



2025:DHC:696



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

Date of Decision: 24.01.2025

+ **RC.REV. 211/2016, CM APPL. 27068/2016**

MOHD IQBAL

....Petitioner

Through: Mr. Rajiv Bajaj, Advocate

versus

AZMMUDDIN & ANR

.....Respondents

Through: Mr. Arun Sharma, Advocate for
R-1.

CORAM:

HON'BLE MS. JUSTICE TARA VITASTA GANJU

TARA VITASTA GANJU, J.: (Oral)

1. The present Petition has been filed by the Petitioner/tenant seeking to challenge the Order dated 26.10.2015 passed by the learned Senior Civil Judge cum Rent Controller (Central), Delhi [hereinafter referred to as "Impugned Order"]. By the Impugned Order, the learned Trial Court dismissed the leave to defend/contest Application filed by the Petitioner/tenant and passed an Eviction Order against the Petitioner/tenant in respect of the premises measuring 16' x 9' situated on the ground floor of property no. 1337, Main bazar, Farash Khana, Delhi-110006 as shown in red colour in the site plan annexed along with Eviction Petition [hereinafter referred to as "subject premises"].

2. The Petitioner/tenant also impugns order dated 21.11.2015 passed by the learned Trial Court dismissing a petition/application for review



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filed by the Petitioner/tenant under Order XLVII Rule 1 of the Code of Civil Procedure, 1908 [hereinafter referred to as “CPC”].

3. The Coordinate Bench of this Court, by its Order dated 01.08.2016, directed that there shall be a stay on the execution of the Impugned Order. Subsequently, by an Order dated 24.01.2019, the Coordinate Bench of this Court, affixed user and occupation charges in the sum of Rs. 10,000/- per month to be paid by the Petitioner/tenant to the Respondents/landlords. The parties confirm that these payments are being made regularly by the Petitioner/tenant. The matter has been heard by this Court on more than one occasion.

4. Learned Counsel appearing on behalf of the Petitioner/tenant submits that the only issue that is to be adjudicated upon in the present case is with respect to the ownership of the subject premises. It is the case of the Petitioner/tenant that the Petitioner/tenant had purchased the subject premises from the father of the Respondent No. 1 through documents executed i.e., General Power of Attorney, Agreement to Sell, Affidavit, Will and receipt all dated 08.12.2003. It is, thus, submitted that the learned Trial Court was in error in rejecting the leave to defend/contest Application filed by the Petitioner/tenant.

4.1 Learned Counsel appearing on behalf of the Petitioner/tenant further submits that the Respondents/landlords had stated in the pleadings that the documents, which have been placed on record by the Petitioner/tenant are forged. It was incumbent on the learned Trial Court to allow the leave to defend/contest and examine the matter. Thus, it is



contended that the Impugned Order suffers from infirmity.

5. Learned Counsel appearing on behalf of the Respondent No. 1/landlord, on the other hand, submits that the Petitioner/tenant is not the owner of the subject premises and is just a tenant. He submits that the subject premises was originally jointly owned by parents of Respondent No.1 namely Alimuddin and Rahisa Begum who obtained the premises by virtue of a registered sale deed dated 30.05.1984. Both the parents of the Respondent No. 1 passed away, thereafter, leaving behind ten legal heirs including the Respondent No.1/landlord. The other legal heirs executed two Relinquishment Deeds dated 20.02.2007 and 06.08.2013 in respect of the subject premises in favour of the Respondent No. 1/landlord. It is explained that the ownership of the Respondent No.1/landlord devolved upon him in this manner.

5.1 Learned Counsel for the Respondent/landlord also seeks to rely upon a judgment passed by the Coordinate Bench of this Court on 08.10.1968 in the matter of *T.C Rakhi v. Usha Gujral*¹ to submit that the Court has held that it is settled law that the term “owner” as defined under Section 14(1)(e) of the Delhi Rent Control Act, 1958 [hereinafter referred to as “Act”] does not mean absolute ownership.

6. Learned Counsel appearing on behalf of the parties, at this stage, clarify that although the Respondent No. 2 was made a party by the Petitioner/tenant before the learned Trial Court as a sub-tenant, it is the case of the Petitioner/tenant that the Petitioner/tenant is in occupation of

¹ T.C. Rakhi v. Usha Gujral, 1968 SCC OnLine Del 145



the subject premises even today.

6.1 The statement of the learned Counsel appearing on behalf of the Petitioner/tenant, on instructions, is taken on record.

7. On the aspect of existence of landlord-tenant relationship, learned Counsel appearing on behalf of the Respondent No. 1/landlord further seeks to rely upon rent receipts which have been filed along with the Eviction Petition for the period between 03.07.1996 to 15.12.2010, to submit that the Petitioner/tenant has all along paid rental to Respondent No.1/landlord, and thus, there is no question of the Petitioner/tenant being the owner of the subject premises.

8. As stated above, the challenge in the present Petition is to the ownership of the subject premises.

9. It is the contention of the learned Counsel appearing on behalf of the Petitioner/tenant that he has filed a civil suit for injunction *qua* the subject premises which is pending adjudication. Undisputably, the civil suit was filed in the year 2014, soon after the filing of the Eviction Petition. However, the documents that the Petitioner/tenant seeks to rely upon are stated to be executed in the year 2003.

10. The objection that was raised by the Petitioner/tenant before this Court was also raised by the Petitioner/tenant before the learned Trial Court. The learned Trial Court examined the documents that were placed on record by the Respondent No. 1/landlord including the Relinquishment Deeds and the rent receipts. The learned Trial Court has



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held that mere denial of ownership of the premises of the landlord does not mean that the case must be sent for trial.

11. On the aspect of the challenge to the ownership raised by the Petitioner/tenant, 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 Act. The Supreme Court in the case of **Swadesh Ranjan Sinha v. Haradeb Banerjee**², in the context of ownership in an eviction petition, has clarified that:

“ 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]

11.1 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**³ has held that what a landlord has to prove is a better title than the tenant to seek his eviction for the tenanted premises. The Court relied on the judgment of the Supreme Court in the case of **Shanti Sharma vs. Ved Prabha**⁴ to hold that the term owner has to be understood in the context of the background of the law. 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

² (1991) 4 SCC 572

³ 2024 SCC OnLine Del47

⁴ (1987) 4 SCC 193



14(1)(e) of the Act. The Supreme Court in the case of Shanti Sharma v. Ved Prabha 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 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]

12. The only challenge raised by the Petitioner/tenant is that he is the owner of the subject premises based on documents stated to be executed by the father of the Respondent No.1/landlord in his favour. It is stated that an Agreement to Sell, General Power of Attorney, Will and receipt



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were executed on 08.12.2023 for a consideration of Rs.4.9 lakhs [hereinafter referred to as the “2003 documents”].

12.1 The learned Trial Court examined this contention and found that the Respondent No.1/landlord has a better title to the subject premises.

13. Concededly, the documents sought to be relied upon are all unregistered photocopies. It is also not controverted that the Petitioner/tenant has executed rent receipts for the period from 03.07.1996 to 15.12.2010 in favour of the Respondent No.1/landlord. Once the 2003 documents were executed, there was no question of paying any rent to the Respondent No.1/landlord by the Petitioner/tenant. However, admittedly, rental was paid upto 2010 by the Petitioner/tenant. The learned Trial Court has relied upon these rent receipts as well as documents filed by the Respondent No.1/landlord for the purpose of dismissing the leave to defend/contest Application.

13.1 In addition, it was stated by the Respondent No.1/landlord that his father was a joint owner of the property, thus, could not have transferred the entire subject premises.

14. The Petitioner/tenant has also relied upon a suit for declaration of ownership filed by him against the Respondent No.1/landlord based on the 2003 documents. Firstly, the suit was only filed after the filing of the Eviction Petition. Secondly, it is undisputed that the executant of those documents has expired.

14.1 The learned Counsel appearing on behalf of the Petitioner/tenant



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is unable to show the Court any order/judgment which would evidence a title of the subject premises of the Petitioner/tenant. He is also unable to explain why the owner would continue to pay rent to the predecessors of the Respondent No.1/landlord and thereafter to the Respondent No.1/landlord as evidenced by the rent receipts placed on record by the Petitioner/tenant.

15. The jurisdiction of this Court is only revisionary in nature and limited in scope. The Supreme Court in ***Abid-Ul-Islam v. Inder Sain Dua***⁵ while interpreting the intendment of the legislature in removing two stages of Appeal that were earlier provided in the Act has held that this is a conscious omission. It was held that 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 face 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. This has been elucidated at length by Supreme Court in ***Abid-Ul-Islam*** case in the following manner:

“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 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

⁵ (2022) 6 SCC 30



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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25. The aforesaid decision has been recently considered and approved by this Court in Mohd. Inam v. Sanjay Kumar Singhal [Mohd. Inam v. Sanjay Kumar Singhal, (2020) 7 SCC 327 : (2020) 4 SCC (Civ) 107] : (SCC pp. 340-41, paras 22-23)

“22. This Court in Sarla Ahuja v. United India Insurance Co. Ltd. [Sarla Ahuja v. United India Insurance Co. Ltd., (1998) 8 SCC 119] had an occasion to consider the scope of proviso to Section 25-B(8) of the Delhi Rent Control Act, 1958. This Court found, that though the word “revision” was not employed in the said proviso, from the language used therein, the legislative intent was clear that the power conferred was revisional power. This Court observed thus : (SCC p. 124, para 11)

‘11. The learned Single Judge of the High Court in the present case has reassessed and reappraised the evidence afresh to reach a different finding as though it was exercising appellate jurisdiction. No doubt even while exercising revisional jurisdiction, a reappraisal of evidence can be made, but that should be for the limited purpose to ascertain whether the conclusion arrived at by the fact-finding court is wholly unreasonable.’

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.

23. Again in *Ram Narain Arora v. Asha Rani* [*Ram Narain Arora v. Asha Rani*, (1999) 1 SCC 141], this Court had an occasion to consider the aforesaid powers under the Delhi Rent Control Act, 1958. This Court observed thus : (SCC p. 148, para 12)

‘12. It is no doubt true that the scope of a revision petition under Section 25-B(8) proviso of the Delhi Rent Control Act is a very limited one, but even so in examining the legality or propriety of the proceedings before the Rent Controller, the High Court could examine the facts available in order to find out whether he had correctly or on a firm legal basis approached the matters on record to decide the case. Pure findings of fact may not be open to be interfered with, but (sic if) in a given case, the finding of fact is given on a wrong premise of law, certainly it would be open to the Revisional Court to interfere with such a matter.’

It was thus held, that though the scope of revisional powers of the High Court was very limited one, but even so in examining the legality or propriety of the proceedings before the Rent Controller, the High Court could examine the facts available in order to find out whether he had correctly or on a firm legal basis approached the matters on record to decide the case. It has also been held, that pure findings of fact may not be open to be interfered with, but in a given case, if the finding of fact is given on a wrong premise of law, it would be open to the Revisional Court to interfere with the same.”

[Emphasis supplied]

16. The learned Trial Court has examined the contentions as raised by the Petitioners/tenants and has found that no triable issue has been raised. As discussed above, the examination by this Court does not show anything to the contrary. As stated above, the revisionary jurisdiction of this Court is limited and circumspect. All that the Court is required to examine, in terms of the judgment of the Supreme Court in *Abid-ul-*



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Islam case, is whether there is absence of adjudication for interference by this Court or any error apparent on the face of the record.

17. From the discussions above, this Court finds no infirmity with the Impugned Order which would merit interference by this Court.

18. The Petition is dismissed. All pending Applications stand closed.

TARA VITASTA GANJU, J

JANUARY 24, 2025

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Click here to check corrigendum, if any