



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

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Reserved on: 07.05.2026
Date of decision: 17.08.2026

CNR No. DLHC010206222024

+ **RFA(OS) 12/2024, CM APPL. 22096/2024, CM APPL. 44309/2024 &
CM APPL. 33692/2025**

M/S HARISONS AND ORS

.....Appellants

Through: Mr. Jayant Mehta, Sr. Adv. with Mr.
Vivek B. Saharya, Ms. Pallavi Arora,
Mr. Nishant and Mr. Mohd. Ameer,
Advs. along with Appellants in
person.

versus

S. BHAG SINGH (D) THR LRS AND ORS

.....Respondents

Through: Mr. R.K. Kapoor, Ms. Shweta Kapoor,
Ms. Aakriti Kapila and Mr. Rajat
Kapoor, Advs. for R-1 (a, b, c and d)
and R-4.

Mr. Arun Vohra, Mr. Dilip Kumar and
Ms. Aakriti Vohra, Advs. for R-1 (e),
2, 3.

Respondent No. 2 in person.

CORAM:

HON'BLE MR. JUSTICE VIVEK CHAUDHARY

HON'BLE MS. JUSTICE RENU BHATNAGAR

J U D G M E N T

1. The present appeal assails Judgment and Decree dated 21.02.2024 passed by the learned Single Judge of this Court in CS (OS) 60 of 2019, whereby, the learned Single Judge held the rate of rent between the parties to be more than Rs. 3,500/- per month and the tenancy as validly terminated, the



respondent's application under Order XII Rule 6 CPC was allowed and the suit was decreed. Consequently, the appellants were directed to hand over the vacant possession of the suit property.

2. The suit property was let out by Respondent No.1/landlord to the predecessor of the Appellants/tenants w.e.f. 28.10.1978 at a monthly rent of Rs.2,500/- per month. Over the years, the respondents/landlords claimed enhancement of rent under the provisions of Sections 6A and 8 of the Delhi Rent Control Act, 1958 ("DRC Act"), pursuant to which the rent stood enhanced from time to time and lastly, with the consent of parties, by order dated 01.07.2003 passed by the Additional Rent Control Tribunal, the rent was enhanced to Rs.3,328/- per month w.e.f. 01.06.1999. The respondents/landlords claimed further enhancement of rent by way of notice dated 25.03.2002 from Rs.3,328/- to Rs.3,660/- per month w.e.f. 01.05.2002, service of which is disputed by the appellants/tenants. This dispute went from Rent Controller to the appellate authority and thereafter before this High Court by way of CM(M) No. 1341/2004. Both the appellate authority and the High Court held that there is no proper finding on the question of service. Hence, the matter was remanded for a proper finding on the same after recording of evidence. The matter was again decided by the Rent Controller by his order dated 05.04.2010. However, the Rent Controller did not give any finding on the issue remanded i.e., as to whether the notice dated 25.03.2002 was validly served and the date of such service, and thus the rent stood enhanced from Rs.3,328/- per month to Rs.3,660/- per month. Instead, he held that since the respondent/landlord is asserting that the rent stood enhanced and is above Rs.3,500/- per month, therefore, his jurisdiction as per the DRC Act stands ousted. Thereafter, the respondents/landlords initiated proceeding



for eviction before the learned Single Judge in the present civil suit claiming that since the rent is more than Rs.3,500/- per month thus a civil suit for eviction is maintainable. The appellant/tenant admitted tenancy but disputed the jurisdiction claiming that the DRC Act is applicable. The learned Single Judge passed a decree under Order XII Rule 6 CPC holding that the tenancy to be validly terminated, and the appellants were directed to hand over vacant and peaceful possession of the suit property to the respondent/landlord. Aggrieved thereby, the present appeal has been filed.

3. Learned senior counsel appearing for the appellants submits that the Rent Controller, in his order dated 05.04.2010, has not given any finding on the service of notice dated 25.03.2002. It is submitted that the Rent Controller merely proceeded on the basis of the allegation of the respondent/landlord that since the rent had exceeded the statutory threshold of Rs.3,500/- per month, therefore, the jurisdiction of the Rent Controller stood ousted and the matter is to be decided by the civil court by way of civil suit. It is submitted that such a finding is illegal, as there has to be a finding by the Rent Controller as to whether the notice is validly served, the date on which it was served, and thus the rent is rightly increased above the threshold limit of Rs.3,500/- per month. It is further submitted that the question of service of notice dated 25.03.2002 was left undecided by the Rent Controller. The learned Single Judge could not have decided the said issue as per bar under Section 50 of the DRC Act.

4. *Per contra*, learned counsel for the respondents opposes the submissions advanced on behalf of the appellants and supports the impugned judgment of the learned Single Judge. Reliance has also been placed upon ***M/s Nopany Investments (P) Ltd. v. Santokh Singh (HUF)***, (2008) 2 SCC



728, wherein the Supreme Court held that upon service of notice under Sections 6-A and 8 of the DRC Act, where the rent is enhanced beyond Rs.3,500/- per month, the protection available to the tenant under the DRC Act ceases to exist by virtue of Section 3(c) of the Act.

5. We have heard learned counsel for the parties and perused the record.
6. Section 3(c), Section 6A, Section 8 and Section 50(1) of the DRC Act:-

“3. Act not to apply to certain premises.—Nothing in this Act shall apply—

....

(c) to any premises, whether residential or not, whose monthly rent exceeds three thousand and five hundred rupees; or

...

6A. Revision of rent.—Notwithstanding anything contained in this Act, the standard rent, or, where no standard rent is fixed under the provisions of this Act in respect of any premises, the rent agreed upon between the landlord and the tenant, may be increased by ten per cent. every three years.

8. Notice of increase of rent.—(1) Where a landlord wishes to increase the rent of any premises, he shall give the tenant notice of his intention to make the increase and in so far as such increase is lawful under this Act, it shall be due and recoverable only in respect of the period of the tenancy after the expiry of thirty days from the date on which the notice is given.

(2) Every notice under sub-section (1) shall be in writing signed by or on behalf of the landlord and given in the manner provided in section 106 of the Transfer of Property Act, 1882 (4 of 1882).

50. Jurisdiction of civil courts barred in respect of certain matters.—
(1) Save a otherwise expressly provided in this Act, **no civil court shall entertain any suit or proceeding in so far as it relates to the fixation of standard rent in relation to any premises to which this Act applies or to eviction of any tenant therefrom or to any other matter which the Controller is empowered by or under this Act to decide, and no injunction in respect of any action taken or to be taken by the Controller under this Act shall be granted by any civil court or other authority.**”

(emphasis added)



7. A conjoint reading of Sections 3(c), 6A, 8 and 50 of the DRC Act makes it clear that the jurisdiction of the Civil Court arises only when the monthly rent lawfully exceeds Rs.3,500/- per month, until then it is exclusive jurisdiction of Rent Controller. Service of notice, in accordance with law, is a statutory pre-condition for a lawful enhancement of rent. The jurisdiction to decide the same rests in Rent Controller under the DRC Act and not in Civil Court. In the present case, the rent stood admittedly enhanced to Rs.3,328/- per month. The respondent/landlord thereafter claimed further enhancement beyond the threshold limit of Rs.3,500/- per month w.e.f. 01.05.2002 on the basis of notice dated 25.03.2002, the service of which was disputed. The issue of service travelled before the appellate authority, and thereafter the High Court in CM(M) No.1341/2004. Before the High Court, during the course of hearing, learned counsel for the respondent/landlord therein contended that even if service of notice dated 25.03.2002 was disputed, service of the application seeking enhancement along with a copy of the notice ought itself to be treated as service of the notice. The High Court by its order dated 06.10.2004 in CM(M) while dismissing it, neither accepted the said submission nor expressed any view in its favour. Rather, after noticing the contention, this Court held, “Be that as it may, these are questions which will be open to the Controller to decide”. The issue of service of notice dated 25.03.2002 was thus expressly left open for adjudication by the Rent Controller. The matter was thus remanded to the Rent Controller for adjudication of the said issue. The Rent Controller decided the case by his order dated 05.04.2010. Relevant paragraph 12 and 13 of the same read:-

“12. Therefore, it is clear that the moment landlord asserted the rent to be Rs.3993/- per month the jurisdiction of Rent Controller is ousted. The



question whether the rent is Rs. 3993/- per month or not falls within the province of a Civil court to adjudicate upon where the civil suit for recovery of possession would lie. Obviously, such assertion and claims by the landlord would solely of his own peril. It is pertinent to note that in Nopany Investment (P) Ltd. (supra) case it was also laid down that the notice of increase of rent and termination of tenancy can be given simultaneously and there is absolutely no requirement of taking any leave of the Rent Controller for filing a suit for possession which demonstrates in clear terms that expression of "Intention" to increase the rent by the landlord takes precedence over the service of such notice.

*13. In view of afore discussed facts and circumstances, in my considered opinion once the petitioner asserts that after statutory increase the rent of the tenanted premises is Rs. 3923/- per month to be paid w.e.f. 01.01.06, the Jurisdiction of this court is ousted to entertain the present eviction petition in view of section 3(c) of the Act. Whether the notice dated 03.12.05 was ever served upon the respondent or not is no more a question to be adjudicated upon by this court as it has no jurisdiction to entertain the present eviction petition. As far as the contention of counsel for the respondent that the disposal of the present application will tantamount to review/setting aside of order of Ld. Appellate court is concerned, suffice here to say that in the given circumstances, **the requirement of taking evidence qua service of notice dated 25.03.2002 has ceased to exist and no fruitful purpose would be served if the evidence on the point of service of notice is allowed to be taken.**"*

(emphasis added)

8. The High Court by its order dated 06.10.2004 had remanded the matter back to the Rent Controller to record evidence and thereafter decide with regard to validity of service of notice dated 25.03.2002 for enhancement of rent from Rs.3,328/- per month to Rs.3660/- per month. Instead of giving a finding on the aforesaid issue in compliance of direction of the High Court, the Rent Controller held that as the respondent/landlord is now claiming that the rent has enhanced to Rs.3,993/- per month, therefore, the jurisdiction of the Rent Controller is ousted to entertain the eviction petition. He further holds that the issue with regard to valid service of notice dated 03.12.2005 was no more required to be adjudicated by him as he has no jurisdiction to



entertain the eviction petition. We fail to understand that without first deciding whether the rent was validly enhanced from Rs.3328/- per month to Rs.3,660/- per month, how could the rent be enhanced any further. The jurisdiction of the Rent Controller ceases to apply once he finds that the rent is validly enhanced beyond the threshold of Rs.3,500/- per month. Therefore, the finding of the Rent Controller is illegal as well as without jurisdiction and also in teeth of the order of remand dated 06.10.2004 of the High Court. It was incumbent upon the Rent Controller to take evidence and record a finding with regard to validity of service of notice dated 25.03.2002 by which the rent was crossing the threshold of Rs.3,500/- per month. Without such a finding from the Rent Controller, the jurisdiction of the civil court can never arise.

9. In ***Nopany Investments*** (supra), the Supreme Court held: -

“22. In the present case, after serving a notice under Section 6-A read with Section 8 of the Act, the protection of the tenant under the Act automatically ceased to exist as the rent of the tenanted premises exceeded Rs 3500 and the bar of Section 3(c) came into play. At the risk of repetition, since, in the present case, the increase of rent by 10% on the rent agreed upon between the appellant and the respondent brought the suit premises out of the purview of the Act in view of Section 3(c) of the Act, it was not necessary to take leave of the Rent Controller and the suit, as noted hereinabove, could be filed by the landlord under the general law. The landlord was only required to serve a notice on the tenant expressing his intention to make such increase. When the eviction petition was pending before the Additional Rent Controller and the order passed by him under Section 15 of the Act directing the appellant to deposit rent at the rate of Rs 3500 was also subsisting, the notice dated 9-1- 1992 was sent by the respondent to the appellant intimating him that he wished to increase the rent by 10 per cent. Subsequent to this notice, another notice dated 31-3-1992 was sent by the respondent intimating the appellant that by virtue of the notice dated 9-1-1992 and in view of Section 6-A of the Act, the rent stood enhanced by 10 per cent i.e. from Rs 3500 to Rs 3850. It is an admitted position that the tenancy of the appellant was terminated by a further notice dated 16-7-1992/17-7-1992. Subsequent to this, Eviction Petition No. 432 of 1984 was withdrawn by the respondent on 20-8-1992 and the suit for eviction, out of which the present appeal has



*arisen, was filed on 6-2-1993. That being the factual position, it cannot at all be said that the suit could not be filed without the leave of the Additional Rent Controller when, admittedly, at the time of filing of the said suit, the eviction petition before the Additional Rent Controller had already been withdrawn nor can it be said that the notice of increase of rent and termination of tenancy could not be given simultaneously, when, in fact, the notice dated 16-7-1992/17-7-1992 was also a notice to quit and the notice intending increase of rent in terms of Section 6-A of the Act was earlier in date than the notice dated 16-7-1992/17-7-1992. In any view of the matter, it is well settled that filing of an eviction suit under the general law itself is a notice to quit on the tenant. Therefore, we have no hesitation to hold that no notice to quit was necessary under Section 106 of the Transfer of Property Act in order to enable the respondent to get a decree of eviction against the appellant. This view has also been expressed in the decision of this Court in *V. Dhanapal Chettiar v. Yesodai Ammal* [(1979) 4 SCC 214 : AIR 1979 SC 1745].”*

10. So far as reliance placed by the respondents on ***Nopany Investments*** (supra), the same is misplaced. There can be no quarrel with the proposition laid down therein that the landlord is required to serve a notice under Sections 6A and 8 of the DRC Act expressing his intention to increase the rent and that, upon such lawful increase taking effect, the protection of the DRC Act ceases once the rent exceeds Rs.3,500/- per month. However, the said judgment proceeds on the premise that the statutory notice contemplated under Sections 6A and 8 had been served. The Supreme Court therein was not concerned with a matter where the very service of the notice was disputed and had already been held by the competent forums to require adjudication upon evidence. In the present case, the foundational question whether notice dated 25.03.2002 was validly served remains unresolved. Unless that jurisdictional fact is established in accordance with law, it cannot be held that the rent stood enhanced beyond Rs.3,500/- per month so as to attract Section 3(c) of the DRC Act and exclude the bar contained in Section 50 thereof. Therefore, it does not assist the respondents in the facts of the present case.



11. A Division bench of this Court in **Santosh Vaid & Anr. vs Uttam Chand** in CM(M) 48/2011, decided on 15.02.2012, held that: -

“11. In the aforesaid backdrop the legal question for adjudication can be framed as under:-

Whether in the case of premises fetching rent of less than ₹3,500/- per month, the owner / landlord can claim increase in rent other than as provided under Sections 6A & 8 of the Act or have the rent increased in proportion to the rate of inflation or devaluation of money and if so on what basis and/or to what extent?

.....

29. We accordingly answer the question framed by us herein above as under:-

A landlord of a premises governed by the Delhi Rent Control Act, 1958 is entitled to have increase(s) in rent only in accordance with Section 6A and 8 thereof and not otherwise; such a landlord cannot approach the Civil Court contending that the rent stands increased or should be increased in accordance with the inflation or cost price index; the jurisdiction of the Civil Court in this regard is barred by Section 50 of the Delhi Rent Act.”

12. In view of the aforesaid, the learned Single Judge could not have assumed jurisdiction to determine the issue of service of notice dated 25.03.2002 or to hold that the rent had crossed the statutory threshold. Such a jurisdiction exclusively vests upon the Rent Controller. Section 3(c) of the DRC Act excludes its applicability only where the monthly rent exceeds Rs.3,500/- per month. However, such exclusion could arise only when the rent was lawfully enhanced in accordance with Sections 6A and 8 of the DRC Act. Therefore, the jurisdiction to decide the validity of the notice dated 25.03.2002 with regard to enhancement of rent beyond the threshold limit of Rs.3500/- per month exclusively vests upon the Rent Controller and cannot be decided in a civil suit. The mere assertion of the landlords that the rent had exceeded the threshold limit of Rs.3,500/- per month could not, by itself, confer jurisdiction upon the civil court. The issue of service of notice dated



25.03.2002 was specifically remanded for adjudication by the Rent Controller after recording evidence. However, the Rent Controller failed to return any finding as to whether the said notice had been duly served, the date of such service and, consequently, whether and since when the rent stood lawfully enhanced beyond Rs.3,500/- per month. Thus, the very basis on which the jurisdiction of the Rent Controller could have been ousted and that of the civil court would arise, by removing the bar under Section 50 of the DRC Act, was never determined. In such circumstances, the learned Single Judge could neither decide the said issue himself nor assume jurisdiction on the basis that the rent had already crossed the statutory threshold. The learned Single Judge, therefore, proceeded without jurisdiction, and the impugned Judgment and Decree, having been passed without jurisdiction, cannot be sustained.

13. Accordingly, the impugned Judgment and Decree dated 21.02.2024 passed by the learned Single Judge in CS (OS) 60 of 2019 is set aside.

14. The present appeal is accordingly allowed. Pending application(s), if any, also stand disposed of.

**VIVEK CHAUDHARY
(JUDGE)**

**RENU BHATNAGAR
(JUDGE)**

AUGUST 17, 2026
NC