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

% ***Judgment reserved on: 12.10.2026***
Judgment pronounced on: 02.11.2026

CNR No. DLHC010377652025

\+ RC.REV. 189/2025, CM APPL. 36459/2025 (Stay), CM APPL. 36460/2025 (Dir.), CM APPL. 38043/2025 (Dir.), CM APPL. 38045/2025 (Dir.), CM APPL. 38584/2025 (U/O 1 Rule 10), CM APPL. 38585/2025 (Dir.), CM APPL. 56560/2025 (Dir.) & CM APPL.70933/2026 (Dir.)

SMT BIRMATI AND ORS .....Petitioners
Through: Ms. Suman Kapoor, Ms. Garima and Mr. S.M. Prasad, Advocates.

versus

SH GIRISH GUPTA .....Respondent
Through: Mr. Ashish Kumar, Advocate.

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 25B(8) of **the Delhi Rent Control Act, 1958**[1], read with Section 151 of the **Code of Civil Procedure, 1908**[2], has been filed assailing the **Order dated 20.11.2024**[3] passed by **the learned ACJ-CCJ-ARC, South-west District, Dwarka Courts, New Delhi**[4], in E. No. 25/2022. By way of

[1] DRC Act
[2] CPC
[3] Impugned Order
[4] Learned ARC

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the Impugned Order, the learned ARC has rejected the Application seeking leave to defend preferred by the Petitioners herein and has passed an eviction order in favour of the Respondent.

BRIEF FACTS:

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

a. As stated in the Eviction Petition, the Suit Premises, located at Main Bazaar, Najafgarh, New Delhi, fall under Municipal Ward No. 137 of the Municipal Corporation of Delhi (MCD). The property is a non-residential unit let out initially in 1983 by the previous owner, Late Shri Ram Nath, at a monthly rent of Rs. 150/-, which was last increased to Rs. 377/-.

b. It is further stated that the Respondent herein inherited the ownership through his father, Lt. Shri Satya Narain Gupta. It is stated that the Subject Premises was bequeathed to the Respondent herein through a registered Will, making him the sole owner and landlord.

c. An Eviction Petition came to be filed by the Respondent herein on the ground of *bona fide* need for his elder son to set up a business.

d. Subsequently, the Respondent filed his Application seeking leave to defend along with his detailed affidavit. The Petitioners herein sought to challenge the Eviction Petition on the following grounds:

    i. The Petitioners herein challenged the Respondent's claim of ownership and status as a landlord on the

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ground that Lt. Shri Satya Narain Gupta passed away issue-less.

ii. The Respondent had alternate suitable accommodation.

e. Upon hearing both the parties, the learned ARC proceeded to dismiss the Application seeking leave to defend and passed an Order of eviction in favour of the Respondent herein.

f. Aggrieved by the said Order, the Petitioners have availed the remedy of the present Revision Petition.

SUBMISSIONS ON BEHALF OF THE PARTIES:

3. Learned counsel appearing on behalf of the Petitioners would seek to assail the Impugned Order mainly on the ground that there is no landlord-tenant relationship between the parties herein, as the Respondent herein is not the owner of the property and has no right or title in the subject premises, and therefore he cannot seek the eviction of the Petitioners herein. It would also be submitted that the Petitioners never attorned to the Respondent as the landlord and therefore, there is no existence of a landlord-tenant relationship.

4. He would also assail the Impugned Order on the ground that the learned ARC erred in observing that the validity of the Will and the question of title to the property are matters falling within the domain of civil courts, without appreciating that, in a petition under Section 14(1)(e) of the DRC Act, the existence of a landlord-tenant relationship and the requisite title of the landlord to the subject property are also required to be established. Further, it would be argued that the learned ARC has erred in ignoring the requirement that the Respondent was supposed to prove on record that the alleged will

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was propounded by the Respondent herein to show *locus standi*, since the registration of a Will does not prove its authenticity.

5. It would further be argued that the learned ARC has erred in not taking into consideration that the Petitioners herein had denied the relationship of landlord and tenant in *toto.*

6. *Secondly,* learned counsel appearing on behalf of the Petitioners would also seek to assail the Impugned Order on the ground that there was no *bona fide* need. He would submit that the learned ARC has erred in holding that the *bona fide* need asserted by the Respondent was genuine, insofar as the same was merely a desire. It would be submitted by the learned counsel for the Petitioners that the *bona fide* need urged by the Respondent herein was pertaining to his elder son; however, the said need has been urged without giving the name and occupation of the said son and that the same diminishes the *bona fide* need because the same is unsupported by any material. In pursuance thereof, it would also be submitted that the son of the Respondent is incapable of carrying out a business as he is not in a fit state of mind.

7. *Thirdly*, learned counsel appearing on behalf of the Petitioners would further submit that subsequent developments have taken place that are relevant to the present *lis*, inasmuch as the Respondent has been carrying out construction of two new shops just in the opposite lane, in the main bazar where the subject premises is located. It would also be alleged that the Respondent herein is also negotiating the sale of the newly constructed shops as well. In view thereof, it would be submitted that the newly constructed shops and the attempt to sell them extinguish any alleged *bona fide* requirement pertaining to the eviction of the Petitioners from the subject premises since, upon the

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construction of the new shops, the Respondent now has suitable alternate accommodation.

8. ***Per Contra***, learned counsel appearing on behalf of the Respondent would seek to sustain the findings returned by the learned ARC and submit that the first limb of the challenge sought to be advanced in the present proceedings, pertaining to the landlord-tenant relationship, is identical to the contention raised before the learned ARC. It is contended that the learned ARC duly considered the said contention, examined the same in its proper perspective, and rejected it for reasons recorded in the Impugned Order.

9. As regards the second and third limbs of challenges raised before this Court, learned counsel appearing on behalf of the Respondent would submit that these are grounds that were never raised before the learned ARC. More specifically, the challenge to the *bona fide* need for the son of the Respondent was never raised before the learned ARC and has not been pleaded in the present Petition as well and it is only by way of an Application seeking to place on record subsequent events that this ground has been raised. He would submit that such a challenge, now, at this stage, cannot be permitted to be urged.

10. Further, it would be argued by the learned counsel for the Respondent that the submission pertaining to the new construction carried out in other shops does not merit acceptance. It would be submitted that those properties are the subject matter of another litigation and there subsists a status *quo* order and the Court, before which that matter is *lis pendens*, had granted permission to the Respondent herein to carry out repair works. It would be submitted that since there is a status *quo* order in place, the said properties could

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not have been sold. It is also submitted that there exists a dispute which is pending adjudication in respect of the said premises and therefore, they cannot be considered as suitable alternate accommodation.

11. Adverting to the assertion made pertaining to the incapability of the son of the Respondent to carry out a business owing to him allegedly being of an unsound mind, or that the need for the subject premises for the son of the Respondent, learned counsel for the Respondent would submit that these are mere bald assertions and nothing has been placed on record to establish that the *bona fide* need for the son is not genuine or that the son of the Respondent is of unsound or unfit mind.

12. It is pertinent to note that no submissions, other than those recorded hereinabove, were advanced by either of the parties. Accordingly, the adjudication of the present matter shall be confined to the contentions so urged by the respective parties.

ANALYSIS AND CONCLUSION:

13. This Court has heard the learned counsel appearing on behalf of the parties and, with their able assistance, perused the material on record as well as the Impugned Order.

14. 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.

15. The contours of the aforesaid jurisdiction are well settled. The Hon'ble Supreme Court, in ***Sarla Ahuja v. United India Insurance***

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Co. Ltd.[5] , ***Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh***[6], and, more recently, in ***Abid-Ul-Islam v. Inder Sain Dua***[7], 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.***[8], and ***Sanjeev Hiranandani v. Sunny Grover***[9].

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

[5] (1998) 8 SCC 119
[6] (2014) 9 SCC 78
[7] (2022) 6 SCC 30
[8] 2024:DHC:9322
[9] 2025:DHC:11285

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> 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 Judgment suffers from a jurisdictional error, manifest illegality, material irregularity or perversity, or where the conclusion arrived at by the learned RC 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.

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20. 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.

21. At this juncture, this Court deems it appropriate to extract the findings rendered by the learned ARC in the Impugned Order, which read as under:

> "58. The Respondent challenges the validity of the Will presented by the Petitioner, questioning its authenticity. However, in the context of an eviction proceeding under the Delhi Rent Control Act, such a challenge is not directly relevant. The eviction petition rests on the Petitioner's status as a landlord, which is prima facie established by the payment of rent to the Petitioner. The validity of the Will and the Petitioner's ultimate ownership of the property are matters better suited for a civil title dispute and do not raise triable issues that would impact the adjudication of the eviction petition.
> 59. The Respondent also disputes the Petitioner's relationship with the deceased landlord, asserting that there was no formal adoption and therefore no legal right to succeed to the deceased's interest in the property. This defence, like the Will challenge, is irrelevant in the context of the eviction proceeding, where the Petitioner's status as the landlord is sufficient. The Respondent's payment of rent acknowledges the landlord- tenant relationship, which suffices for the purpose of establishing the Petitioner's entitlement to seek eviction based on a bona fide need.
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> **Landlord-Tenant Relationship**
> 61. The petitioner claims ownership of the suit property and asserts a landlord-tenant relationship with the respondents based on an initial tenancy created with the respondents' predecessor, Late Sh. Satya Narain Gupta. The petitioner contends that this relationship was legally transferred to him through a registered will executed by Late Sh. Satya Narain Gupta, establishing his rights as landlord over the suit property.
> 62. The respondents, however, challenge this relationship, alleging that Late Sh. Satya Narain Gupta was neither the owner nor a legally recognized landlord of the property. They dispute the authenticity of the will, labeling it as forged, and argue that the petitioner holds no valid title to establish a landlord-tenant relationship.
> 63. In assessing these claims, the court must consider the documentary evidence provided by the petitioner, including the registered will. The will's authenticity has not been formally contested in any separate proceeding, and no evidence of forgery

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or fraudulent conduct has been stated by the respondents at this stage. Additionally, the respondents have continued to occupy the premises as tenants and have not previously disputed the landlord-tenant relationship in a formal capacity, nor have they ceased paying rent.

64. Given the absence of contrary legal proceedings or clear evidence disqualifying the petitioner's claim of inheritance, and the respondents' continuous occupation under the terms of tenancy, a presumption of a valid landlord-tenant relationship arises. The respondents' conduct in accepting the authority of Late Sh. Satya Narain Gupta as landlord further supports this presumption.

65. Therefore, based on the will and the respondents' continued tenancy, the court holds that the petitioner's landlord-tenant relationship with the respondents is legally substantiated. The existence of this relationship provides a necessary foundation to evaluate the petitioner's bona fide need and whether the respondents have raised any triable issues"

(emphasis supplied)

22. Having delineated the scope of the revisional jurisdiction vested in this Court under the *proviso* to Section 25B (8) of the DRC Act, this Court shall now proceed to examine the grounds urged by the Petitioners. The principal challenge pertains to the existence of a landlord–tenant relationship between the parties, the genuineness of the *bona fide* requirement pleaded by the Respondent, and the alleged availability of alternate suitable accommodation. Each of these grounds shall be examined within the confines of the limited revisional jurisdiction exercisable by this Court.

23. At the outset, it is apposite to observe that the proceedings under Section 14(1)(e) read with Section 25B of the DRC Act are summary in nature, and the legislative scheme contemplates the grant of leave to defend only where the affidavit filed by the tenant discloses such facts as would disentitle the landlord from obtaining an eviction order or otherwise raise a triable issue requiring adjudication. The mere raising of a dispute, without a corresponding factual foundation capable of displacing the landlord's claim, would not, by

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itself, warrant the grant of leave to defend. The question before this Court is, therefore, not whether the Petitioners can formulate an alternative interpretation of the material on record, but whether the learned ARC committed any material illegality, perversity or jurisdictional error in rejecting the Application seeking leave to defend.

24. The first limb of the challenge concerns the alleged absence of a landlord–tenant relationship between the parties. Learned counsel for the Petitioners has contended that the Respondent has failed to establish any right or title in the Subject Premises, particularly in view of the dispute concerning the Will purportedly executed by Late Shri Satya Narain Gupta. It has further been urged that the Petitioners never attorned to the Respondent as their landlord and that the learned ARC erred in treating the Respondent's claim to inheritance as sufficient to establish the requisite relationship.

25. This Court is unable to accept the aforesaid contention advanced. It is well settled that, for the purposes of eviction proceedings under the DRC Act, the landlord is not necessarily required to establish an absolute and indefeasible title to the Subject Premises in the manner required in an independent civil action for declaration of title. It is also trite that in an eviction petition, the learned ARC is not required to see whether the petitioner therein has absolute ownership, but what is to be seen is whether the landlord has a better title/interest than a tenant. The inquiry is confined to determining whether the relationship of landlord and tenant exists between the parties and whether the person seeking eviction is entitled to maintain the proceedings in that capacity. The question of absolute ownership, particularly where it involves adjudication of the validity

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of testamentary instruments or competing claims of succession, is distinct from the inquiry contemplated under Section 14(1)(e) of the DRC Act.

26. In the present case, the learned ARC has taken note of the registered Will relied upon by the Respondent, the Petitioners' continued occupation of the Subject Premises as tenants, and the circumstances in which the tenancy originated. The learned ARC has further recorded that the Petitioners had not placed any material on record demonstrating that the Will was forged or that the Respondent's claim to the status of landlord was otherwise legally untenable. On an examination of the findings reproduced hereinabove, this Court finds that the learned ARC has not proceeded merely on the basis of the Respondent's assertion of ownership; rather, the claim has been considered in conjunction with the material pertaining to the subsisting tenancy and the Respondent's asserted succession to the interest of the previous landlord.

27. Undoubtedly, the registration of a Will, by itself, does not conclusively establish its due execution or genuineness, nor does it foreclose a challenge to its validity in appropriate proceedings, however, the mere denial of the Will, unsupported by any particulars or material capable of raising a substantial issue concerning the Respondent's entitlement to maintain the eviction proceedings, would not necessarily constitute a triable issue warranting leave to defend. The learned ARC has specifically recorded that no material demonstrating forgery or fraudulent conduct had been placed before it at the stage of consideration of the Application seeking leave to defend. In the absence of any material demonstrating that this finding is perverse or contrary to the record, this Court finds no justification to

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interfere with the same in the exercise of its limited revisional jurisdiction.

28. The further contention that the Petitioners never attorned to the Respondent as their landlord also fails to advance their case. The absence of express attornment, in itself, cannot be treated as conclusive of the non-existence of a landlord–tenant relationship, particularly where the Respondent asserts that his interest in the property devolved upon him by succession or testamentary disposition from the previous landlord. The relevant inquiry is whether the Respondent has sufficiently demonstrated his entitlement to maintain the eviction proceedings, and not whether the Petitioners expressly acknowledged him as landlord through a separate act of attornment. The learned ARC has considered the circumstances surrounding the subsisting tenancy and the Respondent's claim to the interest of the previous landlord. No manifest error in the approach adopted by the learned ARC has been demonstrated before this Court.

29. Insofar as the Petitioners disputing the relationship of the Respondent with Late Shri Satya Narain Gupta and questioning the Respondent's entitlement under the Will is concerned, this Court is of the considered view that, effectively, the Petitioners are seeking an adjudication upon the ultimate validity of the testamentary instrument or the Respondent's absolute title, which is not permissible in proceedings under the DRC Act. This is not to suggest that a genuine and adequately substantiated challenge to the Respondent's status as landlord must invariably be disregarded. However, in the facts of the present case, the Petitioners have not demonstrated any material error in the assessment undertaken by the learned ARC which would justify interference with the Impugned Order.

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30. The second limb of the challenge relates to the *bona fide* requirement pleaded by the Respondent for his elder son to establish a business in the Subject Premises. Learned counsel for the Petitioners has contended that the requirement is merely a desire and that the Respondent has failed to disclose the name and occupation of his son or place sufficient material on record to establish the genuineness of the requirement. It has also been alleged that the son is not in a fit state of mind to carry on a business.

31. At this juncture, it is pertinent to note that, as recorded in the submissions advanced on behalf of the Respondent, the challenge to the *bona fide* requirement was not raised before the learned ARC in the manner in which it is sought to be urged before this Court. A revisional proceeding under the *proviso* to Section 25-B(8) of the DRC Act cannot ordinarily be employed to introduce fresh factual controversies which were not placed before the learned ARC for its consideration, particularly where their adjudication would require an inquiry into facts and evidence. The Petitioners cannot seek to fault the learned ARC for failing to adjudicate upon a contention which was not raised before the ARC. Further, this challenge was not raised in the present Petition as well and came to be raised by way of an Application filed during the pendency of the present Petition. It is also pertinent to note that these grounds have been urged without placing on record any material and are merely bald assertions.

32. Even otherwise, the mere fact that the Subject Premises is required for the purpose of enabling the landlord's son to commence a business does not, by itself, render the requirement a mere desire or deprive it of its *bona fide* character. The statutory inquiry is whether the requirement pleaded by the landlord is genuine and whether the

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essential ingredients of Section 14(1)(e) of the DRC Act stand satisfied. A landlord is not required to demonstrate that the proposed business has already commenced or that the person for whose benefit the premises are sought is already carrying on an established commercial activity. The requirement may legitimately relate to the commencement of a business, provided the plea is genuine and is supported by the requisite material.

33. The unfortunate allegation concerning the alleged incapacity of the Respondent's son to carry on business is equally devoid of any demonstrated factual foundation in the material brought to the attention of this Court. No material has been identified which establishes that the son is incapable of pursuing the proposed commercial activity or that the requirement pleaded by the Respondent is a mere pretext to secure the eviction of the Petitioners. A bald assertion concerning the mental fitness or capacity of a person, unsupported by any material, cannot be elevated into a ground for disturbing an eviction order in revisional proceedings. In any event, the question whether the Respondent's pleaded requirement is *bona fide* must be assessed on the basis of the material properly placed before the learned ARC and cannot be determined on the strength of unsubstantiated allegations introduced at a subsequent stage.

34. Now adverting to the third limb of challenge pertaining to the alleged construction of two shops by the Respondent in the opposite lane of the main bazaar, as well as the alleged negotiations for their sale. According to the Petitioners, the construction of the said shops constitutes the availability of alternate suitable accommodation and consequently extinguishes the *bona fide* requirement asserted in respect of the Subject Premises.

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35. In this regard, learned counsel for the Respondent has submitted that the properties in question are the subject matter of a separate litigation, in which an order directing maintenance of status quo is stated to be operating, and that the permission granted by the concerned Court was confined to carrying out repair works. It has, therefore, been contended that the alleged construction and negotiations for sale do not establish the availability of any alternate accommodation which is legally and practically available to the Respondent for the purpose for which the Subject Premises are sought.

36. This Court is of the view that the mere assertion that other shops have been constructed or that negotiations for their sale are allegedly underway cannot, without more, establish that the Respondent is in possession of alternate accommodation which is reasonably suitable for the *bona fide* requirement pleaded in the eviction petition. The availability of alternate accommodation must be examined with reference to its actual availability, the nature and purpose of the requirement, and the relevant circumstances governing its use. The mere existence of another property, without demonstrating its availability and suitability for the purpose in question, would not be sufficient to displace the landlord's claim.

37. In the present case, the Petitioners have not demonstrated that the two shops referred to in their submissions are available to the Respondent in a manner which would render the requirement pleaded in respect of the Subject Premises non-existent or no longer *bona fide*. On the contrary, the Respondent has specifically disputed the Petitioners' assertion by referring to the subsisting litigation and the order stated to be operating in respect of the properties concerned. In

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the absence of material establishing that the alleged alternate accommodation is legally and practically available to the Respondent for the purpose of the pleaded requirement, this Court finds no sufficient basis to conclude that the learned ARC's decision warrants interference on this ground.

38. It must also be borne in mind that the assessment of the landlord's *bona fide* requirement cannot be undertaken by substituting the Court's own preferences for those of the landlord. The tenant cannot dictate the precise premises which the landlord ought to utilise for his or his family member's commercial needs. The relevant consideration is whether the requirement pleaded is genuine and whether the landlord has established the statutory conditions for eviction. Unless the availability of alternate accommodation is shown to materially undermine the pleaded requirement, the mere reference to other properties cannot, by itself, defeat the claim for eviction.

39. Insofar as the Petitioners rely upon the alleged subsequent developments concerning the two shops, this Court is conscious that a genuinely material subsequent event may, in an appropriate case, have a bearing on the relief sought by a landlord. However, the mere allegation of such a development, without adequate material establishing its nature, legal effect and relevance to the pleaded requirement, cannot be treated as sufficient to displace an otherwise sustainable eviction order. The Petitioners have not demonstrated that the alleged subsequent developments render the findings of the learned ARC manifestly erroneous or that the Respondent's requirement stands extinguished as a consequence thereof.

40. Having considered the rival submissions, this Court finds that the principal grounds urged by the Petitioners are founded either upon

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a challenge to the Respondent's title which does not, in the facts of the present case, disclose a demonstrated error in the assessment of the landlord–tenant relationship, upon factual allegations concerning the Respondent's son which are unsupported by material, or upon the alleged availability of alternate accommodation whose suitability and actual availability have not been established. None of these grounds demonstrates that the learned ARC has exercised jurisdiction not vested in it, failed to exercise jurisdiction vested in it, or committed a manifest illegality or material irregularity in passing the Impugned Order.

41. This Court is also unable to discern any perversity in the decision-making process adopted by the learned ARC. The Impugned Order reflects consideration of the principal objection concerning the landlord–tenant relationship, the Respondent's claim under the registered Will, and the circumstances of the subsisting tenancy. The Petitioners have not demonstrated that any material consideration bearing upon the determination of the Application seeking leave to defend was ignored or that the findings returned by the learned ARC are such that no reasonable judicial authority could have arrived at them on the material available on record.

42. It is reiterated that the revisional jurisdiction under the *proviso* to Section 25B(8) of the DRC Act is not an appellate jurisdiction and does not permit this Court to reassess the material as though the matter were being adjudicated for the first time. The mere possibility of another view on the facts, or the Petitioners' disagreement with the conclusions drawn by the learned ARC, cannot constitute a ground for interference. In the absence of any jurisdictional infirmity, manifest illegality, material irregularity or perversity, this Court would not be

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justified in substituting its own assessment for that of the learned ARC.

43. In view of the foregoing discussion, this Court finds no ground to interfere with the Impugned Order. The Petitioners have failed to establish that the rejection of their Application seeking leave to defend suffers from any infirmity warranting the exercise of revisional jurisdiction under the *proviso* to Section 25B(8) of the DRC Act.

44. Accordingly, the present Petition is dismissed. All pending applications, if any, also stand disposed of.

45. Before parting, it is made clear that nothing contained in this Judgment shall be construed as an adjudication upon the ultimate validity of the Will or the parties' competing claims to absolute title over the Subject Premises, which questions, if otherwise maintainable, shall be determined in appropriate proceedings in accordance with law.

HARISH VAIDYANATHAN SHANKAR, J.

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