



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

% **Date of decision: December 06, 2025**

+ **RC.REV. 169/2023**

DR. SUNIL SINGHAL

.....Petitioner

Through: Mr. A.K.Singla, Sr. Adv. alongwith
Ms. Sayantani Basak and Mr. Sahil
Kumar, Advs.

Versus

KALURAM RASTOGI & ANR.

.....Respondents

Through: Mr. D.K. Rustagi, Ms. Anjali
Pandey and Mr. Mayank Rustogi,
Advs.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T (ORAL)

1. By virtue of the present petition, the petitioner/ tenant (*tenant*) seeks setting aside of the order dated 16.03.2023 (*impugned order*) passed by learned Rent Controller, Shahdara District, Karkardooma Courts, Delhi (*learned RC*) in RC ARC No.34/2022 filed by the respondents/ landlords (*landlords*) under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958 (*DRC Act*) seeking eviction of the premises being Shop Nos.1 and 2 in property bearing No.E-4/4, Krishna Nagar, Delhi-110 051 (*subject premises*).

2. Since, learned senior counsel for the tenant, at the outset, submits that there is no dispute *qua* the findings rendered by the learned RC regarding the existence of *landlord-tenant relationship* between the parties, the *bona fide requirement* urged by the landlords as well as the



availability of *alternative accommodations*, the same need not be adverted to by this Court, and the findings of the learned RC *qua* the same require no interference. However, relying upon the decision of a Co-ordinate Bench of this Court in ***Ashok Kumar & Anr. vs. Ram Avtar Gupta*** (2017) SCC Online Del 9150, the learned senior counsel submits that the Eviction Petition of the landlords before the learned RC was itself not maintainable since it was barred under the provisions of *Section 14(6)* of the DRC Act as it was filed before the lapse of the statutory period of *five years* after the execution of the Relinquishment Deed dated 07.11.2019 by virtue whereof the landlords became exclusive owners of the subject premises. The learned senior counsel also submits that, moreover, since the said Eviction Petition was accompanied with the affidavit of only one of the landlords, and for the other, the same was filed on the strength of a General Power of Attorney (**GPA**) signed subsequently, it was, once again not maintainable. Based thereon, it is the case of the learned senior counsel that the learned RC fell in error in allowing the Eviction Petition.

3. Supporting the impugned order, learned counsel for the landlords on the other hand, after relying upon the law laid down by the Hon'ble Supreme Court in ***Deepak Tandon & Anr. vs. Rajesh Kumar Gupta*** (2019) 5 SCC 537, submits that since none of the aforesaid contentions were raised by the tenant before the learned RC, the same cannot be adverted to later on, especially in revisional jurisdiction.

4. Heard learned (senior) counsels for the parties and perused the documents and pleadings on record.

5. Considering that there is no challenge to the findings rendered by the learned RC in the impugned order, *per se*, there is hardly any scope of



interference left by this Court in the present revisional jurisdiction. All the more whence, *admittedly*, neither of the issues sought to be urged by learned senior counsel for the tenant before this Court were raised in the application wherein the tenant sought leave to defend before the learned RC. It is, thus, too late in the day for the tenant to now argue a completely different case from the one set up by him before the learned RC. Reliance is placed upon the dictum of the Hon'ble Supreme Court in **Deepak Tandon** (*supra*), wherein it has been held as under:-

“15. In our considered opinion, the High Court committed jurisdictional error in setting aside the concurrent findings of the two courts below and thereby erred in allowing the respondent's writ appeal and dismissing the appellants' application under Section 21(1)(a) of the 1972 Act as not maintainable. This we say for the following reasons:

15.1. First, it is not in dispute that the respondent (oppose party) had not raised the plea of maintainability of the appellants' application under Section 21(1)(a) of the 1972 Act in his written statement before the Prescribed Authority.

15.2. Second, since the respondent failed to raise the plea of maintainability, the Prescribed Authority rightly did not decide this question either way.

15.3. Third, the respondent again did not raise the plea of maintainability before the first appellate court in his appeal and, therefore, the first appellate court was also right in not deciding this question either way.

15.4. Fourth, it is a settled law that if the plea is not taken in the pleadings by the parties and no issue on such plea was, therefore, framed and no finding was



recorded either way by the trial court or the first appellate court, such plea cannot be allowed to be raised by the party for the first time in third court whether in appeal, revision or writ, as the case may be, for want of any factual foundation and finding.”

6. In view of the above, this Court is not agreeable with the submissions made by learned senior counsel for the tenant. Doing so, especially at the present/ revisional stage, would lead to travesty of justice as the tenant will be given a second bite at the cherry, which, would surely be against the very tenets of the DRC Act. This, particularly, since the DRC Act provides for a summary procedure for eviction, and wherein the tenant was required to make out a case for raising a triable issue within the stipulated time period of *fifteen days*.

7. Reliance upon **Ashok Kumar & Anr.** (*supra*) by learned senior counsel for the tenant, can, in such circumstances, hardly come to the aid of the tenant. The same is also distinguishable since the concerned premises therein never devolved on the landlords by virtue of the Will, whereas, in the present case, the late father of the landlords died intestate and all his children had actually become joint-owners of the subject premises. In any event, as held in **V. N. Sarin vs. A. K. Poplai** 1966 SCR (1) 349, that such a devolution by succession, even if followed by Relinquishment Deed(s) *inter se* members of the same family, would not attract the bar under *Section 14(6)* of the DRC Act.

8. Similarly, as held in **Jugraj Singh v. Jaswant Singh** (1970) 2 SCC 386, execution of GPA later on, being merely procedural in nature, was/ is, at best, a curable defect.

9. None of the aforesaid, as urged by the learned senior counsel for the



tenant, are sufficient for this Court to hold that the Eviction Petition filed by the landlords before the learned RC was not maintainable.

10. In view of the afore-going, this Court does not see any infirmity in the impugned order, and consequently finds no reason to interfere with the same, especially considering this Court is exercising revisional jurisdiction, wherein, as held in *Sarla Ahuja vs. United India Insurance Co. Ltd.* (1998) 8 SCC 119; *Abid-Ul-Islam vs. Inder Sain Dua* (2022) 6 SCC 30, unless there is a patent error on the face of the record, the findings of the learned RC are not to be substituted with the findings of this Court.

11. Accordingly, the present petition is dismissed and the impugned order dated 16.03.2023 passed by the learned RC is upheld.

12. Considering that the statutory period of six months in terms of *Section 14(7)* of the DRC Act has already expired, the tenant is liable to vacate the subject premises and hand over peaceful and physical possession thereof to the landlords in compliance of the impugned order.

SAURABH BANERJEE, J

DECEMBER 6, 2025/Ab