



2026:DHC:771



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

Reserved on: December 17, 2025

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Pronounced on: January 31, 2026

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RC.REV. 175/2024, CM APPL. 37667/2024

SMT MEENU CHAURASIA

.....Petitioner

Through: Mr. Shiv Charan Garg, Advocate

Versus

SHRI ANKIT GUPTA

.....Respondent

Through: Ms. Shalini Kapoor, Ms. Divyanshi Saxena and Mr. Udit Bhatiani, Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioner/ landlord¹ filed an Eviction Petition under *Section 14(1)(e)* read with *Section 25B* of the Delhi Rent Control Act, 1958² before the learned Additional Rent Controller, Central District, Tis Hazari Courts, Delhi³ seeking eviction of the respondent/ tenant⁴ from the shop/ hall/ godown forming part of property no.588, Gali Bal Mukund, Bazar Sita Ram, Delhi-110 006 as per Site Plan⁵.

2. *Succinctly put*, as per petitioner before the learned ARC, the subject premises was originally let out by the erstwhile owners to Lala Bishambhar Nath Hem Chand, and in the year 2012, the petitioner having purchased the entire subject property bearing no.588, Gali Bal Mukund, Bazar Sita Ram, Delhi-110006⁶ by way of a Registered Sale Deed dated 19.09.2012 stepped into the shoes of the landlord and the respondent, Ankit Gupta C/o

¹ Hereinafter referred to as '*petitioner*'

² Hereinafter referred to as '*DRC Act*'

³ Hereinafter referred to as '*ARC*'

⁴ Hereinafter referred to as '*respondent*'

⁵ Hereinafter referred to as '*subject premises*'

⁶ Hereinafter referred to as '*subject property*'



Bishambhar Nath Hem Chand, commenced paying rent to the petitioner.

3. As per petitioner, she is a widow suffering from various health ailments and was residing in the subject property along with her only son and his family, as also her son lost his employment during the Covid-19 pandemic. It was therefore that she intended to start a small business for him from the subject premises. Since, barring the same, she owned no other property in Delhi, she had no *alternative accommodation*, wherefrom such business could be carried on, she was in *bona fide requirement* of the subject premises.

4. It was the case of the respondent, *primarily*, that the Eviction Petition was wrongly filed against him in his personal capacity and not against the actual tenant i.e., a partnership firm, namely M/s. Bishambhar Nath Hem Chand⁷, that the petitioner was not residing at the subject property rather was residing elsewhere since her marriage, that the petitioner had filed an incorrect Site Plan, that she had concealed the existence of other properties available with her, and that there were two shops and a godown lying vacant on the first three floors of the subject property.

5. *Vide* order dated 22.01.2024⁸, the learned ARC after holding that the respondent was able to raise triable issues, allowed the respondent's application for leave to defend.

6. Thus, the petitioner has preferred the present revision petition seeking setting aside of the impugned order dated 22.01.2024 passed by the learned ARC.

7. As per learned counsel for the petitioner, the respondent failed to

⁷ Hereinafter referred to as '*partnership firm*'

⁸ Hereinafter referred to as '*impugned order*'



raise any genuine triable issue as there existed no *landlord tenant relationship* between the petitioner and the partnership firm of the subject premises as the tenancy, from the very inception, was in respect of two individuals namely Bishambhar Nath and Hem Chand, and that the respondent became the tenant thereof only by inheritance. In furtherance of the same, he submitted that the respondent himself had placed on record the Partnership Deed dated 01.07.2021, which clearly establishes that no partnership firm existed prior thereto.

8. Learned counsel next submitted that even if the respondent's contention is accepted that the partnership firm was the tenant of the subject premises, then too, in view of *Section 42(c)* of the Partnership Act, 1932, the said partnership stood dissolved upon the death of its partner. The learned counsel further submitted that, in any event, the respondent, himself being a partner of the said firm was competent to contest the Eviction Petition on its behalf and thus there was no triable issue arose on this aspect. Reliance was placed upon *Murli Dhar vs. Chunni Lal*⁹, *M/s Chhotelal Pyarelal, The Partnership Firm and others vs. Shikarchand*¹⁰, *Ashok Transport Agency vs. Awadhesh Kumar and Anr.*¹¹

9. With regards to the aspect of *bona fide requirement* and availability of *alternative accommodation*, learned counsel submitted that once a landlord approaches the Court seeking eviction on the ground of *bona fide requirement*, such requirement is presumed to be genuine, and the burden lies entirely on the tenant to rebut the said presumption, however, the learned ARC notwithstanding the said principle has erroneously raised the

⁹ 1963 LawSuit(SC)289

¹⁰ (1984) 4 SCC 343

¹¹ (1998) 5 SCC 567



triable issues qua the said aspects despite the tenant having failed to place any cogent material on record to dislodge the said presumption.

10. *Per contra*, learned counsel for the respondent, supporting the impugned order, submitted that the respondent was able to raise various triable issues before the learned ARC touching upon the very maintainability of the Eviction Petition, *bona fide requirement* and availability of *alterative accommodation*, which necessitated adjudication in a trial. The learned counsel submitted that the learned ARC had passed a well-reasoned order requiring no interference by this Court, much less in the revisionary jurisdiction.

11. This Court has heard learned counsel for the parties as also gone through the pleadings and the documents on record as also the judgments cited at Bar.

12. The duly registered Sale Deed dated 19.09.2012 by virtue whereof the petitioner acquired the subject property, along with the other related chain of title documents produced by the petitioner herself before the learned ARC only show that the subject premises was under the tenancy of a partnership firm. The same is contrary to the case of the petitioner sought to be portrayed by the learned counsel for the petitioner herein as it is in sync with the case set up by the respondent. Moreover, the very same petitioner has himself also filed a copy of the counter foil of the receipt, which as per her own reply “... ..shows that M/s Bishamber Nath Hem Chand was a tenant in the said property... ..”. Therefore, the initiation of the eviction proceedings by the petitioner was/ is not against the (actual) tenant. Since the same is shrouded in mystery, as there are two distinct entities recognised by the petitioner herself, which, in fact, goes to the root



of the matter, it does give rise to a *triable issue*.

13. Although it was always the case of the petitioner before the learned ARC that there was no partnership firm, who was her tenant, however, now the petitioner asserts that the respondent being himself a partner of the partnership firm, could represent the partnership firm. Clearly, the petitioner is trying to sail in two boats by modifying her actual case, to overcome deficiencies. As such, and since the issue was/ is of there being a partnership firm as a tenant, reliance placed on *Murli Dhar (supra)*, *M/s Chhotelal Pyarelal (supra)*, *Ashok Transport Agency (supra)* is clearly misplaced. Even otherwise, the same is also a *triable issue*.

14. Further, the petitioner has never controverted the respondent's assertions regarding the availability of four vacant shops on the ground floor of the property bearing no.1927, Gali Lehswa, Mohalla Imli, Kucha Pati Ram, Delhi-110 006. So, there is a cloud over the aspects of (non-) availability of *alternative accommodation* with the petitioner. This again gives rise to a *triable issue*.

15. Therefore, in view of what has been held by the Hon'ble Supreme Court in *Sarla Ahuja vs. United India Insurance Co. Ltd.*¹² and *Abid-Ul-Islam vs. Inder Sain Dua*¹³, since this is not a case calling for interference, the present revision petition along with pending applications, if any, is dismissed with no orders as to costs.

SAURABH BANERJEE, J.

JANUARY 31, 2026/Ab/GA

¹² (1998) 8 SCC 119

¹³ (2022) 6 SCC 30