



2026:DHC:8441



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 28.09.2026**# **CNR No. DLHC010140512026**+ **RC.REV. 113/2026 & CM APPL. 22415/2026 (Stay)****SH SURESH KUMAR** .....PetitionerThrough: **Mr. Aayush Khetarpal,**  
Advocate along with Petitioner  
in person.

versus

**SHOURYA BUILDWELL PVT LTD** .....RespondentThrough: **Mr. Ankur Mahindro and Mr.**  
**Shubham Agarwal, Advocates.****CORAM:****HON'BLE MR. JUSTICE HARISH VAIDYANATHAN**  
**SHANKAR**% **JUDGEMENT (Oral)**

1. The present Revision Petition has been filed under Section 25-B(1) of the **Delhi Rent Control Act, 1958**<sup>1</sup> seeking the following reliefs:

“a) Pass order/direction (s) to call for/summon the records from the concerned Court of Mr. Dhanashree Deka, SCJ-CUM-RC, Central District, Tis Hazari Courts, Delhi in eviction petition, being RC ARC no. 543/2024, titled as, "Shourya Buildwell Pvt Ltd. V/s Sh. Suresh Kumar");

AND

b) Pass order/direction(s) for setting aside of impugned order / judgement dated 16.12.2025, having been passed by the court of Mr. Dhanashree Deka, SCJ-CUM-RC, Central District, Tis Hazari Courts, Delhi in eviction petition, being RC ·ARC no. 543/2024, titled as, "Shourya Buildwell Pvt Ltd. V/ s Sh. Suresh Kumar");

AND

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<sup>1</sup> DRC Act



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Any other and further order (s)/ direction(s) which this Hon'ble Court may deem just, fit and proper under the actually existing facts and circumstances of the matter, be also passed in the interest of justice and equity for safeguarding the rights and interests, of the revisionist to render complete justice to him.”

2. By way of the **Judgment and Order dated 16.12.2025<sup>2</sup>**, passed by the **learned SCJ-cum-RC, Central District, Tis Hazari Courts, New Delhi<sup>3</sup>** in **Eviction Petition being RC ARC 543/2024<sup>4</sup>**, titled “*Shourya Buildwell Pvt Ltd. v. Sh. Suresh Kumar*”, Application under Order VII Rule 14 of the **Code of Civil Procedure, 1908<sup>5</sup>** and Application seeking leave to defend filed under Section 25-B(5) of the **Delhi Rent Control Act, 1958<sup>6</sup>**, filed on behalf of the Petitioner came to be dismissed and consequently, an eviction order came to be passed in favour of the Respondent herein with respect to premises i.e. **property bearing No. 2449, First Floor, Ward No. XV, Nalwa Street, Chuna Mandi, Pahar Ganj, New Delhi – 110055<sup>7</sup>**.

3. Learned counsel appearing on behalf of the Petitioner submits that the Order dated 08.04.2026 incorrectly records that the Petitioner had undertaken to vacate the Subject Premises by 31.12.2026 and in consequence of which an Affidavit of Undertaking was directed to be filed before the next date of hearing. It is contended that the aforesaid submission was allegedly made by the erstwhile counsel without instructions from the Petitioner and, therefore, cannot bind the Petitioner. The relevant portion of the aforesaid Order dated 08.04.2026 is reproduced hereinbelow:

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<sup>2</sup> Impugned Judgment

<sup>3</sup> learned RC

<sup>4</sup> Eviction Petition

<sup>5</sup> CPC

<sup>6</sup> DRC Act

<sup>7</sup> Subject Premises

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“7. During the course of arguments, learned counsel for the petitioner, on instructions of the latter, submits that the latter shall vacate the subject premises by 31.12.2026.

8. Let an affidavit of undertaking regarding the aforesaid be placed on record by the petitioner before the next date of hearing. The aforesaid undertaking shall also state that the petitioner shall pay all the statutory charges including electricity bills till subject premises will be occupied by him.

9. Learned counsel for the respondent submits that, in view of the aforesaid undertaking, he does not wish to insist for payment of use and occupation charges.”

4. At the outset, it is significant to mention that the statement recorded in the Order dated 08.04.2026 is not in the nature of a tentative or exploratory submission. The same is an unequivocal statement that the Petitioner “*shall*” vacate the Subject Premises by 31.12.2026, and is expressly recorded to have been made by learned counsel “*on instructions of the latter*”. The Court thereafter directed the Petitioner to place an Affidavit of Undertaking on record embodying the aforesaid commitment. Equally material is the fact that, acting upon the said commitment, learned counsel appearing for the Respondent expressly submitted that the Respondent would not insist upon payment of use and occupation charges.

5. The subsequent proceedings assume significance in this regard. On 22.05.2026, the Petitioner appeared before this Court in person. No objection was raised by him to the recording of the aforesaid submission in the Order dated 08.04.2026, nor was any grievance raised that his erstwhile counsel had made any statement without instructions. The only request made on that date was for some time to engage a new counsel. The Order dated 22.05.2026 once again specifically recorded that the Affidavit of Undertaking, in terms of the Order dated 08.04.2026, had not been filed and directed that the same be filed before the next date of hearing, i.e. today. The relevant

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portion of the aforesaid Order dated 22.05.2026 is reproduced hereinbelow:

“2. Petitioner, who appears in person, seeks time to engage a new counsel.

3. Affidavit of undertaking on behalf of the petitioner in terms of order dated 08.04.2026 have not been filed. Let the same be done before the next date of hearing i.e., 28.09.2026.”

6. In the aforesaid backdrop, the submission now sought to be advanced on behalf of the Petitioner that the statement recorded on 08.04.2026 was made without instructions, cannot be accepted. If, in fact, the erstwhile counsel had made a statement contrary to the Petitioner's instructions, the Petitioner, who appeared in person on 22.05.2026, ought to have immediately brought the same to the notice of the Court. No such objection was raised. On the contrary, the Order dated 22.05.2026 clearly records that the Affidavit of Undertaking, as directed *vide* the Order dated 08.04.2026, was yet to be filed.

7. The contention that the statement was made without instructions also does not commend acceptance in the facts of the present case. Learned counsel appearing today is unable to demonstrate that any complaint, application for recall/modification of the order, or other contemporaneous action was taken by the Petitioner against the erstwhile counsel upon the alleged discovery of such unauthorised statement. More importantly, when the Petitioner himself appeared before this Court on 22.05.2026, no such objection was raised. The present attempt, after the matter has proceeded on the basis of the said representation and after the Respondent has acted upon it, is therefore clearly an attempt to resile from a position which had already been placed before and acted upon by the Court.

8. In support of the aforesaid view, this Court relies upon the

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judgments of the Hon'ble Supreme Court in ***Firm Ganpat Ram Rajkumar v. Kalu Ram & Ors.***<sup>8</sup> and of this Court in ***Kashmere Gate Charitable Trust v. M.G. Shahani & Co. (Delhi) Pvt. Ltd.***<sup>9</sup>, to the limited extent that an unequivocal representation or undertaking made before the Court, particularly where the Court has proceeded on the basis thereof, cannot subsequently be resiled from so as to defeat or frustrate the course of proceedings, although the said decisions arose in the context of contempt proceedings.

9. In ***Firm Ganpat Ram Rajkumar*** (*Supra*), the Hon'ble Supreme Court, while considering the effect of a representation made before the Court in proceedings concerning an eviction order, held that a party cannot be permitted to take advantage of a position or representation on the basis of which the Court has proceeded and thereafter adopt a course of action which would frustrate or defeat the order of the Court. The Hon'ble Supreme Court, in the said context, emphasised that the indulgence granted by the Court could not subsequently be utilised in a manner which would defeat the very basis on which such indulgence had been granted. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

“3. This Court recorded that the aforesaid question was pending consideration in this Court. However, it appears that the said firm did not file any undertaking, usual or otherwise. The usual undertaking to this Court means, inter alia, a statement that the party giving the undertaking is in possession of the premises and that it will further deliver vacant and peaceful possession to the landlord or the respondent. As mentioned hereinbefore, the petitioner did not file the undertaking though it had obtained time from this Court on that plea. Furthermore, the petitioner did not vacate the premises in question. It appears that Sanjay Kumar and Lala Ram sons of Rajkumar and Ved Prakash who as sons of Ganpat Ram filed a suit in the court of Senior Sub-Judge, Narnaul

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<sup>8</sup> 1989 Supp (2) SCC 418

<sup>9</sup> 1980 SCC OnLine Del 116



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for permanent injunction, restraining the present applicants from ejecting Sanjay Kumar and Lala Ram. It may be mentioned that Ganpat Ram and Rajkumar are the partners of the petitioner-firm M/s Ganpat Ram Rajkumar. The said firm and the partners thereof were bound in law to comply with the order dated 24-8-1987. In the said suit Sanjay Kumar and Lala Ram obtained an order of temporary injunction dated 3-11-1988. The learned Senior Sub-Judge, Narnaul, by an order in an application under Order 39 Rules 1 and 2 read with Section 151 of the Code of Civil Procedure in Civil Suit No. 121 of 1988 filed in the Court of Senior Sub-Judge, Narnaul, by Sanjay Kumar, Lala Ram — minor sons of Rajkumar and Ved Prakash, son of Ganpat Ram as partners in the said firm, made the order of injunction.

4. The said suit was instituted against Kalu Ram and Puran Chand sons of Roshan Lal and also against Ganpat Ram. In the order passed on 12-2-1988 in the said suit, the learned Senior Sub-Judge, Narnaul had stated that the present plaintiffs had claimed right of tenancy to the premises in question independently and as such the decree of eviction passed by this Court in Special Leave Petition No. 5597 would not bind the plaintiffs therein. He, therefore, issued an injunction restraining the parties who were Kalu Ram, Puran Chand and Ganpat Ram, partners of the petitioner Firm. As mentioned hereinbefore, both Sanjay Kumar and Lala Ram are sons of Rajkumar and Ved Prakash respectively, who is a partner of the firm, Ganpat Ram Rajkumar. Rajkumar was a partner, Ganpat Ram was a partner and their sons and grandsons were claiming in the suit in Narnaul. On the date of the order of this Court dated 21-8-1987 in the said special leave petition, the petitioner therein had obtained time on the implied assurance and representation that they were in possession of the premises in question and were capable of delivering the vacant possession to the applicants herein. The effect of the said order of this Court, as we have set out hereinbefore, is that the applicants would have vacant possession from the firm, Ganpat Ram Rajkumar. It is not clear from the order of the learned Senior Sub-Judge, Narnaul dated 3-11-1988, how since the order of this Court dated 24-8-1987, the plaintiffs in the suit in Narnaul court could have in possession of the premises in question. Having regard to the relationship between the parties and having regard to the undertaking promised to be filed in this Court upon which time was obtained from this Court, it appears to us that there is a clear non-compliance of the order. The order stated that vacant possession was to be given.

5. In the aforesaid view of the matter, the question that requires consideration is how will this order of eviction passed by the High Court and confirmed by this Court by dismissing the special leave petition on the terms mentioned hereinbefore on 24-8-1987 is to be

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enforced or implemented? In our opinion, the said order must be implemented and cannot be allowed to be defeated by the dubious methods adopted by the partners of the said firm of Ganpat Ram Rajkumar. The whole conduct betrays a calculated attempt to defeat the order of this Court and to mislead this Court. If that is the position, in our opinion, parties cannot be allowed to do so and get away by misleading this Court. This application was made for contempt. It may or may not be appropriate to pass any order punishing the wrongdoers. But there is no doubt that the order of this Court dated 24-8-1987 is being sought to be defeated and frustrated. Sons and grandsons of the partners or erstwhile partners of the firm cannot be allowed to frustrate the order of this Court.

6. Mr Ashri, learned counsel for the respondents submitted that the respondents could not be held guilty of contempt of court. It was further submitted by him that no undertaking had, in fact, been given, as such there is no question of breach of any undertaking by anybody. Mr Ashri was right. In fact, no undertaking was given. It is also true that the parties who instituted suit in Narnaul and obtained the order of injunction dated 3-11-1988 were not parties before this Court when this Court passed the order on 24-8-1987 nor are those parties successors-in-interest, according to law, of those who were bound by the order dated 24-8-1987, as such. As we look at it, the order of this Court is an order of the High Court with a sanction of this Court and the applicants were entitled to have it executed. It has been interfered, interfered by the firm along with the plaintiffs in the said suit at Narnaul. Mr Ashri referred to certain observations of this Court in **Babu Ram Gupta v. Sudhir Bhasin** [(1980) 3 SCC 47 : 1980 SCC (Cri) 527 : AIR 1979 SC 1528 : (1979) 3 SCR 685] wherein pending decision of a dispute between the parties referred to an arbitrator, the High Court passed with the agreement of the parties a consent order appointing a receiver. The court directed that the receiver should take charge of the property forthwith from the appellant therein and submit periodical reports to the court regarding the running of the business. Without making an express direction to the appellant, that the properties in its possession should be handed over to the receiver, the High Court directed the appellant not to interfere with the receiver in the running of the business and that the appellant should give the receiver all cooperation that the receiver might require. In the petition filed before the High Court in that case, the respondent alleged that by failing to hand over possession of the property to the receiver, in terms of the consent order the appellant had committed breach of the undertaking given to the court and thereby committed an offence punishable under Section 2(b) of the Contempt of Courts Act, 1971 (hereinafter referred to as 'the Act'). The High Court held the appellant to be guilty of contempt of court and sentenced him to undergo civil imprisonment. This Court held that the act of the appellant in not complying with the terms of the

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consent order did not amount to an offence under Section 2(b) of the Act, however improper or reprehensible his conduct might be. It was further held that when a person appearing before a court files an application or affidavit giving an undertaking to the court or when he clearly and expressly gives an oral undertaking which is incorporated by the court in its order and fails to honour that undertaking then a wilful breach of the undertaking would amount to an offence punishable under the Act. An undertaking given by one of the parties should be carefully construed by the court to find out the nature and extent of the undertaking given by the person concerned. It is not open to the court to assume an implied undertaking when there was none on the record, this Court said. As mentioned hereinbefore, the facts of that decision is significantly different from the facts in this case. The parties by no conduct, overt or otherwise, herein misled this Court. Indubitably, in the instant case, the decree of eviction was passed by the learned Senior Sub-Judge, Narnaul and upheld by the High Court of Punjab & Haryana. This Court dismissed the special leave petition and granted time of six months on the plea that the petitioner firm would file an undertaking. All this could not have happened if the present plaintiffs in the Narnaul suit had not consented or allowed it to be passed or stood by. It is difficult to accept the position that they did not know. In the facts of this case, we are of the opinion that they deliberately did not object to this Court passing the order and thereby allowed the firm to mislead this Court. They are, therefore, bound to see that the order of this Court is complied with. Though, contempt is a serious matter and it interferes with the right of those who are found guilty of contempt, no court should allow any party to mislead the court and thereby frustrate its order. In the aforesaid view of the matter, we are of the opinion that though perhaps the respondents could not be found guilty of violating any undertaking as there was none, in the facts and circumstances of the case, this Court should ensure compliance with its order dated 24-8-1987 and see that vacant and peaceful possession is given to the applicant in the interest of justice. Mr Sanghi, learned counsel for the applicant drew our attention to an order of this Court in **Thackar Hariram Motiram v. Balkrishan Chatrabhu Thacker** [1989 Supp (2) SCC 655 : JT (1988) 3 SC 18]. That decision was, however, on the question of entertaining a special leave petition or not. Special leave was not entertained in that case because the petitioner therein had obtained time from the High Court in respect of decree of eviction. In this case also the special leave petition was dismissed but out of consideration for the difficulties of the petitioner Firm in the said petition, this Court was induced to grant some time on certain considerations. It appears that this Court was misled. It further appears that the respondents, all of them, were guilty of acts which led to the situation and thereby frustrate the order of this Court.”

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10. This Court also finds guidance from the judgment of this Court in *Kashmere Gate Charitable Trust (Supra)*, wherein, in the context of proceedings concerning possession of premises, the effect of an undertaking given before the Court was considered. The Court recognised that an undertaking given in judicial proceedings constitutes a solemn promise made by a party, upon the faith of which the Court may proceed to adopt a particular course. Where an order or concession is granted on the basis of such undertaking, the party giving the same cannot thereafter be permitted to resile from the commitment so made, particularly where the opposite party or the Court has acted upon the same. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

“22. For ages courts have accepted undertakings given by counsel and clients because they have found in them safety and security. “Undertaking” is frequently used in the special sense of a promise given in the course of legal proceedings by a party or his counsel, generally as a condition to obtaining some concession from the court or the opposite party. It means in this case that the trust promised to deliver possession if it subsequently turned out that they were not entitled to retain possession. But now the trust refuses to acquiesce in the ruling of the court. They fail to perform the undertaking. They fail to obey. They commit contempt. An undertaking entered into with or given to the court by a party has exactly the same force as an order made by the Court, and accordingly breach of an undertaking amounts to a contempt in the same way as a breach of an injunction (Borrie and Lowe—Law of Contempt p. 325). The only sanctions for breach are imprisonment for contempt, sequestration or a fine [Re Hudson, (1966) Ch. 207].

23. “Civil contempt” is defined in section 2(b) of the Contempt of Courts Act, 1971, as a “wilful breach of an undertaking given to a court”. In *Halsbury's Laws of England* Vol. 9 (4th ed.) at p. 44 it is said:

“An undertaking given to the court by a person or corporation in pending proceedings, on the faith of which the court sanctions a particular course of action, has the same force as an injunction made by the court and a breach of the undertaking is misconduct amounting to contempt.”



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On the faith of the undertaking the court adopted a particular course of action. It stayed dispossession of the trust. Otherwise the company would have taken proceedings in restitution. The trust was allowed to remain in possession. This was a concession. Now the answer of the trust's counsel that "I did not give any undertaking that in the event of the appeal being decided on one way or the other the appellant shall deliver possession to the respondent" is a breach of faith, to say the least. It is a breach of the trust the court reposed in the undertaking.

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26. I have come to the conclusion that stay in favour of the trust ought to be vacated and I do so. The reason is that restitution is an equitable remedy. There are no equities in favour of the trust. Stay is discretionary. The trust claims to be a charitable body. But charity begins at home. The court will not assist a party who has unjustly resumed possession, however, beneficial may be the objects of the trust and however long the list of its deserving charities. It must do justice to the parties before it. If scales of justice tilt in favour of one it will try to restore the balance by redressing the wrong done to the other. The truth is that the fight is over possession. Possession is precious. Precious to all—to the trust as well as to the company it is nineteenth of law. But who in justice ought to retain possession at this stage? This is the question I am of opinion that it ought to be given to the ousted company who were never heard in the eviction case. Possession was unjustly taken from them.

27. Counsel for the trust argued that it is again the time-honoured practice of the court not to deliver possession while the appeal of a party is pending. This is a complete inversion of an established rule. The general practice is that a tenant who is ordered to be evicted after a full hearing can be allowed to retain possession, during pendency of appeal, if his conduct is just. No such practice can be followed where a party has been thrown out without a hearing in promoulded in large measure for a somewhat different purpose to the facts of the present case will not promote justice.

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29. It is the duty of the court to see that trials of cases are fairly conducted, that lawful remedies are readily available, that no party is allowed to have an upper hand and the streams of justice are kept pure and unsullied. It is its duty to see that no person is deprived of property or possession without the due process of law."

11. In support of the aforesaid view, this Court also places reliance

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upon **Balwantbhai Somabhai Bhandari v. Hiralal Somabhai**<sup>10</sup>, wherein the Hon'ble Supreme Court elucidated on the effect of a representation made before the Court and was acted upon, notwithstanding the subsequent non-filing of a formal undertaking. The Hon'ble Supreme Court, while considering an undertaking to vacate premises, reiterated that even in the absence of a formally filed undertaking, a representation made before the Court, on the basis of which the Court proceeds to adopt a particular course of action, cannot be rendered inconsequential. The relevant portion of the aforesaid Judgment is reproduced hereinbelow:

**“66. In *Rita Markandey v. Surjit Singh Arora* [*Rita Markandey v. Surjit Singh Arora*, (1996) 6 SCC 14], it was observed that even if parties have not filed an undertaking before the court but if the court was induced to sanction a particular course of action or inaction on the representation made by a party and the court ultimately finds that the party never intended to act on the said representation or such representation was false, the party would be guilty of committing contempt. It was observed : (SCC p. 20, para 12)**

**“12. Law is well settled that if any party gives an undertaking to the court to vacate the premises from which he is liable to be evicted under the orders of the court and there is a clear and deliberate breach thereof it amounts to civil contempt but since, in the present case, the respondent did not file any undertaking as envisaged in the order of this Court the question of his being punished for breach thereof does not arise. *However, in our considered view even in a case where no such undertaking is given, a party to a litigation may be held liable for such contempt if the court is induced to sanction a particular course of action or inaction on the basis of the representation of such a party and the court ultimately finds that the party never intended to act on such representation or such representation was false. In other words, if on the representation of the respondent herein the Court was persuaded to pass the order dated 5-10-1995 extending the time for vacation of the suit premises, he may be held guilty of contempt of court, notwithstanding non-***

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<sup>10</sup> (2023) 17 SCC 545



furnishing of the undertaking, if it is found that the representation was false and the respondent never intended to act upon it.”

(emphasis supplied)

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**68.** In **Govind Kaur v. Hardev** [Govind Kaur v. Hardev, 1981 SCC OnLine Raj 286 : (1982) 1 Rent CR 323] , a question arose before a Division Bench of the Rajasthan High Court whether the tenant was guilty of the contempt of Court. On 13-3-1980 when the judgment was pronounced the counsel for the tenant made a request to the Court for grant of time to vacate Shop No. 6. She was granted time of two months. She undertook to deliver vacant possession of Shop No. 6 to the landlord on or before the expiry of two months from that day. It was held : (Govind Kaur case [Govind Kaur v. Hardev, 1981 SCC OnLine Raj 286 : (1982) 1 Rent CR 323] , SCC OnLine Raj para 8)

*“8. ... This cannot be said to be an arrangement by way of agreement between the parties for vacating Shop No. 6. It is an undertaking to the Court. An undertaking is a promise, given to the Court by a party to a proceeding, to do or not to do particular thing, which is enforceable as an injunction because when the Court accepts an undertaking given by a party, its order amounts in substance to an injunction. An undertaking given to the court by a person or a Corporation in pending proceedings on the faith of which the court sanctions a particular course of action or inaction, has the same force as an injunction made by the Court and breach of the undertaking is misconduct amounting to contempt. An “undertaking given to the Court” should be distinguished from a consent order, or what is known as an order passed on a compromise petition filed by the parties in a civil proceedings. A consent order is a mere agreement between the parties, even though the Court might record it and append its order thereto and in case of the failure of a party to comply with the terms of a consent order, the injured party cannot apply for committing the defaulter for contempt; his remedy is by way of specific performance or injunction. However, when a party secures an order from the court on giving an undertaking to the Court that he will take a particular course of action or inaction, such undertaking itself operates as an injunction made by the Court because the Court has made its order on the faith of the undertaking e.g. stay of execution of the decree or order.”*

(emphasis supplied)



69. The Court then expressed that they were definitely of the opinion that it was an unconditional and unqualified undertaking to the court even though the words to that effect were not used either in the statement or order of the Court.

70. Thus, the expression a party “undertakes” or “gives a solemn promise” or “it is stated at the Bar on instructions from clients that the property shall not be sold” used in the statements of the parties or their counsel or in the orders and decrees of the court, unless the context otherwise suggests, means an implied undertaking to the court. The undertaking is always understood to be an undertaking to the court, which undertaking could be enforced by committal proceedings.

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72. Having regard to the principles of law as aforesaid, it will be too much for this Court to say that the statement made by the learned Senior Counsel before the High Court was just an assurance given to a party to the *lis* and was not an undertaking given to the court so as to entail the consequences of “civil contempt”.

73. It is true that every undertaking given by a party to a litigation may not be an undertaking to the court; there is a difference between an undertaking given to the other party and an undertaking given to the court. The breach of an undertaking given to the other party may not constitute the contempt of court. However, whether a particular undertaking is an undertaking to the court or to the opposite party must depend upon the facts and circumstances of each case and the language used. In the case on hand, it is not the case of the appellants that they had negotiated a settlement with the other side outside the court and reported the same to the High Court and the High Court proceeded to pass the order incorporating the undertaking given by the learned counsel upon instructions from the clients. Even if the parties, had negotiated a settlement outside the court and reported the same to the court and the court would have passed an order, in terms of such understanding, there would be no scope to warrant that the undertaking was not given to the court.

74. An undertaking or an assurance given by a lawyer based upon which the court decides upon a particular course of action would definitely fall within the confines of “undertaking” as stipulated under Section 2(b) of the 1971 Act and the breach of which would constitute “civil contempt”. As held in *M. v. Home Office* [*M. v. Home Office*, 1992 QB 270 : (1992) 2 WLR 73 (CA)] relied upon by this Court in *Rama Narang* [*Rama Narang v. Ramesh Narang*, (2006) 11 SCC 114] that if a party or solicitor or counsel on his behalf, so as to convey to the court a firm conviction that an undertaking is being given, that party will be bound and it will be



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no answer that he did not think that he was giving it or that he was misunderstood. The breach of an undertaking given to a court by a person in a pending proceeding on the faith of which the court sanctions a particular course of action is misconduct amounting to contempt.”

12. Even on merits, this Court has carefully examined the Impugned Judgment dated 16.12.2025 passed by the learned RC. The learned RC has duly considered the material placed on record and has furnished cogent reasons for rejecting the Application seeking leave to defend and consequently passed the eviction order in favour of the Respondent. The Petitioner, through the present Petition, has failed to point out any material illegality, perversity or jurisdictional infirmity in the findings returned by the learned RC so as to warrant interference by this Court in exercise of its limited revisional jurisdiction under the proviso to Section 25-B(8) of the DRC Act. Mere disagreement with the view taken by the learned RC, in the absence of any such infirmity, would not warrant interference in exercise of revisional jurisdiction.

13. It is well settled, as consistently held by the Hon'ble Supreme Court, *inter alia*, in, **Sarla Ahuja v. United India Insurance Co. Ltd.**<sup>11</sup>, **Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh**<sup>12</sup>, and, more recently, in **Abid-Ul-Islam v. Inder Sain Dua**<sup>13</sup>, that the jurisdiction exercised by this Court under the *proviso* to Section 25-B(8) of the DRC Act is supervisory and revisional in nature and cannot be equated with appellate jurisdiction. This Court, therefore, is not required to re-appreciate the evidence or substitute its own view merely because another view may be possible, unless the findings

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<sup>11</sup> (1998) 8 SCC 119

<sup>12</sup> (2014) 9 SCC 78



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returned by the learned RC suffer from a jurisdictional error, perversity or material irregularity warranting interference.

14. In view of the aforesaid discussion, this Court finds no merit in the present Revision Petition. The attempt of the Petitioner to resile from the unequivocal commitment recorded before this Court on 08.04.2026, particularly after the subsequent proceedings and the conduct of the Petitioner on 22.05.2026, cannot be countenanced. The present Revision Petition is, accordingly, dismissed.

15. The Respondent shall be at liberty to take such appropriate steps for execution of the Eviction Order as may be permissible in law.

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

**HARISH VAIDYANATHAN SHANKAR, J.**  
**SEPTEMBER 28, 2026/tk/ma**

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<sup>13</sup> (2022) 6 SCC 30