

(2026) 08 DEL CK 4293

In the Delhi High Court

Case No : RC.REV. 258/2026, CM APPL. 50053/2026 (Stay) & CM APPL. 50054/2026 (Ex.)

Afzal Baig & Ors.

APPELLANT

Vs

Mohammad Haroon

RESPONDENT

Date of Decision : 03-08-2026

Acts Referred:

Delhi Rent Control Act, 1958 — Section 25-B(8), 25B, 14(1)(e), 14(1)(g)
Code of Civil Procedure, 1908 — Section 151

Citation : (2026) 08 DEL CK 4293

Hon'ble Judges : Harish Vaidyanathan Shankar, J

Bench : Single Bench

Advocate : Mr. Arman Khan, Advocate

Judgement

1. The present Petition has been filed under Section 25-B(8) of the **Delhi Rent Control Act, 1958** read with Section 151 of the **Code of Civil Procedure, 1908**, challenging the **Judgment dated 13.02.2026**, passed by the **learned CCJ-cum-ARC, Central District, Tis Hazari Courts, Delhi**, in case being **RC-ARC/795/2018**, titled "*Mohammad Haroon v. Afzal Baig & Ors.*".

2. At the outset, learned counsel appearing on behalf of the Petitioners would submit that his challenge to the Impugned Judgement is solely confined to the alleged lack of *bona fide* requirement on the part of the Respondent herein.

3. Learned counsel appearing on behalf of the Petitioners would submit that the Respondent had entered into a **Collaboration Agreement dated 07.09.2018** with a builder, namely, Mohd. Wasim and by virtue of which the entire premises, including the First Floor, being the subject premises, were to be re-constructed from the ground floor to the top floor. He would also submit that the said Collaboration Agreement has been considered to be cancelled by virtue of the **Cancellation Agreement dated 06.11.2018**. In pursuance thereof, he would submit that the Respondent, having concealed this aspect, had neither examined the builder nor the Respondent's brother, namely, Sharful Islam. He would

submit that the non-examination of Mr. Sharful Islam is very pertinent since the alleged cancellation of the Agreement could only have been attested to by the Respondent's brother.

4. It is on the basis of this concealment that the learned counsel for the Petitioner would submit that there is an infirmity in the Impugned Judgement, and therefore warrants the interference of this Court.

5. This Court has heard learned counsel appearing on behalf of the Petitioners and, with his assistance, perused the material available on record, including the Judgment impugned herein.

6. Before proceeding to examine the grounds of challenge urged on behalf of the Petitioners, 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.

7. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in **Sarla Ahuja v. United India Insurance Co. Ltd.**⁷, **Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh**⁸, and, more recently, in **Abid-Ul-Islam v. Inder Sain Dua**⁹, 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.

8. 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.**¹⁰, and **Sanjeev Hiranandani v. Sunny Grover**¹¹.

9. 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 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.”

10. 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.

11. 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.

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

13. The sole grievance raised by the Petitioners before this Court pertains to the findings returned by the learned ARC on the issue of *bona fide* requirement. Since the challenge is confined to the said aspect alone, it would be apposite to reproduce the relevant findings recorded by the learned ARC while dealing with the Petitioners’ contention:

“30. The objection raised by the respondents in this regard is that prior to filing of the petition, the brother of the petitioner entered into a collaboration agreement dated 07.09.2018 with Mr. Mohd. Wasim, as per which the petitioner’s brother intended to get the entire demised premises reconstructed from ground floor to top floor. It has been submitted that the said collaboration agreement has exposed the need of the petitioner being malafide since he wishes to get the entire property reconstructed. Accordingly, it has been submitted that the present case ought to have been filed u/s 14 (I)(g) of the DRC Act.

31. I do not agree with the said submission. Firstly, it is pertinent to note that the aforesaid collaboration agreement was cancelled by way of cancellation agreement dated 06.11.2018, Ex. PW1/14 and hence, the said collaboration agreement is no longer in force.

32. The respondents have submitted that the said cancellation agreement was an afterthought when the petitioner was caught red handed, and the collaboration agreement was brought on record by the respondents. In this regard, I am of the considered view that even if the said collaboration agreement is taken into account, the

same will not bring the present case out of the scope of Section 14 (1)(e) of the DRC Act since the said agreement nowhere records that the reconstructed property will not be used by the petitioner for his bona fide residential use. The legal position in this regard now stands squarely clarified by the Hon'ble High Court of Delhi in **Vijay Kumar Farshwal v. Kishan Lal**, RC. Rev. 540/2018, wherein the Hon'ble High Court of Delhi observed, inter alia, "*that if the landlord would break the premises and thereafter use them for his bona fide purpose would take the petition out of the purview of Section 14(1)(e) of DRC Act and bring it within Section 14(1)(g) of DRC Act, is a misnomer*". The Hon'ble High Court of Delhi further held that there is no bar in law which prohibits the landlord from carrying out construction or alteration to the demised premises to make it suitable to his/her bona fide need.

33. Similarly, in **Sharifuddin v. Babuddin & Anr**, 2008 SCC OnLine Del 1256, the Hon'ble High Court of Delhi reiterated that a demised premises may be re-constructed and made habitable for the bona fide need of the landlord under an application for eviction under Section 14(1)(e) and there is no conflict between Section 14(1)(g) and Section 14(1)(e) in this regard. Accordingly, even if the petitioner wishes to reconstruct the property to make it habitable, there is no bar against the same. The petitioner has filed on record photographs Ex. PW1/13 (Colly.) to show that the demised premises is in dilapidated condition requiring significant repairs. Therefore, I am of the considered view that the existence of the collaboration agreement does not hamper the case of the petitioner."

14. Upon a perusal of the finding rendered by the learned ARC and tested on the touchstone of the prevailing legal position, this Court finds no infirmity in the approach adopted by the learned ARC so as to warrant interference in exercise of the limited revisional jurisdiction under the proviso to Section 25-B(8) of the DRC Act.

15. The principal submission advanced on behalf of the Petitioners is that the Respondent had entered into the Collaboration Agreement with Mr. Mohd. Wasim for reconstruction of the entire premises and that the subsequent Cancellation Agreement was an afterthought, which aspect, according to the Petitioners, was concealed by the Respondent. It is further contended that the Respondent ought to have examined Mr. Mohd. Wasim as well as his brother, Mr. Sharful Islam, in order to establish the alleged cancellation of the Collaboration Agreement.

16. This Court is unable to accept the aforesaid submission. A perusal of the findings returned by the learned ARC demonstrates that the Collaboration Agreement was not only noticed but was specifically taken into consideration while adjudicating the objection raised by the Petitioners. The learned ARC has further taken note of the Cancellation Agreement, and has returned a categorical finding that the Collaboration Agreement was no longer in force.

17. More importantly, the learned ARC did not rest its conclusion merely upon the factum of cancellation of the Collaboration Agreement. The learned ARC proceeded to consider the matter even on the assumption that the Collaboration Agreement was taken into account. Upon such consideration, the learned ARC found that the existence of the said agreement, by itself, would not take the case outside the ambit of Section 14(1)(e) of the DRC Act. The learned ARC

specifically noticed that there was nothing in the Collaboration Agreement to indicate that the reconstructed premises could not thereafter be utilised by the Respondent for his bona fide residential requirement.

18. Thus, the reasoning adopted by the learned ARC proceeds on two distinct and independent considerations. First, that the Collaboration Agreement stood cancelled by virtue of the Cancellation Agreement; and second, that even assuming the Collaboration Agreement to be taken into consideration, the same would not, in law, negate the *bona fide* requirement of the Respondent or render the eviction petition under Section 14(1)(e) of the DRC Act not maintainable.

19. The second limb of the reasoning is particularly material. The learned ARC has placed reliance upon the judgment of this Court in **Vijay Kumar Farshwal v. Kishan Lal¹²**, as also **Sharifuddin v. Babuddin & Anr.¹³**, to hold that the mere fact that the landlord proposes to reconstruct or carry out alterations in the premises does not, by itself, transform a petition founded upon *bona fide* residential requirement under Section 14(1)(e) into one falling under Section 14(1)(g) of the DRC Act. The learned ARC has further taken into consideration all the material placed before it, by both the parties, and rendered the aforesaid finding.

20. Consequently, the mere existence of the Collaboration Agreement could not, in the facts of the present case, be treated as determinative of the question of *bona fide* requirement. The learned ARC has correctly appreciated that the requirement of the Respondent has to be examined in the context of the statutory ingredients of Section 14(1)(e) of the DRC Act and that the proposed reconstruction or alteration of the premises, by itself, does not negate such requirement.

21. *Secondly*, the submission that the Respondent was required to examine Mr. Mohd. Wasim or his brother, Mr. Sharful Islam, also does not persuade this Court. The Petitioners seek to attribute determinative evidentiary significance to the non-examination of these persons, whereas the learned ARC had before it the documentary material, including the Collaboration Agreement and the Cancellation Agreement, and had duly considered the effect thereof. The Petitioners have not been able to demonstrate as to how the non-examination of either of the aforesaid persons has resulted in a failure of adjudication, is an error apparent on the face of the record or is a conclusion which is so unreasonable or perverse that it would warrant interference in revisional jurisdiction.

22. It is also significant that the learned ARC has expressly considered the contention of the Petitioners that the Cancellation Agreement was an afterthought and was executed only after the Collaboration Agreement had been brought on record. The learned ARC, however, proceeded to hold that even if the Collaboration Agreement were taken into account, the same would not render the bona fide requirement of the Respondent mala fide. Therefore, the very

premise upon which the Petitioners seek to assail the genuineness of the Cancellation Agreement does not materially advance their case.

23. In other words, even *arguendo*, the Petitioners' contention that the Cancellation Agreement ought to be viewed with suspicion, the ultimate conclusion of the learned ARC would remain unaffected. This is because the learned ARC has independently held that the Collaboration Agreement itself does not establish the absence of bona fide requirement. Thus, the challenge founded upon the alleged concealment or subsequent cancellation of the Collaboration Agreement does not disclose any jurisdictional error or material irregularity in the Impugned Judgment.

24. This Court is also unable to accept the submission that the alleged non-examination of the Respondent's brother, Mr. Sharful Islam, by itself warrants an adverse inference against the Respondent. Whether a particular witness is necessary for proving a particular fact is essentially a matter concerning appreciation of evidence. In the present case, the learned ARC has considered the documentary evidence placed before it and has returned a reasoned finding on the issue which arose for its determination. The Petitioners have not demonstrated that the finding so returned is based on no evidence or is contrary to any material evidence which goes to the root of the matter.

25. The attempt of the Petitioners, therefore, is essentially to invite this Court to reassess the evidentiary value of the Collaboration Agreement and the Cancellation Agreement and to arrive at a conclusion different from the one reached by the learned ARC. Such an exercise would amount to undertaking a fresh appreciation of evidence and substituting the view of this Court for that of the learned ARC. The same is beyond the scope of the revisional jurisdiction under the proviso to Section 25-B(8) of the DRC Act.

26. It bears reiteration that the jurisdiction of this Court under the proviso to Section 25-B(8) is not intended to provide a second opportunity to the tenant to have the entire matter re-examined on facts. Unless the findings returned by the learned ARC suffer from perversity, manifest illegality, material irregularity, jurisdictional error or an error apparent on the face of the record, this Court would not be justified in interfering merely because another view may conceivably be taken on the same material.

27. In the present case, the learned ARC has considered the precise objection now sought to be urged before this Court. The Collaboration Agreement, its alleged cancellation, the contention regarding the bona fide requirement of the Respondent, the proposed reconstruction and the condition of the premises have all been taken into consideration. The learned ARC has thereafter returned a conclusion supported by reasons and has also relied upon the applicable legal position laid down by this Court.

28. The Petitioners have, therefore, failed to demonstrate any infirmity in the decision-making process adopted by the learned ARC. There is neither any

material plea which has been left unconsidered nor any material evidence which has been shown to have been ignored in a manner warranting exercise of the revisional jurisdiction of this Court. The findings returned by the learned ARC cannot be characterised as perverse or wholly unreasonable merely because the Petitioners seek to draw a different inference from the same material.

29. In view of the aforesaid discussion, this Court finds no ground warranting interference with the Impugned Order.

30. Accordingly, the present Petition, along with pending application(s), if any, stands dismissed.

FOOTNOTES

1. DRC Act
2. CPC
3. Impugned Judgment
4. learned ARC
5. Collaboration Agreement
6. Cancellation Agreement
7. (1998) 8 SCC 119
8. (2014) 9 SCC 78
9. (2022) 6 SCC 30
10. 2024:DHC:9322
11. 2025:DHC:11285
12. RC. Rev. 540/2018
13. 2008 SCC OnLine Del 1256