

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

**CR No.1853 of 2015(O&M)
Date of Decision : 24.4.2015**

Pardeep Singh

.....Petitioner

Versus

Jagraj Singh and ors.

.....Respondents

CORAM:- HON'BLE MR. JUSTICE GURMIT RAM

Present: Mr. Ashish Aggarwal, Advocate for the petitioner.

GURMIT RAM, J.

This revision petition has been filed by the petitioner-tenant against the order dated 23.1.2015 passed by the learned Rent Controller, Amritsar vide which application of the petitioner-tenant under Order 6 Rule 17 CPC read with Section 151 CPC for amendment of the written statement has been declined.

2. During the pendency of the ejectment petition, the present petitioner-tenant filed an application under Order 6 Rule 17 CPC read with Section 151 CPC for amendment of written statement. Brief facts mentioned in the application were that the applicant tendered his affidavit in his statement in which sale deed and order were exhibited and the copy of this affidavit was supplied to the petitioner-tenant. Only after making verification of these documents from the Court, respondents came to know that the property in dispute is purchased by the petitioners and as such they stepped into the shoes of landlord. Prior to this, the applicant

never came to the respondents with any title deed nor copy of the same was supplied to them and hence the instant application to amend the written statement thereby admitting the relationship of landlord and tenant between the parties. Reply to this application was filed.

3. Learned Rent Controller after hearing the learned counsel for both the parties and going through the record as well dismissed the application vide the impugned order.

4. Being aggrieved from this order, the petitioner-tenant has come up in the instant revision petition.

5. Counsel for the petitioner was heard and record perused.

6. In order to determine the point in controversy, I deem it necessary to discuss para No.4 of the ejectment petition as well as relevant part of para No.4 of the written reply filed by the respondents.

Para No.4 of the petition reads as under:-

“That Shri Sarup Singh has died leaving behind his widow Jaswant Kaur, Jagmohan Singh, Ravinder Singh sons and Kuldip Kaur daughter. The above-said persons had executed a sale-deed dated 11.9.2002 in favour of applicants and other vendees. The applicants are one of the co-owners. The possession of the shop were delivered by Jaswant Kaur and other to the vendees. The respondents agreed to pay rent to the applicant at the rate of Rs.1,000/- per month w.e.f. 01.09.2002 and they made the payment of rent of 13 months by cheques along with interest. Thus there exists relationship of landlord and tenant between the parties.”

Relevant part of para No.4 of the written reply filed by the respondents reads as under:-

“That para No.4 of the amended petition is wrong and hence denied. It is specifically denied for want of knowledge that Sh. Sarup Singh has died leaving behind widow Jaswant Kaur, Jagmohan Singh, Ravinder Singh (sons) and Kuldeep Kaur (daughter). It is further specifically denied that the above-said persons had executed the sale deed dated 11.9.2002 in favour of applicants and other vendees. It is further specifically denied that the applicants are one of the co-owners. It is further specifically denied that the possession of the shops were delivered by Jaswant Kaur and others to the vendees. It is further specifically denied that the respondents agreed to pay rent to the applicants @ Rs.1,000/- per month w.e.f. 1.9.2002 and they made the payment of rent for 13 months by cheques alongwith interest. It is further specifically denied that thus, there exists relationship of landlord and tenant between the parties.”

7. From the above discussed para No.4 of the petition, it is very much clear that the petitioners have taken the plea in the petition in clear terms that they had purchased the property in dispute vide sale deed dated 11.9.2002 from the LRs of Sarup Singh (since deceased). In para No.3 of the petition reference is also made that the suit property including shop No.8 had fallen to the share of Sarup Singh and Motia Kaur. In reply as above-said the respondents in para No.4 have denied each and everything in a blind manner. They have denied the relationship of landlord and tenant between the parties qua the demised premises without noticing the fact that the suit property was sold by the LRs of Sarup Singh in favour of the present applicant and other vendees vide sale deed dated 11.9.2002. So the plea of the petitioner-tenant that they came

to know about the alleged sale deed in favour of the landlord when the copy of the affidavit of the petitioner tendered by him in his statement was supplied to him is held to be not tenable being not consistent with the record. The petitioners-tenants are held to be negligent recklessly while filing their reply to the petition.

8. Learned counsel for the petitioner (tenant) has contended that law regarding the amendment of pleadings is liberal and has prayed that this revision petition be accepted and permission to amend the written statement be granted. In support of his contention, he has cited the case law as laid down in **Sahib Singh and another Versus Kuldeep Kumar and others, 2011(1) C.C.C. 461**. The facts of this case law are found to be entirely different from the facts of the case in hand and as such it has no applicability to the present case.

9. On the other hand, learned counsel for the respondents (landlords) has contended that the amendment sought by the petitioner-tenant in the reply could not be allowed under the law. It is further his contention that the petitioner-tenant denied the relationship of landlord and tenant between the parties in their reply to the ejectment petition. If their plea for amendment of written statement is accepted, then that would tantamount to the withdrawal of the admission earlier made by them in their said reply. In support of his contention he has also cited the authority of our own High Court titled as **Amarjit Singh Versus Sandla Sood, 2014(2) R.C.R.(Civil) 649**. In this case, it has been held that if any right has been accrued in favour of the petitioner-landlord on the basis of earlier defence taken by the tenant, then the same cannot be taken away

by permitting the petitioner-tenant to amend the pleading. The ratio of this authority is fully applicable to the case in hand.

10. In view of the above discussion, there is no illegality or any infirmity in the impugned order. So, this revision is held to be devoid of any merit and as such the same stands dismissed and disposed of accordingly.

Nothing observed hereinabove will have any effect on the merits of the petition which is stated to be pending before the learned Rent Controller, Amritsar.

Since the main revision petition has been disposed of, the miscellaneous application, if any, also stands automatically disposed of having been rendered infructuous.

24.4.2015
Brij

(GURMIT RAM)
JUDGE

1. To be referred to the Reporters or not? Yes/No
2. Whether the judgment should be reported in the Digest? Yes/No