



2026:AHC:178044

HIGH COURT OF JUDICATURE AT ALLAHABAD

S.C.C. REVISION No. - 171 of 2025

Sri Siraj AhmadRevisionist(s)
Versus
Satya Narain Singh and anotherOpposite Party(s)
And

S.C.C. Revision No. 172 of 2025

Sri Ram Manohar GuptaRevisionist (s)
Versus
Satya Narain Singh and anotherOpposite Party (s)
And

S.C.C. Revision No. 173 of 2025

Babu Ram and anotherRevisionist(s)
Versus
Satya Narain Singh and anotherOpposite Party (s)
And

S.C.C. Revision No. 78 of 2026

Kishan Kumar Gupta @ Kishan MistriRevisionist (s)
Versus
Satya Narain Singh and another Opposite Party (s)

Counsel for Revisionist(s) : Prakhar Tandon
Counsel for Opposite Party(s) : Manish Tandon

A.F.R.

Court No. - 35

HON'BLE DR. YOGENDRA KUMAR SRIVASTAVA, J.

Heard Sri Prakhar Tandon, learned counsel for the revisionists and
Sri Manish Tandon, learned counsel for the opposite parties.

2. This batch comprises four SCC Revisions, namely SCC Revision Nos. 171, 172 and 173 of 2025 and SCC Revision No. 78 of 2025, instituted by the respective defendant-revisionists under Section 25 of the Provincial Small Cause Courts Act, 1887. SCC Revision Nos. 171, 172 and 173 of 2025 assail the separate orders dated 27.10.2025 passed by the learned Additional District & Sessions Judge/FTC, Court No. 52, Kanpur Nagar in SCC Suit Nos. 24 of 2024 (Satya Narain Singh and another v. Siraj Ahmad), 22 of 2024 (Satya Narain Singh and another v. Ram Manohar Gupta) and 21 of 2024 (Satya Narain Singh and another v. Babu Ram), respectively. SCC Revision No. 78 of 2025 assails the order dated 14.05.2026 passed by the learned Additional District Judge, Court No. 08, Kanpur Nagar in SCC Suit No. 31 of 2024 (Satya Narain Singh and another v. Kishan Mistri). By the aforesaid orders, the respective applications filed by the defendants under Order VII Rule 11(a) and (d) read with Section 151 of the Code of Civil Procedure, 1908 (hereinafter, “C.P.C.”), seeking rejection of the plaints, have been rejected.

3. The plaintiffs instituted the aforesaid four suits before the Court of Small Causes seeking eviction of the respective defendants from the disputed shops and recovery of arrears of rent and other consequential reliefs founded upon the alleged relationship of landlord and tenant.

4. The case set up by the plaintiffs in each of the suits, as disclosed from the respective plaints, is that the disputed premises are governed by the provisions of the U.P. Regulation of Urban Premises Tenancy Act, 2021 (U.P. Act No. 16 of 2021) (hereinafter, “the Act of 2021”). It is further pleaded that notices were issued to the respective defendants under the provisions of the Act of 2021 calling upon them to execute registered tenancy agreements.

5. In each of the suits, the respective defendants moved applications under Order VII Rule 11(a) and (d) read with Section 151 C.P.C., raising a common objection to the maintainability of the suits before the Court of Small Causes. The principal submission was that, on the plaintiffs’ own showing, the notices preceding the suits had been issued with reference to the Act of 2021 and the enhancement of rent had also been

claimed by invoking Sections 8 and 9 thereof. The defendants accordingly contended that the disputes were governed by the statutory scheme of the Act of 2021 and that, in the circumstances pleaded by the plaintiffs, the remedy for eviction lay before the Rent Authority and not by way of a suit before the Court of Small Causes. Particular reliance was placed upon the proviso to Section 4(3) of the Act of 2021, which, according to the defendants, contemplates the course to be followed where the landlord and tenant fail to arrive at an agreement, including the furnishing of particulars of the tenancy before the Rent Authority and the consequences, including eviction, contemplated by the statute.

6. The plaintiffs opposed the applications principally on the ground that there was no written tenancy agreement between the parties and, consequently, the Rent Authority could not assume jurisdiction. It was further contended that even if the Court of Small Causes were held to lack jurisdiction, the plaint could not be rejected under Order VII Rule 11 C.P.C. and, at best, was liable to be returned for presentation before the court of competent jurisdiction under Order VII Rule 10 C.P.C. The respective defendants filed their replications reiterating the objections raised in their applications.

7. The learned court below, by separate orders dated 27.10.2025, rejected the applications filed by the defendants in SCC Suit Nos. 24, 22 and 21 of 2024 under Order VII Rule 11(a) and (d) read with Section 151 C.P.C. In SCC Suit No. 31 of 2024, the application filed under the same provisions was rejected by the order dated 14.05.2026 passed by the learned Additional District Judge, Court No. 08, Kanpur Nagar. Aggrieved by the aforesaid orders, the respective defendants have invoked the revisional jurisdiction of this Court under Section 25 of the Provincial Small Cause Courts Act, 1887.

8. The principal contention advanced on behalf of the revisionists is that the learned court below failed to examine the legal effect of the proviso to Section 4(3) of the Act of 2021 and proceeded substantially on the premise that, in the absence of a written tenancy agreement, the

Rent Authority would have no jurisdiction. According to the revisionists, such an approach overlooks the plaintiffs' own pleadings, which disclose that the notices preceding the suits were issued under the Act of 2021 and that the enhancement of rent was claimed with reference to Sections 8 and 9 thereof. It is, therefore, contended that the statutory mechanism provided under the Act of 2021, including the remedy before the Rent Authority, was required to be examined before the suits could be permitted to proceed before the Court of Small Causes.

9. The four revisions raise common questions concerning the effect of the plaintiffs' own pleadings referring to the Act of 2021, the scope and operation of the statutory remedy contemplated thereunder, and the maintainability of the suits before the Court of Small Causes. They have, therefore, been heard together and are being decided by this common judgment.

10. The controversy, however, is not confined to the question whether the absence of a written tenancy agreement takes the disputed tenancies outside the purview of the Act of 2021. The revisionists have also specifically disputed the very existence of the relationship of landlord and tenant pleaded by the plaintiffs and, in support of such denial, have raised pleas concerning the title, ownership and possession of the disputed premises. The principal questions which consequently arise for consideration are: (i) whether, on the averments contained in the complaints, the suits are barred by Section 38 of the Act of 2021 so as to attract Order VII Rule 11(d) C.P.C.; (ii) whether the absence of a written tenancy agreement, by itself, has any bearing upon the jurisdiction of the Rent Authority under the Act of 2021; and (iii) whether a disputed question concerning the very existence of the landlord-tenant relationship, particularly where the defence raises questions of title or ownership, can be conclusively adjudicated while considering an application under Order VII Rule 11 C.P.C.

11. Learned counsel for the revisionists assailed the impugned orders principally on the ground that the learned court below failed to

appreciate the legal consequences flowing from the plaintiffs' own pleadings. It was submitted that the plaintiffs had expressly pleaded that the disputed premises were governed by the provisions of the Act of 2021, had issued notices to the respective defendants with reference to the said enactment for execution of registered tenancy agreements, and had also relied upon Sections 8 and 9 thereof for enhancement of rent. According to learned counsel, once the plaintiffs themselves founded the genesis of their claim upon the statutory framework of the Act of 2021, the Court below was required to examine the forum and remedy prescribed by that enactment before permitting recourse to the jurisdiction of the Court of Small Causes.

12. Learned counsel submitted that the notices preceding the respective suits were not ordinary notices terminating a tenancy but were issued specifically with reference to the provisions of the Act of 2021, calling upon the defendants to execute registered tenancy agreements in accordance with the statutory scheme. It was contended that the plaintiffs had simultaneously invoked Sections 8 and 9 of the Act for computation and enhancement of rent. The cause of action pleaded in the suits, therefore, according to learned counsel, could not be divorced from the statutory scheme of the Act of 2021. The question before the learned court below was consequently not merely whether the suits were described as suits for eviction, but whether, having regard to the substance of the plaintiffs' own pleadings, the special statutory mechanism under the Act of 2021 excluded recourse to the Court of Small Causes.

13. Particular emphasis was placed upon the proviso to Section 4(3) of the Act of 2021. Learned counsel submitted that the said provision specifically contemplates a situation in which the landlord and tenant fail to arrive at an agreement concerning the tenancy. In such circumstances, the statute prescribes a mechanism for furnishing the particulars of the tenancy before the Rent Authority and also contemplates consequences, including eviction, in the event of failure to furnish the requisite particulars. It was thus argued that the statutory scheme is not rendered

inapplicable merely because the parties have failed to execute a written tenancy agreement; rather, the very contingency of failure to formalise the tenancy has been addressed by the legislature by prescribing a consequential statutory mechanism.

14. It was, therefore, urged that the statutory remedy could not be bypassed merely by presenting the proceedings in the form of suits for eviction before the Court of Small Causes. Where the plaintiffs themselves assert that the tenancy is governed by the Act of 2021, invoke its provisions in the notices preceding the suits and claim enhancement of rent with reference to Sections 8 and 9 thereof, the Court is required to examine whether the dispute falls within the field occupied by the special enactment and whether the remedy provided therein is exclusive. The nomenclature of the proceeding, according to learned counsel, cannot by itself determine the question of jurisdiction when the factual and statutory foundation of the claim is disclosed by the plaintiffs' own pleadings.

15. Learned counsel further submitted that the learned court below erred in treating the absence of a written tenancy agreement as determinative of the jurisdictional question. The absence of such an agreement, it was contended, cannot by itself take the tenancy outside the statutory scheme, particularly when the proviso to Section 4(3) itself contemplates the failure of the landlord and tenant to execute or arrive at a tenancy agreement and prescribes the consequential course to be followed. The court below was, therefore, required to examine the statutory scheme as a whole rather than proceed on the assumption that the Rent Authority could exercise jurisdiction only where a written tenancy agreement already existed.

16. Learned counsel further submitted that the mere fact that the defendant disputes the existence of the landlord-tenant relationship does not, by itself, render the jurisdiction of the Rent Authority under the Act of 2021 unavailable. According to the revisionists, the Rent Authority is competent to examine whether the relationship pleaded by the landlord

exists and, upon such relationship being established, to grant the statutory reliefs of eviction and recovery of arrears where the case falls within the relevant provisions of the Act, including Sections 4(3), 4(7) or 21(2). The denial of the relationship by the defendant, therefore, cannot, by itself, be treated a ground for invoking the jurisdiction of the Court of Small Causes.

17. At the same time, learned counsel submitted that the revisionists had specifically disputed the very relationship of landlord and tenant pleaded by the plaintiffs. It was contended that the defendants had not admitted that they were tenants of the plaintiffs and had raised specific objections to the plaintiffs' assertion of such relationship. The jurisdiction of the Court of Small Causes, therefore, could not, according to learned counsel, be assumed merely on the basis of the unilateral assertion contained in the plaint when the foundational jural relationship itself was disputed. This aspect, it was submitted, was particularly material because the plaintiffs had themselves invoked the statutory framework of the Act of 2021, whereas the defendants disputed the very relationship upon which the applicability of that statutory framework was sought to be founded.

18. According to the revisionists, the plaintiffs' express assertion regarding the applicability of the Act of 2021, their reliance upon notices issued under the said Act, and their reference to Sections 8 and 9 for enhancement of rent constituted material features which required an independent examination of the question whether the jurisdiction of the Court of Small Causes stood excluded by Section 38 of the Act of 2021.

19. Finally, learned counsel submitted that the objection under Order VII Rule 11(d) C.P.C. had to be considered on the basis of the plaint as a whole. The statutory bar relied upon by the defendants, it was argued, did not depend merely upon an extraneous defence but was said to emerge from the plaintiffs' own pleadings, which disclosed their reliance upon the Act of 2021 and the statutory mechanism governing the tenancy. It was, therefore, submitted that the learned court below was

required to determine, on the basis of the statements contained in the complaints and the statutory provisions invoked therein, whether the suits were barred by Section 38 of the Act of 2021. Having failed to undertake that exercise and having rejected the applications substantially on the ground that no written tenancy agreement existed, the impugned orders, according to learned counsel, suffer from a jurisdictional error warranting interference in revision.

20. Per contra, learned counsel appearing for the respondents-plaintiffs supported the impugned orders and submitted that the applications under Order VII Rule 11 C.P.C. were liable to be rejected, as the complaints, read as a whole, disclosed a clear cause of action and did not establish any statutory bar to the institution of the suits. It was contended that the complaints specifically pleaded the relationship of landlord and tenant, the issuance of notices, the alleged default and the consequent entitlement of the plaintiffs to seek eviction and recovery of arrears and other consequential reliefs. At the stage of consideration of an application under Order VII Rule 11 C.P.C., according to learned counsel, the defence of the defendant or disputed questions of fact could not be taken into consideration.

21. Learned counsel submitted that the suits, as framed, were suits for eviction of tenants and recovery of arrears and other consequential reliefs and were, therefore, maintainable before the Court of Small Causes. It was contended that the mere reference to the provisions of the Act of 2021 in the notices preceding the suits could not, by itself, operate as an ouster of the jurisdiction of the Court of Small Causes. According to the respondents, the jurisdiction of the Court had to be determined with reference to the nature of the relief claimed and the cause of action pleaded in the suit as a whole, and not merely by reference to the statutory provisions mentioned in the notices.

22. Learned counsel further submitted that there was no written tenancy agreement between the parties and that, in such circumstances, the Rent Authority could not assume jurisdiction merely on the basis of

the plaintiffs' reference to the Act of 2021. It was argued that the statutory mechanism relied upon by the revisionists presupposes the existence of a tenancy governed by the statutory framework and that the absence of a written tenancy agreement was a material circumstance which had rightly been taken into consideration by the learned court below. The respondents accordingly supported the conclusion that the Court of Small Causes was competent to entertain the suits.

23. It was next contended that the objections raised by the defendants regarding the applicability and operation of the Act of 2021 involved questions which could not be conclusively determined at the stage of consideration of an application under Order VII Rule 11 C.P.C. Learned counsel submitted that the defendants could not rely upon their own interpretation of the statutory provisions or upon disputed factual assertions to seek rejection of the plaints when the plaintiffs had pleaded a subsisting landlord-tenant relationship and a cause of action for eviction. The question whether the statutory scheme relied upon by the defendants ultimately governed the dispute, according to learned counsel, was a matter requiring adjudication in the proceedings and could not be conclusively determined merely on the basis of the defence.

24. It was further submitted that, in any event, if the revisionist admits the existence of the landlord-tenant relationship and does not dispute the ownership of the plaintiff-respondent, the plaintiff-respondent would have no objection to the matter being proceeded with before the forum competent in law, subject to the admission made by the revisionist. Learned counsel submitted that the plaintiff-respondent cannot be left without an effective remedy on account of inconsistent stands sought to be taken by the revisionist. According to the respondents, the revisionist cannot, on the one hand, contend that the SCC suit is not maintainable by invoking Order VII Rule 11 C.P.C. and, on the other hand, seek to rely upon Section 38 of the Act of 2021 while disputing the ownership or existence of the landlord-tenant relationship. It was thus contended that the revisionist cannot be permitted to

approve and reprobate so as to leave the plaintiff-respondent remediless.

25. Learned counsel lastly submitted that even if, for the sake of argument, the Court of Small Causes were found not to be the appropriate forum, such want of jurisdiction would not necessarily result in rejection of the plaint under Order VII Rule 11 C.P.C. It was contended that the remedy in such a situation would be governed by Order VII Rule 10 C.P.C., namely, return of the plaint for presentation before the Court of competent jurisdiction. On this basis, learned counsel submitted that the applications invoking Order VII Rule 11(a) and (d) C.P.C. were misconceived even on the assumption that the Court of Small Causes lacked jurisdiction to entertain the suits.

26. Learned counsel for the respondents accordingly submitted that the plaintiffs had instituted the suits for eviction and recovery of arrears on the basis of the relationship of landlord and tenant pleaded in the plaints and that the mere fact that the notices preceding the suits referred to Sections 4, 8 and 9 of the Act of 2021 did not transform the nature of the suits or, by itself, render the jurisdiction of the Court of Small Causes unavailable. It was accordingly submitted that the learned court below had committed no illegality in rejecting the applications under Order VII Rule 11(a) and (d) read with Section 151 C.P.C. and that the present revisions deserved to be dismissed.

27. The rival submissions advanced on behalf of the parties have been duly considered. The material available on record, including the plaints, the applications filed under Order VII Rule 11 C.P.C., the objections thereto, the replications and the impugned orders passed by the court below, has also been carefully perused.

28. The applications filed by the revisionists before the court below were founded upon clauses (a) and (d) of Order VII Rule 11 C.P.C. The two grounds operate in distinct fields. Clause (a) contemplates rejection of a plaint where it does not disclose a cause of action, whereas clause (d) applies where the suit appears from the statements contained in the

plaint itself to be barred by any law. The consideration of these two grounds must, therefore, proceed on the basis of the respective requirements embodied in the said clauses.

29. While considering an application under Order VII Rule 11 C.P.C., the Court is required to examine the averments contained in the plaint as a whole and proceed on the allegations made therein, taken at their face value. The defence set up by the defendant ordinarily cannot be utilised for establishing either that the plaint does not disclose a cause of action or that the suit is barred by law. In the case of an objection under Order VII Rule 11(d), the statutory bar must ordinarily be apparent from the statements contained in the plaint itself and cannot be established by adjudicating upon disputed questions of fact raised in defence.

30. Tested on the aforesaid principle, the objection under Order VII Rule 11(a) C.P.C. raised by the revisionists cannot be sustained. The plaintiffs have instituted the suits by pleading the existence of a landlord-tenant relationship with the respective revisionists, alleging default in payment of rent and issuance of notices preceding the institution of the suits, and claiming eviction, recovery of arrears and other consequential reliefs. The plaints thus set out the material facts constituting the basis of the relief claimed. Whether those assertions are ultimately established by evidence is a matter for adjudication in the suit; at the stage of Order VII Rule 11(a), the plaint cannot be said to be bereft of a cause of action.

31. The principal question, therefore, arises under Order VII Rule 11(d) C.P.C. and concerns the effect of the statutory scheme contained in the Act of 2021 upon the jurisdiction of the Court of Small Causes. The question assumes significance because the plaintiffs themselves have referred to the Act of 2021 in the notices preceding the suits and have relied upon provisions of the said enactment, including Sections 4, 8 and 9, in setting out their case. It is consequently necessary to examine the statutory scheme and, in particular, the scope of the exclusion of civil court jurisdiction contained in Section 38.

32. Section 38 of the Act of 2021 provides:

“**38. Jurisdiction of Civil Courts barred in respect of certain matters.—**(1)

Save as otherwise provided in this Act, no Civil Court shall entertain any suit or proceeding in so far as it relates to the provisions of this Act.

(2) The jurisdiction of the Rent Authority shall be limited to tenancy agreement submitted to it as specified in the First Schedule and shall not extend to the question of title or ownership of premises.”

33. The contention of the revisionists proceeds substantially on the premise that, since the plaintiffs themselves have relied upon the Act of 2021 and have invoked its statutory provisions in the notices preceding the suits, the dispute necessarily falls within the field occupied by the said enactment and the jurisdiction of the Civil Court stands excluded by Section 38(1). The respondents, on the other hand, place reliance upon the absence of a written tenancy agreement and contend that, in such circumstances, the Rent Authority cannot assume jurisdiction merely because the plaintiffs have referred to the Act of 2021. The rival submissions thus require examination of the precise effect of the absence of a written tenancy agreement upon the applicability of the statutory scheme.

34. The legal position concerning the effect of absence of a written tenancy agreement under the Act of 2021 has been considered by this Court in **Akhilesh Kumar v. Sanjay Sahgal**¹ The Court examined Sections 4, 21 and 38 of the Act of 2021 as well as the competing lines of authority concerning oral and unwritten tenancies. It was observed that the absence of a written tenancy agreement does not, by itself, denude the Rent Authority of jurisdiction under the Act of 2021. The statutory requirement relating to formalisation and furnishing of tenancy particulars was treated as regulatory in character and not as a condition which, merely upon non-compliance, extinguishes the underlying tenancy relationship or renders the statutory remedy unavailable. The Court held that where the relationship of landlord and tenant is admitted or otherwise established and the dispute falls within the field occupied

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by the Act, proceedings before the Rent Authority do not become non-maintainable merely because a written tenancy agreement has not been executed.

35. The aforesaid principle is also consistent with the statutory scheme itself. Section 4(3) specifically contemplates tenancies created before commencement of the Act in respect of which no written agreement had been entered into and provides a mechanism for subsequent formalisation or furnishing of the requisite particulars. Section 4(7) further contemplates consequences in a situation where the prescribed information has not been furnished. The statutory framework, therefore, cannot be construed as rendering every pre-existing oral or unwritten tenancy non-existent or incapable of being dealt with under the Act merely because the parties failed to execute a written instrument.

36. The decision in **Akhilesh Kumar** is consequently significant in determining the scope of the objection founded merely upon the absence of a written tenancy agreement. The question cannot be answered simply by asking whether a written agreement exists. What remains relevant is whether the relationship of landlord and tenant is admitted or otherwise established and whether the dispute is one falling within the statutory field of the Act of 2021. Thus, to the extent the reasoning of the court below proceeds on a broad proposition that absence of a written tenancy agreement, by itself, excludes the operation of the Act of 2021, such proposition cannot be accepted as a correct statement of law.

37. This, however, does not conclude the controversy in the present revisions. The revisionists have not confined their objection to the absence of a written tenancy agreement. A further and distinct objection raised by them is that they have specifically disputed the very existence of the landlord-tenant relationship pleaded by the plaintiffs. The question, therefore, is not merely whether an otherwise admitted tenancy was reduced into a written agreement, but whether the very jural relationship which is asserted by the plaintiffs is admitted, established or disputed between the parties.

38. The pleadings and affidavits relied upon by the revisionists indicate that they have specifically denied that they are tenants of the plaintiffs and have disputed the relationship of landlord and tenant pleaded in the suits. The controversy thus extends beyond the mere absence of a written tenancy agreement and touches upon the foundational jural relationship on the basis of which the plaintiffs have instituted the proceedings. This aspect assumes significance while examining both the applicability of the statutory scheme under the Act of 2021 and the exclusion of jurisdiction contemplated by Section 38(1).

39. The plea raised by the revisionists may, depending upon the respective pleadings and evidence, involve questions concerning the identity of the landlord, the subsistence or cessation of the alleged tenancy, the title or ownership of the disputed premises and the nature of the possession thereof. Section 38(2) itself makes it clear that the jurisdiction of the Rent Authority does not extend to questions of title or ownership of the premises. The statutory scheme, therefore, does not contemplate that questions falling outside the jurisdiction expressly conferred upon the Rent Authority can be conclusively determined by it merely because one party invokes the provisions of the Act of 2021.

40. At the same time, the mere raising of such a defence cannot, at the stage of consideration of an application under Order VII Rule 11 C.P.C., be treated as conclusively disproving the relationship pleaded in the plaint. The Court exercising jurisdiction under Order VII Rule 11 cannot undertake a trial upon disputed questions of fact. Whether the revisionists are in fact tenants of the plaintiffs, whether they derived possession from the plaintiffs or from some other person, and what rights, if any, the respective parties possess in the disputed premises are matters which, where genuinely disputed, require adjudication in accordance with law.

41. The distinction is material. **Akhilesh Kumar** lays down that absence of a written tenancy agreement does not, by itself, oust the jurisdiction of the Rent Authority where the landlord-tenant relationship

is admitted or otherwise established. It does not lay down that a disputed question concerning the very existence of such relationship can be conclusively assumed in favour of either party at the stage of consideration of an application under Order VII Rule 11 C.P.C. Equally, the denial of tenancy by the defendant cannot, by itself, be treated as establishing that no landlord-tenant relationship exists.

42. The present revisions, therefore, cannot be decided merely by applying the proposition that there is no written tenancy agreement. Nor can the revisionists obtain rejection of the plaints merely by relying upon their own assertion that the plaintiffs are not their landlords or that another person has title or ownership in respect of the premises. The determinative question under Order VII Rule 11(d) remains whether, upon a meaningful reading of the plaints themselves, the suits are shown to be barred by Section 38 of the Act of 2021. It is this question which must now be examined with reference to the specific pleadings of the plaintiffs, the reliefs claimed and the statutory provisions upon which the suits themselves are founded.

43. Tested on the aforesaid principles, the challenge raised by the revisionists cannot succeed at the stage of consideration of an application under Order VII Rule 11 C.P.C. The plaints proceed on the specific assertion that the revisionists are tenants of the plaintiffs and that the tenancy became liable to termination upon their failure to comply with the notices issued by the plaintiffs. The plaints further plead default in payment of rent, issuance of notice, failure to comply with the demand contained therein and the consequent entitlement of the plaintiffs to seek eviction and recovery of arrears. These averments, taken at their face value, plainly disclose a cause of action.

44. The fact that the plaintiffs have founded their notices, in part, upon the provisions of the Act of 2021, including Sections 4, 8 and 9 thereof, does not, by itself, conclude the question of jurisdiction. The reference to the statutory scheme undoubtedly forms part of the factual and legal foundation of the plaintiffs' claim, but the mere invocation of a

statutory provision by a plaintiff cannot, for the purposes of Order VII Rule 11, be treated as conclusively establishing that every controversy arising between the parties falls within the exclusive jurisdiction of the Rent Authority. The jurisdictional consequence must necessarily depend upon the nature of the controversy disclosed by the pleadings and the scope of the jurisdiction which the Act actually confers upon the Rent Authority.

45. Equally, the absence of a written tenancy agreement cannot, by itself, furnish an answer to the question of jurisdiction. The position stands settled by the decision in **Akhilesh Kumar**, wherein the absence of a written tenancy agreement was held not, by itself, to denude the Rent Authority of jurisdiction where the landlord-tenant relationship is admitted or otherwise established and the dispute falls within the statutory field of the Act. The statutory requirement relating to execution and furnishing of particulars of the tenancy cannot, therefore, be construed as creating a rule that an unwritten tenancy is, for that reason alone, excluded from the operation of the Act.

46. The significance of **Akhilesh Kumar** lies in the distinction between the **absence of a written tenancy agreement** and the **absence or dispute of the landlord-tenant relationship itself**. The former does not, by itself, take the tenancy outside the statutory regime. The latter raises a different question altogether. Where the very jural relationship on which the jurisdiction of the Rent Authority is predicated is specifically disputed, and the controversy further involves questions of title, ownership or the source of possession, the matter cannot be brought within the exclusive jurisdiction of the Rent Authority merely by assuming the existence of the relationship asserted in the plaint.

47. The distinction is of particular relevance in the present case. The revisionists do not rest their objection merely upon the circumstance that no written tenancy agreement was executed. Their case, as noticed from the pleadings and the material placed before the Court, is that no landlord-tenant relationship existed between them and the plaintiffs; in

some of these cases, the tenancy is asserted to have been with another person, while questions of title or ownership have also been raised. The controversy, therefore, travels beyond the formal existence or otherwise of a written tenancy agreement and touches the very foundation upon which the plaintiffs seek to maintain the proceedings.

48. Such disputed questions cannot be conclusively determined while considering an application under Order VII Rule 11 C.P.C. The Court at this stage is required to ascertain whether, on the averments contained in the plaint, the suit is maintainable and whether its institution is shown to be barred by law. It cannot undertake an adjudication of the rival claims as to who was the tenant, with whom the tenancy subsisted, who was entitled to possession, or whether the plaintiffs possessed the title asserted by them. Those matters, wherever they arise for determination, require adjudication upon the basis of the pleadings and evidence and cannot be converted into a preliminary exercise under Order VII Rule 11.

49. Thus, neither of the competing propositions advanced by the parties can be accepted in its absolute form. The revisionists cannot contend that the mere invocation of the Act of 2021 in the notices necessarily excludes the jurisdiction of the Small Causes Court. Conversely, the plaintiffs cannot contend that the mere absence of a written tenancy agreement necessarily places the dispute outside the jurisdiction of the Rent Authority. The controlling consideration is whether, on the pleadings as they stand, the controversy is one falling within the statutory field of the Act and whether the bar under Section 38 is apparent from the plaint itself.

50. So far as Order VII Rule 11(a) C.P.C. is concerned, there is little difficulty in holding that the plaints disclose a cause of action. The plaintiffs have pleaded the jural relationship asserted by them, the alleged default, the notices issued to the revisionists, their failure to comply with the notices and the consequent right claimed by the plaintiffs to seek eviction and recovery of arrears. Whether these

averments are ultimately proved, and whether the plaintiffs succeed in establishing the landlord-tenant relationship pleaded by them, are matters for adjudication at the appropriate stage. They cannot be tested for their truth or sufficiency of evidence while exercising jurisdiction under Order VII Rule 11(a).

51. The more substantial question, therefore, arises under clause (d) of Rule 11 and concerns the extent to which Section 38 of the Act of 2021 can be invoked to defeat the suits at the threshold. Section 38(1) excludes the jurisdiction of a Civil Court in respect of a suit or proceeding “in so far as it relates to the provisions of this Act”. The exclusion is thus referable to the subject-matter falling within the statutory field of the Act; it cannot be divorced from the jurisdiction which the Act itself confers upon the Rent Authority. Section 38(2), in turn, expressly places questions of title and ownership beyond the jurisdiction of the Rent Authority. The two provisions must, therefore, be read harmoniously and not as creating an absolute exclusion of the Civil Court in every dispute in which the Act is mentioned.

52. This assumes significance in the present case because the revisionists seek to rely upon Section 38(1) while, at the same time, disputing the very landlord-tenant relationship pleaded by the plaintiffs and raising claims concerning title, ownership and the source of possession. The objection is consequently not one which can be answered merely by saying that the plaintiffs have described the revisionists as tenants. Nor can the revisionists' denial of the relationship, by itself, be accepted as conclusively establishing that the Act has no application. The Court must examine whether the statutory bar is apparent from the plaint or whether its invocation necessarily depends upon determination of disputed facts which cannot be undertaken under Order VII Rule 11.

53. Section 38(2) is material in this context. If determination of the controversy raised by the revisionists necessarily requires adjudication of title or ownership, such questions are expressly excluded from the

jurisdiction of the Rent Authority. The statutory scheme cannot, therefore, be construed in a manner by which a party is permitted to defeat a civil proceeding at the threshold by invoking Section 38(1), while simultaneously placing before the Court a defence whose determination, by virtue of Section 38(2), falls outside the jurisdiction conferred upon the Rent Authority.

54. This is not a case of conferring jurisdiction upon a Court by consent, waiver or estoppel. Jurisdiction cannot be created by the conduct or pleading of a party. The principle is narrower and more fundamental: the statutory exclusion of the jurisdiction of the Civil Court must correspond to a controversy which the statute itself places within the jurisdiction of the forum created by it. A party cannot selectively rely upon the exclusionary part of the statutory scheme while, for the purpose of resisting the suit, asserting a case which takes the controversy beyond the adjudicatory competence of that very forum.

55. Section 38(1) cannot reasonably be read as creating a complete jurisdictional vacuum in respect of a dispute which, on the defence itself, involves questions that the Rent Authority, by virtue of Section 38(2), is expressly prohibited from deciding. The exclusionary provision must consequently be applied with reference to the actual statutory field of adjudication and not as an abstract bar operating merely because the Act finds mention in the plaintiffs' pleadings or notices.

56. The result is that the revisionists have failed to establish either of the grounds contemplated by clauses (a) or (d) of Order VII Rule 11 C.P.C. The complaints disclose a cause of action, while the alleged statutory bar under Section 38 does not emerge from the complaints in such a manner as would justify rejection at the threshold.

57. In view of the foregoing discussion, this Court finds no jurisdictional error or infirmity in the orders dated 27.10.2025 and 18.05.2023, whereby the learned court below rejected the applications preferred by the revisionists under Order VII Rule 11(a) and (d) read

with Section 151 C.P.C. The challenge to the maintainability of the suits, therefore, fails.

58. The statutory scheme does not permit the revisionists to invoke the provisions of the Act of 2021, as pleaded in the plaint, for the purpose of attracting the bar contained in Section 38(1), while simultaneously asserting a defence which, by virtue of Section 38(2), lies outside the jurisdiction of the Rent Authority. The jurisdictional bar under Section 38(1) cannot be applied in a manner which, on the one hand, excludes the jurisdiction of the SCC Court on the premise that the dispute is one governed by the Act of 2021 and, on the other, leaves the very controversy raised by the revisionists incapable of adjudication before the forum constituted under that Act. The revisionists cannot thus seek rejection of the plaint by relying upon the statutory exclusion of jurisdiction under Section 38(1), when the defence set up by them itself takes the dispute beyond the jurisdiction conferred upon the Rent Authority under Section 38(2). Such an interpretation would not merely extend the statutory bar beyond its legitimate field of operation, but would also produce a jurisdictional vacuum which the statutory scheme cannot be presumed to contemplate.

59. For the reasons aforesaid, the revisionists have failed to establish any ground warranting interference with the orders dated 27.10.2025 and 18.05.2023. The revisions are, accordingly, **dismissed**. The suits shall proceed before the court concerned in accordance with law and in the light of the principles and conclusions recorded herein.

60. It is clarified that the dismissal of the applications under Order VII Rule 11 C.P.C. does not amount to an adjudication of the disputed factual questions arising between the parties, including the existence or subsistence of the alleged tenancy, the identity of the landlord, or the rival claims relating to title, ownership and possession, and the observations concerning the respective claims of the parties shall not be construed as findings upon any such disputed question of fact requiring determination in the suits. Those questions remain open for

determination by the court concerned in accordance with law and on the basis of the pleadings and evidence properly brought on record. The legal principles governing the applicability of Order VII Rule 11(a) and (d) C.P.C. and the operation of the jurisdictional bar under Section 38 of the Act of 2021 stand concluded by the determination made herein.

(Dr. Yogendra Kumar Srivastava,J.)

August 20, 2026

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