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

Reserved on: 25th January, 2021

Date of decision: 5th March, 2021

+ **RC.REV. 174/2020 & CM APPL. 913/2021**

**THE TECHNOLOGICAL INSTITUTE OF TEXTILES AND
SCIENCES THR AR PARMOD SINGH** Petitioner

Through: Mr. Jayant K. Mehta, Mr. Sukant
Vikram, Mr. Nipun Malhotra and Mr.
Kumar Shashwat, Advocates.
(M: 9717062602)

versus

**M/S SHREE NATH JI DEVELOPERS THR ITS PARTNER
UMESH CHAND AGGARWAL** Respondent

Through: Mr. Sudhir Nandrajog, Senior
Advocate.
Mr. Anupam Lal Das, Senior
Advocate with Mr. Anuj Kumar Garg
and Mr. Krishna M. Singh, Advocates
(M: 99993107420).

CORAM:

JUSTICE PRATHIBA M. SINGH
JUDGMENT

Prathiba M. Singh, J.

1. The present revision petition has been filed challenging the impugned order dated 7th February, 2020 by which the leave to defend application filed by the Petitioner/Tenant (*hereinafter*, 'Tenant') has been dismissed by the Id. Additional Rent Controller (*hereinafter*, 'ARC') in *E. No. 662/2018 in CIS No. 887/2018* titled *M/s Shree Nath Ji Developers v. The Technological Institute of Textiles and Sciences*.

Brief Facts

2. The brief background to this petition is that the ground floor of Shop No.1597, Ward No. II, Jogdhian Colony, Bhagirath Palace, Chandni Chowk,

Delhi (*hereinafter, 'tenanted premises'*) was taken on rent by the Tenant from 1960 onwards from its erstwhile owner, Mr. Jogdhian Rastogi. The Tenant is a registered Society under the West Bengal Society Registration Act, 1961 and claims to be a Non-Profit Organization which takes over, or otherwise supports schools, colleges or other educational institutions for the development of education and diffusion of knowledge in different branches of textile technology and other fields of sciences. The Landlord/Respondent (*hereinafter, 'Landlord'*) is a partnership firm which is engaged in the real estate business.

3. The first and second floor in Property No. 1526, Bhagirath Palace, Chandni Chowk, Delhi (*hereinafter, 'Property No.1526'*) was purchased by the Landlord on 2nd May, 2011 from the legal heirs of Mr. Jogdhian Rastogi. It consists of 58 shops, including the tenanted premises, as well as Shop No.128, which is stated to be the office of the Landlord. On 5th October, 2013, the Landlord purchased Property No. 1597-98, Ground Floor, Ward No. II, Jogdhian Colony, Bhagirath Palace, Chandni Chowk, which includes the tenanted premises. The Landlord issued a legal notice dated 12th November 2013 to the Tenant, demanding deposit of rent as it had stepped into the shoes of the previous owners.

4. It is claimed that the tenanted premises was under the Slum Development Authority. Accordingly, the Landlord filed an application under Section 19 of the Slum Areas (Improvement and Clearance) Act, 1956 (*hereinafter, 'Slum Act'*), and received sanction from the Competent Authority to take action in respect of its Tenants vide order dated 5th January, 2018.

5. The Tenant challenged the aforesaid order by filing a writ petition,

being *W.P(C) No. 1244/2018* titled *The Technological Institute of Textiles and Sciences v. MCD (North) & Ors.*, before this Court, which is pending as on date. During the pendency of these proceedings, the Landlord moved an application under Section 14(1)(d) of the Delhi Rent Control Act, 1958 (*hereinafter, 'DRC Act'*) seeking eviction of the Tenant, however, the same was dismissed on 4th February, 2017. The Landlord has appealed the order of dismissal, which appeal is also stated to have been dismissed.

6. Thereafter, the Landlord moved an application under Section 14(1)(e) of the DRC Act. In the said petition, the leave to defend application of the Petitioner has been dismissed by the impugned order dated 7th February, 2020. The operative portion of the order reads as under:

“16. Hence, the application for leave to defend filed by respondent is ordered to be dismissed. Consequently, eviction order is liable to be passed against the respondent u/s Section 25 B (4) of the Act. In view of above, petition is held entitled for recovery of the tenanted premises, i.e., 1597, Ground Floor, Bhagirath Palace, Chandni Chowk, Delhi, as shown in red colour in the site plan filed with the petition. However, the petitioner would not be entitled to initiate execution proceedings for recovery of possession of the tenanted premises before expiration of six months from today in view of provisions given in Section 14 (7) of the Act. Keeping in view the facts & circumstances of the case, no order as to costs.”

Hence, the present petition.

Submissions of the Tenant

7. Mr. Jayant Mehta, ld. counsel appearing for the Tenant, submits that the premises are being used for the purpose of storage of goods of educational institutes run by the Tenant. The rent being paid is Rs.1,040/-

per month.

8. The Tenant assails the impugned order on four grounds, which are as follows:

- (i) The primary ground on which the Tenant opposes eviction is that the Landlord already has an office in Shop No.128 of the same building i.e., Property No.1526, as stated in the memo of parties of the eviction petition. Ld. counsel for the Tenant further submits that Property No.1526, which was purchased by the Landlord, in fact, has a total of 58 shops. It is submitted that though it is the case of the Landlord that 41 shops were sold before filing of the petition, in that case as well, the Landlord owns the remaining 17 shops in the building, where he also operates his office, and cannot be entitled to a decree under Section 14(1)(e) of the DRC Act. It is thus submitted that the Landlord herein is not an ordinary landlord but a person who deals with properties on a daily basis. Thus, the standard of *bonafide* use that could have been applied would not be the same as the standard that should be applied in this case.
- (ii) Secondly, it is submitted that the ARC placed enormous importance on the fact that a demolition order has been passed against 17 shops and also recorded that the demolition order was on record. To the contrary, ld. counsel submits that except the order at page 208, which is not a demolition order and is in fact a letter of intimation, there is no demolition order which was placed on record and the letter of the North Delhi Municipal Corporation (*hereinafter* 'NrDMC'), which is relied upon by the Landlord, does not prove that the shops were not habitable. The same has seen the light of the day for the first time with

the written synopsis filed in this matter before this Court. Surprisingly, the ARC refers to the demolition order and hence, the impugned order is not a tenable order.

- (iii) Thirdly, the Id. ARC has completely missed the point on burden of proof. Ld. counsel submits that the burden of proof initially lies on the Landlord and not on the Tenant. The admission that the Landlord has Shop no.128 as his office is, thus, itself sufficient at the leave to defend stage to prove the said fact. Nothing more would be required in law. The Tenant cannot be asked to prove negative what the Landlord admits.
- (iv) Fourthly, he submits that once a triable case is made out, leave to defend should be granted. He relies upon the following judgments to argue that at the stage of leave to defend, a very strong case need not be shown and only triable issues need to have been raised:
 - (a) ***Charan Dass Duggal v. Brahma Nand, (1983) 1 SCC 301***
 - (b) ***Precision Steel & Engineering Works and Anr v. Prem Deva Niranjana Deva Tayal, (1982) 3 SCC 270***
 - (c) ***Deepak Gupta v. Sushma Aggarwal, (2013) 202 DLT 121.***

The proposition canvassed on the strength of the aforementioned three judgments is that a frivolous defense cannot be entertained and the burden to prove *bonafide* need is on the Landlord. Once the Landlord has admitted that the said address exists and correspondence is received by a guard posted there and if rent is being received, that is sufficient proof at the leave to defend stage.

- 9. Moreover, Id. counsel submits that at the stage of the leave to defend application, the Court adopts a liberal approach and exclusion of the trial

would not be permissible. He submits that the same is considered mandatory if triable issues are raised. Insofar as the Tenant's affidavit is concerned, if the affidavit is *prima facie* considered as being plausible, further proof can only be sought at the stage of trial. Moreover, complicated issues of fact or law cannot be gone into at the stage of the leave to defend application. Mr. Mehta relies upon the judgment in *Sushma Khanna v. Rajwant Kaur, 2017 SCC OnLine Del 10855*, wherein the Supreme Court, under similar circumstances i.e., the landlord therein had six shops, granted leave to defend to the tenant therein.

10. Ld. counsel then takes the Court through the impugned order and points out various errors by the ld. ARC at pages 61, 62, 63, 65 and 66. After reading the impugned order, he concludes that the ld. ARC has put an enormous burden upon the Tenant at the stage of leave to defend, which approach is contrary to law, inasmuch as the Tenant only needs to establish plausibility and not proof. He submits that the ld. ARC has reversed the burden of proof as contained in law by holding that the Tenant does not show that the administrative office of the Landlord is functioning at Shop No.128 and that the shops are not demolished. This puts the burden of proof in the negative, which is not the correct approach as per the DRC Act. Insofar as the alternate address available with the Landlord-firm is concerned, it is submitted that the ld. ARC has again wrongly held that the burden of proof for establishing that an alternate address is available has not been discharged by the Tenant.

11. Mr. Mehta submits that the Tenant does not have to show *prima facie* evidence at the stage of the leave to defend application. In support of his application, he relies upon paragraphs (e), (f) & (j) of the leave to defend

application where the Tenant categorically states that the Landlord is using Shop No.128. He further argues that there is no document placed on record to show that 41 shops were sold and that would be a matter of evidence.

12. Mr. Mehta, ld. counsel further submits that in the list of documents, there is no demolition order which is mentioned, though the same finds a mention in the pleadings of the eviction petition under Section 14(1)(e) of the Delhi Rent Control Act, 1958. In paragraph 7 of Annexure A to the eviction petition, there is a mention of the demolition order, however, at page 154, no demolition order has been placed on record. Ld. counsel thereafter relies upon CM APPL. 31672/2020 to argue that the order of demolition now relied upon is dated 19th October, 2015. Thus, there was no order of 27th July, 2015. Moreover, he submits that the said document was not on record when the trial court heard the leave to defend application inasmuch as even as per the postal receipt on Annexure R-2 of the application, the written submissions, along with the said demolition order, were purportedly sent on 3rd February, 2020. The trial court reserved judgment on 20th January, 2020. Thus, there was no occasion for the demolition order to be considered by the trial court.

13. Ld. counsel further submits that the Landlord continues to use Shop No. 128 as the functional address as there is no sealing or demolition of the said shop. This is evident from a perusal of the partnership deed, the petition filed in the trial court, the registered office of the Landlord being Shop No.128 etc. Ld. counsel concludes by stating that the present petition is now dealing with the leave to defend application, where the tenant has to only show a triable case.

Submissions of the Landlord

14. On the other hand, Mr. Nandrajog, Id. Senior Counsel appearing for the Landlord submits that the NrDMC's letter, placed at page 208 of the petition, proves that the said shops were sealed/demolished. The said letter, which was issued by the NrDMC, pursuant to the representations filed by the Landlord dated 25th July, 2016 and 10th February, 2018, shows that the Landlord sought permission to repair 17 part-demolished shops, which request was rejected by the legal department of the NrDMC. Ld. Sr. Counsel submits that the said letter, which was on record before the ARC, itself proves beyond any doubt that the 17 shops remain sealed and the Landlord requires the tenanted premises for the purpose of running its office.

15. It is further argued that the onus of proving that the Landlord has an alternate property is on the Tenant and this fact has been discussed in detail by the ARC in the impugned order, where it has clearly been held that the Tenant has failed to discharge the said burden. He further relies upon the finding of the ARC in paragraph 9 of the impugned order, to argue that while the Landlord was able to show that the shops were sealed by means of the letter issued by the NrDMC, the Tenant was unable to show that the shops were in usable condition. He further relies upon the finding of the ARC that the Landlord has clearly established by the demolition order that the NrDMC had sealed the shops in 2015.

16. Ld. Senior Counsel appearing for the Landlord submits that the eviction petition itself is clear on all the facts. He submits that the Landlord has clearly stated that 41 shops had been sold and shutters of 17 shops had been removed and the shops were demolished/sealed by the NrDMC. He submits that when this position is read with the list of documents contained

in the order of the NrDMC, nothing further needs to be established.

17. Mr. Nandrajog then submits that the order of the NrDMC itself was sufficient for the Court to believe the version of the Landlord. He further submits that in the leave to defend application, apart from making mere allegations and bald averments that selling of the shops is false and demolition of the shops is false, nothing further has been put forth by the Tenant. He submits that these averments are vague and ambiguous. The ARC has clearly held that the leave to defend cannot be granted on the basis of vague averments. He further submits that the plea of the Tenant is without any basis and thus, such averments cannot be considered to be sufficient.

18. He finally concludes by arguing that in revisional jurisdiction, the Court does not have to reappreciate all the facts. Instead, the Court is to broadly see if the ARC's approach is in accordance with law. He relies upon the judgments of the Supreme Court in *Baldev Singh Bajwa v. Monish Saini*, (2005) 12 SCC 778 and *Ram Saroop & Ors. v. Viney Kumar Mahajan*, [RC. REV.112/2016, decided on 24th July, 2017], as well as the judgment of this Court in *Lalta Prasad Gupta v. Site Ram* [RC.REV.352/2017, decided on 2nd August, 2017].

19. Mr. Das, Id. Senior counsel thereafter appearing for the Respondents concedes that the order of demolition was not filed with the eviction petition. However, the same was part of the written submissions. He relies upon the contents of the order dated 19th October, 2015 which records that there was a demolition order which has been passed on 27th July, 2015. Thus, he submits that there can be no doubt that the document exists. Moreover, he also submits that the said documents, along with the written submissions, find reference in the impugned order dated 7th February, 2020

on page 65, where the trial court records that the demolition order is on record. Thus, there can be no doubt that the said documents are on record. Finally, he submits that the order is filed on page 1159 of the trial court record.

Finding and Analysis

20. Heard ld. counsels for the parties. The short question is as to whether the ld. Rent Controller was right in rejecting the leave to defend of the Tenant in the petition under Section 14(1)(e) of the DRC Act.

21. The Landlord-Tenant relationship between the parties is admitted. It is also not in dispute that the petition is governed by the provisions of the DRC Act. The Tenant has been in possession of the tenanted premises, since 1960 i.e., for more than 60 years. The monthly rent for the premises is Rs.1040/-. The present Landlord purchased the tenanted premises in 2013 and since then, has made various attempts to evict the Tenant and obtain possession of the tenanted premises. Initially, the Landlord sought permission under Section 19 of Slum Act for instituting and commencing eviction proceedings. The same was granted by the competent authority but the challenge to the same is pending before this Court. A petition under Section 14(1)(d) of the DRC Act was also filed, which was dismissed by the ld. Additional Rent Controller on 4th February, 2017.

22. The petition under Section 14(1)(e) of the DRC Act was filed in October, 2018, on the ground of *bona fide* need. The main ground on which eviction was sought was that Shop No.128, which was being used as the administrative office of the Landlord, has been demolished/sealed in 2015. A substantive part of the arguments addressed by the parties was on the issue as to whether Shop No.128 was indeed being used or not by the

Landlord. The case of the Tenant is that the Landlord continues to use the said shop's address in all its pleadings and documents, as also in the affidavits and that there is a presumption that the said premises is being used. The Landlord's stand is that the said shop has been sealed/demolished way back in 2015 and is not being used, though the address may be used by the Landlord.

23. The Id. ARC has, vide the impugned order dated 7th February, 2020, accepted the case of the Landlord and observed that the Landlord has been able to prove that Shop No.128 has been sealed. The relevant extract of the ARC's order is extracted herein below:

“

The petitioner's alleged claim of bonafide requirement is exclusively premises around the allegation that the shop no. 128 situated in property bearing no. 1526, Bhagirath Palace, Chandni Chowk, Delhi is not available to the petitioner for running its administrative office due to alleged demolition and / or sealing thereof by NDMC in the year 2015, which itself is farce on the face of it and contrary to records which shows that the petitioner is actively running its administrative office from the said very premises being in possession and in control of the said shop.

The petitioner had placed on record the Demolition order. Per contra, the respondent had not shown any document in support of his averment that the shops have not been sealed. Respondent had stated that the petitioner had stated the address of shop no. 128 everywhere as its administrative office, per contra, the petitioner had argues that the same had been used only because earlier shop no. 128 was being used as administrative office and the same was circulated everywhere. That for the

convenience sake, the same is being used even now and the guard of the petitioner firm sits outside the office to collect correspondence, if any. The respondent could not furnish any proof that office at 128 is working. The defence is thus negated.”

This finding of the Id. ARC is vehemently questioned by the Tenant and lengthy arguments were addressed on the said issue.

24. The Landlord purchased property No. 1526, Bhagirath Palace, Chandni Chowk in 2011, which consisted of 58 shops. Out of these, 41 shops have already been sold. The status of the remaining 17 shops is clearly contained in the letter of the Nr.DMC, which records as under:

“Subject: - Intimation w.e.f. representation dated 25.07.2016 and 10.02.2018 in respect of property bearing No. 1526, Bhagirath Palace, Chandni Chowk, Delhi in terms of directions passed by Hon’ble High Court in W.P.(C) No. 8906/2015

Sir,

*Your representation dated 25.07.2016 & 10.02.2018, wherein existence of 29 shops each on the 1st & 2nd floor of property bearing number 1526, Bhagirath Palace, Chandni Chowk, Delhi, in terms of order dated 03.11.2011 and further permission to repair 17, **part demolished shops** have been considered by the department, wherein the legal department/NDMC, vide opinion dated 14.04.2018 has opined as under:*

“In view of the orders passed by the Hon’ble High Court dated 08.08.2016 in W.P.(C) No.8906/2015 and the detailed note of the department accompanied with order dated 03.11.2011, report of DOI, Vigilance Department, the department must wait for the outcome of the closure proceedings pending before the Ld. MM

(Central) Tis Hazari Courts, Delhi fixed for 04.06.2018 for consideration on the closure report in FIR No. 854/2014 dated 28.10.2014.”

*In view of the above, **the permission to repair 17 part demolished shops is kept in abeyance**, as per the orders of the competent authority, whereby, it has been ordered as “in view of the opinion of CLO/NDMC, whereby, the outcome of the closure proceedings before Ld. MM (Central), Tis Hazari, Delhi fixed for 04.06.2018 in FIR dated 28.10.2014 be allowed.”*

25. Though no date appears on the letter placed on record, a reading of the same shows that it is of a period between February 2018 to June 2018. A perusal of the above letter shows that the Landlord has made repeated attempts to repair the 17 shops, which, according to the Landlord, are part-demolished and sealed. In fact, even the shutters of the said shops are also stated to have been removed. However, the Nr.DMC has rejected the same. The Tenant raises an issue in respect of this letter to argue that while this letter was on the record of the Id. ARC, the actual demolition order was not present on record and was only filed with the written submissions. This point is moot, inasmuch as the letter of the Nr.DMC extracted above, which was on the record of the Id. ARC, clarifies the position quite clearly. It clarifies that the Landlord sought permission to repair 17 shops and that the said 17 shops are part-demolished. The permission to repair was not granted and was kept in abeyance due to various other pending proceedings.

26. Under such circumstances, whether the finding of the Id. ARC, that the Landlord did not have an alternate accommodation, is correct or not is the simple question. In the opinion of this Court, the stand of the Landlord that no other alternate premises are available, ought to be tested on the anvil

of whether any proper alternate premises are available. The mere fact that the Landlord has certain other premises which are all embroiled in some sort of uncertainty due to sealing/demolition, would, in effect, make the said shops unavailable for use of the Landlord. An alternate premises has to be a readily available and usable premises for the nature of operation which the Landlord wishes to conduct.

27. In the present case, the Landlord may be a property developer who has purchased this property. It is seeking eviction on the ground that it requires the tenanted premises for its own administrative office. No photographs of an alternate office have been placed on record by the Tenant. The Tenant has also not filed any documents, photographs or sketches to show that Shop No.28 is currently being used by the Landlord. The existence on paper of an alternate address cannot mean that *bona fide* need of the Landlord is met. The Landlord has clearly shown on record that there is no other alternate premises available. This is also the finding of the Id. ARC. Moreover, even a perusal of order dated 19th October, 2015, passed by the Nr.DMC, which is stated to have been filed along with the written submissions, clearly shows that demolition orders have been passed in respect of the premises in question. The Landlord continues to wrestle with the NrDMC in respect of the sealing and part-demolition. However, these orders of the NrDMC are clear evidence that ready availability of a premises is in doubt.

28. The short point that the Tenant attempts to raise is that the demolition order itself was not on record and was filed with the written submissions. This, to say the least, is a very weak defence. The documents of the Nr.DMC are part of the public record. The demolition order dated 14th/19th

October, 2015 placed on record of the ARC with the written submissions and before this Court with an application, fully reiterates that all the 17 shops are part demolished and not usable.

29. The finding of the Id. ARC is clear and categorical i.e., that the Landlord does not have an alternate premises. The finding of the ARC in this respect is as under:

“Availability of alternative suitable accommodation:-

13. The present eviction petition has been filed to meet the commercial need of the son of the petitioner. Petitioner had stated that they have no other alternative suitable accommodation to meet the need. The respondent had stated that the first floor of property no. 1597/1598 is available with the petitioner, however, it is nowhere shown that the same is lying vacant so as to meet the requirement of the petitioner. Petitioner had stated that shop available in property no. 1598 is not suitable, the same could not be contradicted by the respondent with cogent material. Merely having alternate accommodation is not enough. The alternate accommodation should be also sufficient to meet the need of the petitioner for which the eviction petition had been filed. The respondent had failed to discharge the onus in proving that the petitioner has alternate available suitable accommodation.

Hence, it is held that petitioner has no other alternate suitable accommodation.”

30. This Court is exercising revisional jurisdiction and the law in respect thereof is quite well settled. A complete re-appreciation of the evidence is not to be made. The question that the Court needs to examine is whether the approach of the Id. ARC is in accordance with law. This is the legal position as held in the judgments of the Supreme Court in ***Shiv Sarup Gupta v. Mahesh Chand Gupta, (1999) 6 SCC 222*** and ***Daya Rani & Anr. v. Shabbir Ahmed [Civil Appeal No. 6595/2019, decided on 22nd August,***

2019].

31. The argument of the Tenant that in a leave to defend application, the Court has to be liberal in granting leave, ought to be appreciated in the factual background of this case. The Tenant has been in occupation of the tenanted premises for more than 60 years. The Tenant himself does not conduct any active business in the tenanted premises. The premises is allegedly used to store study material. On the other hand, the Landlord merely has a shop address i.e., Shop No.128, which itself does not appear to be a habitable and usable premises, owing to the sealing by the NrDMC. Thus, the *bona fide* need of the Landlord is sufficiently met.

32. One of the vehement submissions on behalf of the Tenant is that the Id. ARC has wrongly placed the burden of proof on the Tenant to show the negative i.e., the non-availability of an alternate premises for the Landlord. This, though at first blush seems an attractive argument, is liable to be rejected for two reasons:

- i) Firstly, because the Landlord has already shown, with the documents filed from the Nr.DMC, that all the 17 shops have been part-demolished/sealed and permission for repair has not been granted;
- ii) Secondly, once these documents have been placed on record by the Landlord, the Tenant ought to have shown that the premises was, in fact, available by placing either photographs or some such irrefutable document. However, the Tenant has made no effort to do the same, proving the point that the premises may be available on paper, but is in fact not available for use by the Landlord. A Id. Single Judge of this Court in ***Kailash Kumari & Anr. v. Shakuntala [RC***

REV 6/2017, decided on 2nd February, 2018] has taken a similar view to the effect that mere taking of vague pleas with respect to the availability of an alternate accommodation, without disclosing the relevant particulars, such as photographs etc., would not disentitle the Landlady therein from obtaining an order of eviction under Section 14(1)(e) of the DRC Act.

33. There is no dispute on facts i.e., the use being made by the Tenant of the tenanted premises. Insofar as the status of Shop No.128 is concerned, the NrDMC's documents clearly show that the premises are either sealed or partly demolished. These two facts being irrefutable, no further factual enquiry needs to be made.

34. For every plea raised by the Tenant, it cannot be argued that a leave to defend ought to be granted. The Landlord ought to be able to use the premises it finds more convenient. The Landlord cannot be pushed into a situation where it is forced to use the premises as per the Tenant's diktat. Every defense raised by the Tenant need not be one which requires trial. The untenable pleas of the Tenant also need not be entertained by the Court.

35. This Court is therefore of the opinion that no triable issue arises in the present case. A mere vague plea which is not established on record, cannot be the basis for grant of leave to defend. In the absence of a suitable alternative premises for the Landlord, due to the existing premises having been sealed or partially demolished, the *bona fide* need of the Landlord is established on record.

36. Both sides have cited a large volume of case law. This Court is of the opinion that the propositions which have been raised are well settled and each of the judgments need not be referred to and distinguished in the

present case.

37. Accordingly, the petition is rejected. The Tenant is given four weeks' time to handover peaceful and vacant possession of the tenanted premises to the Landlord. All pending applications are also disposed of.

PRATHIBA M. SINGH, J.

MARCH 5, 2021

Rahul/C

