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**IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH**

**CR-4705-2025 (O&M)  
Date of decision: 31.07.2025**

**ARUN KUMAR****..Petitioner**

**Versus**

**SUKHDEV SINGH****..Respondent****CORAM: HON'BLE MRS. JUSTICE SUDEEPTI SHARMA**

Present: Mr. Mohit Jaggi, Advocate  
for the petitioner.

**SUDEEPTI SHARMA, J. (Oral)**

1. Present revision petition has been preferred against order dated 26.10.2021, passed by learned Rent Controller, Chandigarh, whereby, the eviction petition filed by the respondent under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 as extended in the urban areas of Union Territory, Chandigarh (in short '1949 Act'), was allowed and judgment dated 30.04.2025, whereby, the appeal filed by the petitioner against order dated 26.10.2021, passed by learned Appellate Authority, Chandigarh, was dismissed.

**BRIEF FACTS OF THE CASE**

2. Brief facts of the case are that respondent is owner and landlord of Shop No.4 measuring 10'-7.5" x 9'.6" which was constructed by his father namely Joginder Singh along with other shop residential house Khewat/Khatauni Nos.304/334, Khasra No.157 (0-18) marlas and Khewat/Khatauni No.104/116, Khasra No.158 (1-0), being part of House



No.280 (Triple Storey) within Phirni of Village Kajheri, UT., Chandigarh and the said shops along with residential houses were transferred within the blood relation by his father namely Joginder Singh and mother Smt. Swaran Kaur in favour of Harjit Singh, Lakhvir Singh and Sukhdev Singh vide registered sale deed No.518 dated 25.04.2016 registered at Sr. No.2410 dated 15.07.2016 and registered at Sr. No.618 dated 26.04.2016 which was got registered with the Sub-Registrar, UT., Chandigarh and the mutations were sanctioned in favour of the respondent and other brothers and three storey building including shop No.4 along with residential house came in the share the respondent by way of family settlement dated 06.12.2016, between the family members. Mutation was also sanctioned in favour of respondent and his brother by the Tehsildar (Revenue) UT., Chandigarh. Petitioner was depositing the rent of the Shop No.4 in the joint account of the respondent and his father namely Joginder Singh in the State Bank of Patiala, Branch Kajheri, UT., Chandigarh.

3. Petitioner did not pay rent from 01.07.2011 upto September 2014 excluding electricity and water charges to the father of respondent namely Joginder Singh. Thereafter, Joginder Singh, father for respondent filed a petition before learned Rent Controller, Chandigarh. Since arrears of rent were paid along with interest on 21.10.2014, therefore, the rent petition was dismissed as withdrawn.

4. Since the property was transferred by parents of the respondent, between three brothers namely Harjit Singh, Lakhvir Singh and Sukhdev Singh (respondent), therefore, by way of family settlement dated 06.12.2016, the property was partitioned between three brothers and shop No.4 which was given to the petitioner on rent came in the share of respondent along



with three storey 2<sup>nd</sup> floor residential building. The petitioner was depositing the rent at the rate of Rs.2,400/- per month excluding electricity and water charges in the joint account of respondent and his father namely Joginder Singh.

5. The respondent was living with his father and brother jointly and after the property was transferred by way oral partition as per the settlement between the three brothers, three storey residential building along with shop No.4 came in the share of respondent, therefore, after the death of his father, the respondent being 30% handicapped from both the legs decided to open dairy milk and other milk products in shop No.4 occupied by the petitioner. Therefore, he filed eviction petition on the ground of personal necessity in the year 2017 and the same was allowed by learned Rent Controller, Chandigarh, vide order dated 26.10.2021 and the petitioner was directed to vacate the demised premises i.e. shop No.4.

6. Thereafter, the petitioner filed appeal against order dated 26.10.2021 passed by learned Rent Controller, Chandigarh, which was dismissed on 30.04.2025. Hence, the present revision petition.

**SUBMISSIONS OF LEARNED COUNSEL FOR THE PETITIONER**

7. Learned counsel for the petitioner contends that findings given by both the authorities are patently erroneous, perverse and against the law. He further contends that the rent agreement (Ex.R-1 to R-3) shows that the petitioner was tenant of father of respondent and there is no relationship of landlord-tenant between the petitioner and respondent. He therefore, prays that the present petition be allowed and order dated 26.10.2021, passed by learned Rent Controller, Chandigarh and judgment dated 30.04.2025, passed by learned Appellate Authority, Chandigarh, be set aside.



8. I have heard learned counsel for the petitioner and have gone through the file of this case with his able assistance.

**ANALYSIS AND DISCUSSION**

9. A perusal of file shows that the respondent has examined Vinod Kumar, Patwari, Circle, Kajheri, U.T., Chandigarh as PW-2, who brought the summoned record in original. Ex.P-4 is the jamabandi, which is proved by him to be correct jamabandi as per their official record. He further deposed that in the column of ownership, Sukhdev Singh (respondent) was shown as owner vide mutation No.3625, 3626 and 3631 in Khasra No.157 situated in Village Kajheri and further that Ex.P-4 was prepared by him.

10. Ajit Singh was examined as PW-4, who stated that he was one of the witness before whom the family settlement was executed, whereby, the property was partitioned between three brothers.

11. Pritpal Singh, Junior Assistant, Office of Sub-Registrar, Sector 17, Chandigarh was examined as PW-5, who brought the summoned record in original pertaining to transfer deeds (Ex.P-1 to P-3) and proved the same to be correct as per his record.

12. The petitioner also examined his witnesses.

13. It is not disputed that petitioner was depositing the rent of shop No.4 in joint account of respondent and his father namely Joginder Singh in the State Bank of Patiala, Branch Kajheri, U.T., Chandigarh.

14. The respondent filed eviction petition under Section 13 of 1949 Act as extended in the urban areas of Union Territory, Chandigarh for his personal necessity to carry out the business of milk dairy in shop No.4, which came in the share of respondent in the family settlement between the three brothers.



15. Shop No.4 i.e. the demised premises was given on rent to the petitioner on 11.09.2016 for 11 months and rent agreement was renewed from time-to-time by increasing rent of Rs.200/- per annum and lastly shop No.4 was given on rent on 09.03.2011 at the rate of Rs.2,400/- per month excluding electricity and water charges from 01.02.2011 to 31.02.2012 (Ex.R-3). The parents of the respondent transferred their properties including the house and shops in favour of their three sons namely Sukhdev Singh (respondent), Harjit Singh and Lakhvir Singh vide registered transfer deed dated 25.04.2016, 15.07.2016 and 28.04.2016 (Ex.P-1 to P-3) and on the basis of transfer deed mutation was also sanctioned in favour of three sons in equal shares.

### **DECISION**

16. As per Section 13(3)(a)(ii) of 1949 Act, the landlord may apply to the Rent Controller for an order directing the tenant to put the landlord in possession, in case the rented property is required for his own use.

17. In the present case, undisputedly, respondent is owner of shop No.4, measuring 10'-7.5" x 9'.6" as per the partition agreement between the three brothers after the demise of their father Joginder Singh. Further, the rent was used to be deposited in joint account of respondent and his father namely Joginder Singh. Respondent is 30% handicapped from both the legs, cannot walk properly and do any hard work, therefore, he wanted to open a shop of dairy milk and other milk products in shop No.4.

18. It is settled law that landlord is a best judge of his requirement and tenant cannot put him to his own terms. Hon'ble Supreme Court in **Sarla Ahuja Vs. United India Insurance Company Ltd., 1998(8) SCC 119,** has held that it is not for the tenant to dictate terms to the landlord as to how



else he can adjust himself without getting possession of the tenanted premises.

19. The relevant para 14 of the **Sarla Ahuja's case (supra)**, is reproduced as under:-

*“14. The crux of the ground envisaged in clause (e) of Section 14(1) of the Act is that the requirement of the landlord for occupation of the tenanted premises must be bona fide. When a landlord asserts that he requires his building for his own occupation the Rent Controller shall not proceed on the presumption that the requirement is not bona fide. When other conditions of the clause are satisfied and when the landlord shows a prima facie case it is open to the Rent Controller to draw a presumption that the requirement of the landlord is bona fide. It is often said by courts that it is not for the tenant to dictate terms to the landlord as to how else he can adjust himself without getting possession of the tenanted premises. While deciding the question of bona fides of the requirement of the landlord it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted himself.”*

20. The Hon'ble Supreme Court in **Joginder Pal Vs. Naval Kishore Behal, 2002(5) SCC 397**, has held as under:-

*“24. We are of the opinion that the expression 'for his own use' as occurring in Section 13(3)(a)(iii) of the Act cannot be narrowly construed. The expression must be assigned a wider, liberal and practical meaning. The requirement is not the requirement of the landlord alone in the sense that the landlord must for himself require the accommodation and to fulfill the requirement he must himself physically occupy the premises. The requirement of a member of the family or of a person on whom the*



*landlord is dependent or who is dependent on the landlord can be considered to be the requirement of the landlord for his own use. In the several decided cases referred to hereinabove we have found the pari-materia provisions being interpreted so as to include the requirement of the wife, husband, sister, children including son, daughter, a widowed daughter and her son, nephew, coparceners, members of family and dependents and kith and kin in the requirement of landlord as "his" or "his own" requirement and user. 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 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 inter-relation 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 landlord for his son's office. The case squarely falls within the scope of Section 13(3)(a)(ii) of the Act.*

*33. Our conclusions are crystalised as under:*

*(1) the words for his own use as occurring in Section 13(3)(a)(ii) of the East Punjab Urban Rent Restriction Act, 1949 must receive a wide, liberal and useful meaning rather than a strict or narrow construction.*

*(ii) The expression landlord requires for 'his own use', is not confined in its meaning to actual physical user by the landlord personally. The requirement not only of the landlord himself but also of the normal 'emanations of the landlord is included therein. All the cases and circumstances in which actual physical occupation or user by someone else, would amount to occupation or user by the landlord himself, cannot be exhaustively enumerated. It will depend on a variety of factors such as inter-relationship and inter-dependence economic or otherwise, between the landlord and such person in the background of social, socio-religious and local customs and obligations of the society or region to which they belong.*

*The tests to be applied are: (i) Whether the requirement pleaded and proved may properly be regarded as the landlord's own requirement ? and, (ii) Whether on the facts and in the circumstances of a given case actual occupation and user by a person other than the landlord would be deemed by the landlord as 'his own' occupation or user? The answer would, in its turn, depend on (i) the nature and degree of relationship and/or dependence between the landlord pleading the requirement as 'his*





*own' and the person who would actually use the premises, (ii) the circumstances in which the claim arises and is put forward, and (iii) the intrinsic tenability of the claim. The Court on being satisfied of the reasonability and genuineness of claim as distinguished from a mere ruse to get rid of the tenant, will uphold the landlord's claim.*

*(iv) While casting its judicial verdict, the Court shall adopt a practical and meaningful approach guided by the realities of life.*

*(v) In the present case, the requirement of landlord of the suit premises for user as office of his chartered accountant son is the requirement of landlord for his own use within the meaning of Section 13(3)(a)(ii).”*

21. The Hon’ble Supreme Court in **Ajit Singh and another Vs. Jit Ram and another, 2008(9) SCC 699**, has held as under:-

*“9. It is an admitted position that the said shop is at Village Badheri, Chandigarh. Since the eviction granted by the appellate authority and reversed by the High Court in revision was on bonafide requirement of the appellants, it will be fit and proper that Section 13 (3) (a) (ii) of the Rent Act should now be referred to, which runs as under:*

*"13. Eviction of tenant -*

*(3)(a) A landlord may apply to the controller for an order directing the tenant to put the landlord in possession;*

*(1).....*

*(ii) in the case of non-residential building or rented land, if*

*(a) he requires it for his own use;*

*(b) he is not occupying in the urban area concerned for the purpose of his business any other such building or rented land as the case may be; and*

*(c) he has not vacated such a building or rented land*



*without sufficient cause after the commencement of this Act, in the urban area concerned;"*

*A plain reading of the aforesaid provision, namely, Section 13 (3)(a)(ii) of the Rent Act would show that in order to get an order of eviction on the aforesaid ground, the landlord had to aver and prove that the landlord required the said shop for his own use as the said shop was a non-residential building. In **Joginder Pal v. Naval Kishore Behal, 2002(1) RCR (Rent) 582: [(2002)5 SCC 397]**, this Court considered the aforesaid provision in detail and interpreted the words "his own use" in regard to a non-residential building. In that view of the matter, it would be appropriate for us to refer to the aforesaid consideration by this Court in the aforesaid decision which crystallised the question as under:*

*"(1) The words "for his own use" as occurring in Section 13 (3)(a)(ii) of the Act must receive a wide, liberal and useful meaning rather than a strict or narrow construction.*

*(2) The expression landlord requires for "his own use" is not confined in its meaning to actual physical user by the landlord personally. The requirement not only of the landlord himself but also of the normal "emanations" of the landlord is included therein. All the cases and circumstances in which actual physical occupation or user by someone else, would amount to occupation or user by the landlord himself, cannot be exhaustively enumerated. It will depend on a variety of factors such as interrelationship and interdependence economic or otherwise, between the landlord and such person in the background of social, socio-religious and local customs and obligations of the society or region to which they belong.*



*(3) The tests to be applied are: (i) whether the requirement pleaded and proved may properly be regarded as the landlord's own requirement; and, (ii) whether on the facts and in the circumstances of a given case, actual occupation and user by a person other than the landlord would be deemed by the landlord as "his own" occupation or user. The answer would, in its turn, depend on (i) the nature and degree of relationship and/or dependence between the landlord pleading the requirement as "his own" and the person who would actually use the premises; (ii) the circumstances in which the claim arises and is put forward; and (iii) the intrinsic tenability of the claim. The court on being satisfied of the reasonability and genuineness of claim, as distinguished from a mere ruse to get rid of the tenant, will uphold the landlord's claim.*

*(4) While casting its judicial verdict, the court shall adopt a practical and meaningful approach guided by the realities of life. (5) In the present case, the requirement of the landlord of the suit premises for user as office of his chartered accountant son is the requirement of landlord "for his own use" within the meaning of Section 13 (3)(a) (ii)."*

*10. This judgment is the answer to the question posed before us. Here also, the requirement is made for the son who is admittedly the owner of the shop room and also the landlord, after the said shop was, by a family partition dated 26th of August, 1998, given to the son who also became the landlord after family partition and also he became the owner of the said shop by such family partition.*

*11. From the aforesaid decision of this Court, it is therefore, clear that this Court has laid down authoritatively that a non-residential premises, if required*



*by a son for user by him would cover the requirement of words used in the Section, i.e. "for his own use" in reference to a landlord. Therefore, if "his own use" has been interpreted by this Court in the above-said manner, then the requirements as laid down in Section 13 (3)(a) (ii)(b) and (c) of the Act has to be interpreted in the same manner to hold that (a) the son of the landlord has to plead in the eviction petition that, (b) he is not occupying in the urban area concerned for the purpose of his business any other such building or rented land as the case may be; and (c) he has not vacated such a building or rented land without sufficient cause after the commencement of the Rent Act, in the urban area concerned.*

*15. At this stage, an argument advanced by the learned counsel for the respondents may be considered. The learned counsel for the respondents relied on a decision of this Court in *Hasmat Rai & Anr. v. Raghunath Prasad*, 1981(2) RCR (Rent) 401: [(1981)3 SCC 103] and contended that a portion of the demised premises may also be used as a residential premises, which cannot be considered to be a commercial premises for the purpose of evicting the tenant under Section 13 (3)(a)(ii) of the Rent Act. We are unable to accept this submission of the learned counsel for the respondents, for the simple reasons, first, the decision in *Hasmat Rai's* case (*supra*) was based on *M.P. Accommodation Control Act, 1961* which confers on the authority to pass order of eviction on the ground of bonafide requirement on a different wording from the words used in *East Punjab Urban Rent Registration Act, 1949*. Furthermore, it may be reiterated that in order to obtain an order of eviction under Section 13 (3)(a)(ii) of the Rent Act, the landlord has to prove, as noted herein earlier, that he required the said shop for his*



*own use and the said shop was a non- residential building. In this case, admittedly the said shop is used for commercial purposes and therefore there was no question of the said shop being used as residential purposes or being used for a portion of residential purposes for residential use. That being the position, the aforesaid decision, in our view, is clearly distinguishable. Accordingly, the above decision of this court is of no help to the respondents.”*

22. The Hon’ble Supreme Court in **Raghunath G. Panhale V. M/s Chagan Lal Sudarji and Company, 1999(2) RCR (Rent) 485** has enumerated the following guidelines:-

- i.) Requirement of landlord must be both reasonable and bonafide.*
- ii) The word "reasonable" connotes that requirement is not fanciful or unreasonable. It cannot be mere desire.*
- iii) The word requirement coupled with the word reasonable means that it must be something more than mere desire but need not certainly be a compelling or absolute or dire necessity.*
- iv) A reasonable and bonafide requirement is something in between a mere desire or wish on one hand that a compelling or dire or absolute necessity at the other end.*
- v) It may not be need in praesenti or within reasonable proximity in the future. The word bona fide means that need must be honest and not be trained with any oblique motive.*



*vi) Language of provision cannot be unduly stretched or strained as to make it impossible for landlord get possession. Construction of relevant statutory provision must strike a balance between right of landlord and right of tenant.*

*vii) Court should not proceed on assumption that requirement of landlord was not bona fide and that tenant could not dictate to the landlord as to how he should adjust himself without getting possession of tenant premises”*

### **CONCLUSION**

23. As per the law laid down by Hon’ble Supreme Court in above referred to judgments, bonafide requirement is explained, which means that need must be honest and not tainted with any oblique motive.

24. Further, Hon’ble Supreme Court has categorically held that Rent Controller, should proceed with presumption that requirement is bonafide and it is not for the tenant to dictate terms to the landlord as to how else he can adjust himself without getting possession of the tenanted premises.

25. Hon’ble Supreme Court has defined “for his own use” by holding that it would include the use of family members or a person, who is dependent on landlord or of whom landlord is dependent.

26. In view of the above and law laid down by Hon’ble Supreme Court as referred to above, the present petition is dismissed. Order dated 26.10.2021, passed by learned Rent Controller, Chandigarh and judgment



dated 30.04.2025 passed by learned Appellate Authority, Chandigarh are upheld.

27. Pending miscellaneous applications, if any, are also disposed of.

**July 31<sup>st</sup>, 2025**

*Ayub*

*Whether speaking/reasoned* : *Yes/No*

*Whether reportable* : *Yes/No*

**(SUDEEPTI SHARMA)**  
**JUDGE**