



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT  
CHANDIGARH**

130

CR-4984-2026 (O&amp;M)

Date of decision: 03.07.2026

Happy Garg

...Petitioner

Versus

Gurmeet Kaur

...Respondent

**CORAM : HON'BLE MR. JUSTICE HARSH BUNGER**

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Present: Mr. Adarsh Jain, Sr. Advocate, with  
Ms. Kamaldeep Kaur, Advocate, for the petitioner.

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**HARSH BUNGER J. (ORAL)**

1. Prayer in the present civil revision petition is for setting aside the order dated 06.05.2026 passed by the learned Rent Controller, Chandigarh, whereby assessment of provisional rent has been made and the petitioner has been directed to make the payment of the assessed provisional rent to the respondent-landlord.

2. Briefly, respondent-Gurmeet Kaur filed a petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 seeking eviction of the present petitioner (Happy, Proprietor of Maha Lakshmi Marble) from a temporary tin-shed/godown-cum-shop measuring 1 kanal 1 marla situated near Light-Point, Sarangpur, U.T. Chandigarh; on the ground of non-payment of rent. The aforesaid rent petition has been filed by Smt. Gurmeet Kaur *inter alia* on the plea that the suit property was let out to the present petitioner-Happy @ Rs.6300/- per month about years ago and the rent was



payable in advance on or before the date of 7<sup>th</sup> of each month. It was pleaded that some times the petitioner-Happy paid the rent for two months and sometimes through RTGS; however, he always defaulted in the payment of rent in time, therefore, he has not proved to be a good tenant. With the aforesaid plea, prayer was made for eviction of the present petitioner-Happy from the suit property. The present petitioner appeared in the aforesaid eviction petition and contested the same by filing his written statement *inter alia* disputing the relationship of landlord and tenant between the respondent-Gurmeet Kaur and the petitioner. It was further pleaded by the petitioner that he was inducted as a tenant by one Shri Mohinder Singh, who was the co-owner of the suit property; vide registered lease deed dated 11.07.2022. It was also pleaded that the respondent-Gurmeet Kaur was not the owner of the suit property and therefore, no cause of action has accrued in her favour. The pleadings in the eviction petition were also disputed and denied by the present petitioner.

3. On the other hand, respondent-Gurmeet Kaur controverted the stand of the petitioner taken by him in his written statement by filing her replication.

4. During the pendency of the eviction petition, respondent-Gurmeet Kaur sought assessment of provisional rent, which was also contested by the petitioner-Happy.

4.1. The learned Rent Controller, Chandigarh, vide the impugned order dated 06.05.2026, assessed the provisional rent as Rs.6500/- per month and accordingly called upon the petitioner to tender the same on 07.07.2026.



5. Feeling aggrieved against the order dated 06.05.2026, the petitioner has come up in the present civil revision petition before this Court.

6. I have heard the learned senior counsel for the petitioner and perused the paper-book with his able assistance.

7. Apparently, respondent-Gurmeet Kaur filed an eviction petition against the present petitioner-Happy on account of non-payment of rent on the plea that the petitioner has been inducted as a tenant by respondent-Gurmeet Kaur in the suit property however, the petitioner has not been paying the rent regularly. On the other hand, the petitioner has contested the eviction petition *inter alia* on the plea that there was no relationship of landlord and tenant between respondent-Gurmeet Kaur and the petitioner. Another plea was taken that the petitioner had taken the property on rent on lease from Shri Mohinder Singh.

8. Here, it would be apposite to refer to para 9 of the preliminary objections taken in the written statement filed on behalf of the present petitioner-Happy, which reads as under:-

*“9. That as per the own admission of the petitioner she had already received rent till July 2022 from the respondent as advance rent, however since July 2022 the respondent is paying rent to Mohinder Singh as per lease deed as such the petitioner is liable to refund the rent for the month of July 2022 @ Rs.6500/- along with interest.”*

8.1. Likewise, it was also relevant to refer to para 2 of the reply on merits, as contained in the written statement filed by the petitioner-Happy, which reads as under:-



*“2. That the contents of para No.2 of the petition are denied for want of knowledge. It is vehemently denied that the petitioner inducted the tenant to the respondent. As already stated above, Sh. Mohinder Singh inducted the respondent as tenant as per lease deed Annexure R-1. It is submitted that earlier said Gurmeet Kaur was collecting rent from the respondent because the respondent is doing his business in the premises before the present lease deed and as such Gurmeet Kaur showed herself the owner and the respondent already paid the rent and other charges to said Gurmeet Kaur for that period. After that Mohinder Singh became owner of property as per sale deed Annexure R-2, the respondent admitted the tenancy of Mohinder Singh and as such at present the respondent is tenant of said Mohinder Singh and not of Gurmeet Kaur.”*

9. A bare perusal of the above extracted stand taken by the petitioner in his written statement reveals that earlier the petitioner had been paying rent to the respondent-Gurmeet Kaur and it has also been admitted that respondent-Gurmeet Kaur had taken the rent for the month of July 2022 @ Rs. 6500/-, thereby acknowledging landlord-tenant relationship between the parties.

10. Now coming to the issue of assessment of provisional rent, the learned Rent Controller, Chandigarh has assessed the same @ Rs.6500/- per month on the basis of the pleadings made by the petitioner in his written statement. The relevant extract of the order dated 06.05.2026, reads as under:-

*“5. Perusal of pleadings filed by respondent and submissions made by ld. counsel for respondent, it is evident that respondent*



*was paying rent to Gurmeet Kaur and he has also admitted that he was doing business in the premises before the present lease deed dated 11.07.2022. Meaning thereby, the demised premises were earlier given on tenancy by Gurmeet Kaur as she was collecting rent from the respondent as admitted by respondent. Merely respondent has entered into new lease deed dated 11.07.2022 with Mohinder Singh who is co-owner of the property does not mean that tenancy created by petitioner comes to an end as respondent has not placed on record anything from which it could be ascertained that before entering into alleged tenancy with Mohinder Singh how he has come into possession of the demised premises. Moreover, he has admitted that he has paid rent till July 2022 @ Rs.6500/-, accordingly, for the purpose of assessment of provisional rent, the rate of rent is assessed @ Rs.6500/- per month. It is admitted by tenant that he has not paid the rent w.e.f. August 2022 since he has entered into new lease deed with Mohinder Singh. It is a matter of evidence that whether the alleged tenancy dated 11.07.2022 was created merely to defeat the right of petitioner or it was bonafide one. Accordingly, provisional assessment of rent is assessed as under:-*

|      |                                                                                |                              |
|------|--------------------------------------------------------------------------------|------------------------------|
| I.   | w.e.f. 01.08.2022 to 31.05.2026 @ Rs.6500/-<br>(Total 46 months) Rs.2,99,000/- | Total Rent=<br>Rs.2,99,000/- |
| II.  | Interest @ 6%                                                                  | Rs.35,132.5                  |
| III. | Costs                                                                          | Rs.5,000/-                   |
|      | <b>Total</b>                                                                   | Rs.3,39,132.5                |

6. *The case is now adjourned to 07.07.2026 for tendering of provisionally assessed rent by the respondent. However, this order will not have any bearing effect on the merits of the case.”*



11. I have gone through the observations made by the learned Rent Controller, Chandigarh in the impugned order dated 06.05.2026 and I see no reason to differ from the same, especially in view of the admissions made by the petitioner in his written statement (as noticed hereinabove).

12. At this stage, learned senior counsel appearing on behalf of the petitioner submits that the only apprehension of the petitioner is that after he tenders the provisional rent to respondent-Gurmeet Kaur, then she might withdraw the eviction petition without getting the disputed questions considered and decided by the Court below.

13. I have considered the aforesaid contention raised by learned senior counsel appearing on behalf of the petitioner, however, suffice it to say that the said plea is only an apprehension and the same cannot be made the basis for not paying the assessed provisional rent to the landlord.

14. Keeping in view the above peculiar facts and circumstances of the case, I see no merit in this petition and the same is dismissed with the observation that the petitioner shall deposit the assessed provisional rent with the learned Rent Controller, Chandigarh, on the date fixed i.e. 07.07.2026 and not in any case beyond a period of one week thereafter, which shall be released by the learned Rent Controller, Chandigarh to respondent-Gurmeet Kaur against adequate security.

15. All the pending application(s), if any, shall also stand closed.

**03.07.2026**

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Whether speaking/reasoned:  
Whether reportable:

**(HARSH BUNGER)**  
**JUDGE**

Yes/No  
Yes/No