

IN THE COURT OF SH. GAURAV GOYAL, ARC-01,
TIS HAZARI COURTS, CENTRAL DISTRICT, DELHI

RC ARC No. 177/2020

Saira Bano

D/o Late Sh. Zainul Abiddin
R/o House no. 2744, Gali Ghisse Eit,
Pahari Bhojla, Chitli Qabar,
Delhi – 110006.....**Petitioner**

Versus

Fasi Ahmed

S/o Late Sh. Aziz Ahmed,
R/o House no. 2176, Katra Mehar Parwar,
Kucha Chelan,
Darya Ganj,
Delhi – 110002..... **Respondent**

Date of Institution of the case	29.02.2020
Under Section	14(1)(e) r/w Section 25B, Delhi Rent Control Act.
Date of reserving of Order	08.07.2026
Date of Order	29.08.2026
Decision	Leave to defend application is dismissed and eviction order is passed

Argued by:

- a) **Sh. M.S. Khan, Ld. Counsel for petitioner.**
- b) **Sh. Mohd Ahmad, Ld. Counsel for respondent.**

ORDER

- 1) This order shall dispose off application for leave to defend filed by the respondent/tenant in an eviction petition under Section 14(1)(e) of the Delhi Rent Control Act (*hereinafter called as the DRC Act*). The present eviction petition has been filed for seeking eviction of respondent from

*one room, one open courtyard, one toilet/bathroom, kitchen on the ground floor, one room toilet/bathroom, kitchen situated on the first floor in property and Barsati at the second floor of property bearing no. 2176, Katra Mehar Parwar, Kucha Chelan, Darya Ganj, Delhi-110002 (hereinafter referred to as **tenanted premises**) and more specifically shown in **red colour** in the site plan.*

PETITION

- 2) **Briefly stated**, it is alleged by the petitioner that the petitioner is the owner of the suit property by virtue of registered sale deed having registration no. 11419. It is submitted that the property being an old property. That the petitioner had constructed consolidated property from property bearing no. 2175A to 2178 on 30.11.2011 along with Smt. Nusrat Begum through registered sale deed. That when the petitioner purchased the property, the father of the respondents who was already a tenant of the erstwhile owner of the suit property became tenant of the petitioner on the same terms and conditions. That after purchasing the suit property, the petitioner had also sent attornment notice to the father of the respondent. That the petitioner is an educated lady and is teaching at a private school Faizul Quran. That the tenanted property was let out to the respondent for residential purposes. That the petitioner bonafidely requires the tenanted premises under the possession of the respondents for opening of play school as she does not want to depend upon the family of the petitioner. That the petitioner has no other suitable accommodation for her bonafide need. That the play school would be having at-least 300 students and they would at-least 7/8 rooms, staff room, principal room, toy room, first aid room, 2 bathrooms and at-least 8-10 toilets along with one room for reception, thus, the petitioner requires the tenanted premises for her bonafide need as it is suitable for the petitioner. It is averred that the petitioner does not have any other suitable accommodation for the said bonafide need. *Hence,*

*it is prayed that an eviction order may be passed in favour of the petitioner. **Along with the eviction petition**, petitioner has copy of registered sale deed, copy of Aadhar card, copy of her qualification and copy of visiting card of the school and site plan.*

LEAVE TO DEFEND

- 3) Upon issuance of summons under the Third Schedule of the DRC Act, the respondent appeared and filed the leave to defend application within the prescribed time period. In the leave to defend application the respondent has contested the claims of the petitioner on the following grounds: -
- (a) That there is no relationship of landlord and tenant between the parties as petitioner is not the owner of the property in question.
 - (b) That there is no need or bonafide requirement on part of the petitioner as the petitioner has concealed material facts.
 - (c) The respondent is dependent upon the tenanted premises.
 - (d) The petitioner has not disclosed the details of alternative suitable accommodations to fulfill her need.
 - (e) That incorrect and incomplete site plan has been filed by the petitioner without showing the description of complete accommodation of the subject premises.
 - (f) That the petition is bad for non-joinder of other necessary parties; as other co-owners & joint tenants have not been made a party to the petition.
- 4) ***Along with leave to defend application**, respondent filed copy of complaint dated 04.01.2021, copy of sale deed, photographs of property bearing no. 2104-2015, photographs of tenanted premises, copy of electricity bill, site plan and rent receipts along with other documents.*

REPLY TO LEAVE TO DEFEND APPLICATION

- 5) *In reply to the leave to defend application supported with the accompanying affidavit*, petitioner has denied the averments of the respondent and reiterated the bonafide requirement of the tenanted premises. *Hence, it is prayed that the leave to defend application is liable to be dismissed.*

REJOINDER

- 6) No rejoinder was filed on behalf of the respondents despite grant of opportunity.

ARGUMENTS

- 7) During the pendency of the proceedings, thereafter, respondents moved two applications u/s 151 CPC for bringing on record subsequent events. *The said applications were allowed vide order dated 05.07.2024.*

FINDINGS

- 8) Arguments were then advanced by respective counsels of both the parties on leave to defend application. At the outset, it is stated that there is no doubt regarding the case laws relied upon on behalf of both the parties where the Superior Courts have laid down the principles with respect to provisions of the DRC Act, 1958 in different factual scenarios. However, each case has its own distinguishing facts and circumstances and each matter has to be decided in its own factual background. It is trite to state that in a petition u/s 14(1)(e) of DRC Act in order to get an eviction order the petitioner/landlord is required to establish the following: -

- (i) That he/she is the owner/landlord of the property;*
- (ii) That he/she requires the premises bonafide and*
- iii) That he/she does not have any other alternative suitable accommodation for this purpose.*

LANDLORD-TENANT RELATIONSHIP

- 9) As far as the landlord-tenant relationship is concerned, the respondent has disputed the same. It is contended that the respondent has never paid rent to the petitioner. It is further stated that the documents relied by the petitioner regarding ownership of property are not valid. The respondent has further contended that the petitioner is fictitious owner/benamidar and Sualeheen and Mohd Fazil are the real owners of the property. However, the respondent has himself stated to be the tenant in the demised premises. Therefore, the respondent being a tenant cannot challenge the title of the original landlord or his successor in interest. It is settled law that the petitioner is not required to prove absolute ownership. In this regard it is necessary to mention the law laid down in the judgment titled as **Rajender Kumar Sharma vs. Smt. Leela Wati** reported as **155 (2008) DLT 383**, the Hon'ble High Court of Delhi held that: -

".....It is settled law that for the purpose of section 14 (1) (e) of Delhi Rent Control Act, a landlord is not supposed to prove absolute ownership as required under Transfer of Property Act. He is required to show only that he is more than a tenant. In this case, the landlady had placed on record the documents by which she became owner. The attornment given by the erstwhile landlord in her favour as well as an admission made by the tenant by filing petition under section 27 of Delhi Rent Control Act acknowledgement the landlordship of landlady. Thus, the conclusion arrived at by the ARC regarding ownership and relationship of landlord and tenant were based on sound legal position and the cogent material before it....."

- 10) Hence, the objection with respect to title deeds of petitioner also does not amount to any triable issue as imperfectness of title does not bar a petition u/s 14 (1) (e) of the DRC Act. In this regard, it is important to bear in mind the principle laid down in the case of **Sh. Bharat Bhushan Vs. Arti Teckchandani 2008 (153) DLT 247** which is as follows: -

"The concept of ownership in a landlord-tenant litigation governed by the Delhi Rent Control Act, has to be distinguished

from the one in a title suit. If the premises was let out by a person and after his death, the premises has come in the hands of beneficiary under a Will, the tenant has no right to challenge the title of such a beneficiary. If on the death of the original owner the tenant has any doubt as to who was the owner of the premises, he is supposed to file an interpleader suit impleading all the legal heirs of the deceased and ask the Court to decide as to who shall be the landlord/owner after the death of the original owner.”

- 11) Besides in the present case, the petitioner has not to prove absolute ownership. She only has to show that she has a better title than that of the tenant. **The principle is very clear that once a tenant always a tenant. The tenant cannot dispute the title of his landlord or his successor-in-interest.** Hence, the contention that title documents of the petitioner are not valid or that they have been forged and fabricated, does not amount to any triable issue. The Hon'ble Supreme Court in the case of **Bansraj Laltaprasad Mishra v. Stanley Parker Jones (2006) 3 SCC 91** had held that:

".....13. The underlying policy of section 116 is that where a person has been brought into possession as a tenant by the landlord and if that tenant is permitted to question the title of the landlord at the time of the settlement, then that will give rise to extreme confusion in the matter of relationship of the landlord and tenant and so the equitable principle of estoppel has been incorporated by the legislature in the said section.

- 12) Thus, the petitioner has to show that she has a better title than that of the tenant. **The principle is very clear that once a tenant always a tenant. The tenant cannot dispute the title of his landlord or his successor-in-interest.** In this regard, reliance is placed upon the case of **Ramesh Chand vs. Uganti Devi reported as 157 (2009) DLT 450** wherein the Hon'ble High Court of Delhi held: -

"..... The imperfectness of the title of the premises cannot stand in the way of an eviction petition under section 14 (1)

(e) of the DRC 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 estoppels against such a 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, to whom he is paying rent acts dishonestly.....".

- 13) **Thus, a tenant is estopped from challenging the ownership or denying the title of the landlord without vacating the premises.** However, it is contended that the petition is bad for non-joinder of necessary parties. It is stated on behalf of the respondent that there are more legal heirs of Late Sh. Aziz Ahmed, however, they have not been made a party to the present petition. It is contended that the tenancy was created in favour of Aziz Ahmed and on his demise, the tenancy was inherited by all their legal heirs whereas the present petition has been filed only against one of the legal heirs of Aziz Ahmed and therefore, the petition is bad for non-joinder of necessary parties. However, it is now well settled that on the death of the original tenant, subject to any provision to the contrary either negating or limiting the succession, the tenancy rights devolve on the heirs of the deceased tenant. The incidence of the tenancy are the same as those enjoyed by the original tenant. It is a single tenancy which devolves on the heirs. There is no division of the premises or of the rent payable thereof. That is the position as between the landlord and the heirs of the deceased tenant. **In other words, the heirs succeed to the tenancy as joint tenants.** Reliance in this regard is placed upon **H.C. Pandey vs. G.C. Paul (1989) 3 SCC 77 and Suresh Kumar Kohli vs Rakesh Jain & Anr, AIR 2018 SC 2708.** Thus, a single joint tenant can represent the interest of all the joint tenants and there is no statutory requirement on the

petitioner to implead all the legal heirs of the original erstwhile tenant. *Hence, the said contention is also devoid of merits.*

- 14) **No interpleader suit is stated to have been filed by the respondents.** Also, the tenant has no locus to challenge the transfer of ownership in favour of the landlord. The respondent has contended that there has been no attornment in favour of the petitioner. It is also pertinent to note that the law does not require any attornment as a pre-requisite on the part of the tenant for affirming the title of the landlord. It is well settled that if the transfer of the landlord's title is valid, even if the tenancy is not attorned in favour of the transferee, the lease continues. Thus, a transferee of the landlord's rights, steps into the shoes of the landlord with all the rights and liabilities of the transferor landlord in respect of the subsisting tenancy. *Thus, attornment in favour of the new landlord is unnecessary to confer validity to the transfer of the landlord's rights and there is no such statutory requirement.* Reference may be made to the case of **Hajee K. Assainar vs. Chacku Joseph AIR 1984 Ker 113.** *Hence, the said contention is devoid of merits.*

- 15) *Further, it is contended that the petition is bad for non-joinder of necessary parties. It is stated on behalf of the respondent that there are other co-owners of the suit property and they have been not been made a party to the petition. It is further submitted that the petition is not maintainable as petitioner is co-owner of the suit property. Per contra, petitioner has denied the requirement to implead other co-owners of the property. But even if the said contention is ignored, it is no longer res integra that an eviction petition can be filed by a single co-owner as well without impleading the other co-owners.* In this regard, it is pertinent to refer to the judgment of the Hon'ble Supreme Court of India in **M/s India Umbrella**

Manufacturing Company Vs. Bhaja Bandei Aggarwalla, 2004 (3) SCC 178 whereby it was held that even a co-owner can file an eviction petition against the tenant and all the co-owners are not required to be joined as a party. Similarly, it was held by Hon'ble Supreme Court in case titled as ***Dhannalal Vs. Kalawati Bai & Ors. (2002) 6 SCC 16*** that even one of the co-owner can file a petition under Section 14 (1) (e) of DRC Act on the ground of bonafide necessity, against the tenants without impleading the other co-owners. *Hence, the said contention is devoid of merits.*

- 16) Accordingly, it can be stated that the petitioner is the co-owner /landlord of the tenanted premises and the respondent is the tenant in the said premises. ***Thus, the first ingredient of landlord-tenant relationship between the parties in the present case, stands established.***

BONAFIDE REQUIREMENT

- 17) Moving forward, in order to succeed in her petition, petitioner is required to establish her *bonafide* need. Petitioner has averred that she requires the tenanted premises for her bonafide need. It is stated that the petitioner is an educated lady and is working in a private school. She intends to open her own play school from the tenanted premises. However, it is contended on behalf of the respondent that the sole purpose of the present petition is to evict the respondent. But the Hon'ble Supreme court in ***Baldev Singh Bajwa vs Monish Saini (2005) 12 SCC 778*** has held that *whenever a landlord seeks eviction of the tenant for bonafide need, the controller shall presume the need as genuine and bonafide. Additionally, the burden to refute the said presumption squarely lies on the tenant and mere assertion on the part of tenant is insufficient.* Hence, mere assertion of the respondent in this regard does not amount to any triable issue. Further, in this regard, the provision of Section 19 (2) of DRC Act is to be emphasized which protects a tenant in case the landlord recovers possession of any

premises and the premises are not occupied by the landlord or by the person for whose benefit the premises are held within two months of obtaining such possession or having obtained the possession, the same are re-let to any other person within three years from the date of obtaining the possession. *Thus, the said contention is also devoid of merits.*

- 18) *Firstly*, it is contended on behalf of the respondent that the need of the petitioners is not bonafide as she already has other sources of income as she is earning though rental income from other properties. However, it is pertinent to note that a person cannot be expected to sit idle and reach a state of starvation before his need is considered bonafide. Reliance in this regard is placed upon the decision of Hon'ble Supreme Court in the case of **Raghunath G. Panhale Vs. M/s Chaganlal Sunderji & Co. AIR 1999 SC 3864** wherein it was observed that: -

“A landlord need not lose his existing job nor resign it nor reach a level of starvation to contemplate that he must get possession of his premises for establishing a business.”

- 19) Further, I also find it relevant to refer to the case of **Smt. Phool Kumari & Ors. Vs. Sh. Shyambir Tyagi RCR No. 318/2013 dated 01.10.2014**, wherein the landlord sought possession of the tenanted premises on the ground that he was unemployed and needed the premises to open a shop. The tenant denied that the landlord was unemployed. *The Hon'ble High Court of Delhi upheld the order of the Ld. Trial Court and observed that no triable issues were raised which warrant that the application for leave to defend be allowed.* Hence, the said contention is of no assistance to the respondents. It is a matter of common knowledge that litigation can continue for many years and therefore, the petitioner cannot expect to remain idle during the said period. From the record, it is clear that though the present petition was instituted in the February 2020, it is only in

August 2026 that the leave to defend has reached the stage of order. Therefore, for these years, it would be unjust to expect the petitioner to remain idle and reach a state of starvation. Moreover, even if, eviction order is passed, petitioner cannot obtain the possession of the premises till six months in view of Section 14(7) of the DRC Act. *Hence, no triable issue arises in this regard.*

20) *Secondly*, it is contended that the site plan filed by the petitioner does not reflect the actual position of the premises. However, barring some differences, identity and extent of the tenanted premises as shown by the petitioner and the respondent in the counter site plan are the same. Moreover, it is trite to state that there is no requirement of the landlord to set out exactly what area is required in terms of giving measurement. Reliance in this regard is placed upon the order of Hon'ble High Court of Delhi in **RC Rev. No. 224/2023 Sharad Jain Vs. Jayanti Jain Prasad dated 28.01.2025.**

21) *Further*, it is contended that the petitioner has failed to show the exact area that is required by her for her bonafide need. Per contra, petitioner has denied that she is obliged to show the exact area required by her under the provisions of DRC Act. Moreover, it is trite to state that there is no requirement of the landlord to set out exactly what area is required in terms of giving measurement. Reliance in this regard is placed upon the order of Hon'ble High Court of Delhi in **RC Rev. No. 224/2023 Sharad Jain Vs. Jayanti Jain Prasad dated 28.01.2025.**

22) *Thirdly*, it is contended that it is contended that respondent is dependent upon the premises for his residential requirement. It is pertinent to note here the judgment of the Hon'ble Apex Court in **Abid-ul-Islam Vs. Inder Sain Dua, (2022) 6 SCC 30** where it was stated by the Hon'ble court that

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 reasonableness along with suitability is to be seen from the perspective of the landlord and not the tenant.* Furthermore, it is a well settled principle of law that a Rent Controller has to see the bonafide requirement of the petitioner and not the comparative hardship of the respondent. Reliance in this regard is placed upon the Apex Court’s decision in **Bega Begum and Ors. v. Abdul Ahad Khan and Ors (1979) AIR 272** that the inconvenience loss and trouble resulting from denial of decree of eviction in favour of the landlord far outweigh the prejudice or the inconvenience which will be caused to the tenant. *Hence, the said contention is devoid of merits.*

- 23) *Fourthly*, it is contended that the tenanted premises are residential in nature whereby the petitioner has sought the premises for commercial requirement. *However, the Hon’ble Supreme Court and the Delhi High Court have repeatedly held that the Courts are not to sit in the armchair of the landlord and dictate as to how the available property of the landlord is to be best utilized by him.* The landlord is the absolute owner of his property and is the best person to decide which property is to be utilized in what way. Furthermore, I also find it relevant to refer to the judgment of the Hon’ble Delhi High Court in **Amit Khandelwal and Anr. vs. Hem Chand Aluria, RC. Rev. 380/2018** in which the Hon’ble Delhi High Court has held that: -

“merely because the property was let out to the petitioners for commercial purposes does not preclude the respondent/landlord from using the same for residential purposes if the same is permissible in accordance with building bye-laws. The premises can be

put to use for residential purposes after making necessary additions and alterations, the fact that the respondent landlord is residing on the first floor of the said premises clearly shows that the property can be put to residential use.”

- 24) *Fifthly*, it is contended that the petitioner has concealed the fact that shop bearing no. 2175A, Katra Mehar Parwar, Darya Ganj was re-let by the petitioner in 2012, first & second floor of property bearing no. 2177 were re-let in the year 2012, the backside portion of first & second floor of property bearing no. 2177 was re-let by the petitioner in 2019 and the petitioner had also re-let the ground floor of property bearing no. 2178. Hence, it is contended that the need of the petitioner is not bonafide. Perusal of record however shows that the present eviction petition has been filed in the year 2020 whereas the abovesaid properties/portions were let out prior to the filing of the present eviction petition. It is trite to state that time is not static and with lapse of time, new needs may emerge which were not existing earlier. Furthermore, in the case of ***Shyam Sunder Ahuja Vs. Sushil Kumar, 2017 SCC Online Del 10624***, the Hon’ble High Court of Delhi has held that the plea that the landlord has sold some property or let out some property is not a ground to deny the order of the eviction to the landlord. The relevant extract is reproduced here under: -

“16. Not only so, the petitioner/tenant also did not state that there was no change in the requirement of the respondent/landlord since then. Merely taking a plea that the respondent/landlord has in the past sold some property or let out some property has in Narender Kumar Shah Proprietor Jay Bharat Steels Vs. Malti Narang 2014 SCC Online Del 3839 and Anil Kumar Bagania Vs. Shiv Rani 2014 SCC Online Del 6645 been held to be not a ground for denying order of eviction to landlord on the ground of self-requirement of premises.”

- 25) Further, reference is made to the decision of the ***Hon'ble High Court of Delhi in the case of Mohinder Singh Vs. Satish Chander Sikka RC Rev. 35/2023 dated 08.10.2025*** in which the following was held: -

“14. Further, the sale of certain premises by the landlord before filing of the eviction petition under Section 14(1)(e) of the DRC Act are irrelevant and immaterial as they cannot be a determining factor for his need of the subject premises at present. Once again, sale/purchase/lease of other properties by the landlord are not an impediment for a landlord to file eviction proceedings under Section 14(1)(e) of the DRC Act. In any event, the tenant had merely made bald and vague assertions with no substantiation, which in view of the settled position of law in Sarla Ahuja v. United India Insurance Co. Ltd. and Deena Nath v. Pooran Lal were insignificant and inconsequential.”

- 26) In the applications under 151 CPC for taking on record subsequent events, it is contended on behalf of the respondent that property/shop no. 2175-A was got vacated in 2022 and is lying vacant, property no. 2177 was again re-let in the year 2022 and property no. 2178 has also been re-let by the petitioner in 2022. The respondent has further contended that portion of property bearing no. 2177, Katra Mehar Parwar, Darya Ganj was got vacated by the petitioner and the same is lying vacant. The said contentions are denied by the petitioner. Bald averments have been made on the part of the respondent without placing any material on record. Evidently, as per record the respondent has not filed any document to substantiate his plea. The photographs of said properties showing rooms/properties cannot prove that the rooms/properties are owned by the petitioner. Here, I also find it pertinent to refer to the decision of the Hon'ble High Court passed in the case of **Mohd. Naseer Vs. Mohd. Zaheer and Anr. RC Rev. No. 267/2016 dated 03.11.2016** is to be noted in which the following was held: -

“19. ...Mere raising of baseless contentions against the landlord cannot be a ground for being granted leave to defend to the petitioners. It cannot be said that the petitioners have given facts or particulars which require to be established by way of evidence. The petitioners have merely made allegations for the sake of making allegation. There is no merit in the said plea of the petitioner.

20. The trial court has rightly concluded that the petitioners have failed to place on record any material to raise a suspicion that the respondents are having a vacant space on the ground floor of the suit property which can be used by them to open his workshop for industrial tools.”

27) Therefore, even if the landlord has other premises available to him, if the landlord intends to use the premises in occupation of the tenant for bonafide need, the Court cannot intervene in the same. Even in the case of **K.K. Sarin Vs. M/s Pigott Chapman & Co. 46 (1992) DLT 352**, the Hon'ble Delhi High Court held that the tenant has to produce material on which he is relying upon. Thus, it is not for the tenant who can dictate the terms to the landlord and advise him what he should do and what he should not. It is always the privilege of the landlord to choose the nature and place of his residence/business.

28) Hence, *I find the petitioner has been able to establish her bonafide requirement for the tenanted premises.*

ALTERNATE ACCOMMODATION

29) With regard to the plea of alternative accommodation, it is contended by the respondent that the petitioner has concealed the various alternative accommodations which are available with the petitioner. However, *it is a well settled proposition of law that it is not sufficient that any kind of the property should be available to the petitioner/landlord to rule out the benefit of 14(1)(e) of D.R.C. Act.* The property available with the

petitioner/landlord should also be reasonably suitable property. In ***M M Quasim vs/ Manohar Lal Sharma, (1981) 3 SCC 36***, the Apex Court has that the landlord does not have an unfettered right to choose the premises *but merely showing that the landlord has some other vacant premises in his possession may not be sufficient to negative the landlord's claim if the vacant premises were not suitable for the purpose for which he required the premises.*

- 30) In the present matter, however, no particulars of any purported alternative accommodation have been pleaded by the respondents. It is trite to state that the burden is upon the tenant to show that other alternative suitable accommodation is available with landlord and how the said premises were suitable for the pleaded requirement. Reference is made to the judgment of the Hon'ble High Court of Delhi in the case of ***Lalta Prasad Gupta Vs. Sita Ram, 2017 SCC Online Del 13026***, wherein it was held as under: -

“18. Thus, if the tenant seeks leave to defend controverting the requirement pleaded by landlord on the ground of the landlord, though at the time of requirement having alternate premises, having not used the same and instead having commercially exploited the same, the tenant must plead (a) the particulars of such premises; (b) the right/title of the landlord to the same; (c) that the said premises were vacant and available for use at the time of pleaded requirement of landlord; (d) how the said premises were suitable for the pleaded requirement; and (e) how the landlord has deprived himself thereof i.e. by sale or letting and support the said pleas with material on the basis whereof such pleas will be proved.”

- 31) Furthermore, it is also pertinent to note that the Hon'ble Supreme Court in ***Abid-ul-Islam Vs. Inder Sain Dua, (2022) 6 SCC 30*** has held for availing leave to defend a mere assertion by the tenant is insufficient. **Section 14 (1) (e) of the Act creates a presumption in favour of the**

landlord regarding *bona fide need*, which is rebuttable only with substantive material capable of raising a *triable issue*. It was further held that the burden of proof is on the tenant to demonstrate, with cogent evidence, that the landlord's requirement is not genuine. The Court also reiterated the settled principle of law that leave to defend should not be granted on mere asking but when the pleas and contentions raise triable issues.

- 32) Further, in the case titled as **Ragavendra Kumar Vs. Firm Prem Machinery 2000 SC 534**, it was observed as under: -

"It is settled position of law that the landlord is best judge of his requirement for residential or business purpose and he has got complete freedom in the matter; (See: Prativa Devi (Smt.) v. T.K Krishnan, [1996] 5 SCC 353. In the case in hand the plaintiff- landlord wanted eviction of the tenant from the suit premises for starting his business as it was suitable and it cannot be faulted."

- 33) Furthermore, while deciding the question of bonafide requirement of the landlord, it is quite unnecessary to make an endeavor as to how else the landlord could have adjusted. In the case of **Ravichandran and Ors. Vs Natrajan Nadar and Ors. (2004) 1 MLJ 458**, it was held: -

"Even assuming that other premises are available, then the choice is left to the landlord to decide as to which non-residential premises he should occupy, and the tenant cannot have any say in the matter. If the landlord is able to show the bonafide, then the tenant cannot dictate terms to the landlord that he should occupy some other building and not the one mentioned in the petition."

- 34) Even otherwise, it is the prerogative of the landlord to determine which premises best suits his requirements. It is trite to state that an alternative accommodation, to entail denial of claim of landlord, must be reasonably

suitable, obviously in comparison with tenanted premises, wherefrom the landlord is seeking eviction. The Hon'ble Supreme Court and the Delhi High Court have repeatedly held that the Courts are not to sit in the armchair of the landlord and dictate as to how the available property of the landlord is to be best utilized by him. The landlord is the absolute owner of his property and is the best person to decide which property is to be utilized in what way. The respondent cannot dictate as to how the landlord is to utilize his property. The landlord possesses the prerogative to determine their specific requirements, exercising full autonomy in this regard. It is not within the purview of the courts to impose directives on the landlord regarding the nature or quality of their chosen usage of the tenanted premises. Therefore, the courts refrain from prescribing any standard or guidelines for the landlord's choices (residential or commercial). Reliance is placed upon the decision of the Hon'ble Delhi High Court in case of ***Praveen & Anr. Vs. Mulak Raj & Ors. RC Rev. 417/2016*** in this regard. *Therefore, the said contention is a bald averment and without any particulars of any purported alternative accommodation, does not amount to any triable issue.*

- 35) ***Hence, I find that the respondent has failed to raise any triable issue on the aspect of alternative accommodation as well.***

RELIEF

- 36) Thus, in view of the aforesaid discussion and findings, I hold that the petitioner has been able to establish the essential ingredients of petition u/s 14 (1) (e) of DRC Act i.e. *landlord-tenant relationship, bonafide necessity and absence of reasonably suitable accommodation*. Hence, in view of the foregoing discussion, this court is of the view that no triable issue has been raised by the respondents in their leave to defend application. Accordingly, the leave to defend application is hereby

dismissed and consequently, **an eviction order u/s 14(1)(e) r/w Section 25B, DRCA is passed in favor of petitioner and against the respondent with respect to the tenanted premises i.e. one room, one open courtyard, one toilet/bathroom, kitchen on the ground floor, one room toilet/bathroom, kitchen situated on the first floor in property and Barsati at the second floor of property bearing no. 2176, Katra Mehar Parwar, Kucha Chelan, Darya Ganj, Delhi-110002** (hereinafter referred to as **tenanted premises**) and more specifically shown in **red colour** in the site plan. However, in light of Section 14(7) DRCA, the eviction order shall not be executable for a period of six months from today. **No order as to costs.**

File be consigned to Record Room after due compliance.

(Announced in the Open Court)

(GAURAV GOYAL)
ARC-01, Central District, THC
Delhi/29.08.2026