

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND HARYANA AT
CHANDIGARH

C.M. No.14701-CII of 2015 and
C.R. No.3224 of 2015
Date of Decision.27.07.2015

Daljit Singh Sehgal

.....Petitioner

Versus

Mohinder Kaur and others

.....Respondents

Present: Mr. Paramjit Singh Saini, Advocate
for the petitioner.

CORAM:HON'BLE MR. JUSTICE K. KANNAN

1. Whether Reporters of local papers may be allowed to see the judgment ?
2. To be referred to the Reporters or not ?
3. Whether the judgment should be reported in the Digest?

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K. KANNAN J. (ORAL)

C.M. No.14701-CII of 2015

For the reasons stated in the application, order passed by this Court on 21.07.2015 is recalled and the revision petition is restored to its original number.

Application is allowed.

C.R. No.3224 of 2015

1. The revision petition is at the instance of the tenant, who has been ordered to be evicted by the Courts below accepting the plea of the landlord that the property is required for his personal necessity. The landlord attempted to prove his qualification that he had obtained a diploma in Management Consultancy after his retirement and produced certificate issued by the IIM, Indore. The tenant took an objection that the document had not been properly proved or examined by any person

who had been associated with the institute to vouch for the genuineness. The Courts rejected the contention and found the need of the landlord to have been established.

2. The counsel appearing on behalf of the tenant reiterates the same objection which he had brought before the Courts below and which was rejected. I find no peculiar reason for doubting the genuineness of the certificate issued by an institution of repute and the production of the document itself ought to be taken sufficient proof unless there was some strong material to suggest there was something objectionable about the document. I do not find that there is any merit in the contention for making any intervention in the revision petition.

3. The counsel says that the tenant has been carrying on business in tent house and seeks for time for vacating the premises so that he relocates to another property after making suitable arrangement. The respondent takes notice through counsel and states that ₹ 23,000/- is still payable as arrears. I think the period of three months will be justified and I accord a period of three months for eviction to the tenant which will end on 31.10.2015. During all this period, the tenant will continue to pay the rent which he has been paying to the landlord without any default and will also clear the arrears of rent within a period of 7 days from the date of receipt of copy of this order. The petitioner shall give an undertaking before this Court within a period of 10 days stating that he has already paid arrears to the tune of ₹ 23,000/- and will continue to pay the future rent within first five days of every calendar month in respect of future accruals. If there is any default in payment of rent of past arrears or the future accruals in

the manner stipulated, the time of three months will stand withdrawn and the landlord will be entitled to apply for securing eviction in accordance with law.

(K. KANNAN)
JUDGE

July 27, 2015
Pankaj*