



CGHC010309952026

2026:CGHC:37724-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WP227 No. 1083 of 2026

1 - Maria Ashish W/o Shri Ashish Pal Aged About 68 Years R/o H. No. 39 / 494,
Guruduttamal Chal, Nehru Nagar, Raipur, C.G.

... Petitioner

Versus

1 - Vinesh Shah S/o Late Shri Kishan Lal Shah R/o Katora Talab, Raipur, C.G.

... Respondent

For Petitioner	:	Mr. Shiv Kumar Shrivastava, Advocate
For Respondent	:	Mr. Gautam Khetrapal, Advocate

D.B.: Hon'ble Shri Parth Prateem Sahu, Judge

Hon'ble Shri Sachin Singh Rajput, Judge

JUDGMENT ON BOARD

Per Parth Prateem Sahu J.

21/08/2026

1. Petitioner has filed this writ petition praying for following relief(s):-

"10.1 That, this Hon'ble Court may kindly be pleased to issue a writ/order in the nature of Certiorari or any other appropriate writ/order setting-aside the impugned order dated 29.06.2026 passed by the Rent Control Tribunal, Raipur (Annexure P/1) and order dated 17.10.2025 passed by the Rent Control Authority, Raipur (Annexure P/2) and dismissed the eviction proceedings and execution order dated 09.01.2026 (Annexure P/3).

10.2 Pass any other order(s) or relief(s) deemed fit and proper in the interest of justice."

2. In this writ petition, petitioner has questioned the legality and sustainability of

the order dated 29.06.2026 passed by Rent Control Tribunal, Raipur (*hereinafter for brevity referred to as the RCT*) in Appeal No. 09-A/2026 whereby, the Tribunal has dismissed the appeal affirming the order dated 17.10.2025 passed by the Rent Controlling Authority (*hereinafter for brevity referred to as the RCA*) Case No. 76-90(6)/2021-22.

3. Facts relevant for disposal of this writ petition are that the respondent/applicant had filed an application under para 11 (a to h) of Schedule II under Section 12 (2) of the Rent Control Act, 2011 (*hereinafter for brevity referred to as the Act, 2011*) for eviction of the petitioner/non-application from the suit premises residential accommodation pleading therein that late father of the petitioner has given the suit premises on rent to one Maria Ashish in the year 1992. Between them, the rent deed was initially executed for limited period, but even after expiry of the rent-deed/rent-agreement, petitioner/non-applicant continued residing therein as tenant.
4. Petitioner/non-applicant stopped making payment of rent from April, 2020 and even after making several requests, the agreed rent was not paid to till May, 2022 i.e. total of Rs. 36,790/- in aggregate. The respondent/applicant sent legal notice to the petitioner on 01.04.2022 asking him to handover vacant possession of the house. Notice sent was returned back with a note that upon enquiring into the address, it was informed not residing on the address since last 4-5 months. Case was filed, notice issued but, even after service of notice, no one appeared on behalf of the non-applicant and therefore, she was proceeded *ex parte*. Application under Rule 9 Order 7 was filed by power of attorney holder (husband of the non-applicant) for setting-aside the order of *ex parte* which was allowed and date was fixed for submission of the reply on 03.03.2023.
5. The learned RCA after considering the pleadings made had formulated four issues for consideration and after appreciation of evidence had allowed the application directing the non-applicant to deposit the arrears of rent of Rs.

24,055/- and further, to handover the vacant possession of the suit house bearing no. 39/494, Guruduttamal Chal, Nehru Nagar, Raipur within a period of 01 month. The order passed by the learned RCA was put to challenge in an appeal before the RCT which came to be dismissed by way of the impugned order dated 29.06.2026.

6. Learned counsel for the petitioner submits that the learned RCA and RCT failed to consider that the petitioner has paid the rent during the pendency of the proceedings before the RCA which was not taken note of and have held that the petitioner is defaulter has not been paying the rent. He also contended that the petitioner is ready to pay the rent. In support of his contention, he referred to the order-sheets fo the RCA.
7. Upon asking to the learned counsel for the petitioner that the order-sheets which he referred of RCA shows payment of some amount on different dates, but the last date of payment of the amount appears to be 04.09.2025 and as to whether any amount subsequent there to is deposited or not, he fairly conceded that there is no document on record to show that the petitioner has deposited amount towards rent after 04.09.2025.
8. From the aforementioned facts of the case, it appears that the applicant/respondent herein had claimed arrears of rent from 2020 till 2022 i.e. the date of filing of the application. The learned RCA came to the conclusion that the non-applicant from the month of January 2021 to 2022 was habitual defaulter in paying of the agreed rent and held that on the date of passing of the order, there was arrears of rent of Rs. 24,055/-. Petitioner has not paid, arrears of rent and according to his submission since, 04.09.2025, the petitioner has further not deposited the rent from which, it can be inferred that the finding of habitual defaultation, recorded is on appreciation of facts. Under Schedule II formulated under Section 12(2) of the Act, 2011, Landlord's rights as available under the Act, 2011 is provided. Para 3 of the Schedule II talks of 'right to receive rent regularly on or before

the due date in the manner agreed to in the agreement' and further, 'right to receive annual increment in rent according to the agreement'.

9. It is the fundamental duty of the tenant to pay the agreed amount towards rent, on or before the date fixed for payment of monthly rent. There is concurrent finding of fact on not paying the monthly rent regularly and the tenant to be habitual defaulter in making payment of the rent by the RCA as also affirmed by the RCT, and therefore, in exercise of jurisdiction under Article 227 of the Constitution of India, we do not find any good ground to interfere with the concurrent finding recorded by the RCA and the RCT. Accordingly, the writ petition being sans merit which is liable to be and is hereby **dismissed**.
10. At this stage, learned counsel for the petitioner would submit that petitioner may be granted sometime to handover the vacant possession of the suit premises and prays for 03 months time.
11. The submission made by the counsel for the petitioner is opposed by the counsel for the respondent.
12. On due consideration of the submission made by the counsel for parties on the issue of the period of handing over the possession of the suit house to the respondent/landlord and further considering the rainy season, we find it appropriate to grant 03 months time to the petitioner to vacate the suit premises and handover the vacant possession of the respondent/applicant.
13. Petitioner is directed to handover the vacant possession of the suit premises on or before **30.11.2026** and further direction that he will continue to pay the agreed monthly rent during this period. The other part of the order impugned shall remain intact.

Certified copy as per rules.

SHUBHAM DEY Digitally signed by SHUBHAM DEY

Dey

**Sd/-
(Parth Prateem Sahu)
Judge**

**Sd/-
(Sachin Singh Rajput)
Judge**