



2026:DHC:6690



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 14.08.2026**# **CNR No. DLHC010376072026**

+ RC.REV. 280/2026, CM APPL. 54092/2026 (Stay), CM APPL. 54093/2026 (Ex. From filing certified copy of annexures) & CM APPL. 54094/2026 (EX.)

DEEPAK SINGH TALWARPetitioner
Through: Mr. Lokendra Mani, Advocate
along with Petitioner in person.
versus

GEETARespondent
Through:

CORAM:
HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR

% **JUDGEMENT (Oral)**

1. The present Petition has been filed under Section 25B(8) of the **Delhi Rent Control Act, 1958¹**, challenging the **Judgment dated 21.01.2026²** passed by the **learned Administrative Civil Judge-cum-Additional Rent Controller, Central District, Tis Hazari Courts, Delhi³**, in **Eviction Petition bearing No. RC-ARC 380/2021⁴**, titled "*Geeta v. Deepak Singh Talwar & Ors.*", whereby the learned ARC passed an order of eviction as against the Petitioner herein.

2. Learned counsel appearing on behalf of the Petitioner submits that the Impugned Order would require to be set-aside since the

¹ DRC Act

² Impugned Order

³ learned ARC

⁴ Eviction Petition



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Respondent was not the owner of **one shop in Gali No. 29 having No. 29/3256, Beadonpura, Karol Bagh, Delhi – 110005**⁵. He further submits that the Respondent was not the only legal heir and there were other legal heirs and since the other legal heirs were not made parties, the Eviction Petition itself was not maintainable. The ground of challenge canvassed orally was limited to these two aspects.

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

4. 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.

5. 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.

6. 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.***⁹, and ***Sanjeev Hiranandani v. Sunny***

⁵ Subject Premises

⁶ (1998) 8 SCC 119

⁷ (2014) 9 SCC 78

⁸ (2022) 6 SCC 30

⁹ 2024:DHC:9322



Grover¹⁰.

7. 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.”

8. 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

¹⁰ 2025:DHC:11285



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.

9. 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.

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

11. This Court takes note of the analysis accorded to these issues in the following manner:

**“Ownership of the petitioner over the demised premises
&
Subsistence of landlord-tenant relationship between the
parties.**

27. These two criteria shall be discussed together, as they are interlinked. It is the case of the petitioner that the tenanted shop was let out by Sh. Madho Prasad, deceased father-in-law of the petitioner to Sh. Kartar Singh vide rent agreement dated 28.03.1989 and the respondents are legal heirs of tenant Sh. Kartar



Singh. It is further the case of the petitioner that the tenanted shop is the part of the property owned by Sh. Madho Prasad and he passed away on 09.08.2017 and her husband Sh. Chaman Lai has also passed away on 13.09.2020. Hence, the petitioner along with the other family members of her deceased father-in-law are co-owners of the tenanted premises.

28. In this regard, petitioner has relied upon the rent deed dated 28.03.1989 executed between Sh. Madho Prasad and Sh. Kartar Singh i.e. Ex.PW-1/2. She further relied upon document executed by DDA in favour of Sh. Madho Prasad qua the tenanted premises Ex.PW-1/3, electricity and water bill Ex.PW-1/5 and Ex.PW-1/18 to show the ownership of her father in law. She has also relied upon the rent receipts Ex.PW-1/6 and Ex.PW-1/7 issued in favour of tenant Sh. Kartar Singh.

29. It is noticeable that the respondents have not disputed the co-ownership as well as co-landlordship of the petitioner over the tenanted shop. It is also pertinent to note that the respondents have not raised any objection with regard to the co-ownership of the petitioner over the tenanted premises. In any event, the eviction petition is duly supported with the no objection affidavits of Sh. Yogender Kumar, brother-in-law of the petitioner, Smt. Kaushalya Devi, sister-in-law of the petitioner and Smt. Vidya Wati, mother-in-law of the petitioner who are co-owners of the tenanted premises and the veracity of such affidavits has remained unchallenged on record. Even though respondents have averred that such affidavits may have been fabricated or forged, however, such allegation of the respondents has remained miserably unsubstantiated on record.

30. Bare perusal of the cross-examination of RW-1 shows that he admitted the fact that his father Sh. Kartar Singh took the property in question on rent from Sh. Madho Prasad who also issued rent receipts to his father. He explicitly admitted that respondents are tenants of petitioner in respect of shop shown in red in the site plan Ex.PW-1/1.

31. In light of the documents filed on record by the petitioner, it stands established for the purpose of the present petition that petitioner is the co-owner and co-landlord in respect of the tenanted premises. The rent receipts executed by the father of the respondent Sh. Kartar Singh has also remained uncontroverted on record and respondents have not challenged the genuineness of such receipts qua the tenanted premises.

32. 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/she 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.

33. 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 Chmd Vs. Uganti Devi** [2008 SCC OnLine Del 1187].

34. In view of the above, as the petitioner has been able to show better title than that of the respondents in the tenanted premises, her ownership over the tenanted premises stands established only for the purpose of present petition and it also stands established that there subsists a landlord-tenant relationship between the parties.”

12. This Court has considered the aforesaid challenge in the context of the findings returned by the learned ARC on the issue of ownership of the Subject Premises and the subsistence of the landlord-tenant relationship between the parties. The learned ARC has dealt with both these aspects together, as they arise from the same factual and documentary record.

13. The learned ARC has noted that the case of the Respondent was that the Subject Premises had originally been let out by Sh. Madho Prasad, father-in-law of the Respondent, to Sh. Kartar Singh, father of the Petitioner, *vide* Rent Agreement dated 28.03.1989. The Respondent had relied upon, *inter alia*, the said Rent Agreement, documents issued by the DDA in favour of Sh. Madho Prasad in



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respect of the Subject Premises, electricity and water bills, as also rent receipts issued in favour of the original tenant. The learned ARC has further taken note of the fact that the Petitioner, in his cross-examination, admitted that his father had taken the Subject Premises on rent from Sh. Madho Prasad and that rent receipts had also been issued by him. The Petitioner also expressly admitted that he was a tenant under the Respondent in respect of the Subject Premises.

14. The aforesaid material, therefore, establishes that the relationship of landlord and tenant between the parties was not founded merely upon the assertion of title by the Respondent, but stood corroborated by the contemporaneous tenancy documents, rent receipts and, significantly, the admission of the Petitioner himself. Once the Petitioner's status as a tenant in respect of the tenanted premises is admitted, the question of "*ownership*" for the purposes of Section 14(1)(e) of the DRC Act is not to be examined in the manner in which an absolute or indefeasible title to the property would be adjudicated in a suit for declaration of title.

15. It is settled 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 perfect title over the tenanted premises. What is required to be demonstrated is a title which is superior to that of the tenant and sufficient to sustain the relationship of landlord and tenant between the parties. This principle also flows from the statutory estoppel operating against a tenant under Section 116 of the Indian Evidence Act, 1872, now Section 122 of the Bharatiya Sakshya Adhiniyam, 2023, and has been consistently reiterated by the Hon'ble Supreme Court in a catena of decisions, *inter alia*, in **Smt. Shanti**



Sharma & Ors. vs Smt. Ved Prabha & Ors.¹¹. The relevant portion of the aforesaid Judgment is reproduced hereinunder:

“14. The word “owner” has not been defined in this Act and the word ‘owner’ has also not been defined in the Transfer of Property Act. The contention of the learned Counsel for the appellant appears to be that ownership means absolute ownership in the land as well as of the structure standing thereupon. Ordinarily, the concept of ownership may be what is contended by the counsel for the appellant but in the modern context where it is more or less admitted that all lands belong to the State, the persons who hold properties will only be lessees or the persons holding the land on some term from the government or the authorities constituted by the State and in this view of the matter it could not be thought of that the legislature when it used the term “owner” in the provision of Section 14(1)(e) it thought of ownership as absolute ownership. It must be presumed that the concept of ownership only will be as it is understood at present. It could not be doubted that the term “owner” has to be understood in the context of the background of the law and what is contemplated in the scheme of the Act. This Act has been enacted for protection of the tenants. But at the same time it has provided that the landlord under certain circumstances will be entitled to eviction and bona fide requirement is one of such grounds on the basis of which landlords have been permitted to have eviction of a tenant. In this context, the phrase “owner” thereof has to be understood, and it is clear that what is contemplated is that where the person builds up his property and lets out to the tenant and subsequently needs it for his own use, he should be entitled to an order or decree for eviction the only thing necessary for him to prove is bona fide requirement and that he is the owner thereof. In this context, what appears to be the meaning of the term “owner” is vis-a-vis the tenant i.e. the owner should be something more than the tenant. Admittedly in these cases where the plot of land is taken on lease the structure is built by the landlord and admittedly he is the owner of the structure. So far as the land is concerned he holds a long lease and in this view of the matter as against the tenant it could not be doubted that he will fall within the ambit of the meaning of the term “owner” as is contemplated under this section. This term came up for consideration before the Delhi High Court and it was also in reference to Section 14(1)(e) and it was held by the Delhi High Court in *T.C. Rekhi v. Smt Usha Gujral* [1971 RCJ 322, 326 (Del HC)] as under:

“The word ‘owner’ as used in this clause, has to be construed in the background of the purpose and object of enacting it. The use of the

¹¹ (1987) 4 SCC 193



word ‘owner’ in this clause seems to me to have been inspired by the definition of the word ‘landlord’ as contained in Section 2(e) of the Act which is wide enough to include a person receiving or entitled to receive the rent of any premises on account of or on behalf of or for the benefit of any other person. Construed in the context in which the word “owner” is used in clause (e), it seems to me to include all persons in the position of Smt Usha Gujral who have taken a long lease of sites from the government for the purpose of building houses thereon. The concept of ownership seems now to be eclipsed by its social and political significance and the idea of ownership, in case like the present is one of the better right to be in possession and to obtain it. To accede to the contention raised by Shri Kapur would virtually nullify the effect of clause (e) and would render all such landlords remediless against tenants however badly they may need the premises for their own personal residence. I do not think such a result was intended by the legislature and I repel the appellant’s contention. I consider it proper before passing on to the next challenge to point out that the word ‘owner’ as used in clause (e) in Section 14(1) does not postulate absolute ownership in the sense that he has an absolutely unrestricted right to deal with the property as he likes. To describe someone as owner, and perhaps even as an absolute owner, of property is to say two things: it is to assert that his title to the property is indisputable and that he has all the rights of ownership allowed by the legal system in question. Rights of ownership may, therefore, be limited by special provisions of law and include in those provisions such as are in force in New Delhi according to which citizens are granted long leases of sites for constructing buildings thereon. Now, the words of a statute, though normally construed in their ordinary meaning, may contain inherent restrictions due to their subject matter and object and the occasion on which the circumstances with reference to which they are used. They call for construction in the light of their context rather than in what may be either their strict etymological sense or their popular meaning apart from the context (see *Halsbury’s Laws of England*, Third Edn., Vol. 36 para 893 p. 394). The meaning of the word “owner” in clause (e) is influenced and controlled by its context and the appellant’s construction is unacceptable because it seems to be quite clearly contrary to the reasonable operation of the statutory provision.”

16. In the present case, the learned ARC has found that the Respondent had established her status as a co-owner and co-landlord of the Subject Premises. This finding is supported not only by the documents relied upon by her but also by the conduct and admissions



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of the Petitioner. The Petitioner, therefore, cannot seek to defeat the Eviction proceedings by requiring the Respondent to establish a title better than that which is necessary *vis-à-vis* the tenant.

17. The other limb of the Petitioner's objection is that there were other legal heirs/co-owners of the original owner and that, in the absence of their impleadment, the Eviction Petition was not maintainable. This submission also does not advance the case of the Petitioner. The learned ARC has specifically noted that the Eviction Petition was supported by No-Objection Affidavits of Sh. Yogender Kumar, Smt. Kaushalya Devi and Smt. Vidya Wati, who were stated to be co-owners of the Subject Premises. The learned ARC has further recorded that the veracity of these Affidavits remained unchallenged on record.

18. The mere fact that the Respondent was not the sole owner of the Subject Premises, therefore, cannot render the Eviction Petition non-maintainable. It is well settled that an eviction petition instituted by one co-owner is maintainable, in the absence of any objection to the eviction by the other co-owners. The principle proceeds on the basis that a co-owner acts not only in his or her own right but also in a representative capacity for the other co-owners, whose consent to the eviction is presumed unless the contrary is shown. The Hon'ble Supreme Court has reiterated this principle in **India Umbrella Manufacturing Co. v. Bhagabandei Agarwalla**¹². The relevant portion of the aforesaid Judgment is reproduced hereinunder:

“6. Having heard the learned counsel for the parties we are satisfied that the appeals are liable to be dismissed. It is well settled that one of the co-owners can file a suit for eviction of a tenant in the property generally owned by the co-owners. (See **Sri Ram**

¹² (2004) 3 SCC 178



Pasricha v. Jagannath [(1976) 4 SCC 184]
and **Dhannalal v. Kalawatibai** [(2002) 6 SCC 16], SCC para 25.)

This principle is based on the doctrine of agency. One co-owner filing a suit for eviction against the tenant does so on his own behalf in his own right and as an agent of the other co-owners. The consent of other co-owners is assumed as taken unless it is shown that the other co-owners were not agreeable to eject the tenant and the suit was filed in spite of their disagreement. In the present case, the suit was filed by both the co-owners. One of the co-owners cannot withdraw his consent midway the suit so as to prejudice the other co-owner. The suit once filed, the rights of the parties stand crystallised on the date of the suit and the entitlement of the co-owners to seek ejectment must be adjudged by reference to the date of institution of the suit; the only exception being when by virtue of a subsequent event the entitlement of the body of co-owners to eject the tenant comes to an end by act of parties or by operation of law.”

19. In the present case, there is, in fact, material on record going beyond a mere presumption of consent. The learned ARC has specifically noticed the No-Objection Affidavits furnished by the other co-owners, the genuineness of which was not successfully impeached by the Petitioner. There is, therefore, no material to suggest that any of the other co-owners had objected to the institution or prosecution of the eviction proceedings. The mere non-impleadment of such co-owners, in these circumstances, cannot constitute a ground to invalidate the proceedings.

20. The submission of the Petitioner that the Respondent was not the sole legal heir, therefore, does not disclose any infirmity in the conclusion reached by the learned ARC. The relevant consideration is whether the Respondent had sufficient title and *locus* to maintain the Eviction proceedings against the Petitioner, and whether there existed a landlord-tenant relationship between the parties. Both these aspects have been answered in the affirmative by the learned ARC on the basis of the material available on record.



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21. This Court also finds that the learned ARC has not proceeded on any erroneous legal premise in arriving at the aforesaid conclusion. The learned ARC has considered the documentary material placed on record, the rent receipts, the admissions emerging from the cross-examination of the Petitioner, as well as the No-Objection Affidavits of the other co-owners. The conclusion that the Respondent was a co-owner and co-landlord, and that the relationship of landlord and tenant stood established, is consequently a conclusion founded upon the material available on record.

22. The challenge raised by the Petitioner, in substance, seeks this Court to re-examine the question of title and to arrive at a conclusion different from that reached by the learned ARC on the same material. Such an exercise would necessarily amount to re-appreciation of the evidence and substitution of the view taken by the learned ARC with a view which the Petitioner seeks to advance. The limited revisional jurisdiction under the proviso to Section 25B(8) of the DRC Act does not contemplate such a re-appreciation merely because another view may conceivably be urged on the material available on record.

23. In the considered view of this Court, therefore, the findings returned by the learned ARC on the ownership of the Respondent and the subsistence of the landlord-tenant relationship do not suffer from any jurisdictional error, manifest illegality, material irregularity or perversity warranting interference in exercise of the revisional jurisdiction of this Court.

24. In view of the foregoing discussion, this Court finds no merit in the challenge raised by the Petitioner to the Impugned Order. The learned ARC has considered the relevant material and has returned



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findings which are supported by the record. No ground is made out for exercise of the limited revisional jurisdiction vested in this Court under the proviso to Section 25B(8) of the DRC Act.

25. In view of the aforesaid, the present Petition is dismissed.

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

HARISH VAIDYANATHAN SHANKAR, J.
AUGUST 14, 2026/tk/ma