

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU**

Case No.:- WP(C) No. 2373/2023
CM No. 5558/2023

Romesh Chander Sharma, age 77 years
S/o Late Sh. Girdhari Lal Sharma
R/o Village Smailpur Tehsil Bari Brahmana
District Samba, presently House No. 183
Ward No. 1 Jawahar Nagar, Kathua.

.....Petitioner(s)

Through: Mr. Dhruv Pant, Advocate.

Vs

1. UT of Jammu and Kashmir
Through Secretary to
Health and Medical Education Department
Civil Secretariat, Jammu/Srinagar.
2. Deputy Commissioner,
District Administration Complex
Samba-184121.
3. Mission Director,
Health Services and Family Welfare
MCH and Immunization
J&K, Jammu.
4. Mission Director,
National Rural Health Mission
Nagrota.
5. Chief Medical Officer, Samba.
6. Block Medical Officer, Purmandal.

..... Respondent(s)

Through: Mr. Raman Sharma, AAG with
Ms. Saliqa Sheikh, Advocate.

Coram: HON'BLE MR. JUSTICE RAHUL BHARTI, JUDGE

ORDER
16.05.2025

1. The petitioner came forward with the present writ petition bearing a cause of action relatable to the use and occupation of his building premises situated in village Smailpur which came to be leased out to Block Medical Officer, Purmandal for running of a Health and Wellness Centre, Smailpur.
2. The demised premises was taken on leasehold basis w.e.f. 01.05.2019 without any written lease agreement obtaining between the petitioner as 'lessor' and the Block Medical Officer, Health and Family Welfare Block Purmandal or for that matter the concerned Administrative Department as 'lessee'.
3. So much so, even the fixation of monthly rent for use and occupation of the petitioner's premises was subject to rent assessment to be carried out by the District Rent Assessment Committee.
4. Upon initiation of the lease, the petitioner was getting monthly rent on tentative basis subject to finalization of the rent by the District Rent Assessment Committee which came to take a final call in terms of a meeting held on 12.04.2021.
5. Obviously, the intervening period getting consumed by Covid-19 pandemic, the District Rent Assessment Committee, in its meeting held on 12.04.2021, came to settle the monthly rent

with respect to the petitioner's premises in the following manner:

Sr. No.	Particular	Indenting Department	Location	Cost of land in Rs.	Rent Assessed by the Superintendent Engineer PWD (R&B)	Rent approved by the committee
1.	Rent Assessment case of private Building belonging to Shri Romesh Chander S/o Late Shri Girdhari Lal Sharma R/o Village Smailpur, Tehsil Bari Brahmana, District Samba occupied by Health & Wellness Centre Smailpur	Health	Smailpur	34,00000/-	The Superintendent Engineer PWD (R&B) Jammu – Kathua Circle Jammu has worked out the rent. Stage 1st @ Rs. 11,800/- per month w.e.f. 01.05.19 to 30.11.2019. Stage 2nd @ Rs. 13800/- per month w.e.f. 01.12.2019 to 31.12.2019. Stage 3rd Rs. 19,500/- per month w.e.f. 01.01.2020 to onwards.	The Committee has approved the rent as Stage 1st @ Rs.11,800/- per month w.e.f. 01.05.19 to 30.11.2019. Stage 2nd @ Rs.13800/- per month w.e.f. 01.12.2019 to 31.12.2019. Stage 3rd @ Rs. 19500/- per month with effect from 01.01.2020 to onwards.

6. The monthly rent was subject to periodic revision stage wise. Stage 3rd revision of rent envisaged payment of monthly rent @ Rs. 19,500/- w.e.f., 01.01.2020 to onwards.
7. The petitioner accepted the assessment of the rent and also the stage wise revision meaning thereby it was very well known

to the petitioner all along that the stage 3rd revision of rent @ Rs. 19,500/- was to commence from 01.01.2020 and was meant to last onwards without admitting next revision. The petitioner kept on receiving the stage 3rd rent at the rate at which it stood revised to Rs. 19,500/-.

8. It is only by coming forward with the present writ petition instituted on 08.09.2023 that the petitioner claimed that he is entitled to seek revised rate of rent post 3rd stage from the respondents from 01.06.2021 and also seeking vacation of his leasehold premises from the respondents.
9. Vacation of the leasehold premises by the respondents is said to have taken place during the pendency of the writ petition when the respondents came to vacate the demised premises on 06.10.2023 by paying to the petitioner the last pending rent due upto 06.10.2023 as per 3rd stage assessed rate of rent.
10. In the writ petition, the petitioner submits that there are arrears of rent of Rs. 9,12,400/- upto 31.08.2023 which is based upon the self-assessment of the petitioner as being the revised rate of rent post stage 3rd revision of rent. The petitioner cannot be heard to say that he has the discretion of revising the rate of rent as against the settled stage 3rd revision of rent @ Rs. 19,500/- commencing from 01.01.2020 onwards.
11. If the petitioner was not finding it acceptable that stage 3rd revised of rent was to last without any further revision, the

petitioner ought to have then put a call to the respondents either to set a time line to stage 3rd revised rate of rent or to have his premises vacated. The petitioner seems to have done nothing on both the counts and, therefore, self-revised rate of rent to be so to say stage 4th rent and thus expecting the respondent to pay him at the said rate amounting to Rs. 9,12,400/- is nothing but a unilateral act and judgment on the part of the petitioner which earns him no right of action.

12. The respondents in their reply have come up with the details in which the monthly payment of rent, stage wise, came to take place and if left to the respondents, rent has been overpaid by them to the petitioner with excess amount of Rs. 42,000/-. The respondents also cannot be heard to agitate this aspect that they have paid excess rent.
13. Application filed by Mr. Raman Sharma, learned AAG, for placing on record the details with respect to calculation of rent for the period the premises of the petitioner remained with the respondents, is taken on record.
14. In the light of the aforesaid, this writ petition is **dismissed** along with connected application(s) holding that the petitioner is not entitled to self-revised claim of rent qua his demised building in terms of its leased out use and occupation by the respondents other than stage 3rd revised rate of rent which has

been duly paid to him by the respondents and accepted by him without any protest.

15. Disposed of.

(RAHUL BHARTI)
JUDGE

JAMMU
16.05.2025
Naresh/Secy.

