



* IN THE HIGH COURT OF DELHI AT NEW DELHI

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Reserved on: December 17, 2025
Pronounced on: January 09, 2026

+ **RC.REV. 52/2020, CM APPL. 3045/2020**

M/S MEGA OVERSEAS PVT LTDPetitioner

Through: Mr. Akhil Mittal, Ms. Shayna Das
 Pattanayk, Ms. Archie Garg and Ms.
 Riddhi Jain, Advs. (M-9212504099)

Versus

RAHUL GOELRespondent

Through: Ms. Deepika V. Marwah, Sr.
 Advocate with Mr. Abhinav Sharma,
 Mr. Mahender Shukla, Ms. Raunika
 Johar and Mr. Tanishq Sharma,
 Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

JUDGMENT

1. The respondent/ landlord¹ filed an Eviction Petition being E.P. No.78636/2016 under *Section 14(1)(e)* read with *Section 25(B)* of the Delhi Rent Control Act, 1958², against the petitioner/ tenant³ before the learned Additional Rent Controller-01, Central District, Tis Harari Courts, Delhi⁴, seeking eviction from property bearing no.4980/40, ground floor, front portion, Netaji Subhash Marg, Darya Ganj, New Delhi-110 002.⁵
2. *Succinctly put*, it was the case of the landlord therein that the subject

¹ Hereinafter referred to as “*landlord*”

² Hereinafter referred to as “*DRC Act*”

³ Hereinafter referred to as “*tenant*”

⁴ Hereinafter referred to as “*learned ARC*”

⁵ Hereinafter referred to as “*subject premises*”



premises earlier belonged to his late grandfather, Sh. Mangal Sen, however, subsequent to his death, by virtue of a Will dated 14.05.1990 (*Will*), the same came into the share of his late father, Sh. Ramesh Goyal. Thereafter, based on the said Will, in a Suit for declaration bearing no.307/1998 entitled '*Harish Goel vs. Rajeshwar Goel & Anr*'. *vide* order/ judgment dated 08.12.1999 (*judgment*), the interests/ rights *qua* the subject premises which came to the share of his father was affirmed. Subsequent to the demise of his father Sh. Ramesh Goyal, to demarcate the respective shares of his legal heirs, namely Sh. Neeraj Goel, Smt. Manju Goel and the landlord, they entered into a Memorandum of Settlement dated 16.07.2012 (*MoS*), whereafter a Memorandum of Understanding dated 05.12.2014 (*MoU*) was also executed *inter se* the landlord and his uncle Sh. Harish Goel. Based thereon, he became the owner/ landlord of a portion of the subject premises, i.e., 75% of the tenancy.

3. As per landlord, the tenant was initially inducted in the subject premises by his late grandfather Sh. Mangal Sen, and after his demise, he was paying the rent to his uncle Sh. Harish Goel and Smt. Manju Goel. As such, since there was severance of estate and a huge portion of the tenancy fell to his share, he issued a letter dated 08.12.2014 (*letter*) to the tenant requesting him to attorn the tenancy in his favour, however, despite due receipt, the tenant did not attorn the landlord. Additionally, till recently, the landlord was assisting his mother in her business of electronics with his brother Sh. Neeraj Goel, however, owing to disputes between them, they could no longer continue working together. Further, as he had gained experience and intended to start his own business, there was a *bona fide requirement* for the subject premises as the same was in the locality where



there were various other shops selling electronic goods, and as he had no *suitable alternative accommodation(s)* available with him.

4. After service, in its application under *Section(s) 25B(4) and 25B(5)* of the DRC Act seeking leave to defend, the tenant denied the unregistered MoS and MoU and the letter, as also the *landlord tenant relationship* as it was tendering the rent to Sh. Harish Goel and Smt. Manju Goel. Also, the Site Plan filed by the landlord was incorrect and bereft of material particulars of all the accommodations in the entire property where the subject premises was situated. Further, the Eviction Petition was not maintainable as the landlord could not claim ownership and eviction *qua* the three separate tenanted shops, and since there was no partition by metes and bounds in terms of settled law, partial eviction was not permissible under the DRC Act. Also, as per tenant, since the landlord became the owner of the subject premises by virtue of the MoU, the Eviction Petition was not maintainable in view of *Section 14(6)* of the DRC Act as it had been filed within *five years* thereof. Lastly, the landlord was already running two businesses and there was no description of the new business which he intended to commence. More so, the landlord already had suitable and sufficient *alternative accommodation(s)* in the same property where the subject premises was situated as also various shops in Chandni Chowk and Lajpat Nagar, as well.

5. In response thereto, as per landlord, the Eviction Petition was maintainable as a single proceeding with respect to a composite and indivisible tenancy covering the entire front portion/ a single tenanted unit, i.e., subject premises and the tenant was in occupation of an undivided area without any internal partitions, despite there being three shutters due to the



size of the premises. The entire property where the subject premises was situated, having other accommodations were either occupied or belonged to the other members of his family by virtue of the said Will.

6. Thereafter, the learned ARC *vide* an order dated 23.09.2019⁶, after holding that on account of admission and severance of estate there existed a *landlord tenant relationship* between the parties and there was a genuine *bona fide requirement* of the subject premises by the landlord, passed an order of eviction in favour of the landlord.

7. Aggrieved thereby, the tenant filed the present revision petition seeking setting aside of the impugned order dated 23.09.2019 passed by the learned ARC.

8. This Court *vide* order dated 27.01.2020 granted stay on the execution arising out of the impugned order dated 23.09.2019, and thereafter *vide* order dated 10.12.2024 fixed the use and occupation charges, which was rectified later on *vide* subsequent order dated 13.02.2025.

9. Mr. Akhil Mittal, learned counsel for the tenant submitted that since the landlord sought eviction of 75% of the single composite tenancy of the tenant without remaining 25% of the tenancy without any physical partition by metes and bounds between the landlord and others, partial eviction *qua* the subject premises was not maintainable. In view of the MoS and MoU being unregistered a full-fledged trial was called for. In support thereof, the learned counsel relied upon *Sayesh Chandra Sarkar vs. Haji Jillar Rahman*⁷, *Keshav Prasad Singh Bahadur of Damraon vs. Mathura Kaur*

⁶ Hereinafter referred to as "*impugned order*"

⁷ 1918 (27) Calcutta Law Journal 438



& Ors.⁸, Nani Bai vs. Gita Bai Kom Rama Gunge⁹, Jawahar Lal vs. Ravinder Kumar Khanna & Anr.¹⁰, Vinod Ahuja vs. Anil Bajaj & Anr.¹¹, Sukh Dev Raj Sharma vs. Kuljeet Singh Jass¹², O.P. Gupta vs. R.K. Sharma,¹³ Gopal Das & Sons vs. Dinseshwar Nath Kedar¹⁴ and Sh. Najmul Arafeen Chawla & Anr. vs. Dr. Mohd. Najeeb.¹⁵

10. Mr. Akhil Mittal, learned counsel then disputed the Site Plan filed by the landlord and submitted that no positive material was placed to show his *bona fide requirement* being honest and genuine or that *alternative accommodation(s)* within the property where the subject premises was situated and at multiple places in Delhi, which could not satisfy his *bona fide requirement*. Barring the aforesaid, Mr. Akhil Mittal, learned counsel did not raise and/ or press any other issues.

11. *Per Contra*, Ms. Deepika V. Marwah, learned counsel for the landlord, supporting the impugned order, submitted that there was severance of estate by virtue of the judgment whereby the Will was legally affirmed and decreed, and it was thereafter that both MoS and MoU demarcated the respective shares of the legal heirs of late Sh. Ramesh Goyal whereby the landlord herein acquired 75% of the share of the tenancy. The learned counsel placed reliance upon *SK Sattar SK Mohd. Chowdhary vs. Gundappa Amabadas Bukate¹⁶, Sait Nagjee Purushotam*

⁸ AIR 1922 Patna 608-69 Indian Cases 704

⁹ AIR 1958 SC 706

¹⁰ 2012 (195) DLT 239

¹¹ 2012 (194) DLT 203

¹² 2012 (195) DLT 56

¹³ 2001 (90) DLT 276

¹⁴ 2012 (133) DRJ 468

¹⁵ 2025 (318) DLT 631

¹⁶ (1996) 6 SCC 373



& Co.Ltd. vs. Vimalabai Prabhulal & Ors.¹⁷ and A.K. Nayar vs. Mahesh Prasad.¹⁸

12. Regarding *alternative accommodation(s)* Ms. Deepika V. Marwah submitted that the tenant is trying to reagitate the same contentions which have been dealt in great detail by the learned ARC in the impugned order.

13. Heard learned counsel for the parties and gone through the documents and pleadings on record as also the judgments cited.

14. The moot issue for consideration herein is *qua* maintainability of the Eviction Petition whereby the landlord was/ is seeking eviction of the tenant from the subject premises situated at the ground floor, i.e. 75% of the tenancy, without the remaining 25% of the same. In effect, is a partial eviction of the subject premises permissible under the eyes of law without there being a partition *inter se* the owners by metes and bounds.

15. The law as laid down by the Hon'ble Supreme Court in ***SK Sattar SK Mohd. Chowdhary (supra)*** it set out as under:-

“13. This section contemplates a transfer as a result of which the property is divided into several shares and each share comes to be vested separately in each owner. In such a situation, each of the several owners will be entitled to his share of the rent or benefit of any other obligation relating to the property as a whole. But before the tenant can be required to split up the rent and pay separately to each owner, he has to be informed of the transfer by a notice Which, by itself, will be sufficient to convert the single obligation into several obligations and he will be liable to pay rent to each co-sharer separately.”

(Emphasis Supplied)

16. *Admittedly*, since the tenant in the present proceedings had first

¹⁷ (2005) 8 SCC 252

¹⁸ 2008 SCC OnLine Del 1025



accepted Mr. Mangal Sen, late grandfather of the landlord as its landlord and subsequent to his death was paying rent to his uncle Sh. Harish Goel and Smt. Manju Devi by operation of law, as also since the Will has also been affirmed *vide* the subsequent judgment, there can be no dispute that the subject premises, i.e., 75% of the tenancy, came to the share of Sh. Ramesh Goel, late father of the landlord. Therefore, the *landlord tenant relationship* between the parties stood established. Later, by virtue of execution of both MoS and MoU, the subject premises, i.e., 75% of the tenancy, fell within the share of the landlord.

17. In fact, while dealing with the aforesaid, the learned ARC has held in the impugned order as under:-

“69. It has been contended by the respondent that the petitioner is seeking partial eviction from the tenanted premises which is not permissible. It is argued that splitting of tenancy cannot be permitted. In this context, the respondent has relied upon the decision of the Hon'ble Supreme Court in the case of S.K. Sattar S.K. Mohd. Chowdhary Vs. Gundappa Amabadas Bukate AIR 1997 SC 998.

70. The Hon'ble Supreme Court in the aforementioned case of S.K. Sattar held that tenancy cannot be split up either in estate of in rent or any other obligation by unilateral Act of one of the co-owners. It was held that if, however, all the co-owners or co-lessors agree and split by partition, the property by metes and bounds and come to have definite, positive and identifiable shares in that property, they become separate individual owners of each severed portion and can deal with that portion as also the tenant thereof as individual owner/lessor.

71. The portion in possession of the respondent is what has been shown in the site plan on page no. 15 of the documents



accompanying the eviction petition. The respondent has the portion shown in red color and also the portion described as 25% of Mr. Harish Goyal. The portion in possession of the respondent has been split by partition between the petitioner and Mr. Harish Goyal by virtue of the Will of Mr. Mangal Sen and the Memorandum of Understanding dated 05.12.2014. The respondent is not entitled to challenge the Memorandum of Understanding. In this regard, reliance is placed upon the decision of the Hon'ble High Court in the case of A.K. Nayar Vs. Mahesh Prasad 153 (2008) DL T 423.

72. *In the rejoinder filed by the respondent, it has denied for want of knowledge that properties of Late Mr. Mangal Sen Goel were divided amongst his legal heirs, that there was a partition between the sons and wife of Late Mr. Ramesh Gael, terms of which were reduced in writing by executing a Memorandum of Family Settlement and that a second Memorandum of Partition was acted upon by and between the parties. In the case of Muddasani Vankatta Narsaiah Vs. Muddasani Sarojana Civil Appeal No. 4816 of 2016 decided by the Hon'ble Supreme Court on 05.05.2016, it was held that denial for want of knowledge is no denial at all. In view of this decision of the Hon'ble Supreme Court, the denial by the respondent that the property in its possession has been divided between the petitioner and Mr. Harish Goel by metes and bounds is no denial at all."*

18. In view of the aforesaid detailed analysis and findings rendered by the learned ARC, with which this Court is in agreement with, it is well-established that the Will affirms that the landlord is incontrovertibly a co-owner of the subject premises, i.e. 75% of the tenancy, and for which he also sent a letter of attornment dated 08.12.2014 to the tenant for intimating that the rent for the same ought to be paid to the landlord. As such, in view of what has been held by the Hon'ble Supreme Court in **Indian Umbrella**



Manufacturing Co. vs. Bhagabandei Agarwalla (dead) by Lrs. Smt. Savitri Agarwalla & Ors.¹⁹ since an Eviction Petition of a premises filed by a co-owner, independently, is very much maintainable, the one filed by the landlord was very much maintainable. Even sans the MoS and/ or MoU also, it is apparent that the estate stood severed the moment the Will was affirmed and the subject premises was “*transferred/ conveyed*” to the late father of the landlord, Sh. Ramesh Goel, and subsequent to his demise, the same devolved upon his legal heirs including the landlord.

19. Moreover, since the tenant had/ has merely raised a bald and superfluous contention regarding the subject premises which were in fact three different shops which called for filing of three different Eviction Petition(s) by the landlord, cannot be taken into consideration. More so, since it was never the case of the tenant that there ever were/ was a partition/ demarcation of the alleged three shops on the subject premises. Thus, as held in **Baldev Singh Bajwa vs. Monish Saini**²⁰ and **Ramesh Chand vs. Uganti Devi**²¹, such bald assertions without any cogent proof, being unsubstantiated, are without any merit.

20. Similar is the position *qua* the Site Plan, as the tenant had/ has never filed any counter Site Plan and/ or given any material reasoning(s) to dispute the same. The same, thus, cuts no ice. In fact, this Court is in agreement with the findings rendered by the learned ARC in the impugned order to the effect that “... *...without such site plan being filed, the mere contentions raised to this effect will be considered meritless. In view of these decisions, the allegation of the respondent with respect to the site*

¹⁹ (2004) 3 SCC 178

²⁰ (2005) 12 SCC 778

²¹ 157 (2009) DLT 405



plan filed by the petitioner does not give rise to any triable issue.”.

21. Regarding *bona fide requirement* of the subject premises by the landlord, as held in ***Raghunath G. Panhale vs. Chaganlal Sundarji and Co.***²², the need to commence his own business was sufficient for the landlord to secure an order of eviction against the tenant and there is no impediment, even if the landlord was engaged in other businesses. Even otherwise, as held in ***Deena Nath vs. Pooran Lal,***²³ ***Sarla Ahuja vs. United India Insurance Co. Ltd.***²⁴ and ***Ragavendra Kumar vs. Firm Prem Machinery & Company***²⁵, it is settled law that the landlord is the best judge of his need as also the moment *bona fide requirement* is pleaded with *prima facie* averments/ materials, the presumption is drawn and same is assumed to be honest and genuine, especially considering the principal of summary procedure which governs an Eviction petition filed under the *Section 14(1)(e)* of the DRC Act. In the present case, since there was no substantive denial by the tenant, the *bona fide requirement* for the subject premises professed by the landlord was/ is honest, sincere, and genuine, and not a mere whimsical desire.

22. Adverting to the (non)availability of *alternative accommodation(s)* by the landlord, this Court finds that the learned ARC has dealt with all of them as *alleged* by the tenant as under:-

“50. Since no material has been placed on record by the respondent to substantiate that the petitioner indeed has alternative suitable accommodation, the contention of the petitioner that there is no other premises available for his

²² (1999) 8 SCC 1

²³ (2001) 5 SCC 705

²⁴ (1998) 8 SCC 119

²⁵ AIR 2000 SC 534



stated requirements will be accepted to be correct. Even otherwise, the Will of Mr. Mangal Sen placed on record by the petitioner has not been disputed by the respondent. As per this Will, other than the portion in possession of the respondent herein, the only portion of the ground floor which fell in the share of Mr. Ramesh Goel, father of the petitioner is the portion shown in blue color in the site plan on page no. 29 of the documents accompanying the eviction petition. As per the petitioner, this portion has fallen in the share of his brother Mr. Neeraj Goel after the execution of the Memorandum of Family Settlement. Even if the Memorandum of Family Settlement is ignored since it is not registered, at best, the petitioner will also have the portion in blue color in the site plan on page no. 29. This portion in blue color does not have access from the road since it is in middle of the plot. Therefore, this portion in blue color cannot be considered as a property as suitable as is the tenanted premises for the new business of the petitioner.

51. *As per the Will of Mr. Mangal Sen which has not been disputed, besides the portion on the ground floor, only the top floor of the property no.4980/40, Netaji Subhash Marg, Daryaganj, fell in the share of Mr. Ramesh Goel. As per the petitioner, this floor is being used for residence of his family, his brother's family and of their mother. The assertion of the petitioner that his floor is being used for the residence of the petitioner's family has not been denied by the respondent. Since this floor is already being used, it is not vacant and therefore, cannot be held to be an alternative suitable accommodation for the business of the petitioner.*

52. *In the cases of Dhannalal Vs. Kalawatibai (2002) 6 SCC 16 and Uday Shanker Upadhyay Vs. Naveen Maheshwari (2010) 1 SCC 503, it was held that judicial notice can be taken of the fact that the upper floors are generally not commercially viable and consumers and patrons of the market are reluctant to walk into the same and are more prone to walk into a shop on the ground floor.*



Relying on these decisions, the Hon'ble High Court of Delhi in the case of M/s A.K. Woolen Industries & Ors. Vs. Shri Narayan Gupta RC. Rev. No. 495/2017 dated 31.10.2017 held that availability of upper floors above the tenanted premises on the ground floor cannot be said to be alternate suitable accommodation. In view of this decision, the mezzanine floor, first floor, second floor and the third floor of the building cannot be considered to be as suitable as is the tenanted premises which is on the ground floor for the business of the petitioner.

53. *Besides making ipse dixit self-serving statements about availability of alternative suitable accommodation, no material has been placed on record by the respondent in support of its contention that the petitioner has other commercial property in Daryaganj or surrounding area of Chandni Chowk.*

54. *The shop at Old Lajpat Rai Market is stated to be an exclusive property of Smt. Manju Goel, mother of the petitioner. The petitioner is at least the co-owner of the tenanted premises herein, if not the sole owner. Merely because the respondent does not wish to vacate the property of the petitioner, the petitioner cannot be called upon to take the property of his mother for his new business. The petitioner owns a property and wishes to do business from it. In view of the refusal of the respondent to vacate the property, the petitioner cannot be expected to go and ask his relatives to give their properties to him for doing his exclusive business. Moreover, it is not in dispute that the property at Old Lajpat Rai Market is already being used for doing business by the mother of the petitioner. Therefore, this property is not vacant and therefore, cannot be held to be an alternative suitable accommodation available for the petitioner's business.*

xxx xxx xxx

58. *In view of the above discussion, the allegation of the respondent that the petitioner has alternative suitable*



accommodations does not give rise to any triable issue.”

23. In any event, once the *bona fide requirement* of the landlord is established to be honest and genuine, the factor of *alternative accommodation(s)* becomes mere incidental and the choice thereof becomes vested therewith, and/ or is under the exclusive domain of the landlord to exercise such an option. Further, as held in *Akhileshwar Kumar vs. Mustaqim*²⁶, *Sarla Ahuja (supra)* and *Kanahaiya Lal Arya vs. Md. Ehshan & Ors.*²⁷, giving due regard to his own needs/ requirements/ circumstances of the landlord to choose the subject premises based on his assessment of its convenience, reasonableness, and suitability for his overall use, in accordance with his satisfaction, the tenant much less this Court, cannot dictate to him about what/ which is the best suitable *alternative accommodation* for the *bona fide requirement* of the landlord.

24. Accordingly, reliance upon *Sayesh Chandra Sarkar (supra)*, *Keshav Prasad Singh (supra)*, *Nani Bai (supra)*, *Jawahar Lal (supra)*, *Vinod Ahuja (supra)*, *Sukh Dev Raj Sharma (supra)*, *O.P. Gupta (supra)* and/ or *Gopal Das (supra)* by learned counsel for the tenant offer no assistance to him as they are not applicable to the facts and circumstances of the present *lis*.

25. Even otherwise, as held in *Abid-Ul-Islam vs. Inder Sain Dua*²⁸, and *Hindustan Petroleum Corporation Limited vs. Dilbahar Singh*²⁹ this Court while sitting in revisional jurisdiction is not sitting in appeal over

²⁶ (2003) 1 SCC 462

²⁷ MANU/SC/0264/2025

²⁸ (2022) 6 SCC 30

²⁹ (2014) 9 SCC 78



the impugned order passed by the learned ARC of which setting aside is sought by the tenant herein.

26. Considering the foregoing analysis and reasoning, since this Court is in agreement with the findings rendered by the learned ARC, the impugned order needs no interference by this Court in a revisional jurisdiction. More so, since the conclusions arrived therein are/ is very much a plausible one. Finding no infirmity therein, the impugned order dated 23.09.2019 passed by the learned ARC is hereby upheld.

27. *Ergo*, the tenant is directed to pay user and occupation charges in terms of the order dated 13.02.2025 and the stay granted by this Court *vide* order dated 27.01.2020 is vacated.

28. Accordingly, the tenant is liable to hand over vacant, peaceful and physical possession of the subject premises bearing no.4980/40, ground floor, front portion, Netaji Subhash Marg, Darya Ganj, New Delhi-110 002 to the landlord as the time period in terms of the *Section 14(7)* of the DRC Act has already lapsed.

29. As such, the present petition along with pending application is dismissed, leaving the parties to bear their own costs.

SAURABH BANERJEE, J.

JANUARY 09, 2026/Ab/aks