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

Date of Decision: 09.12.2024

+ **RC.REV. 245/2024 & CM APPL. 52111/2024**

RAJIYA BEGUM

.....Petitioner

Through: Mr. Aditya Gaur, Advocate with
Petitioner in person.

versus

REKHA & ANR.

.....Respondents

Through: Mr. Harbir Singh, Advocate with
Respondent in person.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The present Petition has been filed by the Petitioner/tenant impugning an order dated 12.03.2024 [hereinafter referred to as "Impugned Order"] passed by the learned Senior Civil Judge-cum-Rent Controller, South East, Saket Courts, New Delhi. By the Impugned Order, the leave to defend Application filed by the Petitioner/tenant has been dismissed and the Eviction Petition was allowed.

2. On 18.11.2024, this Court passed the following directions:

"8. On the issue of bona fide need and the suitable alternate accommodation, the learned Trial Court has found that there has been no real contest. The only issue that has been raised in the present Petition is a challenge to the ownership of the Respondent/landlord.

9. It is the contention of the Petitioner that he has purchased the premises i.e., property bearing no. 47, Dayal Singh Colony, Old Ishwar Nagar, NFC, Okhla, New Delhi, measuring 25 sq. yds. which



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is built upto first floor [hereinafter referred to as “subject premises”].

9.1 The learned Trial Court has found that the only document evidencing purchase filed by the Petitioner/tenant states that it is with respect to the purchase of “Malba” of Jhuggi bearing no. 47, Dayal Singh Colony, Okhla, Delhi. Thus, the learned Trial Court examined this ground and has rejected the same based on the documents filed by the Petitioner.

10. So far as concerns the bona fide need and the suitable alternate accommodation, the same have not been seriously disputed before the learned Trial Court nor are being disputed before this Court.

11. None appears for the Respondents despite service.

12. After some arguments, learned Counsel for the Petitioner seeks time to take instructions in the matter.....”

3. The Court had also directed the parties to remain present before the Court. The Petitioner appears through Video Conferencing while the Respondent is physically present in the Court.

4. Learned Counsel for the Petitioner now submits that he wishes to re-argue the matter, despite the order passed on 18.11.2024 when time was sought to take instructions to vacate the subject premises.

5. The only submission that is made by the learned Counsel for the Petitioner before this Court is that there is no relationship of landlord and tenant between the parties and that the Petitioner is the owner of the premises at H.No.47, Dayal Singh Colony, Old Ishwar Nagar, New Friends Colony, New Delhi by virtue of unregistered GPA, Agreement to Sell, Affidavit, Will, Receipt and Possession letter all dated 22.02.2021. This contention was raised by the Petitioner before the learned Trial Court as well. The learned Trial Court dealt with this contention in Paragraphs 9 and 10 of the Impugned Order. The relevant extract of the Impugned Order is



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reproduced below:

“9. Now, let us examine if any triable issue has been raised qua ownership of the demised premises and landlord tenant relationship between the parties. **In the instant case, the respondent has averred that there is no landlord tenant relationship between the petitioner and the respondent. It is also averred that petitioner is neither the owner of the premises nor the landlord of the respondent.** It is the contention of the respondent that the petitioner had sold the **'malba' of jhuggi bearing number 47, Dayal Singh Colony, Okhla, New Delhi- 110065 to the respondent by way of GPA, Agreement to Sell, Affidavit, Will, Receipt and Possession letter all dated 22.02.2021 for a total sale consideration of Rs. 4.5 lakh.** It is admitted by the respondent that an electricity meter in the name of the petitioner was installed in the demised premises and on the pretext of transferring the electricity meter in the name of respondent, the petitioner had mischievously taken the above said documents. The complaint regarding the same was already lodged with police on 26.4.2021. It is further the contention of the respondent that the tenant verification form placed on record by the petitioner is forged and fabricated. **The respondent has placed on record copy of GPA, agreement to sell, Affidavit, Will, Receipt and Possession Letter.**

10. On the other hand, it is averred by petitioner that respondent had approached him for the purpose of taking on rent property bearing number 47, Dayal Singh Colony, Okhla, New Delhi- 110065 and the same was let out as per oral agreement for a period of 11 months from September 2022 to July 2021 for a period of 11 months at a monthly rent of Rs. 3000. **It is further the case of the petitioner that the respondent obtained his signatures on some blank papers along with photographs on the pretext of arranging a government job for the children of petitioner. The complaint dated 07.06.2021 was given to the police in this regard. The petitioner has placed on record the copies of site plan as Annexure A, copy of Aadhar card, Ration Card, Electricity Bill and Election Card as Annexure B (colly), property documents of the suit property as Annexure C, police verification report as Annexure D, copy of complaint dated 07.06.2021 and 29.06.2021 as Annexure E, legal notice dated 07.06.2021 along with postal receipt as Annexure F & G and reply Annexure H.**

[Emphasis Supplied]

6. As can be seen from above, the Respondent/landlord had placed documents of title before the learned Trial Court and also various identification documents such as Aadhar Card, Ration Card, Election Card



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and an Electricity Bill which were examined by the learned Trial Court.

7. On the aspect of challenge to the ownership raised by the Petitioner, it is a settled law that all that a landlord has to prove is a better title than the tenant to seek eviction from the tenanted premises under Section 14(1)(e) of the Delhi Rent Control Act, 1958 [hereinafter referred to as “the Act”]. The Supreme Court in the case of *Swadesh Ranjan Sinha v. Haradeb Banerjee*¹, has in the context of ownership in an eviction petition, held as follows:

“ 9. All that a plaintiff needs to prove is that he has a better title than the defendant. He has no burden to show that he has the best of all possible titles. His ownership is good against all the world except the true owner. The rights of an owner are seldom absolute, and often are in many respects controlled and regulated by statute. The question, however, is whether he has a superior right or interest vis-a-vis the person challenging it....”

[Emphasis supplied]

7.1 This Court, while discussing the issue of ownership in a Petition filed under Section 25-B (8) of the Act in a case titled *R.S. Chadha v. Thakur Dass*², has held that what a landlord has to prove is that he has a better title than the tenant, to seek his eviction from the tenanted premises. The relevant extract reads as follows:

“10.1 It is settled law that what a landlord has to prove is a better title than the tenant to seek his eviction from a tenanted premises under Section 14(1)(e) of the Act. The Supreme Court in the case of Shanti Sharma v. Ved Prabha [(1987) 4 SCC 193] has held as follows:

“14. The word “owner” has not been defined in this Act and the word ‘owner’ has also not been defined in the Transfer of Property Act. The contention of the learned Counsel for the appellant appears to be that ownership

¹ (1991) 4 SCC 572

² 2024 SCC OnLine Del47



***means absolute ownership in the land** as well as of the structure standing thereupon. Ordinarily, the concept of ownership may be what is contended by the counsel for the appellant but in the modern context where it is more or less admitted that all lands belong to the State, the persons who hold properties will only be lessees or the persons holding the land on some term from the government or the authorities constituted by the State and in this view of the matter it could not be thought of that the legislature when it used the term “owner” in the provision of Section 14(1)(e) it thought of ownership as absolute ownership. **It must be presumed that the concept of ownership only will be as it is understood at present. It could not be doubted that the term “owner” has to be understood in the context of the background of the law and what is contemplated in the scheme of the Act.** This Act has been enacted for protection of the tenants. But at the same time it has provided that the landlord under certain circumstances will be entitled to eviction and bona fide requirement is one of such grounds on the basis of which landlords have been permitted to have eviction of a tenant. **In this context, the phrase “owner” thereof has to be understood, and it is clear that what is contemplated is that where the person builds up his property and lets out to the tenant and subsequently needs it for his own use, he should be entitled to an order or decree for eviction the only thing necessary for him to prove is bona fide requirement and that he is the owner thereof. In this context, what appears to be the meaning of the term “owner” is vis-a-vis the tenant i.e. the owner should be something more than the tenant.** Admittedly in these cases where the plot of land is taken on lease the structure is built by the landlord and admittedly he is the owner of the structure...”*

[Emphasis supplied]

8. The submissions made by the Petitioner are those very submissions which he made before the learned Trial Court and have already been dealt with. The learned Trial Court has held that a better title has been established by the Respondent/landlord. This Court finds no infirmity in the findings of the learned Trial Court which have been impugned by the Petitioner.



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9. Learned Counsel for the Petitioner/tenant, in his application for Leave to Defend, averred that the Respondents/landlords have sold the ‘malba’ of the Jhuggi bearing no. 47, Dayal Singh Colony, Okhla, New Delhi-110065 by way of GPA, Agreement to Sell etc. all dated 22.02.2021 for a sale consideration of Rs. 4,50,000/-. The relevant extract of Leave to Defend is reproduced below:-

“3. That the grounds on which the leave of the court is being prayed for are as follows:

...

C) Because the petitioner herein is neither the owner of the premises nor the landlord of the respondent. It is submitted that the petitioner has sold the Malba of Jhuggi bearing no. 47, Dayal Singh Colony, Okhla, New Delhi-110065 admeasuring 25 sq. yards to the respondent by way of GPA, Agreement to Sell. Affidavit, Will. Receipt and Possession Letter all dated 22.2.2021 for total sale consideration of Rs.4,50,000/- and the peaceful vacant physical possession of the said Jhuggi was also handed over to the respondent. It is submitted that the respondent is in possession of the said Jhuggi since the date of its purchase i.e. 22.2.2021. It is submitted that prior to the execution of the aforesaid title documents, the petitioner has also executed a Bayana Receipt dated 19.11.2020 towards the part payment of Rs.3,00,000/- and thereafter executed the aforesaid title documents on receiving the balance payment. It is further submitted that the respondent is the actual /absolute owner in possession of the jhuggi/property in question and not the tenant as alleged by the petitioner.”

[Emphasis Supplied]

9.1 Concededly, the originals of these documents were not produced before the learned Trial Court stating that the documents were with the Respondents/landlords. It is not disputed that no legal proceedings have been initiated in respect of the claim of ownership of Petitioner/tenant before any Court of Law. In addition, by his own admission in the application for Leave to Defend, all that has been purchased by the Petitioner/tenant is ‘malba’ or ‘debris/rubbish that is lying around’ in the tenanted premises.



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The purchase of ‘*debris/rubbish*’ cannot be equated with the purchase of a property. Thus, the claim of the Petitioner/tenant is without any merit. In any event, this issue is put at rest in view of the fact that the documents of title/ownership were placed on record by the Respondents/landlords.

10. The Respondents/landlords have contended that he has placed documents of title in his favour and other documents before the Trial Court. The same finds mention in the Impugned Order as well. The Respondents/landlords have also clarified that the Respondent inducted the Petitioner as a tenant and nothing more. So far as the claims of the ownership of the Petitioner/tenant and the documents executed are concerned, it is the contention of the Respondents/landlords that these have been obtained fraudulently and are subject matter of a criminal complaint which is pending adjudication before the appropriate forum.

11. In any event, it is the settled law that the eviction proceedings cannot be utilized to settle title dispute between the parties. A Coordinate bench of this Court in the case of ***Puran Chand Aggarwal v. Lekh Raj***³ has held that the imperfectness of the title of the premises cannot stand in the way of an Eviction Petition and the tenant cannot be allowed to raise the plea of imperfect title or title not vesting in the landlord. The Court further held that the tenant is estopped and cannot dispute the title of the landlord in the view of the provision of Section 116 of the Indian Evidence Act, 1872 with any change in the subsequent change in the situation.

“34. It is settled law that in the context of the Act what appears to be the meaning of the term “owner” is that vis-à-vis the tenant the owner should be something more than the tenant. The position in law is that the

³ 2014 SCC OnLine Del 1506



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“ownership” of the landlord for the purpose of maintaining a petition under Section 14(1)(e) of the Act is not required to be an absolute ownership of the property, and that it is sufficient if the landlord is a person who is collecting the rent on his own behalf. The imperfectness of the title of the premises can neither stand in the way of an eviction petition under Section 14(1)(e) of the Act, nor can the tenant 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 the rent to the landlord. The tenant inducted by landlord is estopped and cannot dispute the title of his landlord in view of the provisions of Section 116 of the Indian Evidence Act without there being any subsequent change in the situation...”

[Emphasis Supplied]

12. The scope of examination by this Court in a Revision Petition filed under Section 25(B)(8) of the Act is well settled. The Supreme Court *Abid-ul-Islam v. Inder Sain Dua*⁴ has held that the jurisdiction of this Court is only revisionary in nature and limited in scope. The Supreme Court while interpreting the intendment of the legislature in removing two stages of Appeal that were earlier provided in the said Act has held that this is a conscious omission. The High Court is not expected to substitute and supplant its view with that of the learned Trial Court, its only role is to satisfy itself on the process adopted. Thus, the scope of revisionary jurisdiction of this Court has been limited to examine if there is an error apparent on the fact of the record or absence of any adjudication by the learned Trial Court, and it is only then should the High Court interfere. The Supreme Court has also cautioned from converting the power of superintendence into that of a regular first Appeal under revisionary jurisdiction. The relevant extract of the *Abid-ul-Islam* case is as follows:

“Scope of revision

“22. We are, in fact, more concerned with the scope and ambit of the proviso to Section 25-B(8). The proviso creates a distinct and

⁴ (2022) 6 SCC 30



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unequivocal embargo by not providing an appeal against the order passed by the learned Rent Controller over an application filed under sub-section (5). The intendment of the legislature is very clear, which is to remove the appellate remedy and thereafter, a further second appeal. It is a clear omission that is done by the legislature consciously through a covenant removing the right of two stages of appeals.

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.

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It could thus be seen, that this Court has held, that the High Court while exercising the revisional powers under the Delhi Rent Control Act, 1958 though could not reassess and reappraise the evidence, as if it was exercising appellate jurisdiction, however, it was empowered to reappraise the evidence for the limited purpose so as to ascertain whether the conclusion arrived at by the fact-finding court is wholly unreasonable.”

[Emphasis supplied]

13. In view of the foregoing discussion, this Court finds no merit in the present Petition and the same is accordingly dismissed. Pending Application stands closed.

TARA VITASTA GANJU, J

DECEMBER 9, 2024/pa/jn

[Click here to check corrigendum, if any](#)