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

% ***Judgment reserved on: 24.09.2026***
Judgment pronounced on: 27.10.2026

\# **CNR No. DLHC011395582016**

\+ RC.REV. 367/2016

BALBIR SINGH .....Petitioner

Through: Mr. Naved Ahmed, Ms. Anam Siddiqui and Ms. Diksha Hira, Advocates.

versus

RAM KISHORE BAGGA .....Respondent

Through: Mr. Jugal Bagga, Advocate along with Respondent in person.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Rent Control Revision Petition has been preferred by the Petitioner under the proviso to Section 25B(8) of the **Delhi Rent Control Act, 1958**[1], assailing the **Order dated 30.01.2016**[2] passed by the **learned Additional Rent Controller (South), Saket Courts, New Delhi**[3], whereby the Eviction Petition instituted by the Petitioner (Landlord) under Section 14(1)(e) of the DRC Act came to

[1] DRC Act
[2] Impugned Order
[3] Learned ARC

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be dismissed in respect of the **shop situated on the ground floor of Property No. 21, Masigarh, Sukhdev Vihar, New Delhi**[4].

BRIEF FACTS:

2. The Petitioner instituted eviction proceedings, *vide* **Eviction Petition dated 10.10.2012**[5], against the Respondent in respect of the subject premises, pleading a *bona fide* requirement thereof for running his own business dealing in electronic equipment. The Petitioner asserted that the subject premises had been let out to the Respondent *vide* Rent Agreement dated 06.02.1989 and that, in view of his pleaded requirement, he was entitled to recover possession of the same under Section 14(1)(e) of the DRC Act.

3. The Respondent contested the Eviction Petition and, upon being served with notice, filed an Application seeking leave to defend dated 17.12.2012. While the relationship of landlord and tenant between the parties was admitted, the Respondent disputed the *bona fides* of the requirement pleaded by the Petitioner. The controversy, *inter alia*, concerned the Respondent's assertion that the Petitioner continued to carry on business under the name and style of M/s Ashish Electronics from Shop No. 166/7, Sarai Julena, Okhla Road, New Delhi, and the Petitioner's case that the said shop had closed, necessitating his requirement of the tenanted shop situated at Property No. 21, Masigarh.

4. The learned ARC allowed the Application seeking leave to defend, whereafter the matter proceeded to trial and both parties led evidence in support of their respective stands. In the course of the

[4] Subject Premises
[5] Eviction Petition

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proceedings, the Petitioner relied upon documentary material and the testimony of the parties in support of his plea that the subject premises was required for his own commercial use. The Respondent, on the other hand, maintained his challenge to the *bona fide* requirement pleaded in the Eviction Petition, including on the basis of the controversy concerning the business premises at Sarai Julena.

5. Upon conclusion of the evidence and consideration of the material placed on record, the learned ARC, *vide* the Impugned Order dated 30.01.2016, dismissed the Eviction Petition. Aggrieved by the Impugned Order, the Petitioner has preferred the present Revision Petition, assailing the findings returned by the learned ARC with respect to the *bona fide* requirement of the subject premises, particularly in the context of the Respondent's alleged continuation of business from Shop No. 166/7, Sarai Julena, Okhla Road, New Delhi. The controversy arising for consideration before this Court is confined to the aforesaid aspect.

SUBMISSIONS ON BEHALF OF THE PARTIES:

6. Learned counsel appearing on behalf of the Petitioner submits that the learned ARC failed to properly appreciate the evidence on record concerning the closure of the shop being run under the name and style of *M/s Ashish Electronics* at **Shop No. 166/7, Sarai Julena, Okhla Road, New Delhi**[6]. It is contended that the said shop had been closed pursuant to the proceedings initiated by the Delhi Development Authority *vide* Show Cause Notice dated 30.05.2002 and that, following the closure thereof, the Petitioner has no other shop in his possession to carry on his business operations. It is, therefore,

[6] Shop No. 166/7

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submitted that the learned ARC erred in dismissing the Eviction Petition on the ground that the Petitioner had failed to establish the closure of the Shop No. 166/7.

7. Learned counsel for the Petitioner further submits that the Respondent had taken contradictory stands with respect to the location from which M/s Ashish Electronics was being operated. It is submitted that, while the Respondent asserted that the Petitioner continued to operate M/s Ashish Electronics from Shop No. 166/7, Sarai Julena, he had also averred that, in 2007, the Petitioner shifted the said business to the ground floor of Property No. 21, Masigarh, where he allegedly had ample space available and continued to operate the business. According to the Petitioner, these assertions are inconsistent and undermine the Respondent's contention that the business continued to operate from Sarai Julena and had not been closed as claimed by the Petitioner.

8. **Per contra**, learned counsel appearing on behalf of the Respondent supports the Impugned Order and submits that the Petitioner's assertion regarding the closure of the Shop No. 166/7 is contrary to the material on record. It is contended that *M/s Ashish Electronics* continued to be run by the Petitioner from the said premises and that the material pertaining to the business, including the VAT returns relied upon by the Respondent, supports this position. It is, accordingly, submitted that the learned ARC rightly dismissed the Eviction Petition upon finding that the Petitioner had failed to establish the closure of the Shop No. 166/7.

9. Learned counsel for the Respondent further contends that the Petitioner had failed to establish that M/s Ashish Electronics had closed its operations at Sarai Julena pursuant to the DDA notice.

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Reliance is placed upon the VAT returns, Ex. PW1/R12 to Ex. PW1/R17, reflecting the name of M/s Ashish Electronics and its address at Sarai Julena, as well as other material on record, to contend that the business continued to operate from the said premises. It is further submitted that the learned ARC had duly considered the material placed on record and rightly rejected the Petitioner's claim for eviction in the absence of cogent evidence establishing the alleged closure.

10. Learned counsel lastly submits that the present proceedings are governed by the limited revisional jurisdiction of this Court under the proviso to Section 25B(8) of the DRC Act and that interference with the Impugned Order would not be warranted in the absence of any perversity, material irregularity or error of law in the findings returned by the learned ARC.

11. No other submissions were advanced on behalf of the parties.

ANALYSIS:

12. This Court has heard learned counsel for the parties at length and, with their able assistance, perused the relevant documents as also the Impugned Order.

13. Before adverting to the controversy arising in the present Revision Petition, it is apposite to delineate the scope of the jurisdiction exercised by this Court under the *proviso* to Section 25B(8) of the DRC Act. The jurisdiction conferred thereunder is supervisory in nature and does not partake of the character of an appellate jurisdiction. This Court is, therefore, not called upon to undertake a fresh appraisal of the evidence or to substitute its own

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conclusions for those arrived at by the learned ARC, merely because another view may be possible on the material available on record.

14. The scope of the aforesaid jurisdiction stands elucidated by the Hon'ble Supreme Court in ***Abid-Ul-Islam v. Inder Sain Dua***[7], wherein it was reiterated that the High Court, while exercising revisional jurisdiction under the *proviso* to Section 25B(8) of the DRC Act, is required to examine the legality of the decision-making process and cannot convert such jurisdiction into a regular appellate proceeding. The Hon'ble Supreme Court observed as under:

> "**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."

15. Accordingly, interference in exercise of the aforesaid jurisdiction is warranted where the order under challenge discloses a material illegality, perversity, or an infirmity in the decision-making process that renders the conclusion legally unsustainable. The jurisdiction does not, however, extend to re-weighing the evidence merely to arrive at a conclusion different from that of the learned ARC. The inquiry in the present case must, therefore, remain confined to examining whether the learned ARC's finding that the Petitioner

[7] (2022) 6 SCC 30

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had failed to establish the alleged closure of M/s Ashish Electronics at Shop No. 166/7, and consequently the statutory requirement pleaded under Section 14(1)(e) of the DRC Act, suffers from any infirmity warranting interference under the proviso to Section 25B(8) of the DRC Act.

16. The relevant findings and reasoning recorded by the learned ARC in the Impugned Order, forming the basis for dismissal of the eviction petition, are reproduced hereinbelow to facilitate a proper consideration of the issues arising in the present Revision Petition:

> "24. Now, coming to the most important point of this litigation, i.e., whether the requirement of the petitioner qua the tenanted premises is bona fide or not. It is settled proposition of law that landlords desire for possession, however, honest has subjective element in it and that desire to become a 'requirement' in law must have the objective element of *'need'*.
> 25. Qua Section 14(1)(e) of DRC Act the learned counsel for the petitioner has knitted his web of arguments and stated that pursuant to issuance of Show Cause Notice dated 30.05.2012 by DDA (Ex.PW1/E) to M/s Ashish Electronics, i.e. the electronics shop which was being run by PW-1/petitioner from Sarai Julena, the petitioner was fined U/s 29(2) of DDA Act by the Court and ultimately he had to close the said shop and shift its entire stock in the house of his elder brother at 21 Masihgarh and the tenanted suit premises being situated on the ground floor of premises in question and facing the main road is more than suitable for him to run his business of electronics therefrom.
> 26. Per Contra, the learned counsel for the respondent/RW-1 has very vehemently refuted the aforesaid contention of petitioner and has argued that PW-1 has not at all closed the shop, i.e. M/s Ashish Electronics and is still running the same from Sarai Julena. He has further argued that the requirement of petitioner is not genuine and same is driven by greed as he wants to have exorbitant rent for the same.
> 27. Now, let us see the documents which have been brought on record by the parties to prove their aforesaid contentions. It is not clear from the perusal of Ex.PW1/E, i.e. the Show Cause Notice dated 30.05.2002 issued by DDA that whether the petitioner/PW-1 has closed his aforesaid shop pursuant to issuance of the same. It is further not clear from the perusal of Ex.PW1/I, i.e. the fine receipt No.24183, issued by the Court U/s 29(2) of DDA Act whether the

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petitioner/PW-1 has closed his aforesaid shop or not, as the concerned Court has merely imposed fine upon the petitioner/PW-1, but there is no specific order of the said Court thereby directing the petitioner to close his aforesaid shop. ***PW-1 even duly admitted in his cross-examination that he has not filed any order passed by the Court in this regard***. Throughout the course of proceedings of instant case, the petitioner has not filed any reply/status report before this Court thereby showing that he had ever written any letter to the DDA or any statutory authority thereby informing them he had closed his aforesaid shop pursuant to issuance of Ex.PW1/E. The petitioner has further failed to examine his brother in the matter, who could have supported the story of petitioner with regard to the fact that after closure of his aforesaid shop, he/PW-1 had shifted his stock/material to the house of his brother.

28. On the other hand, in support of his contention that PW-1/petitioner is still running his shop, i.e. M/s Ashish Electronics from Sarai Julena, he/RW-1 has proved on record the copies of Forms DVAT 16, i.e. Delhi Value Added Tax Return (pertaining to M/s Ashish Electronics) as Ex.PW1/R12 to Ex.PW1/R17, which are of different time periods. It seems that the motive of RW-1 to prove on record the said documents was to controvert the stand of PW-1/petitioner qua the fact that he had vacated the shop in question during April/May 2004. However, a perusal of Ex.PW1/R12 to Ex.PW1/R17 shows that the same pertains to the period given hereunder:

*(i) Ex.PW1/R12 pertains to the period from 01.10.2008 to 31.03.2009 (**tax period second half yearly 2008**);*
*(ii) Ex.PW1/R13 pertains to the period from 01.04.2009 to 30.09.2009 (**tax period first half yearly 2009**);*
*(iii) Ex.PW1/R14 pertains to the period from 01.10.2009 to 31.03.2010 (**tax period second half yearly 2009**);*
*(iv) Ex.PW1/R15 pertains to the period from 01.04.2010 to 30.09.2010 (**tax period first half yearly 2010**);*
*(v) Ex.PW1/R16 pertains to the period from 01.10.2010 to 31.03.2011 (**tax period second half yearly 2010**); and*
*(vi) Ex.PW1/R17 pertains to the period from 01.07.2006 to 30.09.2006 (**tax period second quarter 2006**).*

29. The aforesaid Form(s) DVAT 16 mentions the name of dealer as ***"M/s Ashish Electronics"*** and its address as ***"166/7, Hanuman Mandir Market, Sarai Julena, New Delhi-110025"***, meaning thereby that as late as on 31.03.2011 (Ex.PW1/R16), the PW-1 paid VAT Tax for the second half year of 2010 qua M/s Ashish Electronics from the address of "Sarai Julena" itself. **PW-1 in his cross-examination has duly admitted the correctness of documents exhibited as Ex.PW1/R12 to Ex.PW1/R17.** The aforesaid documents goes on to show that PW-1/petitioner did not close/move out of said shop in May/April 2010 and he still has been paying tax qua the said shop from "Sarai Julena". However,

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his defence has been that after closure of M/s Ashish Electronics at Sarai Julena, he continued to pay VAT from the premises in question in order to avoid certain technical glitches with regard to tax matters. I am afraid the aforesaid contention of petitioner does not hold much water, especially in view of him duly admitting the correctness of Ex.PW1/R12 to Ex.PW1/R17.

30. For the sake of argument, if the version of PW-1 is believed to be correct that pursuant to issuance of Show Cause Notice Ex.PW1/E, he had to shut down/close his shop, i.e. M/s Ashish Electronics at Sarai Julena around April/May' 2004, then it is noticed that PW-1 has also admitted Ex.PW1/R11, i.e. the Rent Agreement executed between him and M/s Money Creeper qua a shop situated on the ground floor of premises in question. Admittedly, Ex.PW1/R11 is dated 03.05.2010 and commencing w.e.f. 01.05.2010. PW-1 further admitted in his cross-examination that after vacation of said shop by M/s Money Creepers, he let out the same on rent to M/s Subhiksha Stores and subsequently thereafter to one M/s K.B Fairprice Shop, that too as late as in the year 2011. This goes on to show that from the mid of year 2010 till the end of year 2014, petitioner/PW-1 let out the aforesaid shop to three different tenants, but did not occupy the same himself for opening a shop of electronics therein, despite the fact that the said shop is also situated on the ground floor of premises in question and facing the main road. No cogent explanation in this regard has come from the side of petitioner as to what were the circumstances which prohibited him from occupying the shop being vacated by M/s K.B's Fairprice and as such, an adverse inference in this regard is likely to be drawn against him.

31. Thus, in view of the evidence and material brought on record by the parties, I am of the considered opinion that petitioner has failed to prove the ingredient(s) of Section 14(1)(e) of Delhi Rent Control Act, 1958, especially the factum that he had closed his shop, i.e. M/s Ashish Electronics situated at Sarai Julena pursuant to issuance of Show Cause Notice by DDA (Ex.PW1/E). The petition is accordingly dismissed, leaving the parties to bear their own costs.

32. File be consigned to Record Room after completion of necessary formalities."

17. At the outset, it is necessary bear in mind that the claim for eviction under Section 14(1)(e) of the DRC Act rests upon the fulfilment of the statutory ingredients prescribed therein, including the *bona fide* requirement of the landlord. The existence of such requirement must be examined in the context of the pleadings and the

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evidence led by the parties. Where the landlord relies upon the closure of an existing business establishment as the factual foundation for asserting the need for the tenanted premises, the Court must examine whether the material on record substantiates that assertion. The mere issuance of a show-cause notice by the DDA cannot, without evidence of the consequential action taken or of the actual cessation of business, be treated as conclusive proof that the business had closed.

18. The principles governing the assessment of *bona fide* requirement, as elucidated by the Hon'ble Supreme Court in ***Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta***[8], require the Court to distinguish a genuine and honest requirement from a mere desire or pretext for seeking eviction. The requirement must be assessed objectively, having regard to the facts and circumstances established on record. Applying the aforesaid principle, the Petitioner's claim in the present case must be examined not merely on the basis of the requirement asserted, but also in the light of the evidence adduced in support thereof, particularly the alleged closure of M/s Ashish Electronics at Shop No. 166/7 and the circumstances bearing upon that assertion. 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

[8] (1999) 6 SCC 222

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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 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,

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> 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."

19. In the present case, the Petitioner relies upon the DDA show-cause notice dated 30.05.2002 to contend that M/s Ashish Electronics, situated at Shop No. 166/7, had been closed. However, the issuance of such notice, by itself, does not establish that the business had actually ceased to operate. As noticed by the learned ARC, no order directing closure was placed on record, and the fine receipt relied upon by the Petitioner did not establish that the Shop No. 166/7 had, in fact, been closed pursuant to the notice. The distinction between initiation of proceedings by a statutory authority and the actual cessation of business is material and cannot be overlooked.

20. The aforesaid position assumes significance when considered alongside the VAT returns, Ex. PW1/R12 to Ex. PW1/R17, relied upon by the Respondent. These returns reflected the name of M/s Ashish Electronics and its address as Shop No. 166/7, Sarai Julena. While the returns may not, in isolation, conclusively establish the actual conduct of business on every relevant date, they constitute material evidence bearing upon the assertion of closure. The Petitioner's explanation that the articles of the business had been shifted following closure also remained uncorroborated, as the elder brother, at whose house the articles were stated to have been shifted, was not examined. In these circumstances, the material relied upon by the Petitioner does not sufficiently establish that the business had ceased to operate as asserted.

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21. The Petitioner's further assertion that, following the alleged closure, he had no other shop in his possession to carry on his business cannot, by itself, cure the deficiency in establishing the factual premise on which his claim rests. The question is not merely whether the Petitioner expressed a desire to carry on business from the subject premises, but whether the circumstances relied upon to support the requirement pleaded by him were borne out by the evidence. Where the alleged closure of the existing business remains unsubstantiated, the assertion founded upon that closure cannot be accepted merely on the strength of the Petitioner's own claim.

22. Another circumstance emerging from the record is that other portions of Property No. 21, Masigarh, were let out to commercial occupants, including M/s Money Creepers, M/s Subhiksha Store and M/s K.B. Fairprice. The learned ARC took note of these successive lettings and observed that, during the relevant period, portions of the said property had been let out to different occupants rather than being utilised by the Petitioner for commencing his electronics business. This circumstance was relevant to the assessment of the Petitioner's explanation and the requirement asserted by him. Though the act of letting out portions of the said property would not, in itself, be conclusive of the absence of *bona fide* requirement, it was a relevant circumstance to be considered alongside the failure to establish the alleged closure of M/s Ashish Electronics at Shop No. 166/7.

23. In ***Ved Prakash v. Gay Dry Cleaners and Another***[9], the Hon'ble Delhi High Court examined the genuineness of the landlord's pleaded requirement in the light of the evidence elicited in cross-

[9] 2026 SCC OnLine Del 1528

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examination and the conduct of the landlord in relation to other commercial premises. The Court held that where the factual basis of the asserted requirement remained doubtful and the landlord failed to offer a satisfactory explanation for his conduct concerning other available premises, the *bona fides* of the claim stood seriously undermined. The relevance of the aforesaid decision to the present case lies in the principle that the requirement pleaded by a landlord must be tested against the evidence and the surrounding circumstances, and cannot be accepted merely on the strength of the assertion itself. In the present case, the Petitioner's assertion that M/s Ashish Electronics had closed pursuant to the DDA notice remains unsubstantiated by cogent evidence. This circumstance, when considered alongside the material concerning the letting out of other portions of Property No. 21, Masigarh to other commercial occupants, assumes significance in assessing the *bona fides* of the pleaded requirement. The learned ARC, therefore, rightly drew an adverse inference against the Petitioner, as the asserted closure remained unsubstantiated and the surrounding circumstances did not lend support to the requirement set up by him. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

> "**39.** Supreme Court in ***Rahabhar Productions (P) Ltd.* v. *Rajendra K. Tandon***[10], had observed and held as under:
>
> > "**18.** The phrase "bona fide need" or "bona fide requirement" occurs not only in the Delhi Rent Control Act but in the Rent Control legislation of other States also. What is the meaning of this phrase has been considered innumerable times by various High Courts as also by this Court and requires no citations to explain its legal implications. Even then reference may be made to the decision of this Court in ***Ram Dass* v. *Ishwar Chander*** [(1988) 3 SCC 131 : AIR 1988 SC 1422], in which it was

[10] (1998) 4 SCC 49

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> indicated that "bona fide need" should be genuine, honest and conceived in good faith. It was also indicated that landlord's desire for possession, however honest it might otherwise be, has, inevitably, a subjective element in it. The "desire" to become "requirement" must have the objective element of a "need" which can be decided only by taking all relevant circumstances into consideration so that the protection afforded to a tenant is not rendered illusory or whittled down. These observations were made in respect of the provisions contained in E.P. Urban Rent Restriction Act, 1949."

40. In the present case, the observations of the learned ARC with respect to the fact that in his cross-examination the Petitioner had feigned ignorance with regard to the income of his son, as well as other evasive answers, clearly points out that the ground taken in the eviction petition was not genuine. The petitioner could not explain the circumstances which were put to him during cross-examination, and therefore, the *bona fide* requirement is doubtful. Coupled with the fact that despite Property No. 435 being available with the Petitioner, 4 months before filing of the eviction petition, the Petitioner could not give any satisfactory Explanation as to why the said shop was not utilised by his son Mr Jatinder Atri for running his office. It has also come on record that the lease of the said shop was to expire on 31-7-2016, and therefore, the same would have been available to the Petitioner within 3 months of filing of the eviction petition, but again, no reasonable Explanation could be given by the Petitioner as to why the same was not suitable for the Petitioner's son's office.

41. Similarly, with respect to Property No. 436, it was stated by the Petitioner that the same had been let out in the year 2015 and was vacated in or around October - November, 2016, and subsequently the Petitioner regained possession of the said property. However, the Respondent specifically averred that the Petitioner thereafter, had re-let the said property to successive tenants, *i.e.*, M/s. Riyaz Chicken Corner and subsequently to M/s. Akib Chicken Point. The Petitioner, instead of disputing the said position, took an inconsistent stand that tenancy *qua* the said property was in the name of his son, who had further sub-let the same with his consent. In absence of any documentary proof of such alleged tenancy, coupled with the admission that no rent had been paid by his son for several years, the said plea was rightly rejected by the learned ARC. It was correctly concluded that despite availability of alternate premises, the Petitioner permitted further sub-letting, which undermined the plea of *bona fide* requirement.

42. With respect to Property No. 439, the Respondent asserted that the said property had been let out to a tenant running a dry-cleaning business under the name of "Wardrobe". The Petitioner, on the other hand, had claimed that the said property was leased

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out to "Jyoti Fabricare Services Limited" *vide* lease agreement dated 3-8-2015. However, the Petitioner failed to place on record the original lease agreement before the learned ARC. Even otherwise, the said property was let out by the Petitioner nine months prior to the filing of the eviction petition, and there was no averment as to when the alleged need for the subject premises arose. In these circumstances, the learned ARC rightly observed that letting out of the said property, shortly before filing of the eviction petition, casted a serious doubt on the *bona fide* requirement of the Petitioner.

43. With respect to Property No. 440, the Respondent had argued that the same was sold by the Petitioner to Sh. Amit Kumar Sethi and the vacant possession of the said property was handed over at the time of execution of the sale deed. It was further contended that despite the said property being available with the Petitioner, the same was not utilised for his son, Mr Jatinder Atri's requirement. In these circumstances, the time frame for the alleged need becomes crucial. *Per contra*, it was argued by the Petitioner that he was constrained to sell the said property for raising funds for construction of Property No. 279-A. It is pertinent to note that no evidence, either documentary or oral, was placed on record before the learned ARC to demonstrate that any construction was carried out by the Petitioner, after execution of the said sale deed. In these circumstances, the learned ARC had rightly concluded that the Petitioner had failed to lead any evidence in support of the said contentions, thereby again casting serious doubts on the *bona fide* requirement.

44. The finding of the learned ARC with respect to not specifying the time period during which the need for a separate office arose, has to be examined in the aforesaid background, particularly in light of the premises being available to the Petitioner shortly before the filing of the petition and thereafter."

24. The Petitioner has further contended that the Respondent has adopted contradictory stands regarding the location from which M/s Ashish Electronics was being operated. While the Respondent asserted that the business continued to operate from Sarai Julena, he had also averred that the Petitioner shifted M/s Ashish Electronics to 21, Ground Floor, Masihgarh, in the year 2007, and continued to operate the same from there. According to the Petitioner, these assertions are mutually inconsistent and undermine the Respondent's contention that

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the business continued to operate from Sarai Julena till 2011. This contention merits consideration, as the parties' pleadings along with the material placed on record must be examined as a whole and not by placing reliance upon isolated averments or documents.

25. As discussed hereinabove, the learned ARC assessed the Petitioner's assertion of closure against the entire evidentiary record, including the documentary material relied upon by the parties, the absence of independent corroboration of the alleged closure and shifting of the business, and the Petitioner's subsequent conduct in relation to the subject property. Thus, upon a holistic consideration of the competing submissions and the material on record, the inconsistency pointed out by the Petitioner, though relevant to the assessment of the Respondent's stand, does not by itself establish that M/s Ashish Electronics had ceased to operate from Sarai Julena pursuant to the DDA notice. This Court, therefore, finds no sufficient ground to displace the conclusion reached by the learned ARC on the basis of the cumulative circumstances emerging from the record or to hold that the Impugned Order warrants interference on this count in exercise of revisional jurisdiction.

26. Viewed in the totality of the circumstances as well as the material placed on record, this Court finds no basis to conclude that the learned ARC's finding suffers from perversity, material misreading of evidence or any other infirmity warranting interference in revisional jurisdiction. The Petitioner has not demonstrated that the conclusion reached by the learned ARC rests upon an erroneous premise or that any material evidence bearing upon the controversy was disregarded. The challenge, in substance, seeks a reassessment of

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the evidence without establishing any jurisdictional infirmity in the Impugned Order. The same, therefore, does not warrant interference under the proviso to Section 25B(8) of the DRC Act.

CONCLUSION:

27. In view of the foregoing discussion, this Court finds no merit in the challenge laid by the Petitioner to the Impugned Order and the present Revision Petition is dismissed accordingly.

28. The present Petition, along with pending application(s), if any, stand disposed of in the above terms.

HARISH VAIDYANATHAN SHANKAR, J.

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