

#A-65

% 24.10.2011

Present: Mr. Ankit Jain, Advocate for the petitioner.

+CM No. 19720/2011(exemption) in CM (M) No. 1260/2011

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Exemption allowed subject to just exceptions.

CM (M) No. 1260/2011 and CM No. 19719/2011

The order impugned before this court is the order dated 04.08.2011 on which date the application filed by the tenant seeking an adjournment sine die of the proceedings pending before the Rent Controller had been declined.

Record shows that the present eviction petition was filed in the year 2009 by the landlord-Uma Rani Jain against her tenant; in the grounds of eviction it has been stated that the party had entered into an oral agreement; this fact has been disputed by the tenant. The application for leave to defend was also based on this premise; the trial has in fact concluded and the matter was listed for final arguments in May 2011. Tenant had thereafter filed a suit i.e. in 2011 which is much later in time which was a suit for specific performance. His contention is that the rent deed executed between the landlord and the

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tenant premise an automatic renewal of the lease after every five years and till the disposal of said suit; the judgment on the eviction petition should be deferred. This prayer had rightly been declined by the Trial Court. Impugned order in no manner suffers from any infirmity. An eviction petition and a suit for specific performance are bordered on different issues; one is different from the other; admittedly no application under Section 10 of the Code of Civil Procedure has also been filed.

Impugned order suffers from no infirmity. Petition is without merit; it is dismissed.

INDERMEET KAUR, J

October 24, 2011
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