learned Rent Controller, *vide* the respective Orders dated 02.07.2026, dismissed the aforesaid Eviction Petitions.

9. Aggrieved thereby, the Petitioner Society has approached this Court by way of the present Revision Petitions.

SUBMISSIONS ON BEHALF OF THE PETITIONER:

10. Learned counsel appearing on behalf of the Petitioner Society assails the Impugned Orders primarily on the ground that the learned Rent Controller has devoted disproportionate consideration to the question of ownership of the underlying land and has failed to

[9] DDA

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

appreciate the limited nature of the inquiry contemplated under Section 14(1)(e) of the DRC Act.

11. It is contended that the Petitioner Society was not required to establish absolute or indefeasible ownership of the entire land against the whole world. It was sufficient to demonstrate that it possessed a title or right superior to that of the Respondents in the context of the landlord-tenant relationship. Reliance is also placed upon the settled principle that the landlord is the best judge of his own requirement and that a tenant cannot dictate the manner in which the landlord ought to utilise his premises.

12. Learned counsel further submits that the learned Rent Controller failed to appreciate the documentary evidence demonstrating the pre-existing landlord-tenant relationship between the parties. In this regard, reliance is placed upon the Reply dated 25.02.2016 sent on behalf of the shopkeepers in response to the Legal Notice dated 03.02.2016, wherein, according to the Petitioner Society, the Respondents acknowledged their status as tenants of the Society since the year 1980 and admitted payment of rent through one Sh. Sarvottam Kumar.

13. Reliance is also placed upon the rent receipts issued in respect of the respective shops, which bear descriptions such as “Kiraya”, the concerned shop numbers, *inter alia*, Dukaan No. 1 and Dukaan No. 2, and the corresponding months for which the payments were made. It is contended that the aforesaid documents, particularly being contemporaneous to the institution of the eviction proceedings, could not have been discarded merely because a formal written Rent Agreement was not available in every case.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

14. It is, therefore, contended that the learned Rent Controller has mis-appreciated the evidence, applied an incorrect legal standard while examining the Petitioner's entitlement and returned findings which are contrary to the settled principles governing eviction proceedings under Section 14(1)(e) of the DRC Act. On the aforesaid grounds, learned counsel seeks interference of this Court for setting aside of the Impugned Orders.

ANALYSIS:

15. This Court has considered the submissions advanced on behalf of the Petitioner and perused the material available on record, including the Impugned Orders passed by the learned Rent Controller.

16. At the outset, it is necessary to bear in mind the limited scope of interference available to this Court while exercising jurisdiction under the *proviso* to Section 25-B(8) of the DRC Act. The provision does not confer an appellate jurisdiction upon the High Court to undertake a fresh adjudication of the entire dispute or to substitute its own appreciation of evidence merely because another view may also be possible.

17. The scope of the aforesaid jurisdiction has been authoritatively explained by the Hon'ble Supreme Court in ***Abid-Ul-Islam v. Inder Sain Dua***[10],wherein it has been reiterated that the jurisdiction exercised by the High Court under the proviso to Section 25-B(8) is supervisory in nature. The High Court is required to examine the decision-making process adopted by the Rent Controller and satisfy itself that the order is according to law. The power is not intended to enable the High Court to substitute or supplant its own view in place

[10](2022) 6 SCC 30

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

of that of the fact-finding Court. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**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."

18. It is in the aforesaid legal framework that the grounds raised by the Petitioner require examination.

19. At this juncture, it would be apposite to reproduce the relevant portion of the Impugned Order in RC ARC No. 26155/2016, which encapsulates the findings of the learned Rent Controller on the issues arising for consideration in the present Petitions:

> "**(I) OWNERSHIP AS WELL AS (II) EXISTENCE OF LANDLORD-TENANT RELATIONSHIP**
> 38. It has been held in the case of ***Bharat Bhushan v. Arti Techchandani****, 2008 (153) DLT 247*, that the concept of ownership in a landlordtenant litigation as governed by the DRC Act has to be distinguished from the one in title suit. In the case of ***M.R. Sawhney Vs. Dories Randhawa*** *AIR 2008 Delhi 110*, it was held that ***once a tenant always a tenant, unless his status changes by contract or by operation of law which is not so in the present petition***.
> 39. It is settled law, that respondent/tenant is estopped under Section 116 of the Evidence Act from disputing the ownership of the petitioner over the tenanted premises. The eviction petition cannot be treated at par with a title suit. The petitioners have to prove only that he is something more than a tenant. In ***T.C. Rekhi v. Usha Gujral****, ILD 1969 Delhi 9,and in* ***Shanti Sharma v. Ved Prabha*** *1987 AIR SC 2028* discussing on the point what is meant

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

by the word "Owner", it is held that the general rule is to the effect that the petitioners have to have a better title than the respondent and is not required to show that he has the best of all possible titles and that the purpose behind requirement of ownership in Section 14(1)(e) of the DRC Act, 1958 as amended is to avoid misuse of the provision. It need not be proved in the absolute sense of the term of ownership as laid down in ***Parvati Devi v. Mahinder Singh****, 1996 (1) AD (Del) 819,* ***B. Banerjee v. Romesh Mahajan****, 1996 (63) DLT 930,* ***Milk Food Ltd. v. Kiran Khanna****, 1993 (51) DLT 141,* ***Sushil Kanta Chakravarty v. Rajeshwari Kumar****, AIR 2000 Del 413,* ***Ujjagar Singh v. Iqbal Kaur****, 2002 (97) DLT 646,* that the petitioner to an eviction petition under Section 14(1)(e) of the DRC Act, 1958 as amended need not show that he was the absolute owner in the strict sense and has to show a better and superior title only to the tenant. The same is reiterated in ***Sheela v. Prahlad Rai Prem Prakash****by the Hon'ble Supreme Court reported in AIR 2002 SC 1264.*

40. In case titled as ***Jiwan Lal Vs. Gurdial Kaur & Ors****., 1995 RLR 162*, a Bench of Hon'ble High Court of Delhi while dealing with the concept of ownership in a pending eviction petition under Section 14(1)(e) of the DRC Act had noted as follows:

> ***"There is a tendency on the part of tenants to deny ownership in cases under Section 14(1)(e). To test the substance of such a plea on the part of the tenants the Courts have insisted that they should state who else is the owner of the premises if not the petitioner. In the present case it is not said as to who else is the owner. Further these cases under Section 14(1)(e) are not title cases involving disputes of title to the property. Ownership is not to be proved in absolute terms. The respondent does not claim the owner of the premises."***

41. Further, in the case titled as ***Smt. Shanti Sharma & Ors. Vs. Smt. Ved Prabha & Ors.,****1987 AIR 2028*, the Hon'ble Supreme Court observed:

> ***"That the meaning of term 'owner' is vis a vis the tenant i.e. the owner should be something more than the tenant."***
>
> ***"It is also well settled that the petitioner should be something more than the tenant and the petitioner need not prove his ownership in absolute terms. It is sufficient for the petitioner to prove or to show that he is something more than a tenant."***

42. In ***Ramesh Chand vs. Uganti Devi****, 157 (2009) DLT 450*, this Court has specifically held that:-

> *"It is settled proposition of law that in order to consider the concept of ownership under Delhi Rent Control Act, the Court has to see the title and right of the landlord qua the tenant. The only thing to be seen by the Court is that*

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

the landlord had been receiving rent for his own benefit and not for and on behalf of someone else. If the landlord was receiving rent for himself and not on behalf of someone else, he is to be considered as the owner, howsoever imperfect his title over the premises may be. The imperfectness of the title of the premises cannot stand in the way of an eviction petition under Section 14 (1) (e) of the D.R.C. Act, neither the tenant can be allowed to raise the plea of imperfect title or title not vesting in the landlord and that too when the tenant has been paying rent to the landlord. Section 116 of the Evidence Act creates estoppel against such tenant. A tenant can challenge the title of landlord only after vacating the premises and not when he is occupying the premises. In fact, such a tenant who denies the title of the landlord qua the premises, when he is paying rent, acts dishonestly. I, therefore, find that there was no infirmity in the order of learned ARC in this respect."

43. It is settled law, that under Delhi Rent Control Act, the tenant has no right to challenge the ownership of the landlord neither is the landlord required to prove his/her absolute ownership. Moreover, law of estoppel also bars the respondent herein from challenging the landlordship of the petitioners. It has been held by the Hon'ble Supreme Court in ***Smt. Shanti Sharma v. Ved Prabha & Ors., AIR 1987 Supreme Court 2028***that for the purpose of Section 14(1)(e) of DRC Act, the ownership is not to be construed as absolute ownership but only as a title better than the tenant. So, what has to be seen is whether on the basis of the facts stated by the tenant it can be said that the landlord does not have title to the property or a title better than him. The above view was reiterated by the Hon'ble High Court of Delhi in ***Rajinder Kumar Sharma & Ors.Vs. Leelawati & Ors. (155) (2008) DLT 383.***

44. Now, in light of the law reproduced as above, coming to the facts of the case in hand.

(I) RELATIONSHIP OF LANDLORD AND TENANT AS WELL AS OWNERSHIP

45. The foremost issue which arises for consideration is whether the petitioner has been able to establish the existence of relationship of landlord and tenant between the parties and whether the petitioner has proved its ownership in the sense of having a better title over the tenanted premises. Upon a careful appreciation of the evidence on record, this Court is of the considered opinion, that the petitioner has failed to discharge the burden cast upon it.

LEGAL EXISTENCE AND FUNCTIONING OF PETITIONER SOCIETY.

46. It is pertinent to note, that the certificate of registration of the petitioner society has merely been marked as Mark-B and the same has not been duly proved in accordance with law. No original record or competent witness from the office of Registrar of

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

Societies was produced by the petitioner to substantiate the said document. Thus, the very existence, legal status and functioning of the petitioner society remains shrouded in doubt. The said deficiency assumes greater significance particularly when the petitioner seeks eviction on behalf of the alleged society and claims rights over the suit premises.

47. PW-1 further deposed in his cross-examination, that no audit reports were ever filed by the executive committee of the petitioner society before the office of Registrar of Societies. The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"I do not know whether the audit report of the society was filed before the registrar of the society for the year 2018-2019, 2019-2020 and 2020-2021."*

From the aforesaid admission of PW-1, it clearly emerges that the petitioner society has not complied with the mandatory statutory requirements regarding maintenance and filing of financial and audit records before the Registrar of Societies. Non-filing of audit reports materially affects the transparency and credibility of the functioning of the petitioner society and creates serious doubt regarding its lawful administration and financial affairs. Such conduct adversely impacts the reliability of the petitioner's version and weakens its claim of being a duly functional and properly administered society. The said omission also assumes significance in view of the fact that the petitioner seeks relief from the Court while itself failing to maintain statutory compliance.

48. Further, PW-2 though has claimed himself to be the President and the member of the petitioner's society since the year 2008 but has miserably failed to place on record any cogent documentary evidence to substantiate either his membership or his election/appointment as President. Thus, even the authority and status of PW-2 remains unproved.

49. PW-2 further admitted in his cross-examination, that no elections have been held in the petitioner society from the year 2008 till 2018. The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"It is correct that since the year 2008 till 2018 no election was held."*

Such prolonged absence of elections creates serious doubt regarding democratic functioning and legality of the executive committee of the petitioner society and materially affects the transparency and credibility of the functioning of the petitioner society and creates serious doubt regarding its lawful administration and per se upon the locus of the petitioner as an alleged society.

50. Further, during cross examination, PW-2 deposed, that it is incorrect to suggest, that Mr. Naresh Kumar has resigned from the committee of the petitioner society in 2019 and further stated, that he had give letter of his resignation to Mr. Satvir Singh, who was

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

working as president of petitioner society. The relevant excerpts of his cross examination to this effect are reproduced as under:-

> *"It is incorrect to suggest that in the year 2019, Mr. Naresh Kumar has resigned from the committee of the petitioner society. It is correct that he has given letter of his resignation to Mr. Satvir Singh who was working as president of petitioner society."*

However, no material whatsoever has been placed on record of the Court to establish, that the said Satbir Singh was ever duly elected or authorized as President of the petitioner society. In absence of any election record, resolution, constitution, bye-laws or proceedings of the society, the issuance of membership receipts by the said person remains wholly unsubstantiated. The petitioner has therefore failed to establish the authenticity and legality of the internal functioning of the society. Consequently, the documents allegedly issued under the authority of such person lose evidentiary value and cannot be safely relied upon by this Court.

51. It is further pertinent to note, that no specific rules, memorandum or governing documents have been placed on record to show the manner in which the Vice-President could be elevated as President. No rules governing duration of elections or procedure of appointment/election of office bearers have been proved on record. Such admissions reflect complete absence of transparency and procedural irregularity in functioning of the petitioner's society.

52. Significantly, PW-2 himself disputed the correctness of document Mark-C relied upon by the petitioner. The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"At this stage, the witness is shown the document Mark-C and a question is put that the same was filed by Chander Mohan Saini and he was not the president those time of the petitioner and thus the said document is forged and fabricate. The witness replied that the document Mark C is wrong."*

Once the petitioner's own witness disowns the very document relied upon by the petitioner society, the authenticity and credibility of the said document stands seriously impeached.

53. From the aforesaid evidence, it clearly emerges that the petitioner has failed to establish its lawful constitution, democratic functioning and procedural regularity of the petitioner society. No cogent evidence regarding elections, appointment of office bearers, governing rules, audit compliance or authorisation procedures has been placed on record. The documentary evidence relied upon by the petitioner thus fails to inspire confidence and materially affects the credibility of the petitioner's case. A further inconsistency emerges from the testimonies of PW-1 and PW-2 regarding the office of President of the petitioner society. During their respective cross-examinations, different individuals were referred to as

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

having held the office of President of the petitioner society at different points of time, including Sh. Satbir Singh, the alleged Vice-President who was stated to have been elevated as President after the demise of Sh. Satbir Singh, and Sh. Chander Mohan Sain, who admittedly instituted the present petition. However, the petitioner has failed to place on record any election record, proceedings book, memorandum, bye-laws, list of office bearers, resolution or any other contemporaneous document to establish as to who was the duly elected President of the society during the relevant period or the manner in which such persons were elected, appointed or authorised.

The testimonies of PW-1 and PW-2 are not in unanimity regarding the identity, tenure and authority of the alleged Presidents. Rather, the evidence reveals uncertainty and inconsistency with respect to the very persons who purportedly represented and managed the affairs of the petitioner society. Significantly, no documentary material has been produced to establish the election or appointment of any of the said individuals as President. In these circumstances, the Court is unable to place reliance upon the oral assertions of the petitioner witnesses regarding the organizational structure and management of the society. The aforesaid contradictions and inter se inconsistencies cast a serious cloud over the authenticity of the internal administration, democratic functioning and legal status of the petitioner society.

AUTHORIZATION AND COMPETENCY OF WITNESSES

54. Though not a statutory ingredient of Section 14(1)(e), the issue of authorization goes to the root of the maintainability of the present petition. In the present case, it has come on record through the testimony of PW-2, that the eviction petition was filed by one Chander Mohan Sain, who was neither the President nor an authorised office bearer of the petitioner society at the time of filing of the petition. PW-2 has further admitted, that no document has been placed on record, that the said person was duly authorised to institute the present proceedings. The relevant excerpts of his cross examination to this effect are reproduced as under:-

> *"It is correct that Chander Mohan Sain was not the president in the year 2016 or even office bearer of the petitioner society thus he was not capable to send any notice on behalf of the petitioner society."*

The aforesaid admissions goes to the very root of the maintainability of the present petition and clearly establish, that the eviction proceedings were instituted by a person having no lawful authority, status or competence to represent the petitioner society. The petitioner has failed to place on record any resolution, authorization letter or governing document empowering saidChander Mohan Sain to institute the present proceedings/petition. Institution of proceedings by an unauthorized person renders the very foundation of the petition defective and

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

unsustainable in law. Consequently, the present petition suffers from a fundamental legal infirmity.

55. Even the legal notice was issued by the said person, whose authority remains unsubstantiated. PW-2 has also admitted, that the document Mark-C, which is purported to be a resolution, is incorrect and does not bear his name. The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"At this stage witness is shown the document Mark C and a question is put that the same was filed by Chander Mohan Sain and he was not the president those time of the petitioner and thus the said document is forged and fabricated. The witness replied that the document Mark C is wrong. It is correct that Chander Mohan Sain was not the president in the year 2016 or even office bearer of the petitioner society thus he was not capable to send any notice on behalf of petitioner society."*

The aforesaid admissions further establish, that even the legal notice preceding the institution of the present petition was issued by a person lacking lawful authority to act on behalf of the petitioner society. Once the petitioner's own witness admits that Chander Mohan Sain was neither President nor office bearer at the relevant time and further disowns the alleged resolution Mark-C, the very basis of authorization stands demolished. The said admissions materially affect the legality and validity of the proceedings initiated against the respondent. The present petition therefore suffers from incurable defects relating to authorization and maintainability.

56. PW-1 further deposed in his cross-examination, that he is a member of the petitioner society, however, except an alleged membership receipt no cogent material has been placed on record to prove his membership. The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"I am the member of the petitioner society since the year 2018 till date. I have not filed any list of membership before this Hon'ble Court. Vol. I have receipt about the membership. However, I have also not file the receipt of membership."*

From the aforesaid admissions and material on record, it stands established that PW-1 has failed to substantiate his alleged membership of the petitioner society through any cogent, reliable or legally admissible evidence. Mere production of an alleged membership receipt, without proving its execution, issuance or the authority of the person issuing the same, does not inspire confidence. The petitioner has failed to examine the issuer of the receipt or place any official record of the society to corroborate the said claim. In absence of any documentary proof regarding authorization of the issuer, maintenance of membership register or resolution authorizing issuance of such receipts, the alleged membership of PW-1 remains unproved. Consequently, the

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

competency and credibility of PW-1 to depose on behalf of the petitioner Society becomes highly doubtful and his testimony cannot be safely relied upon.

57. PW-1 has further claimed himself to be an office bearer/executive committee member of the petitioner society, however, admittedly no document whatsoever has been placed on record to establish that he ever held any official position in the petitioner Society. Even the alleged resignation of PW-1 in the year 2020 has not been substantiated through any documentary material. Thus, the testimony of PW-1 regarding the affairs and management of the society lacks credibility.

58. It is noteworthy to mention, that PW-1 himself admitted during cross-examination that he had no knowledge regarding the affairs, functioning or activities of the petitioner society prior to the year 2018.

Such admission strikes at the root of the petitioner's case, particularly when the present petition was instituted in the year 2016. The witness therefore lacks personal knowledge regarding material facts and his testimony becomes hearsay in nature qua the relevant period.

59. PW-1 has also admitted in his cross-examination, that he is not aware whether any NOC or authorization was obtained from Sh. Chander Mohan Sain, who had initially instituted the present petition. The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"I do not know whether any NOC was obtained by the subsequent committee by Sh. Chander Mohan Sain."*

The aforesaid admission further weakens the petitioner's case regarding continuity and lawful prosecution of the present proceedings. PW-1 admittedly lacked knowledge regarding existence of any NOC or authorization from the original person who instituted the petition. In absence of any document showing lawful transfer, ratification or continuation of authority, the proceedings suffer from procedural irregularity and lack of proper authorization. The petitioner has thus failed to establish due compliance with legal requirements governing institution and continuation of the present petition.

60. It is further pertinent to note, that despite availability of best possible evidence including membership registers, election records, authorization letters, resolutions and statutory documents, the petitioner failed to produce the same before the Court. Moreover, PW-1 admittedly lacked personal knowledge regarding material facts prior to year 2018 and therefore his testimony, to that extent, is hearsay in nature and cannot be safely relied upon.

Accordingly, PW-1 cannot be regarded as a competent witness possessing personal knowledge of the material facts constituting the cause of action. His testimony, to a substantial extentremains hearsay and incapable of proving the foundational facts pleaded by the petitioner.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

LANDLORD TENANT RELATIONSHIP

61. PW-1, in his cross-examination, has categorically admitted, that he became a member of the petitioner society only in the year 2018 and had no knowledge about the affairs of the society prior thereto, thereby rendering his testimony devoid of personal knowledge on material aspects. He has further admitted, that he is not aware whether any rent agreement was ever executed between the petitioner and the respondent. PW-2, who claims to be the President of the petitioner society, has also admitted, that no rent agreement was ever executed between the parties. The relevant excerpts of cross-examination of PW-1 and PW-2 to this effect are reproduced as under:-

> *"PW-1 I am the member of the petitioner society since the year 2018 till date.*
>
> *"PW-2 It is correct that no agreement was executed between the petitioner society with the respondent."*

From the said admissions/excerpts, it clearly emerges, that the petitioner has failed to establish the existence of any contractual tenancy between the parties. The absence of a rent agreement and lack of personal knowledge on material aspects renders the testimony unreliable. Thus, the rent receipts relied upon by the petitioner have not been proved in accordance with law and have been disputed as donation receipts. In the absence of any cogent documentary evidence establishing tenancy, the relationship of landlord and tenant remains unproved. Mere absence of a written rent agreement may not by itself negate tenancy; however, in the present case, the petitioner has also failed to produce any independent and reliable evidence establishing creation and continuation of tenancy.

62. It is also relevant to note, that although the respondent has on one occasion, made payment of rent before the Court, he has categorically clarified during his cross-examination, that such payment was made under a mistaken belief due to misrepresentation by his counsel. Therefore, the said act cannot be construed as an admission of tenancy or acknowledgment of landlord-tenant relationship.

63. The rent receipts relied upon by the petitioner have also not been proved in accordance with law. No rent register, ledger account, counterfoil record or independent documentary evidence has been produced to establish payment of rent by the respondent. The defence of the respondent that the alleged receipts were donation/subscription receiptstherefore appears probable.

64. Further, the respondent has brought on record land status documents through official witnesses namely RW-2 Ms. Preeti Kumari, designation Senior Assistant at DM West, Rajouri Garden and RW-4 Sh. Sunil Chikara, Patwari, Land Management, West Zone, DDA and placed documents on record exhibited as Ex. RW-4/1. Perusal of the said documents indicate, that as per the record of DDA, khasra no. 2103min(0-08) was acquired vide award no.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

1916 supp. Formal possession of the same has been handed over to DDA on 23.08.1968 by LAC/L&B. Further, Khasra no. 2104(3-18) and 2105 (4-06) were acquired vide award no. 1916 and physical possession of the same was handed over to DDA on 03.04.1967 by LAC/L&B.

65. Further RW-3 namely Amit Rithalia, son of respondent has filed land status report exhibited as Ex. RW-3/2. Perusal of the said document reveals that the land in dispute ad-measuring 2000sq. Yds. approx. having a Shiv Temple (area measuring 400 sq. yds. as religious) and 2 hall and 4 shops ad-measuring (1600 sq. yds. as commercial) old encroachments on govt. DDA's land falls in khasra no. 2103min, 2104 min and 2105 min of village Tihar.

Thus, after perusal of the above-mentioned documents, i.e. Ex. RW-2/1, RW-3/2 and RW-4/1, it duly stands established at least from the documents prima facie, that the land pertains to DDA thereby casting a serious doubt on the ownership of the petitioner. The documents relied upon by the respondent create a serious cloud over the title claimed by the petitioner. Moreover, no plausible explanation or counter evidence has been led by the petitioner to rebut the claim of the DDA with respect to the property in question. In the absence of any cogent evidence showing the legal right of the petitioner society to manage, possess or let out the premises, the petitioner has failed to prove both the relationship of landlord and tenant as well as ownership of the premises in question.

66. In view of the aforesaid discussion, this Court is of the considered opinion, that the petitioner has failed to establish:

(i) lawful constitution and functioning of the petitioner society;

(ii) due authorization to institute and prosecute the present petition;

(iii) existence of landlord-tenant relationship between the parties; and

(iv) ownership or better title over the suit premises.

Accordingly, the petitioner has failed to satisfy the foundational ingredients required for grant of an eviction order under Section 14(1)(e) of the Delhi Rent Control Act.

(II) BONA FIDE REQUIREMENT

*****

74. On the basis of the law as above, returning to the facts of the case in hand, the principal averment made by the petitioner via present petition, is that the premises are required for expansion of the hall for conducting religious functions. This Court proceeds with the appreciation of the evidence adduced by the petitioner on this aspect as underin order to arrive at a finding as to if the said fact/averment stands duly established by the petitioner.

75. To begin with, the onus was upon the petitioner to prove in the first place, that the petitioner has been regularly and continuously organizing religious functions over a period of years and it is pursuant to the said proof being brought forth on record of this

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

Court, that the genuine bona fide need as alleged by the petitioner could have been claimed. In addition, it was also incumbent upon the petitioner to have establish through cogent evidence the nature of the religious functions held, their frequency, the footfall of those functions etc.

In the above backdrop, this Court proceeds with appreciation of evidence of PW-1 on this aspect. PW-1 has admitted in his cross-examination, that no documentary evidence has been placed on record to show that such religious functions are being organized by the petitioner's society. He has further admitted, that no photographs or other material has been filed to demonstrate insufficiency of space and he has also been unable to specify the exact requirement of area as per the measurement for organizing the alleged religious functions. The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"I have not filed any document to show about the organizing religious functions in the society."*

From the aforesaid admissions, it becomes clear that the petitioner has failed to produce any independent, documentary or corroborative evidence to substantiate the alleged holding/organizing of religious activities or the insufficiency of accommodation for organizing the same. No photographs, videos, invitations, records of functions, attendance details or any other material stands filed on record of the Court to even prima facie lend credence to the claim of organizing religious functions from time to time. In the absence of no evidence at all being brought forth on record with respect to organization of such function in the first place, the question of insufficiency of space cannot be adjudged as that is the subset to the establishment of principal fact that the functions are being regularly organized.

Thus, the alleged need on the face of it appears vague, bald and unsupported by any evidence. The burden to establish bona fide requirement squarely lies upon the petitioner. Mere assertions in the pleadings, unsupported by documentary or reliable oral evidence cannot substitute proof of a genuine need contemplated under Section 14(1)(e) of the DRC Act.

76. It is further pertinent to note, that the alleged requirement of the petitioner lacks specificity and certainty with respect to the measurement in context of the site plan. The site plan placed on the record of the Court and relied upon by the petitioner is without any measurement with respect to the available space and therefore in the absence of any details and specification with respect to the available area and the required area, this Court is unable to cut much ice with the petitioner with respect to the claim made regarding the paucity of space as the said fact can be effectively adjudged only once it clearly stands surfaced on record of the Court as to what is the exact nature of the function that is being conducted, the exact footfall that takes place and the actual available space for organizing such functions and how the said

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

space falls short in context to functions organized and footfall that takes place.

At the cost of repetition, it is being stated, that there is no layout plan proposed or placed on record by the petitioner thereby detailing the exact extent of additional space required, the nature of proposed construction, or any plan proposed for expansion. In absence of such particulars, the plea of bona fide requirement appears vague and unsubstantiated.

77. On the contrary, it has come on record through the admissions of the petitioner's own witnesses, that the premises already comprise of a large hall, open area and rooms on the first floor and that such available space is being utilized for conducting functions. PW-2 has further admitted, that approximately 150 persons can be accommodated in the existing structure.The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"It is correct that approximately 150 persons may accommodate at the time in all of the rooms/halls situated in the petitioner temple."*

From the said admissions, it is clear that sufficient space is already availablewith the petitioner for conducting activities, which per se stands not proved on record of the court. It is again being stated, at the cost of repetition, that the onus was primarily upon the petitioner to have prove that the functions are firstly being organized on regular basis, secondly, the said functions are resulting in a footfall of more than 150 persons and thirdly that the available space is inadequate. However, none of these aspects stands proved by the petitioner society. Therefore, the alleged bona fide requirement is neither genuine nor pressing. The petitioner has failed to establish any real, sincere or bona fide need for the tenanted premises.

78. It is further not out of place to mention, that during cross-examination, PW-1 admitted that an open area exists beside the worship place inside the Mandir premises and one hall area is also situated adjacent thereto. He further admitted that two visitor rooms are available at the first floor and other spaces are lying vacant. Significantly, PW-1 also admitted that the open area of the Mandir is being utilized for organizing religious functions after accepting subscription charges but he has nowhere deposed that how and in what manner the available space is inadequate and insufficient. The relevant excerpts of his cross-examination to this effect are reproduced as under:-

> *"It is correct that at first floor of the mandir there is some open area, although I am not aware about the measurement of the said area about 1184 Sq. Feet. It is correct that at first floor of the mandir there is some open area, although not aware about the measurement area of 3135 Sq. Feet. As per my understanding about 50 to 60 persons may adjust together within the hall of the mandir situated at ground floor. It is also correct that about 80 to*

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

100 persons may adjust in the open area beside the pooja ghar of the mandir at a time."

The aforesaid admissions clearly establish, that substantial accommodation already exists within the premises of the petitioner society, including open spaces, halls, visitor rooms and other vacant areas. It has further come on record, that such space is being utilised for organising religious functions and related activities, thereby no assertion is being made by PW-2 with respect to insufficiency of available space.

It is further interesting to note, that repeatedly petitioner's witnesses have stated, that petitioner society has been taking subscription charges for organizing the functions but neither any of those receipts regarding the charges being accepted/collected have been placed on record nor any of those witnesses have been examined with requisite cogent documents who had paid those charges, thereby establishing that the alleged subscription charges have been accepted or collected for the purpose of organizing the alleged religious functions, thereby further putting a dent into the petitioner story.

The petitioner has therefore miserably failed to establish any genuine scarcity of accommodation warranting eviction of the respondent. Rather, the evidence demonstrates availability of adequate and suitable space within the petitioner society.

In view of the aforesaid discussion, this Court is of the considered opinion, that the admitted capacity of the existing premises to accommodate a considerable number of persons contradicts the plea of insufficiency of space. Thus, the alleged bona fide requirement appears neither natural nor genuine, but remains a mere assertion unsupported by reliable evidence. Consequently, the petitioner has failed to satisfy the essential ingredient of bona fide requirement as contemplated under Section 14(1)(e) of the Delhi Rent Control Act.

(III) NON-AVAILABILITY OF REASONABLY SUITABLE ALTERNATIVE ACCOMMODATION

79. The burden to establish non-availability of any other reasonably suitable accommodation squarely rests upon the petitioner. However, the petitioner's own witnesses have admitted the existence of sufficient space within the premises, including a hall, open area and rooms on the first floor. The admitted capacity of accommodating a considerable number of persons in the existing structure clearly demonstrates that adequate accommodation is already available with the petitioner. The relevant excerpts of cross examination of PW-2 to this effect are reproduced as under:-

"Two rooms are available at the first floor of the mandir. As per my understanding, 50-60 persons may accommodate in the open area situated at ground floor. Approximately 40 to 50 persons may also accommodate in

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

the hall area at first floor. It is correct that approximately 150 persons may accommodate at the time in all of the room/halls situated in the petitioner temple."

From the aforesaid deposition, it stands clearly established, that the petitioner is already in possession of sufficient and reasonably suitable accommodation for carrying out its alleged religious and social activities. The availability of multiple rooms, halls and open areas, capable of accommodating a substantial number of persons completely demolishes the plea regarding non-availability of alternative accommodation. The petitioner has thus failed to satisfy the essential ingredients of reasonably suitable accommodation under Section 14(1)(e) of the Delhi Rent Control Act.

80. It is further established from the site plan exhibited as Ex. PW-1/A on record of the Court, that the tenanted premises is situated outside the periphery of the temple structure. PW-1 has further admitted in his cross examination, that the shop of the respondent is situated as reflected in the site plan exhibited as Ex. RW-3/1 filed by the respondent i.e. outside the premises of the temple. The relevant excerpts of his cross examination to this effect are reproduced as under:-

"It is correct that the shop in question is situated outside of the mandir."

The said deposition corroborates the respondents version, that the tenanted premises is situated outside the periphery of the Mandir complex. Therefore, the plea that the suit premises is essentially required for expansion of religious activities appears to be wholly unsubstantiated and improbable. Therefore, the alleged requirement for expansion of the temple hall does not logically arise, as the said premises does not form an integral part of the temple complex. This fact further falsifies the plea of bona fide requirement and indicates that the eviction petition is based on misconceived grounds.

Significantly, the petitioner has neither produced any site plan depicting shortage of accommodation nor disclosed the precise extent of additional space allegedly required. No material has been placed on record to establish, that the existing accommodation cannot be reasonably rearranged, utilized or optimized for the activities sought to be undertaken by the petitioner. On the contrary, the admissions of PW-1 and PW-2 reveal, that approximately 150 persons can easily be accommodated within the existing structure. These admissions completely contradict the plea regarding non-availability of reasonably suitable alternative accommodation.

81. The reliability of the petitioner's case is further shaken by the discrepancies in the site plan filed on record. PW-2 has admitted in his cross-examination, that the site plan filed by the petitioner does not depict correct measurements and does not reflect the complete structure of the premises. He has further admitted that the site plan

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

filed by the respondent is correct. The relevant excerpts of his cross examination to this effect are reproduced as under:-

> *"It is correct that the site plan Ex. PW-1/A has nowhere mentioned about the exact area of satsung bhawan, office area, open area and other space. It is correct that the site plan Ex. PW-1/A does not show that the temple has two story, ground and first floor.*
> *It is correct that the site plan filed by the respondents showed the correct space of the temple."*

From the said admissions, it is evident that the site plan filed by the petitioner is incorrect and incomplete, thereby affecting the credibility of the petitioner's case. This admission goes to the root of the matter and renders the version of the petitioner unreliable. Moreover, the testimonies of the petitioner's witnesses suffer from inconsistencies and lack of knowledge on material aspects, thereby further weakening the case of the petitioner. The documentary evidence led by the petitioner is also insufficient and unreliable.

82. Thus, from the cumulative effect of the aforesaid admissions and evidence on record, this Court is of the considered opinion, that the petitioner has failed to establish any genuine, honest or pressing requirement for the tenanted premises. The material on record clearly demonstrates availability of sufficient accommodation with the petitioner society. The alleged requirement appears vague, unsupported and lacking in bona fides.

83. Another major conflict that surfaces with respect to locus of the petitioner and the authority being possessed by one Chander Mohan Sain i.e. the person who had filed the present petition on behalf of the petitioner's society as the petitioner's own witnesses i.e. PW-2 has deposed, that Sh. Chander Mohan Sain had wrongly claimed personal ownership over the shop in question whereas subsequently it was asserted that the petitioner society is the owner thereof. Such contradictory stands materially affects the authority of Chander Mohan Sain to file the present eviction petition on behalf of the petitioner's society as it is deposed by PW-2 that at one point of time Sh. Chander Mohan Sain had claimed himself to be the owner of the suit premises and so being the case it had to be elucidated and established vide cogent evidence that Sh. Chander Mohan Sain was duly and legally authorized to institute the present petition on behalf of petitioner's society with respect to the suit property in question merely in capacity of being a representative and not the owner as Sh. Chander Mohan Sain himself never stepped into the witness box on account of his demise.

84. Another line of arguments harped upon by the petitioner is that the landlord is the best judge of his requirement and to elucidate on this point, this Court deems it fit to discuss the law laid down vide plethora of judgments by the Hon'ble Apex Court in determining, this aspect that landlord is the best judge of his requirement and he is at complete liberty to take this call. Law is well settled that it is

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

the landlord who has to decide as to how and in what manner, he should live and that he is the best judge of his requirement.

85. In the case of ***Om Prakash Singhal Vs. Shri Roshan Lal, 1969 RCR 391***, it has been held that ***as a broad workable rule, the landlord must left to assess his requirement in the background of his possession, circumstance, status and life and social and other responsibilities, and other relevant factors.***

86. In ***Parvati Devi Vs. P. V. Krishna, JT 1987 (1) SC 764***, it has been held as under:-

> ***"The landlord is the best judge of his requirement. He has complete freedom in the matter. It is no concern of the courts to dictate to the landlord how and in what manner he should live and prescribe for him a standard of their own. There is no law that deprives the landlord of the beneficial enjoyment of his property."***

87. In ***Anil Bajaj Vs. Vinod Ahuja, MANU/SC/0435/2014 : (2014) 15 SCC 610***, it has been held as under:-

> ***"It would hardly require any reiteration of the settled principle of law that it is not for the tenant to dictate to the landlord as to how the property ALR 1999 SC 100 (1990) 5 SCC 353 (2014) 15 SCC 610, Neutral Citation Number : 2023 : DHC : 3199 belonging to the landlord should be utilized by him for the purpose of his business."***

88. In *Balwant Singh Vs. Sudarshan Kumar, MANU/SC/0087/2021*, it has been held as under:-

> ***"It is not for the tenant to dictate how much space is adequate for the proposed business venture or to suggest that the available space with the landlord will be adequate."***

89. In ***Shiv Sarup Gupta Vs. Mahesh Chand Gupta (Dr) MANU/SC/0432/1999 : (1999) 6 SCC 222***, it has been held as under:-

> "Once the Court is satisfied of the bona fides of the need of the landlord for the premises by applying objective standards then in the matter of choosing out of more than one accommodation available to the landlord his subjective choice shall be respected by the Court."

90. There can be no qualm with the settled proposition, that the landlord is the best judge of his requirement. However, the said principle comes into operation only after the landlord is able to establish a genuine and bona fide need. In the present case, the petitioner has failed to establish the foundational facts constituting such bona fide requirement. Therefore, the aforesaid judgments do not advance the case of the petitioner.

91. In such circumstances, the petitioner has failed to prove the non-availability of alternative suitable accommodation, which is a mandatory requirement under Section 14(1)(e) of the DRC Act.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

> 92. In view of the above detailed discussion and findings, this Court is of the considered opinion, that the petitioner has failed to establish the essential ingredients required under Section 14(1)(e) of the Delhi Rent Control Act. The petitioner has failed to prove the existence of landlord-tenant relationship, has not been able to establish ownership or a better title over the suit premises, has failed to substantiate bona fide requirement and has also not proved the absence of alternative accommodation. The petition further suffers from lack of proper authorization and is based on unreliable and insufficient evidence. Accordingly, the present eviction petition is liable to be dismissed."

20. The principal grievance of the Petitioner is that the learned Rent Controller has placed excessive emphasis upon the question of ownership and has failed to appreciate the legal position that a landlord is not required to establish absolute title over the premises.

21. There can be no quarrel with the proposition that the concept of ownership under Section 14(1)(e) of the DRC Act is not to be equated with absolute ownership against the entire world. In ***Smt. Shanti Sharma v. Smt. Ved Prabha***[11], the Hon'ble Supreme Court has held that the expression "owner" occurring in Section 14(1)(e) is required to be understood in the context of the relationship between the landlord and the tenant. The landlord is required to establish a right superior to that of the tenant and is not required to establish an indefeasible title as would be necessary in a comprehensive title suit. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**14.** The word "owner" has not been defined in this Act and the word 'owner' has also not been defined in the Transfer of Property Act. The contention of the learned Counsel for the appellant appears to be that ownership means absolute ownership in the land as well as of the structure standing thereupon. Ordinarily, the concept of ownership may be what is contended by the counsel for the appellant but in the modern context where it is more or less

[11] (1987) 4 SCC 193

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

admitted that all lands belong to the State, the persons who hold properties will only be lessees or the persons holding the land on some term from the government or the authorities constituted by the State and in this view of the matter it could not be thought of that the legislature when it used the term "owner" in the provision of Section 14(1)(*e*) it thought of ownership as absolute ownership. It must be presumed that the concept of ownership only will be as it is understood at present. It could not be doubted that the term "owner" has to be understood in the context of the background of the law and what is contemplated in the scheme of the Act. This Act has been enacted for protection of the tenants. But at the same time it has provided that the landlord under certain circumstances will be entitled to eviction and bona fide requirement is one of such grounds on the basis of which landlords have been permitted to have eviction of a tenant. In this context, the phrase "owner" thereof has to be understood, and it is clear that what is contemplated is that where the person builds up his property and lets out to the tenant and subsequently needs it for his own use, he should be entitled to an order or decree for eviction the only thing necessary for him to prove is bona fide requirement and that he is the owner thereof. In this context, what appears to be the meaning of the term "owner" is vis-a-vis the tenant i.e. the owner should be something more than the tenant. Admittedly in these cases where the plot of land is taken on lease the structure is built by the landlord and admittedly he is the owner of the structure. So far as the land is concerned he holds a long lease and in this view of the matter as against the tenant it could not be doubted that he will fall within the ambit of the meaning of the term "owner" as is contemplated under this section. This term came up for consideration before the Delhi High Court and it was also in reference to Section 14(1)(*e*) and it was held by the Delhi High Court in ***T.C. Rekhi* v. *Smt Usha Gujral*** [1971 RCJ 322, 326 (Del HC)] as under:

> "The word 'owner' as used in this clause, has to be construed in the background of the purpose and object of enacting it. The use of the word 'owner' in this clause seems to me to have been inspired by the definition of the word 'landlord' as contained in Section 2(*e*) of the Act which is wide enough to include a person receiving or entitled to receive the rent of any premises on account of or on behalf of or for the benefit of any other person. Construed in the context in which the word "owner" is used in clause (*e*), it seems to me to include all persons in the position of Smt Usha Gujral who have taken a long lease of sites from the government for the purpose of building houses thereon. The concept of ownership seems now to be eclipsed by its social and political significance and the idea of ownership, in case like the present is one of the better right to be in possession and to obtain it. To

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

> accede to the contention raised by Shri Kapur would virtually nullify the effect of clause (*e*) and would render all such landlords remediless against tenants however badly they may need the premises for their own personal residence. I do not think such a result was intended by the legislature and I repel the appellant's contention. I consider it proper before passing on to the next challenge to point out that the word 'owner' as used in clause (*e*) in Section 14(1) does not postulate absolute ownership in the sense that he has an absolutely unrestricted right to deal with the property as he likes. To describe someone as owner, and perhaps even as an absolute owner, of property is to say two things: it is to assert that his title to the property is indisputable and that he has all the rights of ownership allowed by the legal system in question. Rights of ownership may, therefore, be limited by special provisions of law and include in those provisions such as are in force in New Delhi according to which citizens are granted long leases of sites for constructing buildings thereon. Now, the words of a statute, though normally construed in their ordinary meaning, may contain inherent restrictions due to their subject matter and object and the occasion on which the circumstances with reference to which they are used. They call for construction in the light of their context rather than in what may be either their strict etymological sense or their popular meaning apart from the context (see *Halsbury's Laws of England*, Third Edn., Vol. 36 para 893 p. 394). The meaning of the word "owner" in clause (*e*) is influenced and controlled by its context and the appellant's construction is unacceptable because it seems to be quite clearly contrary to the reasonable operation of the statutory provision."

22. The aforesaid principle, however, cannot be construed to mean that the establishment of a landlord-tenant relationship, by itself, entitles a landlord to an order of eviction under Section 14(1)(e) of the DRC Act. The statutory requirements contemplated under the said provision are distinct and have to be satisfied cumulatively. The essential requirements are that the Petitioner must establish the requisite status of owner and landlord *vis-à-vis* the tenant; that the premises are required *bona fide* for the purpose pleaded; and that no

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

other reasonably suitable accommodation is available to the landlord for satisfying such requirement.

23. The aforesaid position has also been reiterated by this Court in ***Rajiv Mehra & Anr. v. Ravi Bhushan***[12],wherein it was held that the landlord is required to establish the existence of landlord-tenant relationship, the *bona fide* requirement of the tenanted premises and the absence of any other reasonably suitable accommodation. These requirements are to be examined in the facts and circumstances of each case. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**40.** In order to succeed in the eviction petition filed under Section 14(1)(e) of the DRC Act, the landlord has to satisfy the three essential ingredients which are reproduced below:—
> *a) Landlord - tenant relationship*
> *b) Landlord requires the premises bonafidely for use for themselves or for family members dependent upon them;*
> *c) They have no other reasonable suitable accommodation.*"

24. The aforesaid requirements are not interchangeable. The failure to establish any one of the essential ingredients would be sufficient to defeat an eviction petition under Section 14(1)(e) of the DRC Act. Thus, even assuming that the Petitioner succeeds in establishing the landlord-tenant relationship, the same would not dispense with the independent obligation of establishing a genuine and *bona fide* requirement and the absence of reasonably suitable alternative accommodation.

I. Landlord-Tenant Relationship

25. The Petitioner has contended that the learned Rent Controller has placed undue emphasis upon the question of ownership of the

[12]2023 SCC OnLine Del 6433

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

underlying land, despite the settled legal position that, for the purposes of Section 14(1)(e) of the DRC Act, the landlord is not required to establish absolute ownership and it would suffice if a title superior to that of the tenant is established. The aforesaid proposition, as a matter of law, is not in dispute. However, a perusal of the Impugned Orders does not support the Petitioner's contention that the learned Rent Controller has confined its examination merely to the question of ownership or has overlooked the issue of landlord-tenant relationship between the parties.

26. The learned Rent Controller has independently examined the existence of the alleged landlord-tenant relationship on the basis of the oral and documentary evidence led by the parties. In this regard, the cross-examination of PW-1 and PW-2 assumes significance. PW-1 admitted that he became a member of the Petitioner Society only in the year 2018 and had no personal knowledge of its affairs and activities prior thereto. He also expressed lack of knowledge regarding the execution of any rent agreement between the parties. The testimony of PW-2, who claimed to be the President of the Petitioner Society, was also examined in the context of the absence of any written rent agreement. The learned Rent Controller, therefore, assessed the evidentiary value of their testimony in light of their personal knowledge of the alleged inception and continuation of the tenancies.

27. The learned Rent Controller has further examined the rent receipts relied upon by the Petitioner Society, which are undoubtedly relevant to the determination of the relationship between the parties and cannot be disregarded merely on account of the absence of a

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

formal written rent agreement. At the same time, the evidentiary value of the rent receipts is required to be assessed in the context of their execution, the authority of the person issuing them and the surrounding documentary material. The said receipts were considered alongside the explanation furnished by the Respondents that the payments represented donations or contributions towards the temple. The learned Rent Controller noticed that the receipts were not supported by rent registers, ledger accounts, counterfoils or any other independent documentary record establishing the receipt of rent from the Respondents. The explanation regarding the nature of the payments was, therefore, examined in the context of the entire evidence and not merely on the basis of the description appearing on the receipts.

28. It is also pertinent to note that the Petitioner has raised certain matter-specific pleas in the connected Revision Petitions. In RC.REV. 379/2026, the Petitioner has additionally referred to an alleged written rent agreement and rent receipts in the name of Nandu Sain. In RC.REV. 380/2026 and RC.REV. 381/2026, reliance is placed upon receipts stated to have been issued in the names of the predecessors or family members of the respective Respondents, namely, Jagdish Aggarwal and Santosh Rithalia. The aforesaid documents have to be examined in the context of the evidence recorded in the respective eviction proceedings. The mere assertion of their existence does not, by itself, establish that the findings returned by the learned Rent Controller are perverse.

29. The Reply dated 25.02.2016 to the Legal Notice dated 03.02.2016, upon which considerable reliance has been placed by the

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

Petitioner, also requires consideration in its entirety. It is correct that the opening portion of the said Reply contains an assertion that the shopkeepers were tenants of the Petitioner Society since the year 1980 and had been continuously making payments to the Society through Sh. Sarvottam Kumar. However, the subsequent paragraphs of the very same Reply contain a contrary assertion. In particular, Paragraph 2 thereof states that the shopkeepers were not tenants but members of the Petitioner Society and that the amounts paid by them towards the temple were in the nature of donations or contributions. The Reply further questions the authority of the person issuing the legal notice and disputes the Petitioner's entitlement to seek possession of the shops. The relevant portion of the aforesaid Reply dated 25.02.2016 is reproduced hereinbelow:

> "At the very outset the Noticee herein denies your authority to issue the present legal notice to we as we are tenant of Sain Mahasabha Naraini Dham Delhi (Regd.) since 1980 and are continuously paid the rent to Sain Mahasabha Naraini Dham Delhi (Regd.) by depositing the rent with Shri Sarvottam Kumar who is in charge of affairs of the Sain Mahasabha Naraini Dham Delhi (Regd.) from the year 2013 and the rent/donation receipts had been issued by him to we and the rent/donation is being paid up to date.
>
> *****
>
> 2. That we all are shopkeeper of the temple premises are not the tenant but also are the members of Sain Mahasabha Naraini Dham Delhi (Regd.) and are also paying donations to the temple the receipts which are available with me and being the members of the Sain Mahasabha Naraini Dham Delhi (Regd.) we are very well aware about the fraudulent activates being conducted by you in order grab the management said temple premises."

30. Thus, the Reply, when read as a whole, contains assertions which are not entirely consistent with one another. The opening statement cannot be treated in isolation as an unequivocal and conclusive admission of tenancy while disregarding the subsequent stand taken in the same document. The evidentiary value of the Reply

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

was required to be examined in the context of the entire documentary record and the conduct of the parties.

31. The learned Rent Controller has also taken note of the explanation furnished by the Respondents that a particular payment had been made under a mistaken belief, and held that such payment, in the absence of other cogent evidence, could not by itself constitute an unequivocal acknowledgment of the landlord-tenant relationship.

32. The learned Rent Controller has also considered the official land-status documents produced through the witnesses examined by the Respondents, which disclosed acquisition of the underlying land and handing over of possession to the DDA. The aforesaid material was considered alongside the Petitioner's failure to produce cogent documentary evidence establishing its claimed right or interest in the premises. Thus, the findings of the learned Rent Controller on the question of landlord-tenant relationship emerge from a cumulative assessment of the oral testimony, rent receipts, reply to the legal notice and the official land-status documents.

33. The learned Rent Controller has also examined the authority of the person who instituted the eviction proceedings on behalf of the Petitioner Society. In this regard, the admissions of PW-1 regarding his lack of knowledge as to whether any NOC or authorisation had been obtained from Sh. Chander Mohan Sain, coupled with the absence of any cogent documentary material demonstrating due authorisation, were also taken into consideration. The learned Rent Controller, therefore, examined not merely the alleged tenancy but also the authority under which the proceedings had been instituted on behalf of the Society.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

34. In view of the aforesaid discussion, the contention of the Petitioner that the learned Rent Controller has predominantly proceeded on the question of ownership, while overlooking the landlord-tenant relationship, is not borne out from a reading of the Impugned Orders. The learned Rent Controller has examined the said issue independently and has returned findings upon consideration of the evidence brought on record. Merely because the findings have ultimately gone against the Petitioner cannot be a ground to contend that the relevant evidence was not considered or that the issue was not adjudicated in its proper perspective.

35. The Petitioner has failed to demonstrate any material evidence having been ignored or any perversity or material irregularity in the appreciation undertaken by the learned Rent Controller. The aforesaid contention, therefore, essentially seeks a re-appreciation of the evidence and substitution of the findings returned by the learned Rent Controller, which cannot be permitted in the limited revisional jurisdiction under Section 25-B(8) of the DRC Act.

36. In any event, even assuming, for the sake of argument, that the Petitioner succeeds in establishing the landlord-tenant relationship and its superior title *vis-à-vis* the Respondents, the same would not, by itself, entitle it to an order of eviction under Section 14(1)(e) of the DRC Act. The requirement of *bona fide* need and the non-availability of reasonably suitable alternative accommodation constitute independent statutory ingredients, which are required to be established cumulatively. The findings of the learned Rent Controller on these aspects, therefore, warrant independent examination.

II. Bona fide requirement

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

37. The requirement of *bona fide* need is not a mere formality or a matter of subjective assertion. The expression contemplates a genuine, honest and sincere requirement, as distinguished from a mere desire or wish to obtain possession of the tenanted premises.

38. In ***Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta***[13], the Hon'ble Supreme Court explained that the requirement of the landlord must be natural, real, sincere and honest. The Court is required to examine the claim by applying objective standards and by considering the facts and circumstances placed on record. It was further held that once the Court is satisfied about the *bona fides* of the requirement, the subjective choice of the landlord in selecting the premises ought ordinarily to be respected. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**12.** A perusal of Section 14 of the Act shows that the law has imposed restrictions on the recovery of possession of any premises by a landlord from a tenant notwithstanding any law or contract to the contrary. However, an order for recovery of possession is permissible on one or more of the specified grounds. One such ground is the premises let for residential purposes being required bona fide by the landlord for occupation as residence for himself or for any member of his family dependent on him. What is a bona fide requirement is not defined in the Act. The words "need" and "require" both denote a certain degree of want with a thrust within demanding fulfilment. "Need" or "requirement" qualified by the word "bona fide" or "genuine" preceding as an adjective — is an expression often used in rent control laws. "Bona fide or genuine need" of the landlord or that the landlord "genuinely requires" or "requires bona fide" an accommodation for occupation by or use for himself is an accepted ground for eviction and such expression is often employed by rent control legislation draftsman. The two expressions are interchangeable in practice and carry the same meaning.
>
> **13.***Chambers 20th Century Dictionary* defines bona fide to mean "in good faith : genuine". The word "genuine" means "natural : not spurious : real : pure : sincere". In *Law Dictionary*, Mozley and Whitley define bona fide to mean "good faith, without fraud or

[13](1999) 6 SCC 222

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

deceit". Thus the term bona fide or genuinely refers to a state of mind. Requirement is not a mere desire. The degree of intensity contemplated by "requires" is much more higher than in mere desire. The phrase "required bona fide" is suggestive of legislative intent that a mere desire which is the outcome of whim or fancy is not taken note of by the rent control legislation. A requirement in the sense of felt need which is an outcome of a sincere, honest desire, in contradistinction with a mere pretence or pretext to evict a tenant, on the part of the landlord claiming to occupy the premises for himself or for any member of the family would entitle him to seek ejectment of the tenant. Looked at from this angle, any setting of the facts and circumstances protruding the need of the landlord and its bona fides would be capable of successfully withstanding the test of objective determination by the court. The judge of facts should place himself in the armchair of the landlord and then ask the question to himself — whether in the given facts substantiated by the landlord the need to occupy the premises can be said to be natural, real, sincere, honest. If the answer be in the positive, the need is bona fide. The failure on the part of the landlord to substantiate the pleaded need, or, in a given case, positive material brought on record by the tenant enabling the court drawing an inference that the reality was to the contrary and the landlord was merely attempting at finding out a pretence or pretext for getting rid of the tenant, would be enough to persuade the court certainly to deny its judicial assistance to the landlord. Once the court is satisfied of the bona fides of the need of the landlord for the premises or additional premises by applying objective standards then in the matter of choosing out of more than one accommodation available to the landlord his subjective choice shall be respected by the court. The court would permit the landlord to satisfy the proven need by choosing the accommodation which the landlord feels would be most suited for the purpose; the court would not in such a case thrust its own wisdom upon the choice of the landlord by holding that not one but the other accommodation must be accepted by the landlord to satisfy his such need. In short, the concept of bona fide need or genuine requirement needs a practical approach instructed by the realities of life. An approach either too liberal or too conservative or pedantic must be guarded against."

39. The principle that the landlord is the best judge of his requirement has also been reiterated in ***Prativa Devi v. T.V. Krishnan***[14], and ***Anil Bajaj v. Vinod Ahuja***[15]. However, the aforesaid principle does not dispense with the foundational requirement of

[14](1996) 5 SCC 353
[15](2014) 15 SCC 610

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

establishing that the need itself is genuine and *bona fide*. The freedom of choice available to the landlord operates after the existence of such need has been established on the basis of the material on record.

40. In this regard, the distinction between a mere desire and a genuine requirement assumes significance. In ***Deena Nath v. Pooran Lal***[16], the Hon'ble Supreme Court reiterated that the requirement must be genuine and *bona fide* and that the Court is required to examine the availability of other suitable accommodation while adjudicating the claim of the landlord. Although ***Deena Nath*** (supra), arose under the Madhya Pradesh Accommodation Control Act, 1961, the principles enunciated therein with respect to the assessment of *bona fide* requirement and the availability of alternative accommodation are equally relevant to the interpretation and application of Section 14(1)(e) of the DRC Act. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**15.** From the discussions in the foregoing paragraphs, the question that arises for determination is whether in the facts and circumstances of the case, the High Court was justified in interfering with the concurrent judgments of the courts below in holding that the plaintiff required the premises bona fide for use of his son. Section 12(1)(*f*) of the Act under which the eviction of the tenant was sought and granted by the lower courts, reads as follows:
> "12. *Restriction on eviction of tenants*.—(1) Notwithstanding anything to the contrary contained in any other law or contract, no suit shall be filed in any civil court against a tenant for his eviction from any accommodation except on one or more of the following grounds only, namely:
> (*a*)-(*e*)***
> (*f*) that the accommodation let for non-residential purposes is required bona fide by the landlord for the purpose of continuing or starting his business or that of any of his major sons or unmarried daughters if he is the owner thereof or for any person for whose benefit the accommodation is held and that the landlord or such

[16](2001) 5 SCC 705

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

person has no other reasonably suitable non-residential accommodation of his own in his occupation in the city or town concerned;"

The section, on a plain reading, is clear and specific. The criteria to be fulfilled for an order of eviction under the provision are:

(*i*) that the non-residential accommodation is *required bona fide* by the landlord for the purpose of continuing or starting his business or that of any of his major sons; and

(*ii*) *that the landlord or such person has no other reasonably suitable non-residential accommodation of his own in his occupation in the city or town concerned*.

(emphasis supplied)

The legislature in enacting the provision has taken ample care to avoid any arbitrary or whimsical action of a landlord to evict his tenant. The statutory mandate is that there must be first a requirement by the landlord which means that it is not a mere whim or a fanciful desire by him; further, such requirement must be bona fide which is intended to avoid a mere whim or desire. The "bona fide requirement" must be in praesenti and must be manifested in actual need which would evidence the court that it is not a mere fanciful or whimsical desire. The legislative intent is made further clear by making the provision that the landlord has no other reasonably suitable residential accommodation of his own in his occupation in the city or town concerned. This requirement lays stress that the need is pressing and there is no reasonably suitable alternative for the landlord but to get the tenant evicted from the accommodation. Similar statutory provision is made in clause (*e*) of Section 12(1) of the Act in respect of accommodation let for residential purposes. Thus, the legislative mandate being clear and unambiguous, the court is duty-bound to examine not merely the requirement of the landlord as pleaded in the eviction petition but also whether any other reasonably suitable non-residential accommodation in his occupation in the city/town is available. The judgment/order of the court/authority for eviction of a tenant which does not show that the court/authority has applied its mind to these statutory requirements cannot be sustained and the superior court will be justified in upsetting such judgment/order in appeal/second appeal/revision. Bona fide requirement, on a first look, appears to be a question of fact. But in recording a finding on the question the court has to bear in mind the statutory mandate incorporated in Section 12(1)(*f*). If it is found that the court has not applied the statutory provisions to the evidence on record in its proper perspective then the finding regarding bona fide requirement would cease to be a mere finding of fact, for such erroneous finding illegally arrived at would vitiate the entire judgment. In such case the High Court cannot be faulted for interfering with the finding in exercise of its second appellate jurisdiction under Section 100 of the Code of Civil Procedure.

Signature Not Verified
Digitally Signed
By:HARVINDER KAUR
BHATIA
Signing Date:19.11.2026
15:30:03

> **16.** In this connection, we may refer to the decision of this Court in the case of ***Shiv Sarup Gupta* v. *Dr Mahesh Chand Gupta*** [(1999) 6 SCC 222] in which it was held, inter alia, that: (SCC Headnote)
> "The term bona fide or genuinely refers to a state of mind. Requirement is not a mere desire. The degree of intensity contemplated by 'requires' is much higher than in mere desire. The phrase 'required bona fide' is suggestive of legislative intent that a mere desire which is the outcome of a whim or fancy is not taken note of by the rent control legislation. A requirement in the sense of felt need which is an outcome of a sincere, honest desire, in contradistinction with a mere pretence or pretext to evict a tenant, on the part of the landlord claiming to occupy the premises for himself or for any member of the family would entitle him to seek ejectment of the tenant."
> Therein it was further held: (SCC p. 231, para 11)
> "[T]he High Court (in revision) is obliged to test the order of the Rent Controller on the touchstone of 'whether it is according to law'. For that limited purpose it may enter into reappraisal of evidence, that is, for the purpose of ascertaining whether the conclusion arrived at by the Rent Controller is wholly unreasonable or is one that no reasonable person acting with objectivity could have reached on the material available."

41. It is, therefore, incumbent upon the landlord to first place adequate pleadings and *prima facie* material demonstrating the existence of a *bona fide* requirement. It is only upon such foundational satisfaction that the question of availability of reasonably suitable alternative accommodation assumes significance, the two requirements being interlinked and cumulative in nature. Reliance in this regard is placed upon ***Abid-Ul-Islam*** (supra).The relevant portion is reproduced hereinbelow:

> "***Requirement under Section 14(1)(e)***
> **15.** Section 14(1)(*e*) carves out an exception to the regular mode of eviction. Thus, in a case where a landlord makes an application seeking possession of the tenanted premises for his bona fide requirement, the learned Rent Controller may dispense with the protection prescribed under the Act and then grant an order of eviction. Requirement is the existence of bona fide need, when there is no other "reasonably suitable accommodation". Therefore, there has to be satisfaction on two grounds, namely, (*i*) the requirement being bona fide, and (*ii*) the non-availability of a reasonably suitable residential accommodation. Such

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

reasonableness along with suitability is to be seen from the perspective of the landlord and not the tenant. When the learned Rent Controller comes to the conclusion that there exists a bona fide need coupled with the satisfaction that there is no reasonably suitable residential accommodation, the twin conditions mandated under Section 14(1)(*e*) stand satisfied.

16. We may usefully refer to the decision of this Court in ***Inderjeet Kaur* v. *Nirpal Singh*** [*Inderjeet Kaur* v. *Nirpal Singh*, (2001) 1 SCC 706] : (SCC pp. 711-13, paras 9-13)

> "*9*. Chapter III-A deals with summary trial of certain applications expressly stating that every application by a landlord for recovery of possession on the ground specified in clause (*e*) of the proviso to sub-section (1) of Section 14 of the Act, or under Section 14-A or 14-B or 14-C or 14-D shall be dealt with in accordance with the special provisions prescribed in Section 25-B of the Act. As per the broad scheme of this Chapter a tenant is precluded from contesting an application filed for eviction on the grounds mentioned in the aforementioned provisions unless he obtains leave from the Controller to contest the eviction petition. In default of obtaining leave to defend or leave is refused to him an order of eviction follows. It appears recourse to summary trial is adopted having due regard to nature of the grounds on which the eviction is sought with a view to avoid delay so that the landlord should not be deprived or denied of his right to immediate possession of premises for his bona fide use.
>
> *10*. At the same time, it is well settled and accepted position in law that no one shall be subjected to suffer a civil consequence like eviction from a premises resulting in hardship to him without providing adequate and effective opportunity to disprove the case against him and establish his case as pleaded.
>
> *11*. As is evident from Sections 25-B(4) and (5) of the Act, burden placed on a tenant is light and limited in that if the affidavit filed by him discloses such facts as would disentitle the landlord from obtaining an order for the recovery of the possession of the premises on the ground specified in clause (*e*) of the proviso to Section 14(1) of the Act, with which we are concerned in this case, are good enough to grant leave to defend.
>
> *12*. A landlord, who bona fide requires a premises for his residence and occupation should not suffer for long, waiting for eviction of a tenant. At the same time a tenant cannot be thrown out from a premises summarily, even though prima facie he is able to say that the claim of the landlord is not bona fide or untenable and as such not entitled to obtain an order of eviction. Hence the approach has to be cautious and judicious in granting or refusing

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

leave to defend to a tenant to contest an eviction petition within the broad scheme of Chapter III-A and in particular having regard to the clear terms and language of Section 25-B(5).

13. We are of the considered view that at a stage when the tenant seeks leave to defend, it is enough if he prima facie makes out a case by disclosing such facts as would disentitle the landlord from obtaining an order of eviction. It would not be a right approach to say that unless the tenant at that stage itself establishes a strong case as would non-suit the landlord, leave to defend should not be granted when it is not the requirement of Section 25-B(5). A leave to defend sought for cannot also be granted for mere asking or in a routine manner which will defeat the very object of the special provisions contained in Chapter III-A of the Act. Leave to defend cannot be refused where an eviction petition is filed on a mere design or desire of a landlord to recover possession of the premises from a tenant under clause (*e*) of the proviso to sub-section (1) of Section 14, when as a matter of fact the requirement may not be bona fide. Refusing to grant leave in such a case leads to eviction of a tenant summarily resulting in great hardship to him and his family members, if any, although he could establish if only leave is granted that a landlord would be disentitled for an order of eviction. At the stage of granting leave to defend, parties rely on affidavits in support of the rival contentions. Assertions and counter-assertions made in affidavits may not afford safe and acceptable evidence so as to arrive at an affirmative conclusion one way or the other unless there is a strong and acceptable evidence available to show that the facts disclosed in the application filed by the tenant seeking leave to defend were either frivolous, untenable or most unreasonable. Take a case when possession is sought on the ground of personal requirement, a landlord has to establish his need and not his mere desire. The ground under clause (*e*) of the proviso to sub-section (1) of Section 14 enables a landlord to recover possession of the tenanted premises on the ground of his bona fide requirement. This being an enabling provision, essentially the burden is on the landlord to establish his case affirmatively. In short and substance, a wholly frivolous and totally untenable defence may not entitle a tenant to leave to defend, but when a triable issue is raised a duty is placed on the Rent Controller by the statute itself to grant leave. At the stage of granting leave the real test should be whether facts disclosed in the affidavit filed seeking leave to defend prima facie show that the landlord would be disentitled from obtaining an order of eviction and not

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

whether at the end defence may fail. It is well to remember that when leave to defend is refused, serious consequences of eviction shall follow and the party seeking leave is denied an opportunity to test the truth of the averments made in the eviction petition by cross-examination. It may also be noticed that even in cases where leave is granted provisions are made in this very Chapter for expeditious disposal of eviction petitions. Section 25-B(6) states that where leave is granted to a tenant to contest the eviction application, the Controller shall commence the hearing of the application as early as practicable. Section 25-B(7) speaks of the procedure to be followed in such cases. Section 25-B(8) bars the appeals against an order of recovery of possession except a provision of revision to the High Court. Thus a combined effect of Sections 25-B(6),(7) and (8) would lead to expeditious disposal of eviction petitions so that a landlord need not wait and suffer for a long time. On the other hand, when a tenant is denied leave to defend although he had fair chance to prove his defence, will suffer great hardship. In this view a balanced view is to be taken having regard to competing claims."

*****

18. For availing the leave to defend as envisaged under Section 25-B(5), a mere assertion per se would not suffice as Section 14(1)(*e*) creates a presumption subject to the satisfaction of the learned Rent Controller qua bona fide need in favour of the landlord which is obviously rebuttable with some material of substance to the extent of raising a triable issue. The satisfaction of the Rent Controller in deciding on an application seeking leave to defend is obviously subjective. The degree of probability is one of preponderance forming the subjective satisfaction of the Rent Controller. Thus, the quality of adjudication is between a mere moonshine and adequate material and evidence meant for the rejection of a normal application for eviction.

19. Before a presumption is drawn, the landlord is duty-bound to place prima facie material supported by the adequate averments. It is only thereafter, the presumption gets attracted and the onus shifts on the tenant. The object of Section 14(1)(*e*) vis-à-vis Section 25-B has to be seen in the light of yet another provision contained under Section 19. Section 19 gives a right to the dispossessed tenant for repossession if there is a non-compliance on the part of the landlord albeit after eviction, to put the premises to use for the intended purpose. Such a right is available only to a tenant who stood dispossessed on the application filed by the landlord invoking Section 14(1)(*e*) being allowed. Thus, Section 19 inter alia throws more light on the legislative objective facilitating a speedy possession. The object is also reflected in the proviso to Section 25-B(8), denying a right of appeal.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

20. Dealing with a pari materia provision, this Court in ***Baldev Singh Bajwa* v. *Monish Saini*** [*Baldev Singh Bajwa* v. *Monish Saini*, (2005) 12 SCC 778] , was pleased to clarify the aforesaid position holding the procedure as summary. In such a case, the tenant is expected to put in adequate and reasonable materials in support of the facts pleaded in the form of a declaration sufficient to raise a triable issue. One cannot lose sight of the object behind Section 25-B in facilitating not only the expeditious but effective remedy for a class of landlords, *sans* the normal procedural route. In this regard, we wish to quote the decision of this Court in ***Baldev Singh***[*Baldev Singh Bajwa* v. *Monish Saini*, (2005) 12 SCC 778] : (SCC pp. 790-93, paras 14-17 & 19)

> "*14*. The phrase "bona fide requirement" or "bona fide need" or "required reasonably in good faith" or "required", occurs in almost all Rent Control Acts with the underlying legislative intent which has been considered and demonstrated innumerable times by various High Courts as also by this Court, some of which we would like to refer to. In ***Ram Dass* v. *Ishwar Chander*** [*Ram Dass* v. *Ishwar Chander*, (1988) 3 SCC 131] it is said that the bona fide need should be genuine and honest, conceived in good faith. It was also indicated that the landlord's desire for possession, however honest it might otherwise be, has inevitably a subjective element in it, and that desire, to become a "requirement" in law must have the objective element of a "need", which can be decided only by taking all the relevant circumstances into consideration so that the protection afforded to a tenant is not rendered illusory or whittled down.
>
> *15*. In ***Bega Begum* v. *Abdul Ahad Khan*** [*Bega Begum* v. *Abdul Ahad Khan*, (1979) 1 SCC 273] it was held by this Court that the words "reasonable requirement" undoubtedly postulate that there must be an element of need as opposed to a mere desire or wish. The distinction between desire and need should doubtless be kept in mind but not so as to make even the genuine need as nothing but a desire.
>
> *16*. In ***Surjit Singh Kalra* v. *Union of India*** [*Surjit Singh Kalra* v. *Union of India*, (1991) 2 SCC 87] a three-Judge Bench of this Court has held as under : (SCC p. 99, para 20)
>
> > '*20*. The tenant of course is entitled to raise all relevant contentions as against the claim of the classified landlords. The fact that there is no reference to the word bona fide requirement in Sections 14-B to 14-D does not absolve the landlord from proving that his requirement is bona fide or the tenant from showing that it is not bona fide. In fact every claim for eviction

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

> against a tenant must be a bona fide one. There is also enough indication in support of this construction from the title of Section 25-B which states 'special procedure for the disposal of applications for eviction on the ground of bona fide requirement'.'
>
> *17.* In ***Shiv Sarup Gupta* v. *Mahesh Chand Gupta*** [*Shiv Sarup Gupta* v. *Mahesh Chand Gupta*, (1999) 6 SCC 222] this Court while dealing with the aspect of bona fide requirement has said that the sense of felt need which is an outcome of a sincere, honest desire, in contradistinction with a mere pretence or pretext to evict a tenant, refers to a state of mind prevailing with the landlord. The only way of peeping into the mind of the landlord is an exercise undertaken by the Judge of facts by placing himself in the armchair of the landlord and then posing a question to himself — whether in the given facts, substantiated by the landlord, the need to occupy the premises can be said to be natural, real, sincere and honest.
>
> ***
>
> *19.* … In our view there are inbuilt protections in the relevant provisions for the tenants that whenever the landlord would approach the court he would approach when his need is genuine and bona fide. It is, of course, subject to the tenant's right to rebut it but with strong and cogent evidence. In our view, in the proceeding taken up under Section 13-B by the NRI landlords for the ejectment of the tenant, the court shall presume that the landlord's need pleaded in the petition is genuine and bona fide. But this would not disentitle the tenant from proving that in fact and in law the requirement of the landlord is not genuine. A heavy burden would lie on the tenant to prove that the requirement of the landlord is not genuine. To prove this fact the tenant will be called upon to give all the necessary facts and particulars supported by documentary evidence, if available, to support his plea in the affidavit itself so that the Controller will be in a position to adjudicate and decide the question of genuine or bona fide requirement of the landlord. A mere assertion on the part of the tenant would not be sufficient to rebut the strong presumption in the landlord's favour that his requirement of occupation of the premises is real and genuine."

42. In the present batch, the principal requirement pleaded by the Petitioner Society was that the adjoining shops were required for expansion of the existing temple hall so as to facilitate the

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

organisation of religious functions and accommodate the increasing number of devotees. The requirement, therefore, was not pleaded as an ordinary commercial requirement but as one arising out of the religious and charitable activities allegedly being conducted by the Society.

43. There can be no doubt that the conduct of religious functions and the need to accommodate devotees may constitute a genuine requirement, provided the same is established on the basis of the material placed on record. The Court is not concerned with questioning the nature of the activities of a religious institution or prescribing the manner in which such institution ought to conduct its functions. However, the fact that the Petitioner is a religious society does not, by itself, dispense with the statutory obligation of establishing a genuine requirement for the particular premises sought to be recovered.

44. The learned Rent Controller has examined the evidence led by the Petitioner Society on this aspect in considerable detail. The Impugned Orders record that the Petitioner failed to produce cogent documentary or corroborative material demonstrating the nature and frequency of the religious functions allegedly being organised by the Society, the number of devotees attending such functions and the actual extent of the shortage of space.

45. The Petitioner's witnesses were unable to specify the precise additional space required, and no adequate corroborative material was placed on record to substantiate the alleged insufficiency of the existing accommodation.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

46. At the same time, the evidence disclosed the availability of an open area, an existing hall and rooms on the first floor within the temple premises. Notably, the Petitioner's own witness admitted that approximately 150 persons could be accommodated in the existing rooms and halls. Despite the aforesaid admissions, no cogent material was produced to establish that the available accommodation was inadequate for the activities sought to be undertaken by the Petitioner Society.

47. The Petitioner Society also failed to place on record any definite layout or proposal indicating how the tenanted shops, which were situated outside the periphery of the existing temple structure, were proposed to be integrated with the hall or how such expansion would address the alleged shortage of space.

48. The learned Rent Controller has also noticed that the Petitioner had not placed on record any reliable material demonstrating the actual footfall during the alleged religious functions or the extent to which the existing accommodation fell short of the requirement. The absence of any specific particulars regarding the additional space required, when considered alongside the admissions concerning the existing accommodation, was found to materially weaken the Petitioner's claim.

49. The learned Rent Controller also considered the deficiencies in the site plan furnished by the Petitioner, including its failure to depict the complete structure and accurately reflect the measurements of the existing accommodation, as well as the evidence concerning the correctness of the Respondents' site plan. These circumstances, taken

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

together, formed the basis for the finding that the alleged requirement had not been sufficiently substantiated.

50. This Court is of the considered opinion that the aforesaid findings cannot be characterised as perverse or as having been arrived at without consideration of the material on record. The learned Rent Controller has not merely proceeded on the basis of an assumption that the Petitioner Society was required to accommodate a certain number of devotees. Rather, the evidence led by the Petitioner itself was examined to ascertain whether the alleged shortage of space was genuine and whether the tenanted shops were, in fact, required for the purpose pleaded.

51. In the present matters, the learned Rent Controller has considered the cumulative effect of the absence of supporting material, the inability of the Petitioner's witnesses to specify the precise requirement, the admissions regarding the existing accommodation and the deficiencies in the site plan. The findings are, therefore, founded upon an assessment of the evidence as a whole and not upon the absence of any single document.

52. The contention of the Petitioner that the landlord is the best judge of his requirement does not, in the facts of the present case, advance its case. The principle is well settled, but its application presupposes that a genuine and *bona fide* need has first been established. It does not authorise the Court to presume the existence of such need merely because the landlord has expressed a desire to recover possession.

53. In fact, ***Shiv Sarup Gupta*** (supra) itself makes it clear that the subjective choice of the landlord is to be respected after the Court,

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

applying objective standards, is satisfied about the *bona fides* of the requirement. The same judgment recognises that a claim would fail where the evidence of the alleged need is unreliable or where the landlord has failed to substantiate the pleaded requirement. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**13.***Chambers 20th Century Dictionary* defines bona fide to mean "in good faith : genuine". The word "genuine" means "natural : not spurious : real : pure : sincere". In *Law Dictionary*, Mozley and Whitley define bona fide to mean "good faith, without fraud or deceit". Thus the term bona fide or genuinely refers to a state of mind. Requirement is not a mere desire. The degree of intensity contemplated by "requires" is much more higher than in mere desire. The phrase "required bona fide" is suggestive of legislative intent that a mere desire which is the outcome of whim or fancy is not taken note of by the rent control legislation. A requirement in the sense of felt need which is an outcome of a sincere, honest desire, in contradistinction with a mere pretence or pretext to evict a tenant, on the part of the landlord claiming to occupy the premises for himself or for any member of the family would entitle him to seek ejectment of the tenant. Looked at from this angle, any setting of the facts and circumstances protruding the need of the landlord and its bona fides would be capable of successfully withstanding the test of objective determination by the court. The judge of facts should place himself in the armchair of the landlord and then ask the question to himself — whether in the given facts substantiated by the landlord the need to occupy the premises can be said to be natural, real, sincere, honest. If the answer be in the positive, the need is bona fide. The failure on the part of the landlord to substantiate the pleaded need, or, in a given case, positive material brought on record by the tenant enabling the court drawing an inference that the reality was to the contrary and the landlord was merely attempting at finding out a pretence or pretext for getting rid of the tenant, would be enough to persuade the court certainly to deny its judicial assistance to the landlord. Once the court is satisfied of the bona fides of the need of the landlord for the premises or additional premises by applying objective standards then in the matter of choosing out of more than one accommodation available to the landlord his subjective choice shall be respected by the court. The court would permit the landlord to satisfy the proven need by choosing the accommodation which the landlord feels would be most suited for the purpose; the court would not in such a case thrust its own wisdom upon the choice of the landlord by holding that not one but the other accommodation must be accepted by the landlord to

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

> satisfy his such need. In short, the concept of bona fide need or genuine requirement needs a practical approach instructed by the realities of life. An approach either too liberal or too conservative or pedantic must be guarded against."

54. Thus, the proposition that the tenant cannot dictate to the landlord how the premises ought to be utilised cannot be read in isolation from the statutory requirement of bona fide need. The learned Rent Controller has not substituted its own choice of accommodation for that of the Petitioner Society. It has examined whether the need pleaded by the Society was genuine in the first place and whether the evidence supported the assertion that the existing premises were insufficient.

III. Availability of reasonably suitable alternative accommodation

55. The requirement of *bona fide* need under Section 14(1)(e) of the DRC Act is intrinsically connected with the further requirement that the landlord should not have any other reasonably suitable accommodation available for satisfying the pleaded need. Both requirements have to be established by the landlord.

56. In ***Shiv Sarup Gupta*** (supra), the Hon'ble Supreme Court has explained that the availability of alternative accommodation has a dual relevance. It may bear upon the genuineness of the landlord's alleged requirement and may also independently defeat the claim where another reasonably suitable accommodation is available. The question of suitability is required to be examined in the context of the particular need pleaded by the landlord. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> **"14.** The availability of an alternative accommodation with the landlord i.e. an accommodation other than the one in occupation of the tenant wherefrom he is sought to be evicted has a dual

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

> relevancy. Firstly, the availability of another accommodation, suitable and convenient in all respects as the suit accommodation, may have an adverse bearing on the finding as to the bona fides of the landlord if he unreasonably refuses to occupy the available premises to satisfy his alleged need. Availability of such circumstance would enable the court drawing an inference that the need of the landlord was not a felt need or the state of mind of the landlord was not honest, sincere, and natural. Secondly, another principal ingredient of clause (*e*) of sub-section (1) of Section 14, which speaks of non-availability of any other reasonably suitable residential accommodation to the landlord, would not be satisfied. Wherever another residential accommodation is shown to exist as available then the court has to ask the landlord why he is not occupying such other available accommodation to satisfy his need. The landlord may convince the court that the alternative residential accommodation though available is still of no consequence as the same is not reasonably suitable to satisfy the felt need which the landlord has succeeded in demonstrating objectively to exist. Needless to say that an alternative accommodation, to entail denial of the claim of the landlord, must be reasonably suitable, obviously in comparison with the suit accommodation wherefrom the landlord is seeking eviction. Convenience and safety of the landlord and his family members would be relevant factors. While considering the totality of the circumstances, the court may keep in view the profession or vocation of the landlord and his family members, their style of living, their habits and the background wherefrom they come."

57. In the present matters, the evidence led by the Petitioner Society itself disclosed the availability of an existing hall, open areas, rooms on the first floor and other spaces within the temple premises. The Petitioner's witnesses also admitted the capacity of the existing accommodation to accommodate a substantial number of persons.

58. The Petitioner has not been able to demonstrate, either through the evidence led before the learned Rent Controller or by pointing out any material irregularity in the Impugned Orders, why the existing accommodation was not reasonably suitable for conducting the activities pleaded by it. No comparative or functional assessment was placed on record to establish that the existing hall and other available spaces were incapable of accommodating the devotees or that the

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

proposed expansion through the tenanted shops was indispensable for the purpose pleaded.

59. It is true that the suitability of alternative accommodation cannot be determined merely by mechanically calculating the number of persons who may be accommodated in the existing premises. The nature of the requirement and the purpose for which the accommodation is sought must also be considered. Nevertheless, the Petitioner Society was required to place some cogent material before the learned Rent Controller demonstrating why the existing accommodation was insufficient or unsuitable for the alleged requirement.

60. The learned Rent Controller has examined this aspect with reference to the admissions of the Petitioner's own witnesses and the site plans placed on record. The conclusion that the Petitioner Society had failed to establish the non-availability of reasonably suitable alternative accommodation is, therefore, supported by the evidence and cannot be said to be wholly unreasonable.

61. The submissions advanced on behalf of the Petitioner, when considered in their entirety, essentially seek a fresh appreciation of the documentary and oral evidence led before the learned Rent Controller. The Petitioner seeks to place greater weight upon the Reply to the legal notice, the rent receipts, the alleged historical functioning of the Petitioner Society and the principle that the landlord is the best judge of his requirement.

62. However, the Impugned Orders demonstrate that the learned Rent Controller has undertaken a detailed examination of the evidence led by both sides. The proceedings were not terminated at the stage of

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

consideration of an Application for leave to defend. Leave to defend had been granted, Written Statements were filed, documentary evidence was produced and the witnesses were subjected to cross-examination. The eviction proceedings, instituted in the year 2016, culminated in the Impugned Orders after several years and after consideration of the evidence available on record.

63. In such circumstances, the Petitioner was required to demonstrate a specific illegality, perversity or material irregularity in the approach adopted by the learned Rent Controller. A general assertion that the evidence ought to have been appreciated differently or that greater weight ought to have been attached to certain documents would not, by itself, furnish a ground for interference under the proviso to Section 25-B(8) of the DRC Act.

64. It is also significant that the Petitioner Society has not been able to demonstrate how the findings concerning the absence of cogent material establishing the alleged religious functions, the insufficiency of the existing accommodation, the lack of a definite expansion plan and the availability of existing spaces are contrary to the evidence led before the learned Rent Controller.

65. Even if the Petitioner's contention regarding the landlord-tenant relationship is accepted for the sake of argument, the same would establish, at best, one of the statutory requirements. It would not answer the independent question as to whether the Petitioner Society had established a genuine and b*ona fide* requirement for the particular shops or whether reasonably suitable alternative accommodation was unavailable.

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

66. The findings of the learned Rent Controller on these latter requirements are independently sufficient to sustain the dismissal of the Eviction Petitions. Consequently, even assuming that the observations of the learned Rent Controller concerning the Petitioner's title or the landlord-tenant relationship warrant a different appreciation, such an aspect would not, by itself, justify setting aside the ultimate orders of dismissal.

67. In this view of the matter, this Court does not consider it necessary to undertake a further examination of the disputes concerning the underlying title of the land, the internal functioning of the Petitioner Society or the alleged authorisation for institution of the eviction proceedings. The issue before this Court is whether the Impugned Orders warrant interference in the limited revisional jurisdiction under Section 25-B(8) of the DRC Act. The discussion and reasoning contained in the Impugned Orders, particularly with respect to the statutory requirements of Section 14(1)(e) of the DRC Act, sufficiently answers the said question.

68. The Impugned Orders, when examined in their entirety, disclose a detailed consideration of the pleadings, the documentary evidence, the admissions made during cross-examination and the rival stands taken by the parties. The Petitioner has failed to point out any material evidence which has been completely overlooked or any finding which is so unreasonable that no reasonable judicial authority could have arrived at the same.

69. In view of the foregoing discussion, this Court finds no perversity, illegality or material irregularity in the approach adopted by the learned Rent Controller warranting interference in the exercise

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03

of revisional jurisdiction. The Petitioner has essentially sought to invite this Court to undertake a fresh appreciation of the evidence, which is impermissible in the absence of any demonstrable error in the decision-making process.

CONCLUSION:

70. Accordingly, this Court is of the considered opinion that the Petitioner Society has failed to make out a case for interference with the Impugned Orders dated 02.07.2026 passed by the learned Senior Civil Judge-cum-Rent Controller, West District, Tis Hazari Courts, Delhi and the present batch of Revision Petitions, being devoid of merit, is hereby dismissed.

71. The present Revision Petitions, along with pending Application(s), if any, stand disposed of in the aforesaid terms.

72. A photocopy of the Judgment passed today be kept in the connected matters.

HARISH VAIDYANATHAN SHANKAR, J.

NOVEMBER 18, 2026/ma

Signature Not Verified
Digitally Signed By:HARVINDER KAUR BHATIA
Signing Date:19.11.2026 15:30:03