



* IN THE HIGH COURT OF DELHI AT NEW DELHI

% Date of decision: October 08, 2025

+ RC.REV. 277/2025, CAV 343/2025, CM APPL. 56607/2025-Stay
CM APPL. 56608/2025-Exp

KRISHNA AGENCIES

.....Petitioner

Through: Mr. Anil Goel, Mr. Aditya Goel and
Mr. Pranjal Sharma, Advocates.

Versus

DR. SABI SABHARWAL

.....Respondent

Through: Mr. Rishabh Bansal and Ms. Sakshi
Pareek, Advocates.

CORAM:

HON'BLE MR. JUSTICE SAURABH BANERJEE

J U D G M E N T (O R A L)

1. By virtue of the present petition, petitioner/ tenant¹ seeks setting aside of the order dated 20.03.2025² passed by SCJ-cum-RC, Central District, Tis Hazari Courts, Delhi³, in case bearing RC.ARC No.429/2024 entitled '*Dr. Sabi Sabharwal Vs. Krishna Agencies*', wherein the learned ARC allowed eviction petition dated 08.06.2024⁴ filed by the respondent/ landlord⁵, under Section 14(1)(e) of the Delhi Rent Control Act, 1958⁶, for premises bearing no.1/16A, first floor, Asaf Ali Road, New Delhi-110 002⁷.

2. Briefly stated, as per landlord, the subject premises was purchased by his father, Bhai Trilochan Singh vide a Sale Deed dated 28.03.1972. After his death, consequent to a family dispute about the Estate left by the

¹ Hereinafter referred to as '*tenant*'

² Hereinafter referred to as '*impugned order*'

³ Hereinafter referred to as '*ARC*'

⁴ Hereinafter referred to as '*eviction petition*'

⁵ Hereinafter referred to as '*landlord*'

⁶ Hereinafter referred to as '*DRC Act*'

⁷ Hereinafter referred to as '*subject premises*'



father of the landlord, a Settlement Agreement dated 06.08.2010 was executed by his LRs before the Delhi High Court Mediation Centre, and after an amendment thereto, the landlord became the owner of the subject premises after relinquishing his rights in the Commercial Industrial Plot No.7, Block No. B-11, measuring 808.33 Sq. yards Mohan Cooperative Industrial Estate Ltd. Mathura Road, Delhi and his right in the office/showrooms and storage space No. 610 on the 6th Floor of building known as Bhandari House Nehru Place, New Delhi. As per landlord, he had a *bona fide requirement* of the subject premises for establishing office of his limited liability partnership, '*Bhai Hospitality Solution LLP*' since he has no other reasonable suitable commercial property available in Delhi.

3. Summons therein were issued upon the tenant on 26.07.2024. *Vide* order dated 08.10.2024, the learned ARC noted that the summons had returned '*Unserved*' and thereby directed service of summons through substituted service i.e. through affixation as well as by way of publication in two local newspapers of two different languages. In view thereof, the tenant was served through publication, in the daily English newspaper '*The Statesman*' on 30.11.2024 and the Hindi newspaper '*Veer Arjun*' on 02.12.2024. Since there was no appearance on behalf of the tenant, summons in the prescribed format was further effected through affixation on 24.01.2025. However, there was no appearance again on behalf of the tenant. In effect, the tenant never filed any application seeking leave to defend before the learned ARC.

4. Thereafter, the tenant moved an application under *Section 151* of the CPC on 07.03.2025, praying for an opportunity to file leave to defend and to also direct the landlord to supply the copy of the petition. It was the case of the tenant therein as under:-



“1. That the above noted case is pending before this Hon’ble court and is fixed for 19.3.2025.

2. That the respondent came to know on 04.03.2025 about pasting the notice on his main door through his neighbour. But has not received the complete set of petition alongwith all connected document filed with the petition to the respondent enabling to file proper and effect application.

3. That the applicant/ respondent is requested to the petitioner to supply the copy of the petition and to give opportunity to file leave to defend in the above noted petition.

4. That in case the above said application is not allow the applicant/respondent shall suffer irreparable loss and injury which cannot be compensated in any manner.

It is, therefore, respectfully prayed that this Hon’ble court may kindly be pleased to give opportunity to file leave to defend and also be directed to petitioner to supply the copy of petition to the respondent, in the interest of justice.”

5. Subsequently, the learned ARC vide an order dated 11.03.2025 observed that proper service had not been effected on the tenant and in view thereof, the landlord was directed to supply the copy of the petition to the tenant.

6. Thereafter, the landlord filed an application under Section 151 of the CPC dated 18.03.2025 praying to recall the aforesaid order dated 11.03.2025, submitting that the learned ARC had inadvertently/ wrongly noted the date of service on the tenant through affixation as 03.03.2025 instead of 24.01.2025, as per the report of the process server. It was further prayed therein to allow the eviction petition of the landlord “...owing to the application for leave to defend having not been filed within the prescribed time.”



7. The aforesaid application was disposed of by the learned ARC *vide* the impugned order dated 20.03.2025 recording as under:-

“It has been correctly pointed out by the Ld. Counsel for the petitioner that as per the report of the Process Server, the copy of summons and copy of petition were pasted on the premises on 24.01.2025 and thereafter, again service was effected upon respondent through affixation on 28.01.2025. Considering the same, the application u/s 151 CPC is allowed. Order dated 1.03.2025 is recalled.”

8. In the wake of the aforesaid facts, especially taking into consideration that the tenant had failed to file an affidavit, as prescribed under *Section 25B (4)* of the DRC Act within the statutory period, the statements made by the landlord in the eviction petition were deemed *admitted* by the tenant. Based thereon, the existence of a *landlord-tenant relationship*, the *bona fide requirement* of the subject premises by the landlord and the non-availability of a reasonable suitable *alternative accommodation* with the landlord were deemed to have been *admitted* by the tenant. Hence, learned ARC *vide* the impugned order allowed the eviction petition of the landlord.

9. As such, by way of the present revision petition, the tenant seeks seeking setting aside of the impugned order dated 20.03.2025 passed by the learned ARC.

10. Based on the record available, it is primarily the case of Mr. Anil Goel, the learned counsel for the tenant, that there was no proper service upon the tenant. He, thus, submits that the impugned order is contrary to the earlier order dated 08.10.2024 of the learned ARC, wherein, as per the report of the Process Server dated 07.10.2024, it was noted that as the tenant remained ‘*Unserved*’ a fresh service through substituted service i.e. through affixation as well as by way of publication in two local



newspapers was ordered. He submits that the affixation of the summons on 24.01.2025 was not proper as it was done on the adjacent wall of the subject premises involved and that there were no photographs of the pasting filed before the learned ARC, as also no service was affected on one Mr. Kunwar Bahadur, who was/ is *admittedly* the care taker of the property in question wherein the subject premises is situated. He also submits that the Process Server wrongly mentioned that no witness was found while affixation of summons.

11. In view of the aforesaid, Mr. Anil Goel, learned counsel for the tenant also submits that the learned ARC had no power to review its own order dated 11.03.2025 wherein it was observed that the service of summons was not properly affected upon the tenant, and accordingly directed the landlord to supply a copy of the eviction petition to the tenant. He further submits that, even otherwise, there is no provision for service by affixation under *Section 25B* of the DRC Act.

12. In any event, *de hors* the aforesaid Mr. Anil Goel, learned counsel seeks to submit that the tenant ought to have been given a chance to contend his case and file his reply.

13. Issue notice.

14. Mr. Rishabh Bansal, the learned counsel appearing for the landlord accepts notice. He submits that the impugned order dated 20.03.2025 is a mere correction of a typographical error qua wrong recording of the date of affixation as 03.03.2025 instead of 24.01.2025. As such, the same under an application under *Section 151* of the CPC cannot be faulted with. He further submits that, since as recorded therein, the tenant was also served through publication in daily English Newspaper '*The Statesman*' on 30.11.2024 and Hindi newspaper '*Veer Arjun*' on 02.12.2024, the tenant



had filed no application seeking leave to defend within the stipulated period of *fifteen days*.

15. Heard the learned counsel for the parties and gone through the pleadings and documents on record.

16. The premises of the impugned order is based upon service upon the tenant through publication on 30.11.2024 and again on 02.12.2024, i.e. well before the date of affixation, qua which the tenant has maintained a stoic silence. Thus, the tenant is estopped from harping upon the service through (improper) affixation on the subject premises, more so, since there is no dispute that the tenant derived his knowledge from the pasting. All the more, as under *Section 25B(3)(a)* of the DRC Act and as also observed in ***Prithipal Singh V Satpal Singh (Dead) through LR's⁸***, if the circumstances of the case so require, the said service upon a tenant *via* publication, is an accepted mode of service under the DRC Act, thereby, not warranting an interference by this Court in the present case. Thus, the submissions of Mr. Anil Goel, learned counsel for the tenant qua wrongful service of the tenant by affixation falls flat.

17. Be that as it may, qua the wrongful service through affixation as also the assertions made by the tenant in his application under *Section 151* of CPC on 07.03.2025 before the learned ARC, reproduced hereinabove, are self-speaking. The aforesaid clearly reflects that there was no dispute about his service qua affixation on 24.01.2025. The same is of extreme relevance in view of the pronouncement by the Hon'ble Division Bench of this Court in ***Ashok Kumar Vs. Purshotam Lal Verma⁹***, wherein the same has been held to be a recognized and accepted form of service as under:-

⁸ 2010 2 SCC 15

⁹ (2016) 233 DLT 761 (DB)



“10.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...””

18. This Court also finds that the arguments qua the above sought to be canvassed by Mr. Anil Goel, learned counsel for the tenant before this Court today, are absent from the assertions made before the learned ARC. As such, they are liable to be rejected and cannot be taken into consideration. Notably, since the tenant is precluded from setting up a new case from what it was before the learned ARC. Thus, the contention of Mr. Anil Goel, learned counsel of there being no provision of affixation under *Section 25B* of the DRC Act, is rejected.

19. In any event, *admittedly*, the tenant filed the said application under *Section 151* of the CPC belatedly only on 07.03.2025, which was well after a lapse of the mandatory period of *fifteen days*, i.e. beyond the prescribed time limit. The tenant cannot derive any benefit out of the same and/ or the order dated 11.03.2025.

20. The contention that the learned ARC had no power to review its own order dated 11.03.2025, is also rejected, particularly, in view of *Section 25B(9)* of the DRC Act whereby “... ..*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).*”, as also since the same was passed in an application filed by the tenant which itself was filed beyond the stipulated time period of *fifteen days*. In any event, the tenant also cannot be allowed to derive any benefit out of the said order dated 11.03.2025 since the learned ARC merely corrected an error apparent on the face of the record, i.e. based on the report of the Process Server, by rectifying the date of affixation as



24.01.2025 instead of 03.03.2025. Based on the record available before the learned ARC, this was a necessary corollary. There is no reason to fault the same. There was no occasion for the learned ARC to have issued any notice of the application to the tenant.

21. Anyways, the tenant cannot be allowed to cover its lapses/ mistakes of non-compliance of the mandatory provisions of the DRC Act by advancing fresh arguments before this Court in the present Revision Petition under *Section 25B (8)* of the DRC Act, when it has been held in ***Sarla Ahuja vs. Union India Insurance Company Ltd.***¹⁰, ***Abid-Ul-Islam vs. Inder Sain Dua***¹¹ and ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***¹² that the scope itself is extremely limited and setting aside the impugned judgment is only possible under exceptional circumstances like there is an error apparent on the face of the record, or there is something glaringly amiss, or there is anything contrary to the proposition of law.

22. Consequently, no interference with the impugned order is warranted by this Court, more so, since there is no infirmity or illegality in the impugned order dated 20.03.2025 passed by the learned ARC.

23. The present petition, along with the pending applications is thus dismissed, leaving parties to bear their respective costs.

24. Accordingly, since the prescribed period of *six months* available to the tenant under *Section 14(7)* of the DRC Act is already over, the tenant is directed to handover peaceful and vacant possession of the subject premises bearing no.1/16A, first floor, Asaf Ali Road, New Delhi-110 002 to the landlord.

¹⁰ (1998) 8 SCC 119

¹¹ (2022) 6 SCC 30

¹² (2014) 9 SCC 78



25. Needless to say, the tenant shall also pay all the legitimate dues, prior to vacation and handing over of peaceful and physical possession of the subject premises to the landlord.

SAURABH BANERJEE, J

OCTOBER 8, 2025/NA