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

Date of decision: 03.09.2026

CNR No. DLHC010605262025

+ **RC.REV. 252/2025**

SMT ASHA GARG

.....Petitioner

Through: **Mr. Shubham Gupta, Advocate**
through Video Conferencing.

versus

NASIR KHAN

.....Respondent

Through: **Mr. S.A. Khan and Mr. Kashif**
Ahmad Khan, Advocates.

CORAM:

HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

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JUDGEMENT (Oral)

1. The present Petition has been filed under Section 25-B(8) of the **Delhi Rent Control Act, 1958¹**, challenging the **Judgment and Order dated 19.05.2025²** passed by the **learned Additional Rent Controller, Shahdara District, Karkardooma Courts, Delhi³**, in **Eviction Petition bearing No. RC ARC No. 143/2018⁴**, titled “*Sh. Asha Garg v. Nasir Khan*”.

2. Learned counsel appearing on behalf of the Petitioner limits his challenge to the Impugned Order on the sole ground that, in another eviction petition, being RC ARC 142/2018, relating to the same property, leave to defend was refused and eviction was directed

¹ DRC Act

² Impugned Order

³ learned ARC

⁴ Eviction Petition



against the Respondent. However, he candidly submits that, in the said proceedings, there was a rent agreement executed between the parties.

3. He further submits that, in the present case, the title of the Petitioner is not in dispute and that the only distinguishing feature between the said proceedings and the present case is the absence of any rent agreement executed between the parties.

4. This Court has heard learned counsel appearing for the Petitioner and has also perused the material on record, including the Impugned Order and is of the considered opinion that, for adjudication of an eviction petition under the DRC Act, one of the fundamental issues requiring consideration is the existence of a relationship of landlord and tenant between the parties.

5. In the present case, the learned ARC has specifically returned a finding that not a single document, whether in the form of a rent agreement or even a rent receipt, has been placed on record to establish the relationship of landlord and tenant between the parties. It is on this basis, *inter alia*, that leave to defend has been granted to the Respondent. The relevant findings of the learned ARC read as follows:

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15. The nub of the issues as raised by the respondent in the entire leave to defend application is that he is not the tenant of the petitioner and that he has an absolute right over the tenanted premises by virtue of title documents dated 10.09.1985 purportedly executed by the erstwhile owner Sh. Chiranji Lal.

16. Per contra, it is the case of the petitioner that she has become the owner of the tenanted premises on the basis of General Power of Attorney, Agreement-cum-gift both dated 24.06.1986 and Will dated 05.05.1982 executed by the erstwhile owner Sh. Chiranji Lal. It is clear on perusal of both the set of title documents of both the parties that the original owner is admitted to be Sh. Chiranji Lal, S/o Sh. Murli Dhar. However, the issue is with respect to the



rightful successor-in-interest of Sh. Chiranji Lal.

17. It is a settled proposition of law that in a proceedings before a Rent Controller, the requirement to prove the title of the parties is not necessary as only the proof of jural relationship of landlord and tenant between the parties is an indispensable requirement of law coupled with better title in favour of the landlord. To establish such requirement of law squarely falls on the shoulders of the petitioner/landlord. In the instant case as observed above, the relationship of landlord and tenant is vehemently opposed by the respondent on the grounds that the respondent is the absolute owner of the tenanted premises. At this stage, it is opportune to note that to discharge her burden on the jural relationship of the parties, petitioner has not filed even a single piece of document like a rent agreement or even a rent receipt so as to establish the relationship of landlord and tenant between the parties. The relationship of landlord and tenant if any between the parties further comes into the realm of doubt as respondent has categorically denied the said relation. It is not even a case that the respondent admits that he entered the property as a tenant and later on acquired ownership rights over it. However, respondent clearly contends that from the very inception he has acquired rights over the property as an owner. In such a situation, it was extremely crucial for the petitioner to set forth clear and unambiguous material to show that the parties have a relationship of landlord and tenant as mandatorily required under the provision of Delhi Rent Control Act. However, petitioner has simply stated neither a rent agreement was executed nor any any rent receipts were issued to the respondent. In addition, on the point of payment of rent, petitioner has not even stated that the manner of payment of rent i.e. in cash, money order, cheque or through bank transfer. In such a situation, it cannot be assumed even for a minute that petitioner has been successful in establishing a relationship of landlord and tenant between the parties.

18. Secondly, coming to the aspect of the title of the parties. The entire pleadings of the parties primarily hinges around the opposing ownership title over the tenanted premises. On the one hand, petitioner claims to be the owner of the property by virtue of General Power of Attorney, Agreement-cum-Gift and Will Deed executed in her favour by the original owner Sh. Chiranji Lal. On the other hand, respondent claims that he entered the property by virtue of agreement for earnest money executed by Sh. Chiranji Lal in his favour on account of payment of part consideration of Rs.90,000/-. On perusal, it is found that both the set of documents are unregistered and therefore are incapable of



conveying any title except for the Will Deed in the favour of the petitioner.

19. In addition, the objection of the petitioner that at the time, the agreement for earnest money dated 10.09.1985 was executed the respondent would have been a minor and therefore incapable of entering into a contract is also considered. For the purpose of above arguments, petitioner has relied on the Aadhar Card of the respondent, as per which the date of birth of the respondent is of the year 1968 and therefore at the time of execution of the agreement for earnest money, the respondent could not have been 18 years or above. For the said purpose, the documents filed by the respondent were thoroughly examined. It is seen that *inter alia* respondent has filed his Aadhar Card, Election Identity Card and Driving Licence. On Aadhar Card only year of birth has been mentioned which is 1968 whereas on the Election Identity Card his age as on 01.01.2002 is recorded to be 40 years whereas on his Driving Licence his date of birth is recorded to be 01.01.1963, therefore, it is clear that in all the three documents, the year of birth of the respondent are different i.e. 1968, 1962 and 1963. Therefore, in such a situation at least at this stage the age of the respondent at the time of execution of agreement of earnest money cannot be ascertained and therefore the petitioner's arguments on the aspect of age of the respondent is found to be meritless. Having observed as above, as has been held, time and again by superior Courts that proceedings under DRC Act cannot be akin to a title dispute and a Rent Controller is primarily required to adjudicate the dispute between landlord and tenant within the ambit of DRC Act. The jural relationship of parties as landlord and tenant in proceedings pertaining to Delhi Rent Control Act is a *sin qua non* which cannot be substituted by merely pleading that the petitioner is the owner of the property, in the light of the fact that the creation and existence of tenancy itself has become a matter of dispute.

Further, I also find it opportune to note that the present petition has been instituted against one "Nasir Khan, S/o Not Known" whereas one who has entered appearance as respondent and is running his business from the tenanted premises has contended that his name is not Nasir Khan but Nafees Ahmed, S/o Zamir Ahmed the name Nafees Ahmed, S/o Zamir Ahmed consistently appears on the agreement for earnest money, Aadhar Card, Election Identity Card and Driving Licence of the respondent. It is the case of the petitioner that respondent has been inducted as a tenant in the tenanted premises in the year 1995 and therefore, he is occupying the property for at least 30 years now. Even then, it is surprising to note that petitioner does not even know the correct name or parentage of a tenant from whom, as per her version, she has been collecting regular rent. On the said aspect, in the reply to leave to



defend, petitioner has simply stated that respondent is popularly known as Nasir Khan. Such explanation is not found to be appealing as before a court, the real and actual particulars of the parties are required to be disclosed and the parties cannot merely rely on the "popular name" of the opposing side to attain relief in their favour.

20. Having observed as above, in the present case, since the jural relation itself has become a matter of dispute it cannot be determined in what capacity the respondent is holding the tenanted premises, this itself is sufficient to conclude that the respondent has raised a triable issue as to the determination of factum of tenancy if any between the parties.

.....”

(emphasis supplied)

6. A perusal of the aforesaid findings would reveal that the learned ARC has granted leave to defend primarily on the ground that the very existence of the relationship of landlord and tenant between the parties has been disputed by the Respondent and that the Petitioner has not placed on record any material, including a rent agreement or rent receipt, to establish such relationship.

7. The learned ARC has further noticed that the competing claims of the parties with respect to the title of the premises cannot, at this stage, substitute the requirement of establishing the jural relationship of landlord and tenant.

8. It is noted that since the challenge in the present Petition is confined to the fact that, in another eviction petition concerning the same property, leave to defend was refused and eviction was directed, the admitted position that a rent agreement existed in the said proceedings, whereas no rent agreement or rent receipt has been placed on record in the present case, assumes significance. This factual distinction goes to the root of the matter, particularly when the



very existence of the tenancy is specifically disputed in the present proceedings.

9. In view of the aforesaid, this Court finds no infirmity in the approach adopted by the learned ARC in holding that the Respondent has raised a triable issue with respect to the existence of the relationship of landlord and tenant between the parties.

10. This Court, while exercising its limited revisional jurisdiction under Section 25-B(8) of the DRC Act, does not find any ground warranting interference with the Impugned Order.

11. Accordingly, the present Petition, being devoid of merit, stands dismissed.

12. Pending application(s), if any, also stand disposed of.

HARISH VAIDYANATHAN SHANKAR, J.
SEPTEMBER 03, 2026/nd/jk