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

Date of decision: 27.10.2026

\# **CNR No. DLHC013431642017**

\+ RC.REV. 374/2017, CM APPL. 29585/2017 (Stay), CM APPL. 35879/2019 (Dir.), CM APPL. 6060/2020 (For release of the amount deposited by the respondent), CM APPL. 42167/2022 (Dir.), CM APPL. 19042/2023 (Dir.) & CM APPL. 20406/2026 (Dir.)

JAI PRAKASH JAIN & ORS .....Petitioners

Through: Mr. Dhananjai Jain, Ms. Omita Unnarkar, Mr. Bhoop Singh and Mr. Anurag Mishra, Advocates.

versus

AJAY SHARMA .....Respondent

Through: Mr. Kamran Malik and Mr. Uma Shankar, Advocates for Respondent.
Mr. Manish Kumar Sharma, Mr. Vatsal Sharma and Ms. Kritika Gupta, Advocates for Applicants.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

% **JUDGEMENT (Oral)**

1. The present Petition has been filed under Section 25-B(8) of the **Delhi Rent Control Act, 1958**[1], assailing the **Order dated**

[1] DRC Act

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22.02.2017[2] passed by the **learned Pilot Court, Central District, Tis Hazari Courts, Delhi**[3], in **Eviction Petition No. 46/2017**[4], whereby the Eviction Petition filed by the Respondent herein was allowed and the Petitioners herein were directed to vacate **one shop situated on the ground floor of property bearing Municipal No. 2106, Chah Indara, Dr. H.C. Sen Road, Chandni Chowk, Delhi-110006**[5].

2. The present Petition also seeks to impugn the **Order dated 01.08.2017**[6] passed in **Review Petition No. M-03/2017**[7], whereby the review sought of the Impugned Order was rejected.

3. Learned counsel appearing on behalf of the Petitioners confines his submissions to the contention that the Respondent is not the owner of the subject property. He submits that the Respondent has taken shifting stands in different proceedings, claiming ownership of the property in certain proceedings while asserting that he is a tenant in others. In this regard, he relies upon proceedings between the Respondent and certain persons claiming to be co-owners of the subject property.

4. Learned counsel for the Petitioners submits that, in the aforesaid proceedings, the Respondent himself claimed to be a tenant in the subject property, which, according to him, contradicts his assertion of ownership in the present proceedings. He further submits that the Petitioners had specifically raised the issue of the Respondent's ownership in their application for leave to defend, but the same was

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[2] Impugned Order
[3] learned ARC
[4] Eviction Petition
[5] subject property
[6] Review Order
[7] Review Petition

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not considered by the learned ARC.

5. Learned counsel further submits that the Petitioners had also brought the aforesaid discrepancy in the Respondent's stand to the notice of the learned ARC by way of a Review Petition, specifically contending that the Respondent had himself claimed to be a tenant in the subject property and, therefore, could not assert ownership thereof in the present proceedings. However, according to learned counsel, this aspect was not considered by the learned ARC while passing the Review Order.

6. Learned counsel for the Petitioners further submits that the ground of availability of alternative suitable accommodation, as raised in the application for leave to defend, was also not appropriately considered by the learned ARC.

7. He, therefore, submits that the Impugned Order and the Review Order warrant interference on the aforesaid grounds.

8. No other submissions were advanced on behalf of the Petitioners.

9. ***Per contra***, learned counsel appearing on behalf of the Respondent submits that the learned ARC has duly considered the grounds raised by the Petitioners in their application for leave to defend and that the Impugned Order and the Review Order do not suffer from any infirmity warranting interference.

10. Learned counsel submits that the contentions now advanced on behalf of the Petitioners are merely a reiteration of the grounds already raised before the learned ARC and do not disclose any ground warranting the exercise of revisional jurisdiction by this Court.

11. On the question of ownership, learned counsel submits that the

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Respondent was not required to establish absolute ownership over the subject premises. He submits that the Petitioners have themselves been paying rent to the Respondent, and the Respondent has also placed the rent receipts on record in support of the landlord-tenant relationship between the parties.

12. Learned counsel, therefore, submits that the Petitioners cannot be permitted to dispute the Respondent's entitlement to maintain the Eviction Petition, particularly when the rent was paid to the Respondent and the corresponding rent receipts were relied upon before the learned ARC.

13. He further submits that, in view of the limited scope of revisional jurisdiction under Section 25-B(8) of the DRC Act, no case for interference with the Impugned Order and the Review Order is made out.

CM APPL. 50121/2018 (U/O 1 Rule 10)

14. The present Application has been filed under Order I Rule 10 read with Section 151 of the Code of Civil Procedure, 1908, seeking impleadment of the Applicants as Respondent Nos. 2 and 3 in the present proceedings. The Applicants claim to be co-owners of the subject property and contend that impleadment is necessary to protect their interests in the property, particularly in view of their apprehension that the Respondent may sell or otherwise deal with the subject property.

15. It is, however, candidly stated by the learned counsel for the Applicants that an order of restraint is presently operating against Respondent No. 1 in respect of dealing with the subject property.

16. It is pointed out that, *vide* Order dated 04.12.2018, passed in

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RFA No. 777/2018, pending before a Coordinate Bench of this Court, the issue concerning the Applicants' apprehension in relation to the subject property already stands addressed.

17. In view of the aforesaid, this Court is of the opinion that, since the concerns expressed by the Applicants stand appropriately addressed in the proceedings pending in RFA No. 777/2018, no further purpose would be served by impleading them in the present Petition.

18. Accordingly, the present Application, CM APPL. 50121/2018, stands disposed of.

19. It is, however, clarified that, in the event the Applicants succeed in establishing their claim of co-ownership, they shall be at liberty to avail such remedies as may be permissible in law for asserting their entitlement to their respective shares in the rental receipts from the subject property.

20. This Court has heard learned counsel appearing on behalf of the parties, and with their able assistance, perused the material on record, including the Impugned Order and the Review Order.

21. Before proceeding to examine the grounds of challenge urged on behalf of the Petitioners, it would be apposite to advert to the scope and ambit of the revisional jurisdiction vested in this Court under the *proviso* to Section 25-B(8) of the DRC Act.

22. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in ***Sarla Ahuja v. United India Insurance Co. Ltd.***[8], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar***

[8] (1998) 8 SCC 119

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Singh[9], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[10], has consistently held that the jurisdiction exercised by the High 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.

23. 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.***[11], and ***Sanjeev Hiranandani v. Sunny Grover***[12].

24. 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 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

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

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> 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."

25. In ***Pankaj Pahwa*** (supra), a Coordinate Bench of this Court, 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.

26. 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 Judgment 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 error apparent on the face of the record, exercise of revisional

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jurisdiction may be warranted.

27. It is within the aforesaid limited parameters of revisional scrutiny that the grounds urged by the learned counsel on behalf of the Petitioners against the Impugned Order and the Review Order are required to be examined.

28. At the outset, it would be apposite to extract the relevant portions of the Impugned Order, wherein the learned ARC dealt with the objections raised by the Petitioners concerning the ownership of the subject premises and the availability of alternative suitable accommodation. The relevant findings are reproduced hereinbelow:

> ***"Ownership as well as existence of landlord-tenant relationship:-***
> 10. The respondents have disputed the ownership of the petitioner over the premises in question by stating that the petitioner is only a rent collector and hence, does not have any right, title and interest over the premises in question. Per contra, the petitioner has filed on record the rent receipts wherein, the name of the petitioner is stated to be that of owner and the name of the respondent is stated to be that of tenant. These rent receipt are duly signed by the respondent as a tenant and hence, the respondent being a tenant, is estopped u/s 116 of the Indian Evidence Act, from disputing the ownership of the petitioner over the premises in question. Further, in case law; **Rajender Kumar Sharma & Ors. Vs. Leela Wati & others, 155 (2008) DLT 383**, "it was laid down that a landlord is not required to prove absolute ownership as required under Transfer of Property Act and he is required to show only that he is more than a tenant". Thus, in view of the above cited judgment, the ownership of the petitioner over the premises in question as well as existence of landlord-tenant relationship between the petitioner and the respondents stands duly proved.
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> ***Availability of alternative suitable accommodation:-***
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> 12. It is averred by the respondents that the petitioner has in his occupation several other shops on the ground, first, second and third floor of the premises in question, totalling to 28 in number which can be used by the petitioner for the alleged bonafide requirement. Per contra. It is submitted by the petitioner that the first floor portion and second floor portion v/ere already sold off by

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the petitioner for the purchase of his residential house where the petitioner is presently residing along with his family members. Further, any of the shops on the first floor, second or third floor cannot be termed as an alternative suitable accommodation available with the petitioner for opening a showroom as compared to a big shop on the ground floor which would definitely attract much more customers in comparison of any other shop on any other floor.

13. It is also averred by the respondent that the petitioner has in his occupation shop no. 1 on the ground floor, which can be used by him for bonafide requirement. Perusal of the site plan filed by the petitioner shows that the measurement of shop no. 1 which is in possession of the petitioner is 13'4"X 4'7", whereas, the measurement of the shop in occupation of the respondent is 13'8" X 47'0" and thus, the measurement of shop no. 1 is only 1/4th of the shop under occupation of the respondent. Thus, shop no. l which is l/4th in size as compared to the shop in occupation of the respondent cannot be termed as an alternative suitable accommodation as compared to a large shop measuring 13'8' x 47'0" in occupation of the respondent which would be ideal for the petitioner and his sons to open their showroom of electrical equipment. By any stretch of imagination, a small shop measuring 13'4" x 4'7" cannot be termed as an alternative suitable accommodation in comparison to a large shop in occupation of the respondent.

14. Further, all other shops on the ground floor of the premises in question are admitted by the respondents to be under tenancy of different tenants and therefore, the respondents being the tenants, cannot dictate terms upon the petitioner/landlord as to which shop the petitioner should use for the alleged bonafide requirement, it is also averred by the respondent that the petitioner had recently purchased a shop bearing no. 46, Bapu Market, H.C. Sen Marg. Delhi. However, no document or photograph to substantiate the same has been filed by the respondent. The petitioner has specifically denied to have purchased or to be in possession of any such shop and thus, this averment of the respondent is also a bald averment without 'any substance. Further, the shop in occupation of the respondents is a large shop situated on the ground floor which would be ideal for opening a showroom of electrical equipment in comparison to shop no. 1 on the ground floor which is in possession of the petitioner or any other shop on upper floors of the property in question. Thus, being an ideally located shop and not ideal size, the shop under the occupation of the respondent is most suitable accommodation available with the petitioner for starting business of electrical equipment."

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29. The Petitioners thereafter preferred a Review Petition, contending, *inter alia*, that the Respondent's claim of ownership over the subject premises was inconsistent with his alleged position in other proceedings. The learned ARC considered the said contention while passing the Review Order. The relevant observations made in the Review Order are extracted hereinbelow:

> "In the present case, the first argument advanced by counsel for the petitioner is that the petitioner Mr. Ajay Sharma is not the owner of the suit property, since Sh. Sunil Mohan is the actual owner and the petitioner is merely acting as an attorney holder of Sh. Sunil Mohan. Be it as it may be, it is not denied by the respondent/applicant that rent is being paid by the respondent to the petitioner only, i.e., Sh. Ajay Sharma. Moreover, the petitioner had filed on record rent receipts wherein, the name of the petitioner is stated to be that of the owner and name of the respondent is stated to be that of the tenant. Thus, in view of Section 116 of the Indian Evidence Act, the respondent, being a tenant, is estopped from disputing the title of the landlord over the premises In question. In the present case, since the rent was always paid by the respondent to the petitioner in the name of the petitioner, thus, it stands proved that the respondent had admitted the petitioner to be his landlord and thus, estopped from disputing title of the petitioner over the premises in question. Even if the petitioner was the tenant of the original owner of the premises in question, then also, the respondent was inducted as a tenant by the petitioner and was paying rent to the petitioner only, i.e., for the respondent, the petitioner alone is the landlord and therefore, his title cannot be disputed by the respondent. Further, in "**Rajender Kumar Sharma & Ors. Vs. Leela Wati & others, 155 (2008) DLT 383**", it was laid down by the Hon'ble Delhi High Court that "A landlord is not required to prove absolute ownership as required under Transfer of Property Act and he is required to show only that he is more than a tenant"."

30. A perusal of the aforesaid extracts reveals that the objection concerning the Respondent's ownership of the subject premises was considered by the learned ARC in both the Impugned Order and the Review Order. In the Impugned Order, the learned ARC took note of the rent receipts placed on record, bearing the name of the Respondent

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as the owner and the Petitioners as tenants, and held that the landlord-tenant relationship between the parties stood established. The learned ARC further relied upon the principle that a landlord is not required to establish absolute ownership in the same manner as would be required in proceedings under the Transfer of Property Act, 1882, but is required to demonstrate a title superior to that of the tenant.

31. The aforesaid issue was again specifically considered by the learned ARC in the Review Order. The learned ARC noted that the Petitioners had not disputed that rent was being paid to the Respondent and that the rent receipts also reflected the Respondent as the owner of the subject premises. On this basis, the learned ARC held that the Petitioners, having acknowledged the Respondent as their landlord, were precluded from disputing his title to the subject premises by virtue of Section 116 of the Indian Evidence Act, 1872.

32. The learned ARC further observed that even if the Respondent were himself a tenant under the original owner, the Petitioners had been inducted into the subject premises by the Respondent and had been paying rent to him, thereby acknowledging him as their landlord.

33. In view of the aforesaid findings, this Court is unable to accept the contention of the Petitioners that their objection concerning the Respondent's ownership was not considered by the learned ARC. The record, as reflected in the extracts reproduced hereinabove, demonstrates that the objection was considered in the Impugned Order and was also specifically addressed in the Review Order. The mere fact that the Petitioners seek to rely upon proceedings in which the Respondent is alleged to have taken a different position does not, by itself, establish that the findings returned by the learned ARC suffer

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from an error warranting interference in the exercise of revisional jurisdiction.

34. It is also well settled that, for the purpose of maintaining an eviction petition under the DRC Act, a landlord is not required to establish absolute ownership of the subject premises. The relevant inquiry is whether the relationship of landlord and tenant between the parties stands established and whether the landlord has a title superior to that of the tenant.

35. In the present case, the learned ARC relied upon the rent receipts placed on record and the admitted position that rent had been paid by the Petitioners to the Respondent. The Petitioners have not demonstrated any error apparent on the face of the record in the learned ARC's consideration of these circumstances. Consequently, no ground for interference is made out on this aspect.

36. Coming to the contention concerning the availability of alternative suitable accommodation, the relevant portion of the Impugned Order demonstrates that the learned ARC considered the objections raised by the Petitioners in this regard.

37. The learned ARC examined the alleged availability of other shops situated on the ground, first, second and third floors of the property, the size of the shop already in the Respondent's possession on the ground floor, and the allegation concerning the Respondent's alleged ownership or possession of another shop at Bapu Market.

38. Upon considering these aspects, the learned ARC concluded that the other premises referred to by the Petitioners could not be regarded as alternative suitable accommodation comparable to the subject premises, having regard to their size, location and suitability

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for the proposed business of the Respondent and his sons.

39. The findings of the learned ARC on the question of alternative suitable accommodation are based upon an examination of the material placed on record, including the site plan and the respective dimensions of the shops in question. The Petitioners have not demonstrated that the learned ARC omitted to consider any material circumstance or that the findings suffer from such perversity or illegality as would warrant interference under the proviso to Section 25-B(8) of the DRC Act.

40. The submissions advanced on behalf of the Petitioners, in substance, seek a reconsideration of the comparative suitability of the premises and a reappreciation of the material already considered by the learned ARC. Such an exercise would fall beyond the limited scope of the revisional jurisdiction vested in this Court.

41. In view of the foregoing discussion, this Court finds no infirmity in the Impugned Order or the Review Order warranting interference in the exercise of revisional jurisdiction under Section 25-B(8) of the DRC Act.

42. Accordingly, the present Petition, along with the pending application(s), if any, stands dismissed.

43. Since the present Petition stands disposed of, the rent deposited in Court in respect to the present Petition, if any, shall be released in favour of the Respondent by the learned Registrar within a period of four (04) weeks from today.

HARISH VAIDYANATHAN SHANKAR, J.

OCTOBER 27, 2026/nd/jk

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