



2026:DHC:8396



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

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Judgment reserved on: 20.07.2026
Judgment pronounced on: 28.09.2026**+ RC.REV. 29/2023, CM APPL. 4750/2023 (Stay) & CM APPL. 68802/2024 (Seeking vacation of stay of the impugned order)****SHRI BIDYYUT BHATTACHARJEE & ORS.Petitioners****Through: Mr. Samar Bansal, Senior Advocate with Ms. Vishakha Gupta, Mr. Kshitij Maheshwari and Mr. Vedant Kapur, Advocates.****versus****PARTHA SARATHI DASGUPTA & ORS.Respondents****Through: Mr. Vibhor Bagga, Mr. Shobit Bhatia, Mr. Aoun Abbas and Mr. Adrash Jaiswal, Advocates.****CORAM:****HON'BLE MR. JUSTICE HARISH VAIDYANATHAN SHANKAR****J U D G M E N T****HARISH VAIDYANATHAN SHANKAR, J.**

1. The present Petition, under Section 25 B (8) of **the Delhi Rent Control Act, 1958¹**, seeks to assail the **Order dated 03.09.2022²** passed by the **learned Senior Civil Judge cum RC, South East,**

¹ DRC Act

² Impugned Order



Saket Courts, New Delhi³, in Eviction Petition RC ARC NO.5062/2016. By way of the Impugned Order, the learned RC has dismissed the Petitioners' Application seeking leave to defend and consequently passed an order for eviction, in favour of Respondents.

FACTS:

2. Shorn of unnecessary details, the facts germane to the institution of the present Petition are as follows:

- a. The property being **H. No. J-1840, Chittaranjan Park, New Delhi⁴**, was originally owned by Smt. Anila Dasgupta and is stated to have been let out by her to Mrs. Maya Bhattacharjee (the mother of the Petitioners herein). Both Smt Anila Dasgupta and the mother of the Petitioners have since passed away. It is further stated that in the year 1987, the mother of the Petitioners had preferred a suit for specific performance against the original owner. It is stated that the original owner entered into an Agreement to Sell in respect of the subject premises with Mrs. Maya Bhattacharjee (the mother of the Petitioners), and part performance was also made; however, upon the demise of the father of the Petitioners, the original owner rescinded the said

³ Learned RC

⁴ Subject premises



agreement. The said suit came to be dismissed during the pendency of the present Petition.

- b. It is stated in the Eviction Petition that the original owner died issueless and the subject premises devolved upon the Respondents herein. It is on this basis that the Respondents herein preferred an Eviction Petition on the ground of *bona fide* requirement of Respondent No. 4/Petitioner No. 4 therein.
- c. Upon filing of the Eviction Petition, the learned RC issued notice, and the Petitioners herein filed their application seeking leave to defend, raising various challenges to the Eviction Petition.
- d. The learned RC has, after considering the record before him, rejected the application seeking leave to defend and allowed the Eviction Petition.
- e. Aggrieved by the same, the Petitioners herein have preferred the present Rent Revision Petition.

SUBMISSIONS ON BEHALF OF THE PARTIES:

3. Learned Senior Counsel would seek to assail the Impugned Order limited to the ground of the existence of a landlord-tenant relationship between the parties and the title of the Respondents herein as the owners of the subject premises. He would submit that the



Respondents herein are not the owners of the subject premises and therefore could not have preferred the Eviction Petition before the learned RC.

4. It would be submitted by the learned Senior Counsel that the Respondents herein do not derive the title as the subject premises were no longer under the ownership of the original owner once the Agreement to Sell came to be executed between the original owner and Mrs. Maya Bhattacharjee (the mother of the Petitioners). It would be submitted that the Respondents do not have a better title than the Petitioners, who are the legal heirs of Mrs. Maya Bhattacharjee and in continued possession of the Subject Property as transferees *pendente lite* pursuant to the Agreement to Sell dated 03.10.1985 by the original owner. The Petitioners' possession is thus referable to a legitimate and traceable transaction, unlike the Respondents' unsubstantiated claim.

5. Therefore, it would be submitted that there is absolutely no evidence placed on record to show that the Respondents and the Petitioners had a landlord-tenant relationship, and the averments in the Application seeking Leave to Defend were sufficient basis to consider the same as a triable issue. In view thereof, learned Senior Counsel for the Petitioners would submit that the learned RC has erred in dismissing their Application seeking Leave to Defend. To further



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buttress his argument, learned Senior Counsel would seek to rely upon the judgement passed by a coordinate bench of this Court in ***Amrit Mohini v. Brij Mohan Gupta***⁵ and the various judgements passed by the Hon'ble Supreme Court, including but not limited to the judgements in ***Subhash Chandra v. Mohd. Sharif***⁶, ***Apollo Zipper India Ltd. v. W. Newman & Co. Ltd***⁷, ***Vinay Eknath Lad v. Chiu Mao Chen***⁸, ***Precision Steel & Engineering Works v. Prem Deva***⁹; and ***Charan Dass Duggal v. Brahma Nand***¹⁰.

6. Even otherwise, it would be argued that it is not denied that the Petitioners herein were the tenants of the original owner; however, the Petitioners herein never attorned to the Respondents as their landlords after the demise of the original owner, and neither was any rent paid to them. The admitted facts, particularly that rent has neither been paid nor demanded for over three decades, clearly negate any subsisting tenancy. The Respondents' claim of landlordship rests solely on an untested derivative title, not on their entitlement to receive rent under Section 2(e) of the DRC Act. Consequently, Respondents do not qualify as "landlords" within the meaning of the Act. Learned Senior

⁵ 2023 SCC OnLine Del 6008

⁶ (1990) 1 SCC 252

⁷ (2018) 6 SCC 744

⁸ (2019) 20 SCC 182

⁹ (1982) 3 SCC 270

¹⁰ (1983) 1 SCC 301



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Counsel would seek to rely upon the judgements passed in *Tribhuvanshankar v. Amrutlal*¹¹, *H.K. Sharma v. Ram Lal*¹², *R. Kanthimathi v. Beatrice Xavier*¹³.

7. It would further be submitted by the learned Senior Counsel for the Petitioners that the Respondents' predecessors have themselves acknowledged that ownership of the subject premises stood transferred to Mrs. Sawitri Jain, and therefore, the Respondents herein had no title. It would be argued that the learned RC has erred in not taking into consideration the same and the Impugned Order is liable to be set aside on this ground alone.

8. **Per Contra**, learned counsel for the Respondents would support the Impugned Order, stating it to be well reasoned, legally sound, and not warranting any interference by this Court. Learned counsel for the Respondents would submit that the contention of the Petitioners disputing the status of the Respondents as the legal heirs of the original landlord is misconceived. It would be submitted that the original owner, Late Smt. Anila Dasgupta, died issueless and was predeceased by her husband and, therefore, in terms of Section 15 of the Hindu Succession Act, 1956, her estate devolved upon the heirs of her husband. It would be contended that the Respondents, being the

¹¹ (2014) 2 SCC 788

¹² (2019) 4 SCC 153

¹³ (2000) 9 SCC 339



sons and daughters of the brothers of the husband of Late Smt. Anila Dasgupta, are consequently her legal heirs.

9. Learned counsel would further submit that the Petitioners themselves impleaded the Respondents as legal representatives of Late Smt. Anila Dasgupta in the suit for specific performance instituted by their mother and are, therefore, precluded from disputing their status in the present proceedings.

10. It would further be submitted by learned counsel for the Respondents that the reliance placed upon the alleged Agreement to Sell between the original landlord and the mother of the Petitioners does not raise any triable issue. It would be submitted that the suit for specific performance, based upon the said alleged agreement, was pending when the Impugned Order was passed, and the learned RC rightly held that proceedings under the DRC Act cannot be converted into a title suit. He would submit that the said suit for specific performance has since been dismissed *vide* judgment dated 20.09.2023 and, although an appeal against the said judgment has been preferred, no order staying the operation of the judgment of dismissal has been passed. It would, therefore, be contended that the said plea does not survive.



11. Insofar as the contention regarding the alleged Will in favour of Smt. Sawitri Jain is concerned, learned counsel would submit that no proceedings challenging the title of the original landlord or the Respondents were pending when the eviction proceedings were instituted. It would be submitted that the application filed by Smt. Sawitri Jain seeking impleadment in the eviction proceedings was dismissed by the learned RC *vide* order dated 24.10.2019. Learned counsel would, in view thereof, contend that the subsequent proceedings initiated by Smt. Sawitri Jain on the basis of the alleged Will cannot confer any right upon the Petitioners to continue in possession of the tenanted premises. Even otherwise, it would be submitted that the pendency of proceedings concerning the alleged Will or the title of the property cannot entitle the Petitioners to resist the eviction proceedings by seeking to convert them into proceedings for adjudication of title. It would, therefore, be contended that this ground is also without merit.

12. No other submissions were advanced by the Parties.

ANALYSIS:

13. This Court has heard the learned Senior Counsel appearing for the Petitioners as well as the learned counsel for the Respondents and, with their able assistance, perused the relevant material on record.



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14. 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.

15. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in *Sarla Ahuja v. United India Insurance Co. Ltd.*¹⁴, *Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh*¹⁵, and, more recently, in *Abid-Ul-Islam v. Inder Sain Dua*¹⁶, 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.

16. 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.*¹⁷, and *Sanjeev Hiranandani v. Sunny Grover*¹⁸.

17. In *Abid-Ul-Islam* (supra), the Hon'ble Supreme Court, while elucidating the legislative intendment underlying Section 25B of the DRC Act, observed that the omission of an appellate remedy against

¹⁴ (1998) 8 SCC 119

¹⁵ (2014) 9 SCC 78

¹⁶ (2022) 6 SCC 30

¹⁷ 2024:DHC:9322

¹⁸ 2025:DHC:11285



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.”

18. 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.

19. 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.

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



21. At this juncture, this Court deems it appropriate to reproduce the findings rendered by the learned RC while dealing with the aforesaid objections, which read as under:

“9. It is now well established that for grant of leave to defend to the respondents-tenants, they have to raise triable issues of such a nature, which if proved during trial, will dis-entitle the petitioners-landlords from evicting the respondents-tenants on ground of bonafide requirement. Therefore, the tenant is required to show that he has a good defence to raise against the three requirements required to be established by the landlord, to succeed in a petition under Section 14 (1) (e) of the Act. The said requirements have been clearly spelled out by the Hon'ble Delhi High Court in Dalip Kumar Bakshi vs. Vivek Khurana, 2014 SCC Online, DEL 6437 that:

"in a bonafide necessity eviction petition which is filed under Section 14(1)(e) of the DRC Act, three aspects are required. to be seen by the Court. Firstly, there exists a relationship of landlord and tenant between the parties and landlord is the owner of the premises; Second is that the landlord needs the premises for the bonafide use for himself and /or his family members. Thirdly, the landlord must not have an alternative suitable accommodation".

Thus, the respondents have to show a good defence raising triable issue by way of the present application for leave to defend, against one or more of the above three aspects required to be established for an eviction order under Section 14(1)(e) of the Act.

10. Bonafide requirement of the landlord under Section 14 (1) (e) of DRC Act is not to be tested from the convenience and view point of tenant. The landlord being owner of the tenanted premises, is entitled to put the said tenanted premises to use for his bonafide requirement, in manner as deemed fit by the landlord. It is not for the tenant to dictate terms to the landlord as to which other property might be suitable for the purposes and requirements of the landlord. In the present case, it is not even the case of the respondents that the petitioners have any other residential property in Delhi for their use at such times, when they visit Delhi from Kolkata. It has been specifically mentioned in the present petition that petitioner no.4 is a regular visitor to Delhi in relation to his work and has to spend money for accommodation in hotels, and thus, the demised premises is required to be used as residence for the petitioners and their family members. Even if such regular visit to Delhi is disputed by the respondents, but still, it is not the case of respondents also that the petitioners or their family members never visit Delhi. Thus, the petitioners or their family members



cannot be expected to continue incurring additional expenditure on their accommodation, whenever visiting Delhi, when their needs can be fulfilled by use of demised premises as their residence during their visits/stay in Delhi. Reliance is placed upon the Judgments of Superior Courts in Pooran Chandra Aggarwal Vs. Lekh Raj (2014) 210 DLT 131, Shiv Sarup Gupta vs. Dr. Mahesh Chand Gupta AIR 1999 SC 2507, D. Sasi Kumar Vs Soundararajan in Civil Appeal No. 7546-7547/2019 (SC), decided on 23.09.2019, Adarsh Electricals & Ors. vs. Dinesh Dayal 173 (2010) DLT 518, M/s John Impex Pvt. Ltd. Vs. Dr. Surender Singh & Ors. 135 (2006) DLT 265, Anand Prakash vs. Ram Murti Devi in R.C. Rev. 100/2010 (Delhi HC) decided on 03.05.2010, Sudesh Kumar Soni & Anr. Vs. Prabha Khanna & Anr 153 (2008) DLT 652, Ragavendra Kumar v. Firm Prem Machinery [AIR 2000 S.C.534], Sarla Ahuja Vs. United India Insurance Company Ltd. AIR 1999 SC 100, S N Kapoor Vs Basant Lal Khatri, VII (2001) SLT 648 (2002) 1 SCC 329, Rishi Kumar Govil Vs. Maqsoodan, 2007 (1) RCR (Rent) 405 and Mohd. Ayub and anr Vs. Mukesh Chand (2012) 2 SCC 155.

11. As already noted above, the tenant is not entitled to weigh the bonafide requirement of petitioners against his own need for the demised premises. It is not the case of the respondents that the petitioners are in possession of another suitable property for residence. Thus, In view of the above well settled position of law, it is not open to the respondents to claim that the petitioners have no bonafide requirement for residence at the demised premises. Further, no ground has been made out by the respondents to challenge the bonafide requirement of the petitioners as stated in the petition and hence, no triable issue qua bonafide requirement of the petitioners has been raised in the present application.

12. It is pertinent to mention here that no doubt the respondents have been residing at the demised premises for a long period of time, and an eviction order will cause inconvenience to them resulting in uprooting of their residence. However, it has been categorically held in the Judgment of Hon'ble Supreme Court of India in Mohd. Ayub Vs. Mukesh Chand, 2012(2) SCC, 155 that any order of eviction is likely to cause hardship to the tenant who is being asked to move out of the premises, but depriving any person from occupying his own premises, is likely to result in more hardship. Thus, the respondents might be worthy of sympathy, but that does not raise any triable issue in their favour.

13. Now, let us examine if any triable issue has been raised qua ownership of the demised premises and landlord-tenant relationship between the parties. The respondents have challenged the present petition on the ground that there is no landlord-tenant relationship between the parties. Although it is admitted that initially such relationship existed between the mother of respondents and original owner, but later on, the original owner had agreed to sell the demised premises to the mother of



respondents and also took part consideration thereof. In this respect, a suit for specific performance is still pending. It is well settled position of law now that an eviction petition under DRC Act cannot be converted into a title suit. Admittedly, dispute qua ownership over the demised premises is pending and upon decision thereof, the parties shall be at liberty to continue availing their respective remedies. No observation is required to be made by this court upon the rights of parties in the demised premises pertaining to ownership. The only question to be examined is whether any landlord-tenant relationship existed as on date of institution of present proceedings. It is not the case of respondents that petitioners have admitted any agreement to sell, oral or in writing, in the suit for specific performance pending before concerned court of competent jurisdiction. When the petitioners have not admitted any such agreement to sell, it cannot be said that there was any change in status of the parties, from the side of petitioners-landlords. In fact, it is not denied by the respondents that after filing of the suit for specific performance, an eviction petition was also filed under DRC Act, by the original owner also against the mother of the respondents. So, even the original owner had not admitted any change in status of the parties from landlord-tenant to seller-purchaser. The case law relied upon by the respondents is of no help as in the facts of that case, existence of an agreement to sell was admitted by both the parties and part consideration payment was also admitted. Thus, the landlord had acted under the agreement to sell, which resulted in changing the status of the parties. Without having established existence of any agreement to sell and payment of part consideration, it cannot be said that there was no longer any landlord-tenant relationship between the parties. The question of existence of such agreement to sell will be determined by the concerned court of competent jurisdiction, which will open remedies available in law to the respondents, regarding the change in status, but as on date, it cannot be said that any triable issue has been raised by the respondents in respect of landlord-tenant relationship. It is also pertinent to note that Hon'ble Delhi High Court in Jivan Das Vs. Naraiyan Das AIR 1981 Delhi 291 has even held that an agreement to sell only gives the right to file a suit for specific performance for execution of document, i.e. sale deed, but it does not create any ownership right in the property itself. Thus, the respondents cannot be said to be owners of demised premises, anyway, only on basis of a pending suit for specific performance. Furthermore, as already noted above, claim of ownership by third party over the demised premises does not raise any triable issue, as it is only the status of the parties inter-se, as landlord-tenant, is to be examined, and not determine title of the demised premises.

14. In the instant case, the respondents have clearly admitted landlord-tenant relationship in their reply. Nothing has been brought on record by respondents to challenge the landlord tenant



relationship between the petitioners and respondents and therefore, the said relationship exists between the parties. Reliance is placed upon judgment Kanta Goel vs. D.P. Pathak, 1979 (1) RCR (Rent) 485; (1977) 2 Supreme Court cases 814, Pal Singh vs. Sunder Singh 1989 (2) RCR (Rent) 331; (1989) 1 Supreme Court cases 444, Seshasyana Rao & Ors Vs. Manuri Venkatesa Rao & Ors AIR 1954 Madras 53& Sri Ram Pasricha V. Jagannath & Ors (1976) 4 SCC 184.”

(emphasis supplied)

22. Having considered the rival submissions and the findings returned by the learned RC, this Court finds no infirmity, illegality or material irregularity in the Impugned Order warranting interference in exercise of the limited revisional jurisdiction vested in this Court under the proviso to Section 25B(8) of the DRC Act.

23. The principal contention urged on behalf of the Petitioners is that the Respondents have failed to establish their ownership of the subject premises and the existence of a landlord-tenant relationship between the parties. According to the Petitioners, the execution of the alleged Agreement to Sell dated 03.10.1985 by the original owner in favour of the Petitioners' mother altered the nature of their possession and brought the erstwhile landlord-tenant relationship to an end. It is further contended that the Respondents have failed to establish a title superior to that claimed by the Petitioners. This Court is unable to accept the aforesaid submission.



24. At the outset, it is required to be noted that the jurisdiction exercised by the learned RC in a petition under Section 14(1)(e) of the DRC Act is not intended to adjudicate disputed questions of title. The requirement of ownership contemplated under the said provision does not require the landlord to establish an absolute and indefeasible title to the premises in the manner required in a suit for declaration of title. It is sufficient for the landlord to establish that he has a title or interest in the premises superior to that of the tenant and is entitled to maintain the proceedings for eviction.

25. The question which, therefore, falls for consideration in the present proceedings is not whether the Respondents have established an absolute and unassailable title to the subject premises as against every person who may assert a competing claim thereto. The enquiry is limited to whether the Respondents have established their entitlement to maintain the Eviction Petition against the Petitioners and whether the Petitioners have disclosed such material as would raise a genuine triable issue concerning the existence of the landlord-tenant relationship.

26. The admitted position is that the mother of the Petitioners was inducted into the subject premises as a tenant by the original owner, Late Smt. Anila Dasgupta. The Petitioners have not disputed



the existence of the original landlord-tenant relationship. Their contention is that such relationship subsequently ceased upon the execution of the alleged Agreement to Sell in favour of their mother.

27. However, the alleged Agreement to Sell and the consequent alteration in the legal status of the Petitioners' mother was itself the subject matter of a suit for specific performance. At the time when the Impugned Order was passed, the said suit was admittedly pending adjudication. The existence and enforceability of the alleged Agreement to Sell were disputed by the predecessors of the Respondents. The learned RC was, therefore, justified in holding that the mere assertion of an agreement to sell, the existence and effect of which remained disputed and was pending adjudication before a competent civil court, could not by itself establish that the subsisting landlord-tenant relationship had come to an end.

28. Significantly, the Petitioners have themselves stated that the original owner had rescinded the alleged transaction and contested the claim of the Petitioners' mother. Thus, the very foundation upon which the Petitioners seek to contend that their status stood converted from that of tenants to prospective purchasers was disputed by the original owner herself. In these circumstances, the learned RC could not have proceeded on the assumption that the execution of the



alleged Agreement to Sell stood established and that the tenancy had consequently been extinguished.

29. An agreement to sell, by itself, does not create or transfer any right, title or interest in an immovable property. At the highest, it furnishes the proposed purchaser with a right to seek enforcement of the agreement in accordance with law. Unless the transaction is established and results in the transfer or alteration of the legal relationship between the parties, a unilateral assertion by the tenant that an agreement to sell was entered into cannot, by itself, efface an otherwise admitted tenancy.

30. The learned RC has also correctly taken note of the fact that, even subsequent to the institution of the suit for specific performance, the original owner had continued to assert her status as the landlord by instituting proceedings under the DRC Act against the mother of the Petitioners. This circumstance is material inasmuch as it demonstrates that the original owner never accepted that the relationship between the parties had undergone the alteration now sought to be asserted by the Petitioners.

31. This Court is also unable to accept the submission that the subsequent dismissal of the suit for specific performance is wholly irrelevant for the purposes of the present proceedings. Although the



legality and correctness of the said judgment may be subject to challenge in appeal, it remains relevant that the claim founded upon the alleged Agreement to Sell has not succeeded before the competent civil court. It is further not disputed that no order staying the operation of the judgment dismissing the suit has been brought to the notice of this Court.

32. In any event, even independent of the subsequent dismissal of the suit, the position as it existed on the date of the Impugned Order was that the alleged Agreement to Sell was disputed and was awaiting adjudication before a competent civil court. The learned RC, therefore, committed no error in declining to treat the disputed agreement as conclusively establishing the termination of the landlord-tenant relationship.

33. The contention that the Respondents are not the legal heirs of the original owner is equally devoid of merit. It is the specific case of the Respondents that Late Smt. Anila Dasgupta died issueless and was predeceased by her husband and that, consequently, her estate devolved upon the heirs of her husband in accordance with Section 15 of the Hindu Succession Act, 1956. The Respondents claim through the family of the husband of the original owner.



34. More importantly, the Respondents have pointed out that the Petitioners themselves had impleaded them as the legal representatives of Late Smt. Anila Dasgupta in the suit for specific performance instituted by their mother. Having treated the Respondents as the legal representatives of the original owner in proceedings initiated by them, the Petitioners cannot now, without any cogent material to the contrary, seek to contend that the Respondents have no connection whatsoever with the estate of the original owner.

35. The challenge raised by the Petitioners, therefore, seeks to introduce a disputed and complicated question regarding succession and title into proceedings under Section 14(1)(e) of the DRC Act. Such an exercise would clearly travel beyond the scope of the jurisdiction of the learned RC. Unless the Petitioners are able to demonstrate that the claim of the Respondents is wholly untenable or that there exists material which, if established, would disentitle the Respondents from maintaining the Eviction Petition, a mere assertion of a competing title cannot be permitted to defeat the summary procedure contemplated under Section 25B of the DRC Act.

36. The Petitioners have also sought to contend that no rent was paid to the Respondents after the demise of the original owner and



that there was no formal attornment in their favour. This submission is equally unpersuasive.

37. The devolution of the rights of a landlord upon his or her legal heirs does not depend upon the execution of a fresh tenancy agreement with the tenant. Nor does the absence of a formal act of attornment, by itself, extinguish the pre-existing tenancy. The tenant cannot, by declining to recognise the successor-in-interest of the original landlord or by withholding payment of rent, unilaterally bring an otherwise subsisting tenancy to an end. This Court is guided by the judgement passed by this Court in ***Ramesh Chand v. Uganti Devi***¹⁹, wherein it has been established that a tenant, having entered into possession under the landlord, cannot be permitted to dispute the continuance of the tenancy or deny the entitlement of a successor-in-interest claiming through the original landlord, except by establishing that the tenancy has been lawfully and validly determined or that the legal character of possession has otherwise undergone a legally recognised change. In the present case, as discussed hereinabove, the Petitioners have failed to establish any concluded or legally recognised change in the nature of their possession so as to displace the admitted landlord-tenant relationship.

¹⁹ 2008 SCC OnLine Del 1187



38. The submission that no rent was either demanded or paid for a considerable period cannot, in the facts of the present case, lead to the conclusion that the tenancy itself stood extinguished. The Petitioners' own case throughout is founded upon the assertion that their mother was originally inducted into possession as a tenant by Late Smt. Anila Dasgupta. The alleged subsequent change in their status is founded entirely upon the disputed Agreement to Sell. As noted hereinabove, the existence and legal consequences of the said transaction could not have been conclusively determined by the learned RC in the eviction proceedings.

39. The reliance placed by the Petitioners upon the definition of "landlord" under Section 2(e) of the DRC Act is also misplaced. Once the Respondents establish a derivative entitlement through the original landlord and a corresponding right to recover possession from the tenants, the mere fact that the Petitioners have not voluntarily paid rent to them would not render the Respondents disentitled to maintain the Eviction Petition.

40. The judgments relied upon by the Petitioners do not advance their case in the facts and circumstances of the present matter. The principles governing the grant of leave to defend are undoubtedly well settled. If the tenant discloses such facts as would, if established,



disentitle the landlord from obtaining an order of eviction, the application seeking leave to defend cannot be refused merely because the defence may ultimately fail. However, the defence disclosed must be *bona fide*, supported by material and must give rise to a genuine triable issue. A plea which is based upon a disputed assertion of title and which would require the learned RC to undertake an adjudication beyond the scope of proceedings under Section 14(1)(e) cannot, by itself, be regarded as a triable issue warranting the grant of leave to defend.

41. The decision in ***Amrit Mohini (supra)*** is also distinguishable on facts. The Petitioners cannot derive any benefit merely from the proposition that a tenant may, in an appropriate case, raise a *bona fide* dispute concerning the landlord-tenant relationship. In the present case, the original tenancy is admitted. The alleged subsequent alteration of that relationship rests upon an Agreement to Sell whose existence and enforceability were disputed by the original owner and were the subject matter of independent civil proceedings. The learned RC was, therefore, justified in declining to convert the summary eviction proceedings into an enquiry concerning the validity and legal consequences of the alleged Agreement to Sell.



42. Similarly, the reliance placed upon the decisions concerning the effect of an agreement to sell and the circumstances in which a tenancy may be regarded as having been superseded by another legal relationship is misplaced. Such principles necessarily depend upon the facts of each case and, in particular, upon whether the agreement and the conduct of the parties establish a mutually accepted alteration of their legal relationship. In the present case, the original owner consistently disputed the alleged transaction. No such admitted alteration in the status of the parties existed.

43. The further contention regarding the alleged Will in favour of Smt. Sawitri Jain does not assist the Petitioners. The learned RC was not required to determine competing claims of ownership over the subject premises between the Respondents and a third party. It is not disputed that the application filed by Smt. Sawitri Jain seeking impleadment in the eviction proceedings had been dismissed. The subsequent assertion of rights by a third party cannot, in the absence of any adjudication establishing such rights, furnish a defence to the Petitioners for resisting eviction at the instance of persons claiming through the original landlord.

44. It is well settled that a tenant is ordinarily not entitled to compel the landlord to establish an absolute title or to interpose



himself in disputes concerning title between the landlord and third parties. So long as the person seeking eviction establishes a title superior to that of the tenant and the tenant has not established any independent right to continue in possession, disputes regarding the absolute ownership of the property are not required to be adjudicated in proceedings under the DRC Act.

45. In this regard, reference may be made to the judgment of the Hon'ble Supreme Court in ***Shanti Sharma v. Ved Prabha***²⁰, wherein the Hon'ble Supreme Court held that the expression “owner” occurring in Section 14(1)(e) of the DRC Act does not require the landlord to establish absolute ownership as against the whole world. The landlord is only required to establish ownership vis-à-vis the tenant and a title which is superior to that of the tenant. The tenant cannot, in eviction proceedings, resist the claim of the landlord by setting up the alleged title of a third party when the tenant himself has no title superior to that of the landlord.

46. The principle underlying ***Shanti Sharma(supra)*** is directly applicable to the facts of the present case. The Petitioners cannot be permitted to defeat the Respondents' claim merely by relying upon an alleged title of Smt. Sawitri Jain, particularly when the Petitioners

²⁰ (1987) 4 SCC 193



themselves do not claim to derive any title through her. The alleged rights of Smt. Sawitri Jain, if any, are required to be adjudicated in proceedings initiated by or against the person claiming such rights. A tenant cannot resist an eviction petition by championing the title of a third party and thereby compel the Rent Controller to adjudicate an inter se dispute of title between persons who are not before it in the capacity of landlord and tenant.

47. In the present case, the Petitioners' possession admittedly originated under the original owner as tenants. The Petitioners have not been able to demonstrate, on the basis of any concluded or admitted transaction, that their status as tenants stood legally extinguished. Their claim under the alleged Agreement to Sell remained disputed and was subject to independent adjudication. The Respondents, on the other hand, claim through the estate of the original owner and have also been treated by the Petitioners themselves as her legal representatives in the civil proceedings instituted by them.

48. In these circumstances, this Court finds that the learned RC has considered the defence raised by the Petitioners and has given cogent reasons for concluding that no genuine triable issue concerning



the landlord-tenant relationship or the entitlement of the Respondents to maintain the Eviction Petition was disclosed.

49. It is equally pertinent that the challenge in the present Petition is confined to the findings regarding ownership and the existence of the landlord-tenant relationship. The Petitioners have not raised any substantive challenge before this Court to the findings of the learned RC concerning the *bona fide* requirement of the Respondents or the absence of any alternative suitable accommodation. Thus, even on the scope of challenge as urged before this Court, no ground is made out to interfere with the conclusions arrived at by the learned RC.

50. The Impugned Order does not disclose any failure to consider a material plea, any jurisdictional error, perversity or manifest illegality. The learned RC has applied the correct legal principles, confined the enquiry to the scope permissible under the DRC Act and considered the material placed by the parties before arriving at the conclusion that the defence raised by the Petitioners did not warrant the grant of leave to defend.

51. This Court, while exercising its revisional jurisdiction under the proviso to Section 25B(8) of the DRC Act, cannot undertake a fresh adjudication of the disputed questions of title sought to be raised



by the Petitioners or substitute its own view. No error apparent on the face of the record or illegality in the decision-making process of the learned RC has been demonstrated.

52. It is further evident that the Petitioners, under the guise of challenging the findings returned by the learned RC, are essentially seeking a reappreciation and reassessment of the material already considered by the learned RC, with a view to persuade this Court to arrive at a different conclusion. Such an exercise is also clearly impermissible in the limited revisional jurisdiction vested in this Court under the proviso to Section 25B(8) of the DRC Act. This Court does not sit in appeal over the findings of the learned RC and cannot substitute its own view merely because another view on the material placed on record may be possible. Unless the findings suffer from patent illegality, perversity, material irregularity, or disclose an error apparent on the face of the record, no interference is warranted. The submissions advanced on behalf of the Petitioners, in substance, invite this Court to undertake a fresh appreciation of the disputed material and to re-adjudicate questions already considered by the learned RC. In view of the settled limitations governing the exercise of revisional jurisdiction, this Court is unable to undertake such an exercise.



53. In view of the foregoing discussion and the law laid down, this Court finds no merit in the present Petition. The Impugned Order dated 03.09.2022 does not warrant any interference. The present Rent Control Revision Petition is, accordingly, dismissed.

54. The present Petition, along with pending application(s), if any, are also disposed of.

HARISH VAIDYANATHAN SHANKAR, J.
SEPTEMBER 28, 2026/va