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

Date of decision: 05.11.2026

\# **CNR No. DLHC010539772026**

\+ RC.REV. 425/2026, CM APPL. 77729/2026 (Stay), CM APPL. 77730/2026 (Ex.), CM APPL. 77731/2026 (Ex. From filing complete trial court record) & CM APPL. 77732/2026 (Delay of 2 days in Re-filing the petition)

SURESH BHARGAVA & ORS. .....Petitioners

Through: Mr. Siddharth Aggarwal, Advocate.

versus

LAXMAN SHARMA .....Respondent

Through: *Nemo.*

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

% **JUDGEMENT (Oral)**

1. The present Petition has been filed under Section 25-B(8) of the Delhi Rent Control Act, 1958 ["**DRC Act**"] and seeks to impugn the Order dated 27.04.2026 ["**Impugned Order**"] passed by the learned Additional Rent Controller-01, Central District, Tis Hazari Courts, Delhi ["**learned ARC**"]. By way of the Impugned Order, the learned ARC has dismissed the Application seeking leave to defend preferred by the Petitioners herein and proceeded to pass an eviction order as against them.

2. Learned Counsel appearing on behalf of the Petitioners confines his challenge to the Impugned Order to the following grounds:

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a. *Firstly,* learned counsel for the Petitioner would contend that the learned ARC has failed to appreciate that the Respondent had, in the past, purchased and subsequently sold other properties which were equally suitable for the purpose of carrying on the business for which the eviction petition had been instituted on the ground of *bona fide* requirement. In support of this contention, he would place reliance upon the sale deeds dated 09.04.2010 and 03.06.2010, and submit that the said documents demonstrate that the Respondent had acquired ownership of the aforesaid properties. He would further contend that, even if the entirety of the premises acquired under the said sale deeds was not available to the Respondent, at least a portion thereof ought to have been considered as available accommodation for meeting the alleged business requirement.

b. *Secondly,* he would submit that the Petitioners herein had also pleaded that the premises were not required by the Respondent herein for the *bona fide* requirement of starting a business, as the Respondent was engaged in the real estate development business and the said *factum* has been erroneously considered by the learned ARC.

3. It is apposite to note that no further arguments were advanced by the learned counsel for the Petitioners and it is on the basis of the aforementioned challenges that this Court shall proceed to adjudicate the present *lis.*

ANALYSIS AND CONCLUSION

4. This Court has heard learned Counsel appearing on behalf of

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the Petitioners at length, and, with his able assistance, perused the relevant documents as well as the Impugned Order.

5. Before proceeding to examine the grounds of challenge urged on behalf of the Petitioner, it would be apposite to advert to the scope and ambit of the revisional jurisdiction vested in this Court under the *proviso* to Section 25B(8) of the DRC Act.

6. The contours of the aforesaid jurisdiction are well settled. The Hon'ble **Supreme** Court, in ***Sarla Ahuja v. United India Insurance Co. Ltd.***[1], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[2], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[3], has consistently held that the jurisdiction exercised by the High Court under the *proviso* to Section 25B(8) of the DRC Act is supervisory and revisional in character and cannot be equated with the exercise of appellate jurisdiction.

7. The aforesaid principles have also been reiterated and relied upon by Coordinate Benches of this Court, *inter alia*, in ***Pankaj Pahwa v. Prem Wati & Ors.***[4], and ***Sanjeev Hiranandani v. Sunny Grover***[5].

8. In ***Abid-Ul-Islam*** (supra), the Hon'ble Supreme Court, while elucidating the legislative intendment underlying Section 25(B) of the DRC Act, observed that the omission of an appellate remedy against an Order passed by the learned Rent Controller is conscious and deliberate. The jurisdiction conferred upon the High Court is, therefore, one of superintendence over the decision-making process, including the legality and propriety thereof, and does not permit the

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[1] (1998) 8 SCC 119
[2] (2014) 9 SCC 78
[3] (2022) 6 SCC 30
[4] 2024:DHC:9322

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High Court to substitute its own view for that of the learned Rent Controller merely because another view on the material available on record may be possible. The relevant observations of the Hon'ble Supreme Court read 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."

9. In ***Pankaj Pahwa*** (supra), a Coordinate Bench of this Court, upon considering the principles enunciated in ***Abid-Ul-Islam*** (supra), reiterated that the jurisdiction exercised by this Court under the *proviso* to Section 25B(8) of the DRC Act is limited in scope and that this Court is not expected to substitute or supplant its view for that of the learned ARC. The revisional scrutiny is confined to examining the decision-making process and determining whether the Impugned Order suffers from an error apparent on the face of the record or an absence of adjudication warranting interference.

10. In view of the foregoing discussion, the position which emerges is that, while exercising jurisdiction under the *proviso* to Section 25B(8) of the DRC Act, this Court is neither required nor permitted to undertake a fresh appreciation of the material on record with a view to

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[5] 2025:DHC:11285

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arrive at an independent conclusion on the merits of the dispute. Interference would be warranted only where the Impugned Order suffers from a jurisdictional error, manifest illegality, material irregularity or perversity, or where the conclusion arrived at by the learned ARC is wholly unreasonable or founded upon an erroneous premise of law. Equally, where a material plea has been left unconsidered, or the decision-making process otherwise discloses an error apparent on the face of the record, exercise of revisional jurisdiction may be warranted.

11. It is within the aforesaid limited parameters of revisional scrutiny that the grounds urged by the learned counsel on behalf of the Petitioner against the Impugned Order are required to be examined. In this backdrop, it would be apposite for this Court to extract the relevant portion of the Impugned Order, which reads as under:

> "17) Next, it is contended that the petitioner has concealed the fact that the petitioner had purchased roof of the second floor of property bearing no. 3277, Gali Raja Wali, Peepal Mahadev, Hauz. Qazi, Delhi-110006 and thereafter after raising construction over the said floor sold portion of third, fourth and fifth floor over the said property prior to the filing of present eviction petition. 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 2023, whereas the said portions on the third, fourth and fifth floor on the property bearing no. 3277, Gali Raja Wali, Pecpal Mahadev, Hauz Qazi, Delhi-110006 were sold in the year 2010. It is trite to state that time is not static and with lapse of time, new needs may emerge which were not exist earlier. Petitioner has already stated in his petition that he requires the demised premises for setting up business of selling hardware goods and tools. 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 fact 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: -
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> > 16. Not only so, the petitioner/tenant also did not state that there was no change in the requirement of the

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> 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 Bogania 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.

18) Further, reference is made to the decision of the Hon'ble High Court of Delhi in the case of Mohinder Singh Vs. Satish Chander Sik- ka 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 of 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. Poora Pooro Lat were insignificant and inconsequential.

19) Hence, I find that the petitioner has been able to establish his bonafide requirement for the tenanted premises.

ALTERNATE ACCOMMODATION

20) With regard to the plea of alternative accommodation, it is contended by the respondent that the petitioner has concocted the various alternative accommodations. 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 MM Quasim vs/ Manohaal 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. In the light of the said principles, I proceed to consider the contentions of the respondent.

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21) In the present matter, however, no particulars of any purported alternative accommodation have been pleaded by the respondent. 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 Le, by sale or letting and support the said pleas with material on the basis whereof such pleas will be proved"

22) It is also contended that petitioner has alternative accommodations in the form off shops on third, fourth and fifth floors, 3277, Gali Raja Wali, Peepal Mahadev, Hauz Qazi. Delhi-110006. However, it is pertinent to note that nothing has been brought on record to even prima facie show that the said premises are lying vacant.
Therefore, it is not the case whereby the said shops are lying vacant and available as alterative accommodations. Besides, it is a well settled law that the shop on the ground floor is much more suitable than a shop on the upper floors from the perspective of both the buyer and seller. In this regard it is pertinent to note the judgement of the Hon'ble Apex Court in Uday Shankar Upadhyay v. Naveen Maheshwari (2010) 1 SCC 503, is to be noted where it was held that it is not for the Courts to say that the landlord should shift to the first floor or any higher floor as it is well known that shops and businesses are usually conducted on the ground floor, because the customers can reach there easily. It was reiterated that the Court cannot dictate to the landlord which floor he should use for his business and that is for the landlord himself to decide. Thus, a ground floor premises is more suitable for commercial purpose than the premises on upper floor as it has more footfall of the customers. Therefore, the shop on the upper floors cannot be considered as a suitable alternative accommodation. Reliance in this regard is placed upon the decision of Hon'ble High Court of Delhi in case of Dilip Singh Kapoor & Ors Vs. Neeraj Khanna &

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Anr, RC.REV. 66/2017, decided on 31.08.2022. Furthermore, the landlord being the best judge of his own requirement is the best person to decide as to which premises, he has to choose for conducting his business and a tenant cannot force the landlord to conduct his business from the basement or upper floor. It has been held by the Hon'ble Supreme Court in the case of Rahabhar Productions Pvt. Ltd. Vs. Rajendera Kumar Tandon 72 (1998) DLT 629 that the landlord is not disentitled from seeking recovery of the possession of a ground floor merely on the pica that he is also in possession of the first and second floors, so long as the court is satisfied with respect to the Bonafide requirement of the landlord for the tenanted premises. Similarly, in the present matter, the tenant cannot dictate to the landlord to run his business from the first floor when it is settled law that the premises on the ground floor are much more suitable for commercial needs.

23) 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 utilised 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 utilise his property. The landlord possesses the prerogative to determine their specific requirements, exercising full autonomy in this regard. It is not with in the purview of the courts to impose directives on the landlord regard ing the nature or quality of their chosen stage 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 also does not amount to any triable issue as it is for the landlord to decide which premises are suitable and not for the court to sit in armchair of the landlord and dictate as to how the available property of landlord is bast utilized by him.

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

(emphasis supplied)

12. Having considered the submissions advanced on behalf of the Petitioners and upon a perusal of the reasoning adopted by the learned ARC in the Impugned Order, this Court finds that neither of the grounds urged on behalf of the Petitioners warrants interference in the

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exercise of the revisional jurisdiction vested in this Court under the proviso to Section 25B(8) of the DRC Act.

13. The first contention raised on behalf of the Petitioners pertains to the alleged availability of alternative accommodation with the Respondent, on the basis of the sale deeds dated 09.04.2010 and 03.06.2010. The submission essentially is that, since the Respondent had acquired certain properties and subsequently sold portions thereof, the said properties ought to have been taken into consideration while examining the *bona fide* requirement pleaded in the eviction petition.

14. In this regard, it is pertinent to note that the learned ARC has duly taken cognizance of the aforesaid contention and has specifically dealt with the same in the Impugned Order. The learned ARC has noticed that the portions of the property bearing No. 3277, Gali Raja Wali, Peepal Mahadev, Hauz Qazi, Delhi, had been sold in the year 2010, whereas the eviction petition itself came to be instituted in the year 2023. The learned ARC has, therefore, rightly observed that the mere fact that the Respondent had sold certain portions of the aforesaid property more than a decade prior to the institution of the eviction proceedings would not, by itself, be sufficient to discredit the *bona fide* requirement subsequently pleaded by him. The requirement of a landlord is not static and may undergo a change with the passage of time. Consequently, a transaction undertaken in the past cannot, in the absence of any other supporting material, be treated as conclusive evidence that the requirement pleaded at a subsequent point in time is not *bona fide*.

15. Further, insofar as the contention regarding the availability of a portion of the property acquired under the aforesaid sale deeds is concerned, this Court finds that the Petitioners have not been able to

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demonstrate that any such portion was lying vacant and was available to the Respondent for commencing the business in question at the time of institution of the eviction petition. It is well settled that a mere assertion regarding the existence of alternative accommodation would not, by itself, give rise to a triable issue. The tenant is required to furnish the necessary particulars concerning such accommodation, establish its availability and demonstrate its suitability for the specific requirement pleaded by the landlord.

16. In the present case, the learned ARC has specifically noticed that the Petitioners had failed to place any material on record, even at a *prima facie* level, to establish that the shops situated on the third, fourth and fifth floors of the aforesaid property were lying vacant and available for the Respondent's use. In the absence of any material establishing their availability, the mere reference to the earlier sale transactions cannot be elevated to the status of a triable issue warranting grant of leave to defend.

17. Even otherwise, the question of suitability of the alleged alternative accommodation cannot be examined in isolation from the nature of the business which the landlord proposes to commence. The learned ARC has taken note of the fact that the premises sought to be recovered by the Respondent are situated on the ground floor, whereas the alleged alternative accommodation relied upon by the Petitioners comprises premises situated on the upper floors. The distinction assumes relevance, particularly when the requirement pleaded is for commencing a commercial activity involving the sale of hardware goods and tools. The accessibility of a commercial establishment and the convenience of prospective customers are relevant considerations while examining the suitability of the premises for the proposed

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business.

18. It is trite that it is not for the Court to dictate to a landlord that he should shift his business to the first floor or any other upper floor, particularly when the premises situated on the ground floor are more convenient and accessible to customers. The learned ARC has also rendered a finding that the premises situated on the upper floors could not be treated as suitable alternative accommodation so as to defeat the Respondent's claim.

19. This Court finds no infirmity in the aforesaid approach. The Petitioners cannot insist that the Respondent should commence his proposed business from premises situated on the upper floors, merely because such premises may have been acquired by him at an earlier point in time. The question is not merely whether some other property had, at some stage, been owned by the Respondent, but whether any reasonably suitable accommodation was available to him for meeting the requirement pleaded in the eviction petition. The learned ARC has examined this aspect and returned a finding that the Petitioners had failed to establish either the availability or the suitability of the alleged alternative accommodation. Such a finding, being founded upon the material available on record and the settled principles governing the grant of leave to defend, does not warrant interference in revisional jurisdiction.

20. The second contention advanced on behalf of the Petitioners is that the Respondent is engaged in the business of real estate development and, therefore, the requirement pleaded by him for commencing a business involving the sale of hardware goods and tools could not be regarded as *bona fide*. This Court is unable to accept the aforesaid submission. Merely because a landlord is engaged

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in one line of business, the same does not preclude him from intending to commence another business or diversify his existing commercial activities. There is no legal impediment to a landlord seeking possession of his tenanted premises for the purpose of commencing a business different from the one in which he may presently be engaged.

21. The mere fact that the Respondent is engaged in the real estate development business does not, by itself, negate his stated intention of commencing a business dealing in hardware goods and tools. What is required to be examined is whether the requirement pleaded is genuine and whether the material placed on record discloses any circumstance which would render such requirement wholly implausible or lacking in *bona fides*. The Petitioners have not been able to point out any material which would demonstrate that the Respondent's stated intention is merely a pretence or that the eviction petition has been instituted for an oblique purpose. The mere existence of an ongoing business activity cannot be construed as a circumstance which, by itself, gives rise to a triable issue regarding the *bona fide* requirement of the landlord.

22. It is also relevant to reiterate that, at the stage of consideration of an application seeking leave to defend, the tenant is required to disclose such facts as would, if ultimately established, disentitle the landlord from obtaining an order of eviction. The mere raising of assertions, without the necessary factual foundation or supporting material, would not suffice. In the present case, the Petitioners have sought to rely upon past sale transactions and the Respondent's existing business activity to dispute the *bona fide* requirement. However, neither circumstance, independently or collectively, establishes the availability of reasonably suitable alternative

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accommodation or otherwise renders the requirement pleaded by the Respondent doubtful.

23. This Court is, therefore, of the considered view that the learned ARC has duly considered the material contentions raised by the Petitioners, examined the issue of alternative accommodation in the light of the applicable legal principles and returned findings which are supported by the material available on record. The Petitioners have not been able to demonstrate any jurisdictional error, manifest illegality, material irregularity or perversity in the approach adopted by the learned ARC. In effect, the challenge sought to be raised is directed towards inviting this Court to undertake a fresh appreciation of the material on record and substitute its own view for that of the learned ARC, which would amount to exercising appellate jurisdiction, an exercise impermissible within the confines of the proviso to Section 25B(8) of the DRC Act.

24. In view of the foregoing discussion, this Court finds no merit in the grounds of challenge urged on behalf of the Petitioners. The Impugned Order does not suffer from any infirmity warranting interference in the exercise of the revisional jurisdiction of this Court. Accordingly, the present Petition is dismissed.

25. The present Petition, along with pending Application(s), if any, is disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J

NOVEMBER 5, 2026*/pd***DJ/va**

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