



2026:DHC:7632



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 08.09.2026**# **CNR No. DLHC010422422026**

+ RC.REV. 331/2026, CM APPL. 60553/2026 (Ex. From filing certified copy of the annexures), CM APPL. 60554/2026 (Addl.Doc) & CM APPL. 60555/2026 (Stay)

PINKY AGGARWAL & ANR.Petitioners

Through: Mr. Suryansh Vashisth and Mr.
Krishna Uperati, Advocates.

versus

ANUJ JAINRespondent

Through: None.

CORAM:**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**% **JUDGEMENT (Oral)**

1. The present Petition has been filed under Section 25-B (8) of the **Delhi Rent Control Act, 1958**¹, seeking setting aside of the **Judgment dated 04.06.2026**² passed by the **learned Additional Rent Controller-02, (Central), Tis Hazari Courts, Delhi**³.

2. Learned counsel appearing on behalf of the Petitioners seeks to impugn the Judgment on two limited grounds. *Firstly*, he would submit that there was no landlord-tenant relationship. He would submit that, in fact, the original eviction petition was based on false and fabricated rent receipts.

¹ DRC Act

² Impugned Judgment

³ Learned ARC



3. Furthermore, learned counsel for the Petitioner would submit that the Respondent has more than adequate and suitable alternative accommodation available and, therefore, the requirement pleaded in respect of the subject premises cannot be said to be *bona fide*. It would be contended that the learned ARC has failed to appreciate the availability and suitability of such alternate accommodation and has consequently erred in rejecting the application seeking leave to defend and in passing the Eviction Order against the Petitioner.

ANALYSIS:

4. This Court has heard learned counsel appearing on behalf of the Petitioners at length, and, with his able assistance, perused the relevant documents as also the Impugned Judgment.

5. 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.

6. The contours of the aforesaid jurisdiction are well settled. The Hon'ble **Supreme Court**, in ***Sarla Ahuja v. United India Insurance Co. Ltd.***⁴, ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***⁵, and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***⁶, 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.

7. The aforesaid principles have also been reiterated and relied

⁴ (1998) 8 SCC 119

⁵ (2014) 9 SCC 78

⁶ (2022) 6 SCC 30



upon by Coordinate Benches of this Court, *inter alia*, in **Pankaj Pahwa v. Prem Wati & Ors.**⁷, and **Sanjeev Hiranandani v. Sunny Grover**⁸.

8. 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 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.”

9. 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

⁷ 2024:DHC:9322

⁸ 2025:DHC:11285



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.

10. 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 Judgment 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.

11. 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 Judgment are required to be examined.

12. This Court, upon a perusal of the Impugned Judgement, is of the considered opinion that with respect to the first contention relating to the absence of a landlord-tenant relationship, the learned ARC has given her thoughtful consideration in the following manner:-



“I. Ownership of the petitioner over the tenanted premises as well as existence of landlord-tenant relationship between the petitioner and the respondents.

12. Before going into facts, it is important to discuss the law regarding concept of ‘ownership’ under the DRC Act which is different from the title suit under CPC. In case titled as **Jiwan Lal Vs. Gurdial Kaur & Ors. 1995 RLR 162** a Bench of Hon’ble High Court of Delhi while dealing with the concept of ownership in a pending eviction petition under Section 14(1)(e) of the DRC Act had noted as follows: -

"There is a tendency on the part of tenants to deny ownership in cases under Section 14(1)(e). To test the substance of such a plea on the part of the tenants the Courts have insisted that they should state who else is the owner of the premises if not the petitioner. In the present case it is not said as to who else is the owner. Further these cases under Section 14(1)(e) are not title cases involving disputes of title to the property. Ownership is not to be proved in absolute terms. The respondent does not claim the owner of the premises."

13. In **Ramesh Chand vs. Uganti Devi, 157 (2009) DLT 450**, this Court has specifically held that: -

"It is settled preposition of law that in order to consider the concept of ownership under Delhi Rent Control Act, the Court has to see the title and right of the landlord qua the tenant. The only thing to be seen by the Court is that the landlord had been receiving rent for his own benefit and not for and on behalf of someone else. If the landlord was receiving rent for himself and not on behalf of someone else, he is to be considered as the owner, howsoever imperfect his title over the premises may be. The imperfectness of the title of the premises cannot stand in the way of an eviction petition under Section 14 (1) (e) of the D.R.C. Act, neither the tenant can be allowed to raise the plea of imperfect title or title not vesting in the landlord and that too when the tenant has been paying rent to the landlord. Section 116 of the Evidence Act creates estoppel against such tenant. A tenant can challenge the title of landlord only after vacating the premises and not when he is occupying the premises. In fact, such a tenant who denies the title of the landlord, qua the premises, to whom he is paying rent, acts dishonestly. I, therefore, find that there was no infirmity in the order of learned ARC in this respect".



14. Now reverting to facts of the instant petition, the case of petitioner in brief is that petitioner is the owner and landlord of said premises, i.e. property bearing no.867-871/XIV, Qutub Road, Sadar Bazar, Delhi-110006, as petitioner it from its previous owner namely, Smt. Naveeda by virtue of registered sale deeds dated 15.02.2020. It is further submitted by petitioner that initially Sh. Haji Abdul Majid was the owner of the said premises. Later Sh. Haji Abdul Majid gifted said property to his wife namely, Smt. Zareena Begum, by the virtue of gift deed dated 22.04.1975. The said Smt. Zarina Begum expired on 27.04.2018 leaving behind a Will dated 28.11.2017 in favour of her daughter and only legal heir namely, Smt. Naveeda from whom the petitioner has purchased the said premises.

15. It is further submitted that after the purchase of the said premises by the petitioner from Smt. Naveeda, the tenants in occupation of the different parts of the said premises were also notified of the said purchase by the petitioner.

16. In support of his contentions, Petitioner has placed on record a site plan, copy of sale deed dated 14.02.2020 executed by Smt. Naveeda in favor 58 of petitioner herein qua said premises, i.e. property bearing no.867- 871/XIV, Qutub Road, Sadar Bazar, Delhi-110006; copy of death certificate of Smt. Zarina Begum; copy of Will of Smt. Zarina Begum dated 28.11.2017 and copy of gift deed of Haji Abdul Majid dated 22.04.1975.

17. It is further argued on behalf of petitioner that respondents have lastly paid the rent of the tenanted premises i.e. one shop at ground floor bearing no.870 for the period 01.09.2019 to 31.12.2019 @ Rs. 121/- per month, first floor bearing no.871 for the period 01.09.2019 to 31.12.2019 @ Rs. 324.50 per month, one shop at second floor bearing no. 871A for the period 01.09.2019 to 31.12.2019 @ Rs. 145.80 per month to previous owner Smt. Naveeda D/o Zareena Begum. To prove the same, petitioner has relied upon copy of rent receipts issued in the name of Sh. Satprakash.

18. On the other hand, though respondents have challenged the ownership/landlordship of petitioner herein. However, it is observed that respondents have categorically submitted in leave to defend that the property in question was given to late Sh. Satya Prakash by Sh. Abdul Majid in the year 1970 and after the death of Sh. Satya Prakash, his son's wife and daughter became tenants. Hence, it is not in dispute that respondents herein are the successors-in-interest of original tenant namely, late Sh. Satyaprakash. Hence, respondents herein, after death of Sh. Satya Prakash, have inherited tenancy by operation of law.

19. It is argued on behalf of respondents that other legal heirs of Sh. Satya Prakash i.e. Pawan Kumar and Arun Kumar are still alive and they have not been impleaded as parties in present petition by petitioner and hence petition is not maintainable.



20. However, the argument of respondents that present petition is bad of nonjoinder of other legal heirs of late Sh. Satyaprakash, is devoid of any merit as the Hon'ble Apex Court in case titled 'Mohd. Usman Vs. Surayya Begum', 199 (3) Delhi Lawyer 163 and in Kanji Manji Vs. Trustees of Port of Bombay, AIR 1963 SC 498 held that:

"On the death of a tenant, the legal heirs inherits the tenancy rights as joint tenants and not as tenants in common. In joint tenancy two or more tenants take identical interests simultaneously with each other. The joint tenancy differs from tenancy in commons. In joint tenancy, incidents of tenancy are the same as those enjoyed by original tenant and if one of the legal heirs is not made a party, the other legal heirs who are joint tenants represents the tenancy."

21. Further, the grey area, if there was any, in respect of representation by legal heirs of deceased tenant and their impleadment was put to rest by Hon'ble Supreme Court of India in Suresh Kumar Kohli Vs. Rakesh Jain (Civil Appeal No. 3996 of 2018 decided on 19.04.2018) wherein it has been held as under: -

"20) We are of the view that in the light of H.C. Pandey (supra), the situation is very clear that when original tenant dies, the legal heirs inherit the tenancy as joint tenants and occupation of one of the tenant is occupation of all the joint tenants. It is not necessary for landlord to implead all legal heirs of the deceased tenant, whether they are occupying the property or not. It is sufficient for the landlord to implead either of those persons who are occupying the property, as party. There may be a case where landlord is not aware of all the legal heirs of deceased tenant and impleading only those heirs who are in occupation of the property is sufficient for the purpose of filing of eviction petition. An eviction petition against one of the joint tenants is sufficient against all the joint tenants and all joint tenants are bound by the order of the Rent Controller as joint tenancy is one tenancy and is not a tenancy split into different legal heirs. Thus, the plea of the tenants on this count must fail."

22. Hence, present petition filed against few of the legal heirs of late Sh. Satyaprakash cannot be said to be non-maintainable.

23. Another contention of respondents is that alleged adoption and Will executed by Smt. Zarina Begum is not valid and enforceable. It is argued that it is settled Muslim Law that no person can bequeath more than 1/3rdshare of his/her estate to any particular person without the written consent of his other legal heirs. Hence,



Will executed by Ms. Zarina Begum is not valid and not enforceable and Ms. Naveeda has got no right or title in the suit property. It is further averred that Ms. Jameela, who was the sister of Zareena Begum, claimed herself to be the owner of suit property being her real sister and she also claimed that she became the owner by virtue of Will executed by late Zareena Begum in her favor.

24. It is observed that once the respondents have admitted their status as that of tenants in suit property, they are estopped from challenging the legality and validity of title/ownership of erstwhile owner. Reliance is placed upon Section 116 of Indian Evidence Act, lays down as under: -

“116. Estoppel of tenant; and of licensee of person in possession.—No tenant of immovable property, or person claiming through such tenant, shall, during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immovable property; and no person who came upon any immovable property by the licence of the person in possession thereof, shall be permitted to deny that such person had a title to such possession at the time when such licence was given.”

25. It is trite that once a tenant is always a tenant. Moreover, tenants cannot question the legality of alleged adoption and Will relied upon by petitioner as same cannot be decided by the Rent Controller. Further 62eviction proceedings initiated by person namely Jameela does not confer any title in her favor and moreover admittedly, said eviction petition no.201/2021 has been dismissed as withdrawn. Further petitioner has registered sale deed in his favor and on the other hand, averments of respondents are all bald and vague. Moreover, as discussed above, it is well-settled that for the purpose of seeking eviction, the landlord was only required to show that he was enjoying rights in respect of the subject premises and held better title than the tenant. In fact, vesting of absolute ownership is not a pre-requisite for adjudication of an Eviction Petition under Section 14(1)(e) of the DRC Act. The landlord's ownership is good against the world except the true owner. Further reliance is placed upon the case titled as **Smt. Shanti Sharma & Ors. Vs Smt. Ved Prabha & Ors 1987 AIR 2028**, wherein the Hon'ble Supreme Court observed: -

“That the meaning of term 'owner' is vis a vis the tenant i.e. the owner should be something more than the tenant.”

14.It is also well settled that the petitioner should be something more than the tenant and the petitioner need not prove his ownership in absolute terms. It is sufficient for the petitioner to prove or to show that he is something



more than a tenant.

26. Hence, in the present facts and circumstances, petitioner has been able to show better title than that of respondents qua suit property at least for the purpose of section 14(1)(e) of DRC Act.

27. Respondents have further argued that alleged rent receipts filed by the petitioner along with the petition are forged and fabricated as name of tenant has been shown as 'Satya Prakash' in one of the columns of rent receipts and his forged signatures have been shown at the bottom of receipts. That Satya Prakash had already expired in 2005 and it is strange how he could sign as a tenant on the rent receipts pertaining to the period 2018 to 2019. It is argued that alleged rent receipts are for the period of January-February 2018, whereas Ms. Zareena Begum was alive in the month of January and February, 2018. It is stated that Ms. Zareena Begum expired on 22.04.2018. Per contra, it is argued on behalf of petitioner that petitioner never alleged that said receipts are signed by Satyaprakash and alleged forgery is vague and bald allegation. Further that rent receipts are genuine as it is visible at the bottom the same has been signed "For Satya Prakash and Sons" and "For Aggarwal Fancy Readymade Store" by representative and legal heir of deceased Satya Prakash.

28. Even otherwise it is observed that once landlord tenant relationship has been established between the parties after death of Sh. Satyaprakash, respondents/tenants cannot dispute the rent receipts, more so when they themselves have not filed any rent receipts issued by landlord to substantiate their plea of forged and fabricated rent receipts.

29. It is further argued on behalf of respondents that neither petitioner nor alleged seller, i.e. Smt. Naveeda ever asked respondents to attorn tenancy in their favor. On the other hand, petitioner has submitted that notice was issued. Further submitted that petitioner through his counsel has also issued notice of demand for arrears of rent together with interest and for termination of tenancy vide legal notice dated 06.11.2025 which was duly served upon the respondents on 13.11.2025.

30. It is observed that it is settled preposition that if the ownership of property is acquired by a person, the landlordship devolves upon the said person by way of law and there is no requirement of any attornment. In this regard, reliance can be placed upon the judgment of Hon'ble High Court of Delhi in **J.C. Mehra Vs. Smt. Kusum Gupta, 2006(1) RCR (Civil) 31.**

31. Therefore, relationship of landlord and tenant between the petitioner and the respondents is not in question in any manner. Thus, there is no triable issue with respect to ownership of petitioner and landlord-tenant relationship between petitioner and respondents."



13. Similarly, the aspect regarding the availability of alternate suitable accommodation has been dealt by the learned ARC in the following manner:-

“III. The petitioner does not have any other alternate, reasonable and suitable accommodation.

45. It is observed that admittedly the alleged more than 200 shops are jointly owned by petitioner along with his family members. It is not the case of respondents that said alleged shops are in exclusive ownership/possession of petitioner and lying vacant for the intended bonafide need of opening lawyer's office. Even otherwise, it is trite that tenant cannot dictate the landlord as to what is adequate and landlord is the best judge of his requirements. At this juncture, it is also pertinent to mention that in case titled as “Balwant Singh @ Bant Singh & Anr. v. Sudarshan Kumar & Anr.” in case bearing Civil Appeal Nos. 231-232 of 2021 decided on 27.01.2021 the Hon'ble Supreme Court has observed that:

“It is not for the tenant to dictate how much space is adequate for the proposed business venture or to suggest that the available space with the landlord will be adequate. It has further been observed that the genuine need of the appellant to secure vacant possession of the premises for the proposed business is found to be established. The adequacy or otherwise of the space available with the landlord for the business in mind is not for the tenant to dictate”

46. It is trite that tenant cannot dictate the landlord as to what is adequate and landlord is the best judge of his requirements. It is a settled law that mere availability of other alternate accommodation is itself not the decisive factor for denial of eviction proceedings by the landlord, more so, since there are various factors like the size, location, access, purpose, viability, safety concerns, football, and/or like, amongst others which have/ are to be taken into consideration while dealing with the aspect of availability of alternate suitable accommodation. Reliance is placed upon case titled as Shiv Sarup Gupta v Dr. Mahesh Chand Gupta [(1999) 6 SCC 222].

47. The contention of respondents that petitioner has many other properties which he has not disclosed is vague and bald. Further, in the eviction petition, the landlord need not disclose the alternate properties available to him if he is of the view that the alternate properties are unsuitable for him. The eviction petition is not a declaration or disclosure of all the immovable assets of the landlord and then and the exercise of sifting through the ones' which are or could be deemed to be suitable as alternate



accommodation. For any property to be considered alternately available, it has first to be available, i.e. in possession of the landlord and capable of being put to immediate use; thereafter only the issue of its suitability for the bona fide need arises. The landlord's discretion and prerogative in this regard cannot be questioned, except insofar as it is not whimsical, ex facie or shockingly unreasonable. Reliance is placed upon Babu Lal vs Atul Kumar & Anr. CRP No.147 of 2012 passed by the Hon'ble High Court of Delhi.

48. In this regard reference can be also made to the judgment of Hon'ble High Court of Delhi titled as Sudesh Kumar Soni & Ors. Vs. Prabha Khanna & Ors. [153 (2008) DLT 652] it was observed that: -

"24. 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.

25. Suitability has to be seen from the convenience of the landlord and his family members and on the basis of the circumstances including their profession, vocation, style of living, habits and background. Landlord is the best judge of his residential requirement".

49. In **Shiv Sarup Gupta Vs Dr. Mahesh Chand Gupta [AIR 1999 SC 2507]**, at pg-2512 in para 14 & 15, the Hon'ble Supreme Court held that: -

"14. The availability of an alternate accommodation with the landlord i.e. an accommodation other than the one in occupation of the tenant wherefrom he is sought to be evicted has a dual relevancy. Firstly, the availability of another accommodation, suitable and convenient in all respects as the suit accommodation, may have an adverse bearing on the finding as to bonafides of the landlord if he unreasonably refuses to occupy the available premises to satisfy his alleged need. Availability of such circumstance would enable the Court drawing an inference that the need of the landlord was not a felt need or the state of mind of the landlord was not honest, sincere, and natural. Secondly, another principal ingredient of Clause (e) of Sub-section (1) of Section 14 which speaks of non-availability of any other reasonably suitable residential accommodation to the landlord, would not be satisfied.

Wherever another residential accommodation is shown to exist as available than the court has to ask the landlord why he is not occupying such other available accommodation to satisfy his need. The landlord may



convince the court that the alternate residential accommodation though available is still of no consequence as the same is not reasonably suitable to satisfy the felt need which the landlord has succeeded in demonstrating objectively to exist. Needless to say that an alternate accommodation, to entail denial of the claim of the landlord, must be reasonably suitable, obviously in comparison with the suit accommodation wherefrom the landlord is seeking eviction. Convenience and safety of the landlord and his family members would be relevant fact Ors. While considering the totality of the circumstances, the court may keep in view the profession or vocation of the landlord and his family members, their style of living, their habits and the background wherefrom they come.”

50. In the case titled as **Ragavendra Kumar Vs Firm Prem Machinery [AIR 2000 SC 534]**, it was observed as under: -

“It is settled position of law that the landlord is best judge of his requirement for residential or business purpose and he has got complete freedom in the matter, (See: Prativa Devi (Smt.) v. T.K Krishnan, [1996] 5 SCC 353. In the case in hand the plaintiff-landlord wanted eviction of the tenant from the suit premises for starting his business as it was suitable and it cannot be faulted.”

51. In **Praveen and Another vs Mulak Raj and Others (2023) SCC OnLine Del 7721**, it has been held by the Hon’ble High Court that the Courts are not to sit in the armchair of the landlord and dictate as to how the available property of the landlord is to be best utilized by him. The landlord is the absolute owner of his property and is the best person to decide which property is to be utilized in what way.

52. In view of the settled legal position, it is not for the respondents to dictate to the petitioner that it should use some other accommodation for its business, even if it is indeed available with the petitioner. The tenanted premises belong to the petitioner and it is for the petitioner to see whether it is suitable for its requirement or not. It is the right of the petitioner to choose a property which is going to be more profitable and convenient for his business. If the tenanted premises is suitable as per his needs, the petitioner has every right to possess the said premises and the respondent cannot contend that the petitioner should manage his affairs otherwise. While deciding the question of bonafide requirement of the landlord, it is quite unnecessary to make an endeavour as to how else the landlord could have adjusted. In view of the above discussion, the allegation of the respondents that the petitioner has alternative suitable accommodations does not give rise to any triable issue.”

(emphasis supplied)



14. Having considered the Impugned Judgment in the backdrop of the limited scope of revisional jurisdiction under the proviso to Section 25-B(8) of the DRC Act, this Court finds no infirmity in the approach adopted by the learned ARC. The learned ARC has considered both the objections raised by the Petitioners, namely, the alleged absence of a landlord-tenant relationship and the alleged availability of alternate suitable accommodation, and has returned findings thereon after appreciating the material placed before it. The findings so returned neither suffer from any jurisdictional error nor can they be said to be perverse or contrary to the record.

15. As regards the first contention, the Petitioners seek to dispute the ownership of the Respondent and the existence of a landlord-tenant relationship, principally on the ground that the rent receipts relied upon by the Respondent are forged and fabricated. However, the learned ARC has considered the entire chain of title relied upon by the Respondent, including the registered sale deed executed in his favour, the gift deed, the Will and the death certificate of the erstwhile owner. The learned ARC has also taken note of the Petitioners' own pleadings acknowledging their status as successors-in-interest of the original tenant, late Sh. Satyaprakash.

16. In the aforesaid circumstances, the learned ARC rightly proceeded on the settled principle that, for the purposes of an eviction petition under Section 14(1)(e) of the DRC Act, the landlord is not required to establish an absolute or indefeasible title as would be necessary in a title suit. What is required to be demonstrated is that the landlord has a title or right to the premises superior to that of the tenant. The learned ARC, after considering the documents placed on record, has categorically concluded that the Respondent has been able



to establish a better title qua the Petitioners. No material has been brought to the notice of this Court which would warrant a different conclusion.

17. The plea of the Petitioners that the Respondent was required to obtain attornment from them is equally without merit. The devolution or transfer of the rights of a landlord in respect of the tenanted premises does not, in itself, depend upon a fresh attornment by the tenant. Once the Respondent acquired rights in the subject premises by virtue of the registered sale deed, the rights of the landlord in relation to the tenancy devolved upon him in accordance with law. The absence of a separate act of attornment, therefore, does not by itself create a triable issue concerning the existence of the landlord-tenant relationship.

18. The allegation regarding the rent receipts being forged and fabricated also does not advance the case of the Petitioners. The learned ARC has specifically noticed the explanation furnished by the Respondent that the receipts were issued on behalf of the concern of the deceased tenant and were signed by his representative/legal heir. More importantly, the Petitioners have not placed on record any rent receipts or other contemporaneous material which would substantiate their assertion that the receipts relied upon by the Respondent are fabricated. A bald allegation of forgery, unsupported by any material, cannot by itself constitute a triable issue so as to compel the grant of leave to defend.

19. It is also significant that the Petitioners' challenge to the title of the Respondent proceeds on the basis of the validity of the Will and other documents through which the Respondent claims title. The learned ARC has rightly observed that such a dispute, particularly



when raised by a tenant against the landlord, cannot be permitted to defeat an eviction petition where the landlord has otherwise demonstrated a title superior to that of the tenant. The Rent Controller is not required to undertake an adjudication of title as between rival claimants to the property in the manner of a civil court exercising jurisdiction in a title suit.

20. In any event, the Petitioners have not asserted any independent title in themselves over the subject premises. Their objection is essentially directed towards the title of the Respondent and the documents through which such title has devolved. In the absence of any material demonstrating that the Petitioners have a title superior to, or even comparable with, that of the Respondent, the learned ARC was justified in rejecting the objection concerning the landlord-tenant relationship.

21. The second ground urged by the Petitioners concerns the alleged availability of more than adequate alternate accommodation with the Respondent. Here again, the Impugned Judgment demonstrates that the learned ARC has considered the objection in detail. The learned ARC has taken note of the alleged existence of more than 200 shops and has specifically observed that the said properties are jointly owned by the Respondent along with his family members. It has further been noticed that the Petitioners have not established that the said shops are in the exclusive ownership and possession of the Respondent or are lying vacant and available for immediate use for the purpose for which the subject premises are required.

22. The mere existence of other properties, therefore, cannot *ipso facto* lead to the conclusion that the Respondent has suitable alternate



accommodation. The test is not merely whether some other property exists but whether such property is reasonably suitable and available to the landlord for the purpose of meeting the requirement pleaded in the eviction petition. Suitability necessarily has to be assessed having regard to the nature of the requirement, the location, accessibility, size and other relevant circumstances. The learned ARC has applied this test and has concluded that the Petitioners have failed to establish the existence of any reasonably suitable alternate accommodation.

23. The contention of the Petitioners that the Respondent could utilise one or more of the other properties instead of seeking eviction from the subject premises essentially seeks to substitute the Petitioners' assessment of the Respondent's requirement for that of the Respondent himself. Such an approach is impermissible. While the Court is required to examine whether the requirement pleaded by the landlord is genuine and bona fide, it cannot dictate to the landlord the manner in which he should arrange or utilise his properties, provided his choice is not shown to be fanciful, whimsical or wholly unreasonable.

24. In the present case, the learned ARC has found the requirement of the Respondent to be bona fide and has further found that the alleged alternate properties do not constitute reasonably suitable accommodation. These findings have been arrived at upon consideration of the material placed before the learned ARC. The Petitioners have not been able to demonstrate that any particular property, which is in the exclusive possession of the Respondent, is lying vacant and is reasonably suitable for the requirement pleaded by him. Consequently, the mere assertion that the Respondent owns or has an interest in several other properties cannot, by itself, constitute a



triable issue.

25. It is also relevant to note that the learned ARC has not proceeded on the premise that the existence of an alternate property is wholly irrelevant. On the contrary, the Impugned Judgment records the settled legal position that an alternate accommodation would be relevant if it is reasonably suitable and available to the landlord. The learned ARC has thereafter examined the Petitioners' assertion on the touchstone of availability and suitability and has found the defence wanting. The approach adopted is thus consistent with the principles laid down by the Hon'ble Supreme Court in ***Shiv Sarup Gupta (supra)***.

26. The Petitioners have not pointed out any material which was ignored by the learned ARC or any finding which is demonstrably contrary to the record. Their challenge, in substance, invites this Court to undertake a fresh assessment of the rent receipts, the title documents and the alleged alternate accommodations and to arrive at a conclusion different from that reached by the learned ARC. Such an exercise would amount to appellate re-appreciation of evidence, which is plainly outside the permissible scope of jurisdiction under the proviso to Section 25-B(8) of the DRC Act.

27. It bears reiteration that the revisional jurisdiction under Section 25-B(8) is not intended to enable a tenant to obtain a second assessment of the merits of the landlord's case. So long as the learned ARC has considered the relevant material, applied the correct legal principles and arrived at a conclusion which is a possible and reasonable view of the matter, this Court would not interfere merely because another view may also be possible. The Petitioners have failed to demonstrate any perversity, manifest illegality, material



irregularity or error apparent on the face of the record in the Impugned Judgment.

28. Insofar as the question of leave to defend is concerned, it is well settled that leave is warranted only where the affidavit discloses such facts as would disentitle the landlord from obtaining an eviction order and which, if established, would constitute a defence to the eviction claim. In the present case, the objections raised by the Petitioners regarding the landlord-tenant relationship and alternate accommodation have been duly considered and rejected by the learned ARC for cogent reasons. The objections, therefore, do not disclose any such triable issue warranting interference.

29. This Court is also mindful that the object of the summary procedure prescribed under Section 25-B of the DRC Act is to prevent a landlord's bona fide requirement from being defeated by protracted litigation on the basis of vague or untenable defences. The Petitioners cannot seek to convert the revisional proceedings into a full-fledged trial or title adjudication merely by reiterating the same objections which have already been considered and rejected by the learned ARC.

30. Consequently, this Court finds that the Impugned Judgment reflects due and proper application of mind to the material placed before the learned ARC. The findings returned by the learned ARC are neither perverse nor based upon any erroneous proposition of law. No jurisdictional infirmity or material irregularity has been demonstrated warranting exercise of the limited supervisory jurisdiction of this Court.

31. In view of the foregoing discussion, this Court finds no merit in the present Petition. The Petition is, accordingly, dismissed.

32. The present Petition, along with pending application(s), if any,



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stand disposed of in the aforesaid terms.

HARISH VAIDYANATHAN SHANKAR, J.
SEPTEMBER 08, 2026/nd/va