

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH.

CR 1453 of 2015

Date of Decision: March 19, 2015

Dr. Harpreet Kaur

.....Petitioner

Vs.

Khajinder Singh

.....Respondent

CORAM: HON'BLE MR. JUSTICE M.M.S. BEDI.

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Present:- Mr.D.S. Gandhi, Advocate
for the petitioner.

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M.M.S. BEDI, J.

The petitioner is in occupation of a shop. The respondent claiming himself to be landlord has filed an application under Section 13 of the East Punjab Urban Rent Restriction Act, annexure P-6 seeking ejectment on the ground of bonafide requirement and non-payment of rent claiming that the petitioner has not paid arrears of rent w.e.f. August 1, 2009 to June 30, 2010 at the rate of Rs.12000/- per month w.e.f. July 1, 2010 to May 30, 2011 at the rate of Rs.12600/- per month and w.e.f. June 1, 2011 till the date of filing of the petition at the rate of Rs.13630/- per month.

The petitioner has denied relationship of landlord and tenant at the stage of determination of provisional rent. On perusal of the documents appended with the record, the Rent Controller prim facie finding the relationship of landlord and tenant fixed the provisional rent at the rate of Rs.8000/- per month from August 1, 2009 to March 31, 2014 i.e. for 55 months, totaling the arrears at Rs.4.40 lacs and with interest and cost at Rs.502100/-, vide impugned order dated March 18, 2014.

Aggrieved by the order dated March 18, 2014, the tenant has preferred this revision petition claiming that the petitioner was a licensee and placed reliance on annexure P-1, a licence deed for a period from November 1, 2006 to September 30, 2007 at licence fee at the rate of Rs.8000/- per month and annexure P-2 dated November 6, 2007 for a period from October 1, 2007 to August 30, 2008 at licence fee at the rate of Rs.11000/- per month. Referring to annexure P-3, a civil suit for mandatory injunction filed by respondent for delivery of vacant possession and written statement of petitioner annexure P-4 wherein the petitioner has objected to the maintainability of suit for mandatory injunction ascertaining that there is a relationship of landlord and tenant as such suit for mandatory injunction was not maintainable, it is claimed by the petitioner in the present revision petition that a wrong admission has been made in the written statement as such the admission will not be a proof of the relationship of the parties as tenant and landlord. On the said ground the assessment of the provisional rent has been questioned. It has also been submitted by learned counsel for

the petitioner that on October 29, 2011 matter was taken up by Lok Adalat wherein the defendant- petitioner had admitted that he was a tenant and the respondent had withdrawn the suit for mandatory injunction. Contention of learned counsel for the petitioner is that any order passed by Lok Adalat is not binding on the parties as Lok Adalat is not a Court and it does not have any jurisdiction to discuss the subject matter and persuading them to arrive at a settlement and that the Lok Adalat has got no jurisdiction to enforce a direction. He has placed reliance on **State of Punjab and others Vs. Ganpat Raj**, 2006 (4) RCR (Civil) 497 and **State of Punjab and another Vs. Jalour Singh and ors.**, 2008 (1) RCR (Civil) 857.

I have heard learned counsel for the petitioner at length and carefully gone through the documents. So far as the ratio of the rulings cited by learned counsel for the petitioner in **Ganpat Raj's** (supra) case is concerned, it was laid down that as per provisions of Section 20 (3) of the Legal Services Authorities Act, the Lok Adalat can dispose of the matter by way of compromise or settlement between the parties reached at by adjustment of conflicting or opposing claims by reciprocal modification of demands. In absence of any compromise no order can be passed by Lok Adalat while disposing of the case before it. Similar is the ratio of **Jalour Singh's** case (supra) wherein it has been held that Lok Adalat can discuss the matter with the parties and persuade them to arrive at a just settlement and given an award on the basis of settlement. There is no dispute on the above proposition that Lok Adalat cannot resolve the controversy on merits

but it is a settled proposition of law that when both the parties voluntarily submit to the jurisdiction of Lok Adalat and settle the terms of compromise, award passed has got force of a decree. The petitioner appears to have made a statement before the Lok Adalat admitting her relationship with respondent as tenant and landlord but the impugned order of assessment of provisional rent has not been passed on the basis of the order of the Lok Adalat. So far as petitioner is concerned, she is admittedly in use and occupation of the shop in dispute. Whether her possession is of a tenant or that of a licensee, is not the subject matter before this Court but the fact remains that she has to pay lease money or licence fee for said use and occupation which prima facie has been assessed by the Rent Controller to be Rs.8000/- per month. The order of provisional rent determined by the Rent Controller will not, in any manner, prejudice the rights of the petitioner to raise controversy regarding her status as lessee or licensee. The provisional rent assessed vide order dated March 18, 2014 will not, in any manner, prejudice the rights of the petitioner to be determined in the rent petition. The pleas raised in the present petition can be raised by the petitioner at the final stage on merits. Since the impugned order is not passed on the basis of the award of Lok Adalat as such it will not be appropriate for this Court to express any opinion regarding the effect of order dated October 29, 2011. No ground is made out for interference in the order of assessment of provisional rent.

The petition is thus dismissed.

Nothing mentioned in this order or impugned order will affect the rights of the petitioner to be determined by the Rent Controller on the basis of the pleas raised and appreciation of evidence.

March 19, 2015
sanjay

(M.M.S.BEDI)
JUDGE