



2025:DHC:4928



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

% Order reserved on : 06.06.2025
Order delivered on : 11.06.2025

+ RC.REV. 60/2025 & CM APPL. 31166/2025

PAWAN KUMAR THROUGH HIS LRSPetitioner
Through: Mr. Sanjeev Sahay & Ms. Shagun
Saproo, Advocates.
versus

HARNARAIN DASS CHARITABLE TRUSTRespondent
Through: Mr. Shiv Charan Garg & Mr. Imran
Khan, Advocates.

+ RC.REV. 61/2025 & CM APPL. 31169/2025

MS BAJRANG BARTAN BHANDARPetitioner
Through: Mr. Sanjeev Sahay & Ms. Shagun
Saproo, Advocates.
versus

HARNARAIN DASS CHARITABLE TRUSTRespondent
Through: Mr. Shiv Charan Garg & Mr. Imran
Khan, Advocates.

+ RC.REV. 85/2025 & CM APPL. 31163/2025

VINOD KUMARPetitioner
Through: Mr. Sanjeev Sahay & Ms. Shagun
Saproo, Advocates.
versus

HARNARAIN DASS CHARITABLE TRUSTRespondent
Through: Mr. Shiv Charan Garg & Mr. Imran
Khan, Advocates.

CORAM:
HON'BLE MR. JUSTICE TUSHAR RAO GEDELA
ORDER



TUSHAR RAO GEDELA, J.

CM APPL. 11099/2025 & CM APPL.31165/2025 in RC.REV. 60/2025
CM APPL. 11229/2025 & CM APPL. 31168/2025 in RC.REV. 61/2025
CM APPL. 14141/2025 & CM APPL. 31162/2025 in RC.REV. 85/2025

1. The present applications have been filed seeking stay of the operation of the impugned order dated 23.08.2024 passed by the learned ADJ-cum-CCJ-cum-ARC, North, Rohini Courts, Delhi whereby the Eviction Petitions bearing RC ARC No.21/2016 titled *Harnarain Dass Charitable Trust vs. Pawan Kumar through his Legal Heirs*; RC ARC No.19/2016 titled *Harnarain Dass Charitable Trust vs. Bajrang Bartan Bhandar*; and RC ARC No.18/2016 titled *Harnarain Dass Charitable Trust vs. Vinod Kumar*, were allowed in favour of the respondent; and further seeking stay of the execution proceedings till the final disposal of the present petitions.

2. Though this Court is a Vacation Bench, on the insistence of the applicant/petitioner regarding the urgency expressed on account of imminent threat of dispossession on account of pending execution proceedings, this Court has taken up the present applications for disposal. Mr. Sanjeev Sahay, learned counsel for the applicants/petitioners had addressed common arguments across all the stay applications.

3. For the purpose of consistency and convenience, the petitioner/tenant shall hereafter be referred to as '*Tenant*' and the respondent/landlord as '*Landlord*'.

4. Before this Court proceeds with the merits of the stay applications, it would be apposite to examine the scope and jurisdiction which a Court exercises while adjudicating petitions filed against judgment and decree



passed under Section 14(1)(e) of the Delhi Rent Control Act, 1957. The law in that regard, without an exception, has been fairly well settled and authoritatively by the Supreme Court in *Abid-Ul-Islam vs. Inder Sain Dua*: (2022) 6 SCC 30.

5. The relevant paragraphs of *Abid-ul-Islam* (*supra*) circumscribing the scope and jurisdiction of the High Court exercising revisional jurisdiction are extracted hereunder:-

“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.

24. We do not wish to go further on this settled proposition of law, except by quoting the decision of this Court in Sarla Ahuja v. United India Insurance Co. Ltd. [(1998) 8 SCC 119] :

“5. Section 25-B of the Act lays down ‘special procedure for the disposal of application for eviction on the ground of bona fide requirement’. Sub-section (1) says that every application for recovery of possession on the ground specified in Section 14(1)(e) of the Act shall be dealt with in accordance with the procedure specified in Section 25-B. Sub-section (8) says that no appeal or second appeal shall lie against an order for the



recovery of possession of any premises made by the Rent Controller in accordance with the procedure specified in this section. The proviso to that sub-section reads thus:

‘Provided that the High Court may, for the purpose of satisfying itself that an order made by the Controller under this section is according to law, call for the records of the case and pass such order in respect thereto as it thinks fit.’

6. *The above proviso indicates that power of the High Court is supervisory in nature and it is intended to ensure that the Rent Controller conforms to law when he passes the order. 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 scrutinise the records to ascertain whether any illegality has been committed by the Rent Controller in passing the order under Section 25-B. 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.*

7. *Although, the word “revision” is not employed in the proviso to Section 25-B(8) of the Act, it is evident from the language used therein that the power conferred is revisional power. In legal parlance, distinction between appellate and revisional jurisdiction is well understood. Ordinarily, appellate jurisdiction is wide enough to afford a rehearing of the whole case for enabling the appellate forum to arrive at fresh conclusions untrammelled by the conclusions reached in the order challenged before it. Of course, the statute which provides appeal provision can circumscribe or limit the width of such appellate powers. Revisional power, on the contrary, is ordinarily a power of supervision keeping subordinate tribunals within the bounds of law. Expansion or constriction of such revisional power would depend upon how the statute has couched such power therein. In some legislations, revisional jurisdiction is meant for satisfying itself as to the regularity, legality or propriety of proceedings or decisions of the subordinate court. In *Sri Raja Lakshmi Dyeing Works v. Rangaswamy Chettiar* [(1980) 4 SCC 259] this Court considered the scope of the words (“the High Court may call for and examine the records ... to satisfy itself as to the regularity of such proceedings or the correctness, legality or propriety of any decision or order...”) by which power of revision has been conferred by a particular statute. Dealing with the contention*



that the above words indicated conferment of a very wide power on the revisional authority, this Court has observed thus in the said decision :

'3. ... The dominant idea conveyed by the incorporation of the words 'to satisfy itself' under Section 25 appears to be that the power conferred on the High Court under Section 25 is essentially a power of superintendence. Therefore, despite the wide language employed in Section 25, the High Court quite obviously should not interfere with findings of fact merely because it does not agree with the finding of the subordinate authority.'

8. Dealing with Section 32, the Delhi and Ajmer Rent (Control) Act, 1952, which is almost identically worded as in the proviso to Section 25-B(8) of the Act, a three-Judge Bench of this Court has stated thus in *Hari Shankar v. Rao Girdhari Lal Chowdhury* [AIR 1963 SC 698] :

'8. ... The section is thus framed to confer larger powers than the power to correct error of jurisdiction to which Section 115 is limited. But it must not be overlooked that the section — in spite of its apparent width of language where it confers a power on the High Court to pass such order as the High Court might think fit, — is controlled by the opening words, where it says that the High Court may send for the record of the case to satisfy itself that the decision is "according to law". It stands to reason that if it was considered necessary that there should be a rehearing, a right of appeal would be a more appropriate remedy, but the Act says that there is to be no further appeal.'

9. In *Malini Ayyappa Naicker v. Seth Manghraj Udhavadas* [(1969) 1 SCC 688] another three-Judge Bench of this Court was considering a similarly worded proviso in Section 75(1) of the Provincial Insolvency Act, 1920. Though, the learned Judges did not give an exhaustive definition of the expression "according to law", a catalogue of instance in which the High Court may interfere under the said proviso was given in the decision as the following [**Ed.** : The passage quoted is an extract from *Beaumont, C.J.'s judgment in Bell & Co. Ltd. v. Waman Hemraj*, 1937 SCC OnLine Bom 99, para 4 : (1938) 40 Bom LR 125 which was approved by the Supreme Court in the case cited.] :

'7. ... "4. ... are cases in which the Court which made the order had no jurisdiction, or in which the Court has based its decision on evidence which



should not have been admitted, or cases where the unsuccessful party has not been given a proper opportunity of being heard, or the burden of proof has been placed on the wrong shoulders. Wherever the Court comes to the conclusion that the unsuccessful party has not had a proper trial according to law, then the Court can interfere.” ’

10. The Bench has, however, cautioned that the High Court should not interfere merely because it considered that “possibly the Judge who heard the case may have arrived at a conclusion which the High Court would not have arrived at”.

11. The learned Single Judge of the High Court in the present case has reassessed and reappraised the evidence afresh to reach a different finding as though it was exercising appellate jurisdiction. No doubt even while exercising revisional jurisdiction, a reappraisal of evidence can be made, but that should be for the limited purpose to ascertain whether the conclusion arrived at by the fact-finding court is wholly unreasonable. A reading of the impugned order shows that the High Court has overstepped the limit of its power as a revisional court. The order impugned on that score is hence vitiated by jurisdictional deficiency.

12. Clause (e) of the proviso to Section 14(1) of the Act affords one of the grounds to the landlord to seek recovery of possession of the building leased. The said clause reads thus:

‘14. (1)(e) that the premises let for residential purposes are required bona fide by the landlord for occupation as a residence for himself or for any member of his family dependent on him, if he is the owner thereof, or for any person for whose benefit the premises are held and that the landlord or such person has no other reasonably suitable residential accommodation;

Explanation.—For the purposes of this clause, “premises let for residential purposes” include any premises which having been let for use as a residence are, without the consent of the landlord, used incidentally for commercial or other purposes;’

13. If the landlord has another residential accommodation which is reasonably suitable, he is not permitted to avail himself of the benefit afforded in the ground set out in the clause. The learned Single Judge of the High Court has noted



that the landlord in this case has ‘admitted in her deposition that the house in Calcutta was a 3-bedroom house with drawing/dining room and one of the bedrooms was used by her, another by her son with his wife and another bedroom was kept for her daughter who used to come and stay’. This was one of the reasons which persuaded the learned Single Judge to interfere with the order of eviction. To deprive a landlord of the benefit of the ground mentioned in Section 14(1)(e) on account of availability of alternative residential accommodation, it is not enough that such alternative accommodation is in a far different State. Such accommodation must be available in the same city or town, or at least within reasonable proximity thereof if it is outside the limits of the city. The said limb of clause (e) cannot be interpreted as to mean that if the landlord has another house anywhere in the world, he cannot seek recovery of possession of his building under clause (e). The High Court therefore went wrong in observing that since the landlord has possession of another flat at Calcutta she is disentitled to seek recovery of possession of the tenanted premises situated at Delhi.

14. The crux of the ground envisaged in clause (e) of Section 14(1) of the Act is that the requirement of the landlord for occupation of the tenanted premises must be bona fide. When a landlord asserts that he requires his building for his own occupation, the Rent Controller shall not proceed on the presumption that the requirement is not bona fide. When other conditions of the clause are satisfied and when the landlord shows a prima facie case, it is open to the Rent Controller to draw a presumption that the requirement of the landlord is bona fide. It is often said by courts that it is not for the tenant to dictate terms to the landlord as to how else he can adjust himself without getting possession of the tenanted premises. While deciding the question of bona fides of the requirement of the landlord, it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted himself.”

(emphasis in original)

25. The aforesaid decision has been recently considered and approved by this Court in Mohd. Inam v. Sanjay Kumar Singhal [Mohd. Inam v. Sanjay Kumar Singhal, (2020) 7 SCC 327]

“22. This Court in Sarla Ahuja v. United India Insurance Co. Ltd. [Sarla Ahuja v. United India Insurance Co. Ltd., (1998) 8 SCC 119] had an occasion to consider the scope of proviso to Section 25-B(8) of the Delhi Rent Control Act, 1958. This Court found, that



though the word “revision” was not employed in the said proviso, from the language used therein, the legislative intent was clear that the power conferred was revisional power. This Court observed thus :

‘11. The learned Single Judge of the High Court in the present case has reassessed and reappraised the evidence afresh to reach a different finding as though it was exercising appellate jurisdiction. No doubt even while exercising revisional jurisdiction, a reappraisal of evidence can be made, but that should be for the limited purpose to ascertain whether the conclusion arrived at by the fact-finding court is wholly unreasonable.’

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.

23. Again in Ram Narain Arora v. Asha Rani [Ram Narain Arora v. Asha Rani, (1999) 1 SCC 141] , this Court had an occasion to consider the aforesaid powers under the Delhi Rent Control Act, 1958. This Court observed thus :

‘12. It is no doubt true that the scope of a revision petition under Section 25-B(8) proviso of the Delhi Rent Control Act is a 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. Pure findings of fact may not be open to be interfered with, but (sic if) in a given case, the finding of fact is given on a wrong premise of law, certainly it would be open to the Revisional Court to interfere with such a matter.’

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.”



6. What flows from the aforesaid enunciation of law by the Supreme Court is, that the High Court exercises a jurisdiction which is in the nature of superintendence over an inferior court on the decision making process, inclusive of procedural compliance. The Supreme Court has cautioned that the High Court is not expected to substitute and/or supplant its view with that of the Trial Court by exercising an appellate jurisdiction. The role ascribed is purely to satisfy itself on the process adopted. In other words, the Supreme Court categorically held that the scope of interference by the High Court is restricted and except in cases where there is an error apparent on the face of the record, the High Court should not venture to disturb such a decision. It would also be relevant to note that the High Court is not to hold a roving inquiry in such matters so as to prevent converting the power of superintendence into that of regular first appeal which was totally forbidden by the legislature. Thus, the revisionary jurisdiction is highly circumscribed and restricted in its expanse.

7. That said, this Court would now examine the merits of the stay applications as argued by learned counsel for the parties.

8. Mr. Sahay, learned counsel appearing for the tenant vociferously argued three primary issues, namely, (i) that the learned Additional Rent Controller (hereinafter referred to as “the ARC”), though noted the submission of the tenant in respect of additional/alternate accommodation available with the landlord, yet gave no finding at all in respect thereto, thereby committing an error apparent on the face of the record, making the impugned judgment amenable to revisional jurisdiction of this Court; (ii) the learned ARC, though noted that the tenant too had filed a site plan on his behalf, contrary to the site plan filed by the landlord, yet, did not render



any finding at all on the said aspect making the impugned judgment, yet again open to revision by this Court on the ground of error apparent on the face of the record; and (iii) the learned ARC did not consider the arguments based on the rent agreement executed in the year 1993 wherein consequent upon payment of Rs.7.5 Lakhs, the parties had mutually agreed that the tenancy shall not be terminated under any circumstances even if a new body takes over the charge of management of the landlord trust, making the impugned judgment amenable to the revisional jurisdiction. Thus, according to Mr. Sahay, on the aforesaid errors on the face of the record, the tenants are entitled to stay from eviction from the subject premises, during the pendency of the revision petitions.

In Re. Issue No. (i):-

9. Learned counsel, while addressing arguments on issue no.(i), had copiously referred to various paragraphs of the leave to defend application; the reply thereto filed by the landlord; and ultimately the findings or, as argued, no findings recorded by the learned ARC. Learned counsel emphasizes that while the tenant had listed out as many as 15 additional/alternative accommodations, the landlord in his eviction petition as also in the reply to the leave to defend application had given an evasive and bald response. Primarily, learned counsel submits that for whatever they were worth, on the averments of both parties contained in the pleadings and argued, the learned ARC has not given any finding at all. In order to buttress the aforesaid argument, learned counsel referred to para 33 of the impugned judgment which reads thus:-

“33.The respondent has next contended that the petitioner has alternate accommodations which are sufficient for the purpose mentioned. The said act has been vehemently denied by the petitioner thereby claiming that the properties mentioned by the respondent are not owned by the petitioner



trust.”

10. According to learned counsel, apart from the observations in para 33, there is no finding of fact recorded at all by the learned ARC. This, as per him, is, *prima facie*, an error apparent on the face of the record requiring this Court to not only admit the main revision petitions, but also grant immediate stay from eviction. Learned counsel vehemently argued that the observation of the learned ARC that properties mentioned by the tenant in the leave to defend application are not owned by the landlord, is itself wrong and perverse. He forcefully contended that it was not even the case of the landlord that the properties mentioned in para 9 of the leave to defend application did not belong to it, therefore, wherefrom the learned ARC concluded this observation, is a mystery. This, according to him, is not just an error apparent but a perverse finding, based on no evidence.

In Re. Issue No. (ii):-

11. The second issue raised by learned counsel for the tenant is in respect of no finding having been recorded at all by the learned ARC in regard to the site plan filed on record by the tenant as against the site plan filed by the landlord in support of the eviction petition. Learned counsel stoutly argued that the tenant had taken a specific stand in the leave to defend application that the site plan placed on record by the landlord is not correct, and that the site plan placed on record by the tenant is the correct plan which according to him, is a triable issue which needed to have been appreciated by the learned ARC and consequently leave to defend ought to have been granted. He submits that when there are two competing and contradictory site plans on record, it is incumbent upon the Court to have recorded a finding after evidence is permitted to be led on that account by



both the parties. He contended that passing of the impugned judgment in the absence of such vital evidence violates the law as settled by this Court in ***Babu Ram Gupta vs. Chander Prakash***, reported in ***2023 SCC OnLine Delhi 1467***. He submits that this Court in ***Babu Ram Gupta (supra)***, particularly in para 10, held that if the tenant seeks to dispute the site plan filed by the landlord and/or contend that the same does not depict entire details of the suit property, it is open for the tenant/opposite party to file a site plan of his own. Learned counsel on the aforesaid observation of this Court in ***Babu Ram Gupta (supra)*** sought to contend that in the present case, since the tenant had undisputedly placed on record his own site plan, it was incumbent upon the Court to have rendered a finding one way or the other by not only granting leave to defend but also permitting the tenant to lead evidence. Having not done so, learned ARC has violated the law as settled in ***Babu Ram Gupta (supra)***. This issue itself, being a triable one and not having been considered at all by the learned ARC, entitles the tenant to an immediate stay from eviction.

In Re. Issue No. (iii):-

12. The last issue contended by learned counsel for tenant is in respect of a bar from being evicted from the tenanted premises. He submitted that the parties had entered into a tenancy agreement in the year 1993 wherein consequent upon payment of Rs.7.5 Lakhs by the tenant to the landlord, it was mutually agreed that the tenancy shall not be terminated under any circumstances and even if a new body takes over charge of the management of the landlord, such tenancy shall continue. He emphasizes that the mutual understanding was recorded in writing in Clause 5 of the tenancy agreement. The tenancy agreement indicated that the parties are *ad idem* on



the said issue. Premised thereon, he contended that the landlord is precluded from seeking eviction at all. Though, he fairly admitted that the tenancy agreement is an unregistered document.

13. Learned counsel submitted that the learned ARC had returned a contrary finding with respect to the tenancy agreement, in that, on the one hand, he relied upon it to base the finding of landlord-tenant relationship, yet simultaneously, rejected the aforesaid contention of the tenant on the basis that the agreement is unregistered and hence, hit by Section 17 of the Registration Act, 1908. According to the learned counsel, despite the fact that tenancy agreement is unregistered, it can be taken into evidence to prove collateral purposes forming subject matter of the tenancy agreement. Thus, learned counsel sought to impress upon this Court that the mutually destructive findings recorded by the learned ARC in respect of the very same document would be, *per se*, perverse and consequently, requiring this Court to exercise its revisional power to set the impugned judgment aside. He contended that, for the time being, immediate orders restraining the landlord from evicting the tenant be passed.

14. *Per Contra*, Mr. Garg, learned counsel appearing for the landlord vehemently refutes the submissions addressed on behalf of the tenant. In respect of issue (i), learned counsel refers to para 10 of the leave to defend application to submit that para 33 of the impugned judgment was rendered in respect of the contents of para 10 of the leave to defend application read with its response by the landlord in the corresponding paragraph of the reply to the leave to defend. He drew attention to para 10 of the reply to the leave to defend application which reads thus:-

“10. That the contents of para no.10 of the application are wrong, false & frivolous, hence, the same are denied. It is denied that the petitioner



has not disclosed the properties which are owned and possessed by it. It is denied that the petitioner has deliberately concealed these material facts. Rest of the para is wrong and denied.

It is submitted that the petitioner has no concern with the property bearing no. 231 & 97 Pana Udyan, Narela, Delhi and further the respondent has not filed any document in this respect for proving his contention that the aforesaid properties belong to the petitioner. It is further submitted that the property being no. 19A has already been mentioned in the present petition along with its documents.

It is further submitted that petitioner is not an owner/landlord of Aggarwal Bhawan as stated in property no. 17/25, Shakti Nagar, Delhi – 110007. It is further submitted that 17/25, Shakti Nagar, Delhi -110007 is a residential property.”

He submitted that the finding in respect of the contentions stated in para 10 of both, the leave to defend application and its reply, are contained in para 34 of the impugned judgement. He thus submitted that the submissions of the tenant in respect of para 33 of the impugned judgment is misleading, fallacious and absolutely irrelevant. So far as the contents of properties mentioned in para 9 of the leave to defend application are concerned, learned counsel invites attention of this Court to para 18(a)(viii) to submit that the correct and proper description of the properties in question have been delineated in detail with the specifications of the tenants who are in possession of such portions or shops. According to him, these are the 15 properties that the tenant has referred to in para 9 of its leave to defend application. That apart, he submits that conveniently, learned counsel for the tenant has not referred to para 34 of the impugned judgment. He contended that the learned ARC has not only dealt with contents of para 10 of the leave to defend application but also dealt with the other properties in para 34 of the impugned judgment. Thus, according to the learned counsel, there is neither any perversity nor any lack of cogent



finding in respect of the property so mentioned which were stated to be additional/alternate accommodation.

15. In the context of issue (ii) regarding the site plan filed by the tenant, learned counsel vociferously contended that the said submissions are not tenable. According to learned counsel, the reliance on **Babu Ram Gupta** (*supra*) is misplaced since in **Babu Ram Gupta** (*supra*), the tenant had not filed the site plan and this Court had concluded therein that in the absence thereof, the tenant was not entitled to raise a dispute regarding the site plan filed by the landlord therein. He further emphasized that in the present case, the tenant has admitted the landlord-tenant relationship, also admitted the rent for such occupation and infact, has himself relied upon the unregistered tenancy agreement. According to the learned counsel, in such circumstances, the site plan of the admitted tenancy may not at all be a relevant issue much less, a triable issue which may entail grant of leave to defend. Thus, according to him, issue (ii) is irrelevant.

16. So far as the argument regarding issue (iii) in the context of the unregistered tenancy agreement is concerned, learned counsel submits that the tenants have not paid a single penny from the time the eviction petition had been filed and as such, have been enjoying the subject premises and despite such infractions, to rely on an unregistered document would be contrary to the provisions of Section 17 of the Registration Act, 1908. He also emphasized that except for a bald and vague assertion, no proof or any document worth its name to establish payment of Rs.7.5 Lakhs as security having been paid to the landlord sometime in year 1993, has at all been placed on record. He contended that considering both the aforesaid aspects, one that the tenancy agreement is unregistered and two, there being no



proof of payment of Rs.7.5 Lakhs, the contention that the clause relied upon by the tenant to bind the landlord and bar him from seeking eviction is untenable. Learned counsel further contended that the submission of the landlord is self serving without any proof thereof.

17. This Court has heard the arguments of learned counsel for the parties, perused the records of the case and minutely examined the impugned judgment.

18. The enunciation of law by the Supreme Court in *Abid-ul-Islam (supra)* clearly circumscribes the scope and jurisdiction of a High Court while exercising revisional jurisdiction under Section 25B(8) proviso of the Act. Having regard thereto, this Court would now proceed to consider each of the issues as raised.

19. In so far as issue (i) is concerned, it is clear that the landlord has, in para 18(a)(viii) of the eviction petition clearly given details of the properties, the description thereof as also the portions in occupation of each of the tenants. Thereafter, in answer to para 9 and 10 of the leave to defend application, the landlord in its reply to the corresponding paragraphs has only reiterated the position and status of the shops etc. as contained in the eviction petitions. Thus, the submission that the landlord has given an evasive or a bald reply to such paragraphs is not borne out from the records. It is trite that the pleadings and its contents have to be read not only together and harmoniously but also in the context in which they are made. In that view of the matter, it is clear that the landlord has clarified his position in respect of the alleged additional accommodation as contended in para 9 of the leave to defend by mere denial whereas so far as para 10 is concerned, it had categorically responded to the contentions in detail in its



reply to the leave to defend Application. The submission of the tenant in so far as lack of finding recorded by the learned ARC is concerned, this Court finds that the said issue has been noted in para 33 and succinctly dealt with in para 34 of the impugned judgment. The learned ARC has made the following observations:-

33.The respondent has next contended that the petitioner has alternate accommodations which are sufficient for the purpose mentioned. The said fact has been vehemently denied by the petitioner thereby claiming that the properties mentioned by the respondent arc not owned by the petitioner trust.

34.In this context, as discussed above, mere bald averments that petitioner owns certain other properties will not be sufficient. Respondent needs to substantiate the same by documents, which has not been done in the present case. Hon'ble High Court of Delhi in case titled as Om Prakash Bajaj v. Sh. Chander Shekhar, 102 (2003) DLT 746, has observed that:

"Suitability of the alternate premises cannot be determined by mere counting the rooms. But it has to determine keeping in view the totality of facts, the nature of need pleaded by the landlord, his and his families standard and style of life and the purpose to which the landlord wants to actually put it after coming it into possession. The landlord has right to choose which of the accommodation is required by him for himself and for his family members."

(emphasis supplied)

20. Contrary to what has been vehemently argued, the learned ARC has only noted the arguments of the parties in para 33 and no more. Ergo, to contend that those are observations of the Court, is fallacious and unmerited.

21. Learned counsel projected a truncated version of the observations recorded by the learned ARC. In order to appreciate the application of mind while reaching a particular conclusion as noted in para 34, this Court finds that the learned ARC had, from para 29 of the impugned judgement



onwards, critically examined the issue of the *bonafide* need of the landlord in respect of the ground floor portion of the tenanted premises. While examining the ratio laid down by the Supreme Court in various judgements on the issue, including *Sarla Ahuja vs. United India Insurance Co. Ltd., (1998) 8 SCC 119* and also keeping in mind that the tenant had not filed even a single documentary evidence to substantiate the allegations regarding availability of additional/alternative accommodations, came to the right conclusion as noted in para 34. Therefore, it cannot be canvassed that the learned ARC had neither examined the submission nor rendered any finding thereon.

22. Furthermore, it appears that the tenant is expecting that the issue be addressed as if this Court is sitting in appeal and not in exercise of its revisional jurisdiction. This Court is unable to find any perversity or illegality in the finding recorded by the learned ARC in as much as it has been clearly observed that the tenant except for making bald assertions has not placed on record any document to substantiate his contention. Having himself failed in placing relevant documentary evidence in that regard and to now contend that the learned ARC has not rendered a proper or justified finding, is unpersuasive and unmerited. Further, the same is also not borne out from the record. In terms of *Abid-ul-Islam (supra)*, this Court is precluded from re-examining or re-appreciating findings or evidence. Thus, this Court is not persuaded to exercise its discretionary jurisdiction.

23. Issue (ii) is regarding non consideration of the site plan placed on record by the tenant. The submissions of the tenant, on a *prima facie* view, appear to be untenable. The reliance upon the judgment of this Court in *Babu Ram Gupta (supra)* is completely misplaced. *Babu Ram Gupta*



(*supra*) was a case for the proposition as to what would be the right of the tenant to question the veracity of the site plan filed by the landlord, if the tenant himself does not file a site plan. However, with utmost deference, is not a proposition in respect of what needs to be done by the learned ARC in case a tenant does file, purportedly, a contrary site plan. Learned counsel for the tenant has neither placed on record nor cited any authoritative judgement for the proposition arising in the present petition, as crystallized above. Learned counsel for the tenant is attempting to draw support, inferentially. That is impermissible in law. It is trite that a judgement is an authority for the ratio it lays down on the basis of the peculiar facts obtaining in that case and not what may flow logically from it. This principle has been enunciated by the authoritative pronouncement of the Supreme Court in ***Bharat Petroleum Corporation Ltd. vs. N.R. Vairamani***; ***AIR 2004 SC 778***, and the relevant para is extracted hereunder:-

“Court should not place reliance on decisions without discussing as to how the factual situation fits in with the fact situation of the decision on which reliance is placed. Observations of Courts are neither to be read as Euclid's theorems nor as provisions of the statute and that too taken out of their context. These observations must be read in the context in which they appear to have been stated. Judgments of Courts are not to be construed as statutes. To interpret words, phrases and provisions of a statute, it may become necessary for judges to embark into lengthy discussions but the discussion is meant to explain and not to define. Judges interpret statutes, they do not interpret judgments. They interpret words of statutes; their words are not to be interpreted as statutes.”

This principle was also followed by a learned Division Bench of this Court in ***Ex. Sep. Ranjeet Kumar vs. Union of India, 2012 SCC OnLine Del 3137***.



24. Besides, the fact that the tenant had neither disputed the landlord-tenant relationship, nor the rent to be paid apart from himself placing on record the admitted unregistered tenancy agreement, undoubtedly appears to be an overwhelming reason as to why a mere filing of a contrary site plan may not be a triable issue. Though, this opinion may not be read as laying down a rule, rather, an exception and may need to be considered on a case to case basis. It is relevant to note that under Section 14(1)(e) of the Delhi Rent Control Act, the landlord needs to establish that the premises are required *bonafide*, for his occupation or for any member of his family and that he has no other reasonably suitable accommodation. Once the landlord is able to sustain these conditions, he would be entitled to a decree of eviction. This coupled with the fact that the tenant has neither denied the landlord-tenant relation nor the factum of requirement to pay rent, the emphasis that the site plan filed by the tenant shall necessarily be considered as a triable issue does not, *prima facie*, appeal to this Court. At this stage, this Court is only to consider whether, *prima facie*, any case is made out to stay the eviction of the tenant. This Court is unable to accede to the arguments of learned counsel for the tenant in respect of the site plan. Moreover, it is well settled by now that a tenant cannot dictate as to how and in what manner or what portion of the rented premises the landlord can put to use. The landlord is a complete authority to decide how to utilize the tenanted premises. Thus, even this argument is unpersuasive to impel this Court to exercise its discretionary jurisdiction to grant stay.

25. So far as the issue (iii) in respect of the unregistered tenancy agreement and the purported payment of Rs.7.5 Lakhs is concerned, the said submissions are neither here nor there. The unregistered tenancy



agreement is conspicuous by the absence of any reference to the purported payment of Rs.7.5 Lakhs in lieu whereof, Clause 5 is purported to have been inserted. Even if it is assumed, that the said clause had been inserted by the parties with consent, the same cannot bar the landlord from maintaining a suit or a petition for eviction since it is trite that there cannot be any estoppel against law. A landlord by virtue of such clause, cannot be compelled to give up a right which is conferred upon him or her by law. In other words, the substantive provisions of Section 14 of the DRC Act, 1957 conferring a right and entitlement upon the landlord to initiate action for eviction of the tenant cannot be overridden by any clause executed between the parties. Acceding to such proposition would result in absurdity. As a corollary, this Court also cannot countenance a situation where the tenant also can be forced to continue to remain a tenant when it does not seek to remain so. This clause, *prima facie*, appears to be an unconscionable clause and may not be enforceable. Thus, the said argument is not only unpersuasive but also unmerited. An argument, predicated on an unconscionable covenant, that too in an admittedly unregistered tenancy agreement, surely would not propel this Court to exercise its revisional jurisdiction, much less, the discretionary jurisdiction to grant any stay.

26. In view of the aforesaid, this Court finds no merits in the arguments on the stay applications of the tenant and the same are dismissed without any orders as to costs.

27. Needless to observe that the analysis and recording of facts above will not tantamount to any expression on merits of the cases.



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28. List before the Roster Bench on 28th July, 2025.

TUSHAR RAO GEDELA, J
(VACATION JUDGE)

JUNE 11, 2025/kct/rl