

Court No. - 7

Case :- S.C.C. REVISION DEFECTIVE No. - 44 of 2020

Revisionist :- Bajaj Allianz Life Insurance Co. Ltd.
Pune Thru. M.D.

Opposite Party :- Ganesh Chandra Gupta

Counsel for Revisionist :- Prasoon Srivastava

Counsel for Opposite Party :- Shailesh Kumar
Pathak

With

Case :- S.C.C. REVISION No. - 33 of 2018

Revisionist :- Ganesh Chandra Gupta

Opposite Party :- Bajaj Allianz Life Insurance
Company Ltd.Throu M.D.And Anr.

Counsel for Revisionist :- Prabhat
Kumar,Shailesh Kumar Pathak

Counsel for Opposite Party :- Ankur
Tripathi,Namit Sharma

Hon'ble Pankaj Bhatia,J.

Order on Delay Condonation Application

Heard.

Cause shown is sufficient.

The delay in filing the revision i.e. SCCRD No. 44 of 2020 is condoned.

Order Date :- 19.12.2024

Arun

Court No. - 7

Case :- S.C.C. REVISION DEFECTIVE No. - 44 of 2020

Revisionist :- Bajaj Allianz Life Insurance Co. Ltd.
Pune Thru. M.D.

Opposite Party :- Ganesh Chandra Gupta

Counsel for Revisionist :- Prasoon Srivastava

Counsel for Opposite Party :- Shailesh Kumar Pathak

Hon'ble Pankaj Bhatia,J.

1. As both the revision arise out of common proceedings, they have been decided together.

2. Heard learned counsel for the revisionist, Sri Shailesh Kumar Pathak, learned counsel for the respondent and perused the record.

3. The facts in brief are that the respondent-landlord, instituted proceedings for rent and ejection against the revisionist which was in occupation, the said suit came to be decreed by means of order dated 06.04.2018, which is an ex parte order, wherein the rent was decreed for the month of May 2016 to June 2017 for a period of 14 months and further direction was issued for payment of the same rent wef July 2017 till the giving of possession along with the interest @ 9% per annum. The said ex parte order was challenged by moving an ex parte recall application, however, as there was no compliance of Section 17 of the JSCC Act, the said application came to be rejected. The said order had attained finality. After the issue attained finality, the present revision was filed.

4. The submission of the counsel for the revisionist is that there was an arbitration clause in the agreement entered into between the landlord and the tenant. He further argues that the revisionist vacated the premises sometimes before June 2017, as such, to that extent the relief of decree of rent is unjustified. The premises was

vacated on 30.09.2016.

5. It is not denied at the instance of the revisionist that the rent agreed in between the parties was Rs.20015/- which has been awarded as arrears of rent and damages. There is no evidence of record depicting that the revisionist had vacated the premises on September-2016 as alleged, as such, I do not see any reason to interfere with the decree of rent, with regard to the decree of rent subsequent to the July 2017, all the issues including that the premises was vacated, can be raised in the execution proceedings, I do not see any reason to interfere with the order impugned, as such, the revision i.e. SCC Revision No. 44 of 2020 is ***dismissed***.

6. The SCC Revision No. 33 of 2018 has been filed by the revisionist-landlord claiming that the damages awarded are less than the market rate, which according to him was prevailing in the vicinity.

7. No evidence seems to have been led by the landlord atleast the same has not been discussed in the impugned judgment. In case the revisionist had filed the evidence to that effect and the same was not discussed, it was open to the revisionist to file an appropriate application for review, which has not been done, as such, finding that the issue was never raised or argued before the JSCC Court, the same cannot be permitted to be agitated for the first time in the revisional Court.

8. In view of the aforesaid, the SCC Revision No. 33 of 2018 is also ***dismissed***.

9. The application of release of the amount deposited during the pendency of the revision in the trial Court shall be considered and disposed of in accordance with law.

Order Date :- 19.12.2024

Arun