

(2025) 12 DEL CK 0024

Delhi HC

Case No: RC.REV. 104 Of 2020, Civil Miscellaneous Application Nos. 6564 Of 2020, 42881, 42887 Of 2024

Ghafoor Ahmed & Ors

APPELLANT

Vs

Sabila & Ors

RESPONDENT

Date of Decision: Dec. 17, 2025

Acts Referred:

- Contract Act, 1872- Section 23, 28
- Delhi Rent Control Act, 1958- Section 14(1)(e), 25B(4)

Hon'ble Judges: Saurabh Banerjee, J

Bench: Single Bench

Advocate: Rajeev Sharma, Shruti Sharma, Nishant Kandpal, Imran Khan

Final Decision: Dismissed

Judgement

Saurabh Banerjee, J

1. The respondents/ landlords filed an eviction petition being E. No.77874/2016 entitled Mst. Sabila & Ors. vs. Sh. Gafoor Ahmed & Ors. under Section 14(1)(e) of the Delhi Rent Control Act, 1958 the Act seeking eviction of one shop admeasuring 34 X 12.5, located at 2nd floor in property bearing No. 3165, Phatak Teliyan, Turkman Gate, Delhi-110 006, before the SCJ-cum-RC (Central), Tis Hazari Courts, Delhi learned ARC against the petitioners/ tenants tenants, as they had a bona fide requirement thereof for commercial/ official cum residential purposes as they had no other alternative accommodation available.

2. Briefly, it was the case of the landlords before the learned ARC that the subject premises had originally been let out by the joint owners, namely Sh. Qayamuddin, Ajmeri and Late Sh. Mohd. Deen (the husband and father of the present landlords), to Late Sh. Rais Ahmed (father of the tenants). After the demise of Late Sh. Rais Ahmed, the tenancy devolved upon the tenants herein in accordance with law. As per landlords, after the demise of Late Sh. Mohd. Deen, the subject premises

devolved upon them by operation of law. Thus, they became the lawful owners/ landlords of the subject premises. It was also contended therein that out of the four shops, two shops were situated on the main road, while the remaining two shops were situated in the streets adjoining the residential place of the landlords, near the subject premises. The landlords had no other alternative accommodation with them for their need and use in lieu of the subject premises.

3. Furthermore, it was the case the landlords that at the time of filing the Eviction Petition, they were residing on the second floor consisting of insufficient accommodation. As such, they needed at least three shops, one shop for each landlord, as well as five rooms along with two latrines, a bathroom and a kitchen for their residential use by the landlords. Also, since landlord no.4, Ms. Tabassum had recently joined the legal profession, she required a separate office space for her professional practice. According to the landlords, the subject premises was most suitable and appropriate for meeting their bona fide requirements for commercial/ official, and residential purposes.

4. Upon being served, the tenants filed application under Section 25B(4) of the Act seeking leave to defend, primarily contending that there was no landlord tenant relationship between the parties. The Eviction Petition was not maintainable as the landlords suppressed the Agreement dated 03.05.1993 inter se the erstwhile owners of the subject premises and the erstwhile tenant, i.e. father of the tenants herein whereby the erstwhile owners had received a sum of Rs.3 lakhs, in consideration whereof, the landlords were precluded from filing any Eviction Petition against the erstwhile tenant, i.e. father of the tenants herein as it would be treated as null and void, and that they could only approach the Civil Court, and that too whence the erstwhile tenant, i.e. father of the tenants herein failed to pay rent. As per tenants, the landlords had sufficient alternative accommodation wherein they were residing, they were in physical possession of six shops on the ground floor of property in Turkman Gate, Delhi-110 006, they were also the owners in possession of four shops and a house on the first floor of property in Jamia Nagar, Okhla, New Delhi, as well as three shops on the ground floor along with a constructed residential house above the said shops in Wazirabad, Delhi. Lastly, the landlords merely wanted to extort money from the tenants and re-let the subject premises on higher rent.

5. Based on the above, as also after hearing the arguments advanced by the respective learned counsels for both sides, the learned ARC has dismissed the application for leave to defend of the tenants and allowed the Eviction Petition of the landlords vide order dated 01.08.2019 impugned order.

6. Hence, the present revision petition filed by the tenants seeking setting aside of the impugned order dated 01.08.2019 passed by the learned ARC.

7. Mr. Rajeev Sharma, learned senior counsel for the tenants submitted that the tenants were able to raise a triable issue, one of such being the availability of

suitable alternative accommodations with the landlords. The learned senior counsel submitted that in an application for bringing on record subsequent events, the tenants were also able to show that the landlords had not only constructed a third floor in the property wherein the subject premises was situated and wherein they were residing, as also that the landlord no. 2 was running a mobile phone shop from another shop, and that the landlord no. 3 was operating a tea stall in shop bearing no. 3168-H and that the landlord no. 4 had established her office in one room on the second floor. In essence, as per him the above subsequent developments demonstrated that the landlords had suitable **alternative accommodations** available with them and that their plea of **bona fide requirement** stood extinguished and was untenable. The learned senior counsel then submitted that it was open for the landlords to waive statutory rights as per the Agreement dated 03.05.1993.

8. Per Contra, Mr. Imran Khan, learned counsel for the landlords reiterating the case of the landlords before the learned ARC, as also, supporting the impugned order, submitted that the learned ARC has correctly adjudicated the three requisite conditions attached to an Eviction Petition under Section 14(1)(e) of the Act, and no case for interference therein by this Court has been made out by the tenants. The learned counsel submitted that despite having admitted in their leave to defend application that the subject premises was originally let out to their predecessor in interest by the owners/ landlords, and rent was always paid initially to the owners/ landlords and later to the landlords herein, the tenants denied the existence of the **landlord tenant relationship** between the parties by making bald averments, which was not sufficient. Similar is the position qua the case of **bona fide requirement and alternative accommodation available** with the landlords.

9. Mr. Imran Khan, learned counsel then relying upon **Vartiram Mammal & Co. vs. V.T.S. Ramaserary Iner & Brothers Ltd.** AIR 1947 Mad 49, **Chemical Co. Ltd. vs. Chewoids Industries Ltd.** AIR 1955 Cal 161 and **Rahmatunnisa Begum vs. Price** AIR 1971 PC 116 submitted that the Agreement dated 03.05.1993 is in patent violation of Section 28 of the Indian Contract Act, 1872 ICA, and thus void.

10. Lastly, Mr. Imran Khan, learned counsel submitted that the tenants have not been able to make out a case for this Court exercising revisionary jurisdiction. As such, the present petition is liable to be dismissed.

11. This Court has heard learned (senior) counsel for the parties as also gone through the documents and pleadings as well as the judgments cited at the Bar by them.

12. The tenants herein are merely trying to re-agitate the very same issues based on the very same material available before the learned ARC, which have been duly negated in the impugned order by well-reasoned findings on merits. This, in view of what has been held by the Honble Supreme Court in **Sarla Ahuja vs. Union India**

Insurance Company Ltd. (1998) 8 SCC 119; **Abid-Ul-Islam vs. Inder Sain Dua** (2022) 6 SCC 30 & **Kuldeep Singh vs. Sanjay Aggarwal** MANU/DE/1513/2018, hardly leaves any scope for interference by this Court.

13. Although, the tenants in their application seeking leave to defend was not required to plant a sapling of bloom, but they were certainly required to sow a seed of doubt in the minds of the learned ARC by raising a triable issue. As held in **Charan Dass Duggal vs. Brahma Nand** (1983) 1 SCC 301 and **Deena Nath vs. Pooran Lal** (2001) 5 SCC 705, the tenants were required to raise a tenable issue worthy of credence backed with precision and/ or duly supported by requisite document(s)/ proof(s) with prudence for disentitling the landlords from seeking eviction of the tenants from the subject premises.

14. Regarding the existence of **landlord-tenant relationship** between the parties, a mere denial was thus not sufficient as it was something more that the tenants were to show/ evince to make out a case for triable issue. Since the tenants before the learned ARC tried to have the cake and eat it too by, on one hand, despite admitting in their application seeking leave to defend that their father Late Sh. Rais Ahmed was inducted as a tenant in the subject premises by the erstwhile owners/ landlords, and the rent receipts qua that on record therein, however, on the other hand, they disputed the landlord-tenant relationship between the parties, relying upon the Agreement dated 03.05.1993, which, in view of Section 28 read with Section 23 of the ICA, was a void Agreement as it was against the very tenets of law. Therefore, the submissions of the learned senior counsel for the tenants qua the same before this Court, are rejected.

15. Barring the above, since the tenants have all throughout only made bald, vague and unsubstantiated assertions qua the existence of landlord-tenant relationship between the parties. This Court finds that they were rightly negated by the learned ARC.

16. Regarding bona fide requirement professed by the landlords, as held in **Baldev Singh Bajwa vs. Monish Saini** MANU/SC/0264/2025; **Ragavendra Kumar vs. Firm Prem Machinery** AIR 2000 SC 534 and **Kanahaiya Lal Arya vs. Md. Ehshan & Ors.** AIR 1999 SC 100, since the landlords were/ are the supreme for deciding their reasonableness, suitability, convenience and necessity of the subject premises for fulfilling their needs and the tenants could/ can have no say, more so, since they were unable to make any assertions with any substance, meaning and/ or proof, the same has been rightly not given any weightage by the learned ARC. In any event, the landlords required a space for themselves to proceed for turning their aspirations into reality, which is certainly more than mere whims and fancies of anyone.

17. Regarding landlords having an alternative accommodation, since the tenants have all throughout only made bald, vague and unsubstantiated assertions qua the

same, this Court is of the considered opinion that they were rightly negated by the learned ARC. In any event, as held in **Hukum Chandra vs. Nemi Chand Jain** (2019) 13 SCC 363, the landlords were not expected to sit idle to suffer the ignominy of waiting of adjudication of the Eviction Petition, and that too whence the fate/ outcome was unclear. At the end of the day, keeping in mind that the landlords had to survive, prosper and grow with the changing/ speeding times, for their own selves and for their respective families, the word requirement/ need has to be given an expansive meaning. This, more so, whence the tenants were hardly able to raise any disputed question of facts.

18. Mere empty words of the tenants herein before the learned ARC were not sufficient to be treated as a triable issue. As is trite, the tenants had to show something more, with some force/ authority/ gravity attached to their contentions therein, for giving a semblance to the learned ARC of being able to agree that they were indeed able to raise a triable issue.

19. In view of the overall foregoing analysis, this Court is in complete agreement with the findings recorded by the learned ARC. Thus, no interference with the impugned order is called for.

20. Consequently, the order of eviction qua the subject premises passed in favour of the respondents/ landlords and against the petitioners/ tenants by the learned ARC vide the impugned order dated 01.08.2019 is upheld. As such, the tenants are liable to handover vacant, physical and peaceful possession of the subject premises being one shop located at 2nd floor in property bearing No.3165, Phatak Teliyan, Turkman Gate, Delhi-110 006 as per the impugned order.

21. Accordingly, the present petition along with pending applications, is dismissed, leaving the parties to bear their own respective costs.