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

+ **RC.REV. 89/2026 & CM APPL. 19024-25/2026**

KULBHUSHAN

.....Petitioner

Through: Mr. Varun Bedi, Advocate (through
vc).

versus

JAGJIT SINGH

.....Respondent

Through: Mr. Praveen Suri and Mr. Rajneesh
Verma, Advocates.

CORAM:

HON'BLE MR. JUSTICE AMIT SHARMA

ORDER

% **22.04.2026**

1. This hearing has been done through hybrid mode.
2. The present petition under Section 25B(8) of the Delhi Rent Control Act, 1958, (for short, 'DRCA') seeks the following prayers: -

"a) Allow the instant revision petition and set aside the judgment and order dated 09.12.2025 passed by the court of Smt. Alka Singh, Ld. RC ARC, (West), Tis Hazari Courts, Delhi in RC ARC 76 of 2022 titled as "Jagjit Singh Vs Kulbhushan"

b) Summon the Trial Court Record in RC ARC 76 of 2022 titled as "Jagjit Singh Vs Kulbhushan"

c) Allow the application seeking Leave to Defend by the Petitioner and Remand the matter back to the Ld. ARC for the Leave to Defend to be considered on merits.

d) Pass any other order(s) or direction(s) which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case."



3. *Vide* the impugned order dated 09.12.2025, learned ARC dismissed the application seeking leave to defend filed on behalf of the petitioner-tenant, and had allowed the eviction petition, **ARC No.76/2022**, filed on behalf of the respondent.

4. The respondent herein had filed the aforesaid eviction petition under Section 14(1)(e) of the DRCA for eviction of the petitioner from the demised premises, *i.e.*, Private Shop No.2, in premises bearing No.14/97, Tihar-I, Subhash Nagar, New Delhi. It was the case of the respondent that his son had gone to Canada and has also done graduate level course in baking and confectionary and art management from Ontaria College and respondent wants to settle him, for which he required shop bearing private Nos.2 and 3 for starting Baking and Confectionary business for his son. It was stated in the eviction petition that respondent had given shop No.4 on lump sum basis so as to meet out the education expenses of his son and therefore, require the demised premises along with other shops for his own as well as his son. It was also stated that the respondent did not have any other reasonably suitable alternative accommodation with him to meet his *bonafide* requirement.

5. Learned counsel for the petitioner has submitted that he limits his challenge in the present petition with respect to the findings of the learned ARC regarding reasonably suitable alternative accommodation available with the respondent. Attention of this Court has been drawn towards the following findings recorded by learned ARC in the impugned order in this regard, which read thus: -

“(iii). REASONABLY SUITABLE ALTERNATIVE ACCOMMODATION:



25. Now, in this regard it is the contention of the respondent that the petitioner already has more than sufficient space available with him in the suit property and he is in possession of the entire ground floor and the shops which are shown to be in possession of different tenants are in fact in his possession but again apart from the bald averments, the respondent has failed to show or establish anything concrete to believe in his averments. Further, the contention of the respondent that the petitioner has some back space available behind shop no. 2 & 3 are also of no relevance, firstly, for the fact that nothing has been placed on record regarding any such available space and secondly, the petitioner has also denied the same and after such denial also, the respondent did not place on record anything to solidify his averment in this regard. During the course of arguments Ld. Counsel for the respondent has also referred to his application for placing on record additional document i.e. certain photographs which was allowed and it was submitted that as per said photographs it can be seen that shop no. 4 is with some Mr. Prince Gujral and not with Balbir Kaur as is the case of the petitioner. To which it was replied by the counsel for the petitioner that since the petitioner has already mortgaged the said shop no. 4, it is for the mortgagor to use it as per her wishes and the petitioner has no say in that matter till the mortgage is in effect. Thus, while the respondent also sought to place on record the alleged rent agreement for shop no. 4 between the petitioner and said Prince Gujral, no such document was ever produced and thus, this averment of the respondent also became insignificant.”

6. Learned counsel for the petitioner draws attention of this Court to the Mortgage Agreement dated 07.04.2021 entered into between respondent and one Ms. Balbir Kaur in respect of property (Shop Pvt. No.4, Size 8’x 15’ on Ground Floor, Built in Property No.14/97, situated at Subhash Nagar, New Delhi-110027), and in particular the following recital in the said agreement: -

“10. That the second party shall not sublet or part with possession of said property to the other person without the written consent of the said first party or he/she/they will join any other partner with him/her/them.”



7. It is submitted that in view of the aforesaid fact, the said premises could not have been sublet by the mortgagor-respondent to any other person.

8. Learned counsel for the respondent/landlord, who appears on an advance notice, submits that the requirement of the latter as per the eviction petition was with respect to three shops as noted in the eviction petition. Relevant averments made in the eviction petition filed by the respondent/landlord read as under: -

“18. (a) The ground on which the eviction of the tenant is sought.

ii. The petitioner is having private shop no. 1 him, where he is doing business of Real Estate and also advising the procedure for taking loans in respect of Purchase & Sale of properties in the name & style of M/s Om Sai Ram Properties and Finance Advisor. The dimension of the shop in the possession of the petitioner is 8.8' x 7.6' as shown in Blue Colour in Site plan annexed and the adjacent two private shop bearing nos. 2 & 3 which are tenanted and is in possession of Shri Satish Wasan (Where the tenant is doing business of Plastic Dana) Shri Satish Wasan has closed the Pvt. shop No.3 as none is visiting there for last 8 months. Even the electricity has been disconnected. The private shop no.2 is with the respondent who is doing business of Tailoring & Embroidery. The private shop no.4 is with Ms. Balbir Kaur who has taken the shop measuring 8' x 15' on 7th April, 2021 and gave Rs.8.00 Lacs as a lump- sum payment and the said amount is with the petitioner from 13.04.2021 to 12.04.2024 and at the time of handing over the possession of property back by Smt. Balbir Kaur, the said amount is to be repaid to Smt. Balbir Kaur. Smt. Balbir Kaur is carrying on business in the name & style of K.S. Air Conditioners as shown in Green Colour in site plan annexed. The shop bearing private no. 2 & 3 is required to do business carrying out by the petitioner in systematic & proper manner. As Pvt. Shop No.1 which is in the possession of the petitioner, he is not able to do it properly & in profitable manner. From shop No. 1, the petitioner will deal with the clients relating to Lease of the Property. The shop bearing



private No.2 with respondent will be used by him for dealing with the clients coming for Sale & Purchase of properties. The shop bearing private no.3 with Sh. Satish Wason will be used by the petitioner in respect of giving Financial Advise to the persons for arranging loans etc. for purchase of property and for that purpose, the petitioner will have to get assistance with certain other persons and petitioner is having pvt. Shop no. 1 which is not so big, therefore he cannot carry out the business properly and he is suffering loss due to this. Even otherwise, the clients who come for taking the property on lease also get to sit with the person coming for purchase & sale of property & to avail the loans. Even for this reason, the petitioner requires both these shops No. 2 & 3. It shall be pertinent to point here that son of the petitioner has gone to Canada and he has also done certain Graduate Level Course in Baking & Confectionery and Art Management in College in December, 2021 and hence the petitioner wants to settle him here. therefore, he requires shop bearing private no. 2 & 3 for starting Baking & Confectionery Business for his son, Shri Hardik Gadiri. The petitioner, due to the studies taking by his son, outside India i.e. in Canada has to arrange money. For this purpose, he gave shop No.4 on Lump Sum basis so as to meet out the education expenses for his son. The petitioner requires these shops bonafidely for his own use and dependent family members i.e. his son. The petitioner does not have reasonable Suitable accommodation with him for bonafide requirement for himself and his family members i e. his son. The family of the petitioner consists of himself, his wife Smt. Sarabjeet Kaur, his daughter Smt. Prableen Kaur and his son, Hardik Gadiri.”

9. It is further submitted that in the eviction petition itself the respondent’s requirement was with respect to four shops, i.e., two for himself and two for son, and even if the shop under mortgage is included then also, the respondent’s *bonafide* was not satisfied.

10. Heard learned counsels for the parties and perused the records.

11. This Court is of the considered opinion that the aforesaid mortgage agreement is between the respondent and the said mortgagee-Smt. Balbir Kaur, and if there is any violation of the clauses/covenants of the said



agreement, then, same could be the subject matter of proceedings, if any, initiated by the respondent *qua* the said property. So far as the present petitioner's application seeking leave to defend in the present case is concerned, the aforesaid clause in mortgage agreement cannot be made a triable issue so far as the subject premises are concerned which have been rented out to the petitioner by the respondent. What is relevant is the fact that the said shop, subject matter of mortgage agreement, is not in possession of the respondent/landlord.

12. The powers of this Court under Section 25-B(8) of the Act are not as wide as those of Appellate Court, and in case, it is found that the impugned orders are according to law and do not suffer from any jurisdictional error, this Court must refrain from interfering with the same. The power under this provision is limited and supervisory in nature. Only when, it is evident that the Rent Controller has committed grave illegality or came to a conclusion which was not possible, based on the material produced, should this Court interfere in the order passed by the Rent Controller. In **Sarla Ahuja v. United India Insurance Co. Ltd., (1998) 8 SCC 119: AIR 1999 SC 100**, the Hon'ble Supreme Court had observed and held as under: -

“8. The satisfaction of the High Court when perusing the records of the case must be confined to the limited sphere that the order of the Rent Controller is “according to the law.” In other words, the High Court shall scrutinize the records to ascertain whether any illegality has been committed by the Rent Controller in passing the order under Section 25B. It is not permissible for the High Court in that exercise to come to a different fact finding unless the finding arrived at by the Rent Controller on the facts is so unreasonable that no Rent Controller should have reached such a finding on the materials available.”



13. The Hon'ble Supreme Court in **Abid-Ul-Islam v. Inder Sain Dua**, (2022) 6 SCC 30, with respect to scope of revision under DRCA, had observed and held as under: -

“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 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.”

14. The jurisdiction of the present petition is confined to examining whether the impugned order suffers from any error apparent on the face of the record. The Revisional Court cannot reappraise evidence or substitute its own view, unless the impugned order is shown to be arbitrary, perverse, or



vitiated by material impropriety. In the absence of such infirmities, there remains narrow scope for interference with the impugned order.

15. In view of the aforesaid facts and circumstances of the present case, no interference with the impugned order dated 09.12.2025 passed by learned ARC, West District, Tis Hazari Courts, Delhi, is called for, and the same is, accordingly, upheld.

16. The present petition is dismissed and disposed of.

17. Pending applications, if any, also stand disposed of accordingly.

18. Order be uploaded on the website of this Court, *forthwith*.

AMIT SHARMA, J

APRIL 22, 2026/bsr/ns