

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

Date of decision: 11th JULY, 2022

IN THE MATTER OF:

+ **RC.REV. 411/2019 & CM APPL. 13514/2022**

KULDEEP SINGH BAWEJA

..... Petitioner

Through: Mr. J. P. Sengh, Sr. Advocate with
Mr. Sanjeet Singh, Mr. R. L. Sinha
and Ms. Ishita Mohanty, Advocates.

versus

AMARJEET SINGH KHURANA

..... Respondent

Through: Mr. Anil Sharma, Mr. N.S. Bajwa and
Mr. Sahil Batra, Advocates.

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

SUBRAMONIUM PRASAD, J.

1. The instant revision petition under Section 25-B (8) of the Delhi Rent Control Act, 1958, is directed against the Order dated 07.03.2019, passed by the learned SCJ-cum-Rent Controller (South), Saket Courts, New Delhi, in RC/ARC No.17/2018, dismissing the application filed by the Petitioner herein (*hereinafter referred to as 'the Tenant'*) for leave to defend and consequently allowing the eviction petition (*hereinafter referred to as 'the instant eviction petition'*) filed by the Respondent herein (*hereinafter referred to as 'the Landlord'*) and evicting the Tenant from one shop admeasuring about 210 sq. feet (approximately), having private No. A in property No. G-15, Hauz Khas Market, New Delhi (*hereinafter referred to as 'the tenanted premises'*).

2. The facts, in brief, leading to the instant petition are as under:-
- i. It is stated that the tenanted premises was let out to the Tenant by H.S. Khurana, i.e. the father of the Respondent herein, at a monthly rent of Rs.275/-. It is stated that H.S. Khurana executed a will dated 30.05.1995 in favour of the Respondent herein. It is stated that the father of the Respondent herein passed away on 15.01.1996 leaving behind the Respondent herein and a daughter - Pramjeet Kaur. It is stated that since the wife of H.S. Khurana predeceased him, the Respondent herein became the true and lawful owner of the properties left behind by H.S. Khurana, including the tenanted premises. It is stated that by mutual understanding, the rent of the tenanted premises was increased from time to time and the last rent paid by the Tenant was @ Rs.1,700/- per month.
 - ii. It is stated that the Landlord married twice. Out of his first marriage he has a son, namely, Gurmeet Singh, and out of the second marriage the Landlord has one daughter, namely, Ms. Simran Khurana. It is stated that the relationship between the second wife of the Landlord and his son, i.e. Gurmeet Singh, is not cordial.
 - iii. It is stated that the shop adjoining the tenanted premises, admeasuring 210 Sq. Ft., is occupied by the Landlord himself from where he runs a general provision store under the name and style of M/s Janta Sevak Store. It is further stated that the premises at the back portion of the abovementioned two shops has a common space of about 380 Sq. Ft out of which 300 Sq. Ft. area has been let out to one Diet Clinic Healthcare Pvt. Ltd.

and the remaining 80 Sq. Ft. area has been let out to one Ankit Gulati from where a godown is being run. It is further submitted that the entry to the backside portion of the ground floor and the upper floor till terrace of the entire building is from the backside lane. It is stated that the mezzanine floor of the building having an area of about 300 Sq. Ft. has been let out to one M/s A to Z Infra Service Ltd. It is further stated that the first floor of the building has been occupied by the Landlord wherein he is residing along with his family members, the second floor of the building having an area of about 600 Sq. Ft. has been let out to one Pamasa Mediworld Pvt. Ltd., and the roof of the building has been let out to Bharti Airtel.

- iv. It is stated that the Landlord filed an eviction petition (*hereinafter referred to as 'the earlier eviction petition'*) in 2011 against the Tenant on the ground of requirement of additional space for his own use as well as for his son. It is stated that the application for leave to defend which was filed by the Tenant in the said eviction petition was allowed by the learned Rent Controller on 09.10.2013. However, the said eviction petition was withdrawn by the Landlord on 31.03.2015.
- v. It is stated that the instant eviction petition was filed by the Landlord on 02.04.2018 on the ground that his son - Gurmeet Singh, who is about 27 years of age, is presently unemployed and the Landlord needs the tenanted premises to settle his son by establishing a business of a Bar-be-cue eating house in the tenanted premises.
- vi. It is stated in the eviction petition that the son of the Landlord

was employed at a private firm in Noida, UP, and the commute to and from the firm took up almost four hours and the health of the Landlord's son deteriorated due to extensive travelling and he left the said job to join SARVA Servicescape Pvt. Ltd. at A14/3, Second Floor, Naraina Industrial Area Phase-II, New Delhi as a Telemarketing Executive. It is stated that due to the heavy workload and tremendous pressure, the son of the Landlord was unable to continue with the job. It is stated that the son of the Landlord suffered from acute tuberculosis and had to be hospitalized from 19.07.2016 to 05.09.2016 in Rajan Babu Institute for Pulmonary Medicine and Tuberculosis, GTB Nagar, Delhi.

- vii. It is stated that the Landlord wishes for his son to be established, married and settled in life and for this purpose the tenanted premises is required so that the son of the Landlord can start a business of a Bar-be-cue eating house. It is stated that to open a Bar-be-cue eating house the tenanted premises is most suitable as the same is situated on the ground floor on the front side of the market. It is stated that there is sufficient parking space in front of the tenanted premises and commercial as well as private vehicles have an easy and free access to the tenanted premises. It is further stated that since the tenanted premises is situated just adjacent to the shop of the Landlord, he may also be able to provide necessary assistance to his son.
- viii. It is stated that on issuance of summons, the Tenant filed an application for leave to defend in the instant eviction petition. In the application for leave to defend it was stated by the Tenant

that the Landlord had earlier filed an eviction petition against the Tenant which was later on withdrawn when the leave to defend application in that eviction petition was allowed by the learned Rent Controller. It is, therefore, stated in the application for leave to defend that there is no *bona fide* need of the tenanted premises and the instant eviction petition has been filed on the same ground that had been raised in the earlier petition wherein leave to defend was granted. It is, therefore, stated in the application for leave to defend that leave to defend be granted to the Tenant in the instant eviction petition as the same had been done in the earlier eviction petition. It is further stated in the leave to defend application that the fact that leave to defend had been granted in the earlier eviction petition has been concealed in the instant eviction petition. It is further stated that several properties have been let out by the Landlord to several tenants at a much higher rate in the interregnum of the withdrawal of the earlier eviction petition and filing of the instant eviction petition, and, therefore, the instant eviction petition is only a ruse to evict the Tenant so that the Landlord can let out the tenanted premises to somebody else at a higher rate.

- ix. It is further stated in the leave to defend application that the son of the Landlord, for whom the tenanted premises is required, has never resided with the Landlord because of family disputes, a fact which has also been mentioned in the instant eviction petition. It is stated that the name of the son of the Landlord is not mentioned in the electoral roll of Hauz Khas. It is further

stated that the Landlord had given his son - Gurmeet Singh, in adoption to his sister, Pramjeet Kaur and her husband, Dhanwant Singh and they are the ones who have looked after Gurmeet Singh and raised him. To substantiate his contention, the Tenant has filed documents given by the Principal of Guru Harkishan Public School, where Gurmeet Singh has studied, wherein the name of Dhanwant Singh - husband of Pramjeet Kaur, has been shown as guardian of Gurmeet Singh. It is stated that the relationship between the second wife of the Landlord and Gurmeet Singh has never been cordial, and Gurmeet Singh stays at a different place by paying rent. It is further stated in the leave to defend application that after withdrawal of the earlier eviction petition in 2015 and before instituting the instant eviction petition in 2018, the Landlord has been forging documents to show that Gurmeet Singh is residing with the Landlord. It is further stated that a perusal of all these documents, namely, Driver's Licence, Election Card, etc., would demonstrate that they all have been issued in 2017-2018 just for the purpose of substantiating that Gurmeet Singh is residing with the Landlord at G-15, Hauz Khas. It is stated that the falsity of the abovementioned documents is evident from the fact that as per the medical certificate filed by the Landlord stating that Gurmeet Singh was advised complete bed rest from 09.07.2016 to 19.02.2018 on account of his suffering from Tuberculosis. However, during this period, the driver's licence and the election card of Gurmeet Singh was issued. It is, therefore, stated that these documents were procured only for

the purpose of filing the instant eviction petition. It is further stated in the leave to defend application that the medical certificate produced by the Landlord is false because as per the said certificate the son of the Landlord was advised complete bed rest from 09.07.2016 to 19.02.2018 on account of suffering from Tuberculosis whereas as per the discharge summary, the son of the Landlord was discharged from the hospital on 06.09.2016. It is further stated that as per the discharge summary dated 06.09.2016, the Tuberculosis report of the son of the Landlord shows 'negative' which means that the son of the Landlord was free from Tuberculosis by September 2016 and the medical certificate advising bed rest for the son of the Landlord from 09.07.2016 to 19.02.2018 was forged only to justify the delay of three years in filing the instant eviction petition. It is, therefore, stated that the eviction petition ought to be rejected on this ground only.

- x. It is further stated in the application for leave to defend that the son of the Landlord, for whom the tenanted premises is required, has no experience in running a Bar-be-cue shop. It is also stated that nothing has been placed on record to show that the son of the Landlord has sufficient resources/competence/expertise to run a Bar-be-cue shop. It is further stated in the leave to defend application that the son of the Landlord is not unemployed and he is currently working in a private firm at RZ-24, 21, Gali No.11, Vashist Park, New Delhi.
- xi. The learned Rent Controller, after considering all the facts and

circumstances of the case, dismissed the leave to defend application filed by the Tenant by holding that the Landlord has put forward a case that he wants to establish his son and help him in opening a Bar-be-cue shop, and that this cannot be said to be not *bona fide*. The learned Rent Controller further held that there is nothing to show that the Landlord has given his son on adoption to his sister and her husband. The learned Rent Controller held that the school documents indicate that the name of the Landlord has been mentioned as the father of Gurmeet Singh and Dhanwant Singh has only been shown as a guardian. The learned Rent Controller, therefore, dismissed the leave to defend application of the Tenant on the ground that the Tenant has failed to show that there is any other alternative premises that is available with the Landlord to establish his son by opening a Bar-be-cue shop in that alternate premises.

xii. It is this Order which has been challenged in the instant revision petition.

2. Mr. J. P. Sengh, learned Senior Counsel appearing for the Petitioner/Tenant, vehemently contends that the Landlord has not approached the Court with clean hands. He states that the Landlord had already filed an eviction petition against the Tenant in 2015 on the ground that he requires additional accommodation for his son and the learned Rent Controller granted leave to defend to the Tenant on the ground that the need of additional space for the Landlord can only be ascertained if opportunity is granted to the Tenant to cross-examine the Landlord. He further states that the learned Rent Controller, while allowing the leave to defend application filed by the Tenant in the earlier eviction petition, had held that as to

whether or not the son of the Landlord was living with him could only be ascertained after an opportunity is given to the Tenant to cross-examine the Landlord. He states that the situation remains the same and, therefore, the leave to defend ought to have been granted to the Tenant by the learned Rent Controller in the instant petition as well. He states that admittedly the wife of the Landlord and his son, for whom the tenanted premises is required, are not on talking terms. He states that the son of the Landlord has been staying separately since his childhood and that situation remains unchanged as the son of the Landlord is still living in a rented accommodation. Learned senior Counsel for the Petitioner/Tenant, therefore, states that leave to defend ought to have been granted to the Tenant by the learned Rent Controller to ascertain as to whether Gurmeet Singh indeed wants to run a Bar-be-cue shop adjacent to the shop of the Landlord.

3. Learned senior counsel for the Petitioner/Tenant has further taken this Court through various documents that have been filed along with the instant eviction petition to show that the said documents were forged by the Landlord to show that his son was living in the same premises as the Landlord in order to circumvent the finding in the earlier eviction petition that the Landlord and his son are not on talking terms and the son of the Landlord does not reside with the Landlord. He has taken this Court through the Aadhaar Card of the son of the Landlord - Gurmeet Singh to show that it was prepared after the earlier eviction petition was withdrawn by the Landlord. He has also taken this Court through the driver's licence of Gurmeet Singh to show that it was prepared on 18.09.2017, i.e. after the withdrawal of the earlier eviction petition and before the filing of the instant eviction petition. He has also taken this Court through the election card of Gurmeet Singh to contend that it was also prepared on 27.01.2018, i.e. just

before the filing of the instant eviction petition. He has further taken this Court through the voter's list of Malviya Nagar which does not show the name of the son of the Landlord. He also states that serious doubts can be raised with regard to the letter dated 16.04.2016 filed by the Landlord in the instant eviction petition to show that the son of the Landlord is no longer working at SARVA Servicescape Pvt. Ltd. He states that this letter is concocted and has been procured by the Landlord just to prove that his son is unemployed. He states that for this purpose, the Landlord or Gurmeet Singh will have to step into the witness box to substantiate their contentions.

4. Learned senior Counsel for the Petitioner/Tenant has taken this Court through various lease deeds entered into between the Landlord and other tenants with respect to different portions of the property which fell vacant after the withdrawal of the earlier eviction petition and before the institution of the instant eviction petition to show that if the need of the Landlord was *bona fide* then instead of letting out those properties, the Landlord ought to have given those properties to his son to run a Bar-be-cue shop. He states that *vide* a lease deed dated 25.07.2016, the mezzanine floor of the building having an area of about 300 Sq. Ft. has been let out to one M/s A to Z Infra Service Ltd. He has further taken this Court through a lease deed dated 02.08.2016 by which, out of the total area of 380 Sq. Ft in the back portion of the tenanted premises, 300 Sq. Ft area has been let out to one Diet Clinic Healthcare Pvt. Ltd. He states that this 300 Sq. Ft. area was let out to another tenant on 02.08.2016, i.e. after the withdrawal of the earlier eviction petition and before filing the instant eviction petition. He, therefore, states that if the need of the Landlord was *bona fide* then this shop, which is on the ground floor of the premises, ought not to have been let out by the Landlord and the learned Rent Controller ought to have appreciated this fact and granted leave

to defend the instant eviction petition. He further states that *vide* a lease deed dated 14.07.2017, the second floor of the building having an area of about 600 Sq. Ft. has been let out to one Pamasa Mediworld Pvt. Ltd. Learned Counsel for the Petitioner/Tenant, therefore, submits that all these lease deeds were entered into by the Landlord after the earlier eviction petition was withdrawn and before filing of the instant eviction petition and if the need of the Landlord was *bona fide* then these properties ought not to have been let out by the Landlord. He, therefore, submits that this shows that the need of the Landlord was not *bona fide* and the learned Rent Controller ought to have granted leave to defend to the Tenant.

5. *Per contra*, Mr. Anil Sharma, learned Counsel for the Respondent/Tenant, contends that there is nothing on record to show that the Landlord had given his son up for adoption to his sister and her husband - Dhanwant Singh. He states that in all the documents of the school, the Landlord is shown as the father of Gurmeet Singh, and that Dhanwant Singh and his wife have only been shown as guardians. He states that the letter dated 12.07.2006, written by Dhanwant Singh to the Principal of Guru Harkishan Public School wherein he has stated that Gurmeet Singh is his son, does not establish that Gurmeet Singh was given up for adoption to Dhanwant Singh. He states that the letter dated 12.07.2006 cannot be the sole basis for granting leave to defend as, in the absence of any proof of adoption, it cannot be said that Gurmeet Singh was given up for adoption and, therefore, it becomes clear that Gurmeet Singh is dependent on the Landlord for the purpose of accommodation and livelihood. He has taken this Court through the bank documents of the Landlord showing that the school fee of Gurmeet Singh was being paid by the Landlord. He states that even assuming that Dhanwant Singh has brought up the son of the Landlord

as his own son, then also it does not take away the obligation of the Landlord to establish Gurmeet Singh and settle him in life.

6. Learned Counsel for the Respondent/Landlord further contends that the fact that the name of Gurmeet Singh does not appear in the electoral roll of Malviya Nagar cannot be a reason for granting leave to defend to the Tenant for the reason that the Landlord himself has admitted in the eviction petition that the relationship between the second wife of the Landlord and his son were strained due to which Gurmeet Singh was living separately in a different accommodation. He states that the fact that Gurmeet Singh was not staying with the Landlord does not, in any way, take away the responsibility of a father to establish his son. He further states that the earlier eviction petition which was withdrawn by the Landlord was filed for the purpose of additional space as space was required for the Landlord to accommodate his son. He states that after leave to defend was granted to the Tenant on 09.10.2013, Gurmeet Singh took up a job and the eviction petition was withdrawn by the Landlord because no useful purpose would have been served in continuing the eviction petition. He states that when the son of the Landlord had to leave his job due to his poor health, the Landlord filed the instant eviction petition so that he could establish his son and settle him in life. He states that the Landlord wants the tenanted premises so that his son can start a Bar-be-cue shop in it. He states that the fact that other portions of the premises which became vacant after the earlier eviction petition was withdrawn were let out to other tenants before filing of the instant eviction petition does not mean that the need of the Landlord is not *bona fide* or does not exist. He states that the tenanted premises is most suitable for starting a Bar-be-cue shop and all other portions are not as suitable as the tenanted premises.

7. Mr. Sharma, learned counsel for the Respondent/Landlord, states that the mezzanine floor of the building having an area of about 300 Sq. Ft. which was let out to M/s A to Z Infra Service Ltd *vide* lease deed dated 25.07.2016 is not suitable for opening a Bar-be-cue shop. He further states that 300 Sq. Ft area in the back portion of the tenanted premises which has been let out to one Diet Clinic Healthcare Pvt. Ltd *vide* a lease deed dated 02.08.2016 is also not suitable for opening a Bar-be-cue shop as the same is in the back side of the lane. He states that the second floor of the building having an area of about 600 Sq. Ft. which has been let out to one Pamasa Mediworld Pvt. Ltd *vide* a lease deed dated 14.07.2017 is also not suitable for opening a Bar-be-cue shop as it is on the second floor, and clients, more so old clients, would find it difficult to climb to second floor for entering the Bar-be-cue shop. He states that for the purpose of opening a Bar-be-cue shop, the ground floor is most suitable.

8. Heard Mr. J. P. Sengh, learned Senior Counsel appearing for the Petitioner/Tenant, Mr. Anil Sharma, learned Counsel for the Respondent/Tenant, and perused the material on record.

9. The short question which arises for consideration in the present case is whether the application for leave to defend filed by the Tenant ought to have been allowed by the learned Rent Controller or not. The contentions raised by the Tenant in the leave to defend application are as under:

- a) that in the earlier eviction petition, which had been filed by the Landlord on the ground of *bona fide* requirement, leave to defend was granted to the Tenant on the ground that the Landlord was not on good terms with his son, and the contention as to whether space that was already available with the landlord for running a business was sufficient and if additional space would be required

were facts that needed cross-examination. It is the averment of the Tenant that the said reasons exist even today and, therefore, leave to defend ought to have been granted by the learned Rent Controller in the instant eviction petition as well.

- b) that the relationship between the wife of the Landlord and his son is not cordial, and the son of the Landlord is not residing with him in the same premises. Therefore, the need sought in the eviction petition is only a ruse to evict the Tenant from the tenanted premises so that the same can be let out to some other person at a higher rate.
- c) that the landlord has alternate accommodation as many other portions in the building which fell vacant after the earlier eviction petition was withdrawn on 31.03.2015 and before the institution of the instant eviction petition on 02.04.2018 could have been given by the Landlord to his son for starting his business.
- d) that the Landlord has not come before this Court with clean hands inasmuch as he has concocted the documents to show that the Landlord and his son are residing in the same premises, i.e. G-15 Hauz Khas.

10. As far as the first ground of the Tenant is concerned, the Landlord has filed the earlier eviction petition contending that he is running a shop just adjacent to the tenanted premises and he requires the tenanted premises for expanding his business. The learned Rent Controller *vide* Order dated 09.10.2013 granted leave to defend to the Tenant holding that it has to be proven as to whether the relationship between the Landlord and his son are so cordial that they can conduct a business together and further it has to be

tested as to whether the place which is available to the Landlord is sufficient or not for carrying out the business. The said eviction petition was withdrawn on 31.03.2015. The learned Counsel for the Respondent/Landlord is correct in contending that the son of the Landlord got a job at a private firm in Noida and the earlier eviction petition was withdrawn on 31.03.2015, i.e. after about one-and-a-half years from the date of grant of leave to defend, as the purpose for which the said eviction petition was filed no longer survived. It is contended that the son of the Landlord left his job due to poor health and that the tenanted premises is required by the Landlord so that he can establish his son.

11. The instant eviction petition has been instituted by the Landlord so that he can establish his son by opening a Bar-be-cue shop in the tenanted premises, unlike the earlier eviction petition which had been filed for additional accommodation. The instant eviction petition has been filed on the ground that the Landlord wants to establish his son by setting up a Bar-be-cue shop in the tenanted premises. The consideration in both the cases are different and, therefore, it is not necessary for the Landlord to be called to the witness box to ascertain as to whether the relationship between him and his son is cordial or not. Further, documents have been produced by the Landlord to show that his son was removed from his job and there is no necessity to disbelieve the said statement. It is not the case of the Tenant that the son of the Landlord, Gurmeet Singh, is continuing in the job even after 2016. Just by stating that the letter dated 16.04.2016, given by SARVA Servicescape Pvt. Ltd. (the employer of Gurmeet Singh) stating that Gurmeet Singh is no longer working with SARVA Servicescape Pvt. Ltd., cannot be believed, is no ground to grant leave to defend to the Tenant. Some material ought to have been given by the Tenant to demonstrate that

the son of the Landlord was continuing in the same job even after 2016, in which case the Court would have granted leave to defend to the Tenant. Just stating that Gurmeet Singh is still working at RZ-24, 21, Gali No.11, Vashisht Park, New Delhi, is not sufficient for grant of leave to defend without producing any documents to substantiate the same.

12. The Apex Court in Joginder Pal v. Naval Kishore Behal, (2002) 5 SCC 397, has observed as under:

" 24. Keeping in view the social or socio-religious milieu and practices prevalent in a particular section of society or a particular region, to which the landlord belongs, it may be the obligation of the landlord to settle a person closely connected with him to make him economically independent so as to support himself and/or the landlord. To discharge such obligation the landlord may require the tenancy premises and such requirement would be the requirement of the landlord. If the requirement is of actual user of the premises by a person other than the landlord himself the court shall with circumspection inquire: (i) whether the requirement of such person can be considered to be the requirement of the landlord, and (ii) whether there is a close interrelation or identity nexus between such person and the landlord so as to satisfy the requirement of the first query. Applying the abovesaid tests to the facts of the present case it is clear that the tenancy premises are required for the office of the landlord's son who is a chartered accountant. It is the moral obligation of the landlord to settle his son well in his life and to contribute his best to see him economically independent. The landlord is not going to let out the premises to his son and though the son would run his office in the premises the possession would continue with the landlord and in a sense the actual occupation by the son would be the occupation by the landlord himself. It is the landlord who requires the premises for his son and in substance

the user would be by the landlord for his son's office. The case squarely falls within the scope of Section 13(3)(a)(ii) of the Act."

13. The need of the Landlord to establish his son, even when the relationship between his son and his second wife are strained, cannot be said to be not bona fide and in fact it is the moral obligation of a father to establish his son and settle him in life. It is also well-settled that in case the Landlord does not use the tenanted premises for the purpose of opening a Bar-be-cue shop for his son, it is always open for the Tenant to invoke Section 19 of the Delhi Rent Control Act, 1958, to get back the possession of the tenanted premises. Section 19 of the Delhi Rent Control Act, 1958, affords adequate protection to the Tenant against unscrupulous landlords who get the tenanted premises vacated on the false premise that the property is required for their bona fide need or for the need of other persons who are dependent on the landlord.

14. From the facts of this case it is evident that the landlord/Respondent is the owner of several commercial properties, many of which are already on rent. It is the specific case of the Landlord that only the tenanted premises is suitable for opening a Bar-be-cue shop, as it is the only premises on the ground floor. If not for these averments, the present case would have been a fit case for granting leave to defend, especially in view of the fact that many of the leases of the other commercial properties had expired/were renewed in the recent past. Any of these shops/commercial properties could have been given to his son - Gurmeet Singh, but were not given because only the tenanted premises, which is on the ground floor, was suitable for the proposed Bar-be-cue business. Therefore, if it is found that the Respondent/Landlord is using the tenanted premises for any reason other

than running a Bar-be-cue shop, he would be liable to return the possession of the tenanted premises to the Tenant.

15. The next ground raised by the Tenant is that the Landlord has given his son up for adoption to his sister and her husband, Dhanwant Singh. The Tenant has relied upon a letter dated 12.07.2006 written by Dhanwant Singh to the Principal of Guru Harkishan Public School wherein he has stated that Gurmeet Singh is his son. This Court in Anil Kumar Gupta v. Deepika Verma, **2015 SCC OnLine Del 12847**, had defined what constituted as a 'dependent' in terms of Section 14(1)(e) of the Delhi Rent Control Act, 1958. The relevant portion of the said judgment is as under:

" 12. Customarily or in common parlance a dependent would be defined as any person who is reliant on another either for financial or physical support for sustenance of life. It is pertinent to note that the word dependent or as to what constitutes a family has nowhere been defined in the Delhi Rent Control Act. Rather, the legislators consciously and deliberately have used the words "any member of family dependent on the landlord" instead of defining a clear degree of relations so as to construe a wider meaning to the aforesaid words as man is a social creature and part of a complex societal system involving myriad of relations from which he cannot be isolated. It is significant to understand that the dependency is not restricted to financial or physical but will also include emotional reliance on another person. Reliance in this regard is placed on the findings of this court in Jhalani Tools (India) Pvt. Ltd. v. B.K. Soni; AIR 1994 Delhi 167, wherein the court observed that the social set up of our society is such where a married daughter continues to enjoy a place of pride in her maternal home and therefore while considering the requirement of the landlord her married daughter and her expected visits cannot be lost sight of. Similarly in Sain Dass v. Madan Lal; 1972 Ren CJ (SN) 8 (Delhi), this Court

has acknowledged that the word "himself" has to be construed to mean "himself" as cohabiting with his family members with whom he is normally accustomed to live. Therefore, contrary to the submissions of the learned counsel for the petitioner financial or physical incapacitation cannot be the sole premises for determining dependency on another.

13. The Honorable Supreme Court in Corporation of the City of Nagpur v. The Nagpur Handloom Cloth Market Co. Ltd., AIR (1963) SC 1192 while interpreting the word "Family" observed as under:

"But the expression 'family' has according to the contest in which it occurs, a variable connotation. It does not in the setting of the rules postulate the existence of relationship either of blood or by marriage between the persons residing in the tenement Even a single person may be regarded as a family, and a master and servant would also be so regarded."

14. As it crystallizes from the aforesaid the word dependent cannot be constructed in a narrow and literal manner. The same have to be interpreted judiciously keeping in mind the intent of the legislators. As discussed above the words used under S.14(1)(e), are "any member of family dependent on him" which would include the daughter in law who in the instant matter is dependent on her mother in law/landlady (respondent herein) and on account of sharing of residence both the daughter in law and the respondent are physically, emotionally and financially inter-dependent. "

16. A perusal of all the school records shows that the name of the Landlord is mentioned as the father of Gurmeet Singh and the name of Dhanwant Singh is mentioned as a guardian of Grumeet Singh. The bank

documents filed along with the eviction petition shows that the school fee of Gurmeet Singh was being paid by the Landlord. Nothing has been filed to show that Gurmeet Singh was adopted by Dhanwant Singh. Just because in the letter dated 12.07.2006 Dhanwant Singh has described himself as the father of Gurmeet Singh does not, in any way, raise a triable issue in the face of overwhelming documents which are on record wherein the Landlord is being shown as the father of Gurmeet Singh. Just because the relationship between the wife of the Landlord and his son has soured and the son of the Landlord is living separately, it would not lead to the inference that the Landlord is not obliged to ensure that his son gets settled. For this purpose, it is not necessary to bring the Landlord to the witness box.

17. The averment of the Tenant that the Landlord has not come with clean hands before this Court, and that the documents, i.e. Aadhaar Card, Driver's Licence, etc. have been concocted just to show that Gurmeet Singh resides with the Landlord, also does not raise any triable issue. It is further to be noted that these documents have been tested by the learned Rent Controller in the inquiry conducted by him and all the documents have been found to be genuine.

18. The contention of the Tenant that after withdrawal of the earlier eviction petition on 31.03.2015 and before instituting the instant eviction petition, other portions of the building have been given on rent to other tenants by the Landlord and that the Landlord could have used any of those portions for establishing his son, also does not raise any triable issue. As stated in the eviction petition, the son of the Landlord wants to start a Bar-be-cue shop. The tenanted premises is situated on the ground floor of the front lane and is accessible to both commercial and private vehicles. Therefore, the tenanted premises is most suitable for running a Bar-be-cue

shop.

19. It is well settled that a tenant cannot dictate as to which of the premises is more suitable for the landlord to conduct his business and it is always the choice of the Landlord to establish his son in a premises which is most suitable to him. As stated earlier, the tenanted premises faces the market road and is, therefore, more conducive to run a business.

20. The Apex Court in Anil Bajaj v. Vinod Ahuja, (2014) 15 SCC 610, has reiterated that it is not for the tenant to dictate the terms of establishing a business to the landlord and advise him as to what he should do and what he should not do. The relevant portion of the aforementioned judgment has been reproduced as follows :

“6. In the present case it is clear that while the landlord (Appellant 1) is carrying on his business from a shop premise located in a narrow lane, the tenant is in occupation of the premises located on the main road which the landlord considers to be more suitable for his own business. The materials on record, in fact, disclose that the landlord had offered to the tenant the premises located in the narrow lane in exchange for the tenanted premises which offer was declined by the tenant. It is not the tenant's case that the landlord, Appellant 1, does not propose to utilise the tenanted premises from which eviction is sought for the purposes of his business. It is also not the tenant's case that the landlord proposes to rent out/keep vacant the tenanted premises after obtaining possession thereof or to use the same in any way inconsistent with the need of the landlord. What the tenant contends is that the landlord has several other shop houses from which he is carrying on different businesses and further that the landlord has other premises from where the business proposed from the tenanted premises can be effectively carried

out. It would hardly require any reiteration of the settled principle of law that it is not for the tenant to dictate to the landlord as to how the property belonging to the landlord should be utilised by him for the purpose of his business. Also, the fact that the landlord is doing business from various other premises cannot foreclose his right to seek eviction from the tenanted premises so long as he intends to use the said tenanted premises for his own business. (emphasis supplied)

21. Similarly, this Court in Anil Jain v. Bhagwan Shankar Khanna, 2014 SCC OnLine Del 3855, has held as follows :

“11 (c)....This Court is in agreement with the reasoning and finding of the learned ARC. Moreover, it is well settled that a landlord is the best judge of his requirement. It is neither open for the Court or for the tenant to dictate terms to the landlord. Furthermore, the contention of the tenant that the son in the past never intended to start such a business and that too from a small bye lane situated in old Delhi which has no potential for such business is without any merit. A tenant cannot be permitted to dictate terms to the landlord as to the suitability of the premises for purposes under which the eviction is sought. Therefore, the finding of the learned ARC does not warrant any interference by this Court.”

22. Flowing from the above, it is settled that the Landlord is the best judge of his requirements, and he also has the complete authority to prioritize the needs of his family and those who are dependent on him over any hardship that might be caused to the tenant on eviction. In the instant case, the son of the Landlord is currently unemployed, has no source of income and is

dependent on his father. Therefore, it cannot be said that the requirement of the Landlord is not bona-fide.

23. In view of the above, this Court is of the opinion that the Tenant has failed to raise any triable issue and the Order dated dated 07.03.2019, passed by the learned SCJ-cum-Rent Controller (South), Saket Courts, New Delhi, in RC/ARC No.17/2018, does not require any interference from this Court.

24. Accordingly, the instant revision petition is dismissed, along with all the pending application(s), if any.

SUBRAMONIUM PRASAD, J.

JULY 11, 2022

Rahul

नात्यमेव जयते