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

% ***Judgment reserved on: 28.09.2026***
Judgment pronounced on: 06.11.2026

\# **CNR No. DLHC010840522024**

RC.REV. 349/2024 & CM APPL. 68354/2024 (Stay)

JITENDER KOCHAR .....Petitioner

Through: Mr. P.S. Bindra, Senior Advocate along with Mr. Gobind Malhotra, Mr. Lovish Sharma and Mr. Rehan Saifi, Advocates.

versus

JAGDISH CHAND JAIN (SINCE DECEASED) THROUGH LEGAL HEIR YOGESH JAIN .....Respondent

Through: Mr. Pravesh Thakur, Advocate.

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR

J U D G M E N T

HARISH VAIDYANATHAN SHANKAR, J.

1. The present Petition has been filed under the proviso to Section 25-B(8) of the **Delhi Rent Control Act, 1958** [1], assailing the **Order dated 20.08.2024** [2] passed by the **learned Additional Controller-cum-Additional Rent Controller, Shahdara District, Karkardooma Courts, Delhi**[3], in **RC ARC No. 153/2020**[4], titled *Jitender Kochar v. Jagdish Chand Jain (since deceased) through his*

[1] DRC Act
[2] Impugned Order
[3] learned ARC
[4] Eviction Petition

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son and legal heir Yogesh Jain, whereby the application filed by the Respondent seeking leave to defend the eviction petition was allowed.

BRIEF FACTS:

2. The Petitioner instituted the Eviction Petition seeking eviction of the Respondent from Shop No. 1, forming part of property bearing **old municipal No. IX/411/1 and new municipal No. IX/1392, situated at Shambhu Nath Building, Main Road, Gandhi Nagar, opposite Nehru Gali, Shahdara, Delhi-110031**[5]. The eviction was sought on the ground of *bona fide* requirement for the Petitioner's daughter-in-law, who, according to the Petitioner, intended to commence a business dealing in ladies' readymade garments and interior designing from the subject premises.

3. The Petitioner traced his claim to the subject premises through a chain of transactions originating from the erstwhile owners of the property. The Petitioner's case was that his son, Arjun Kochar, had acquired the subject property through a sale deed dated 18.02.2010, which inadvertently recorded the municipal property number as IX/1393 instead of IX/1392. According to the Petitioner, the discrepancy was subsequently rectified pursuant to an order dated 25.10.2019 passed in the rectification proceedings, followed by execution of a registered rectification deed dated 08.01.2020.

4. The petitioner further relied upon the subsequent documents executed in favour of Sunita and, thereafter, in his favour on 14.09.2010, in support of his claim as owner and landlord of the tenanted premises.

[5] subject premises

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5. The Respondent, in his application seeking leave to defend, disputed the existence of a landlord-tenant relationship between the parties and challenged the Petitioner's ownership and entitlement to seek eviction. He relied, *inter alia*, upon the discrepancy between the municipal property numbers reflected in the title documents, the alleged prior transfer of a share in the property, and the circumstances in which the rectification deed had been obtained.

6. The Respondent also referred to criminal proceedings arising out of allegations concerning the property transactions and contended that the Petitioner had not made a complete and consistent disclosure of the relevant facts. Further, he relied upon the discrepancy between the quantum of rent pleaded in the earlier civil proceedings and that stated in the present Eviction Petition, and asserted that alternative properties were available to the Petitioner's family.

7. The Petitioner controverted the aforesaid objections, maintaining that the discrepancy in the property number had been duly rectified, that the other properties referred to by the Respondent were either no longer available or were not suitable for the proposed business, and that the requirement pleaded in the Eviction Petition was *bona fide*.

8. Upon consideration of the rival pleadings and the material placed on record, the learned ARC found no *prima facie* merit in the Respondent's objections concerning the *bona fide* requirement and the availability of alternative accommodation.

9. However, the learned ARC considered the objections relating to the landlord-tenant relationship, the inconsistencies in the chain of title documents, the circumstances surrounding the rectification proceedings, the discrepancy in the pleaded quantum of rent, and the

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alleged non-disclosure of pending criminal proceedings to raise triable issues. Holding that the Respondent ought to be afforded an opportunity to establish his defence, the learned ARC allowed the application seeking leave to defend *vide* the Impugned Order.

10. Aggrieved by the grant of leave to defend, the Petitioner has instituted the present Petition, contending that the Impugned Order warrants interference in exercise of the revisional jurisdiction of this Court under the proviso to Section 25-B(8) of the DRC Act.

SUBMISSIONS ON BEHALF OF THE PETITIONER:

11. Learned senior counsel for the Petitioner would assail the Impugned Order, contending that the learned ARC failed to appreciate the documents placed on record in support of the Petitioner's claim to the tenanted premises.

12. Learned senior counsel would submit that the learned ARC, despite observing that the requirement of the Petitioner's daughter-in-law was reasonable and that no other suitable accommodation was available, erred in granting leave to defend on the ground that the Petitioner's title to the tenanted premises was under a cloud.

13. Learned senior counsel would further submit that the Petitioner has placed on record the registered sale deed, rectification deed and settlement deed, which, according to him, sufficiently establish his claim to the tenanted premises. It would be contended that the learned ARC exceeded the scope of proceedings under Section 14(1)(e) of the DRC Act by undertaking an enquiry into the validity of the title documents, particularly when the title objections had also been considered in the civil proceedings.

14. Learned senior counsel would submit that the Respondent did

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not challenge the registered rectification deed in the present eviction proceedings. He would contend that the proceedings referred to in paragraph no. 18 of the Impugned Order pertained to a separate eviction proceeding initiated by a tenant, Om Prakash, of a different shop, concerning the same property, which was pending simultaneously.

15. It would, therefore, be submitted that the learned ARC proceeded on an incorrect factual premise in holding that the rectification deed had been challenged and that evidence was required to establish the landlord-tenant relationship.

16. It would further be contended that the learned ARC failed to consider material documents, including the rent receipts and the Respondent's earlier stand regarding the applicability of the DRC Act and the rent payable.

17. On the aforesaid grounds, learned senior counsel submits that the objections raised by the Respondent did not warrant grant of leave to defend and that the Impugned Order, having failed to properly appreciate the documentary record and the limited scope of the proceedings, warrants interference by this Court.

SUBMISSIONS ON BEHALF OF THE RESPONDENT:

18. ***Per contra***, learned counsel for the Respondent would support the Impugned Order, submitting that the learned ARC has passed a detailed and reasoned order after duly considering the rival pleadings and the documents placed on record. It would be contended that the present Petition merely reiterates the grounds urged before the learned ARC and discloses no patent illegality, material irregularity or jurisdictional error warranting interference by this Court in the

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exercise of its limited revisional jurisdiction.

19. Learned counsel would submit that the disputes concerning the Petitioner's title, the discrepancy in the municipal numbers, the circumstances surrounding the rectification deed and the pending criminal proceedings raise *bona fide* triable issues. Reliance is placed upon the earlier civil proceedings and the alleged discrepancies in the description and area of the property to contend that the Petitioner's claim to the tenanted premises cannot be accepted without evidence.

20. It would further be submitted that the Respondent has consistently disputed the relationship of landlord and tenant with the Petitioner, while acknowledging the earlier tenancy under Amrik Singh Bhatia and the subsequent collection of rent by Avtar Singh Bhatia.

21. Learned counsel would further contend that the proceedings initiated by Om Prakash in respect of the same property, including the challenge to the rectification deed, form part of the circumstances relevant to the dispute and were rightly noticed by the learned ARC while assessing whether the Petitioner's claim required evidence.

22. It would be submitted that the mere assertion that the rectification deed was not independently challenged in the present eviction proceedings does not, by itself, resolve the underlying disputes concerning the Petitioner's claim to the premises.

23. Learned counsel would further contend that the grant of leave to defend is only a *prima facie* determination of whether triable issues arise and does not amount to a final adjudication of the parties' rights. It would be submitted that the Respondent is only required to disclose facts which, if established, may disentitle the Petitioner from obtaining eviction, and is not required to conclusively prove his

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defence at this stage.

24. Accordingly, learned counsel would submit that the Impugned Order neither suffers from any apparent error nor warrants interference in revisional jurisdiction, and that the Respondent ought to be afforded an opportunity to establish his defence at trial.

25. No other submissions were advanced on behalf of the parties.

ANALYSIS:

26. This Court has heard learned counsel appearing on behalf of the parties and, with their able assistance, perused the Impugned Order as also the material placed on record.

27. 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.

28. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in ***Sarla Ahuja v. United India Insurance Co. Ltd.***[6], ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[7], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[8], 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.

29. The aforesaid principles have also been reiterated and relied upon by Coordinate Benches of this Court, *inter alia*, in ***Pankaj***

[6] (1998) 8 SCC 119
[7] (2014) 9 SCC 78
[8] (2022) 6 SCC 30

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Pahwa v. Prem Wati & Ors.[9], and ***Sanjeev Hiranandani v. Sunny Grover***[10].

30. In ***Abid-Ul-Islam*** (supra), the Hon'ble Supreme Court, while elucidating the legislative intent 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 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."

31. In ***Pankaj Pahwa*** (supra), a Coordinate Bench of this Court, upon considering the principles enunciated in ***Abid-Ul-Islam*** (supra),

[9] 2024:DHC:9322
[10] 2025:DHC:11285

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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.

32. 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.

33. Further, it is also necessary to bear in mind the principles governing the consideration of an eviction petition filed under Section 14(1)(e), read with Section 25B of the DRC Act. The landlord is required to establish the essential ingredients of the provision, *namely*, the existence of the landlord–tenant relationship, the *bona fide* requirement of the premises for the landlord or a dependent family member, and the absence of other reasonably suitable accommodation.

34. At the stage of considering an application for leave to defend,

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however, the learned ARC is required to examine whether the grounds disclosed by the tenant raise such triable issues as would warrant an opportunity to contest the eviction petition.

35. The principles governing the grant of leave to defend stand settled by the Hon'ble Supreme Court in ***Precision Steel & Engineering Works v. Prem Deva Niranjan Deva Tayal*** [11], and ***Abid-Ul-Islam*** (supra). Accordingly, the defence disclosed by the tenant is required to be examined to determine whether it raises a substantial issue requiring adjudication. The tenant is not required to establish the defence conclusively at this stage; equally, a merely sham or illusory defence would not suffice to warrant leave.

36. In the light of the aforesaid settled principles, this Court proceeds to examine the Impugned Order and the reasons recorded by the learned ARC while allowing the Respondent's application seeking leave to defend. The relevant observations of the learned ARC, which form the basis of the Impugned Order, are extracted hereinbelow:

> "16.The only limb of objection which remains taken by the respondent *qua* there being no landlord-tenant relationship between the parties, and that the petitioner having not come to the Court with clean hands impugning its bonafides, is found to be credible. It has been averred that as tenant the respondent used to pay rent to Amrik Singh and, after his death, had paid rent to his brother Avtar Singh. After him, however, it is claimed that the petitioner cannot be stated to be the owner as he had purchased, if at all, a separate unit bearing no. 1393 and not 1392, which has been surreptitiously now claimed to be property no. 1392. Instead, it is averred that Amrik Singh had a wife as well and the averment of the petitioner that he died as a bachelor was not correct. Finally, the respondent has also pointed out that the documents filed by the petitioner himself belie his claims, as in the sale deed dated 09.06.2004 it has been mentioned that Surender Singh Bhatia had already sold off his share to Avtar Singh, and despite the same, subsequently Surender Singh Bhatia allegedly sold the tenanted premises along with Avtar Singh to Arjun Kochar, which patently looks erroneous. The

[11] (1982) 3 SCC 270

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respondent has also stated that the rectification deed executed by the petitioner was through a wrong and circuitous route, which is under challenge already through separate suit proceedings already underway. Not only that, the respondent has also claimed that in the guise of rectifying the previous sale deed, the petitioner also added other material particulars such as substituting two shops in place of one in the deed and also seeking to amend the area of the tenanted premises therein. It is therefore contended that the myriad documents executed by the petitioner are *prima facie* not in order and the respondent must be allowed leave to establish that they do not create a landlord-tenant relationship between the parties. On the other hand, the petitioner has averred that the rectification of the sale deed has been done in pursuance of court orders and no fault could be found with the same. Having considered the rival contentions on both sides of the aisle as it were, this Court is of the view that the petitioner's claims, though appearing to be correct on the surface, nevertheless require deeper scrutiny, for which the respondent must be given an opportunity to lead evidence. It is true that in cases of the present kind, i.e. eviction petitions under the DRC Act, the landlord is not required to prove his title *qua* the tenanted premises as in a title suit and, instead, he is only to show a better title *vis-a-vis* the tenant. Having said so, however, in petitions where a tenant/respondent does not admit to the landlord-tenant relationship between the parties, shows that no rent was ever paid to the petitioner or any of his associates, and also shows gaps in the documents filed by the petitioner himself based upon which a claim of landlord-ship is made by him, the Court cannot simply brush aside such averments altogether citing a lower standard of scrutiny. What is implied by the landlord being required to show only a better title in proceedings such as the one under consideration is limited to the extent that no formal issues can be framed or evidence led regarding such an aspect for the purposes of establishing ownership of the landlord if, *prima facie*, based upon the documents filed on record, the Court can form an opinion that the landlord has a better claim of being regarded as such. If the documents on which a petitioner relies, which *prima facie* show that he is the landlord, are found to be in order, the Court need not go further to delve deep into the nitty-gritty of other aspects. That level of standard of scrutiny, however, cannot *ipso facto* be applied even in a scenario where inconsistencies in the title documents filed by the petitioner himself are shown which *prima facie* raise doubts. That is to say, if the documents being relied upon by the petitioner himself, which are being used to assert landlord-ship, do not add up and indicate towards something more than what meets the eye, the claim of the tenant/respondent that the petitioner is not the landlord cannot be summarily dismissed on the pretext that the standard of proof required in eviction petitions of the present kind is lower. Putting it differently, if the tenant/respondent explicitly denies the

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landlord-tenant relationship between him and the petitioner and, to bring home that very argument, he shows deficiencies in the petitioner's documents themselves which ostensibly cannot be ignored, he can be said to have raised a triable issue *qua* the very existence of the landlord-tenant relationship. In the present case, it is seen that the petitioner is relying upon the document dated 18.02.2010, being a sale deed executed by Surender Singh Bhatia and Jagjeet Singh in favour of Arjun Kochar, son of the petitioner, *qua* the tenanted premises, through whom subsequently the petitioner came to become the owner later through one Sunita, to whom the son of the petitioner had sold the property first. In the relinquishment deed, document dated 16.06.2008, however, it is seen that it is explicitly mentioned that Surender Singh Bhatia had already sold his share previously in favour of his uncle Avtar Singh vide sale deed dated 09.06.2004 (mentioned at page no. 2 in the said document dated 16.06.2008). If that be so, how and under what circumstances could thereafter the same very person, i.e. Surender Singh Bhatia, who had sold his share to Avtar Singh, execute subsequently another document dated 18.02.2010, the sale deed, to sell the tenanted premises along with Jagjeet Singh to the son of the petitioner. Ld. Counsel for the respondent has stated that it is the *modus operandi* of the petitioner and his associates that one after the other they enter into such sham transactions to defraud unsuspecting buyers, with the ultimate objective of evicting tenants therefrom. In view of the same, such contentions on part of the respondent showing gaps in the above said document are indeed grave *ex facie*. This is so since, if the said document itself is shown to be improper, the subsequent obtaining of title/landlord-ship by the petitioner also comes under a cloud, which is the case of the respondent as well. In the counter affidavit filed by the petitioner, where all sorts of arguments have been made on each of the averments of the respondent, there is not even a whisper regarding this at all and no cogent explanation has been offered in this behalf to clear the air as it were. Considering the same, such a contention on part of the respondent does muddy the waters with respect to the claim of the petitioner as to him stepping into the shoes of the owner/landlord subsequently. At the cost of repetition, it is reiterated, as not being lost on the Court, that even defective title of a landlord may not come in the way of him obtaining a favourable eviction order in suitable circumstances of the kind where, say, rent is being paid to a petitioner by the respondent notwithstanding any objection to his capacity of being as such. The inherent logic of such a scenario is not hard to postulate that a tenant/respondent cannot be allowed to run with the hare and hunt with the hounds and state that though he would pay rent to the landlord, he would still not admit to his landlord-ship/ownership [or] object to his title. The two arguments evidently would be self-destructive and not conciliatory. The present case, however, presents a completely

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different scenario. It is seen that here the tenant/respondent has not only vehemently denied the landlord-tenant relationship, but has also asserted that he never paid any rent to the petitioner either, him not having ever become the rightful owner of the tenanted premises. Instead, the tenant/respondent is seen to have stated that after the death of Amrik Singh, he was survived by his wife and was not a bachelor, as claimed by the petitioner. Further, it has been stressed that in fact the petitioner had purchased a separate property 1393, which was falsely sought to be represented as 1392 but was not so, leading to criminal cases and FIRs being registered against the petitioner. Not only that, it is also alleged that the petitioner, in cahoots with the officials at the SDM Office concerned, got a rectification deed registered subsequently by misleading the Court as well regarding the background facts and obtaining a favourable order. That order is admittedly under challenge vide separate suit proceedings pending with the appellate court, where initially the petitioner was once directed not to deal with the tenanted premises till disposal of the said proceedings. The Hon'ble HC, however, though allowed the petitioner to carry on with the present proceedings irrespective of the order of the appellate court, but it is observed that the appeal proceedings themselves were also allowed to continue, which assailed the validity of the manner in which the rectification deed came to be executed.

17.In fact, the precarious nature of the entire scheme of things is further aggravated by the fact that even with regard to the area of the tenanted premises, there is ambiguity as shown by the respondent. It is averred that though in the proceedings undertaken by the petitioner for rectification *vis-à-vis* the correct property no., he also proposed to get corrected the number of shops as being two from one and the area of the tenanted premises, sought to be got corrected to 29 sq. yds. from 29 and 1/3 sq. yds. It is stated that though the property no. and the no. of shops indeed came to be corrected by execution of the rectification deed, the area didn't, and the rectification deed, as corrected, also contained the original area of 29 and 1/3 sq. yds. only, instead of the desired 29 sq. yds. This in itself again raises more questions than answers in as far as there being a disjunction in the path that the petitioner had set out for himself and what he ultimately achieved by instituting proceedings for rectification.

18.Given the sequence of events, therefore, and the nature of claims taken by the respondent, the fact that he has pointed out inaccuracies in the documents filed by the petitioner himself and also assailed the rectification deed got executed by the petitioner by filing formal proceedings in Court, this Court has enough material on record which *prima facie* indicates that evidence is required to be led for the purposes of establishing a proper landlord-tenant relationship between the parties *qua* the tenanted premises, and it

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cannot be simply presumed at this stage from the averments and counter averments.

19.Even on the aspect of the requirement of the petitioner being accompanied with bonafides, the case of the petitioner appears to be on a rather weak wicket, so to say. Fair disclosure forms one important part of showing bonafides. It is seen that though the petitioner disclosed in the eviction petition that he had filed a suit for recovery of possession previously against the respondent, which came to be later dismissed on rejection of his plaint, primarily on the ground of mismatch between the numbers of the property purchased being 1393 as against the one sought to be vacated herein bearing no. 1392, full disclosure that criminal proceedings with regard to two separate FIRs, which were lodged against the petitioner and were pending for the offences of cheating and forgery, was not quite made. Even further, it is also observed that in the said suit proceedings, the petitioner herein had claimed that the respondent was a tenant liable to pay an amount far in excess of what has been claimed subsequently vide the present petition, i.e. miraculously now; upon rejection of the plaint previously, the petitioner did a somersault and now claimed that the respondent is liable to pay a rent of Rs. 200/- per month only, bringing its case within the purview of the rent law. The reasoning offered for such a turnaround was that the petitioner was given wrong legal advice. Such reasoning does not convince the Court, since wrong legal advice can pertain to availing the wrong remedy in a wrong manner, but the buck with regard to factual inaccuracies/manipulation with regard to the facts of a case, the knowledge of which is directly attributable to the respective party itself, stops with the petitioner only. It cannot be believed that the petitioner, despite knowing fully well as to what amount of rent was liable to be paid by the respondent, chose to state exactly a different amount in the pleadings formally filed in a Court of law. And very conveniently now, the petitioner has again made a u-turn and stated another amount liable to be paid by the respondent as rent, presumably to bring the present proceedings within the jurisdiction of the Court. The entire conspectus of things appears suspect. Either the petitioner was stating the truth previously or now and, in any case, therefore, he has misled/is now misleading the Court, both equally damning. In view of the same, opportunity in this regard to come clean with the correct picture is required to be afforded, for which the leave application of the respondent does indeed merit favourable consideration for testing the claims of either side properly during trial.

20.Individually and collectively, therefore, on account of the doubt raised over the landlord-tenant relationship between the parties, the suspect nature of averments of the petitioner now and before being in contradistinction with each other (specifically with regard to the quantum of rent), outrightly concealing the factum of criminal

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> proceedings pending, showing lack of bonafides, and the inability to explain deficiency in one's own title documents, this Court is of the view that a *prima facie* case has been established by the respondent for allowing him opportunity to be given leave to defend. The authorities relied upon by both the sides outline the principles governing the circumstances under which an application of the present kind may or may not be allowed. The facts of such cases, however, work to the disadvantage of the petitioner when tested against such principles and, as such, therefore, such authorities do not come to his aide.
> 21.In view of the above, the application is allowed in above mentioned terms"

37. A perusal of the Impugned Order reveals that the learned ARC considered the rival submissions and the material placed on record. The learned ARC first dealt with the objections concerning the *bona fide* requirement of the Petitioner's daughter-in-law and the availability of alternative accommodation, and found no *prima facie* ground to doubt the requirement pleaded in the Eviction Petition. There is no challenge to that finding before this Court, and the same does not, therefore, call for examination in the present proceedings.

38. The principal controversy which weighed with the learned ARC concerned the existence of the landlord–tenant relationship between the parties and the Petitioner's entitlement to seek eviction from the subject premises. The grounds urged on behalf of the Petitioner in this regard are considered hereinafter.

39. The first contention of learned senior counsel for the Petitioner is that the learned ARC exceeded the scope of proceedings under Section 14(1)(e) of the DRC Act by undertaking an enquiry into the validity of the Petitioner's title documents. A perusal of the Impugned Order, however, does not support this contention. The learned ARC has expressly recognised, in paragraph no.16 thereof, that in proceedings of the present nature, a landlord is not required to

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establish title in the same manner as in a civil suit for declaration of ownership, but is required to demonstrate a better title vis-a-vis the tenant.

40. The learned ARC has not returned any final finding on the validity of the Petitioner's title. Rather, the conclusion is that where the tenant specifically disputes the landlord–tenant relationship and points to inconsistencies in the very documents relied upon by the landlord, the issue may warrant adjudication through evidence.

41. The distinction is material. While the summary procedure under Section 25B of the DRC Act does not contemplate a full-fledged adjudication of title, the requirement of establishing a landlord–tenant relationship remains an essential ingredient of an eviction petition under Section 14(1)(e). Where the denial of such relationship is accompanied by specific objections founded upon the landlord's own documents, the learned ARC cannot be said to have exceeded its jurisdiction merely by examining whether those objections disclose a triable issue. This Court, therefore, finds no error in the approach adopted by the learned ARC in this regard.

42. Learned senior counsel next contends that the learned ARC proceeded on an incorrect factual premise in observing that the Respondent had challenged the registered rectification deed by initiating formal proceedings before a court of law. It is submitted that the proceedings noticed in paragraph no. 18 of the Impugned Order were instituted by one Om Prakash, in respect of another shop in the same property, and not by the Respondent, who has not challenged the rectification deed in the present proceedings.

43. It is noted that paragraph no. 18 of the Impugned Order does record that the Respondent had "also assailed the rectification deed

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got executed by the petitioner by filing formal proceedings in Court". The Petitioner's contention, in this regard, is that the proceedings referred to by the learned ARC were distinct from the present eviction proceedings. Even if the observation is understood in the manner suggested by the Petitioner, this Court is unable to find that the same, by itself, vitiates the Impugned Order.

44. The absence of an independent challenge to the rectification deed by the Respondent in the present proceedings would not, by itself, resolve the underlying dispute concerning the Petitioner's claim to the subject premises. The Respondent has independently questioned the circumstances in which the rectification deed came to be executed, as well as the particulars relating to the number of shops and the area of the premises. These objections form part of the defence considered by the learned ARC and are distinct from the question as to whether the Respondent himself instituted separate proceedings challenging the deed.

45. In any event, the conclusion reached by the learned ARC does not rest solely upon the alleged challenge to the rectification deed. The Impugned Order identifies other discrepancies in the chain of title and in the documents relied upon by the Petitioner, which were considered relevant to the question of whether the landlord–tenant relationship could be presumed at the stage of leave to defend.

46. Consequently, even if the Petitioner's objection to the particular observation in paragraph no. 18 is accepted, it would not, by itself, displace the other reasons recorded by the learned ARC for granting leave to defend.

47. The next aspect concerns the discrepancy in the chain of title documents relied upon by the Petitioner. The learned ARC has

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referred to the recital in the document dated 16.06.2008, recording that Surender Singh Bhatia had previously transferred his share in favour of Avtar Singh Bhatia through a sale deed dated 09.06.2004. The learned ARC juxtaposed this recital with the subsequent sale deed dated 18.02.2010 executed by Surender Singh Bhatia and Jagjeet Singh Bhatia in favour of the Petitioner's son, Arjun Kochar, and observed that the apparent inconsistency had not been satisfactorily explained in the Petitioner's counter affidavit.

48. The Petitioner relies upon the subsequent rectification deed and the other documents in the chain of transactions to establish his claim to the subject premises. However, at the stage of considering leave to defend, the question is not whether the Petitioner's explanation will ultimately succeed, but whether the discrepancy noticed by the learned ARC is such as to warrant an opportunity to the Respondent to establish his defence.

49. Accordingly, the inconsistency identified by the learned ARC arises from the documents relied upon by the Petitioner himself and concerns the manner in which the Petitioner's predecessor-in-interest is stated to have derived rights in the subject property. In these circumstances, the learned ARC cannot be said to have acted beyond its jurisdiction in considering the said discrepancy while assessing whether a triable issue arose concerning the landlord–tenant relationship.

50. Further, the Petitioner has also relied upon the order dated 25.10.2019 passed in the rectification proceedings and the registered rectification deed dated 08.01.2020, contending that the discrepancy in the municipal number stood duly corrected. The said documents are undoubtedly relevant to the Petitioner's case. However, the order

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dated 25.10.2019 was passed in proceedings instituted by the Petitioner against the erstwhile owners for rectification of the sale deed. The effect of that order upon the objections raised by the Respondent, who was not a party to those proceedings, cannot be presumed to conclude every issue arising in the present eviction petition.

51. The learned ARC has also noticed objections concerning the area and number of shops described in the documents. The effect of the rectification deed, when considered alongside these objections, is a matter which must be assessed in the context of the material available on record. This Court is not required, in the exercise of its revisional jurisdiction, to return a final finding on the validity or effect of the said documents.

52. It is further contended on behalf of the Petitioner that the learned ARC failed to give due consideration to the rent receipts and the Respondent's earlier stand concerning the applicability of the DRC Act and the quantum of rent payable. The Respondent's case, as recorded in the Impugned Order, is that he was originally a tenant under Amrik Singh Bhatia and thereafter paid rent to Avtar Singh Bhatia, but never paid rent to the Petitioner. The Petitioner, on the other hand, relies upon the documentary record and the Respondent's earlier pleadings to support his claim.

53. The learned ARC has not overlooked the principle that a tenant who has paid rent to a person may, in appropriate circumstances, be precluded from subsequently disputing that person's status as landlord. The learned ARC has, however, distinguished the present case on the ground that the Respondent disputes both the relationship with the Petitioner and the payment of rent to him.

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54. In view of the specific denial and the accompanying objections to the Petitioner's documents, the evidentiary effect of the rent receipts and the Respondent's earlier stand cannot be determined in isolation. These are matters which may be tested on the basis of the evidence led by the parties. This Court, therefore, finds no ground to interfere with the reasoning adopted by the learned ARC on this aspect.

55. The learned ARC has also taken note of the discrepancy between the quantum of rent claimed by the Petitioner in the earlier civil proceedings and that pleaded in the present Eviction Petition. The Impugned Order records that the Petitioner had earlier claimed a substantially higher amount, whereas the present proceedings proceed on the basis of rent of Rs. 200/- per month. The explanation offered by the Petitioner, as recorded by the learned ARC, was that the earlier proceedings had been instituted on incorrect legal advice. The learned ARC did not find this explanation satisfactory and considered the inconsistency relevant to the assessment of the Petitioner's pleadings.

56. A variation in the quantum of rent pleaded in different proceedings would not, by itself, necessarily warrant grant of leave to defend. However, where the inconsistency relates to a material factual assertion made in judicial proceedings, the learned ARC was entitled to consider the explanation offered in determining whether the Respondent had disclosed a defence requiring adjudication. The sufficiency of the explanation and the effect of the earlier pleadings are matters which may ultimately be assessed on evidence. At this stage, this Court is not called upon to determine which of the rival versions is correct.

57. With regard to the criminal proceedings arising out of

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allegations concerning the property transactions, the learned ARC has referred to the Respondent's contention that the relevant facts had not been fully disclosed by the Petitioner. The mere registration of an FIR or pendency of criminal proceedings cannot, by itself, establish that the Petitioner's claim to the premises is invalid or that the Eviction Petition is *mala fide*. Their relevance must be assessed in the context of the allegations and their connection with the documents relied upon by the Petitioner.

58. In the present case, however, the learned ARC has considered this aspect alongside the discrepancies in the title documents and the inconsistency in the pleaded quantum of rent. The observations in the Impugned Order must be understood in that context and cannot be construed as a finding on the merits of the criminal allegations.

59. Learned senior counsel has also contended that, having found the *bona fide* requirement of the Petitioner's daughter-in-law to be reasonable and the absence of suitable alternative accommodation to be established, the learned ARC ought not to have granted leave to defend. This submission proceeds on a conflation of distinct ingredients of Section 14(1)(e) of the DRC Act. The requirements of the provision are conjunctive, and a *prima facie* finding in favour of the landlord on the question of *bona fide* requirement and alternative accommodation does not dispense with the requirement of establishing the landlord–tenant relationship. If a *bona fide* triable issue arises in respect of that essential ingredient, leave to defend may be granted notwithstanding that the other ingredients have not been found to be in dispute.

60. The Impugned Order, when read as a whole, demonstrates that the learned ARC did not grant leave to defend merely on the basis of a

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bald denial by the Respondent. The objections concerning the chain of title, the discrepancy in the municipal numbers, the circumstances surrounding the rectification deed, the denial of the landlord–tenant relationship and the inconsistency in the pleaded quantum of rent have been considered against the documents and pleadings relied upon by the parties.

61. The learned ARC has furnished reasons for concluding that the defence disclosed by the Respondent was not wholly sham or illusory and that an opportunity to establish the same ought to be afforded.

62. The fact that the Petitioner relies upon registered documents and maintains that the discrepancy in the municipal number stands rectified does not, by itself, render the grant of leave to defend unsustainable.

63. The question before this Court is not whether the Petitioner's explanation must ultimately prevail, but whether the learned ARC committed an error warranting interference in holding that the Respondent had raised triable issues. In the absence of a demonstrable jurisdictional error, manifest illegality, material irregularity or perversity in the decision-making process, this Court would not be justified in substituting its own assessment merely because the Petitioner advances a different interpretation of the documents on record.

64. It must also be emphasised that the grant of leave to defend does not amount to a final determination of the parties' rights. The Respondent has been afforded an opportunity to establish the defence disclosed in his application, while the Petitioner remains at liberty to establish the case pleaded in the Eviction Petition.

65. The questions concerning the landlord-tenant relationship, the

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effect of the rectification proceedings and the evidentiary value of the documents relied upon by the parties remain open for adjudication in accordance with law before the learned ARC. Any conclusive expression of opinion on these issues at this stage would be premature.

66. In view of the foregoing discussion, this Court finds that the Impugned Order reflects due consideration of the rival pleadings, the material placed on record and the principles governing the grant of leave to defend under Section 25B of the DRC Act.

67. No error in the decision-making process has been demonstrated which would warrant interference under the proviso to Section 25B(8) of the DRC Act. The grounds urged by the Petitioner essentially seek a reappreciation of the material and substitution of a different conclusion, which is impermissible in the limited revisional jurisdiction exercised by this Court.

CONCLUSION:

68. Accordingly, the present Petition, along with pending Application(s), if any, stands dismissed.

69. It is clarified that the observations made herein are confined to the examination of the Impugned Order within the limited scope of revisional jurisdiction and shall not be construed as an expression of opinion on the final merits of the rival claims or defences.

70. The learned ARC shall adjudicate the Eviction Petition uninfluenced by any observations made in the present Judgment.

71. No Order as to Costs.

HARISH VAIDYANATHAN SHANKAR, J.

NOVEMBER 6, 2026/jk

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