



2026:AHC:164870

HIGH COURT OF JUDICATURE AT ALLAHABAD
MATTERS UNDER ARTICLE 227 No. - 8061 of 2026

Jagdish Kumar Bansal

.....Petitioner(s)

Versus

Manish Agrawal and another

.....Respondent(s)

Counsel for Petitioner(s)	:	Indu Prakash Singh, Rajeev Upadhyay
Counsel for Respondent(s)	:	

AFR
Court No. - 35

HON'BLE DR. YOGENDRA KUMAR SRIVASTAVA, J.

Heard Sri Indu Prakash Singh, learned counsel appearing for the petitioner.

2. The present petition has been filed, seeking to assail the order dated 07.11.2025 passed by the Rent Authority in Case No.1120 of 2025, arising out of proceedings instituted by respondent no.1 under Section 21(2) of the U.P. Regulation of Urban Premises Tenancy Act, 2021, and the subsequent appellate order dated 17.12.2025 passed by the Rent Tribunal.

3. The order dated 07.11.2025 came to be passed on a preliminary objection dated 29.10.2025 raised by the petitioner-tenant, wherein it was contended that, in the absence of a written tenancy agreement, the relationship of landlord and tenant did not exist between the parties and, consequently, the application instituted by the respondent-landlord under Section 21(2) of the U.P. Regulation of Urban Premises Tenancy Act, 2021 was not maintainable. It was further urged that, in view of the bar contained in Section 38(2) of the Act, the proceedings themselves were not maintainable.

4. The Rent Authority rejected the aforesaid preliminary objection upon holding that the expression "tenant", as defined under the Act of 2021, is of sufficient amplitude to include any person in occupation of the premises in question. It further held that Section 4(7) of the Act expressly enables the landlord to institute proceedings for eviction notwithstanding the absence of the statement of information contemplated under the said provision. Dealing with the objection founded on Section 38(2), the Rent Authority observed that the said provision merely excludes adjudication of questions relating to title in proceedings under the Act and does not denude the Rent Authority of its jurisdiction to entertain an application for eviction. As regards the remaining objections raised by the petitioner, it was held that the same involved disputed questions of fact and law requiring adjudication on the basis of pleadings and evidence and, therefore, could not be determined as preliminary issues. Consequently, the preliminary objection dated 29.10.2025 came to be rejected.

5. The Rent Tribunal, in its order dated 17.12.2025, observed that although the petitioner's application had been styled as a preliminary objection, in substance it was one seeking rejection of the proceedings on a ground analogous to that contemplated under Order VII Rule 11(d) of the Code of Civil Procedure. The Tribunal further observed that, while rejecting the objection, the Rent Authority had neither finally determined the issues raised therein nor adjudicated upon the substantive rights of the parties.

6. The Tribunal held that an application invoking Order VII Rule 11 of the Code of Civil Procedure, or any analogous preliminary objection seeking termination of the proceedings at the threshold, is not maintainable in proceedings under the U.P. Regulation of Urban Premises Tenancy Act, 2021 and that every objection available to a respondent is liable to be incorporated in the reply to the eviction application and considered at the stage of final adjudication.

7. The Tribunal, however, noticed that certain observations made by the Rent Authority while rejecting the preliminary objection were capable of prejudicing the petitioner's right to urge the legal and factual objections available to him. Accordingly, it partly allowed the appeal by directing that the objections raised by the petitioner shall be treated as forming part of his reply and shall be considered and decided independently on their own merits by the

Rent Authority at the time of final disposal of the proceedings, uninfluenced by any observations contained in the order dated 07.11.2025.

8. The principal submission advanced on behalf of the petitioner is that the existence of a written tenancy agreement constitutes a jurisdictional precondition for the institution and maintainability of proceedings under Section 21(2) of the U.P. Regulation of Urban Premises Tenancy Act, 2021. It is contended that, in the absence of such a written tenancy agreement, the Rent Authority lacked the jurisdiction to entertain the eviction application and, consequently, the proceedings themselves were liable to be rejected as not maintainable.

9. The contention advanced on behalf of the petitioner that the existence of a written tenancy agreement constitutes a jurisdictional prerequisite for the institution of proceedings under Section 21(2) of the U.P. Regulation of Urban Premises Tenancy Act, 2021 does not merit acceptance.

10. The jurisdiction of the Rent Authority emanates from the provisions of the U.P. Regulation of Urban Premises Tenancy Act, 2021 and not from the existence of a written tenancy agreement between the parties. A written tenancy agreement may constitute evidence of the terms governing the tenancy or of the jural relationship between the parties; however, it is not the source of the jurisdiction exercised by the Rent Authority. Jurisdiction cannot be made to depend upon the existence or non-existence of a document unless the statute expressly so provides.

11. The scheme of the Act also negatives the submission advanced by the petitioner. Section 21(2) creates a substantive statutory remedy in favour of the landlord in the contingencies enumerated therein. Neither the said provision nor any other provision of the Act stipulates that such remedy can be invoked only where the tenancy is evidenced by a written agreement. Had the legislature intended to make the existence of a written tenancy agreement a condition precedent to the maintainability of proceedings, it would have incorporated such a requirement in express terms. The Court cannot supply a jurisdictional condition which the legislature has consciously omitted.

12. Acceptance of the petitioner's contention would lead to anomalous consequences. It would imply that in every case where a tenant disputes the existence or validity of a written tenancy agreement, the Rent Authority would

be rendered powerless to examine even the foundational questions relating to the existence of the relationship of landlord and tenant. Such an interpretation would enable a party to defeat the jurisdiction of the statutory forum by merely disputing the documentary foundation of the tenancy, thereby frustrating the object of the enactment. The existence of the relationship of landlord and tenant, the terms of tenancy and other allied questions are matters falling squarely within the adjudicatory domain of the Rent Authority and cannot be elevated to questions affecting its inherent jurisdiction.

13. The distinction between the existence of jurisdiction and the proof of jurisdictional facts is of considerable significance. While the Rent Authority derives its jurisdiction from the statute itself, the facts giving rise to the grant or refusal of relief are matters to be established before it. A dispute regarding such facts does not denude the Authority of its jurisdiction to enquire into and determine them.

14. The aforesaid interpretation also stands fortified by the judgment of this Court in **Akhilesh Kumar vs. Sanjay Sahgal**¹, wherein, upon an examination of the scheme of the Act, it has been held that the absence of a written tenancy agreement neither renders proceedings under Section 21(2) of the Act non-maintainable nor divests the Rent Authority of its jurisdiction to entertain and decide the same.

15. The second limb of the petitioner's challenge relates to the rejection of his preliminary objection seeking dismissal of the eviction proceedings at the threshold on the ground of non-maintainability.

16. This contention also does not commend acceptance.

17. The U.P. Regulation of Urban Premises Tenancy Act, 2021 is a self-contained enactment, not merely in regard to the rights and liabilities of landlords and tenants but equally in respect of the procedure governing adjudication before the Rent Authority and the Rent Tribunal. The legislative scheme unmistakably manifests an intention to provide a simplified, summary and time-bound mechanism for adjudication of disputes arising under the Act, distinct from the ordinary procedure applicable to civil suits.

18. Section 33 of the Act expressly stipulates that, save as otherwise provided therein, the provisions of the Code of Civil Procedure shall not apply

¹ 2026 (7) ADJ 20

to proceedings before the Rent Authority or the Rent Tribunal. The exclusion is couched in broad and unambiguous terms. In place of the elaborate procedural framework envisaged under the Code, the Act prescribes a distinct procedure requiring the institution of proceedings by means of an application, issuance of notice, filing of a reply by the respondent, submission of a rejoinder, where necessary, and thereafter such summary enquiry as the Rent Authority may consider necessary for determining the controversy between the parties. The statutory emphasis is, therefore, upon substantive adjudication after exchange of pleadings rather than upon interlocutory challenges founded on technical rules of civil procedure.

19. The exclusion enacted by Section 33 is, however, accompanied by Section 34, which confers upon the Rent Authority and the Rent Tribunal certain specified powers analogous to those exercisable by a Civil Court. These powers are confined to limited procedural matters, such as summoning and enforcing the attendance of witnesses, discovery and production of documents, receiving evidence on affidavits, setting aside *ex parte* orders and such other matters as may be prescribed. The legislature has thus consciously incorporated only such procedural powers as were considered necessary for effective adjudication while simultaneously excluding the general applicability of the Code.

20. The principle of statutory interpretation applicable in such a situation is well settled. Where a special statute expressly excludes the operation of the general procedural law and selectively incorporates only specified provisions or powers, the Court cannot, by a process of interpretation, import additional provisions of the excluded enactment merely because they may appear to be convenient or salutary. Any such exercise would amount to judicial legislation and would defeat the legislative scheme embodied in the special enactment.

21. Viewed in the aforesaid backdrop, the provisions of Order VII Rule 11 of the Code of Civil Procedure neither stand expressly incorporated by Section 34 nor can their applicability be impliedly inferred. The remedy contemplated under Order VII Rule 11 is one enabling rejection of the plaint at the threshold before commencement of trial on grounds enumerated therein. Introduction of such a procedural stage into proceedings under the Act would be directly inconsistent with the statutory framework envisaged under Section 33, which contemplates consideration of the rival pleadings and adjudication of the

dispute through a summary enquiry. Acceptance of the petitioner's submission would necessarily require the Rent Authority to undertake a separate preliminary adjudication before entering upon the merits of the dispute, thereby introducing a procedural stage consciously omitted by the legislature and inevitably delaying the disposal of proceedings.

22. The Court is also unable to accept the submission that exclusion of Order VII Rule 11 deprives a respondent of the right to question the maintainability of the proceedings. The distinction between the availability of a substantive defence and the procedural vehicle for asserting such defence must be kept in view. While the independent remedy of seeking rejection of the proceedings by invoking Order VII Rule 11 stands excluded by virtue of Section 33, every objection relating to maintainability, jurisdiction, limitation, existence of the landlord-tenant relationship or any other legal or factual issue remains fully available to the respondent. Such objections are liable to be incorporated in the reply contemplated by the Act and are required to be examined and adjudicated by the Rent Authority while deciding the proceedings on their own merits. Thus, what stands excluded is not the defence itself but only a distinct procedural mechanism borrowed from the Code of Civil Procedure.

23. In the present case, the Rent Tribunal observed that the petitioner's application, though described as a preliminary objection, was in substance an application seeking termination of the proceedings at the threshold on grounds analogous to those contemplated under Order VII Rule 11 of the Code. Having regard to the statutory scheme discussed above, this Court finds no infirmity in the said view. At the same time, the Tribunal adequately safeguarded the petitioner's rights by directing that every objection raised therein shall be treated as forming part of the reply and be independently considered by the Rent Authority at the stage of final adjudication without being influenced by any observations contained in the order rejecting the preliminary objection. The approach adopted by the Tribunal is consistent with the statutory scheme and ensures that no defence available to the petitioner stands foreclosed.

24. The aforesaid view also finds support in the scheme of Sections 33 and 34 of the U.P. Regulation of Urban Premises Tenancy Act, 2021. The express exclusion of the Code of Civil Procedure, except to the limited extent provided under the Act, leaves no room for importing the provisions of Order

VII Rule 11 thereof into proceedings before the Rent Authority. Objections analogous thereto are required to be incorporated in the reply and are liable to be considered and adjudicated at the stage of final disposal of the proceedings.

25. It is manifest that the jurisdiction of the Rent Authority emanates from the statute itself, while the procedure governing proceedings before it is regulated exclusively by the provisions of the Act. Consequently, neither can the absence of a written tenancy agreement be elevated to a jurisdictional bar nor can procedural remedies excluded by the Act be invoked to seek termination of the proceedings at the threshold. At the same time, the exclusion of such procedural remedies does not denude a respondent of the right to raise all available legal and factual objections in answer to the proceedings. Every such objection remains open to be urged in the reply contemplated under the Act and falls for adjudication by the Rent Authority in accordance with law while adjudicating the proceedings on their merits.

26. In view of the foregoing discussion, this Court is satisfied that the impugned orders neither suffer from any jurisdictional infirmity nor disclose any patent illegality, perversity or material irregularity warranting interference in exercise of the supervisory jurisdiction under Article 227 of the Constitution of India.

27. The petition, being devoid of merit, is accordingly, **dismissed**.

28. It is, however, clarified that the dismissal of the present petition shall not prejudice the petitioner's right to raise all such factual and legal pleas as may be available to him in the pending proceedings before the Rent Authority. The objections raised by the petitioner shall be treated as forming part of his reply and shall be considered and adjudicated by the Rent Authority independently, on their own merits and strictly in accordance with law, uninfluenced by any observations contained either in the order dated 07.11.2025 or in the present judgment, except to the extent of the legal principles enunciated herein.

(Dr. Yogendra Kumar Srivastava, J.)

August 06, 2026

RKK/-