



2026:AHC:122602

HIGH COURT OF JUDICATURE AT ALLAHABAD

S.C.C. REVISION No. - 52 of 2026

Shriram And Another

.....Revisionist(s)

Versus

Shivsevak Sharma And 6 Others

.....Opposite Party(s)

Counsel for Revisionist(s) : Surendra Tiwari
Counsel for Opposite Party(s) : Abhishek Mishra, Anil Kumar, Ashok Kumar
Yadav

Court No. - 35

AFR

HON'BLE DR. YOGENDRA KUMAR SRIVASTAVA, J.

Heard Sri Surendra Tiwari, learned counsel for the revisionists and Sri Abhishek Mishra and Sri Anil Kumar, learned counsel appearing for the respondents.

2. The present SCC Revision under Section 25 of the Provincial Small Cause Courts Act, 1887 is directed against the order dated 19.03.2026 passed by the District Judge, Hathras in SCC Case No.03 of 2025 (Shivsevak Sharma and Others vs. Shriram and Others), whereby the application filed by the defendant-tenants under Order VII Rule 11 of the Code of Civil Procedure, 1908, on the ground that the plaint disclosed a suit barred by law, was rejected.

3. The undisputed facts emerging from the plaint, as averred by the respondent-landlords, are as follows. The parties stand in the relationship of landlord and tenant in respect of the premises in question; this relationship is admitted and is not in dispute between the parties.

4. The plaint contains categorical averments acknowledging that U.P. Act No. 16 of 2021 (the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021, hereinafter 'the Act, 2021') is applicable to the subject premises, and that the said premises fall within the ambit of Section 1(3) of the Act and are not excluded from its operation.

5. The respondent-landlords have specifically pleaded that a tenancy agreement was required to be executed in terms of Section 4 of the Act, 2021, and that despite requests, the defendant-tenants failed to cooperate in

the execution of such agreement. The plaint further invokes Section 9 of the Act and claims arrears of rent for the period from 01.12.1999 to 31.05.2025 at an enhanced rate computed in accordance therewith.

6. The defendant-tenants filed an application under Order VII Rule 11 CPC seeking rejection of the plaint on the ground that the suit was barred by law, by virtue of the express ouster of civil court jurisdiction contained in Section 38(1) of the Act, 2021. The learned District Judge, Hathras rejected the said application vide the impugned order dated 19.03.2026, which gives rise to the present revision.

7. Learned counsel appearing for the revisionists-tenants submits that the plaint itself contains categorical averments acknowledging the applicability of U.P. Act No.16 of 2021 to the premises in question. It is pointed out that the plaintiffs have pleaded that a tenancy agreement was required to be executed in terms of Section 4 of the Act and that despite requests, the defendants failed to cooperate. It is further submitted that the plaint contains pleadings invoking Section 9 of the Act, on the basis whereof arrears of rent from 01.12.1999 to 31.05.2025 at an enhanced rate have been claimed.

8. It is further urged that the relationship of landlord and tenant between the parties is admitted and undisputed, and the premises fall within the ambit of Section 1(3) of the Act and are not excluded from its operation, so that the dispute is wholly governed by U.P. Act No. 16 of 2021. Consequently, in view of the express bar contained under Section 38(1) of the Act, 2021, it is submitted that the civil court lacks jurisdiction and the SCC suit itself is not maintainable.

9. Reliance is placed upon the decision of this Court in **Akhilesh Kumar vs. Sanjay Sahgal** (Matters Under Article 227 No. 5153 of 2026), decided on 19.05.2026. In the said decision, this Court, while examining the scheme of the Act, 2021, particularly Sections 4, 21 and 38 thereof, held that the Act constitutes a complete code governing landlord–tenant disputes and creates a specialised adjudicatory mechanism for their resolution.

10. In **Akhilesh Kumar** (supra), it was further held that the absence of a written tenancy agreement is not determinative where the landlord–tenant relationship is admitted or is otherwise established on the basis of the pleadings. The Court clarified that once a dispute falls within the ambit of the Act, 2021, the jurisdiction of the civil court stands excluded by virtue of Section 38(1), and such disputes lie exclusively before the Rent Authority. The said decision also reiterates that the Act is a self-contained statutory

framework intended to channelise landlord–tenant disputes before a specialised forum, and that procedural deficiencies cannot defeat the substantive operation of the statute where the foundational relationship is not in dispute.

11. Learned counsel appearing for the respondent-landlords does not dispute the existence of a landlord–tenant relationship between the parties or the applicability of U.P. Act No. 16 of 2021 to the premises in question. The legal position that such disputes, where the relationship is admitted, are governed exclusively by the Act, 2021 is also not disputed. The learned counsel states that the respondents shall avail themselves of such remedies as may be available to them under the provisions of the Act.

12. It is well settled that while considering an application under Order VII Rule 11 CPC, the Court must confine itself to the averments in the plaint and the documents relied upon therein, and no defence set up by the defendant can be taken into consideration. The test is whether the plaint, on a meaningful reading, discloses a cause of action or reveals that the suit is barred by law, and if the latter, the plaint is liable to be rejected at the threshold.

13. It is equally well settled that where a statute expressly excludes the jurisdiction of the civil court, such bar goes to the root of the matter and can be examined at the stage of Order VII Rule 11 CPC itself. The jurisdictional facts determining the competence of the Court must be gathered from the averments contained in the plaint alone, and no amount of clever drafting can confer jurisdiction upon a court otherwise barred by statute. Continuation of proceedings in such circumstances would be an exercise in futility and contrary to law.

14. In the present case, the plaint, on a plain and meaningful reading of its own averments, acknowledges the applicability of U.P. Act No.16 of 2021 to the subject premises. The respondent-landlords have themselves invoked Sections 4 and 9 of the Act and have grounded their claim for enhanced rent thereon. These are not averments which can be disregarded or read in isolation; they represent a deliberate and unambiguous invocation of the statutory framework governing the tenancy.

15. The landlord–tenant relationship between the parties is admitted. The premises fall within the ambit of Section 1(3) of the Act and are not excluded from its operation. There is thus no dispute on the foundational facts necessary to attract the jurisdiction of the Rent Authority under the Act,

2021. The question of whether a formal written tenancy agreement exists is immaterial; as held in **Akhilesh Kumar** (supra), the Act operates on the substance of the relationship, not merely on the existence of a formal written instrument.

16. Once the plaint itself discloses that the dispute is governed by the Act, 2021, as it plainly does in the present case, the bar contained under Section 38(1) thereof operates with full force and the jurisdiction of the civil court stands excluded. The SCC Court, being a civil court within the meaning of the Act, lacks jurisdiction to entertain the suit.

17. The learned District Judge, Hathras, in rejecting the application under Order VII Rule 11 CPC, failed to consider and give effect to the express statutory bar, the admitted landlord–tenant relationship, and the authoritative pronouncement of this Court in **Akhilesh Kumar** (supra). The impugned order is, accordingly, unsustainable in law and is liable to be set aside.

18. In view of the foregoing, the present SCC Revision succeeds and is **allowed**. The impugned order dated 19.03.2026 passed by the learned District Judge, Hathras, rejecting the application filed by the defendant-tenants under Order VII Rule 11 CPC, is hereby set aside. The application under Order VII Rule 11 CPC stands allowed and the plaint in SCC Case No. 03 of 2025 (Shivsevak Sharma and Others vs. Shriram and Others) is rejected as being barred by law in view of the express bar contained under Section 38(1) of U.P. Act No. 16 of 2021.

19. The respondents are at liberty to pursue such remedies as may be available to them under the provisions of U.P. Act No. 16 of 2021. It is made clear that this Court has not expressed any opinion on the merits of the respondents' claims, which shall be considered afresh by the competent authority in accordance with law and on its own merits.

20. In the event the respondents approach the Rent Authority under the provisions of the Act, 2021, the said Authority shall endeavour to conclude the proceedings expeditiously and, where possible, within the period prescribed under the statute.

21. There shall be no order as to costs.

May 27, 2026
RKK/-

(Dr. Yogendra Kumar Srivastava,J.)