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

% ***Judgment reserved on: 07.08.2026***
Judgment pronounced on: 27.10.2026

\+ RC.REV. 19/2024, CM APPL. 3115/2024 (Stay), CM APPL. 3116/2024 (To place on record subsequent events) & CM APPL. 13515/2025 (Dir.)

SH SUBHASH WADHWA .....Petitioner

Through: Mr. Jai Sahai Endlaw, Ms. Shruti Kapur, Ms. Harshita Pal and Mr. Ishaan Kapoor, Advocates.

versus

SH NARENDER KUMAR SHARMA & ORS. ...Respondents

Through: Mr. M Salim and Mr. Sadaat Salim, Advocates.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Revision Petition, filed under the *proviso* to Section 25-B(8) of the **Delhi Rent Control Act, 1958**[1], seeks to assail the **Order dated 19.07.2023**[2], passed by the learned **Additional Rent Controller, South District, Saket Courts, Delhi**[3], in Eviction Petition, being **RC ARC 35 of 2021**[4], titled *"Narender Kumar Sharma & Ors. v. Subhash Wadhwa"*.

[1] DRC Act
[2] Impugned Order
[3] ARC
[4] Eviction Petition

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2. By way of the Impugned Order, the Application dated 27.04.2022, filed by the Petitioner, seeking a complete copy of the Eviction Petition was dismissed and an Eviction Order was consequently passed, in terms of Section 25-B(4), in favour of the Respondents under Section 14(1)(e) of the DRC Act, in respect of tenanted premises, being **Property No. 22/5 (Back Side), Mandir Wali Gali, Yusuf Sarai Market, Aurobindo Marg, New Delhi-110016**[5].

FACTUAL MATRIX:

3. The Respondents instituted the Eviction Petition under Section 14(1)(e) of the DRC Act espousing *bona fide* requirement of the Subject Premises for installation of a lift and setting up a reception in connection with their existing Paying Guest Accommodation running in **Property Nos. 22/3, 22/4 and 22/5, Mandir Wali Gali, Yusuf Sarai Market, Aurobindo Marg, New Delhi-110016**[6], which they intended to convert into a full-fledged guest house.

4. Upon admission of the said Eviction Petition, the learned ARC, *vide* Order dated 27.11.2021, directed issuance of summons to the Petitioner in the prescribed form under the Third Schedule of the DRC Act. The said summons were recorded as having been served, through ordinary mode, upon the Petitioner on 08.12.2021. However, no Application seeking Leave to Defend came to be filed on behalf of the Petitioner within the period of 15 days, as prescribed under Section 25-B(4) of the DRC Act.

5. The Petitioner, however, first entered appearance before the learned ARC in the Eviction Petition proceedings, through his

[5] Subject Premises
[6] PG Accommodation

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counsel, on 28.02.2022. On that date, it was submitted on behalf of the Petitioner that the complete copy of the Eviction Petition had not been received with the summons, and therefore the Application seeking leave to Defend could not be filed within the prescribed time. The learned ARC, upon the said submissions, directed the Petitioner to move an appropriate Application in this regard.

6. Pursuant thereto, the Petitioner filed an **Application seeking supply of a complete copy of the Eviction Petition dated 27.04.2022**[7], contending that certain pages, including Page Nos. 9 and 10, were missing from the copy of the Eviction Petition served upon him. However, while the said Application was pending consideration, the Petitioner subsequently obtained a certified copy of the Eviction Petition from the Trial Court Record on 17.10.2022 and filed an Application seeking Leave to Defend on 29.10.2022, contending the same to be within the prescribed period of 15 days.

7. The Respondents opposed the said Application seeking copy of the Eviction Petition, contending that a complete copy of the Eviction Petition had already been supplied to the Petitioner along with the summons, as also through WhatsApp. It was further contended that the said Application was an attempt to circumvent the statutory period prescribed for filing an Application seeking Leave to Defend, and that in any event, the Petitioner could have approached the counsel for the Respondents or inspected the Trial Court Record to obtain any missing documents, within 15 days of service of the summons.

8. Upon consideration of the rival submissions and the material on record, the learned ARC, *vide* the Impugned Order, dismissed the said Application seeking copy of the Eviction Petition, observing, *inter*

[7] Application seeking copy of the Eviction Petition

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alia, that the same was unsigned by the Petitioner and unsupported by any Affidavit, and that the report of the process server recorded service of the summons along with a copy of the Eviction Petition.

9. The learned ARC held that the Petitioner had failed to establish that the copy supplied to him was incomplete and that the statutory period for filing an Application for Leave to Defend had commenced upon service of summons on 08.12.2021. Consequently, in the absence of an Application for Leave to Defend within the prescribed period, the averments in the Eviction Petition were treated as admitted, in terms of Section 25-B(4) of the DRC Act, and an Eviction Order came to be passed in favour of the Respondents.

10. Aggrieved by the Impugned Order, the Petitioner has preferred the present Petition, principally assailing the Impugned Order on the ground that the requirement of service of summons in two modes under Section 25-B(3)(a) of the DRC Act was not fulfilled, and contending that the statutory period for filing an Application for Leave to Defend could not have commenced without compliance with that requirement. The Petitioner, therefore, seeks setting aside of the Impugned Order and a direction for consideration of his Application seeking Leave to Defend on merits.

SUBMISSIONS ON BEHALF OF THE PETITIONER:

11. Learned counsel appearing on behalf of the Petitioner would assail the Impugned Order, contending that the Application seeking Leave to Defend could not have been rejected as being beyond the prescribed period of limitation, having regard to the manner in which summons of the Eviction Petition were served upon the Petitioner.

12. Learned counsel for the Petitioner would contend that Section

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25-B(3)(a) of the DRC Act mandates summons to be served upon the tenant through two modes, *i.e.*, the ordinary process and through registered post, acknowledgement due (R.P.A.D). It would be submitted that, in the present case, service was effected only through ordinary process and the statutory requirement of simultaneous service through both prescribed modes was not complied with by the Respondents. The grievance is, as articulated in the Written Submissions on behalf of the Petitioner also, that the Respondents failed to take the requisite steps to effect service through both the modes and that the Petitioner was served only through one mode *i.e.*, through ordinary process, which is against the provision of Section 25-B(3)(a) of the DRC Act.

13. Learned counsel for the Petitioner would, in order to substantiate the aforesaid contention, place reliance upon the decision of the Hon'ble Division Bench of this Court in ***Ashok Kumar v. Purshotam Lal Verma***[8] to submit that the requirement of two modes of service of summons, prescribed under Section 25-B(3)(a) of the DRC Act, is mandatory and cannot be treated as a mere formality. It would, therefore, be contended that the consequences of limitation under Section 25-B(4) of the DRC Act could not have been invoked without due compliance with the mandatory procedure governing service of summons.

14. Learned counsel for the Petitioner would also submit that even the service of summons through the ordinary process, effectuated on 08.12.2021, could not have been considered an effective service by the learned ARC, inasmuch as the copy of the Eviction Petition accompanying the said summons was incomplete and did not contain

[8] 2016 SCC OnLine Del 5358

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all the requisite pages and documents, and therefore the period of limitation of 15 days for filing the Application seeking Leave to Defend could not have started to run therefrom, as held by the learned ARC in the Impugned Order.

15. Learned counsel for the Petitioner would submit that the Petitioner accordingly sought a complete and legible copy of the Eviction Petition by moving an Application dated 27.04.2022. It is contended that the complete copy was ultimately obtained by the Petitioner on 17.10.2022, whereafter the Application for Leave to Defend was filed on 29.10.2022, within the prescribed period of fifteen days of obtaining the same, and therefore their Application seeking Leave to Defend ought to be considered on merits and could not have been rejected outrightly on the ground of being barred by limitation.

16. Learned counsel for the Petitioner, in light of the foregoing submissions, would seek setting aside of the Eviction Order and that the Petitioner's Application for Leave to Defend ought to be considered on merits.

SUBMISSIONS ON BEHALF OF THE RESPONDENTS:

17. ***Per contra*****,** learned counsel appearing on behalf of the Respondents would support the Impugned Order and submit that the summons of the Eviction Petition were duly issued pursuant to the Order dated 27.11.2021 and served upon the Petitioner through ordinary process on 08.12.2021. It would be contended that the Petitioner became aware of the eviction proceedings upon the said service, which is also evident from the fact that he entered appearance through counsel before the learned ARC on 28.02.2022. Learned

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counsel for the Respondents would therefore submit that the purpose of issuance of summons stood fulfilled.

18. Learned counsel for the Respondents would further submit that the reliance placed by the Petitioner upon ***Ashok Kumar*** *(supra)* is misconceived inasmuch as the said decision does not stipulate that the tenant must necessarily be served through both the prescribed modes before the statutory period for filing an Application for Leave to Defend commences. Learned counsel for the Respondents would submit that the requirement of service through two modes, simultaneously, is intended to ensure that the tenant receives due intimation of the eviction proceedings timely, without unnecessary delay. The said object, it would be submitted, stood amply fulfilled upon service of the summons upon the Petitioner on 08.12.2021, and the submission on behalf of the Petitioner is merely an after-thought to circumvent the Petitioner's failure to approach the learned ARC within the prescribed time.

19. Learned counsel for the Respondents would further contend that the Petitioner cannot seek to defeat the statutory scheme under Section 25-B of the DRC Act by raising a hyper-technical objection to the mode of service, particularly when the summons had been duly served and the Petitioner had entered appearance in the proceedings. Learned counsel for the Respondents would submit that the alleged non-completion of service through registered post, in the facts of the present case, cannot be construed as a ground to defer the commencement of the statutory period.

20. Learned counsel for the Respondents would submit that the Petitioner cannot disregard the service effected on 08.12.2021 and contend that the period prescribed under Section 25-B(4) of the DRC

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Act commenced only upon his obtaining a certified copy of the complete Eviction Petition on 17.10.2022. It would be contended that the subsequent procurement of the certified copy would not, by itself, furnish a fresh starting point for computation of the statutory period and that the Application for Leave to Defend, filed on 29.10.2022, was, in fact, beyond the prescribed period of limitation.

21. Learned counsel for the Respondents would, in this regard, while reiterating the reliance upon ***Ashok Kumar*** *(supra)*, submit that once service has been validly effected through one of the prescribed modes, the commencement of the statutory period is not postponed merely because service through the other mode has not been completed. It would be submitted that, in view of the service effected upon the Petitioner and his subsequent appearance before the learned ARC, the alleged non-completion of service through registered post does not, in itself, warrant interference with the Impugned Order.

22. Learned counsel for the Respondents would also submit that the objection raised by the Petitioner with regard to the alleged incompleteness of the copy of the Eviction Petition accompanying the summons, in respect of which the Petitioner had moved an Application dated 27.04.2022 seeking a complete and legible copy, has already been duly considered and accorded a reasoned adjudication by the learned ARC, and therefore does not warrant any interference by this Court on this ground.

23. Learned counsel for the Respondents would also contend that the ground of challenge, with respect to the service of summons, sought to be raised by the Petitioner before this Court, was neither pleaded nor urged before the learned ARC and has been raised for the first time in the present Revision Petition, which ought not to be

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entertained, given the limited and circumscribed scope of the revisional jurisdiction exercisable by this Court.

24. Learned counsel for the Respondents would accordingly submit that the Impugned Order does not suffer from any illegality or material irregularity warranting interference in the exercise of the limited revisional jurisdiction conferred upon this Court under the *proviso* to Section 25-B(8) of the DRC Act.

ANALYSIS:

25. This Court has heard the learned counsel appearing on behalf of the parties and, with their able assistance, perused the material available on record.

26. For the sake of clarity and convenience, the ensuing discussion is arranged under separate headings corresponding to the principal discussion thereunder.

27. It is made clear that the said headings are merely intended to facilitate the orderly appreciation of the reasoning and are not to be construed as creating isolated distinction between the issues. The Judgment is to be read as a whole, and the findings recorded under each heading shall be understood in the context of, and in conjunction with, the findings and reasoning contained in the other parts of the Judgment.

Scope of Revisional Jurisdiction

28. 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, sought to be invoked by way of the present Petition, vested in this Court under the *proviso* to Section 25-B(8) of the DRC Act.

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29. The contours of the revisional jurisdiction under Section 25-B of the DRC Act are well settled. The Hon'ble Supreme Court, in ***Sarla Ahuja v. United India Insurance Co. Ltd.***[9], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[10], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[11], has consistently held that the jurisdiction exercised by this Court under the *proviso* to Section 25-B(8) of the DRC Act is supervisory and revisional in character and cannot be equated with the exercise of appellate jurisdiction.

30. 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.***[12], and ***Sanjeev Hiranandani v. Sunny Grover***[13].

31. In ***Abid-Ul-Islam*** (supra), the Hon'ble Supreme Court, while elucidating the legislative intendment underlying Section 25-B 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

[9] (1998) 8 SCC 119
[10] (2014) 9 SCC 78
[11] (2022) 6 SCC 30
[12] 2024:DHC:9322
[13] 2025:DHC:11285

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> 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."

32. 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 25-B(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.

33. In view of the foregoing discussion, the position which emerges is that, while exercising jurisdiction under the *proviso* to Section 25-B(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

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error apparent on the face of the record, exercise of revisional jurisdiction may be warranted.

34. Having delineated the scope of the revisional jurisdiction exercisable by this Court under the *proviso* to Section 25-B(8) of the DRC Act, it is apposite, before proceeding further, to identify the precise question that calls for determination.

Scope of Controversy

35. The challenge of the Petitioner to the Impugned Order rests on two contentions. *First*, that the mandate of Section 25-B(3)(a) of the DRC Act, which, according to the Petitioner, requires summons to be served simultaneously through the ordinary process and by registered post, was not fulfilled, and that the period for seeking leave to defend could not, therefore, be reckoned from the date of service through the ordinary process. *Secondly,* that the copy of the Eviction Petition served along with the summons was incomplete, which, it is urged, further postponed the commencement of that period.

36. The Respondents, on the other hand, contend that the Petitioner seeks to raise an objection that is purely technical in nature, which ignores the end that the procedure is designed to serve. They submit that the objection is, moreover, a new ground raised for the first time in revision, since service through the ordinary process was in fact effected, and the Petitioner entered appearance before the learned ARC pursuant to the very summons so served.

37. Since no other contentions were raised on behalf of the parties, this Court proceeds to adjudicate the matter confined to the contentions as expressly raised and set out hereinabove.

38. The questions that, therefore, fall for consideration is, *first,* whether the learned ARC was correct in holding that the summons

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were duly served upon the Petitioner on 08.12.2021, so that the period of fifteen days for seeking leave to defend commenced from that date, even assuming that the summons were served only through the ordinary process, and *secondly*, whether the challenge to the findings of the learned ARC, with regard to supply of incomplete copy of the Eviction Petition, warrants interference by this Court.

39. The discussion upon the second limb of challenge would necessarily entail a perusal of the Impugned Order, in light of the circumscribed scope of revisional jurisdiction of this Court, which would be undertaken after answering the first limb of the controversy.

40. To answer the first question, it would be necessary to construe Section 25-B(3)(a) of the DRC Act, and that must be done in the light of the object and legislative intent of Section 25-B of the DRC Act as a special provision, for the meaning of a procedural mandate is best understood by the purpose it was designed to serve.

Section 25-B of the DRC Act: Objective and Legislative Intent

41. Section 25-B was inserted into the DRC Act by way of an amendment in 1976, providing a self-contained procedure for adjudication of eviction proceedings instituted by specified categories of landlords on the statutory grounds enumerated therein, including *bona fide* requirement.

42. A reading of Section 25-B of the DRC Act makes it manifest that the procedure prescribed thereunder marks a conscious departure from the ordinary course of eviction proceedings under the DRC Act. Section 25-B evidently has expedition and speedy disposal as its core objective. It envisages a carefully structured mechanism, whose salient features bring out the legislative intent with clarity. *First,* the tenant does not enjoy an unrestricted right to contest an eviction

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claim. The tenant must seek leave to defend by disclosing grounds warranting a contest, and is entitled to defend the proceedings on merits only if such leave is granted. *Secondly,* the statute prescribes a strict period of fifteen days from the service of summons within which such leave must be sought. *Thirdly,* failure to seek leave within the stipulated period attracts the consequence prescribed under Section 25-B(4) of the DRC Act, namely, the statements made by the landlord in the Eviction Petition are deemed to be admitted, and the landlord becomes entitled to an Order of eviction on the statutory ground invoked. The procedure thus replaces an unrestricted right to contest with a time-bound and conditional opportunity to defend, which reflects it true objective of speedy and expeditious adjudication and disposal. The legislative emphasis can further be substantiated and inferred. The idea of expeditiousness is not restricted to the adjudication before the learned Rent Controller, but extends beyond.

43. An Order passed under Section 25-B of the DRC Act is not amenable to an ordinary appeal, instead, the statutory scheme provides for review and subjects the Order to the limited revisional jurisdiction of this Court, the limited contours of which have been delineated herein before. The provision accordingly seeks to secure expedition throughout the course of adjudication, including at the stage of challenge to the resulting Order. The prescribed timelines, the consequence of default and the restricted avenues of challenge operate in concert to prevent the proceedings from being prolonged by an unrestricted right to contest, while preserving the opportunity to defend expressly conferred upon the tenant by the statute.

44. The object and nature of Section 25-B of the DRC Act further stand authoritatively explained by the Hon'ble Supreme Court in

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Prithipal Singh v. Satpal Singh[14], where it was held that Chapter III-A of the DRC Act is a special code governing the disposal of the specified categories of eviction proceedings, and must therefore be followed strictly. In doing so, the Hon'ble Supreme Court also took note of the legislative purpose underlying this special procedure, as elucidated in ***Ravi Dutt Sharma v. Ratan Lal Bhargava***[15], namely, to afford landlords whose claims fall within the specified statutory grounds a speedy, expeditious and effective remedy, so that the prolonged course of ordinary eviction proceedings does not defeat the very necessity that occasioned the claim. The relevant observations read as under:

> **"10.** Now comes Chapter III-A of the Rent Act which consists of Sections 25-A to 25-C as inserted by Act 18 of 1976 i.e. w.e.f. 1-12-1975. By introduction of Chapter III-A, a special provision was introduced by the legislature for summary trial of certain applications filed under the Rent Act. Section 25-A of the Act clearly says that this provision of Chapter III-A to have overriding effect notwithstanding any inconsistency thereof contained elsewhere in this Act or any other law for the time being in force. Section 25-B is the provision by which special procedure for disposal of applications for eviction on the ground of bona fide requirement filed at the instance of the landlord under Section 14 or 14-A or 14-B or 14-C or 14-D of the Act has been laid down.
>
> **16.** From a careful perusal of sub-section (4) of Section 25-B of the Rent Act, it would be clearly evident that the tenant shall not be permitted to contest the prayer for eviction unless he files an affidavit before the Controller stating the ground on which he seeks to contest the application for eviction and obtains leave from the Controller. This section also clearly indicates that in default of his appearance in compliance with the summons or his obtaining such leave, the statement made by the landlord in the eviction proceedings shall be deemed to be admitted by the tenant and the landlord shall be entitled to an order for eviction on the ground mentioned in the eviction petition. At this stage, we may also note that in sub-section (4) of Section 25-B of the Rent Act read with the Third Schedule, it has been made clear by the legislature that if the summons of the proceeding is received by the tenant, he has to appear and ask for leave to contest the eviction proceedings within

[14] (2010) 2 SCC 15
[15] (1984) 2 SCC 75

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15 days from the date of service of notice upon the tenant and if he fails to do so, automatically, an order of eviction in favour of the landlord on the ground of bona fide requirement shall be made.

20. The scope of Chapter III-A of the Rent Act has been elaborately discussed in *Ravi Dutt Sharma* v. *Ratan Lal Bhargava* [(1984) 2 SCC 75 : AIR 1984 SC 967] in which this Court duly discussed the object of the Rent Act and also the insertion of Chapter III-A of the same in the following manner: (SCC pp. 78-79, para 7)

> "*7.* … The dominant object of the amending act [is] to provide a speedy, expeditious and effective remedy for a class of landlords contemplated by Sections 14(1)(*e*) and 14-A and for avoiding unusual dilatory process provided otherwise by the Rent Act. It is common experience that suits for eviction under the Act take a long time commencing with the Rent Controller and ending up with the Supreme Court. In many cases experience has indicated that by the time the eviction decree became final several years elapsed and either the landlord died or the necessity which provided the cause of action disappeared and if there was further delay in securing eviction and the family of the landlord had by then expanded, in the absence of accommodation the members of the family were virtually thrown on the road. It was this mischief which the legislature intended to avoid by incorporating the new procedure in Chapter III-A. The legislature in its wisdom thought that in cases where the landlords required their own premises for bona fide and personal necessity they should be treated as a separate class along with the landlords covered by Section 14-A and should be allowed to reap the fruits of decrees for eviction within the quickest possible time. It cannot, therefore, be said that the classification of such landlords would be an unreasonable one because such a classification has got a clear nexus with the objects of the amending Act and the purposes which it seeks to subserve. Tenants cannot complain of any discrimination because the Rent Act merely gave certain protection to them in public interest and if the protection or a part of it afforded by the Rent Act was withdrawn and the common law right of the tenant under the Transfer of Property Act was still preserved, no genuine grievance could be made."
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> **(Emphasis supplied)**

45. In view of the foregoing discussion, the object, nature and legislative intent of Section 25-B of the DRC Act may thus be stated.

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Section 25-B is a special, self-contained and summary procedure, enacted to give landlords of the specified classes a speedy and effective remedy by shortening the ordinary course of eviction proceedings. It is, in that sense, a beneficial and welfare provision, conceived for the relief of landlords whose claim to recover possession rests on a genuine and pressing requirement, such as the *bona fide* need of the premises, a need which the legislature recognised may be defeated by the very delay of ordinary proceedings. Its defining characteristic is expedition, and every feature of the provision, from the circumscribed right to contest and the fixed time for seeking leave, to the deemed admission on default and the restricted remedies against the Order, is directed to that end.

46. A provision enacted for such a purpose must be construed so as to advance, and not frustrate, the relief it was meant to confer. It cannot be read in a manner that converts the machinery of service, devised to hasten the proceedings, into a source of prejudice to the very landlord for whose benefit the procedure exists. This understanding is not peculiar to this Court and as discussed hereinbefore, finds firm support in the decisions of the Hon'ble Supreme Court, *inter alia*, in ***Ravi Dutt Sharma*** *(supra).*

47. It is against this legislative backdrop that the controversy in the present Petition falls to be examined. The controversy now turns upon the interpretation and application of Section 25-B(3)(a) of the DRC Act, which prescribes the modes of service to be adopted in proceedings governed by Section 25-B of the DRC Act. The statutory text is, therefore, where the inquiry must begin.

Service of Summons under Section 25-B(3)(a): The Statutory Text

48. The service of summons in proceedings under Section 25-B of

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the DRC Act is governed by sub-sections (2) and (3) thereof. Section 25-B(2) requires the Rent Controller to issue summons, in relation to every application of the kind referred to in sub-section (1), in the form specified in the Third Schedule of the DRC Act. Section 25-B(3)(a) then prescribes the manner in which such summons are to be served. For the sake of clarity, and because the controversy turns on its text, the relevant provisions are reproduced hereunder:

> "**(2)** The Controller shall issue summons, in relation to every application referred to in sub-section (1), in the form specified in the Third Schedule.
> **(3)(a)** The Controller shall, in addition to, and simultaneously with, the issue of summons for service on the tenant, also direct the summons to be served by registered post, acknowledgement due, addressed to the tenant or his agent empowered to accept the service at the place where the tenant or his agent actually and voluntarily resides or carries on business or personally works for gain and may, if the circumstances of the case so require, also direct the publication of the summons in a newspaper circulating in the locality in which the tenant is last known to have resided or carried on business or personally worked for gain.
> **(b)** When an acknowledgement purporting to be signed by the tenant or his agent is received by the Controller or the registered article containing the summons is received back with an endorsement purporting to have been made by a postal employee to the effect that the tenant or his agent had refused to take delivery of the registered article, the Controller may declare that there has been a valid service of summons.
> **(4)** The tenant on whom the summons is duly served (whether in the ordinary way or by registered post) in the form specified in the Third Schedule shall not contest the prayer for eviction from the premises unless he files an affidavit stating the grounds on which he seeks to contest the application for eviction and obtains leave from the Controller as hereinafter provided; and in default of his appearance in pursuance of the summons or his obtaining such leave, the statement made by the landlord in the application for eviction shall be deemed to be admitted by the tenant and the applicant shall be entitled to an order for eviction on the ground aforesaid."
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> **(Emphasis supplied)**

49. The expressions *"in addition to"* and *"simultaneously with"*, envisaged in Section 25-B(3)(a), when read in the light of the

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discussed object and intent of Section 25-B of the DRC Act, call for careful consideration. The process of service of summons under the provision involves three stages, which must be kept distinct, namely, *first,* the direction of the Controller, which sets the modes of service in motion; *secondly,* the steps taken by the landlord to give effect to that direction, such as furnishing the process fee and the requisite copies for each mode; and *thirdly,* the actual receipt of the summons by the tenant, whereby he is brought to notice of the proceedings. The text of Section 25-B(3)(a) of the DRC Act speaks only to the first of these stages. It casts a duty upon the Controller, in the mandatory language of *"shall"*, to direct service by registered post at the very time that summons are issued in the ordinary way. It does not, in terms, speak of the second or the third stage.

50. The stages of service are distinct is of material consequence. A reading which requires the expression *"in addition to"* and *"simultaneously with"* to be interpreted in a way that the tenant be served through both the prescribed modes, before the service is regarded as complete, would make the faster mode wait upon the slower, and impose upon the proceedings the very delay that Section 25-B of the DRC Act was enacted to avoid. Such a construction would, in the considered view of this Court, run counter to the object of expedition and speedy trial, which, as discussed above, is the central legislative purpose of Section 25-B of the DRC Act. A provision conceived to secure speedy adjudication ought not to be so read as to defeat it.

51. Similarly, Section 25-B of the DRC Act, as discussed herein before, is a beneficial provision, enacted for the relief of a class of landlords who seek possession on the strength of a genuine

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requirement. Section 25-B(3)(a) of the DRC Act, therefore, cannot be construed as imposing upon the landlord so strict an obligation to take steps for both modes together that, if the second is not undertaken, the landlord is visited with delay, notwithstanding that the tenant has in fact been brought to notice of the proceedings through the first. A construction which would visit the very landlord with a delay, owing to a procedural technicality, for whose benefit the procedure exists, and which achieves nothing for the tenant who has already been notified, would be contrary to the legislative intent and object of Section 25-B of the DRC Act.

52. The text of the provision, however, does not itself state the consequence where one mode of service is completed and the other is not, for whatsoever reason. Sub-section (4) of Section 25-B offers a pointer, in attaching the consequence of default to a tenant *"on whom the summons is duly served (whether in the ordinary way or by registered post)"*, and thereby itself recognises service in either mode. How that recognition is to be reconciled with the expressions *"in addition to"* and *"simultaneously with"*, envisaged in Section 25-B(3)(a) is the ultimate question, which is required to be deliberated, in order to furnish an answer to the first limb of the controversy involved at hand.

53. At this juncture, the discussion necessarily turns upon the decision of the Hon'ble Division Bench of this Court in ***Ashok Kumar*** *(supra)*.

Simultaneous Modes of Service: The Decision in Ashok Kumar v. Purshotam Lal Verma

54. In ***Ashok Kumar*** *(supra)*, the Hon'ble Division Bench of this Court was called upon to answer two questions, namely, *first,* whether

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a tenant is required to be served through both modes contemplated by Section 25-B(3)(a) of the DRC Act, or whether service through one mode suffices; and *secondly,* where service is effected through both, from which date the period of fifteen days for seeking leave to defend is to be reckoned. The relevant observations are reproduced herein under for ready reference:

> "**1.** This judgment is upon a reference of two questions by a learned single judge of this court, in her order dated 12.05.2015, in the course of a rent control Revision petition. The reference was necessitated in view of conflict of opinions discerned in judgments of this court (all delivered by learned single judges). The questions referred are:
> "*1. Whether the tenant is required to be served by both the modes as prescribed under Section 25B DRC Act or even service by one mode is sufficient service as per the requirement of the provision?*
> *2. In case the tenant is served by both the modes whether the period of15 days for filing the leave to defend has to be counted from the first service or the second service?* "
>
> *****
>
> ***Analysis and Findings***
> **10.** The special nature of Section 25B was noticed by the Supreme Court in the judgment reported as *Prithpal Singh* v. *Satpal Singh*, (2010) 2 SCC 15. The Supreme Court had to deal with a contention that provisions of the Delhi Rent Control Rules, which said that provisions of the Civil Procedure Code should generally be followed, do not apply to summary proceedings. The court held as follows:
>
> > "*22. Apart from that, as we have noted herein earlier, Section 25B itself is a special code and therefore, Rent Controller, while dealing with an application for eviction of a tenant on the ground of bona fide requirement, has to follow strictly in compliance with Section 25B of the Act. Therefore, after insertion of Section 25B of the Act, any application for granting eviction for a special kind of landlord, shall be dealt with strictly in compliance with Section 25B and question of relying on Rule 23 of the Code, which also does not give full right to apply the provisions of the Code, could be applied.*
> > *23. That apart, Rule 23 does not specifically confer any power on the Controller to follow the provisions of the Code in special classes of landlords. It is a general rule, by which the Controller in deciding any question relating to procedure not specifically provided by the Act and these*

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rules shall, as far as possible, be guided by the provisions contained in the Code.

24. In view of our discussions made hereinabove that Section 25B has been inserted by the Legislature for eviction of a tenant of a certain classes of landlords, in which the entire procedure has been given, it is difficult for us to hold that Rule 23 of the Rules can be applied in the present case in view of the specific provisions provided in Section 25B of the Rent Act. Accordingly, we are of the view that Rule 23 has no manner of application.

25. That being the position, if Rule 23 cannot be applied in the present case because of applicability of Section 25B, which is a special code and specific procedure for eviction of a tenant by a landlord on the ground of bona fide requirement, we cannot agree with the courts below that in view of Rule 23 of the Rules, the provisions of the Code can be applied in the present case and, therefore, we are of the view that the High Court had acted illegally and with material irregularity in the exercise of its jurisdiction in setting aside the order of eviction and in allowing the affidavit filed by the tenant for the purpose of defending the proceedings for eviction."

11. That the enactment prescribes two concurrent modes, is indisputable. The question is what is the effect, if both modes of service are to be undertaken simultaneously, rather than sequentially? Though there is a seeming legislative silence in that regard, in the opinion of this court, the effect and consequence is clear. The object of providing a special provision for service - in this part of the Act, is to ensure that there is speedy service of summons to the tenant; given that the procedure is special, aimed at quick disposal of the class of disputes envisioned in the chapter. The legislature thought it appropriate to ensure that two modes were simultaneously resorted to, having regard to past attempts (at service, where if the first notice of summons was not served in the ordinary way, the court would then issue summons under registered post) which inevitably lengthened proceedings due to the delay entailed. In the other *regime*, the question of one mode of service acquiring primacy over the other did not arise; if summons were served in the ordinary manner in the first instance that was deemed sufficient. However, having regard to past experience whereby if the first mode was unsuccessful, the second mode- through registered post, was resorted to, invariably entailing delay, both modes were insisted upon. This, in the court's opinion did not alter the fact that both modes were "normal" but provided for so as to ensure that if through one, service was not effected, at least it was through the other. Therefore, both modes of service are effective; if service is completed through both, the question of one acquiring primacy over the other does not arise. The legislative mandate is unequivocal : "*The Controller shall, in addition to, and*

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simultaneously with, the issue of summons for service on the tenant, also direct the summons to be served by registered post, acknowledgement due.." Furthermore, the service of summons through publication is not mandatory, but depend upon the Controller's opinion that "*if the circumstances of the case so require..*" These circumstances clearly show that the first two modes are compulsory and simultaneous. The first question therefore, has to be answered in the affirmative; both modes of service are to be resorted to simultaneously; one cannot be preferred over the other. Nor can one be made to await the other mode. Both have to be ordered together. At the same time, it does not follow that when one mode is successful and the other not so successful, service is not complete. In other words, the obligation to issue summons through two modes is mandated; however if one is completed and the other not completed, service is deemed completed in regard to the one where summons is served.

12. The next issue is what is the effective date from which the 15 day time limit starts, for a tenant seeking leave to defend the proceedings. If the true object of service of summons is that the party receiving it is informed about the institution of the case and also required to take steps to defend himself or herself, logically, time would start whenever summons are served in accordance with law. It is quite possible - even within contemplation of the Parliament - that service was to be through both modes. However, the insistence that both should be together is only to further the intent of speedy resolution of the class of cases which is provided for. It does not mean that a tenant, in receipt of summons through one mode-say registered post, has the option of waiting to see when the ordinary process service is effected. The object of informing the respondent/tenant is to ensure that he or she applies within the time prescribed the moment the first service is completed. It does not depend on if, and when the second mode is completed. Since the intention of providing for service of summons is to ensure that the party concerned is notified of the pendency of proceeding, the object is fulfilled the moment service is completed. **This is not to be confused with the controller's obligation to direct summons through both modes.** The object of providing for two modes is to speed up the process and also ensure that if one mode is unsuccessful the other mode is resorted to at the same time. Therefore, the answer to the second question is that time to apply for leave to defend begins whenever the tenant is first served the notice (regardless of the mode : i.e. ordinary or registered).

13. In view of the above discussion, the reference is answered in the following terms:

1. Both modes of service are mandated and have to be resorted to simultaneously by the Controller. **However, if service through one mode is completed or successful, that is deemed sufficient, irrespective of whether the other mode is successful or not.**

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2. In case the tenant is served by both the modes, the period of 15 days for filing the leave to defend has to be counted from the first date of service. Time, for the purpose of filing leave to defend, does not depend on the second service of summons."

(Emphasis supplied)

55. A perusal of the discussion by the Hon'ble Division Bench makes it evident that it corresponds closely to the three stages of service identified above in this discussion. As to the first stage, the Hon'ble Division Bench holds that the legislative mandate is unequivocal, and that the obligation to issue summons through two modes is mandated, so that both are to be ordered together. That obligation is, as the Hon'ble Division Bench takes care to stress, that of the Controller. The same is observed as *"This is not to be confused with the controller's obligation to direct summons through both modes."*

56. Further, as to the third stage, the Hon'ble Division bench holds that the object of service is to inform the tenant of the pendency of the proceedings, and that this *"object is fulfilled the moment service is completed"*. As to what lies between the two, namely, the consequence where one mode is completed and the other is not, the Hon'ble Division Bench holds that *"it does not follow that when one mode is successful and the other not so successful, service is not complete"*, and that *"service is deemed completed in regard to the one where summons is served"*, irrespective of whether the other is successful or not.

57. Therefore, the Hon'ble Division Bench rejected in categorical terms, each of the two constructions that this Court has found to be at odds with the legislative intent. The Hon'ble Division Bench has held that Section 25-B(3)(a) of the DRC Act does not require that the

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tenant be actually served through both modes, to the contrary, it holds that one completed service is *"deemed sufficient"*. More importantly, it has been held that Section 25-B(3)(a) does not permit the sufficiency of service, or the commencement of the statutory period, to be held hostage to the fate of the second mode of service.

58. The reasoning is anchored in the object of intimation to the tenant and expedition, and not in the reason for which the other mode remains incomplete. Whether the second mode is unsuccessful, delayed, or has yet to be effected, the tenant, who has already been brought to notice through the first, has no option of waiting for it, and the proceedings are not to be held up on that account. The construction adopted is thus faithful to the beneficial character of the provision. The landlord who has duly secured service through one mode is not made to pay, in delay, for the fate of the other.

59. This principle accords with the legislative design of Section 25-B of the DRC Act. The requirement of two concurrent modes is meant to facilitate effective and expeditious service, and not to create successive procedural hurdles once the tenant has already been duly notified. To construe the provision as requiring successful service through both modes before service can be treated as complete would frustrate the very purpose for which the modes are to be pursued simultaneously, and would convert a safeguard intended to expedite service into a source of delay. The distinction drawn in ***Ashok Kumar*** *(supra)* is, therefore, between the Controller's obligation to set both modes of service in motion and the legal consequence that follows upon successful service through one of them. The two must not be conflated.

60. A further principle that emerges from ***Ashok Kumar*** *(supra)*

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concerns the point from which time runs. The period of fifteen days for seeking leave to defend commences on the date of the first service, and the position of the second mode is immaterial to its commencement. The second mode may await process fee, may prove unsuccessful, or may be delayed or effected later. Once service through any one mode is complete, the object of the summons is achieved, *i.e.*, the tenant is made aware of the proceedings, and the tenant has no option to wait and watch for the other mode. The other mode, for the purpose of computing the statutory period, ceases to have any bearing.

Principles governing service of summons under Section 25-B(3)(a)

61. Section 25-B of the DRC Act is a special and beneficial procedure, enacted to give landlords of the specified classes a speedy remedy, and its machinery of service is a means to that end and not an end in itself. The text of sub-section (3)(a) of Section 25-B imposes a duty upon the Rent Controller to direct both modes of service of summons together. It does not require that the tenant be actually served through both, nor does it make the landlord answerable, in delay, for the fate of the second mode where the tenant has already been brought to notice through the first.

62. This reading best accords with the object of expedition and with the beneficial character of the provision, and it is this interpretation that the Division Bench in ***Ashok Kumar*** *(supra)*, whose decision binds this Court, has authoritatively adopted. Three consequences follow, which, for ease of application, may now be stated as distinct propositions, and against which the challenge of the Petitioner is to be tested. The same are distilled as under:

I. The mandate is addressed, and confined, to the Rent

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Controller: Section 25-B(3)(a) of the DRC Act casts a mandatory duty upon the Controller to direct service of summons through the ordinary process and by registered post, acknowledgement due, simultaneously. The obligation to set both modes in motion lies with the Rent Controller, and no further.

II. Service of summons through one mode deemed sufficient: The sufficiency of service does not depend upon its completion through both modes. Service effected through even one of the two prescribed modes is deemed sufficient service in law.

III. Prescribed period of limitation of 15 days runs from the first valid service: Once service has been validly effected through one of the prescribed modes, the period of fifteen days for seeking leave to defend commences from that date, and is not postponed merely because the other mode remains unsuccessful, incomplete or is effected later. The object of the summons, namely, to intimate the tenant of the initiation of proceedings, stands fulfilled, and the second mode, for the purpose of commencement of the statutory period, becomes irrelevant.

Application to the facts of the present case

63. It is against these propositions that the challenge of the Petitioner is to be tested. The Petitioner contends that he was served only through the ordinary process, that the requirement of service through both modes was not complied with by the Respondents, and that the period of fifteen days for seeking leave to defend could not, therefore, be reckoned from the date of such service. The challenge thus resolves itself into two questions: *first,* whether the Petitioner was validly served with summons through a prescribed mode on 08.12.2021; and *secondly,* if so, whether the period of fifteen days

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under Section 25-B(4) of the DRC Act commenced on that date, notwithstanding the alleged omission to serve him also by registered post. Each limb of the challenge is examined hereunder against the corresponding proposition.

The Mandate of Section 25-B(3)(a), confined to the Rent Controller, not in contention.

64. The Order dated 27.11.2021 records that the learned ARC, upon admission of the Eviction Petition, directed summons to be issued to the Petitioner in the form prescribed under the Third Schedule of the DRC Act. Nothing in the said Order confines the issuance or service of summons to the ordinary process, or excludes service by registered post, acknowledgement due. On a plain reading, the direction is general in its terms and is not limited to any one mode. There is, accordingly, no material on record to suggest that the learned ARC directed service through the ordinary process alone.

65. The said aspect is, in any event, not in dispute. It has never been the case of the Petitioner, whether before the learned ARC, in the Revision Petition, or in the Written Submissions, that the learned ARC failed to discharge the duty cast upon it by Section 25-B(3)(a) of the DRC Act. The Petitioner's grievance has been consistent that the Respondents did not take the requisite steps for service through both modes, and that he was, as a result, served only through the ordinary process. The grievance is thus aimed at the conduct of the Respondents in giving effect to the direction, and not at the direction itself or at the Order of the learned ARC. This Court has been given no occasion to examine any alleged default on the part of the learned ARC, and finds none.

66. Even if it were assumed, in the Petitioner's favour, that

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summons were dispatched only for service through the ordinary process, that would not alter the position. Such an assumption would go to the execution of the direction, that is, to the second of the three stages identified hereinabove, and not to the existence or sufficiency of the direction itself. Whatever its cause, it is a shortfall in the implementation of the direction, and the consequence that follows from it falls to be determined on the second and third propositions. It cannot, in any case, be allowed to operate to the prejudice of the landlord, for whose benefit the procedure exists, by undoing a service that has fully achieved its purpose. Accordingly, the obligation cast upon the learned ARC by Section 25-B(3)(a) of the DRC Act cannot be said to have remained undischarged, nor is it the foundation on which the Petitioner's challenge can rest.

Deemed sufficient service on the Petitioner through ordinary mode.

67. Pursuant to issuance of the said summons, the record establishes, and the Petitioner himself does not dispute, it was served upon him through the ordinary process on 08.12.2021. The contention that he ought to have been served through both modes is, in the light of the foregoing discussion, misconceived. As held in ***Ashok Kumar*** *(supra)*, and the principles distilled therefrom, service effected through even one of the prescribed modes is sufficient service in law, irrespective of the fate of the other. Service through the ordinary process, having been effected on 08.12.2021, satisfied the requirement of the statute.

68. Procedure is the handmaiden of justice, and not its mistress; it cannot be invoked to defeat the very ends it was designed to serve. Service of summons is the means by which the law brings a litigant to the door of the Court; it is not a ritual whose every repetition is a

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condition of validity. Where the summons has reached the tenant, announcing in plain terms the nature of the claim and the time within which he must respond, the purpose of service stands exhausted, and the law expects the tenant to act, not to wait. The machinery devised to serve a purpose cannot be permitted to swallow it. The law aids the vigilant, not those who slumber over their rights *i.e.*, *vigilantibus non dormientibus jura subveniunt*.

69. Therefore, the principal aim of a summons is to bring the pendency of the proceedings to the notice of the person against whom they are instituted. That object was fully achieved on 08.12.2021. To insist, in the face of a completed service, that the proceedings must nonetheless await the second mode is to take a view which sacrifices substance at the altar of form and is, in the considered opinion of this Court, a hyper-technical one.

Commencement of statutory period

70. In view of the foregoing discussion, and as a natural corollary, the period of fifteen days under Section 25-B(4) of the DRC Act commenced on 08.12.2021, the date of the first valid service, and expired on 23.12.2021. The Petitioner entered appearance through counsel only on 28.02.2022, well beyond that period, and the Application seeking Leave to Defend was filed on 29.10.2022. As soon as service through the ordinary process was effected, the second mode ceased to have any bearing upon the commencement of the statutory period, and the Petitioner had no option to wait for it. The challenge that time could not run from the date of ordinary service has been answered in categorical terms in ***Ashok Kumar*** *(supra)*, and is without merit.

71. Accordingly, the first limb of the challenge to the Impugned

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Order fails to inspire the confidence of this Court. In the considered view of this Court, the Petitioner was attempting to raise a hyper-technical objection, which in view of the foregoing discussion, is bereft of any merit. This Court shall now advert to the second limb of the challenge to the Impugned Order.

Plea of supply of incomplete copy of the Eviction Petition

72. The second limb of the Petitioner's challenge is that the copy of the Eviction Petition served along with the summons was incomplete, and that the period for seeking leave to defend could not, therefore, commence until a complete copy was obtained. This plea, unlike the objection founded on Section 25-B(3)(a) of the DRC, was raised by the Petitioner before the learned ARC, by way of the Application dated 27.04.2022, and was dealt with by the learned ARC in the Impugned Order. It falls for examination within the limited parameters of revisional scrutiny delineated hereinbefore.

73. The relevant portions of the Impugned Order read as under:

> "**8.** At the outset, it is pertinent to note that this application, although states that page no.9 and 10 of the petition were missing at the time of service, it is unsigned by the respondent and unsupported by any affidavit whatsoever. In these circumstances, there is no basis for the court to believe that the same were missing.
> **9.** Further, perusal of the record reveals that the summons were received by the respondent on 08.12.2021. As per the report of the process server, he supplied copy of the summons along-with the copy of petition. There is no reason for court to disbelieve this report, or believe that the copy was incomplete.
> **10.** It is specifically stated in the summons that they were in respect of a petition for eviction u/S 14(1)(e) of the DRC Act. Further, it is stated that the respondent was required to appear and obtain leave of the controller to contest the application for eviction within 15 days, after expiry of which the petitioner will be entitled to an order for eviction. Despite that, the respondent failed to appear/apply for leave to defend within 15 days.
> **11.** As per vakalatnama, respondent engaged his counsel only on 28.02.2022, and appeared before the court for the first time on the same date i.e. more than two months after service. The respondent

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was put to sufficient notice that he was required to seek leave of the controller within 15 days of service. It was incumbent upon the respondent to approach this court well within time such that he could comply with the mandate of 15 days. Instead, the respondent chose to sleepover the summons, and approached this court only after more than two months.

12. Even on the date fixed i.e. 28.02.2022, he did not move any application seeking the alleged missing documents. When directed by the Ld. predecessor of this court to move such an application, he filed the same after delay of another two months i.e. on 29.04.2022. No explanation for this delay was forthcoming.

13. The aforesaid conduct of the respondent neither warrants any leniency nor inspires any confidence. It seems that the summons sent by the court were not taken seriously by the respondent. The 15 days' period was treated casually and when the respondent realised that non-filing of leave to defend within the said period has opened him up to eviction proceedings, this contention was raised as an afterthought to gain further time for filing leave to defend application. To seek still more time, the application too was filed with much delay.

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15. For the aforesaid reasons, and keeping in view all facts and circumstances, application dated 27.04.2022 is dismissed. As a natural corollary, respondent was duly served on 08.12.2021.

16. Respondent did not file leave to defend application as per the provision of Section 25B(4) of the DRC Act within 15 days of service. As far as granting additional time for filing leave to defend is concerned, it is a settled position of law that the 15-day period for filing of leave to defend application is inflexible and sacrosanct, and there cannot be condonation of delay of even one day in filing of leave to defend application. Thus, there arises no question of granting any additional time to the respondent for filing the same."

74. A perusal of the Impugned Order reveals that the reasoning of the learned ARC is, in substance, fourfold. *First,* the plea rested on a bare assertion, for the Application, though it alleged that Page Nos. 9 and 10 were missing, was neither signed by the Petitioner nor supported by an affidavit. *Secondly,* the report of the process server, which the learned ARC found no reason to disbelieve, recorded that the copy of the petition was supplied along with the summons. *Thirdly,* the summons itself informed the Petitioner that it related to a

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petition for eviction under Section 14(1)(e) of the DRC Act, and that leave to contest was to be sought within fifteen days. *Fourthly,* the conduct of the Petitioner belied the plea: he engaged counsel only on 28.02.2022, more than two months after service; he moved no application even on that date; and when directed to do so, he took a further two months, without explanation. The plea was, in the view of the learned ARC, an afterthought, raised to gain time after the Petitioner realised that the period had lapsed.

75. This Court finds no infirmity in this approach. The question whether the copy served was complete was one of fact, which the learned ARC examined on the material available on record, including the report of the process server and the conduct of the Petitioner. The finding that the Petitioner had not established the incompleteness is a plausible one, drawn from the material, and is not shown to be perverse, nor founded on any error of law or any error apparent on the face of the record. It is not for this Court, in exercise of revisional jurisdiction, to re-appreciate the material and substitute its own view for that of the learned ARC.

Grounds urged for the first time in Revision

76. This Court takes note of the fact that the objection founded on non-compliance with Section 25-B(3)(a) of the DRC Act was never raised before the learned ARC. The Petitioner approached the learned ARC with a singular grievance, namely, that the copy of the Eviction Petition served upon him was incomplete. At no stage did he question the manner in which summons were issued or served, nor was the learned ARC called upon to examine whether any omission in that regard bore upon the commencement of the statutory period. The Impugned Order was, therefore, rendered on the objection actually

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pressed before the learned ARC, and not on the one now sought to be urged.

77. This is of consequence to the nature of the jurisdiction invoked. The jurisdiction of this Court under the *proviso* to Section 25-B(8) of the DRC Act is supervisory, and not appellate. It is concerned with the legality and propriety of the decision-making process of the learned ARC on the matters that were placed before it. It is not a forum for the first determination of a new objection, and certainly not of one that, as in the present case, turns upon foundational facts, such as the steps taken for issuance of summons and the course of service, which the learned ARC had no occasion to examine, and which the Respondents had no opportunity to meet. An Order cannot be assailed in revision on a ground that was never urged below, and that the learned ARC, therefore, had no occasion to decide.

78. There is a further, and equally telling, circumstance, which this Court deems it necessary to note while parting with the present matter. The ground concerning service of summons finds no articulation in the Revision Petition itself. It does not figure among more than sixty grounds of challenge enumerated in the present Petition, and has surfaced only in the course of oral arguments and in the Written Submissions handed across the Bar. A party cannot be permitted to travel beyond his pleadings in this manner.

79. The present Petition could, on either of these two grounds, have been dismissed at the threshold. This Court has, nevertheless, chosen to examine the challenge on its merits, so that the Petitioner is left in no doubt as to why it fails.

CONCLUSION:

80. On a conspectus of the foregoing discussion, the position is

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clear. The Petitioner was served with summons on 08.12.2021 through a mode sanctioned by the statute, and the object of service, namely, to bring the institution of the proceedings to his notice, was thereby fully achieved. The period of fifteen days prescribed by Section 25-B(4) of the DRC Act accordingly commenced on that date and expired without any application for leave to defend being filed. The only objection that the Petitioner actually carried to the learned ARC, namely, the alleged incompleteness of the copy of the Eviction Petition, was duly considered and rejected by a reasoned Order, which discloses no infirmity warranting interference. The alleged omission to serve the Petitioner also by registered post, even if assumed in his favour, does not, in the light of ***Ashok Kumar*** *(supra)*, displace the commencement of the statutory period.

81. This conclusion neither dilutes the mandatory nature of Section 25-B(3)(a) of the DRC Act, nor treats the knowledge of the tenant as a substitute for service in the manner prescribed by law. It proceeds on the footing that the Petitioner was, in fact and in law, duly served. The Application seeking Leave to Defend, having been filed long after the statutory period had run out, could not be entertained, and the Eviction Order was, therefore, rightly passed in terms of Section 25-B(4) of the DRC Act.

DECISION:

82. For the foregoing reasons, this Court finds no ground warranting interference with the Impugned Order in exercise of the revisional jurisdiction conferred by the *proviso* to Section 25-B(8) of the DRC Act.

83. Accordingly, the present Petition, being *sans* merit, is

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dismissed.

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

HARISH VAIDYANATHAN SHANKAR, J.

OCTOBER 27, 2026 /DJ

Signature Not Verified
Digitally Signed
By:HARVINDER KAUR
BHATIA
Signing Date:29.10.2026
17:00:14