



2026:DHC:6555



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

Date of decision: 11.08.2026

CNR No. DLHC010367172026

+ RC.REV. 274/2026, CM APPL. 52748/2026 (Ex. From filing the certified copies of annexures), CM APPL. 52749/2026 (Ex. From filing the legible typed copy of annexure P-3) & CM APPL. 52750/2026 (Delay of 107 days in Re-filing the petition)

SUSHILA

.....Petitioner

Through: Mr. Randhir Kumar Singh, Mr.
Durgesh Gupta and Mr. Amit
Kumar, Advocates.

versus

AFZAAL

.....Respondent

Through:

CORAM:

**HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (Oral)

1. The present Petition has been filed under Section 25-B(8) of the **Delhi Rent Control Act, 1958¹**, challenging the **Order dated 11.02.2026²** passed by the **learned Additional Rent Controller, Central District, Tis Hazari Courts, Delhi³**, in **Eviction Petition being RC-ARC/124/2023⁴**, titled “*Sushila v. Afzaal*”, whereby the application seeking leave to defend filed by the Respondent came to be allowed.

¹ DRC Act

² Impugned Order

³ learned ARC

⁴ Eviction Petition



2026:DHC:6555



2. Learned counsel appearing on behalf of the Petitioner submits that the learned ARC has erred in granting the leave to defend merely on the ground that the relationship of landlord and tenant between the parties has not been established.

3. Learned counsel appearing on behalf of the Petitioner further submits that the Affidavit dated 15.04.2023 filed by the Respondent in support of the Application seeking leave to defend contains bald assertions and vague denials and does not disclose any facts which would disentitle the Petitioner from obtaining an order for recovery of possession. He, therefore, submits that the conclusion arrived at by the learned ARC, that the existence of the landlord-tenant relationship gives rise to a triable issue, is contrary to the averments contained in the Affidavit filed by the Respondent, which, according to him, does not disclose any genuine or substantiated defence warranting a full-fledged trial and that the learned ARC has erred in allowing the said Application.

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

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.***⁵, ***Hindustan Petroleum Corporation Ltd. v. Dilbahar***

⁵ (1998) 8 SCC 119



2026:DHC:6555



Singh⁶, and, more recently, in **Abid-Ul-Islam v. Inder Sain Dua**⁷, 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 upon by Coordinate Benches of this Court, *inter alia*, in **Pankaj Pahwa v. Prem Wati & Ors.**⁸, and **Sanjeev Hiranandani v. Sunny Grover**⁹.

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

⁶ (2014) 9 SCC 78

⁷ (2022) 6 SCC 30

⁸ 2024:DHC:9322

⁹ 2025:DHC:11285



2026:DHC:6555



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 *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 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.

11. It is within the aforesaid limited parameters of revisional



2026:DHC:6555



scrutiny that the grounds urged by the learned counsel on behalf of the Petitioner against the Impugned Order are required to be examined.

12. In order to appreciate the challenge raised by the Petitioner, it would be appropriate to examine the findings returned by the learned ARC on the issue of existence of the landlord-tenant relationship between the parties. The relevant observations of the learned ARC in the Impugned Order are extracted hereinbelow:

“26. To show existence of relationship between the parties of landlord and tenant, the only document relied upon by the petitioner is the rent agreement which allegedly bears the signatures of the respondent. No rent receipt has been filed on record by the petitioner and there is no other document to show existence of landlord-tenant relationship between the parties. Hence, from such facts and circumstances, it becomes apparent that petitioner is required to show existence of relationship of landlord and tenant between the parties and the same cannot be decided without putting the case on trial. Since the genuineness of the rent agreement relied upon by the petitioner is the primary issue between the parties, which cannot be adjudicated without a comprehensive trial. In the considered opinion of this court, the allegations of the applicant/respondent regarding the agreement being forged and fabricated, cannot be brushed aside or dismissed at this stage.

27. It cannot be ignored that the signatures of the respondent on such rent agreement relied upon by the petitioner are quite distinct from his admitted signatures at other places on record i.e. the application seeking leave to defend and the accompanying affidavit. In these circumstances, it cannot be presumed that the respondent has deliberately affixed a different signatures for the purpose of defending the present eviction petition. The petitioner will have to establish through evidence that such rent agreement relied upon by her is genuine as there is no other document through which it can be ascertained that there exists a statutory tenancy between the parties.

28. On consideration of the documents filed by the parties, it is quite apparent that the petitioner has been able to show that she can be construed as an ‘owner’ of the tenanted premises for the purposes of the present petition and the respondent has failed to raise any meritorious triable issue, challenging such aspect of the



2026:DHC:6555



eviction petition. At the cost of reiteration, it is stated that the petitioner may not show her absolute ownership over the tenanted property and may simply show that she has better rights over the property than a tenant, however, there is not enough material on record to believe that respondent is a tenant of the petitioner.

29. As regards the relationship of landlord and tenant between the parties, the respondent has successfully raised a triable issue which merits a comprehensive trial as Section 14 of the DRC Act would only be applicable once the petitioner shows that there exists a relationship of landlord and tenant between the parties to the petition.

30. In the considered opinion of this court, such issues regarding existence or non-existence of a statutory tenancy between the parties, cannot be decided without a trial in light of the aforesaid facts and circumstances. It is very well settled that while deciding the application seeking leave to defend, the court is not expected to examine the merits or demerits of the respondent's contentions and where *prima facie*, a ground is shown in the application seeking leave which if accepted, may result in dismissal of the eviction petition, the application must be allowed, in favour of the respondent and the matter shall be put for trial. It is well settled that if there are such facts in the affidavit filed by the respondent which if ultimately proved to the satisfaction of the Court, would disentitle the landlord from recovering the possession, that *per se* makes it obligatory upon the Court to grant leave to the applicant/respondent.”

13. Having considered the submissions advanced before this Court, this Court finds that the grievance of the Petitioner essentially pertains to the manner in which the learned ARC has appreciated the existence of landlord-tenant relationship and, consequently, the maintainability of the Application seeking leave to defend. The principal contention advanced by the learned counsel on behalf of the Petitioner is that the learned ARC has erred in granting leave to defend on the ground that the relationship of landlord and tenant between the parties has not been established, despite the fact that possession of the subject premises was admittedly with the Respondent herein. The said



2026:DHC:6555



contention, however, does not merit acceptance.

14. The learned ARC has specifically noticed that the Rent Agreement relied upon by the Petitioner, which is the principal document relied upon to establish the tenancy, has been disputed by the Respondent on the ground that the signatures appearing thereon are not his signatures. The learned ARC has also noticed that no rent receipt or other document evidencing the alleged tenancy has been placed on record. In these circumstances, the issue regarding the genuineness and execution of the Rent Agreement gives rise to a question requiring consideration on the basis of evidence. Since the existence of a landlord-tenant relationship is foundational to the maintainability of the Eviction Petition, the learned ARC was justified in treating the said issue as a triable issue at the stage of consideration of the application for leave to defend.

15. At the stage of consideration of an Application seeking leave to defend, the Court is not required to conclusively adjudicate upon disputed questions of fact. The learned ARC, having considered the material placed on record, found the issue regarding the existence of the landlord-tenant relationship to be a triable issue. Such a finding cannot be said to be perverse, unreasonable or contrary to the material on record.

16. More importantly, what is sought by the Petitioner is, in substance, a re-appreciation of the factual material and substitution of the view taken by the learned ARC with another possible view. Such an exercise is impermissible in the limited revisional jurisdiction under the *proviso* to Section 25B(8) of the DRC Act. No jurisdictional error, material irregularity, manifest illegality or perversity has been



2026:DHC:6555



demonstrated warranting interference with the Impugned Order.

17. In view of the aforesaid factual position, this Court is unable to discern any jurisdictional infirmity, perversity or material irregularity in the Impugned Order. The learned ARC has applied the correct test while considering the Application seeking leave to defend and has recorded reasons for concluding that the dispute regarding the existence of the landlord-tenant relationship could not be conclusively adjudicated at that stage.

18. The learned counsel for the Petitioner has also not been able to demonstrate any circumstance which would warrant interference with the findings returned by the learned ARC, particularly when the very same objections and material were placed before, and duly considered by, the learned ARC.

19. For the reasons as aforesaid, this Court finds no merit in the present Petition. The present Petition is, accordingly, dismissed.

20. The present Petition, along with pending Application(s), if any, stands disposed of in the above terms.

HARISH VAIDYANATHAN SHANKAR, J.
AUGUST 11, 2026/tk/ma