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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 06.08.2026**# **CNR No. DLHC010357812026**+ **RC.REV. 268/2026 & CM APPL. 51437/2026 (Ex. From filing certified copies of the annexures)****OM PRAKASH AND ORS** PetitionersThrough: **Mr. Muzammil, Ms. Neha
Kapila and Ms. Shweta Rani,
Advs.**

versus

MAHENDRI AND ORS Respondents

Through:

**CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**% **JUDGEMENT (Oral)**

1. The present Petition, filed under Section 25B(8) of the **Delhi Rent Control Act, 1958¹**, seeks to challenge the Judgment dated 17.02.2026 passed by the **learned ACJ-cum-CCJ-cum Additional Rent Controller, North-West District, Rohini Courts, Delhi²** in **Eviction Petition No. 5596/2016³**, titled "*Poonam Singh vs. Mahendri & Ors.*", whereby the Eviction Petition filed by the Petitioners was dismissed.

2. Learned counsel appearing on behalf of the Petitioners submits that the challenge to the Impugned Judgement before this Court is

¹ DRC Act

² Learned ARC

³ Eviction Petition



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solely premised upon the ground that the learned ARC erroneously proceeded to hold that the Petitioners were unable to establish that they are the landlords to the Respondents/tenants and which was occasioned since the learned ARC did not consider the relevant documents placed on record by the Petitioners to establish their title over the subject property.

3. This Court has heard the learned counsel for the Petitioners and, with their able assistance, perused the material available on record, particularly, the Impugned Judgement.

4. Before proceeding to examine the grounds of challenge urged on behalf of the Petitioners, it would be apposite to advert to the scope and ambit of the revisional jurisdiction vested in this Court under the proviso to Section 25B(8) of the DRC Act.

5. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in *Sarla Ahuja v. United India Insurance Co. Ltd.*⁴, *Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh*⁵, and, more recently, in *Abid-Ul-Islam v. Inder Sain Dua*⁶, has consistently held that the jurisdiction exercised by the High Court under the *proviso* to Section 25B(8) of the DRC Act is supervisory and revisional in character and cannot be equated with the exercise of appellate jurisdiction.

6. The aforesaid principles have also been reiterated and relied upon by Coordinate Benches of this Court, *inter alia*, in *Pankaj Pahwa v. Prem Wati & Ors.*⁷, and *Sanjeev Hiranandani v. Sunny*

⁴ (1998) 8 SCC 119

⁵ (2014) 9 SCC 78

⁶ (2022) 6 SCC 30

⁷ 2024:DHC:9322



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*Grover*⁸.

7. In *Abid-Ul-Islam* (supra), the Hon'ble Supreme Court, while elucidating the legislative intendment underlying Section 25B of the DRC Act, observed that the omission of an appellate remedy against an Order passed by the learned Rent Controller is conscious and deliberate. The jurisdiction conferred upon the High Court is, therefore, one of superintendence over the decision-making process, including the legality and propriety thereof, and does not permit the High Court to substitute its own view for that of the learned Rent Controller merely because another view on the material available on record may be possible. The relevant observations of the Hon'ble Supreme Court read as under:

“23. The proviso to Section 25-B(8) gives the High Court exclusive power of revision against an order of the learned Rent Controller, being in the nature of superintendence over an inferior court on the decision-making process, inclusive of procedural compliance. Thus, the High Court is not expected to substitute and supplant its views with that of the trial court by exercising the appellate jurisdiction. Its role is to satisfy itself on the process adopted. The scope of interference by the High Court is very restrictive and except in cases where there is an error apparent on the face of the record, which would only mean that in the absence of any adjudication per se, the High Court should not venture to disturb such a decision. There is no need for holding a roving inquiry in such matters which would otherwise amount to converting the power of superintendence into that of a regular first appeal, an act, totally forbidden by the legislature.”

8. In *Pankaj Pahwa* (supra), a Coordinate Bench of this Court, upon considering the principles enunciated in *Abid-Ul-Islam* (supra), reiterated that the jurisdiction exercised by this Court under the proviso to Section 25B(8) of the DRC Act is limited in scope and that this Court is not expected to substitute or supplant its view for that of

⁸ 2025:DHC:11285



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the learned ARC. The revisional scrutiny is confined to examining the decision-making process and determining whether the Impugned Order suffers from an error apparent on the face of the record or an absence of adjudication warranting interference.

9. In view of the foregoing discussion, the position which emerges is that, while exercising jurisdiction under the *proviso* to Section 25B (8) of the DRC Act, this Court is neither required nor permitted to undertake a fresh appreciation of the material on record with a view to arrive at an independent conclusion on the merits of the dispute. Interference would be warranted only where the Impugned Order suffers from a jurisdictional error, manifest illegality, material irregularity or perversity, or where the conclusion arrived at by the learned ARC is wholly unreasonable or founded upon an erroneous premise of law. Equally, where a material plea has been left unconsidered or the decision-making process otherwise discloses an error apparent on the face of the record, exercise of revisional jurisdiction may be warranted.

10. It is within the aforesaid limited parameters of revisional scrutiny that the grounds urged on behalf of the Petitioners against the Impugned Order are required to be examined.

11. At this juncture, this Court deems it appropriate to reproduce the relevant paragraphs of the Impugned Judgment. The same read as under:

“30. In the present petition, the respondent had denied any relationship of landlord and the tenant between the parties. The petitioner claimed that the suit property was rented out to the respondent in the year 2011 by way of rent agreement dated 17.03.2012; Ex. PW1/2. Perusal of the document Ex. PW1/2 shows that the document has been titled as agreement/securitynama and it reflects that a sum of Rs. 1,00,000/- has been paid by respondent

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No. 4 and husband of respondent No. 1 as a security which is refundable at the time of vacation of the suit property. Further the said document shows that only a portion on the ground floor has been let out but whole of the suit property i.e., ground floor and first floor are stated to be in possession of the respondents. The perusal of document Ex. PW1/2 does not clear anything regarding the purpose for which the said document had been executed.

31. In the considered opinion of this Court, the petitioner has failed to prove on record her ownership over the suit property and the relationship of landlord-tenant between the parties as she failed to with stand the rigours of cross-examination during her testimony as PW-1. Further, the petitioner has not filed on record, anything to show that the rent has ever been paid by the respondents. Further, the petitioner has failed to prove the circumstances under which the husband of respondent No. 1 and respondent no. 4 has transferred their ownership rights in favour of the petitioner. This creates a doubt upon the story of the petitioner.

32. In this respect, this Court is enlightened with the judgement of

Hon'ble High Court of Andhra Pradesh in case titled as '**Kedar Bhatia Vs Lingarkar Panduranga Rao. (AP) reported as 1998 (1) RCR (Rent) 416**' wherein it was held that:

"13. There cannot be any doubt whatsoever with the proposition of law advanced by the Ld. counsel for petitioner that the rent controller would have not jurisdiction to entertain any eviction petition unless it is dispute between the landlord and the tenant. The jural relationship of landlord and tenant is sine qua non for proceeding further in the matter. It is true that whenever there is such a denial, the same is required to be adjudicated by the rent Controller. In a given case, the tenant may assert his ownership in respect of the premises in question and even failure to establish his case about the ownership may not automatically result in eviction unless it is further established that there is a jural relationship of landlord and tenant. This Court in K.F. Janakiram Vs K. Sugna Bai (1) 1995 (2) ALT 61 held that "it is not law that whenever the landlord establishes title and the tenant fails to prove title pleaded by him, such a person shall be construed to be a tenant under the landlord when the alleged tenant failed to prove his own title, it does not mean that he was tenant under the owner. His possession could be in any other capacity like a mortgagee or a licensee or even a person in adverse possession".

33. The petitioner has admitted in his cross examination that she cannot produce any document of any type which can show that respondent was his tenant in the suit property except rent

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agreement which is Ex. PW1/2. However, the rent agreement has been disputed by the respondents by stating that the petitioner has taken signatures of the respondents on some blank papers as the husband of respondent No. 1 and respondent No. 4 were in need of Rs. 2,00,000/- and they approached the petitioner for extension of loan. The petitioner agreed to extend the loan on depositing certain property documents and got signed some blank papers. The petitioner has claimed to have purchased the suit property from the husband of respondent No. 1 and respondent No. 4 herself in the year 2011 and in the year 2012 rent agreement was executed, therefore in the opinion of this Court the respondent is able to raise a cloud on the right, title and interest of the petitioner/landlord in respect of the suit property. In view of the fact that the respondent has raised a cloud over the right, title and interest of the petitioner/landlord in respect of the suit property, this Court cannot decide the title of the parties in the present eviction petition as being Additional Rent Controller, this Court has limited scope of inquiry.

34. In this respect, this Court is enlightened with the judgment titled as *Mumtaz Ali Khan Vs Rupander Pershad 1993 (3) ALT 466* wherein it is held that

“There is a distinction between denial of jural relationship of landlord and tenant and denial of title of the landlord. It is only when a tenant denies the title of the landlord and such denial is not bonafide then that he becomes liable to be evicted under Clause VI of sub Section (2) of Section 10 of the Act but not when he denies the relationship of landlord and tenant... but mere denial of the title of the landlord is not enough, it must also be shown that such denial is not bonafide.”

35. In the present matter also, the denial of title of the petitioner/landlord by the respondent in the opinion of this Court is bonafide as there is semblance of title in favour of respondents. This view of Court is based upon the fact that there is no clear evidence on the part of the petitioner to establish that the respondent was tenant under him.”

(Emphasis supplied)

12. A perusal of the aforesaid findings demonstrates that the learned ARC has examined the very foundation of the Petitioners' case, *namely*, the existence of the legal relationship of landlord and tenant. The learned ARC has scrutinised the Rent Agreement (Ex. PW-1/2), the oral testimony of PW-1, the documentary evidence

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placed on record, as well as the defence raised by the Respondents before arriving at the conclusion that the Petitioners had failed to discharge the burden cast upon them.

13. The principal grievance sought to be urged before this Court is that certain documents relied upon by the Petitioners to establish their title over the subject property were not duly considered by the learned ARC. However, a holistic reading of the Impugned Judgment does not persuade this Court to accept the aforesaid submission.

14. The learned ARC has not dismissed the Eviction Petition merely on the ground that title documents were absent. Rather, the learned ARC has examined the evidence in its entirety and recorded several reasons which cumulatively weighed with it in holding that the Petitioners had failed to establish the existence of the landlord-tenant relationship.

15. The learned ARC has, *inter alia*, noticed the ambiguity surrounding Ex. PW-1/2, the absence of any material evidencing payment of rent, the inconsistencies emerging during the cross-examination of PW-1, and the unexplained circumstances surrounding the alleged transfer of rights in favour of the Petitioners. It is only after considering these aspects that the learned ARC concluded that the Respondents had succeeded in raising a bona fide dispute regarding the Petitioners' claim.

16. It is equally significant that the learned ARC has consciously refrained from adjudicating the question of title finally, observing that such an exercise falls beyond the limited jurisdiction exercisable by the Rent Controller. Instead, the learned ARC confined itself to determining whether the Petitioners had established the foundational



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requirement of a Landlord-Tenant relationship between the parties for maintaining the Eviction Petition. Such an approach cannot be said to be contrary to law.

17. The submissions advanced on behalf of the Petitioners essentially invite this Court to undertake a fresh appreciation of the oral and documentary evidence and to arrive at a conclusion different from the one recorded by the learned ARC. Acceptance of such a submission would necessarily require this Court to reassess the evidentiary value of the documents relied upon by the Petitioners and substitute its own conclusions for those arrived at by the learned ARC.

18. Such an exercise is plainly beyond the scope of the revisional jurisdiction conferred under the proviso to Section 25B(8) of the DRC Act. As noticed hereinabove, the jurisdiction of this Court is supervisory in nature and is confined to examining the legality and propriety of the decision-making process. Unless the findings recorded by the learned ARC are shown to suffer from jurisdictional error, patent illegality, perversity or non-consideration of material evidence, this Court would not be justified in interfering merely because another view may also be possible.

19. In the considered opinion of this Court, no such infirmity is demonstrated in the present case. The findings recorded by the learned ARC are founded upon an appreciation of the pleadings and evidence available on record and disclose due application of mind to the issues arising for consideration. Merely because the Petitioners seek a different inference to be drawn from the same material cannot furnish a ground for interference in exercise of the limited revisional jurisdiction of this Court.

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20. This Court, therefore, finds no jurisdictional error, material irregularity or perversity in the Impugned Judgment warranting interference under the *proviso* to Section 25B(8) of the DRC Act.

21. Accordingly, the present Revision Petition is dismissed.

22. The present Petition, along with pending Application(s), if any, stand disposed of in aforementioned terms.

HARISH VAIDYANATHAN SHANKAR, J.
AUGUST 6, 2026/DJ

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