

BONA FIDE REQUIREMENT UNDER THE DELHI RENT CONTROL ACT, 1958: SHIELD FOR TENANTS OR RIGHT OF LANDLORDS?

"What is more sacred, what more inviolably guarded by every man's conscience, than his own home?"

– Cicero

The law of landlord and tenant in Delhi is primarily governed by the Delhi Rent Control Act, 1958 (*hereinafter referred to as "the Act"*). The Act was enacted with the object of protecting tenants from arbitrary eviction and unreasonable rent hikes while at the same time ensuring that landlords are not deprived of their right to use their own property when genuinely required. Among the several grounds of eviction provided under Section 14 of the Act, one of the widely invoked is the ground of bona fide requirement, contained in Section 14(1)(e).

Under this provision of the Act, a landlord can recover possession of premises let out to a tenant if he can establish that he is the owner/landlord of the premises, that he requires the premises bona fide either for himself or for any member of his family dependent upon him and that he does not have any other reasonably suitable accommodation. These three ingredients form the backbone of any eviction petition under Section 14(1)(e) of the Act. Courts have, over the years, interpreted the phrase "bona fide requirement" through a plethora of case laws, balancing the rights of landlords and tenants with great care.

The Presumption in Favour of the Landlord

In a petition under Section 14(1)(e) read with Section 25-B

(special procedure for the disposal of applications for eviction on the ground of bona fide requirement) of the Act, the first question that arises is whether the relationship of landlord and tenant is admitted or established. Where such a relationship is undisputed, as has been held in numerous judgments, the first requirement stands satisfied. The real contest in most cases centres around the second requirement, namely, the bona fide requirement of the landlord, and the third requirement, namely, the absence of reasonably suitable alternative accommodation.

The Supreme Court in *Baldev Singh Bajwa v. Monish Saini* (2005) 12 SCC 778, made it clear that whenever a landlord seeks eviction of a tenant for bona fide need, the controller shall presume the need as genuine and bona fide. Importantly, the Court went on to hold that the burden to refute the said presumption squarely lies on the tenant and mere assertion on the part of tenant is insufficient. This principle is of immense significance, for it prevents tenants from defeating genuine eviction petitions by raising bald allegations.

The Act itself reinforces this balance by incorporating a safeguard under Section 19(2), which protects tenants against misuse of the ground of bona fide need. If the landlord, having obtained possession on this ground, does not occupy the premises within two months or re-lets them within three years, the tenant can seek repossession.



Krishna Vijay Singh



Muneeb Rashid Malik

Landlord as the Best Judge of His Requirement

Another fundamental principle consistently reiterated by the Courts is that the landlord is the best judge of his requirement. The Supreme Court in *Ragavendra Kumar v. Prem Machinery & Co.*, (2000) 1 SCC 679 observed that landlord is the best judge of his requirement for residential or business purpose and he has got complete freedom in the matter. Recently, in *Murlidhar Aggarwal v. Mahendra Pratap Kakan* 2025 SCC OnLine SC 915, the Supreme Court held that the bona fide requirement for occupation of the landlord has to be liberally construed and, as such, even the requirement of the family members would be covered.

Again, in *Kanahaiya Lal Arya v. Md. Ehshan and Others* 2025 SCC OnLine SC 432, the Supreme Court held that the landlord is the best judge to decide which of his property should be vacated for satisfying his particular need. The tenant has no role in dictating as to which premises the landlord should get vacated for his need alleged in the suit for eviction.

The Delhi High Court has carried forward this line of

reasoning in several cases. In *Praveen & Anr. v. Mulak Raj & Ors.* 2023 SCC OnLine Del 7721, it was 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 utilized 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 tenant cannot dictate as to how the landlord is to utilize his property. The landlord possesses the prerogative to determine their specific requirements, exercising full autonomy in this regard. It is not within the purview of the Courts to impose directives on the landlord regarding the nature or quality of their chosen usage of the tenanted premises.

More recently, in *Sharad Jain v. Jayanti Jain Prasad* 2025 SCC OnLine Del 1321, the Delhi High Court clarified that there is no requirement for the landlord to specify the exact measurements of the area needed by him.

The Test of Reasonably Suitable Accommodation

Often tenants resist eviction by arguing that the landlord already has other accommodation available. On this issue, the law is equally clear. The alternative accommodation must be reasonably suitable. In *M.M. Quasim v. Manohar Lal Sharma* (1981) 3 SCC 36, the Supreme Court held 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 *Ravichandran and Ors. v.*

Natrajan Nadar and Ors. 2003 SCC OnLine Mad 851, the Madras High Court held that even assuming that other premises are available, then the choice is left to the landlord to decide as to which non-residential premises he should occupy, and the tenant cannot have any say in the matter. If the landlord can show the bona fide requirement, then the tenant cannot dictate terms to the landlord that he should occupy some other building and not the one mentioned in the eviction petition.

Beyond Mere Assertions

The Supreme Court in *Abid-ul-Islam v. Inder Sain Dua* (2022) 6 SCC 30 once again reiterated that for availing leave to defend under Section 25-B (5) of the Act, a mere assertion per se would not suffice as Section 14(1)(e) of the Act creates a presumption subject to the satisfaction of the controller qua bona fide need in favour of the landlord which is obviously rebuttable with some material of substance to the extent of raising a triable issue. It was also emphasized that unless tenants present specific and credible evidence, their pleas cannot block eviction.

Hardship and Other Defences

Another common defence raised by tenants is that the landlord did not obtain prior permission from the competent authority under the Slum Areas (Improvement and Clearance) Act, 1956, if the premises is situated in a slum area. However, this argument has been decisively rejected in a catena of judgments. The Supreme Court in *Shafait Ali v. Shiva Mal*, (1987) 3 SCC 728 held that it is not necessary for the landlord to obtain such permission before instituting an

eviction suit under Section 14(1)(e) of the Act.

Tenants also frequently plead hardship, claiming that eviction will leave them homeless or ruin their business. However, Courts have consistently held that such hardship, though unfortunate, cannot override the landlord's bona fide requirement. In *Satyawati Sharma v. Union of India*, (2008) 5 SCC 287, the Supreme Court held that landlords are not precluded from seeking eviction from non-residential premises on the ground of bona fide need.

Procedural Safeguards

Procedural issues also come into play. In *Prithipal Singh v. Satpal Singh*, (2010) 2 SCC 15, the Supreme Court held that it has been made clear by the legislature that if the summons of the proceeding is received by the tenant, he has to appear and ask for leave to contest the eviction proceedings within 15 days from the date of service of notice upon the tenant and if he fails to do so, automatically, an order of eviction in favour of the landlord on the ground of bona fide requirement shall be made. The Delhi High Court in *Lalta Prasad Gupta v. Sita Ram* 2017 SCC Online Del 13026 emphasized that the onus on the tenant, at the stage of seeking leave to defend, is somewhere in between fool proof documentary evidence and a totally vague, bereft of any particulars plea. Where, in between the said onus lies, depends on facts of each case. Likewise, in *Mohd. Naseer v. Mohd. Zaheer and Anr.* 2016 SCC OnLine Del 5876, the Delhi High Court held that mere raising of baseless contentions against the landlord cannot be a ground for being granted leave to defend to the tenant.

Conclusion

Therefore, the law presumes the landlord's need to be genuine, allows tenants to rebut it only with substantial material, and protects tenants from misuse through safeguards like Section 19(2) of the Act. Courts have consistently held that the landlord is the best judge of his

needs, and tenants cannot dictate terms to the landlord. Alternative accommodation, to defeat a claim, must be reasonably suitable and shown to be available with credible evidence. The concept of bona fide requirement thus embodies a delicate balance between the rights of landlords and tenants. Judicial decisions have enriched the understanding

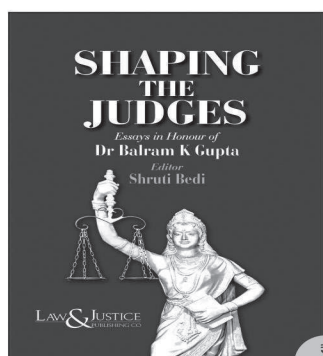
of this ground, laying down clear principles while tailoring relief to the facts of each case. At its heart, the guiding principle is simple, where the landlord's need is genuine and bona fide, and no suitable alternative accommodation exists, the law will restore the property to its rightful use.

Krishna Vijay Singh is a Senior Partner and Muneeb Rashid Malik is a Senior Associate at the law firm Kochhar & Co.

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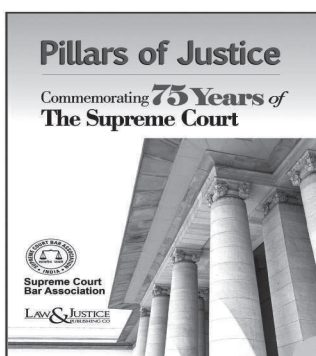
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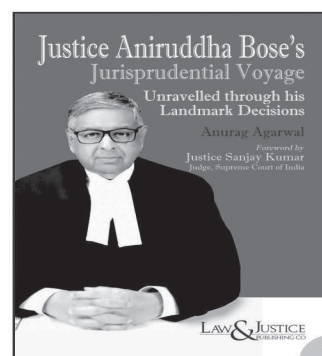
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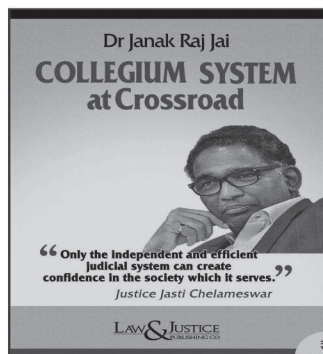
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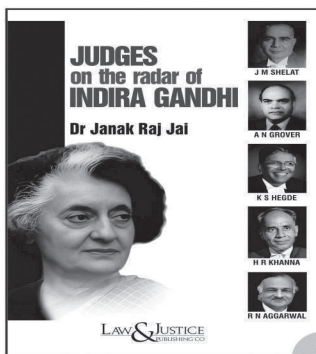
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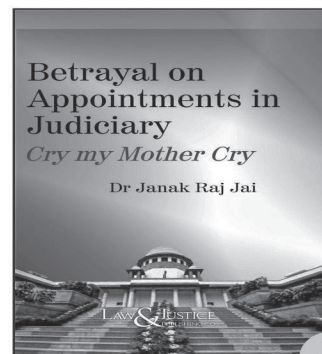
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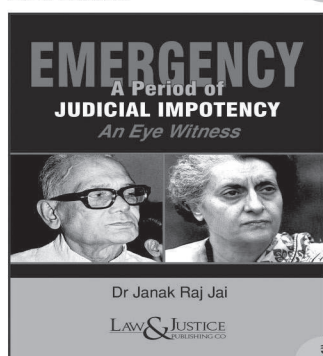
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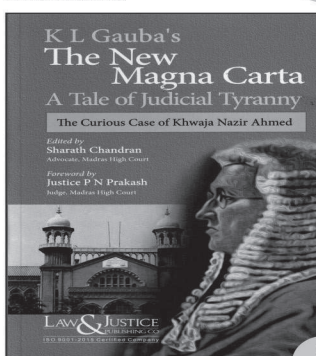
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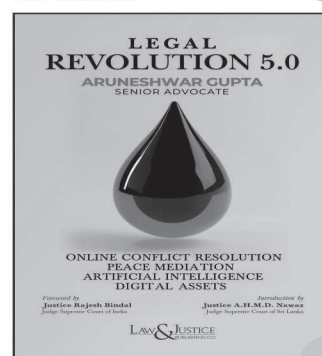
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