



2026:DHC:8264



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 24.09.2026.**# **CNR No. DLHC010681132024**+ **RC.REV. 276/2024, CM APPL. 58942/2024 (Stay), CM APPL. 58943/2024 (Addl.Doc) & CM APPL. 58521/2025 (Dir.)****SHANKAR LAL**

.....Petitioner

Through: **Mr. Vivek B. Saharya,
Mr. Nishant and Mr. Mohd.
Ameer, Advs.**

versus

URMILA BALI (D) THR LR VIJAY KUMAR BALI

.....Respondent

Through: **Appearance not given.****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**, assailing the **Order dated 27.04.2024²** passed by the **learned SCJ-cum-RC, Saket Courts (South), Delhi³**, in **RC ARC 29/2022⁴** titled as “*Urmila Bali now deceased through Lr's v. Yogesh Kumar Gupta*”, whereby the learned RC dismissed the application seeking leave to defend of the Petitioner herein.

¹ DRC Act

² Impugned Order

³ learned RC

⁴ Eviction Petition



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2. Mr. Vivek B. Saharya, learned counsel appearing on behalf of the Petitioner, seeks to draw the attention of this Court to the ground raised by the Petitioner in support of the said application, and in particular paragraph (g) thereof, which reads as follows:

“That it is submitted that the petition is not been signed by the petitioner. It is submitted that the petitioner was not in a sound deposing mind and was bedridden. She was not in a mental state to have taken a decision with regard to filing the present eviction petition. It is submitted that the signature on the petition as well as the affidavit in support are forged and fabricated.”

3. He submits that there is an apparent discrepancy between the signatures of the Petitioner as set out in the rent receipts which were exhibited before the learned RC as also in the **Will dated 06.02.2017**⁵ which was also exhibited before the learned RC. The same are as follows:

(Signatures appearing on the Rent Receipt)

(Signatures appearing on the Will)

4. He thereafter draws the attention of the Court to the signature affixed with the Eviction Petition as also the Affidavit in support of the Eviction Petition. The same are as follows:

(Signatures appearing on the Eviction Petition)

(Signatures appearing on the Affidavit)

5. He submits that, as is apparent even to the naked and untrained eye, the signatures clearly are at variance and that this issue has not been considered at all by the learned RC in the Impugned Order.

⁵ Will



6. He further submits that the learned RC has also misconstrued the *bona fide* requirement which was expressed in the Eviction Petition. According to him, while the requirement pleaded was for the purpose of carrying out the back-office operations of a boutique, the Impugned Order appears to proceed on the basis that the premises were required for a boutique.

7. **Per contra**, learned counsel for the Respondent submits that the issue relating to the discrepancy in the signatures was raised by the Petitioner earlier as well and, pursuant thereto, directions came to be passed by this Court for filing an affidavit to explain the same. He submits that the said affidavit dated 24.04.2026 sets out that it was possible that, owing to old age, the Petitioner had signed in a different manner from the manner in which she had originally used to sign.

8. With respect to the *bona fide* requirement, learned counsel for the Respondent submits that, in fact, the submission of the Petitioner is directed more towards the availability of alternate accommodation and that the same has been discussed by the learned RC. In any event, it is submitted that the alleged three rooms which are sought to be projected as the alternate accommodation are residential in nature, not commercial, and are also situated at the back of the premises.

9. This Court has heard learned counsel appearing on behalf of the parties and, with their able assistance, perused the Impugned Order as also the material placed on record.

10. 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.

11. 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.

12. 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 Grover**¹⁰.

13. 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.

⁶ (1998) 8 SCC 119

⁷ (2014) 9 SCC 78

⁸ (2022) 6 SCC 30

⁹ 2024:DHC:9322

¹⁰ 2025:DHC:11285



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.”

14. 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.

15. 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.

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

17. The first issue relates to the alleged discrepancy in the signatures. The Petitioner had specifically raised a plea that the signatures appearing on the Eviction Petition and the Affidavit in support thereof were forged and fabricated. The Petitioner had also placed reliance upon other documents forming part of the record, including rent receipts and the Will, in support of the contention that the signatures appearing therein were different.

18. This Court is conscious of the fact that a mere variation in signatures cannot, by itself, be treated as conclusive of forgery or non-execution of a document. Equally, however, where such an objection is specifically raised in an application seeking leave to defend and is supported by material which the tenant seeks to rely upon, the objection would require consideration in the context of the defence raised.

19. In the present case, the learned RC has dealt with the aforesaid objection in the Impugned Order in the following terms:

“16 The allegation made by the respondent that the present petition has not been preferred & signed by the petitioner as she is not in sound mental health is also without any basis and ground.”

20. The aforesaid observation, however, does not disclose any consideration of the specific material relied upon by the Petitioner in support of the alleged discrepancy in the signatures. The Petitioner had placed before the learned RC the signatures appearing on the Rent Receipts and the Will, and had sought to compare the same with the



signatures appearing on the Eviction Petition and the Affidavit in support thereof. The specific objection raised by the Petitioner, therefore, required consideration with reference to the material placed on record.

21. The Respondent's explanation that the variation could have occurred on account of old age is also a matter which would necessarily have to be considered against the material placed on record. However, the Impugned Order does not appear to undertake any such consideration.

22. The Court is, therefore, of the view that the specific objection relating to the discrepancy in signatures has not been appropriately adjudicated by the learned RC. The omission assumes significance as the objection concerns the very institution of the Eviction Petition and the Affidavit filed in support thereof and was specifically relied upon by the Petitioner in seeking leave to defend.

23. The second issue relates to the issue of *bona fide* requirement. The contention of the Petitioner is that the requirement pleaded in the Eviction Petition was for the purpose of carrying out the back-office operations connected with the boutique, whereas the Impugned Order, according to the Petitioner, proceeds on the basis that the premises themselves were required for a boutique.

24. The distinction sought to be drawn by the Petitioner cannot be said to be wholly immaterial. The nature and purpose of the requirement pleaded would necessarily have a bearing on the question of whether any accommodation projected by the tenant as alternate accommodation can be said to be suitable for the requirement asserted by the landlord.

25. In the present case, the Respondent seeks to distinguish the



three rooms relied upon by the Petitioner as alternate accommodation on the ground that the said rooms are residential in nature, are situated at the rear of the premises and are not commercial in character. The suitability of such accommodation would, therefore, require consideration with reference to the precise nature of the requirement pleaded in the Eviction Petition.

26. This Court, however, does not consider it appropriate, while exercising the limited revisional jurisdiction under Section 25B(8) of the DRC Act, to undertake a fresh appreciation of these aspects or to record any final finding on the *bona fide* requirement or the suitability of the alleged alternate accommodation.

27. Suffice it to note that, in view of the omission to appropriately consider the specific objection relating to the signatures and the consequent necessity of reconsidering the application seeking leave to defend, the connected aspects concerning the *bona fide* requirement and alternate accommodation would also require consideration by the learned RC in their proper factual context.

28. The Court is, therefore, of the view that the Impugned Order cannot be sustained in its present form. The matter would require reconsideration by the learned RC on the basis of the material already available on record.

29. Accordingly, the Impugned Order is set aside. The matter is remitted back to the learned RC for fresh consideration of the matter, *de novo*, on the basis of the material already available on record and in accordance with law.

30. It is clarified that this Court has not expressed any opinion on the merits of the rival contentions, including the genuineness or otherwise of the signatures, the *bona fide* nature of the requirement, or



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the suitability of the alternate accommodation. The learned RC shall consider the aforesaid issues independently and pass an appropriate order in accordance with law.

31. The Petition is accordingly disposed of in the aforesaid terms.
32. Pending application(s), if any, also stand disposed of.
33. Re-notify before the learned RC on 09.10.2026.

HARISH VAIDYANATHAN SHANKAR, J
SEPTEMBER 24, 2026/Pa/jk