



2025:DHC:2187



\$~29

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

%

Date of Decision: 12.03.2025+ **RC.REV. 343/2019**

KAPIL SACHDEV

.....Petitioner

Through: Mr. Rakesh Tiku, Sr. Adv. with Mr.
Anshul Mittal and Mr. Sarthak Tagra,
Advs.

versus

PINAKI PRASAD

.....Respondent

Through: Mr. Aranya Moulick and Ms. Namya
Rishi, Advs.**CORAM:****HON'BLE MS. JUSTICE TARA VITASTA GANJU****TARA VITASTA GANJU, J.: (Oral)**

1. The present Petition has been filed on behalf of the Petitioner impugning the order dated 10.12.2018 [hereinafter referred to as "Impugned Order"] passed by the learned ACJ/CCJ/ARC (South), District Court Saket, New Delhi with respect to the premises i.e., B20, Second Floor, Geetanjali, New Delhi-110017 as shown in colour red in the site plan annexed with the Eviction Petition [hereinafter referred to as "subject premises"]. By the Impugned Order, the leave to defend Application filed by the Petitioner has been dismissed.

2. This Court by an order dated 02.08.2023 affixed user and occupation charges in the matter. It is the case of both the parties that user and occupation charges are being paid regularly by the Petitioner. This Court had briefly examined the matter on the last date of hearing as well and had



directed as follows:

“3. So far as concerns the landlord-tenant relationship, the same has not been disputed in view of the fact the challenge is to inter se a compromise and Will executed in favour of the Respondent. The learned Trial Court has also found that the Petitioner has admitted to being a tenant and has also not disputed the predecessor of the Respondent to be the owner of the subject premises.

4. On the aspect of *bona fide* need, it is the case of the Respondent that the need is for his own use and for use of his family members. So far as concerns the availability of suitable alternate accommodation, the first floor of the subject building was stated to be available with the Respondent. The learned Trial Court has examined the same and found that the Petitioner was unable to show any document regarding the ownership of the first floor of the subject building before the learned Trial Court. Thus, the learned Trial Court found that no triable issue was raised by the Petitioner.

5. In order for the leave to defend Application to be allowed, what a tenant must show is a triable issue and only if the tenant can show material on record in support of its averments that the Court is required to examine the same. The Supreme Court in *Inderjeet Kaur v. Nirpal Singh*¹ which has also been relied upon in the case of *Abid-ul-Islam v. Inder Sain Dua*² has held as follows:

“13. ... A leave to defend sought for cannot also be granted for mere asking or in a routine manner which will defeat the very object of the special provisions contained in Chapter III-A of the Act. Leave to defend cannot be refused where an eviction petition is filed on a mere design or desire of a landlord to recover possession of the premises from a tenant under clause (e) of the proviso to sub-section (1) of Section 14, when as a matter of fact the requirement may not be bona fide. Refusing to grant leave in such a case leads to eviction of a tenant summarily resulting in great hardship to him and his family members, if any, although he could establish if only leave is granted that a landlord would be disentitled for an order of eviction. At the stage of granting leave to defend, parties rely on affidavits in support of the rival contentions. Assertions and counter-assertions made in affidavits may not afford safe and acceptable evidence so as to arrive at an affirmative conclusion one way or the other unless there is a strong and acceptable evidence available to show that the facts disclosed in the application filed by the tenant seeking leave to defend were either frivolous, untenable or most unreasonable. Take a case when possession is sought on the ground of personal requirement, a landlord has to establish his need and not his mere desire. The ground under clause (e) of the proviso to sub-

¹ (2001) 1 SCC 706

² (2022) 6 SCC 30



*section (1) of Section 14 enables a landlord to recover possession of the tenanted premises on the ground of his bona fide requirement. This being an enabling provision, essentially the burden is on the landlord to establish his case affirmatively. **In short and substance, a wholly frivolous and totally untenable defence may not entitle a tenant to leave to defend, but when a triable issue is raised a duty is placed on the Rent Controller by the statute itself to grant leave. At the stage of granting leave the real test should be whether facts disclosed in the affidavit filed seeking leave to defend prima facie show that the landlord would be disentitled from obtaining an order of eviction and not whether at the end defence may fail....***

[Emphasis supplied]"

3. Learned Senior Counsel for the Petitioner has made three averments. It is submitted that the Respondent has failed to show any title in the matter and thus the ingredients of Section 14(1)(e) of the Delhi Rent Control Act, 1958 [hereinafter referred to as "DRC Act"] have not been fulfilled.

3.1 Learned Senior Counsel for the Petitioner relies upon a compromise/settlement entered into between Respondent and one Ms. Shibani Das (daughter of the erstwhile owner of the subject premises) in this behalf. It is contended that the compromise does not evidence any title in favour of the Respondent. It is further contended that the compromise entered into between the Respondent and daughter of the erstwhile owner of the subject premises was subject matter of challenge by the Petitioner before this Court and by an order dated 16.07.2009, a Coordinate Bench of this Court had passed directions that the Petitioner would not be bound by the compromise.

3.2 Secondly, it is contended that no need has been set out by the Respondent in the Eviction Petition.

3.3 Learned Senior Counsel for the Petitioner lastly contends that the Impugned Order did not examine the title of the Respondent and thus an



error apparent on the face of the record exists. He further submits that the judgment relied upon in the Impugned order, more specifically paragraph 11 thereof, is not applicable to the facts of the present case.

4. Learned Counsel for the Respondent, on the other hand, submits that the subject premises was originally owned by the uncle of the Respondent and the Petitioner was inducted as a tenant by the original owner. After the death of the original owner, some disputes arose between his daughter/legal heirs and the Respondent. Subsequently, and in terms of a compromise executed between the daughter of the erstwhile owner of the subject premises and the Respondent, the premises on the first floor of the subject building came to the share of the daughter of the erstwhile owner of the subject premises, while the second floor came to the share of the Respondent. It is stated that thus, the subject premises belong to the Respondent.

4.1 Learned Counsel for the Respondent further submits that the challenge as raised before this Court by the Petitioner was also raised by the Petitioner before the learned Trial Court and the learned Trial Court has examined in detail the same while passing the Impugned Order. Reliance is placed on paragraph 11 of the Impugned Order in this behalf to submit that the title of the Respondent has been examined and it is thereafter, that the Impugned Order has been passed.

4.2 In addition, learned Counsel for the Respondent seeks to rely upon paragraph 12 of the Impugned Order to submit that so far as concerns the *bona fide* necessity and alternate suitable accommodation, which are the other two ingredients of Section 14(1)(e) of the DRC Act, the learned Trial



Court has found that no other alternate suitable accommodation has been shown by the Petitioner and the need as set out by the Respondent is for the *bona fide* use of the Respondent, who has no other property for his residence. It is contended that the Respondent is residing on the first floor of the subject building as a licensee, and this forms part of the settlement between the Respondent and the daughter of the erstwhile owner of the first floor of the subject building.

5. As stated above, this matter was briefly examined on 06.03.2025. So far as concerns the *bona fide* need of the Respondent, the same is clear from paragraph 8 of the Annexure A to the Eviction Petition. The Respondent has stated therein that in terms of compromise/settlement recorded before the Court, the Respondent is using the first floor of the subject building for his residence and he is permitted to occupy the same until he obtains the possession of the second floor that is the subject premises.

5.1 It is also stated therein that the Respondent does not have any other alternate suitable accommodation for himself or his dependent family members. It is apposite to extract paragraph 8 of the Annexure A which is set out below:

“8. That in purview of the settlement/compromise recorded before the court of Sh. S.K. Singh on 18/12/2006, the petitioner is using the first floor of said property bearing no.B-20. As per clause 12 of the said compromise, Ms. Shibani Das Gupta (the defendant no. 1 in the said suit) on her part has agreed to allow the plaintiff (i.e. the petitioner in the present petition) merely as licensee to use/occupy the first floor of the said House (B-20) till the time, petitioner obtains the possession of the second floor (i.e. property in question) from the defendant no.2 i.e. the respondent herein subject, however to the plaintiff bonafide taking all steps for evicting/removing the defendant no.2 from the said second floor. As such besides the second floor, i.e. property in question, the petitioner does not have any other property in Delhi for himself and dependent family



members. *Since the property in dispute is situated in residential building therefore, the petitioner is seeking eviction of the property in question bonafidely for his residential purpose.”*

[Emphasis Supplied]

5.2 The learned Trial Court has dealt with this aspect of the matter in paragraph 12 of the Impugned Order and found that the two requirements of *bona fide* need and alternate suitable accommodation stand proved by the Respondent. It is stated that the Petitioner has not pleaded any additional accommodation available with the Respondent. It is further stated therein that as far as first floor of the subject building is concerned, no document or other fact showing ownership of the first floor by the Respondent have been shown. The learned Trial Court has also found that the settlement/compromise mentions that the Respondent has been allowed to live as a licensee, thus it has been held that the said property cannot be said to be an alternate suitable accommodation. Paragraph 12 of the Impugned Order is set out below:

*“12. Now proceeding further in regard to the other two requirements i.e. bonafide necessity and the alternative accommodation, the respondent has claimed that present petition is not bonafide and is the outcome of an illegal agreement between the petitioner and his cousin sister Ms. Shibani Das Gupta. It is further mentioned that petitioner has first floor of the property available to him which is a large area but the petitioner has not raised any necessity for any additional accommodation. **I have considered the said pleas of the respondent. As far as the alleged illegal agreement is concerned, the agreement between Shibani Das Gupta and petitioner settling their rights have been made part of a court order/decreed and no higher court had invalidated the same. As discussed earlier a tenant cannot challenge the arrangements between the family members of the landlord. Further, the respondent has not disclosed about any other alternative suitable accommodation available to the petitioner. As far as the first floor of the suit property itself is concerned, the respondent has failed to show any documents or any other fact showing the ownership of petitioner therein. On the other hand, the aforesaid family settlement/compromise categorically mentions that petitioner has been***



allowed to live therein only as a licensee. Thus, said property cannot said to be an alternative accommodation available to petitioner. Accordingly, no ground is made out to grant leave to respondent on the said issues also.

[Emphasis supplied]

6. The Supreme Court in *Abid-ul-Islam v. Inder Sain Dua*³ has while relying on the judgment in *Inderjeet Kaur v. Nirpal Singh*⁴ has held that the Leave to Defend sought for cannot be granted for the mere asking or in routine manner, nor can it be refused on the basis of desire. The relevant extract of the *Abid-ul-Islam* case is as follows:

“16. We may usefully refer to the decision of this Court in *Inderjeet Kaur v. Nirpal Singh* [*Inderjeet Kaur v. Nirpal Singh*, (2001) 1 SCC 706] : (SCC pp. 711-13, paras 9-13)

“ ...

11. **As is evident from Sections 25-B(4) and (5) of the Act, burden placed on a tenant is light and limited in that if the affidavit filed by him discloses such facts as would disentitle the landlord from obtaining an order for the recovery of the possession of the premises on the ground specified in clause (e) of the proviso to Section 14(1) of the Act, with which we are concerned in this case, are good enough to grant leave to defend.**

12. A landlord, who bona fide requires a premises for his residence and occupation should not suffer for long, waiting for eviction of a tenant. At the same time a tenant cannot be thrown out from a premises summarily, even though prima facie he is able to say that the claim of the landlord is not bona fide or untenable and as such not entitled to obtain an order of eviction. Hence the approach has to be cautious and judicious in granting or refusing leave to defend to a tenant to contest an eviction petition within the broad scheme of Chapter III-A and in particular having regard to the clear terms and language of Section 25-B(5).

13. ... **A leave to defend sought for cannot also be granted for mere asking or in a routine manner which will defeat the very object of the special provisions contained in Chapter III-A of the Act.** Leave

³ (2022) 6 SCC 30

⁴ (2001) 1 SCC 706



*to defend cannot be refused where an eviction petition is filed on a mere design or desire of a landlord to recover possession of the premises from a tenant under clause (e) of the proviso to sub-section (1) of Section 14, when as a matter of fact the requirement may not be bona fide. Refusing to grant leave in such a case leads to eviction of a tenant summarily resulting in great hardship to him and his family members, if any, although he could establish if only leave is granted that a landlord would be disentitled for an order of eviction. At the stage of granting leave to defend, parties rely on affidavits in support of the rival contentions. Assertions and counter-assertions made in affidavits may not afford safe and acceptable evidence so as to arrive at an affirmative conclusion one way or the other unless there is a strong and acceptable evidence available to show that the facts disclosed in the application filed by the tenant seeking leave to defend were either frivolous, untenable or most unreasonable. Take a case when possession is sought on the ground of personal requirement, a landlord has to establish his need and not his mere desire. The ground under clause (e) of the proviso to sub-section (1) of Section 14 enables a landlord to recover possession of the tenanted premises on the ground of his bona fide requirement. This being an enabling provision, essentially the burden is on the landlord to establish his case affirmatively. **In short and substance, a wholly frivolous and totally untenable defence may not entitle a tenant to leave to defend, but when a triable issue is raised a duty is placed on the Rent Controller by the statute itself to grant leave. At the stage of granting leave the real test should be whether facts disclosed in the affidavit filed seeking leave to defend prima facie show that the landlord would be disentitled from obtaining an order of eviction and not whether at the end defence may fail.....***

[Emphasis supplied]

7. As set out above, the learned Trial Court found that Settlement Agreement was duly executed and formed part of a Court decree. This aspect has not been disputed by the Petitioner. In fact, the order sought to be relied upon by the Petitioner passed by the Coordinate Bench was the order dated 16.07.2009 passed in a Petition filed to challenge the orders passed taking on record the said settlement. It is however not disputed that the settlement has not been set aside by any Court, and has attained finality.

8. The law on the aspect of challenge to title of a landlord is no longer



res integra. It is not disputed by the Petitioner that he was inducted as a tenant in the subject premises and does not own any rights in the subject premises.

8.1 The challenge to title of a landlord is barred by the provisions of Section 116 of the Evidence Act, 1872/Section 122 of the Bharatiya Sakshya Adhiniyam, 2023 which provides for an estoppel on a tenant to challenge the title of the landlord. Section 116 of the Evidence Act, 1872 is reproduced below:

“116. Estoppel of tenants and of licensee of person in possession. — No tenant of immovable property, or person claiming through such tenant, shall, during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immovable property; and no person who came upon any immovable property by the licence of the person in possession thereof shall be permitted to deny that such person had a title to such possession at the time when such licence was given.”

8.2 The Supreme Court in the case of ***Bansraj Laltaprasad Mishra v. Stanley Parker Jones***,⁵ has held that where a person has been brought into possession as a tenant by the landlord and if such tenant is permitted to question the title of the landlord, it will give rise to extreme confusion in the matter of relationship of the landlord and tenant and hence the equitable principle of estoppel has been incorporated by the legislature. The relevant extract of the ***Bansraj Laltaprasad Mishra case*** is reproduced below:

“13. The underlying policy of Section 116 is that where a person has been brought into possession as a tenant by the landlord and if that tenant is permitted to question the title of the landlord at the time of the settlement, then that will give rise to extreme confusion in the matter of relationship of the landlord and tenant and so the equitable principle of estoppel has been incorporated by the legislature in the said section.

14. The principle of estoppel arising from the contract of tenancy is based

⁵ (2006) 3 SCC 91



upon a healthy and salutary principle of law and justice that a tenant who could not have got possession but for his contract of tenancy admitting the right of the landlord should not be allowed to launch his landlord in some inequitable situation taking undue advantage of the possession that he got and any probable defect in the title of his landlord. It is on account of such a contract of tenancy and as a result of the tenant's entry into possession on the admission of the landlord's title that the principle of estoppel is attracted.

15. Section 116 enumerates the principle of estoppel which is merely an extension of the principle that no person is allowed to approbate and reprobate at the same time.”

[Emphasis Supplied]

9. It is settled law in the context of ownership in an Eviction Petition all that a landlord has to prove is a better title than the tenant to seek eviction from the tenanted premises under Section 14(1)(e) of the DRC Act. The Supreme Court in the case of *Swadesh Ranjan Sinha v. Haradeb Banerjee*⁶, in the context of ownership in an Eviction Petition, has clarified that:

“ 9. All that a plaintiff needs to prove is that he has a better title than the defendant. He has no burden to show that he has the best of all possible titles. His ownership is good against all the world except the true owner. The rights of an owner are seldom absolute, and often are in many respects controlled and regulated by statute. The question, however, is whether he has a superior right or interest vis-a-vis the person challenging it....”

[Emphasis supplied]

9.1 This Court while discussing the issue of ownership in a Petition filed under Section 25-B(8) of the Act in a case titled *R.S. Chadha v. Thakur Dass*⁷ has held that what a landlord has to prove is a better title than the tenant to seek his eviction for the tenanted premises. The Court relied on the judgment of the Supreme Court in the case of *Shanti Sharma vs. Ved*

⁶ (1991) 4 SCC 572

⁷ 2024 SCC OnLine Del47



*Prabha*⁸ to hold that the term owner has to be understood in the context of the background of the law. The relevant extract reads as follows:

“10.1 It is settled law that what a landlord has to prove is a better title than the tenant to seek his eviction from a tenanted premises under Section 14(1)(e) of the Act. The Supreme Court in the case of Shanti Sharma v. Ved Prabha has held as follows:

“14. The word “owner” has not been defined in this Act and the word ‘owner’ has also not been defined in the Transfer of Property Act. The contention of the learned Counsel for the appellant appears to be that ownership means absolute ownership in the land as well as of the structure standing thereupon. Ordinarily, the concept of ownership may be what is contended by the counsel for the appellant but in the modern context where it is more or less admitted that all lands belong to the State, the persons who hold properties will only be lessees or the persons holding the land on some term from the government or the authorities constituted by the State and in this view of the matter it could not be thought of that the legislature when it used the term “owner” in the provision of Section 14(1)(e) it thought of ownership as absolute ownership. It must be presumed that the concept of ownership only will be as it is understood at present. It could not be doubted that the term “owner” has to be understood in the context of the background of the law and what is contemplated in the scheme of the Act. This Act has been enacted for protection of the tenants. But at the same time it has provided that the landlord under certain circumstances will be entitled to eviction and bona fide requirement is one of such grounds on the basis of which landlords have been permitted to have eviction of a tenant. In this context, the phrase “owner” thereof has to be understood, and it is clear that what is contemplated is that where the person builds up his property and lets out to the tenant and subsequently needs it for his own use, he should be entitled to an order or decree for eviction the only thing necessary for him to prove is bona fide requirement and that he is the owner thereof. In this context, what appears to be the meaning of the term “owner” is vis-a-vis the tenant i.e. the owner should be

⁸ (1987) 4 SCC 193



something more than the tenant. Admittedly in these cases where the plot of land is taken on lease the structure is built by the landlord and admittedly he is the owner of the structure....”

[Emphasis supplied]

10. Concededly, the challenge that has been set out by the Petitioner is to the compromise decree/Application for compromise entered into between the Respondent and daughter of the erstwhile owner of the subject premises. It is not disputed that the original owner of the subject premises has passed away and that there were inter se disputes between his family members which included the Respondent. These disputes were then settled in separate legal proceeding between the Respondent and daughter of the erstwhile owner of the subject premises in Suit bearing no. 405/2006 captioned as ***Sh. Pinaki Prasad Sen v. Smt. Shibani Das Gupta & Ors*** before the learned Trial Court [hereinafter referred to as “Civil Suit”].

10.1 The learned Trial Court examined the Application for compromise filed in the Civil Suit and found that the Application amongst other things refers to the present Petitioner and sets out that the Petitioner is a tenant with respect to the second floor. The Application is supported by affidavit of both the Respondent as well as the said daughter of the erstwhile owner of the subject premises. As pointed out by the learned Counsel for the Respondent, the decree sheet also states that the Application for compromise forms part of the decree dated 18.12.2006.

11. It is the contention of the Petitioner that no title to the subject premises was conveyed to the Respondent. Concededly, the Eviction Petition was filed by the Respondent seeking to evict the Petitioner. The



Respondent in his Eviction Petition has clarified the manner in which he has obtained rights in the subject premises. The compromise/settlement reached between him and the daughter of the erstwhile owner of the subject premises has been set out by the Respondent in the Eviction Petition.

12. A Coordinate Bench of this Court in the judgment of *M.R. Sahni v. Dorris Randhawa*⁹, which was also referred to and relied upon in the judgment of *Hari Gopal Manu v. B.S. Ojha*¹⁰, has held that a tenant continues to remain a tenant unless there is change in status by contract or by operation of law. The relevant extract of the *M.R. Sahni* case is reproduced below:

“12. What are the consequences of a suit for ejectment suffering a dismissal in default? Does the tenant become a tenant in perpetuity? Does he become the owner of the tenanted premises? Does the landlord lose the right to regain possession for all times to come?”

13. Ex facie, once a tenant always remains a tenant unless the status changes by contract or by operation of law.”

[Emphasis Supplied]

12.1 Undisputably, in the present case, the Petitioner is but a tenant.

13. The only other aspect that has been raised by the Petitioner is on the aspect of order dated 16.07.2009 passed by the Coordinate Bench of this Court in CM (M) 659/2009 captioned as *Kapil Sachdev v. Pinaki Prasad Sen & Ors.* This contention is also without merit. The Coordinate Bench of this Court has held that the Petitioner would not be bound by the compromise between the Respondent and the daughter of the erstwhile owner, and that it shall be open to the Petitioner to raise all defences that may be available with him. The relevant extract of the order dated

⁹ 2008 SCC OnLine Del 268

¹⁰ 2016 SCC OnLine Del 985



16.07.2009 passed by the Coordinate Bench is below:

*“Once the court observed that the suit is decreed in terms of application Exhibit C-1, it also follows that the suit stands withdrawn against defendant no.2, petitioner and defendant No.3. Once defendant nos. 2 and 3 were deleted from the array of defendants, they certainly had no concern with the suit and it is not open to the petitioner to challenge the compromise in these proceedings. **The petitioner obviously would not be bound by the said compromise arrived at between the plaintiff and defendant no. 1, and in case the said compromise is set up against the petitioner at any stage by the plaintiff, it shall be open to the petitioner to raise all defences that may be available to him. With these observations, petition stands disposed off.**”*

[Emphasis Supplied]

13.1 The Coordinate Bench of this Court by the order of 16.07.2009 has in fact, stated that the Petitioner would “obviously not be bound” by a compromise arrived at between 2/3rd parties. The Coordinate Bench has also given a finding that the Petitioner is at liberty to raise any and all defences available to him.

14. This is exactly what the Petitioner has done. The record reflects that the Petitioner has raised all defences available to him before this Court as well as before the learned Trial Court. Thus, in fact the order dated 16.07.2009 has been complied with by the Petitioner himself as well. This order does not come in the way of grant of any relief to the Respondent.

15. The Supreme Court in *Abid-Ul-Islam* case while interpreting the intendment of the legislature in removing two stages of Appeal that were earlier provided in the Act has held that this is a conscious omission. It was held that the High Court is not expected to substitute and supplant its view with that of the learned Trial Court, its only role is to satisfy itself on the process adopted. Thus, the scope of revisionary jurisdiction of this Court has been limited to examine if there is an error apparent on the face of the record



or absence of any adjudication by the learned Trial Court, and it is only then should the High Court interfere. The Supreme Court has also cautioned from converting the power of superintendence into that of a regular first Appeal under revisionary jurisdiction. This has been elucidated at length by Supreme Court in *Abid-Ul-Islam* case in the following manner:

“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.”

xxx xxx xxx xxx xxx

25.... It could thus be seen, that this Court has held, that the High Court while exercising the revisional powers under the Delhi Rent Control Act, 1958 though could not reassess and reappraise the evidence, as if it was exercising appellate jurisdiction, however, it was empowered to reappraise the evidence for the limited purpose so as to ascertain whether the conclusion arrived at by the fact-finding court is wholly unreasonable.

xxx xxx xxx xxx xxx

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

[Emphasis supplied]



15.1 As stated above, the revisionary jurisdiction of this Court is limited and circumspect. All that the Court is required to examine, in terms of the judgment of the Supreme Court in *Abid-ul-Islam* case, is whether there is absence of adjudication for interference by this Court or any error apparent on the face of the record. The Learned. Trial Court has examined in detail the challenge laid out by the Petitioner/tenant and found that the Respondent/landlord has been able to prove the ingredients of Section 14(1)(e) of the DRC Act. The examination by this Court on the challenge by the Petitioner doesn't show otherwise.

16. The learned Trial Court examined all contentions raised by the Petitioner and found them to be devoid of any merit. This Court has also undertaken a detailed examination of the Impugned Order and found that all ingredients of Section 14(1)(e) of the DRC Act stand proved.

17. During the course of arguments and prior to passing of this Order, an option was given to the Petitioner if he wished to take additional time to vacate the subject premises. Learned Senior Counsel for the Petitioner, on instructions from the Petitioner, who is present in the Court today has declined this option.

18. In view of the foregoing discussions, the Petition is dismissed.

19. The parties will act based on the digitally signed copy of the order.

TARA VITASTA GANJU, J

MARCH 12, 2025/r/pa/ ha

[Click here to check corrigendum, if any](#)