



2026:DHC:1418



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

Reserved on: January 30, 2026
Pronounced on: February 18, 2026

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+ **RC. REV. 219/2023**

AMIR KHAN & ORS.

...Petitioners

Through: Mr. Ameit Andlay, Mr. Arun K. Sharma, Mohd. Anis Ul Rehman and Ms. Jhuma Bose, Advocates

Versus

AZIZ UR REHMAN

...Respondent

Through: None.

+ **RC. REV. 220/2023**

SAJID KHAN & ORS.

...Petitioners

Through: Mr. Ameit Andlay, Mr. Arun K. Sharma, Mohd. Anis Ul Rehman and Ms. Jhuma Bose, Advocates

Versus

INAM-UL-HAQ (DECEASED) THR LRS

...Respondent

Through: Mr. Partap Singh, Advocate

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T

1. The petitioners/ landlords¹ are all family members who filed two Eviction Petitions, E. Nos.288/2013 and 289/2013 under *Section 14(1)(e)* of the Delhi Rent Control Act, 1958² seeking vacation of the First and Second

¹ Hereinafter '*landlords*'

² Hereinafter '*the Act*'



Floors of property bearing No.1763-1764, Hauz Sui Walan, Chandni Mahal, Delhi-110 006³ on the ground of paucity of residential accommodation for their family, since landlord no.1 in RC. REV.219/2023/ Mr. Amir Khan had a family of *six people* residing in a tin-shed in the house of his mother/ landlady no.2 and landlord no.1 in RC. REV.220/2023/ Mr. Sajid Khan had a family of *four people* residing in a rented single room, which were insufficient for the needs of their growing children. The landlords also averred that they had no alternative accommodation for their *bona fide* residential requirements.

2. Upon service, the respondent/ tenant⁴ in both the eviction petitions filed applications under *Section 25B* of the Act seeking leave to defend primarily disputing the title of the landlords and stating that the subject premises were purchased by the tenant/ Mr. Inam-Ul-Haq (since deceased) from Mr. Adbul Rasheed s/o Mr. Abdul Wahid Khan (grandfather of the landlords herein) *vide* General Power of Attorney, Agreement to Sell for a consideration of Rs.2,00,000/- and Will, all dated 03.07.1996. After the said purchase, late Mr. Inam-Ul-Haq had been paying the House Tax, Electricity Bills, etc. *qua* the subject premises, and subsequently upon his demise, the tenant/ Mr. Aziz-Ur-Rehman s/o late Mr. Inam-Ul-Haq had become the lawful owner thereof. The tenant also denied having ever tendered any rent to the landlords and submitted that the Eviction Petitions were not maintainable.

³ Hereinafter '*subject premises*'

⁴ Hereinafter '*tenant*'



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3. The landlords, in their replies thereto, denied the assertions made by the tenant and submitted that since immovable property could only be transferred through a registered Deed, and the General Power of Attorney and Agreement to Sell filed by the tenant were unregistered, the same did not create any title in his favour. The landlords further reiterated their reliance upon the Sale Deed dated 24.10.1958, Death Certificate of Mr. Abdul Wahid Khan dated 17.01.1984, Death Certificate of Mr. Abdul Sattar dated 22.04.1996, Partition Deed dated 01.04.1999, whereby the subject premises had fallen to their share, rent receipts issued by the landlords to the tenant thereafter and one Rent Agreement dated 07.10.2013 in their favor.

4. After hearing both sides, learned Rent Controller, Tis Hazari Courts, Delhi⁵ passed the orders dated 26.02.2019⁶ allowing both the Eviction Petitions for identical reasons and holding that since the only contention taken by the tenant was *qua* the title of the landlords, which the landlords were not required to show absolutely, as they were only to show a better title than that of the tenant, no triable issues was raised by the tenant. The learned predecessor also observed therein that the tenant had admitted being inducted into the subject premises as a tenant(s) in the year 1987, coupled with the documents produced by the landlords being Sale Deed dated 24.10.1958, Partition Deed dated 01.04.1999 and the rent receipts issued by the landlords to the tenant, and found that the landlords had indeed established a better title

⁵ Hereinafter '*predecessor*'

⁶ Hereinafter '*earlier orders*'



in their favor than the General Power of Attorney, Agreement to Sell and Will, all dated 03.07.1996, produced by the tenant.

5. Pursuant thereto, the tenant(s) filed two Review Petitions, Misc. RC ARC Nos.190/2019 and 191/2019 under *Section 25B(9)* of the Act against the earlier orders on the ground that the Agreement to Sell dated 03.07.1996 executed by Mr. Adbul Rasheed in favor of the tenant(s) had altered the relationship between the parties from that of *landlord-tenant* to *vendor-vendee*, and hence, induction of the tenant(s) into the subject premises as a tenant could not come in the way of the tenant(s) raising an issue *qua* the title of the subject premises, particularly relying upon the decision of the Hon'ble Supreme Court in ***R. Kanthimathi & Ors. vs. Mrs. Beatrice Xavier***⁷. Further, that the rent receipts relied upon by the landlords were false and bogus, and the Partition Deed dated 01.04.1999 produced by the landlords was unregistered, and hence could not support the title of the landlords.

6. The landlords filed their replies stating that no fresh grounds had been urged by the tenant in the Review Petitions, and as such, since there was no patent error of law in the earlier orders, by merely reiterating the same pleas taken before, that too in summary proceedings under *Chapter III-A* of the Act, the tenant could not seek any review of the earlier orders.

7. Adjudicating the aforesaid Review Petitions, the learned RC passed the orders dated 20.09.2022⁸ setting aside the earlier orders passed by the learned predecessor, and holding that the tenant(s) had been successful in raising

⁷ (2000) 9 SCC 339

⁸ Hereinafter '*impugned orders*'



triable issues *qua* the aspect of *landlord-tenant relationship* between the parties only.

8. As such, the tenant was granted leave to defend by the impugned orders dated 20.09.2022 passed by the learned RC. Aggrieved by the impugned order dated 20.09.2022, the landlords have filed the present petitions before this Court seeking setting aside of the said impugned orders.

9. Before this Court, it is primarily the case of the landlords that the impugned orders are contrary to *Section 25B(9)* of the Act, as well as *Order XLVII* of the Code of Civil Procedure, 1908⁹ since there was neither any new material which could not have been produced earlier in the Review Petitions filed by the tenant, nor was there any patent error apparent on the face of the record. As such, the earlier orders ought not to have been interfered with by the learned RC in review. The tenant(s), in the Review Petitions had, in fact, merely reagitated the pleas taken before the learned predecessor, and the learned RC has arrived at another possible view by reappreciating the very same material on record. As per the Hon'ble Supreme Court in *Yashwant Sinha & Ors. vs. Central Bureau of Investigation*¹⁰ and *Inderchand Jain (Dead) thr. LRs vs. Motilal (Dead) thr. LRs*¹¹, this was impermissible while exercising powers of review.

10. Learned counsel for the landlords further submitted that even though the learned RC while passing the impugned orders categorically held that *R. Kanthimathi & Ors. (supra)* relied on by the tenant(s) to seek review had no

⁹ Hereinafter '*CPC*'

¹⁰ (2020) 2 SCC 338

¹¹ (2009) 14 SCC 663



applicability to the facts at hand whereas it has been held that the tenant was able to raise triable issues, despite non-production of any cogent or valid documents conveying the title of the subject premises in favor of the tenant. The learned counsel submitted that the learned RC further went onto hold that reliance by the learned predecessor while passing the earlier orders upon the decisions of the Hon'ble Supreme Court in *D. Satya Narayana vs. P. Jagdish*¹² as well as *State of A. P. & Ors. vs. D. Raghukul Prasad (Dead) by LRs & Ors.*¹³, was misplaced, without providing any reasons thereto.

11. Learned counsel hence submitted that the impugned orders, being illegal, are liable to be set aside, and the earlier orders are liable to be restored.

12. *Per contra*, it is the case of the tenant(s) that since they were, admittedly, inducted into the subject premises, not by the landlords but by Mr. Abdul Rasheed in the year 1987, who subsequently executed the General Power of Attorney, Agreement to Sell and Will, all dated 03.07.1996, and as per the own case of the landlords, the subject premises had only fallen into their share *vide* the Partition Deed in the year 1999, it was rightly held by the learned RC in the impugned orders that triable issues requiring adjudication *qua landlord-tenant relationship* were raised by the tenant.

13. Learned counsel for the tenant(s) were heard at considerable length by this Court on 17.10.2025, 10.12.2025 and 20.12.2025 before the matter was eventually reserved on 30.01.2026. In all such occasions, learned counsel

¹² 1987 (4) SCC 424

¹³ (2012) 8 SCC 584



submitted that since reliance upon *D. Satya Narayana (supra)* as well as *State of A. P. & Ors. (supra)* by the learned processor was misplaced, and a doubt was raised by the tenant(s) as to the title of the landlords, the earlier orders were misconceived and the learned RC had sufficient reasons to exercise the powers of review as per *Order XLVII* of the CPC and *Section 25B(9)* of the Act.

14. Learned counsel for the tenant(s) in RC REV.219/2023 had further relied upon *BCCI & Anr. vs. Netaji Cricket Club & Ors.*¹⁴ and *Yashwant Sinha & Ors. (supra)* to submit that since there was misconception of law in the earlier orders, the same were rightly set aside. As such, learned counsel submitted that the present petitions are liable to be dismissed.

15. This Court has heard the learned counsels for the parties, as also perused the documents and pleadings on record as well as the judgments cited at bar.

16. At the outset, since the impugned orders have been passed by the learned RC while exercising powers of review, this Court finds it pertinent to advert to the relevant governing law thereof.

17. It is beyond dispute that the powers of review under *Section 25B(9)*¹⁵ of the Act are akin to *Order XLVII rule 1*¹⁶ of the CPC. The same are narrow

¹⁴ (2005) 4 SCC 741

¹⁵(9) Where no application has been made to the High Court on revision, the Controller may exercise the powers of review in accordance with the provisions of *Order XLVII* of the First Schedule to the Code of Civil Procedure, 1908 (5 of 1908).

¹⁶ Application for review of judgment-

(1) Any person considering himself aggrieved—
(a) by a decree or order from which an appeal is allowed, but from which no appeal has been preferred,



and circumspect in nature, exercised only when glaring omissions/ errors have crept into an order, which may/ will result in a grave miscarriage of justice. The parameters of a review are different. It is, thus, impermissible for anyone like the tenant(s) to, under the garb of review, either seek a fresh adjudication of the same pleas that have already been dealt with or raise new/ fresh pleas not existing before, in the form of an appeal, especially when the earlier orders were delivered by a predecessor Bench, and that too simply because a different view is *possible* upon rehearing the parties on the same issues already urged. Re-appreciation of the material on record is beyond the purview of review. In fact, the principles of review have been culled out by the Hon'ble Supreme Court in ***Kamlesh Verma vs. Mayawati***¹⁷, which was followed in ***Yashwant Sinha & Ors. (supra)*** relied on by both the sides, as under:

“20.1. When the review will be maintainable:

- (i) Discovery of new and important matter or evidence which, after the exercise of due diligence, was not within knowledge of the petitioner or could not be produced by him;*
- (ii) Mistake or error apparent on the face of the record;*
- (iii) Any other sufficient reason.*

(b) by a decree or order from which no appeal is allowed, or
(c) by a decision on a reference from a Court of Small Causes,
and who, from the discovery of new and important matter or evidence which, after the exercise of due diligence was not within his knowledge or could not be produced by him at the time when the decree was passed or order made, or on account of some mistake or error apparent on the face of the record or for any other sufficient reason, desires to obtain a review of the decree passed or order made against him, may apply for a review of judgment to the Court which passed the decree or made the order.

¹⁷ (2013) 8 SCC 320



The words “any other sufficient reason” have been interpreted in Chhajju Ram v. Neki and approved by this Court in Moran Mar Basselios Catholicos v. Mar Poulouse Athanasius to mean “a reason sufficient on the on grounds at least analogous to those specified in the rule” (... ..).

20.2. *When the review will not be maintainable:*

- (i) A repetition of old and overruled argument is not enough to reopen concluded adjudications.
- (ii) Minor mistakes of inconsequential import.
- (iii) Review proceedings cannot be equated with the original hearing of the case.
- (iv) Review is not maintainable unless the material error, manifest on the face of the order, undermines its soundness or results in miscarriage of justice.
- (v) A review is by no means an appeal in disguise whereby an erroneous decision is reheard and corrected but lies only for patent error.
- (vi) The mere possibility of two views on the subject cannot be a ground for review.
- (vii) The error apparent on the face of the record should not be an error which has to be fished out and searched.
- (viii) The appreciation of evidence on record is fully within the domain of the appellate court, it cannot be permitted to be advanced in the review petition.
- (ix) Review is not maintainable when the same relief sought at the time of arguing the main matter had been negated.”

[Emphasis Supplied]

18. Therefore, in view of the aforesaid and the settled cardinal principle of review, in the previous circumstances, the tenant(s) could not have been



allowed to bring on record and/ or agitate new material(s) never before the learned predecessor at the time of passing of the impugned order. Regarding any patent error(s) apparent on the face of the earlier orders, a perusal of the earlier orders reveal that the learned predecessor herein had already applied his mind on the Agreement to Sell dated 03.07.1996 and rendered a finding that it did not convey any rights in favor of the tenant *qua* the subject premises, being immovable property, and was hence insufficient to raise any triable issues *qua* the *landlord-tenant relationship*. Therefore, reappreciation thereof once again, and that too under review, to arrive at a fresh conclusion by the learned RC while passing the impugned orders was undoubtedly in excess of the powers as elucidated above. There was no occasion for the learned RC to have ventured into considering the very same Agreement to Sell dated 03.07.1996 and hold that though it was not registered, it was open to the tenant to take further steps to execute the same and register the subject premises under his name, and hence the *landlord-tenant relationship* between the parties had been altered, gave another plausible view different from the learned predecessor. The learned RC was at the end of the day sitting in a rent jurisdiction, which is far different from a civil jurisdiction.

19. In fact, not stopping there, the learned RC, on the aspect of estoppel under *Section 116* of the Indian Evidence Act, 1872, surrender of tenancy, as well as reliance upon *D. Satya Narayana (supra)* and *State of A. P. & Ors. (supra)* by the learned predecessor, went onto to hold as under:

“34. As far as the question w.r.t. the plea of ownership and surrender of tenancy is concerned, though it is correct that the



respondent/applicant has not disclosed anything about the same in his affidavit for leave to defend, however, during arguments it was argued by the learned counsel that the agreement to sell relied upon by the applicant do contains a mentioning of a payment of Rs.2,00,000/- and delivery of possession of the property in question to the purchaser i.e. the late father of the applicant and the same per se suggest that there was an implied surrender of the tenancy. Though the Court is not in complete agreement and is also not convinced with the said argument, however, is also of the view that the non-acceptance of the plea of ownership as a valid triable issue without affording the opportunity to the applicant/tenant to prove that there was any such agreement to sell actually executed between Sh. Abdul Rashid Khan and Sh. Inam-ul-Haq and there was a valid surrender, merely because the said fact was not pleaded in the affidavit, the rejection of the leave to defend application, relying upon the principle of estoppel u/s 116 of Indian Evidence Act and further reiterated in the case of D. Satyanarayan Vs. P. Jagdish, (1987) 4 SCC 424 and State of Andhra Pradesh & Ors. Vs. D. Raghukul Pershad (Dead) by LRs & Ors., (2012) 8 SCC 584, is a patent error and the defect on face of the record.'

[Emphasis Supplied]

20. This again was not within the scope of the learned RC, who was not sitting as a court of appeal but in review jurisdiction. The learned RC was not holding an appellate jurisdiction and thus was not entitled to come/ give a different view/ finding from the earlier one merely because it was a plausible one. The learned RC went onto adjudicate both review petitions as if they were simplicitor appeal(s).

21. Moreover, the learned RC has simply rejected reliance placed upon *D. Satya Narayana (supra)* as well as *State of A. P. & Ors. (supra)* by the



learned predecessor without giving any reasons thereto. Interestingly, though the learned RC has also rejected the argument urged by the tenant on the basis of **R. Kanthimathi & Anr. (supra)**, and held that a patent error has been committed.

22. It was/ is also not for the learned RC to go into the issue of title, when the Hon'ble Supreme Court in **Smt. Shanti Sharma vs. Smt. Ved Prabha**¹⁸, has clearly held that a landlord seeking eviction does not need to establish an absolute title over the subject premises, but only show that s/he is in a better position than the tenant. Further, in this case when induction as a tenant was admitted, there was/ is estoppel against such a licensee from challenging or raising the issue of imperfect title, as reiterated in **Ramesh Chand vs. Uganti Devi**¹⁹.

23. It is, thus, apparent that the learned RC has traversed beyond the realm of review and acted as an appellate Court.

24. Although this Court is aware that the powers of this Court in revision jurisdiction are circumspect, however, as held in **Hindustan Petroleum Corporation Limited v. Dilbahar Singh**²⁰, in cases like the present one where the orders passed are not in accordance with law, and interference is warranted so as to avoid miscarriage of justice, setting aside of the impugned orders is warranted.

25. Accordingly, the present petitions are allowed and the impugned orders dated 20.09.2022 passed by the learned RC are set aside.

¹⁸ 1987 SCC (4) 193

¹⁹ 2009 (157) DLT 450

²⁰ (2014) 9 SCC 78



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26. Consequently, the earlier orders dated 26.02.2019 passed by the learned predecessor ordering eviction in favour of the landlords and against the tenant *qua* the subject premises being the First and Second Floors of property bearing No.1763-1764, Hauz Sui Walan, Chandni Mahal, Delhi-110 006 are sustained to its original position.

27. In view of *Section 14(7)* of the Act, the tenant shall be liable to vacate the subject premises and handover peaceful and physical possession thereof to the landlords within a period of *six months* from the date of the present judgement.

28. The petition, along with pending application, is disposed of in the aforesaid terms.

SAURABH BANERJEE, J

FEBRUARY 18, 2026/Ab/RS