

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

RSA No. 429 of 2014

Date of decision: 01.09.2026

Balak Ram

...Appellant.

Versus

The Secretary, Ayurveda to the State of H.P. & others

...Respondents.

Coram:

The Hon'ble Mr. Justice Romesh Verma, Judge.

Whether approved for reporting?¹

For the appellant : Mr. Inder Sharma, Advocate.

For the respondents : Mr. Diwakar Dev Sharma, Additional
Advocate General.

Romesh Verma, Judge (Oral):

The present Regular Second Appeal has been filed against the judgment and decree passed by the learned Additional District Judge (I), Mandi, H.P. (Camp at Karsog), dated 13.06.2014, whereby the appeal filed by the defendants was partly accepted and the judgment and decree passed by the learned Civil Judge (Junior Division), Karsog, District Mandi, H.P., dated 23.09.2013, was reversed, whereby the suit filed by the plaintiff was decreed and the plaintiff was held entitled to recover an amount of Rs. 1,01,934/- as arrear of rent with interest @ 9% per annum.

Whether reporters of Local Papers may be allowed to see the judgment?

2. The facts, as emerge in the present case, are that the appellant/plaintiff filed a suit for recovery of Rs.2,22,000/- against the State towards arrear of rent/use and occupation charges along with future interest from the date of filing of the suit till its realisation.

3. As per the averments as made in the plaint, the plaintiff is the owner of a two-storeyed structure/building comprised in Khata Khatoni No. 22/26, Khasra No. 98, measuring 3-17-05 bighas, situated in Mohal Punni, Tehsil Karsog, District Mandi, H.P. The plaintiff has stated that the defendants had requested him to provide two rooms on the upper storey and one room on the ground floor along with the latrine, bathroom, and verandah. Accordingly, the plaintiff agreed to provide the said accommodation for running a Ayurvedic dispensary with effect from 01.01.1997 for five years free of rent and thereafter on a rental basis.

4. It is the case of the plaintiff that the defendants were requested to pay rent for the premises at the rate of Rs.2,000/- per month after five years and were also requested to vacate the building as soon as possible. Defendant No.3, being the Ayurvedic Medical Officer, executed an agreement on behalf of defendant Nos.1 and 2, whereby the defendants undertook to have the rent of the building assessed by the Executive Engineer, Karsog, to be paid to the plaintiff. Though, the defendants asked the plaintiff to submit the relevant documents and as per their direction, the said documents were

submitted from time to time and even on 08.09.2011. Thereafter, the defendants vacated the premises on 11.11.2010 without paying rent to the plaintiff. Subsequently, the plaintiff issued a legal notice for the recovery of the rent, but the defendants failed to pay the said amount. Under these circumstances, the plaintiff filed a suit for recovery of Rs.2,22,000/- along with costs of the suit and future interest at the rate of 12% per annum till realisation of the decretal amount against the defendants.

5. The said suit filed by the plaintiff/appellant was duly contested by the State/defendants by filing written statement wherein preliminary objections with respect to maintainability, limitation, estoppel and suit being premature, were raised. On merits, all the averments made in the plaint were specifically denied.

6. As per the case of the defendants, they had taken the accommodation from the plaintiff with effect from 01.01.1998 for running an Ayurvedic dispensary on a rent-free basis. The defendants stated that the plaintiff did not demand any rent till 15.10.2006, when he served a legal notice upon the defendants. After receiving the notice, when it became clear that the plaintiff was not interested in providing the accommodation without any rent, the department immediately initiated the requisite action on its part. As per the defendants, the rent as claimed by the plaintiff could not be disbursed without completing the requisite formalities. Though various

communications were addressed to the plaintiff to provide the requisite documents, but the plaintiff failed to do so. The plaintiff, till date, could not furnish the necessary documents to establish on record that he is the owner of the accommodation/building in question. Since the plaintiff has miserably failed to demonstrate his title over the premises in question, the department could not release any amount to the plaintiff.

7. It has been admitted by the defendants in their written statement that they have no objection in paying the rent, which is yet to be assessed, to the owner of the accommodation with effect from 15.10.2006, the date when it was made clear that the accommodation would not be provided free of rent. The defendants have categorically stated in their written statement that they shall pay the entire rent as assessed in accordance with the applicable rules and regulations with effect from the date the notice as alleged in the plaint was received by the defendants. The defendants, accordingly, prayed for the dismissal of the suit.

8. The plaintiff filed replication to the written statement filed by the defendants and reiterated all the averments made in the plaint.

9. The learned trial court framed the issues on 06.12.2010 in the following manner:

1. Whether the plaintiff is entitled for recovery of Rs.2,22,000/- along with interest and costs, as alleged? OPP

2. Whether the suit of the plaintiff is not maintainable in the present form, as alleged? OPD
3. Whether the suit of the plaintiff is time barred, as alleged? OPD
4. Whether the plaintiff has estopped to file the present suit by his act, conduct and deeds? OPD
5. Whether the suit of the plaintiff is pre-matured, as alleged? OPD
6. Relief.

10. The learned trial Court directed the respective parties to adduce evidence in support of their contentions and vide its judgment and decree dated 23.09.2013, the suit filed by the plaintiff was decreed for an amount of Rs.1,01,934/- along with interest at the rate of 9% per annum till realisation, in favour of the plaintiff and against the defendants.

11. Feeling dissatisfied, the defendants preferred an appeal before the Court of the learned Additional District Judge (I), Mandi, H.P. (Camp at Karsog) on 14.11.2013. The learned first appellate court, vide its impugned judgment and decree dated 13.06.2014, partly allowed the appeal filed by the defendants, directing them to pay rent to the tune of Rs. 33,000/- to the plaintiff/appellant.

12. The plaintiff, feeling aggrieved by the impugned judgment and decree as passed by the learned first appellate court, has approached this Court by filing the instant Regular Second Appeal.

13. It is contended by Mr. Inder Sharma, learned counsel for the appellant, that the impugned judgment and decree as passed by the learned first appellate court is erroneous and liable to be quashed and set aside. He submits that the learned first appellate court has erred in reversing the judgment passed by the learned trial court and as per him, the findings returned by the learned trial court are legal, valid and sustainable and the same ought not to have been disturbed by the learned first appellate court. He further submits that after accepting the present regular second appeal, the suit filed by the plaintiff deserves to be decreed in its entirety.

14. On the other hand, Mr. Diwakar Dev Sharma, the learned Additional Advocate General, has defended the impugned judgment by submitting that there is no error in the judgment passed by the learned Additional District Judge, as the suit filed by the plaintiff/appellant was barred by limitation. As per the provisions of Article 52 of the Limitation Act, the suit having been filed in the year 2012, the findings returned by the learned first appellate court restricting the arrears of rent from the year 2009 onwards have been rightly recorded.

15. This Court had admitted the present appeal on 17.12.2014 on the following substantial question of law:

Whether on account of misappreciation of the pleadings and misreading of the oral as well as documentary evidence available on record the findings recorded by Court below are erroneous and

as such the judgment and decree impugned in the main appeal being perverse and vitiated is not legally sustainable?

16. In the present case, the plaintiff had approached the learned trial court for recovery of Rs.2,22,000/- along with costs of the suit and future interest at the rate of 12% per annum till its realisation on the premise that he is the owner of a two-storeyed building situated in Khata Khatoni No.22/26, Khasra No. 98, measuring 3-17-05 bighas, situated in Mohal Punni, Tehsil Karsog, District Mandi, H.P. As per the case of the plaintiff, the defendants had requested the plaintiff to provide accommodation for running an Ayurvedic dispensary with effect from 01.01.1997 for five years free of rent and thereafter on a rental basis. According to the plaintiff, the rent of the premises was fixed at the rate of Rs.2,000/- per month after five years. Though the defendants were requested time and again to pay the rent and relevant documents were also provided to them, the rent was never paid. Even as per the case of the plaintiff, a legal notice was served on 15.10.2006 calling upon the defendants to pay the rent/use and occupation charges at the rate of Rs.2,000/- per month, but they failed to do so along with future interest at the rate of 12% per annum.

17. The said claim of the plaintiff was specifically refuted and denied by the defendants in their written statement. However, there is an admission on the part of the defendants that they have no objection

in paying the rent amount, to be assessed, to the owner of the accommodation with effect from 15.10.2006. It was stated in the written statement that the department shall pay the entire rent as assessed under the applicable rules and regulations with effect from the date the notice was received by the defendants.

18. The sole question to be determined by this Court is whether the impugned judgment passed by the learned first appellate court is valid and sustainable in the eyes of law.

19. The provisions of Article 52 of the Limitation Act clearly stipulate that for filing a suit for recovery of arrears of rent, a limitation period of three years has been prescribed.

20. Admittedly, in the present case, the plaintiff filed the suit on 09.08.2012. It is admitted by the learned counsel for the parties that the department vacated the premises on 11.11.2010. Therefore, the learned first appellate court, while relying upon the provisions of Article 52 of the Limitation Act, has rightly concluded that the plaintiff is entitled to the recovery of rent only for a period of three years preceding the institution of the suit.

21. In the case at hand, since the premises were vacated in November 2010, the plaintiff is entitled to recover the arrears of rent from 09.08.2009 to 11.11.2010. When calculated at the rate of Rs.2,000/- per month, the principal amount of rent comes to Rs.30,000/- and after adding interest, this Court is of the considered

opinion that the learned first appellate court has rightly determined the issue in hand. The learned first appellate court, after appreciating the oral as well as documentary evidence placed on record, has come to the conclusion that the appellant/plaintiff is entitled to the payment of rent to the tune of Rs. 33,000/-. In view of categorical findings by learned first appellate Court, there is neither any illegality nor any perversity in the impugned judgment.

22. No other point was raised by the learned counsel for the parties.

23. The learned first appellate court has taken into consideration the entire oral and documentary evidence on record and has rightly adjudicated the controversy. The substantial question of law is answered accordingly.

24. In view of above, the present appeal being devoid of any merit deserves to be dismissed. Ordered accordingly. Pending application(s), if any, also stands disposed of.

(Romesh Verma)
Judge

1st September, 2026.
(vt)