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

Date of decision: 15.10.2026

\# **CNR No. DLHC010097052023**

\+ RC.REV. 85/2023 & CM APPL. 13596/2023 (Stay)

KIRON SETHI .....Petitioner

Through: Mr. Sunil Chauhan, Advocate through Video Conferencing.

versus

CHARANJEET SINGH .....Respondent

Through: Mr. Alankar Tewari, Advocate.

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, 1958**[1], assailing the **judgement and order dated 24.12.2022**[2] passed by **the learned Senior Civil Judge – Rent Controller, South East District, Saket**[3], whereby the application seeking leave to defend filed by the Petitioner herein was dismissed by the learned RC and an eviction order came to be passed against the Petitioner and in favour of the Respondent herein.

2. Learned counsel appearing for the Petitioner would confine his challenge to the Impugned Order on two grounds:

I. The Eviction Petition filed before the learned RC was not maintainable since the Petitioner and his father were not

[1] DRC Act
[2] Impugned Judgement
[3] Learned RC

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impleaded as parties and only M/s Madan Sarup Kiran Sarup, a non-entity, was made a party to the said proceedings.

II. Secondly, on a *demurrer*, assuming that M/s Madan Sarup Kiran Sarup was a legal entity, upon the death of Mr. Madan Sarup, who was presumed by the learned RC to be one of the proprietors, his legal heir out to have been impleaded and, in whose absence, the Eviction Petition could not have been decided and should have been abated.

3. Learned counsel appearing on behalf of the Respondent, while drawing sustenance from the Impugned Order, would submit that the grounds sought to be urged before this Court were already raised before the learned RC and the same were considered and adjudicated upon. He would submit that there is no infirmity in the Impugned Order and there arises no occasion for this Court to interfere with the Impugned Order.

4. It is apposite to note herein that no further grounds were urged by the parties and were only confined to the grounds recorded hereinabove.

ANALYSIS AND CONCLUSION:

5. This Court has heard learned counsel for the parties and, with their able assistance, perused the material on record along with the Impugned Judgement.

6. 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.

7. The contours of the aforesaid jurisdiction are well settled. The Hon'ble **Supreme** Court, in S***arla Ahuja v. United India Insurance***

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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.

8. 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.***[7], and ***Sanjeev Hiranandani v. Sunny Grover***[8].

9. In ***Abid-Ul-Islam*** (supra), the Hon'ble Supreme Court, while elucidating the legislative intent underlying Section 25(B) of the DRC Act, observed that the omission of an appellate remedy against an Order passed by the learned Rent Controller is conscious and deliberate. The jurisdiction conferred upon the High Court is, therefore, one of superintendence over the decision-making process, including the legality and propriety thereof, and does not permit the High Court to substitute its own view for that of the learned Rent Controller merely because another view on the material available on record may be possible. The relevant observations of the Hon'ble Supreme Court read as under:

> "**23.** The proviso to Section 25-B(8) gives the High Court exclusive power of revision against an order of the learned Rent Controller, being in the nature of superintendence over an inferior court on the decision-making process, inclusive of procedural compliance. Thus, the High Court is not expected to substitute and supplant its views with that of the trial court by exercising the appellate

[4] (1998) 8 SCC 119
[5] (2014) 9 SCC 78
[6] (2022) 6 SCC 30
[7] 2024:DHC:9322
[8] 2025:DHC:11285

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> 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."

10. 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 RC. 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.

11. 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 RC 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.

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12. 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.

13. At this juncture, this Court deems it appropriate to extract the relevant findings rendered by the learned RC, which read as under:

> "13. It has been vaguely stated by the respondent in one paragraphs of his affidavit that the present petition is not maintainable as it has been filed against a non-entity. No elaboration has been given by the respondent as to who should have been the respondent in the present petition, instead of M/s. Madan Saroop Kiran Saroop. The same has been elaborated by the respondent in the written arguments filed on his behalf. In the said written arguments, the respondent has claimed that the tenancy was given to two persons as co-tenants in the demised premises i.e. Madan Saroop and Kiran Saroop. It is further stated that both the co-tenants had signed on the first rent agreement and therefore, there was joint tenancy in favour of both the tenants for the demised premises. It is further stated that during the present proceedings, co-tenant Madan Saroop expired, but the petitioner did not take any appropriate steps for impleadment of legal heirs of the said co-tenant and thus, the petition has abated. Firstly, the argument qua abatement of the present petition cannot be looked into as the same is not part of the application seeking leave to defend. No ground can be permitted to be taken by the respondent, which has not been pleaded in the application seeking leave to defend. Secondly, the said argument of abatement cannot be looked into as part of "subsequent event" exception as laid down in judgment Punjab Stainless Steel House & Another vs. Sangeeta Kedia" 2014 (145) DRJ 250. because the respondent never filed any application to bring any subsequent event on record. Furthermore, the question of the petition abating on death of a tenant, would arise only when the respondent had initially pleaded in his application seeking leave to defend that the tenancy in the present case is not a case of single tenancy but of joint tenancy. There is no pleading to the effect of claiming joint tenancy of two co-tenants in the same demised premises in the application seeking leave to defend. Thus, for this reason, the elaboration provided in the written arguments to para no. 7 of affidavit of respondent cannot be looked into at this stage of deciding the application seeking leave to defend, being devoid of specific pleading in the application seeking leave to defend.
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> 14. Furthermore, perusal of the rent agreement of the year 1973 shows that the said rent agreement is between the landlords and M/s Madan Saroop Kiran Saroop described as a tenant. Notwithstanding the fact that two persons namely Madan Saroop

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and Kiran Saroop signed on the said rent agreement on behalf of the tenant, the agreement was executed only in name of the respondent, whereby implicitly representing to the landlord that the tenancy is created in favour of the name of business being carried out by the signatories to the said agreement. Thus, the document shows that the landlord had agreed only to create a single tenancy in favour of business being carried out by the signatories to the said agreement and not joint tenancy in the name of co-tenants, being signatories to the said agreement. Thus, the petitioner filed this petition against the respondent, in whose favour single tenancy was created and who was described as tenant in the said rent agreement of the year 1973. It is the person or persons running their business in the name of respondent, who can defend the present petition against the claim of the petitioner, but it is not for the petitioner to look into identities of the persons running their business in the name of the respondent, specifically claimed as tenant in rent agreement of the year 1973. Thus, it cannot be said that the present petition is not maintainable on account of the tenancy being a joint tenancy and not a single tenancy."

(emphasis supplied)

14. Upon a perusal of the relevant extract of the Impugned Order as well as the material on record, this Court is of the view that the challenge raised by the Petitioner is essentially twofold: first, that the Eviction Petition was instituted against a non-entity, namely, M/s Madan Sarup Kiran Sarup, and was, therefore, not maintainable; and second, that even assuming the said concern to be a legal entity, upon the demise of Mr. Madan Sarup, his legal heirs were required to be impleaded, failing which the Eviction Petition was liable to abate. Neither of the aforesaid grounds, in the facts and circumstances of the present case, warrants interference by this Court in the exercise of its limited revisional jurisdiction.

15. At the outset, it is pertinent to note that the learned RC has examined the aforesaid objections in the context of the rent agreement executed in the year 1973, which admittedly described M/s Madan Sarup Kiran Sarup as the tenant in the demised premises. The learned

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RC has observed that, notwithstanding the fact that two individuals, namely, Mr. Madan Sarup and Mr. Kiran Sarup, had signed the said agreement on behalf of the tenant, the tenancy itself was created in the name of the business concern and not independently in the names of the two individuals as joint tenants. The aforesaid conclusion has been drawn from the document constituting the foundation of the landlord-tenant relationship between the parties. This Court finds no manifest illegality or perversity in the approach adopted by the learned RC in examining the nature of the tenancy with reference to the terms of the rent agreement.

16. The mere fact that the rent agreement was signed by two individuals does not, by itself, establish that the tenancy was created in their individual capacities as joint tenants. The execution of a document by persons representing a business concern is not, without more, sufficient to displace the description of the tenant expressly recorded therein. The material consideration is the capacity in which the signatories executed the agreement and the identity of the tenant in whose favour the tenancy was created. In the present case, the rent agreement of the year 1973 identifies M/s Madan Sarup Kiran Sarup as the tenant. The learned RC has, therefore, proceeded on the basis of the contemporaneous documentary record and concluded that the tenancy was a single tenancy in favour of the business concern, rather than a joint tenancy created separately in favour of the two individuals.

17. The contention of the Petitioner that M/s Madan Sarup Kiran Sarup is a non-entity and, consequently, could not have been impleaded as a respondent in the Eviction Petition, also does not merit acceptance. The Petitioner has not demonstrated, in the context of the

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rent agreement relied upon by the learned RC, how the description of the tenant therein could be disregarded merely on the assertion that the business concern did not possess a separate legal personality. Even assuming that the said concern was not an independent juristic person, it would not, by itself, follow that the Eviction Petition was necessarily incompetent. The legal consequences of the description under which a business is carried on have to be examined with reference to the nature of the tenancy and the persons who constitute or represent the concern.

18. In this regard, the learned RC has specifically observed that the landlord had created the tenancy in the name of the business concern and that the persons carrying on business in the said name were the persons who could defend the Eviction Petition instituted in respect of the demised premises. The said finding must be appreciated in the context of the rent agreement, which expressly identifies the tenant as M/s Madan Sarup Kiran Sarup. The Petitioner has not demonstrated any material on record which would establish that the learned RC misread the aforesaid document or arrived at a conclusion contrary to its terms. In the absence of any such infirmity, this Court cannot interfere with the finding of the learned RC merely because the Petitioner seeks to advance a different interpretation of the description of the tenant.

19. The second objection raised by the Petitioner proceeds on the premise that the tenancy was a joint tenancy in favour of Mr. Madan Sarup and Mr. Kiran Sarup in their individual capacities. However, as noticed hereinabove, the learned RC has returned a finding that the tenancy was created in favour of the business concern and not in favour of the two individuals as co-tenants. Once the foundational

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premise of the Petitioner's argument remains unsubstantiated, the consequential contention that the death of Mr. Madan Sarup necessitated the impleadment of his legal heirs, and that the proceedings stood abated in their absence, cannot be accepted merely on the basis of the signatures appearing on the rent agreement.

20. It is also material to note that the learned RC has declined to entertain the plea of abatement on the ground that the same had not been specifically raised in the application seeking leave to defend. The learned RC has further observed that the Petitioner sought to elaborate upon the plea of joint tenancy and abatement in the written arguments, without having laid the necessary factual foundation in the application seeking leave to defend. The said approach cannot be faulted in the facts of the present case. Proceedings under Section 25B of the DRC Act are governed by a special statutory procedure, under which the tenant is required to disclose, in the application seeking leave to defend, and the affidavit thereof, the facts which would disentitle the landlord from obtaining an order of eviction. The requirement of setting out the material grounds at that stage cannot be rendered otiose by permitting a party to construct a factual edifice at the stage of written arguments.

21. In any event, the death of the father of the Petitioner would not, in the facts of the present case, have occasioned an abatement of the eviction proceedings. This is for the reason that the Eviction Petition was instituted against M/s Madan Sarup Kiran Sarup, being the business concern in whose favour the tenancy had been created, and not against Mr. Madan Sarup and/ or Mr. Kiran Sarup in their individual capacities as joint tenants. The demise of one of the individuals who had signed the rent agreement, therefore, would not,

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by itself, render the proceedings incompetent or necessitate the impleadment of his legal heirs, particularly when the tenancy was not found to have been created jointly in favour of the two individuals. In the absence of any material establishing that the deceased was a co-tenant in his individual capacity, the contention that the Eviction Petition stood abated on account of his demise is devoid of merit.

22. The distinction between a subsequent event and a ground which was available to a party at the time of filing the application seeking leave to defend is also relevant in this regard. As recorded by the learned RC, the Petitioner did not invoke the subsequent-event exception by filing an appropriate application seeking to bring the alleged subsequent event on record. The learned RC, therefore, declined to examine the plea of abatement as a subsequent event, while also noting the absence of any specific pleading asserting a joint tenancy in the application seeking leave to defend. In the absence of any demonstrated error in this approach, the Petitioner cannot seek to overcome the deficiencies in the pleadings by merely reiterating the said objections in the present proceedings.

23. Even otherwise, the plea of abatement is inseparably linked to the Petitioner's assertion that the tenancy was held jointly by two individuals in their respective capacities as co-tenants. The learned RC has examined the rent agreement and rejected the said assertion on the basis of the description of the tenant therein. The Petitioner has not established that this finding is based on a misreading of the record, an erroneous application of law or an inference which no reasonable judicial authority could have drawn. In the absence of such a demonstration, the revisional jurisdiction of this Court cannot be invoked to undertake a fresh factual inquiry into the nature of the

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tenancy or to substitute an alternative interpretation for the one adopted by the learned RC.

24. This Court is conscious of the fact that the identity of the tenant and the effect of the death of a party during the pendency of eviction proceedings may, in an appropriate case, raise substantial questions concerning the maintainability or continuation of the proceedings. However, such questions have to be examined on the basis of the pleadings, the documentary record and the applicable law. In the present case, the Petitioner has failed to demonstrate that the objections raised before this Court disclose any such defect in the proceedings as would vitiate the Impugned Order. The mere formulation of an objection concerning the legal status of the tenant or the non-impleadment of legal heirs cannot, in itself, furnish a ground for interference when the factual premise underlying the objection has not been established.

25. Accordingly, this Court finds that the learned RC has considered the objections raised by the Petitioner with reference to the rent agreement and the pleadings forming part of the record and has returned findings supported by the material available before it. The Petitioner has been unable to establish any jurisdictional error, material irregularity, manifest illegality or perversity in the Impugned Order. The grounds urged on behalf of the Petitioner, in substance, seek a reconsideration of the nature of the tenancy and a reappreciation of the material already considered by the learned RC, which is impermissible within the limited scope of revisional jurisdiction under the proviso to Section 25B(8) of the DRC Act.

26. In view of the foregoing discussion, this Court finds no ground to interfere with the Impugned Judgment and Order dated 24.12.2022

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passed by the learned RC. The present Petition is, accordingly, dismissed.

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

HARISH VAIDYANATHAN SHANKAR, J.

OCTOBER 15, 2026/nd/va

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