



2025:DHC:8875



* IN THE HIGH COURT OF DELHI AT NEW DELHI

Reserved on: September 18, 2025

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Pronounced on: October 08, 2025

+ RC.REV. 49/2018

H S BANKA

.....Petitioner

Through: Mr. Ajaya Bhardwaj, Mr. Harshit Bhardwaj and Mr. Shubham, Advs.

Versus

MOHAN LAL

.....Respondent

Through: Mr. Gaurav Bhardwaj and Ms. Garima Bhardwaj, Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioner/ landlord¹ filed an eviction petition on dated 26.09.2011 being eviction petition no. E-25/2011 (RC/ ARC no. 206/2016) under Section 14(1)(e) of the Delhi Rent Control Act², 1958 against the respondent/ tenant³ seeking eviction of Shop No. 2 property No. F-171/4, Laxmi Nagar, Delhi⁴ as per the Site Plan, before the learned Additional Rent Controller, Karkardooma Court, Delhi⁵, as there was a *bona fide requirement* for his own commencing business.

¹ Hereinafter referred to as '*landlord*'

² Hereinafter referred to as '*DRC Act*'

³ Hereinafter referred to as '*tenant*'

⁴ Hereinafter referred to as '*subject shop*'

⁵ Hereinafter referred to as '*ARC*'



2. It was his case in the amended eviction petition that being a senior citizen with no other source of income, he required the subject shop for doing business so that he may get sufficient income. As per the landlord, the tenant was originally inducted by Smt. Shakuntala Devi⁶, by way of an oral agreement from whom the landlord herein purchased the property wherein the subject shop is situated.

3. In the application for leave to defend, the tenant claimed that the landlord had no *bona-fide requirement* for the subject shop and that the petition was *per se* not maintainable as the landlord was only an attorney of the erstwhile owner Smt. Shakuntala Devi.

4. Even though the learned ARC in the order dated 11.04.2012 observed that since the tenant had not disputed the existence of *landlord tenant relationship*, he was therefore estopped under *Section 116* of the Indian Evidence Act, 1872 from challenging the title of his own landlord, however, since the tenant was able to raise *triable issues* regarding the landlord not disclosing the precise nature of his alleged *bona fide requirement*, and though the landlord had pleaded an intention to run a business, the landlord not specifying the kind of business he wanted to run, the said application for leave to defend of the tenant was allowed by the learned ARC *vide* the same order on 11.04.2012.

5. The said order was challenged by the landlord before this Court, only to be withdrawn later.

⁶ Hereinafter referred to as '*the erstwhile landlord*'



6. In his amended written statement also, the tenant did not dispute the *landlord tenant relationship* regarding the subject shop and submitted that he had been duly paying the rent to the landlord regularly but since 15.03.2007, it was not being accepted by the landlord. It was also his case therein that the landlord had suppressed material facts about ownership of several properties in the vicinity, including House/ Shop No. 172-A, Laxmi Nagar, and one shop and the first floor in the suit premises itself.

7. Thereafter, both parties had led their respective evidences and the learned ARC passed judgment dated 03.11.2017⁷ whereby the eviction petition of the landlord was dismissed.

8. Resultantly, the landlord seeks setting aside of the impugned judgment vide the present revision petition.

9. Mr. Ajaya Bhardwaj, learned counsel for landlord commenced his submissions relying upon the order dated 09.05.2025 passed by this Court in RC.REV. 43/2018 entitled ***H.S. Banka vs. Hari Krishna Sharma*** wherein under very similar circumstances the order allowing an application for leave to defend of another tenant of the landlord qua the very adjacent shop to the subject shop was set aside.

10. Mr. Ajaya Bhardwaj further submitted that the learned ARC has erred in arriving at a contrary finding as it is not necessary for the landlord to aver and/ or disclose the exact nature of business he intends to commence, and the landlord only has to establish a genuine, honest and concerning *bona fide requirement* as also that the subject shop is the suitable space for that

⁷ Hereinafter referred to as '*impugned judgment*'



purpose. For this, it is not relevant is the landlord has any other *alternative accommodation* available with him. In any event, the tenant has no say in any of the above.

11. For this, Mr. Ajaya Bhardwaj relying upon **Noor Mohammad vs. Kanta Aggarwal**⁸ submits that under similar circumstances this Court allowed the eviction petition of the landlord on the ground of *bona fide requirement* of the shop, despite his having other shops in the very same premises. Further he relies upon **Sarla Ahuja vs. Union India Insurance Company Ltd.**⁹ wherein the Hon'ble Supreme Court held that it is sufficient for a landlord to assert that he requires the subject shop for his *bona fide* use, leaving no choice to the tenant for interfering therewith. Lastly, he relies upon **Prativa Devi vs. T.V. Krishnan**¹⁰ wherein it was held that the landlord is the best judge of his residential requirement and it is no concern of the Court to dictate the landlord.

12. *Per contra*, Mr. Gaurav Bhardwaj, learned counsel for the tenant submitted that since the landlord failed to disclose the nature of the business he proposed to commence, he did not have a *bona fide requirement* of the subject shop. The same, he submits, is clear from his own his cross-examination before the learned ARC wherein he has deposed as under:

“I will decide about the nature of business to be run by me in the tenanted property in question, after it is vacated by the respondent.”

⁸ RC.REV. 400/2017

⁹ (1998) 8 SCC 119

¹⁰ (1996) 5 SCC 353



13. In any event, relying upon ***Gaya Prasad v. Pradeep Shrivastava***¹¹ Mr. Gaurav Bhardwaj submitted that a *bona fide requirement* of the subject shop by the landlord as it subsisted on the date of filing of the eviction petition by him, is to continue all throughout until the final disposal thereof as well. He further submitted that since same is not the case herein, the impugned order is not liable to be set aside. Relying upon ***Shiv Sarup Gupta vs. Dr. Mahesh Chand Gupta***¹² he submitted that there was no requirement *per se* by the landlord for the subject shop.

14. This Court has heard the learned counsel for the parties as also perused the documents on record and the case laws cited in support thereof as well.

15. With respect to the *bona fide requirement* of the subject shop, the landlord in *paragraph 18(a)* of his amended eviction petition before the learned ARC specifically averred that “(i) *For bona-fide requirement of the Petitioner for himself.*”, and further the landlord in his cross-examination as PW1 deposed that “*It is wrong to suggest that I do not require the shop for my bona-fide need.*” as only a mere suggestion was given to him and the landlord was also not cross-examined on this aspect any further. As such, the tenant was unable to disapprove the case of the landlord.

16. Under such circumstances, the learned ARC has dismissed the eviction petition of the landlord after a full-fledged trial, but in a summarily manner, and without advertng to the merits involved, much less, qua the aforesaid issue of *bona fide requirement*, on the sole basis as under:-

¹¹ AIR 2001 SC 803

¹² (1999) 6 SCC 222



“7. Despite being in knowledge that **the leave to defend the petition was granted for non disclosure and vagueness of the business, the petitioner failed to clarify the same in his testimony.** When cross-examined, the petitioner deposed in this respect as follows:

“.... I will decide about the nature of business to be run by me in the tenanted property in question, after it is vacated by the respondent....”

8. Thus, the vagueness regarding the use was never done away with and therefore the petitioner **fails to establish to the objective satisfaction of the court the need for which the premises is required by him.**”

[Emphasis supplied]

17. It is worthy of noting that the DRC Act is silent about any requirement of the landlord giving the details/ divulging anything qua the nature/ purpose/ disclosure of the proposed new business by the landlord. Thus, the very (sole) basis of the learned ARC dismissing the eviction petition *vide* the impugned judgment is against the very tenets of the DRC Act, and fundamentally wrong and has no foundation to stand on. It is not necessary for a landlord, like the one herein, to plead and/ or prove the precise nature of business he intends to commence from the subject shop. Reliance in this regard is placed upon **Balwant Singh Chaudhary & Anr. vs. Hindustan Petroleum Corporation Ltd.**¹³ wherein this Court held as under:-

“18.it is not necessary for the landlord to plead and prove the specific business which he wants to set up in non-residential premises in respect of which eviction is sought.

¹³ (2004) 1 RCR (Rent) 487



19. *It is also not necessary for the landlord to set up a business before seeking ejectment on the ground of bona fide personal use and occupation. The essential idea basic to the cases of eviction on the ground of bona fide personal use and occupation is that the need of the landlord should be genuine and honest, conceived in good faith and the Court may also consider it reasonable to gratify that need. The requirement in law must take all relevant circumstances into consideration so that the protection afforded by law to the tenant is not rendered merely illusory or whittled down.”*

18. In the opinion of this Court, the nature/ purpose/ disclosure of the new business, especially under circumstances where the tenant was already in possession of the subject shop since long and depending upon the facts and circumstances of the fast-changing economy involved, may/ can be fluid. The landlord is not required to spell out the exact nature/ purpose/ disclosure of the said new business and be bound by it, taking the risk of inviting an application under *Section 19* of the DRC Act then. This could have never been the intention of the legislature while enacting the DRC Act.

19. As such, the non-consideration and silence of the admission of existence of a *landlord tenant relationship* between the parties by the tenant in his own application for leave to defend, and which also finds mention in the earlier order dated 11.04.2012 passed by the learned ARC wherein leave to defend was granted to the tenant, play a significant role. Notably, since the same stood proven.

20. Similarly, *qua* having other *alternative accommodation(s)* available with the landlord, it was specifically asserted by him in *paragraph 18(a)* of his amended eviction petition that “(ii) *That the Petitioner has no other*



*reasonable, suitable commercial accommodation to run his business in Delhi.”. The landlord has maintained this all throughout and the tenant has been unable to show anything contrary thereto. Therefore, as the tenant has all throughout made only bald averments, it is the undenied/ uncontroverted aforesaid assertion of the landlord which prevails. Also, even though the landlord in his affidavit in evidence disclosed that he was also the owner of another shop for which eviction petition no. E-26/2011 was pending, as also of a residential property wherein he resided with his family, the tenant was unable to make a case contrary thereto. In fact, the tenant (RW1) in his cross-examination before the learned ARC also deposed that “*I have placed nothing on record to show that the petitioner owns any property outside Delhi.*”.*

21. Resultantly, the learned ARC was to proceed with the assumption that the landlord indeed had a *bona fide requirement* of the subject shop. Reliance is placed upon **Sarla Ahuja (supra)** wherein the Hon’ble Supreme Court has held as under:-

“14. The crux of the ground envisaged in clause (e) of Section 14(1) of the Act is that the requirement of the landlord for occupation of the tenanted premises must be bona fide. When a landlord asserts that he requires his building for his own occupation the Rent Controller shall not proceed on the presumption that the requirement is not bona fide. When other conditions of the clause are satisfied and when the landlord shows a prima facie case it is open to the Rent Controller to draw a presumption that the requirement of the landlord is bona fide. It is often said by courts that it is not for the tenant to dictate terms to the landlord as to how else he can adjust



himself without getting possession of the tenanted premises. While deciding the question of bona fides of the requirement of the landlord it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted himself.”

22. The same is the view of the Hon’ble Supreme Court in ***Prativa Devi (supra)***, ***Ragavendra Kumar vs. Firm Prem Machinery***¹⁴, ***Kanhaiya Lal Arya vs. Md. Ehsan & Ors.***¹⁵ and ***Raj Kumar Khaitan & Ors. vs. Bibi Zibaida Khatun & Anr.***¹⁶.

23. Interestingly, this Court ***H.S. Banka (supra)***, under very similar circumstances while dealing with the very adjacent shop to the subject shop held as under: -

“10. What the record therefore shows is that in answer to questions put at the respondent’s instance, the petitioner sufficiently explained his requirement for the subject premises, with details of what premises were available with him, and for what reason they were neither suitable nor available to him for the purpose for which the eviction petition had been filed. In the opinion of this court, the learned ARC has erred in concluding that the petitioner had failed in establishing his bona-fide requirement and by observing that the “vagueness regarding the use was never done away with” in the course of the proceedings.”

24. In view of the aforesaid, since all the requisites for satisfaction by a landlord in an eviction petition under Section 14(1)(e) of the DRC Act have been met by the landlord herein, there is an error apparent on the face of record. The learned ARC has erred in following a procedure against the very

¹⁴ (2000) 1 SCC 679

¹⁵ 2025 SCC OnLine SC 432

¹⁶ (1997) 11 SCC 411



tenets of the DRC Act. As such, this is a fit case for interfere by this Court under the revisionary jurisdiction and the impugned judgment is liable to be set aside. This Court finds able support in **Sarla Ahuja (supra)** wherein the Hon'ble Supreme Court also held as under:-

“6. In other words, the High Court shall scrutinize the records to ascertain whether any illegality has been committed by the Rent Controller in passing the order under Section 25-B. It is not permissible for the High Court in that exercise to come to a different fact finding unless the finding arrived at by the Rent Controller on the facts is so unreasonable that no Rent Controller should have reached such a finding on the materials available.”

25. Similar views have been expressed in **Abid-Ul-Islam vs. Inder Sain Dua**¹⁷ by the Hon'ble Supreme Court and in **Kuldeep Singh vs. Sanjay Aggarwal**¹⁸ by this Court as well.

26. Therefore, the present revision petition is allowed and the impugned order dated 03.11.2017 is set aside. Accordingly, the tenant is directed to vacate Shop No. 2 property No. F-171/4, Laxmi Nagar, Delhi, as per the Site Plan. However, the tenant shall be entitled for the benefit of *six months* period from today extendable to him under *Section 14(7)* of the DRC Act. No order as to costs.

SAURABH BANERJEE, J

OCTOBER 08, 2025/Ab

¹⁷ (2022) 6 SCC 30

¹⁸ MANU/DE/1513/2018