



2026:DHC:8554



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI****Date of decision: 30.09.2026**# **CNR No. DLHC010443022026**

+ RC.REV. 354/2026, CM APPL. 63735/2026 (Stay), CM APPL. 63736/2026 (Addl.Doc) & CM APPL. 63737/2026 (Ex. From filing certified copies of the annexures)

RAM PARTAP GOEL

.....Petitioner

Through: Mr. Atul Jain, Mr. Ajay Kumar
and Mr. R.M. Tiwari,
Advocates.

versus

DURGA & ORS.

.....Respondents

Through: Mr. Abhimanyu Singla and Ms.
Neha Sareen, Advocates.**CORAM:****HON'BLE MR. JUSTICE HARISH VAIDYANATHAN
SHANKAR**

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JUDGEMENT (Oral)

1. The present Petition has been filed under Section 25-B(8) of the **Delhi Rent Control Act, 1958¹**, assailing the **Order dated 27.03.2026²** passed by the **learned CCJ-cum-ARC, Central District, Tis Hazari Courts, New Delhi³**, in Eviction Petition being **RC ARC 191/2025⁴**, titled “*Durga & Ors. v. Ram Partap Goel*”, whereby the Application seeking leave to defend filed by the Petitioner was dismissed and consequently, the Impugned Order was passed in favour of the Respondents with respect to Shop bearing No.

¹ DRC Act

² Impugned Order

³ learned ARC

⁴ Eviction Petition

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E16/607/B/3, Tank Road, Bapa Nagar, Karol Bagh, New Delhi-110005⁵.

2. Learned counsel appearing on behalf of the Petitioner raises a limited issue in challenge to the Impugned Order. He submits that there was a serious dispute with regard to the existence of the landlord-tenant relationship between the parties.

3. He submits that, insofar as one of the defences raised by the Petitioner is concerned, *namely*, that the documents relied upon by the Respondents, and in particular the rent receipts, were forged and did not bear his signatures, the learned ARC has rejected the said contention on the ground that the Petitioner ought to have furnished his specimen signatures from his bank records to establish that the signatures appearing on the rent receipts were forged.

4. The learned ARC has further held that the plea of forgery was not a sufficient plea, having not been substantiated by necessary material.

5. **Per contra**, learned counsel appearing on behalf of the Respondents submits that, *de hors* the aforesaid aspect, the Respondents had a sustainable case and that the principal issue relates to the alleged ownership claimed by the Petitioner on the basis of adverse possession.

6. He, therefore, submits that even if the aforesaid aspect were to be disregarded, the Respondents would nonetheless have succeeded before the learned ARC.

7. 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.

⁵ Subject Premises



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8. 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.

9. 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.

10. 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.

11. 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

⁶ (1998) 8 SCC 119

⁷ (2014) 9 SCC 78

⁸ (2022) 6 SCC 30

⁹ 2024:DHC:9322



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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.”

12. 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.

13. 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

¹⁰ 2025:DHC:11285



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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.

14. 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.

15. The principal issue which arises for consideration is whether the learned ARC was justified in rejecting the specific defence raised by the Petitioner with respect to the genuineness of the rent receipts relied upon by the Respondents for establishing the landlord-tenant relationship.

16. The Petitioner had specifically disputed the signatures appearing on the rent receipts and had asserted that the said documents were forged. The learned ARC, however, has proceeded to reject the said defence principally on the ground that the Petitioner had not furnished his specimen signatures from his bank records and that the allegation of forgery was not substantiated by sufficient material.

17. In the considered view of this Court, the aforesaid approach cannot be sustained. The question at the stage of considering an application for leave to defend is not whether the tenant has conclusively established the plea raised by him. The relevant enquiry is whether the defence disclosed, on the material placed before the learned ARC, raises a triable issue requiring adjudication.

18. In the present case, the plea was not confined to a bald denial.

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The Petitioner had specifically disputed the signatures appearing on the rent receipts, which documents were themselves being relied upon by the Respondents in support of the alleged landlord-tenant relationship. The rent receipts placed on record also display materially varying markings which are purported to be signatures of the Petitioner. Further, the signatures appearing on the Application seeking leave to defend, the affidavit accompanying the same and the present Petition are also available on record.

19. This Court is conscious that, while exercising jurisdiction under the proviso to Section 25-B(8) of the DRC Act, it cannot undertake a roving comparison of signatures or substitute its own assessment of evidence for that of the learned ARC. However, the present case does not warrant interference on the basis of a mere difference of opinion on appreciation of evidence.

20. The infirmity lies in the manner in which the learned ARC has dealt with the defence itself. A specific plea disputing the very documents relied upon to establish the landlord-tenant relationship has been rejected by requiring the Petitioner to produce specimen signatures from his bank records, without examining whether the material already forming part of the record was sufficient to disclose a triable issue.

21. The approach adopted by the learned ARC has, therefore, resulted in the material defence of the Petitioner not receiving consideration in the manner required at the stage of determining whether leave to defend ought to be granted. The error is thus not one which requires this Court to re-appreciate the evidence as an appellate court; rather, it pertains to the manner in which a material defence and the material placed in support thereof have been dealt with while

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determining the Petitioner's entitlement to defend the Eviction Petition.

22. This distinction assumes significance in the context of the limited jurisdiction under the proviso to Section 25-B(8) of the DRC Act. While this Court would ordinarily refrain from substituting its assessment for that of the learned ARC, the revisional jurisdiction is attracted where the decision-making process discloses a material error or where a relevant defence has been rejected on an erroneous premise. The Hon'ble Supreme Court in **Abid-Ul-Islam** (supra), has expressly recognised that the revisional jurisdiction extends to superintendence over the decision-making process and procedural compliance.

23. In the present case, therefore, the question is not whether the signatures on the rent receipts are, as a matter of final adjudication, forged. That issue would necessarily require adjudication on the basis of the evidence that may be led by the parties. The question at this stage is whether the Petitioner's specific challenge to the documents relied upon by the Respondents discloses a triable issue. In the considered opinion of this Court, it does.

24. The fact that the Respondents may have other material in support of their case, including their contention regarding the alleged ownership of the Subject Premises, cannot by itself cure the aforesaid defect. The existence or otherwise of a landlord-tenant relationship is a foundational aspect of the eviction proceedings, and where the documents relied upon to establish such relationship are specifically disputed, the defence cannot be discarded merely for want of specimen signatures from a particular source.

25. Consequently, this Court is of the considered view that the

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learned ARC fell into error in rejecting the Application seeking leave to defend on the aforesaid basis. The Impugned Order is, accordingly, set aside.

26. The Application seeking leave to defend filed by the Petitioner is allowed, and the matter is remanded to the learned ARC for adjudication in accordance with law.

27. The learned ARC shall proceed to adjudicate the Eviction Petition after affording the parties an opportunity to advance their respective pleadings and evidence in accordance with law.

28. Needless to state, the learned ARC shall decide the matter uninfluenced by any observations contained in the present Judgment, which have been made only for the purpose of examining the legality and propriety of the Impugned Order in the exercise of the limited revisional jurisdiction of this Court.

29. List before the learned ARC on 14.10.2026.

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

HARISH VAIDYANATHAN SHANKAR, J.
SEPTEMBER 30, 2026/pa/jk

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