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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 13.07.2026**+ RC.REV. 171/2026, CAV 228/2026, CM APPL. 32873/2026
(Stay) & CM APPL. 32874/2026 (Ex.)

RAMJI LAL

.....Petitioner

Through: Mr. M.S. Rohilla, Mr. Dinesh
Rohilla, Mr. Ravi Kant and Mr.
Jatin Kumar, Advs.

versus

SUNITA AHUJA

.....Respondent

Through: Mr. Dhruv Chawla and Mr.
Huzaifa Ibrahim, Advs.**CORAM:****HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (Oral)

1. The present Revision Petition, filed under Section 25B (8) of **the Delhi Rent Control Act, 1958¹**, seeks to assail the **Judgment dated 16.03.2026²** passed by the **learned ACJ-cum-ARC (Central), Tis Hazari Courts, Delhi³** in Eviction Petition No. RC ARC No.653/2025 for **property bearing number 2, Municipal No. 924, Ward No. XVI, Khasra No. 1211/1140/1, Ground Floor, Naiwala, Faiz Road, Karol Bagh, Delhi - 110005⁴**.

2. Learned counsel appearing on behalf of the Petitioner contends that the Sale Deed relied upon by the Respondent is fabricated and

¹ The Act

² Impugned Judgment

³ Learned ARC

⁴ Subject Premises



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does not reflect the existence of any tenanted commercial premises. According to him, the Sale Deed pertains to a residential property and, therefore, the plea of *bona fide* requirement in respect of the subject premises cannot be sustained.

3. Learned counsel for the Petitioner further submits that the present case also raises a legal issue with regard to the embargo contained under the Act that an eviction petition cannot be instituted within five years of acquisition of the property.

4. Upon a pointed query from this Court, learned counsel appearing on behalf of the Petitioner submits that the Sale Deed is dated 13.08.2020, whereas the Eviction Petition came to be instituted on 09.10.2025. It is, therefore, submitted that the statutory period of five (05) years had admittedly expired before the institution of the eviction proceedings.

5. Learned counsel for the Petitioner also submits that the Impugned Judgment has taken note of all these aspects in particular with respect to the aspect of the Sale Deed and the fact that the same was for residential premises.

6. **Per contra**, learned counsel for the Respondent refers to and relies upon the Impugned Judgment and submits that all these aspects stand subsumed in the reasoning and analyses and have received more than adequate consideration by the learned ARC. He thus, submits that there arises no requirement for this Court to exercise its jurisdiction in revision proceedings which, in any event, are extremely circumvent.

ANALYSIS:

7. This Court has heard the learned counsel for the parties and, with their able assistance, perused the material available on record.



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8. 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.

9. 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 Singh*⁶, 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.

10. 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.

11. In *Abid-Ul-Islam* (supra), the Hon'ble Supreme Court, while elucidating the legislative intendment underlying Section 25B 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

⁵ (1998) 8 SCC 119

⁶ (2014) 9 SCC 78

⁷ (2022) 6 SCC 30

⁸ 2024:DHC:9322

⁹ 2025:DHC:11285



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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.”

12. 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.

13. At this stage, this Court deems it appropriate to reproduce the relevant findings of the learned ARC dealing with the aforesaid submissions, which are extracted hereinbelow:

“28. These two criteria shall be discussed together, as they are interlinked. To substantiate her ownership over the tenanted premises, petitioner has primarily relied upon the two registered sale deeds dated 06.08.2020 and 11.08.2020 executed between the erstwhile owner Mr. Rakesh Chandar Thapar and the petitioner in



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respect of the suit property. Petitioner has further relied upon the rent receipts dated 23.11.2023 and 08.04.2024 issued by the petitioner in favour of the respondent *qua* the tenanted premises; and record of suit bearing no. 1368/24 filed by the respondent against the petitioner seeking permanent injunction to establish the relationship of landlord and tenant between the parties.

29. It is pertinent to mention here itself that the applicant/respondent has not casted any aspersions over the genuineness of title documents filed on record by the petitioner alongwith the petition. Further, mere wrong recital recorded in the sale deed regarding possession of the shop/portion on the ground floor or mention of wrong use/ category, would not nullify the effect and consequence of such sale deed and the transfer of title contained therein.

30. Petitioners' claim of ownership and landlord-ship over the tenanted premises has not been controverted by the respondent in the present case. In fact, bare perusal of the application shows that respondent has not denied the relationship of landlord and tenanted between the parties. Respondent has in fact, expressly admitted the ownership of the petitioner and the fact that the respondent has been tendering rent to the petitioner in respect of the tenanted premises. Respondent has himself relied upon the rent receipts issued by the previous owner in respect of the tenanted shop. Bare perusal of the supporting affidavit filed by the respondent shows that respondent has admitted the relationship of landlord and tenant between the parties. Most specifically, careful perusal of the para no. 7(i) and (iii) shows that there is no dispute of landlord and tenant relationship between the parties. Hence, the contents of the application and the averments made by the applicant/respondent has done him more harm than good.

31. Even from the careful perusal of the documents filed by the petitioner i.e. sale deed dated 11.08.2020 and rent receipts, it becomes clear that there is no dispute whatsoever as regards the relationship of landlord and tenant between the parties.

32. Respondent has not refuted, with any cogent reasons, veracity of the documents vide which petitioner claims title over the tenanted premises. It is pertinent to mention here that a bare perusal of the application alongwith supporting affidavit filed by the respondent shows that the petitioner has successfully established that she is the owner and landlord of the tenanted premises for the purposes of present petition as no substantive defense has been raised by the applicant. The argument that the previous landlord has given an assurance that respondent will not be evicted after sale is found to be untenable for the simple reason that the previous owner/ landlord could not have legally made such assurances to the tenant which are against the mandate of the statute.



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33. In such circumstances, it is a well settled position of law that tenant has no locus to challenge the ownership of the landlord under Section 116 of Indian Evidence Act, 1872. It is trite that in proceedings under Section 14(1) (e) of DRC Act, petitioner is not required to demonstrate a perfect title over the tenanted property but is only required to show that he is somewhat more than a tenant therein. Be that as it may, in the present case, the relationship between the parties as landlord-tenant has been clearly established and it is also established that the petitioner is the owner of the tenanted premises for the purposes of the present eviction petition.

34. It is well settled that the petitioner is not required to show his/her absolute title over the tenanted premises and the ownership has to be considered *qua* the tenant. It is settled that if the landlord was receiving rent for himself/herself and not on behalf of someone else, he/she will be considered as the owner, howsoever imperfect his/her title may be over the property. A tenant can only challenge the title of the landlord after vacating the premises and not prior to that. Reliance in this regard is placed upon the observations of the Hon'ble High Court of Delhi in **Ramesh Chand Vs. Uganti Devi** [2008 SCC OnLine Del 1187].

35. In view of the above, as the petitioner has been able to show better title than that of the respondent in the property, her ownership over the tenanted premises stands established and it also stands established that there subsists a landlord-tenant relationship between the parties. As regards these two criteria, respondent has not been able to raise any triable issue whatsoever.”

14. The learned ARC has also considered the objection raised with regard to the site plan. The relevant findings read as under:

“40. Another objection raised by the applicant/respondent is that the site plan filed by the petitioner is incorrect. However, respondent has not filed any site plan in support of his contentions in the present application. Furthermore, respondents have vaguely averred that the site plan is not correct and has failed to disclose the details of discrepancies in the site plan relied upon by the petitioner.

41. It is trite that when the tenant disputes the accuracy of the site plan filed by the landlord, he is required to file his own correct site plan to assist the court in identifying the property properly. Mere allegations to the effect of discrepancies in the landlord's site plan, would not aid the applicants in any manner as the same does not raise any triable issue. It was *inter-alia* observed by the Hon'ble Supreme Court in **Satish Kumar Vs. Subhash Chand Agarwal** [2012 SCC OnLine Del 4447] that if the tenant does not file his site plan showing that the site plan filed by the owner is incorrect, then the site plan filed by the owner shall be assumed to be correct.



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Hence, no triable issue regarding the site plan filed by the petitioner is raised.

15. A perusal of the Impugned Judgment leaves little room for doubt that each of the contentions now sought to be urged before this Court had specifically fallen for consideration before the learned ARC. The learned ARC has examined the objections relating to ownership, landlord-tenant relationship, the Sale Deed, the site plan and the plea of *bona fide* requirement and has assigned cogent reasons while rejecting the leave to defend application.

16. Examined in the aforesaid light, this Court finds no error apparent on the face of the record, perversity or material irregularity in the findings returned by the learned ARC warranting interference in exercise of the limited revisional jurisdiction vested in this Court.

17. Accordingly, finding no merit in the present Revision Petition, the same, along with all pending application(s), stands dismissed.

HARISH VAIDYANATHAN SHANKAR, J.
JULY 13, 2026/rk/va/m