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

Date of decision: 03.11.2026

\# **CNR No. DLHC010836822025**

\+ RC.REV. 334/2025, CM APPL. 67758/2025 (Stay) & CM APPL. 14035/2026 (Stay of execution proceeding)

MD. KAMRUDDIN .....Petitioner

Through: Mr. Anil Hooda and Mr. Satendra Singh Baghel, Advocates.

versus

DEVI DAYAL SAINI .....Respondent

Through: Mr. Ashish Sehrawat along with Mr. Kapil Yadav, Mr. Aakash Seth, Mr. Nikhil Yadav, Mr. Varun, Mr. Ravi, Ms. Shweta and Mr. Sahil, Advocates.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

% JUDGEMENT (Oral)

1. The present Petition, filed under Section 25-B(8) of the **Delhi Rent Control Act, 1958**[1], read with Section 115 of the Code of Civil Procedure, 1908, seeks to assail the **Order dated 16.05.2025**[2], passed by the learned **Senior Civil Judge-cum-Rent Controller, South District, Saket Courts, New Delhi**[3], in the Eviction Petition, being

[1] DRC Act
[2] Impugned Order
[3] RC

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RC ARC 18/2023[4], titled *"Devi Dayal Saini v. Md. Kamruddin"*.

2. By way of the Impugned Order, the learned RC dismissed the Application of the Petitioner seeking Leave to Defend and, consequently, passed an Eviction Order in respect of tenanted premises, being **Shop No. 2, Front side, Ground Floor, 272/A, Masjid Moth, near Udai Park, Delhi**[5].

BRIEF FACTS:

3. The Respondent, being the Landlord, instituted the Eviction Petition seeking eviction of the Petitioner, being the Tenant, from the Subject Premises. He pleaded that the Subject Premises are *bona fide* required for his grand-daughter, a practicing Advocate, who wishes to open her own office, and that no other reasonably suitable accommodation is available for the purpose.

4. The Petitioner filed an Application seeking Leave to Defend. He contended, *inter alia*, that he had been a tenant in the Tenanted Shop since 20.02.1988, and that he had paid a sum of Rs. 65,000/- as *pagdi* at the inception of the tenancy, on account of which the monthly rent was only Rs. 400/-, instead of Rs.1141/-.

5. The Petitioner further contended that the Respondent had other suitable accommodation available, *inter alia*, the rear portion of the ground floor and the upper floors of the same building, being **272/A, Masjid Moth, near Udai Park, Delhi**[6], as well as other properties, and that the Eviction Petition had been filed only to re-let the Subject Premises at a higher rent.

6. By the Impugned Order, the learned RC found that the relationship of landlord and tenant stood admitted, that the *bona fide*

[4] Eviction Petition
[5] Subject Premises
[6] Subject Building

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requirement of the Respondent stood established, and that no other reasonably suitable accommodation was available. The learned RC, therefore, held that the Petitioner had failed to raise any triable issue, thus dismissed the Application seeking Leave to Defend, filed by the Petitioner, and passed an Eviction Order.

PROCEEDINGS BEFORE THIS COURT:

7. At the outset, this Court deems it necessary to notice that, *vide* Order dated 31.10.2025, after hearing learned counsel then appearing for the Petitioner, this Court, not being convinced on merits, issued Notice in the present Petition, limited only to the aspect of the time that could be granted to the Petitioner for the purpose of vacating the Subject Premises.

8. Notwithstanding the aforesaid limited Notice, learned counsel presently appearing on behalf of the Petitioner, seeks to argue the present matter afresh on merits today. He submits that he was not the counsel when the Order dated 31.10.2025 was passed, and that he should, therefore, be given the liberty to argue the matter.

9. This Court expresses its strong disapproval of the aforesaid conduct. A litigant cannot, by the simple expedient of changing his counsel, seek to wipe the slate clean and reopen what stands concluded. A fresh engagement of counsel neither revives the right to address arguments on merits that have already been heard and considered, nor entitles the new counsel to treat the earlier hearing as though it never took place. Such a course is clearly not the correct manner in which a counsel should proceed, once notice has been confined to a limited aspect after the matter has been heard.

10. Nonetheless, solely in the interest of justice and so that the Petitioner may have no grievance of not having been heard, this Court

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has proceeded to hear learned counsel for the Petitioner on merits. It is, however, made clear that this indulgence shall not be construed as a precedent for, or approval of, the course so adopted.

SUBMISSIONS ON BEHALF OF THE PARTIES:

11. Learned counsel appearing on behalf of the Petitioner confined his submissions to *two* aspects, *namely*, the availability of alternative accommodation with the Respondent and the payment of *pagdi* by the Petitioner.

12. On the *first* aspect, learned counsel for the Petitioner submits that sufficient alternative accommodation was available with the Respondent for the alleged requirement of his grand-daughter, and that this aspect has not been appreciated by the learned RC correctly.

13. Learned counsel for the Petitioner submits that the Subject Building, in which the Subject Premises is situated, comprises a ground floor and three upper floors. It is submitted that the Respondent has as many as four premises in the subject building, as also a property bearing No. 272, Masjid Moth, *i.e.*, in the same area in which the Subject Premises is located, which could suitably fulfill the *bona fide* need espoused by the Respondent.

14. Learned counsel for the Petitoner submits that aforesaid properties were although specifically enumerated by the Petitioner in their Application seeking Leave to Defend, filed before the learned RC, however, this aspect did not receive the due consideration it should have, and the learned RC proceeded to dismiss the Application without examining the suitability of these premises.

15. Learned counsel for the Petitioner contends that the requirement of the grand-daughter is merely a pretext, and that the real object of the Respondent is to evict the Petitioner, who has been running a

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mechanic's workshop from the Subject Premises since the year 1988, and to re-let it at a higher rent of about Rs. 12,500/- per month.

16. Elaborating upon the *second* contention, learned counsel for the Petitioner submits that, at the inception of the tenancy on 20.02.1988, the Petitioner paid a sum of Rs. 65,000/- to the Respondent as *pagdi*. He submits that it is on account of this payment that the monthly rent was fixed at only Rs. 400/-, instead of Rs. 1141/-.

17. Learned counsel for the Petitioner further submit that the Respondent acknowledged the payment of said *pagdi* at a meeting held at his residence on 16.03.2024, the transcript and recording of which were placed on record before the learned RC along with the Application seeking Leave to Defend. It is contended that the plea relating to *pagdi*, though specifically taken by the Petitioner in their Application seeking Leave to Defend, has not been dealt with by the learned RC. The Impugned Order is, therefore, said to be liable to be set aside.

18. ***Per contra,*** learned counsel appearing on behalf of the Respondent fairly submits, at the outset, that although the Respondent had sought time to file a Reply to the present Petition on earlier occasions, however, no Reply has been filed to the present Petition until the present day since only limited Notice had been issued by this Court.

19. Learned counsel for the Respondent submits that the Petitioner has admitted the ownership of the Respondent and the relationship of landlord and tenant, and has admittedly been paying rent to the Respondent. He is, therefore, estopped from questioning the title of the Respondent.

20. It is submitted that the alleged payment of *pagdi* is specifically

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denied and finds no mention in the Rent Agreement. It is submitted that the said *plea,* in any event, concerns only the rate of rent and has no bearing on the Landlord-Tenant Relationship between the parties.

21. As regards suitable alternative accommodation, learned counsel would submit that the grand-daughter of the Respondent is a practicing advocate in the Delhi, and she requires an independent office for her practice. It is further submitted that the Tenanted Shop is the only premises on the ground floor with direct access from the main road, and that it is a trite law that tenant cannot dictate to the landlord which of his premises is suitable for his requirement.

22. Learned counsel for the Respondent submits that, in any event, this *plea* has already been taken before the learned RC and was duly considered in the Impugned Order. It is submitted that the Petitioner is merely seeking to re-argue the very points already raised before and considered by the learned RC, which is impermissible in the limited revisional jurisdiction of this Court. It is accordingly prayed that the present Petition warrants dismissal.

ANALYSIS:

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

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

25. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in ***Sarla Ahuja v. United India Insurance***

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Co. Ltd.[7], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[8], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[9], has consistently held that the jurisdiction exercised by the High Court under the *proviso* to Section 25B(8) of the DRC Act is supervisory and revisional in character and cannot be equated with the exercise of appellate jurisdiction.

26. The aforesaid principles have also been reiterated and relied upon by Coordinate Benches of this Court, *inter alia*, in ***Pankaj Pahwa v. Prem Wati & Ors.***[10], and ***Sanjeev Hiranandani v. Sunny Grover***[11].

27. In ***Abid-Ul-Islam*** *(supra)*, the Hon'ble Supreme Court, while elucidating the legislative intendment underlying Section 25(B) of the DRC Act, observed that the omission of an appellate remedy against an Order passed by the learned Rent Controller is conscious and deliberate. The jurisdiction conferred upon the High Court is, therefore, one of superintendence over the decision-making process, including the legality and propriety thereof, and does not permit the High Court to substitute its own view for that of the learned Rent Controller merely because another view on the material available on record may be possible. The relevant observations of the Hon'ble Supreme Court read as under:

> "**23.** The proviso to Section 25-B(8) gives the High Court exclusive power of revision against an order of the learned Rent Controller, being in the nature of superintendence over an inferior court on the decision-making process, inclusive of procedural compliance. Thus, the High Court is not expected to substitute and supplant its views with that of the trial court by exercising the appellate

[7] (1998) 8 SCC 119
[8] (2014) 9 SCC 78
[9] (2022) 6 SCC 30
[10] 2024:DHC:9322
[11] 2025:DHC:11285

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> 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."

28. In ***Pankaj Pahwa*** *(supra)*, a Coordinate Bench of this Court, upon considering the principles enunciated in ***Abid-Ul-Islam*** *(supra)*, reiterated that the jurisdiction exercised by this Court under the *proviso* to Section 25B(8) of the DRC Act is limited in scope and that this Court is not expected to substitute or supplant its view for that of the learned ARC. The revisional scrutiny is confined to examining the decision-making process and determining whether the Impugned Order suffers from an error apparent on the face of the record or an absence of adjudication warranting interference.

29. In view of the foregoing discussion, the position which emerges is that, while exercising jurisdiction under the *proviso* to Section 25B(8) of the DRC Act, this Court is neither required nor permitted to undertake a fresh appreciation of the material on record with a view to arrive at an independent conclusion on the merits of the dispute. Interference would be warranted only where the Impugned Order suffers from a jurisdictional error, manifest illegality, material irregularity or perversity, or where the conclusion arrived at by the learned ARC is wholly unreasonable or founded upon an erroneous premise of law. Equally, where a material plea has been left unconsidered, or the decision-making process otherwise discloses an error apparent on the face of the record, exercise of revisional jurisdiction may be warranted.

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

31. Prior to embarking on the exercise of determination of the *lis* on the basis of the submissions made, this Court would discuss the Order dated 31.10.2025 and the limited Notice issued therein. The same reads as follows:-

> "**7.** After some arguments, learned counsel for the petitioner/ tenant seeks, and is granted, a period of one week, without prejudice to the rights and contentions of the petitioner/ tenant and as a matter of abundant caution, to seek instructions qua the feasible time period within which the petitioner/ tenant would vacate the subject premises and hand over the possession thereof to the respondent/ landlord, along with the terms of payment qua user and occupation charges for the aforesaid period before the next date of hearing.
> **8.** Upon the petitioner/ tenant taking requisite steps within a period of one week, issue notice to the respondent/ landlord qua the limited aspect indicated above."
>
> **(Emphasis supplied)**

32. This Court is of the opinion that purely on the ground that by an earlier order, Notice had been issued limited to the time sought for vacation of the premises, the matter should have not been permitted to be re-argued and should have been dismissed on that ground alone.

33. Nonetheless, as already mentioned hereinbefore, at the cost of judicial time, and only to dispel any notion of injustice, the matter is being examined on merits. Before adverting to the facts of the present case, and in order to place the ensuing discussion in its proper perspective, this Court deems it apposite to extract the relevant portions of the Impugned Order, which read as under:

> "**17.** Landlord-Tenant Relationship: As far as the landlord-tenant relationship is concerned, the respondent has not disputed that he is a tenant in the Tenanted Shop or that the petitioner is the owner of the Tenanted Shop. He has further admitted that he has been paying

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rent to the petitioner. However, he has taken an objection as to the rate of rent claiming that monthly rent is only Rs. 400/- instead of Rs. 1141/-, as stated by petitioner. Nevertheless, landlord-tenant relationship stands admitted. The same is also supported by the rent agreement and rent receipts placed on record.

18. Accordingly, it can be stated that the petitioner is the owner/landlord of the Tenanted Shop and the respondent is a tenant in the said premises. Thus, the first ingredient of landlord-tenant relationship between the parties in the present case, stands established.

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23. Though the respondent has stated that there is space available in the rear portion of the Tenanted Shop as well as on 1st & 2nd floor of the premises for opening the law office, petitioner has denied the same, and filed site Plan in support thereof. Even otherwise, it is not for the tenant to dictate which premises will be best suited for the landlord's requirement. The Tenanted Shop is on the front-side having access from the main road, whereas all other alternatives suggested by the respondent are at the rear or on 1st & 2nd floor, which cannot be considered as alternatively suitable to an office on the ground floor with entrance from the main road.

24. Also, it is not for the tenant to dictate that the landlord be asked to seek eviction of his other tenants from shop no. 1, 3 and 4 as it is again landlord's choice as to which tenanted premises is most suitable for him. Guidance is sought from the case of ***Kanhaiya Lal Arya v. Mohd. Ehshan***, wherein it is held that:

> *'The law with regard to eviction of a tenant from the suit premises on the ground of bona fide need of the landlord is well settled. The need has to be a real one rather than a mere desire to get the premises vacated. The landlord is the best judge to decide which of his property should be vacated for satisfying his particular need. The tenant has no role in dictating as to which premises the landlord should get vacated for his need alleged in the suit for eviction.'*

25. Respondent has further stated that petitioner wants to get the premises evicted with an intention to harass and humiliate the respondent and to let out the same at a higher rent to someone else. The said apprehension is already taken care of by Section 19 of DRC Act which provides that if the requirement of landlord is not bona fide; he abuses the process of the court; obtains an order of eviction; and subsequently lets out the property or sells the same, tenant can apply for restitution under Section 19 of the DRC Act. Thus, the second and third ingredients also stand established."

(Emphasis supplied)

34. A perusal of the aforesaid portion of the Impugned Order makes

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it apparent that insofar as the relationship of landlord and tenant is concerned, there is absolutely no dispute. As recorded in Paragraph No. 17 of the Impugned Order, the Petitioner has not disputed that he is a tenant in the Subject Premises or that the Respondent is its owner, and has admitted the payment of rent to the Respondent. The only point which the Petitioner seeks to canvass by the aspect of *pagdi* is that, because a sum of Rs. 65,000/- was allegedly paid in the year 1988, the rent fixed was lower, and a sum of Rs. 400/- per month, instead of Rs. 1,141/-, was being paid. Nowhere has the Petitioner denied the relationship of landlord and tenant on this basis.

35. It is trite in law that, at this stage, the scrutiny that can be accorded by this Court can only be with respect to the three broad parameters that need to be established in matters of the present nature. The *first* relating to the landlord-tenant relationship, *second* relating to the *bona fide* requirement and *third* with respect to the alternate suitable accommodation.

36. Thus, even assuming for a moment that the plea relating to *pagdi* has not been specifically dealt with by the learned RC, the same would be of no avail to the Petitioner. The plea, even if accepted at its highest, goes only to the quantum of rent. It has no bearing upon the relationship of landlord and tenant, which stands admitted, or on the *bona fide* requirement of the Respondent and the availability of alternative accommodation.

37. Furthermore, Section 5(2)(a) of the DRC Act prohibits any person from claiming or receiving, in consideration of the grant, renewal or continuance of a tenancy, any sum by way of premium or *pagdi* in addition to the rent. The payment of *pagdi* being prohibited by the statute itself, the Petitioner cannot, on the premise of such

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alleged payment, assert any right to resist an eviction order passed on the ground of *bona fide* requirement. The DRC Act thus does not recognize the payment of *pagdi* as a lawful incident of a tenancy.

38. The plea with respect to *padgi*, therefore, does not give rise to any triable issue, and the learned RC cannot be faulted on this count.

39. As regards the contentions relating to the aspect of suitable alternative accommodation not being considered by the learned RC, this Court is unable to agree with it.

40. A perusal of Paragraph No. 23 of the Impugned Order reveals that the learned RC has specifically considered the alternative spaces suggested by the Petitioner, *namely*, the rear portion of the ground floor and the first and second floors of the building. The learned RC has found these spaces unsuitable for the requirement set up by the Respondent, having regard to the fact that the Tenanted Shop is situated on the front side of the building, with direct access from the main road, whereas the other spaces are either located at the rear or on the upper floors. The distinction drawn by the learned RC between the suitability of the Tenanted Shop and the alternative spaces suggested by the Petitioner is founded on the nature and location of the premises and cannot be said to suffer from any manifest infirmity warranting interference in the exercise of revisional jurisdiction.

41. Similarly, insofar as the availability of other shops in the same building, stated to be in the occupation of other tenants, is concerned, the learned RC has dealt with this objection in Paragraph No. 24 of the Impugned Order. Relying upon the settled principle that it is for the landlord to determine which of his premises would best serve his *bona fide* requirement, the learned RC has declined to accept the Petitioner's contention that the Respondent ought to seek eviction of

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the tenants occupying Shop Nos. 1, 3 and 4 instead. The choice of the premises from which the landlord seeks eviction cannot ordinarily be dictated by the tenant, so long as the requirement pleaded is *bona fide* and the premises sought are reasonably suited to such requirement. No infirmity is, therefore, discernible in the approach adopted by the learned RC in this regard.

42. The third objection urged by the Petitioner pertains to the apprehension that the Respondent intends to secure eviction of the Petitioner with the ulterior motive of subsequently re-letting the Tenanted Shop at a higher rate of rent. This aspect has also been expressly dealt with by the learned RC in Paragraph No. 25 of the Impugned Order, wherein recourse has been made to the statutory safeguard provided under Section 19 of the DRC Act. The said provision adequately addresses the contingency of a landlord obtaining possession on the ground of *bona fide* requirement and thereafter, without fulfilling such requirement, re-letting or otherwise dealing with the premises in a manner contrary to the statutory mandate. The apprehension so expressed, therefore, does not, by itself, furnish a ground to discredit the *bona fide* requirement pleaded by the Respondent or to resist the Eviction Order.

43. This Court, in light of the foregoing discussion, is of the considered view that the Petitioner, in substance, seeks a re-appreciation of the material on record so that a different conclusion may be reached. However, this Court, in exercise of its limited revisional jurisdiction under Section 25-B(8) of the DRC Act, cannot re-open the issue on facts or substitute its own view for that of the learned RC, in the absence of any error apparent on the face of the record, perversity or jurisdictional infirmity.

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44. In view of the foregoing discussion, this Court finds no such error apparent on the face of the record, perversity or jurisdictional infirmity in the Impugned Order warranting the interference of this Court in exercise of its revisional jurisdiction.

DECISION:

45. Accordingly, the present Petition, being *sans* merit is, dismissed.

46. The present Petition, along with pending Application(s), if any, stands disposed of in aforementioned terms.

HARISH VAIDYANATHAN SHANKAR, J

NOVEMBER 3, 2026/nd/DJ

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