



2025:DHC:8999



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

% ***Date of decision: October 06, 2025***

+ **RC.REV. 500/2019**

JUGLAL RAM CHANDER

.....Petitioner

Through: Ms. Manjula Gandhi, Mr. Aman
Kumar Yadav and Ms. Barnita
Sinha Roy, Advs.

Versus

SURINDER PAL JAIN

.....Respondent

Through: Mr. S.S. Jain, Ms. Veena Rupana,
Mr. Sundeep Jain and Mr. Nikesh
Jain, Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T (O R A L)

1. The respondent/ landlord¹ filed an eviction petition no.79733/2016² under *Section 14(1)(e)* read with *Section 25B* of the Delhi Rent Control Act, 1958³ before the learned Additional Rent Controller Central District, Tis Hazari Courts, Delhi⁴ seeking eviction of the petitioner/ tenant⁵ from property bearing No.4332, XIII, Gali Bahuji Bahadurgarh Road, Delhi-110006.⁶

¹ Hereinafter referred to as '*landlord*'

² Hereinafter referred to as '*eviction petition*'

³ Hereinafter referred to as "*DRC Act*"

⁴ Hereinafter referred to as '*ARC*'

⁵ Hereinafter referred to as '*tenant*'

⁶ Hereinafter referred to as '*subject premises*'



2. Briefly stated, as per landlord, he had a *bona fide* requirement of the subject premises for himself and for his grandson to run a business of bangles from there as it was most suitable, reasonable and best suited for their needs; he had no other *alternative accommodation* in the form of residential or commercial property in his name except for the subject premises in question situated at ground floor, wherein the first and second floor of the property is already being used by him for accommodation of his employees and warehouse purposes.

3. Upon service, the tenant filed an application for leave to defend under *Section(s) 25(4) & (5)* of the DRC Act. Briefly stated, as per tenant, the landlord had no *bona-fide requirement* of the subject premises as he simply wanted to sell it; and since an earlier eviction petition bearing no. 232/09 filed by the same landlord against the same tenant, for the same subject premises, for the *bona fide* requirement of his son, had already been dismissed by the learned ARC *vide* order dated 03.07.2010, the eviction petition was barred by the principles of *constructive res-judicata*; and that the landlord had vacant *alternative accommodation* available with him as per the list of various properties provided.

4. *Vide* order dated 19.02.2019⁷, since there was no dispute about the existence of a *landlord tenant relationship* between the parties, and as the tenant was unable to raise any *triable issue qua bona fide requirement* by the landlord, and as the landlord had already disclosed about various *alternative accommodations* available with him along with the details of

⁷ Hereinafter referred to as '*impugned order*'



businesses being run therefrom, the application for leave to defend of the tenant was dismissed by the learned ARC.

5. As such, the present revision petition seeking setting aside of the impugned order dated 19.02.2019 passed by the learned ARC.

6. On 10.08.2023, this Court fixed the user and occupation charges as under:-

“The Petitioner/ tenant shall pay to the Respondent/landlord use and occupation charges in the following manner during the pendency of the Revision Petition:

(i) The arrears of rental payment upto the date of passing of the Eviction Order shall be paid by the Petitioner/tenant to the Respondent/landlord by 30.08.2023;

(ii) Use and occupation charges from 19.08.2019 to 31.07.2023 shall be paid by the Petitioner/tenant at the rate of Rs.20,000/- per month in three equal instalments i.e., on 30.09.2023, 30.11.2023 and 31.01.2024;

(iii) Use and occupation charges from August, 2023 at the rate of Rs.25,000/- per month onwards, shall be paid to the Respondent/landlord, on or before 7th day of each calendar month during the pendency of the Revision Petition.

(iv) Use and occupation charges for the period of August, 2023 shall be paid latest by 18.08.2023.”

7. Today, Ms. Manjula Gandhi, learned counsel for the tenant has restricted her arguments to the existence of a Sale Deed dated 07.03.2005 *vide* which the subject premises was already sold way back in 2005, prior to the filing of the eviction petition, and the fraud played by the landlord. She then submits that the landlord was unable to show the level of dependency, financial or otherwise, of his grandson for whom he pleaded a *bona fide* requirement of the subject premises. She further submits that there were various *alternative accommodations* available with the



landlord, and his grandson on one hand had sold a property, and his mother on the other hand had also sold another property barely a few months prior to filing of the eviction petition. She finally submits that since an earlier petition filed by the landlord against the same tenant, qua the same subject property had already been dismissed by the learned ARC *vide* order dated 03.07.2010, the eviction petition was not maintainable.

8. Mr. S.S. Jain, learned counsel for the landlord primarily submits that the landlord is aged around 96 years suffering from multiple ailments, and is having multiple difficulties in operating from his present premises, which is on the first floor of the very same building. This is all the more relevant since the subject premises is situated on the ground floor.

9. This Court has heard the learned counsel for the parties as also gone through the various documents on record and the judgments cited by them.

10. As per record, *admittedly*, since the Sale Deed never existed before the learned ARC, there is no assertion qua that therein. Before this Court, the tenant cannot be allowed to place reliance thereon by sneaking the same for the first time, and that too without any reason about it. Today also, Ms. Manjula Gandhi, learned counsel for the tenant was unable to respond as to how and when it came into the possession of the tenant. The said Sale Deed cannot be taken into consideration in a revision petition, more so, since it is sought to be filed without seeking any permission and/or giving any valid reasoning, and that too beyond the stipulated time period of *fifteen days*. The DRC Act has a specific fixed time frame and a time bound procedure. Further, by introducing/ relying upon the said Sale Deed, at this stage, the tenant cannot be allowed to set up a completely



contrary case from that what was before the learned ARC. If a party like the tenant is allowed to shift stands from one forum to another by raising fresh/ new and/ or contrary pleas, then there will be no end to litigation, especially those involving properties under eviction proceedings under the DRC Act. The DRC Act and the purpose thereof, will be rendered otiose.

11. Interestingly, though the tenant is alleging fraud as the same Sale Deed was not disclosed before the learned ARC, however, though the present revision petition has been filed way back on 20.05.2019, he has not initiated any steps/ actions against the landlord qua it. Thus, the said contention after a lapse of almost 5½ years is rejected.

12. Accordingly, this Court is in agreement with the findings of the learned ARC, reproduced as under:

“20.... ...In the considered opinion of this court this submission also does not raise any triable issue as clearly neither the petitioner nor Mr. Praful Jain for whose bona-fide need present petition has been filed were owners of the said property. Merely because Mr. Nirja Jain had executed a sale deed, the bona-fide need of the petitioner cannot be viewed with the suspicion.”

13. Therefore, as also held in **Smt. Shanti Sharma vs. Smt. Ved Prabha**⁸ and **Babu Ram Gupta vs. Chander Prakash**⁹, since the landlord was able to establish a better title than the tenant, in an eviction petition under Section 14(1)(e) of the DRC Act, it was sufficient for the learned ARC to hold that the *landlord tenant relationship* between the parties stood established.

⁸ 1987 SCC (4) 193

⁹ 2023 SCC Online Del 1467



14. With respect to the contention that the landlord being unable to show the level of dependency of his grandson for whom he pleaded a *bona fide* requirement of the subject premises, the same is outrightly rejected since there is no such requirement in the DRC Act, as also in view of ***Balwant Singh vs. Sudarshan Kumar***¹⁰ and ***Kanhaiya Lal Arya vs. Md. Ehsan & Ors.***¹¹, the landlord was only required to show/ establish that he had a genuine, valid, actual and honest *bona fide requirement* for the subject premises, and since there is no denial qua the requirement of the subject premises by the landlord for his grandson, and the same is deemed *admitted*. Therefore, the finding of the learned ARC in the impugned order qua the *bona fide requirement* for the subject premises by the landlord is accepted.

15. Regarding selling of properties by the relatives of the landlord, *admittedly*, since none of the said properties were belonging to the landlord, the same needs no consideration. In any event, mere buying, selling, leasing, licensing by the relatives of the landlord or dealing with other premises in any manner, when the tenant fails to establish any relevance and/ or connection of the same with the pending eviction proceedings, is meaningless for consideration by the learned ARC, with respect to an application for leave to defend.

16. Further, as held in in ***Abid-Ul-Islam vs. Inder Sain Dua***¹² and ***Sait Nagjee Purushotham & Co. Ltd. vs. Vimalabai Prabhulal***¹³, landlord

¹⁰ (2021) 15 SCC 75

¹¹ 2025 SCC Online SC 432

¹² (2022) 6 SCC 30

¹³ (2005) 8 SCC 252



having *alternative accommodations* and/ or engaged in other businesses himself and/ or alongwith his relatives could not have come in the way of the landlord seeking eviction from the subject premises, if he was able to establish a *bona fide* requirement thereof.

17. In any event, since it was the case of landlord since the beginning that he had no other suitable and reasonable *alternative accommodation* available with him in Delhi, which, though was denied, but without any substantiation thereof by the tenant, the same is deemed *admitted*. Also, as held in ***Sarla Ahuja vs. Union India Insurance Company Ltd.***¹⁴ and ***Kanhaiya Lal Arya (supra)***, it is not for the tenant to question the *bona fide* need and/ or requirement of the landlord once the landlord is able to establish an honest, genuine and fulfilling need for the said premises.

18. Regarding, the dismissal of an earlier eviction petition by the landlord against the same tenant qua the same premises, it is, *per se*, inconsequential as the same was dismissed on account of non-appearance.

19. Lastly, as held in ***Sarla Ahuja (supra)***, ***Abid-Ul-Islam (supra)*** and ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***¹⁵, in a revision petition under *Section 25B(8)* of the DRC Act, the challenge by the tenant for setting aside the impugned judgment is only possible under exceptional circumstances, like there is an error apparent on the face of the record, or there is something glaringly amiss, or there is anything contrary to the position of law. The present is not a case falling in any of the above.

20. Therefore, as a sequitur, this Court finds no infirmity or illegality in

¹⁴ (1998) 8 SCC 119

¹⁵ (2014) 9 SCC 78



the impugned order dated 19.02.2019 passed by the learned ARC and no interference is warranted therein by this Court.

21. In view of the aforesaid reasoning and analysis, the present petition is dismissed, leaving the parties to bear their respective costs. As such, the stay granted *vide* order dated 04.03.2024, stands vacated.

22. Accordingly, the tenant is directed to handover peaceful and vacant possession of the subject premises i.e. property bearing No.4332, XIII, Gali Bahuji Bahadurgarh Road, Delhi-110006 to the landlord with immediate effect, particularly, since the benefit of *six-months* period as per *Section 14(7)* of the DRC Act has already lapsed.

23. Needless to say, the tenant shall also pay the arrears of user and occupation charges, if any, as fixed by this Court *vide* order dated 10.08.2023, prior to the vacation and handing over of the peaceful and physical possession of the subject premises to the landlord.

SAURABH BANERJEE, J.

OCTOBER 06, 2025/Ab/UG