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

Date of decision: 25.08.2026

CNR No. DLHC010400142026

+ **RC.REV. 306/2026, CAV 409/2026 & CM APPL. 57541/2026
(Stay)**

SAVITRI DEVI

.....Petitioner

Through: **Mr. Nagesh Kapoor & Mr.
Ansh Sachdeva, Advs.**

versus

ROOPAM SHARMA

.....Respondent

Through: **Mr. Rohan Yadav and Mr.
Aditya Khanna, Advocates**

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

% **JUDGEMENT (Oral)**

1. The present Rent Control Revision Petition has been filed under Section 25 B (8) of **the Delhi Rent Control Act, 1958¹**, seeking to assail the **Order dated 06.05.2026²** passed by **the learned Additional Rent Controller-01, Central District, Tis Hazari Courts, Delhi³**, in RC ARC No. 251/2025 titled as “*Roopam Sharma v. Smt. Savitri Devi.*”, whereby the application seeking leave to defend filed by the Petitioner herein came to be dismissed and an eviction order as against the Petitioner herein came to be passed.

2. Learned counsel appearing for the Petitioner seeks to assail the

¹ ARC Act

² Impugned Order



impugned Order on the following three grounds and no other.

3. The first contention raised on behalf of the Petitioner concerns the availability of alternative suitable accommodation with the Respondent. In support thereof, learned counsel for the Petitioner places reliance upon the averments made in the leave to defend application filed before the learned ARC, wherein it was specifically contended that the Respondent has sufficient alternative suitable accommodation available and, therefore, no *bona fide* necessity exists for seeking eviction of the Petitioner from the subject premises. It would be submitted that the learned ARC has not considered the said averment and has erroneously passed the impugned order as against the Petitioner.

4. *Secondly*, he would refer to, and read out, verbatim, ground B raised by him in the present Petition, wherein it is submitted as follows:

"B. BECAUSE the Ld. ARC failed to consider the registered Lease Deed dated 20.12.2024, the single most material document on the question of bona fides, and this non-consideration is fatal to the finding of bona fide requirement as understood in law. On the Respondent's own case: (i) her daughter was enrolled as an Advocate in 2015; (ii) her daughter lost her employment, and the need is said to have arisen, in 2022; (iii) the subsisting lease dated 04.09.2015 was to expire on 31.03.2026, whereupon the First and Second Floors of premises No. 846-A would have fallen vacant; (iv) yet on 20.12.2024, more than two years after the need is said to have arisen, and more than fifteen months before the existing lease was due to expire, the Respondent voluntarily executed a fresh registered lease of those very floors for a further eight years, until 31.12.2032; and (v) five months thereafter, on 14.05.2025, she instituted the Eviction Petition asserting that she has no commercial accommodation available. The Ld. ARC noticed the filing of this document at paragraph 6 of the impugned Order, and thereafter made no reference to it whatsoever in the findings recorded at paragraphs 8

³ Learned ARC



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to 28. The conduct of a landlord in encumbering, after the need has arisen, the very accommodation which would otherwise have answered that need, is a circumstance of the highest relevance in testing whether the pleaded requirement is a genuine felt need or a device, and to pass over such a document in complete silence is a non-application of mind to material evidence. It is not the Petitioner's case that this Hon'ble Court should conclude, at this stage, that the Respondent's need is mala fide; the Petitioner's case is narrower and, it is submitted, unanswerable that this material raises a triable issue which the Petitioner is entitled to have tried.

Bona fide requirement, as held by the Hon'ble Supreme Court in *Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta*, (1999) 6 SCC 222, refers to a state of mind and connotes a felt need which is the outcome of a sincere and honest desire, in contradistinction with a mere pretence or pretext to evict a tenant; the state of mind of a landlord is necessarily to be tested by her conduct, and the Respondent's conduct in re-letting for eight years after the need arose was the most direct evidence of that state of mind available on the record.

Subsequent conduct inconsistent with a pleaded need is a relevant circumstance *Gaya Prasad v. Pradeep Srivastava*, (2001) 2 SCC 604."

5. *Thirdly*, learned counsel for the Petitioner submits that the site plan which is filed did not reflect the actual position of the premises.

6. He submits that the learned ARC has rendered an erroneous finding in this respect since the learned ARC himself was of the belief that there were differences in the site plan placed on record by the Respondent and the Petitioner and that, in itself, raised a triable issue.

ANALYSIS AND CONCLUSION:

7. This Court has heard the learned counsel for the Petitioner and, with his able assistance, had occasion to go through the relevant documents as also the impugned judgment.

8. Before proceeding to examine the grounds of challenge urged on behalf of the Petitioner, 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.

9. 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.

10. 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 Grover**⁸.

11. 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:

⁴(1998) 8 SCC 119

⁵(2014) 9 SCC 78

⁶(2022) 6 SCC 30

⁷2024:DHC:9322

⁸ 2025:DHC:11285



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“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.”

12. 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 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.

13. 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



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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.

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

15. At this juncture, this Court deems it apposite to reproduce the consideration accorded by the learned ARC, which reads as follows:

“LANDLORD-TENANT RELATIONSHIP

9) As far as the landlord-tenant relationship is concerned, the respondent has not disputed that she is tenant in the tenanted premises. It is contended that the respondent has never paid rent to the petitioner. It is, however, contended that since the respondent was not aware as to who was the successor of the erstwhile owner, therefore, the rent was deposited by way of DR petition. However, the respondent has herself stated to be the tenant in the demised premises. Therefore, the respondent being a tenant cannot challenge the title of the original landlord or his successor in interest. In this regard it is necessary to mention the law laid down in the judgment titled as Rajender Kumar Sharma vs. Smt. Leela Wati reported as 155 (2008) DLT 383, the Hon'ble High Court of Delhi held that:

“.....It is settled law that for the purpose of section 14(1)(e) of Delhi Rent Control Act, a landlord is not supposed to prove absolute ownership as required under Transfer of Property Act. He is required to show only that he is more than a tenant. In this case, the landlady had placed on record the documents by which she become owner. The attornment given by the erstwhile landlord in her favour as well as an admission made by the tenant by filing petition under section 27 of Delhi Rent Control Act acknowledgement the landlordship of landlady. Thus, the conclusion arrived at by the ARC regarding ownership and relationship of landlord and tenant were based on sound legal position and the cogent material before it....”



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10) Hence, the objection with respect to title deeds of petitioner also does not amount to any triable issue as imperfectness of title does not bar a petition u/s 14 (1) (c) of the DRC Act. In this regard, it is important to bear in mind the principle laid down in the case of Sh. Bharat Bhushan Vs. Arti Teckchandani 2008 (153) DLT 247 which is as follows:-

"The concept of ownership in a landlord-tenant litigation governed by the Delhi Rent Control Act, has to be distinguished from the one in a title suit. If the premises was let out by a person and after his death, the premises has come in the hands of beneficiary under a Will, the tenant has no right to challenge the title of such a beneficiary. If on the death of the original owner the tenant has any doubt as to who was the owner of the premises, he is supposed to file an interpleader suit impleading all the legal heirs of the deceased and ask the Court to decide as to who shall be the landlord/owner after the death of the original owner."

11) Besides in the present case, the petitioner has not to prove absolute ownership. She only has to show that she has a better title than that of the tenant. The principle is very clear that once a tenant always a tenant. The tenant cannot dispute the title of his landlord or his successor-in- interest, Hence, the contention that title documents of the petitioner are not valid or that they have been forged and fabricated, does not amount to any triable issue. The Hon'ble Supreme Court in the case of Bansraj Laltaprasad Mishra v. Stanley Parker Jones (2006) 3 SCC 91 had held that:

"...13. The underlying policy of section 116 is that where a person has been brought into possession as a tenant by the landlord and if that tenant is permitted to question the title of the landlord at the time of the settlement, then that will give rise to extreme confusion in the matter of relationship of the landlord and tenant and so the equitable principle of estoppel has been incorporated by the legislature in the said section."

12) Thus, the petitioner has to show that she has a better title than that of the tenant. The principle is very clear that once a tenant always a tenant. The tenant cannot dispute the title of his landlord or his successor-in- interest. In this regard, reliance is placed upon the case of Ramesh Chand vs. Uganti Devi reported as 157 (2009) DIT 450 wherein the Hon'ble High Court of Delhi held: -



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“The imperfectness of the title of the premises cannot stand in the way of an eviction petition under section 14 (1) (e) of the DRC Act, neither the tenant can be allowed to raise the plea of imperfect title or title not vesting in the landlord and that too when the tenant has been paying rent to the landlord. Section 116 of the Evidence Act creates estoppels against such a tenant. A tenant can challenge the title of landlord only after vacating the premises and not when he is occupying the premises. In fact, such a tenant who denies the title of the landlord, qua the premises, to whom he is paying rent acts dishonestly...”

13) A tenant is estopped from challenging the ownership or denying the title of the landlord. No interpleader suit is stated to have been filed by the respondent. Also, the tenant has no locus to challenge the transfer of ownership in favour of the landlord. It is also pertinent to note that the law does not require any attornment as a pre-requisite on the part of the tenant for affirming the title of the landlord. It is well settled that if the transfer of the landlord's title is valid, even if the tenancy is not attorned in favour of the transferee, the lease continues. Thus, a transferee of the landlord's rights, steps into the shoes of the landlord with all the rights and liabilities of the transferor landlord in respect of the subsisting tenancy. Thus, attornment in favour of the new landlord is unnecessary to confer validity to the transfer of the landlord's rights and there is no such statutory requirement. Reference may be made to the case of Hajee K. Assainar vs. Chacku Joseph AIR 1984 Ker 113. Hence, the said contention is devoid of merits.

14) Accordingly, it can be stated that the petitioner is the owner landlord of the tenanted premises and the respondent is the tenant in the said premises. Thus, the first ingredient of landlord-tenant relationship between the parties in the present case, stands established.

BONAFIDE REQUIREMENT

20) Further, it is contended that the site plan filed by the petitioner does not reflect the actual position of the premises. However, barring some differences, identity and extent of the tenanted premises as shown by the petitioner and the respondent in the counter site plan are the same. Moreover, it is trite to state that there is no requirement of the landlord to set out exactly what area is required in terms of giving measurement. Reliance in this regard is placed upon the order of Hon'ble High Court of Delhi in RC Rev. No. 224/2023 Sharad Jain Vs. Jayanti Jain Prasad dated

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28.01.2025.

21) Hence, I find the petitioner has been able to establish her bona fide requirement for the tenanted premises.

ALTERNATE ACCOMMODATION

22) With regard to the plea of alternative accommodation, it is contended by the respondent that the petitioner has concealed the various alternative accommodations which are available with the petitioner. However, it is a well settled proposition of law that it is not sufficient that any kind of the property should be available to the petitioner/landlord to rule out the benefit of 14(1)(e) of D.R.C. Act. The property available with the petitioner/landlord should also be reasonably suitable property. In M.M Quasim vs/Manohar Lal Sharma, (1981) 3 SCC 36, the Apex Court has that the landlord does not have an unfettered right to choose the premises but merely showing that the landlord has some other vacant premises in his possession may not be sufficient to negative the landlord's claim if the vacant premises were not suitable for the purpose for which he required the premises.

23) In the present matter, however, no particulars of any purported alternative accommodation have been pleaded by the respondent. It is trite to state that the burden is upon the tenant to show that other alternative suitable accommodation is available with landlord and how the said premises were suitable for the pleaded requirement. Reference is made to the judgment of the Hon'ble High Court of Delhi in the case of Lalta Prasad Gupta Vs. Sita Ram, 2017 SCC Online Del 13026, wherein it was held as under-

"18. Thus, if the tenant seeks leave to defend controverting the requirement pleaded by landlord on the ground of the landlord, though at the time of requirement having alternate premises, having not used the same and instead having commercially exploited the same, the tenant must plead (a) the particulars of such premises; (b) the right/title of the landlord to the same; (c) that the said premises were vacant and available for use at the time of pleaded requirement of landlord; (d) how the said premises were suitable for the pleaded requirement; and (e) how the landlord has deprived himself thereof i.e. by sale or letting and support the said pleas with material on the basis whereof such pleas will be proved."

24) Furthermore, it is also pertinent to note that the Hon'ble Supreme Court in Abid-ul-Islam Vs. Inder Sain Dua, (2022) 6 SCC

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30 has held for availing leave to defend a mere assertion by the tenant is insufficient. Section 14 (1) (c) of the Act creates a presumption in favour of the landlord regarding bona fide need, which is rebuttable only with substantive material capable of raising a triable issue. It was further held that the burden of proof is on the tenant to demonstrate, with cogent evidence, that the landlord's requirement is not genuine. The Court also reiterated the settled principle of law that leave to defend should not be granted on mere asking but when the pleas and contentions raise triable issues.

25) Further, in the case titled as Ragavendra Kumar Vs. Firm Prem Machinery 2000 SC 534, it was observed as under: -

"It is settled position of law that the landlord is best judge of his requirement for residential or business purpose and he has got complete freedom in the matter. (See: Prativa Devi (Smt.) v. T.K Krishnan, [1996/ 5 SCC 353. In the case in hand the plaintiff landlord wanted eviction of the tenant from the suit premises for starting his business as it was suitable and it cannot be faulted."

26) Even otherwise, it is the prerogative of the landlord to determine which premises best suits his requirements. It is trite to state that an alternative accommodation, to entail denial of claim of landlord, must be reasonably suitable, obviously in comparison with tenanted premises, wherefrom the landlord is seeking eviction. The Hon'ble Supreme Court and the Delhi High Court have repeatedly held that the Courts are not to sit in the armchair of the landlord and dictate as to how the available property of the landlord is to be best utilized by him. The landlord is the absolute owner of his property and is the best person to decide which property is to be utilized in what way. The respondent cannot dictate as to how the landlord is to utilize his property. The landlord possesses the prerogative to determine their specific requirements, exercising full autonomy in this regard. It is not within the purview of the courts to impose directives on the landlord regarding the nature or quality of their chosen usage of the tenanted premises. Therefore, the courts refrain from prescribing any standard or guidelines for the landlord's choices (residential or commercial). Reliance is placed upon the decision of the Hon'ble Delhi High Court in case of Praveen & Anr. Vs. Mulak Raj & Ors. RC Rev. 417/2016 in this regard Therefore, the said contention is a bald averment and without any particulars of any purported alternative accommodation, does not amount to any triable issue.

27) Hence, I find that the respondent has failed to raise any triable

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issue on the aspect of alternative accommodation as well”

(emphasis supplied)

16. Having heard learned counsel for the Petitioner and having perused the material placed on record as well as the Impugned Order, this Court finds no ground warranting interference in exercise of its limited revisional jurisdiction under the proviso to Section 25B(8) of the DRC Act.

17. At the outset, it is necessary to bear in mind that the present proceedings cannot be treated as an appeal against the order passed by the learned ARC. This Court is not called upon to undertake a fresh or independent appreciation of the pleadings and material on record merely because another view may possibly be taken. The scope of interference is confined to examining whether the decision-making process adopted by the learned ARC suffers from any jurisdictional error, manifest illegality, material irregularity, perversity or an error apparent on the face of the record.

18. The first contention of the Petitioner concerns the alleged availability of alternative suitable accommodation with the Respondent. Learned counsel has submitted that the learned ARC failed to properly consider the averments made in the leave to defend application regarding the availability of alternative accommodation.

19. This contention does not merit acceptance. A perusal of the Impugned Order demonstrates that the learned ARC has specifically considered the objection of the Petitioner under the separate heading of “**Alternate Accommodation**”. The learned ARC has noted the contention of the Petitioner that the Respondent had concealed alternative accommodations allegedly available to her. Upon



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considering the said plea, the learned ARC has found that no particulars whatsoever of any specific alternative accommodation were pleaded by the Petitioner.

20. The learned ARC has further noticed that a mere assertion regarding the existence of alternative accommodation is insufficient to raise a triable issue. The tenant is required to place before the Court sufficient particulars regarding the premises allegedly available with the landlord and to demonstrate that such premises are reasonably suitable for the requirement pleaded in the eviction petition.

21. Significantly, the learned ARC has not rejected the plea of alternative accommodation without examination. On the contrary, the plea has been considered and rejected on the ground that the Petitioner had failed to furnish the necessary particulars regarding the alleged alternative premises, the Respondent's right or title thereto, their availability and vacancy, as well as their suitability for the requirement pleaded by the Respondent.

22. In the present Revision Petition, learned counsel for the Petitioner has not been able to demonstrate that the aforesaid finding is contrary to the pleadings or based upon a material irregularity in the decision-making process. A general assertion that the Respondent possesses sufficient alternative accommodation cannot, by itself, entitle a tenant to leave to defend. The summary procedure contemplated under Section 25B of the DRC Act cannot be defeated merely by raising bald or unsubstantiated assertions without supporting particulars capable of giving rise to a genuine triable issue.

23. This Court also finds that the learned ARC has correctly proceeded on the principle that the availability of some other property



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with the landlord is not, by itself, determinative of the question of *bona fide* requirement. What is required to be demonstrated is the availability of an alternative accommodation which is reasonably suitable for the requirement pleaded by the landlord. The question of suitability cannot be determined in the abstract and necessarily depends upon the nature of the requirement pleaded and the particulars of the premises said to be available.

24. In the absence of any such material having been placed before the learned ARC, the conclusion that the Petitioner had failed to raise a triable issue on the aspect of alternative suitable accommodation cannot be characterised as perverse, unreasonable or suffering from any error apparent on the face of the record. This Court, in exercise of its revisional jurisdiction, therefore finds no reason to interfere with the said finding.

25. The second and principal ground urged by the Petitioner before this Court relates to the registered Lease Deed dated 20.12.2024. It is contended that the Respondent, despite the alleged need having arisen earlier, entered into a fresh lease in respect of certain portions of premises No. 846-A for a further period of eight years, and that such conduct raises a serious question regarding the genuineness of the Respondent's pleaded requirement.

26. Upon examination of the record, this Court finds that the aforesaid contention cannot be permitted to form the basis for interference in the present Revision Petition.

27. The first and foremost difficulty with the said submission is that the specific plea now sought to be urged on the basis of the Lease Deed dated 20.12.2024 did not form part of the defence raised by the



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Petitioner in the leave to defend application or in the affidavit filed in support thereof. The statutory scheme under Section 25B contemplates that the tenant seeking leave to defend must disclose the facts which, according to the tenant, would disentitle the landlord from obtaining an order of eviction and which are capable of raising a triable issue.

28. The consideration before the learned ARC is necessarily confined to the case set up by the parties in the pleadings placed before it. A tenant cannot, after having failed to specifically raise a particular factual defence before the learned ARC, seek to introduce such a defence for the first time in revision and invite this Court to undertake an examination of disputed questions of fact.

29. The plea founded upon the Lease Deed dated 20.12.2024 is not a pure question of law which can be examined independently on the basis of admitted facts. The submission necessarily requires an inquiry into several factual aspects, including the nature and extent of the portions covered by the lease, their availability and suitability for the Respondent's requirement, the purpose for which the premises were let out, the circumstances in which the lease was executed, and whether the premises in question could reasonably satisfy the requirement pleaded in the eviction petition.

30. The submission would further require this Court to draw an inference regarding the state of mind and *bona fides* of the Respondent from the circumstances surrounding the execution of the Lease Deed. Such an exercise would necessarily entail an appreciation of factual material and the drawing of inferences therefrom. This is plainly beyond the limited scope of the revisional jurisdiction exercised under the proviso to Section 25B(8) of the DRC Act, particularly when the



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foundation for such an inquiry was not specifically laid before the learned ARC.

31. The mere fact that the document may have been placed on record or referred to at some stage cannot by itself alter the position. It is the specific case and defence pleaded by the tenant which the learned ARC is required to adjudicate upon. A party cannot subsequently formulate a new factual case in revision and contend that the failure of the learned ARC to undertake an inquiry which was not invited by the pleadings constitutes non-application of mind.

32. There can be no quarrel with the proposition that *bona fide* requirement involves a genuine, sincere and honest need and that the Court is entitled to examine whether the requirement pleaded by the landlord is genuine. Equally, the conduct of a landlord may, in an appropriate case and on the basis of properly pleaded material, be relevant to the assessment of *bona fides*.

33. However, the applicability of the aforesaid principles depends upon the facts and pleadings of each case. The observations regarding the relevance of subsequent conduct cannot be construed as permitting a tenant to introduce an altogether new factual foundation at the revisional stage and seek a factual adjudication by the High Court. The issue before this Court is not whether, on an independent examination of the Lease Deed and the surrounding circumstances, another inference regarding the Respondent's *bona fides* may possibly be drawn. The issue is whether the Impugned Order suffers from any jurisdictional error or manifest illegality on account of the consideration accorded by the learned ARC to the case as it was pleaded before it. No such error has been demonstrated.



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34. The relevance of subsequent events or subsequent conduct must necessarily arise in the context of the facts properly placed before the Court and cannot be invoked as a mechanism to enlarge the scope of revisional jurisdiction or to introduce a factual defence which was not specifically urged before the Court of first instance.

35. It is also material to note that the present revision cannot be converted into a forum for conducting a roving inquiry into the factual circumstances surrounding the Lease Deed or for testing, in the first instance, the explanation that may be offered by the Respondent regarding the same. Such an exercise would amount to permitting a fresh factual adjudication at the revisional stage, contrary to the well-settled limitations governing jurisdiction under the proviso to Section 25B(8) of the DRC Act.

36. Accordingly, this Court finds no merit in the second ground urged on behalf of the Petitioner.

37. The third contention of the Petitioner relates to the alleged discrepancy in the site plan filed by the Respondent. It is submitted that the site plan does not reflect the actual position of the premises and that the learned ARC itself noticed certain differences between the site plans filed by the respective parties.

38. This contention also does not warrant interference. The learned ARC has specifically adverted to the objection concerning the site plans in paragraph 20 of the Impugned Order. The learned ARC has observed that, notwithstanding certain differences, the identity and extent of the tenanted premises, as reflected in the site plans filed by the parties, were substantially the same.

39. Thus, the learned ARC has not ignored the alleged discrepancy



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in the site plans. The contention has been specifically noticed and considered. Upon such consideration, the learned ARC arrived at the conclusion that the differences pointed out did not affect the identity or extent of the tenanted premises so as to give rise to a triable issue.

40. The submission of the Petitioner, in substance, invites this Court to re-appreciate the two site plans and arrive at an independent factual conclusion regarding the significance of the alleged discrepancies. Such an exercise is not permissible in the present proceedings. The revisional jurisdiction under Section 25B(8) does not enable this Court to reassess the factual material merely because the Petitioner seeks to persuade this Court that a different conclusion ought to have been drawn from the same documents.

41. Unless the finding of the learned ARC is demonstrated to be perverse or based upon a complete misreading or non-consideration of the material on record, this Court would not be justified in substituting its own assessment for that of the learned ARC. No such perversity or material irregularity has been demonstrated in the present case.

42. The fact that there may be certain differences between two site plans does not, by itself, necessarily raise a triable issue. The material question is whether such differences have any bearing upon the identity of the tenanted premises or the adjudication of the *bona fide* requirement pleaded by the landlord. The learned ARC, upon consideration of the material before it, has answered the said question in the negative. This Court finds no manifest error in the said conclusion.

43. It must also be borne in mind that the statutory procedure under Section 25B is intended to provide an expeditious remedy in matters



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concerning eviction on the ground of *bona fide* requirement. Leave to defend is not to be granted merely because a tenant is able to point out some discrepancy or raise an issue which is peripheral to the material ingredients required to be established under Section 14(1)(e) of the DRC Act. The defence must disclose such facts as would, if established, disentitle the landlord to an order of eviction.

44. Having examined the Impugned Order in its entirety, this Court finds that the learned ARC has considered the material objections raised by the Petitioner, including the objection regarding alternative accommodation and the alleged discrepancy in the site plan. The findings returned by the learned ARC are based upon the pleadings and material placed before it and cannot be said to suffer from any jurisdictional infirmity, manifest illegality, material irregularity or perversity.

45. The arguments advanced on behalf of the Petitioner, at best, seek a reconsideration of the factual material and invite this Court to substitute its own view for that of the learned ARC. Such an exercise is impermissible in the limited revisional jurisdiction vested in this Court under the proviso to Section 25B(8) of the DRC Act.

46. This Court is, therefore, unable to hold that the decision-making process adopted by the learned ARC suffers from any error warranting interference. The Impugned Order represents a plausible view based upon the pleadings and material available before the learned ARC. The mere possibility of another view cannot furnish a ground for exercise of revisional jurisdiction.

47. Accordingly, finding no merit in the present Revision Petition, the same is dismissed. The Impugned Order dated 06.05.2026 passed



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by the learned ARC is upheld.

48. Accordingly, the present petition along with all pending application(s), if any, stands disposed of.

HARISH VAIDYANATHAN SHANKAR, J.
AUGUST 25, 2026/v/va

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