

Delhi District Court

Shri Harbans Rai vs Shri Liaquat Ali on 27 October, 2014

Author: Ms. Rachna Lakhanpal

IN THE COURT OF MS. RACHNA TIWARI LAKHANPAL,  
SCJ/RC(WEST), TIS HAZARI COURTS, DELHI

Unique ID No.02401C0556512011

E. No.-57/2011

Shri Harbans Rai  
S/o Late Shri Tula Ram,  
R/o B-405, Meera Bagh,  
Paschim Vihar, New Delhi.

Versus

Shri Liaquat Ali  
S/o Late Shri M. H. Chauhan,  
R/o. B-10/9, Ring Road,  
Rajouri Garden, New Delhi.

Date of institution of the petition :  
Date of reserving judgment :  
Date of pronouncement :

#### JUDGMENT

1. Vide this judgment I shall decide the eviction petition under section 14(1)(e) r.w.s. 25-B of Delhi Rent Control Act filed by the landlord/petitioner against the tenant/respondent.

2. VERSION OF PETITIONER: The brief necessary facts for the disposal of the eviction petition as per the petition are herein as under: The suit property i.e. the tenanted shop was let out to the father of the respondent in the year 1978 and after his death, the respondent is E. No. 57/2011 Page..... 1/17 continuing as the tenant in the said shop. Initially, the rent was Rs.300/- per month besides other charges, however later on time to time it was increased and since 1996 the rent has been Rs.800/- per month.

The petitioner requires the tenanted premises for his son Shri Pulkit Rai who is running his business of trading of various items and is operating the said business from a rented house bearing no. RC-92, Sitapur, Dwarka Road, New Delhi-110078 at a monthly rent of Rs.5,500/- The petitioner wants to settle his son to earn independent source of income in order to maintain himself and his family members.

The suit premises is a commercial property which is suitable for running the business of trading by the son of the petitioner who has no other suitable commercial property available with him.

The petitioner requested the respondent to make the payment of outstanding of arrears of rent of above said tenanted premises w.e.f. 01.01.1997 till date. The respondent has failed to make the payment to the petitioner. Contractual tenancy of the respondent has already been terminated by serving the legal notice dated 17.06.2010, which was duly served and replied by the respondent. In the said reply, tenancy of the respondent and his father was denied and he falsely claimed to the owner of the property on the basis of GPA, which has been revoked by the petitioner.

It is further submitted that previously brother of the petitioner namely Ushank Rai was the owner of the suit premises bearing no. B□0/9, Ring Road, Rajouri Garden, Delhi, who sold the suit property to the petitioner by virtue of GPA, Agreement to Sell dated 26.08.1980 and also executed E. No.□57/2011 Page..... 2/17 memorandum of understanding dated 20.08.2001 in continuation of agreement to sell dated 26.08.1980 thereby accepting the petitioner to be the absolute owner of the property. Previously, tenanted shop comprised some more area but a portion of the tenanted property out of property no. B□0/9 was acquired in the year 1999 and owner i.e. the petitioner has already received the amount of compensation in the capacity of the owner of the suit property from the Land Acquisition Court. The father of the respondent had not filed claim in the Land Acquisition Court but the application filed by the father of the respondent was rejected and was dismissed in default.

3. REPLY OF THE RESPONDENT:□Reply has been filed by the respondent. The respondent has disputed the landlord and tenant relationship between the petitioner and the respondent. It is contended that the suit premises has been under the ownership of the respondent since 03.04.2003 of which date the petitioner executed the GPA and Will in favour of the respondent and also took the sum of Rs.60,000/□from the respondent for fulfillment of his obligation for the legal transfer of the property in question in favour of the respondent. Both these documents were duly registered before the Sub□Registrar, Janak Puri, Delhi. The above said documents were executed by the petitioner and since then rights of the petitioner with respect to the suit property were ceased. A joint application was filed in the Land Acquisition Court in the reference bearing no.6/2002 titled as Union of India Vs. Harbans Rai & Ors in which the petitioner admitted acknowledgment of full and final consideration towards the suit property and sale of the suit E. No.□57/2011 Page..... 3/17 property to the respondent.

It is also contended that the petitioner has never been the owner of the property in question. It is further contended that there had been never any relationship of landlord and tenant between the petitioner and the respondent. The respondent has been in actual possession of the suit premises since the year 1988. The respondent has further submitted that no arrears of rent are due. It is further submitted that the petitioner never asked of payment of alleged payment of rent because there was no relationship of landlord and tenant. Reply to the notice of the petitioner has been admitted, however factum of revocation of GPA by the petitioner has been denied for want of knowledge. It is further submitted that if at all the documents of revocation of GPA have been executed, then same have no value as no proper legal course has been adopted. It is further submitted that the receiving of compensation with regard to the part of the property no. B□0/9 by the petitioner does not create ownership rights in the premises in question as premises in question was never subject matter of acquisition.

4. REPLICATION: □ Replication has been filed by the petitioner. In the replication, apart from reiterating and re-affirming the contents of the petitioner, it is replied that the deceased father of the respondent i.e. Mohd. Haroon Chauhan had admitted himself to be the tenant of the suit property in the proceedings before the Land Acquisition Collector. Nakshamuntzamin sent by the Land Acquisition Collector clearly showed the status of Late Mohd. Haroon Chauhan to be the tenant in respect of the suit premises. The father E. No. □57/2011 Page..... 4/17 of the respondent expired on 19.03.2004 and after his death, the respondent has become the proprietor of M/s. M. S. Chauhan Marbles Traders and as such he is estopped from denying his status as tenant in respect of the tenanted premises. It is denied that the petitioner received a sum of Rs.60,000/□ from the respondent for fulfillment of his obligations for legal transfer of suit property in question in favour of the respondent.

It is further submitted that during the pendency of Acquisition proceedings before the Land Acquisition Court, the name of proprietor firm of the father of the respondent i.e. M/s. M. S. Chauhan Marbles Traders was also sent as an interested person apart from names of other tenants of the petitioner. During the pendency of those proceedings, the petitioner and the respondent as attorney on behalf of his father and brother Shaukat Ali filed an application dated 31.03.2003 for recording the settlement of the matter. The application was fixed for hearing on 02.04.2003 and on that date the matter was fixed for 03.04.2003 for statement of the parties. On 03.04.2003, none appeared on behalf of the respondent and the respondent mala-fidely backed out from the compromise and not appeared before the court for recording his statement and hence, GPA and Will dated 03.04.2003 was cancelled by the petitioner vide registered deed of cancellation of Power of Attorney and Will on 04.04.2003. The said GPA and Will was executed by the petitioner only in lieu of the compromise which was supposed to take place on 03.04.2003 before the court but since the respondent mala-fidely withdrew himself from the compromise and not appeared before the court for recording of his statement on 03.04.2003. The petitioner accordingly cancelled the GPA and Will on E. No. □57/2011 Page..... 5/17 04.04.2003. It is further submitted that after the withdrawal of compromise, the petitioner got allotted the commercial plot in Mangolpuri industrial area, Phase □I in lieu of acquisition of part of tenanted property and he had represented himself as the tenant of the premises in question and DDA had allotted to the respondent on the basis of status of the respondent as the tenant of the suit property.

It is further submitted that in the year 2006, all the LRs of Mohd. Haroon Chauhan entered into the family settlement and the respondent was given right to continue his business as proprietor of M/s. M. S. Chauhan Marbles Traders in the tenanted premises to the exclusion of other LRs. Hence, the status of the respondent was of a tenant after the death of his father at the time of family settlement of 2006.

5. PETITIONER'S EVIDENCE: □ In support of his case, the petitioner has examined three witnesses.

5(a) The petitioner examined himself as PW □ and this witness has relied upon the following documents;

(i) Ex.PW □/5 to Ex.PW □/8, the rent receipts for the years 993 to 1996;

(ii) Ex.PW□/9, copy of the award by LAC (West) of the year 2001□2002;

(iii) Ex.PW□/10, certified copy of proceedings before the Land Acquisition Court;

(iv) Ex.PW-1/11, Copy of legal notice;

(v) Ex.PW-1/12, Reply to the legal notice;

(vi) Ex.PW-1/14, Deed of Cancellation of GPA (OSR) dated 04.04.2003;

(vii) Ex.PW□/14A, Deed of Cancellation of Will (OSR);

(viii) Ex.PW□/16, Site plan;

(ix) Mark X, Copy of Will dated 30.10.1959;

(x) Mark X1, Copy of GPA dated 03.04.2003;

(xi) Mark X2, Copy of Will dated 03.04.2003;

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(xii) Mark Y, Copy of GPA in favour of the p  
Shri Ushank Rai;

(xiii) Mark Z, Memorandum of understanding between the petitioner  
his brother.

All the other exhibits were de□hibited as same were not filed in original or not filed at all.

5(b) Plaintiff also examined Shri Pulkit Rai, son of the petitioner as PW□. This witness has relied upon the following documents;

(i) Ex.PW□/2, Rent agreement between him and his landlord dated 10.12.2008.

(ii) Ex.PW□/5, Rent agreement between him and his landlord dated 31.07.2012.

5(c) The plaintiff further examined Shri Sanjeet Kumar, Junior Judicial Assistant from the Record Room (Sessions) as PW□ who brought the summoned record of LAC file and from his file he has relied upon the following documents;

(i) Ex.PW□/1, Sale deed between Ushank Rai and Gurcharan Singh;

(ii) Ex.PW□/2, copy of Will dated 30.10.1959;

(iii) Ex.PW□/3, GPA between Ushank Rai and the petitioner dated 26.08.1980;

(iv) Ex.PW□/4, Memorandum of understanding between the petitioner and Ushank Rai of year 2001;

(v) Ex.PW□3/5, Copy of evidence filed by the petitioner by way of affidavit before the Land Acquisition Court;

(vi) Ex.PW□3/6, Copy of proceedings of Land Acquisition Court;

(vii) Ex.PW□3A/1, Copy of affidavit of the respondent;

(viii) Ex.PW□3A/2, Copy of the affidavit of the respondent;

(ix) Ex.PW□3A/3, Copy of bill;

(x) Ex.PW□3A/4 & Ex.PW□3A/5, Copy of telephone bills;

(xi) Ex.PW□3A/6 to Ex.PW□3A/9;

(xii) Copy of SPAs executed by the relatives of the respondent for relinquishment of their interest in favour of the respondent;

(xiii) Ex.PW□3A/10, Relinquishment deed in favour of the respondent by other LRs;

(xiv) Ex.PW□3A/11, Undertaking by the respondent;

(xv) Ex.PW□3A/12, Relinquishment deed;

E. No.□57/2011 Page..... 7/17 (xvi) Ex.PW□3A/13, Copy of family settlement; (xvii) Ex.PW□3A/14, Consent letter.

6. RESPONDENT'S EVIDENCE: Respondent has led his evidence.

In support of his defence, respondent has examined himself as RW□ and has relied upon the documents Mark X□ and X□2 i.e GPA and Will. he has further relied upon the documents already exhibited by the petitioner as Ex. PW□/9, PW□/R□, PW□/11 and PW□/12.

Respondent has further examined Sh. Abdul Hamid as RW□2 to prove that the consideration amount was paid and GPA & Will were registered in his presence.

7. COURT'S FINDINGS:□I have heard ld. counsel for the parties and perused the record carefully.

Now, the main contention between the parties emerges in the present case is the dispute regarding relationship of landlord and the tenant between the parties. Although, it is well established principle of law that a landlord needs not to be an absolute owner of the property for filing his claim under DRC Act. The word 'owner' occurring in Section 14 (1) of DRC Act means something more than a tenant. However, in the present case, the respondent/tenant is claiming his ownership over the suit property upon the basis of GPA and Will allegedly executed by the petitioner in his favour. Hence,

this issue needs to be decided first and then to proceed further to decide whether the petitioner's requirement is bonafide or not. The burden is now upon the petitioner to show that the relationship of landlord and tenant E. No.□57/2011 Page..... 8/17 existed between the parties or the respondent/tenant was treating him as a landlord because upon the basis of admitted GPA and Will prima facie case of ownership/landlord is not made out in favour of the petitioner.

In the present case, respondent/tenant has claimed himself to be the owner of the property on the basis of GPA and Will executed by the petitioner/landlord in his favour. The respondent/tenant has admitted the execution of GPA and Will. The version of the petitioner/landlord is that a compromise was arrived at between the parties and it was settled that petitioner/landlord would claim the compensation with regard to the acquired portion of the tenanted shop and the respondent/tenant would purchase the remaining portion of the shop and will not claim any compensation with regard to the acquired shop.

It is the case of the petitioner/landlord that the respondent/tenant did not make the payment of the suit proeprty. The compromise application was filed before Land Acquisition Court, which was fixed for recording of settlement on 03.04.2003 but the respondent/tenant did not appear for recording of settlement and hence, on 04.04.2003, the petitioner/landlord got registered the deed of cancellation of GPA and Will. Hence, he again continued to be landlord and the tenancy was terminated by way of legal notice dated 17.06.10.

Now, I summarize the undisputed facts between the parties. Some of the portion of the tenanted shop was acquired by the Government in the year 1999. GPA and Will were executed and got registered by the petitioner/landlord in favour of the respondent/tenant on 03.04.2003 with E. No.□57/2011 Page..... 9/17 regard to the remaining portion of tenanted shop i.e suit property. The petitioner/landlord and the respondent/tenant had moved an joint application for recording of compromise before the Land Acquisition Court, which was dismissed for non□prosecution. The entire compensation was claimed and received by the petitioner/landlord with regard to the acquired portion of tenanted shop.

In the present case although the respondent/tenant has disputed the title of the petitioner as well and took the plea that Ushank Rai, i.e erstwhile owner, was the landlord. The petitioner/landlord has failed to bring any rent receipt issued by him but considering the circumstances that the remaining portion, as per the case of the respondent/tenant, was purchased by the respondent/tenant from the petitioner/landlord and hence, the respondent/tenant cannot now allege that the petitioner/landlord was not having any title in the suit property. Beneficiary cannot challenge now the validity of memorandum of understanding, GPA and Will executed by previous owner Ushank Rai in favour of the petitioner/landlord.

Now, to proceed with the case, I have perused the GPA and Will marked as X□ and X□2 with regard to the suit property in favour of the respondent by the petitioner. Executions of all these documents, which are GPA and Will, in favour of the respondent/tenant were not denied by the petitioner/landlord and hence, these documents stand admitted. The petitioner/landlord has appointed the respondent/tenant as his attorney by way of GPA dated 03.04.2003. The

respondent/tenant has been given power by the petitioner/landlord to execute any transfer document or to enter into sale E. No.□57/2011 Page..... 10/17 deed, to receive the compensation amount or alternative site from the government, if property is acquired.

Although, the consideration has not been mentioned in the GPA but in the given circumstances, I am not willing to read this GPA alone. The reference of these GPA and Will has been given in the Ex. PW□/R□, which is a copy of an application under Order XXIII Rule 3 CPC filed by the petitioner/landlord and the respondent/tenant before the Land Acquisition Court. The respondent/tenant was acting as an attorney on behalf of M/s M.H Chauhan. This application has been clearly admitted by the petitioner/landlord in his pleadings as well as in his cross□examination dated 03.07.14. In this application Ex. PW□/R□, it is clearly mentioned that the compensation for the land acquired shall be received solely and only by the petitioner/landlord and the remaining unacquired portion of the property i.e suit property herein has been sold to the respondent/tenant for a full and final consideration of Rs. 70,000/□ The relevant portion of the application is being reproduced as herein under;

"That the interested persons 1 to 3 have compromised the matter and have agreed as under:□

- a) That the entire compensation assessed for the land and structures upto the depth of 40 feet shall be received solely and only by Sh. Harbans Rai.
- b) That the award has been announced upto 60 feet in depth, the property owners/occupiers have filed writ petitions in the Hon'ble High Court of Delhi and there is a stay of dispossession over and above 40 feet in depth of the property.
- c) That the parties further accept and acknowledge that the land and structures over and above 40 feet in depth i.e the remaining property has been sold to Mr. Liyakat son of E. No.□57/2011 Page..... 11/17 Sh.Mohd. Haroon Chauhan for a full and final consideration of Rs. 70,000/□and if the same are acquired, the compensation of the same will be received by Mr. Liyakat Ali only and in case the remaining property is released from acquisition, the same will be owned and possessed by Sh. Liyakat Ali as the said remaining property has been sold and possession has already been given to Sh. Liyakat Ai and Liyakat Ali is entitled receive and collect rent from M/s Agate Marble Company and M/s M.H Chauhan Marbles Traders, who are tenants.
- d) That it is further agreed between the parties that Sh. Harbans Rai is not only entitled to receive compensation as assessed by the Land Acquisition Collector and deposited in this Hon'ble Court, but will also be entitled to receive the compensation that may be enhanced by any reason or in reference under Section 18 of the Land Acquisition Act or any appeals from the Hight Court or Supreme Court, but not for the area or property sold to Mr. Liyakat Ali and shown in the site plan annexed.
- e) That all the expenses for getting the property transferred over ad above 40 feet in favour of Sh. Liyakat Ali will be paid and borne by Sh. Liyakat Ali.

f) That the IP nos. 2 and 3 have paid rent of the tenanted premises upto the date of acceptance of this compromise by the Court thereafter the IP no. 1 will not be entitled to receive any rent. Liyakat Ali shall be entitled to receive the rent w.e.f. the date of this compromise. The property tax and all other charges will also be paid thereafter by Sh. Liyakat Ali.

g) That since the land is notified under the Land Acquisition Act, the transfer by way of sale deed is not permissible, the interested party no. 1 has executed General Power of Attorney, Agreement to Sell, receipt and shall also execute other documents as may be necessary for factual transfer of title of the land in favour of Sh. Liyakat Ali "

After perusal of this application, a clear cut admission of the petitioner/landlord is proved with regard to receiving of consideration amount of Rs. 70,000/- in lieu of unacquired portion i.e the suit property herein. Hence, it is proved by combined reading of GPA and Will that GPA and Will were E. No. 57/2011 Page..... 12/17 executed in consideration of the money. Therefore, the petitioner/landlord is now estopped from taking the plea that the compromise had failed. The reason being that GPA was registered in lieu of the consideration and could not have been revoked.

Further, by receiving the compensation with regard to acquired land, the petitioner/landlord has also taken the benefit out of the settlement. Although, respondent/tenant has also received alternative plot in lieu of the acquired land as tenant, of which compensation was received by the petitioner as owner but the petitioner/landlord cannot derive any benefit out of this because of the reason that there was no agreed term with regard to right of getting alternative plot to the petitioner. If the respondent/tenant has been given any alternative plot with regard to his separate claim as occupier, the landlord cannot claim any benefit out of it because there was no terms and consideration agreed upon the parties in the application with regard to claiming of alternative plot. If the respondent has claimed himself tenant of part of acquired land that does itself not give him the status of tenant with regard to unacquired portion of shop because of settlement between the parties and execution of GPA and Will in lieu of consideration with regard to unacquired portion of shop i.e the suit property herein. Even otherwise, the settlement was complete at the moment when consideration was paid, GPA and Will were executed and registered.

In this regard, in the case titled as Karamvir Vs. Man Singh & Ors., in RSA No.27/2014 dated 13.05.2014, passed by Hon'ble High Court of Delhi is quite relevant, wherein the Hon'ble Mr. Justice Valmiki Mehta while E. No. 57/2011 Page..... 13/17 discussing effect of GPA, Will in consideration of money has held that "once the power of attorney is a registered power of attorney, this document can surely be looked into in terms of Section 202 of the Contract Act, and which provides for irrevocability of a power of attorney given for consideration and such a GPA cannot be cancelled".

The relevant observations of the Supreme Court in the case of Suraj Lamps & Industries Pvt. Ltd. Vs. State of Haryana and Anr., (183) 2011 DLT 1 (SC) was also discussed and it was held that "such kind of attorney, where they were coupled with interest are irrevocable. It was also held by the hon'ble court that an attorney holder may also execute a deed of conveyance in exercise of the power granted under the power of attorney and convey title on behalf of the grantor".



Further, in the case titled as Hardip Kaur Vs. Kailash & Anr., 193 (2012) DLT 168, Hon'ble Mr. Justice J. R. Midha, while dealing with the similar issue, has held herein as under: "Power of Attorney coupled with interest is irrevocable and cannot be revoked/terminated even upon death of principal and purchaser may not be classical owner as would be an owner under registered sale deed but surely he would have better rights / entitlement of possession than the person who is in actual physical possession."

In the case of Ramesh Chand Vs. Suresh Chand, 188 (2012) DLT 538, the Hon'ble High Court was pleased to reiterate that by virtue of the provisions of Section 202 of the Contract Act, a power of attorney executed for consideration would remain valid even after the death of the executants because the same had elements of a commercial transaction which cannot be allowed to be frustrated on account of death of the executants. Section 202 of the Contract Act provides that such an agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest. After the execution of the set of documents dated 22.10.1997, there was no further contract entered into between the E. No. 57/2011 Page..... 14/17 plaintiff no.2 and Smt. Dharamwati Shukla within the meaning of Section 202 of the Contract Act so as to enable her to have cancelled the power of attorney executed by her in favour of plaintiff no.2. The cancellation deeds dated 09.05.2001 executed by Smt. Dharamwati Shukla cannot be considered to be a contract within the meaning of Section 202 of the Contract Act as the plaintiff no.2 was not a party to the same. Thus in the opinion of this court, the cancellation deeds Ex.PW-4/1 dated 04.05.2001 and Ex.PW-4/3 dated 09.05.2001 would have no effect on the set of documents executed by Smt. Dharamwati Shukla in favour of the plaintiff no.2. The rights created in favour of the plaintiff no.2 in respect of the suit property would remain unaffected. I completely agree with the aforesaid conclusions of the first appellate court including for the reason that documents by which rights in the suit property are transferred are contractual documents and contractual documents can only be nullified by means of contractual documents i.e. it is not open to one party unilaterally to cancel the contractual documents by which rights are created in an immovable property in favour of the other party."

In the case titled as Shri Bidhan Chand Biswas (since deceased) through LRs Vs. Prakash Chand Bansal in RSA No.131/2014 dated 20.05.2014, Justice Mr. Valmiki Mehta has held herein as under: "The object of giving validity to a power of attorney given for consideration even after death of the executants is to ensure that entitlement under such power of attorney remains because the same is not a regular or a routine power of attorney but the same had elements of a commercial transaction which cannot be allowed to be frustrated on account of death of the executant of the power of attorney. Section 202 of the Contract Act would make a power of attorney executed for consideration irrevocable. It cannot be cancelled."

Hence, applying the above discussed principle in the present petition, the petitioner has failed to prove that he remained landlord after execution of GPA and Will dated 03.04.2003 in favour of the respondent. Upon the basis of above discussion and evidence, it is proved that GPA and E. No. 57/2011 Page..... 15/17 Will were executed by the petitioner in favour of the respondent on 03.04.2003 in lieu of the consideration amount and as such that transaction is complete when the petitioner accepted the consideration. Admittedly, no notice of revocation of GPA and Will was ever given to the respondent. The petitioner cannot avail any benefit out of contradiction of the amount

of consideration in view of his clear cut admission with regard to acceptance of Rs. 70,000/— as consideration amount of the suit property in the application Ex. PW—/R—.

Further, Ld. counsel for the petitioner has vehemently argued that in view of the admission of respondent in the family settlement as Ex. PW—A/13 that the respondent has admitted himself as a tenant of petitioner.

I have perused Ex. PW—A/13. It was a family settlement between brothers and sisters of the respondent and in one para of the family settlement, it was mentioned that the plot bearing no. B—0/9 has come in the share of the respondent, which is tenanted property and will remain under his right and possession. The respondent will remain entitled for receiving any compensation or any alternative plot in lieu of the plot no. 10/9 i.e suit property. No other persons would be having any title or right over the property.

In the present case, as discussed above, I have already held that in view of irrevocable GPA and Will in favour of the respondent with regard to the suit property, the petitioner cannot avail any benefit out of Cancellation Deed dated 04.04.2003 thereby cancelling GPA and Will dated 03.04.2003. Therefore, by merely mentioning the plot no. B—0/9 as a tenanted property in a family settlement, registered GPA and Will in favour of the respondent E. No.—57/2011 Page..... 16/17 cannot be ignored. The petitioner cannot derive any benefit out of any settlement made by the respondent or his relatives inter—e in view of already executed and registered documents i.e GPA and Will in lieu of consideration in favour of the respondent. Hence, the argument of Ld. counsel for the petitioner with regard to admission of suit property as a tenanted property in the family settlement has no force.

Further, absence of any rent receipts or payment of rent after 2003 also indicates towards the fact that settlement was arrived at between the parties and in view of the settlement, GPA and Will were executed on 03.04.2003 in favour of the respondent. No demand of rent was made from 04.04.2003 i.e the date of revocation deed till 2010, which again indicates that respondent ceased to be a tenant of the petitioner and for that reason there was not a single demand of rent from 2003.

Hence, I am of the considered opinion that the petitioner has failed to prove himself as a landlord of the respondent. In view of this, I need not go further to decide whether there was any bonafide requirement of the petitioner or not for the suit property. The petitioner has failed to prove landlord and tenant relationship between the parties and therefore, the eviction petition filed by the petitioner is without any merits and same is hereby dismissed. However, no order as to costs.

File be consigned to record room after necessary compliance.

Announced in the open court  
on 27.10.2014

(RACHNA)

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