

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

**CR No.3727 of 2014 (O&M)
Date of decision : 24.7.2015**

Veena Verma

..... Petitioner

Versus

Group Captain Satya Pal Dauley VSM

..... Respondent

CORAM : HON'BLE MR.JUSTICE GURMIT RAM

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

Present : Mr. S.S. Rangî, Advocate,
for the petitioner.

Mr. Satinder Khanna, Advocate
for the respondent.

GURMIT RAM, J.

This revision petition has been filed by the petitioner-herein (tenant) against the judgment dated 25.01.2014 passed by the Court of learned Appellate Authority, SAS Nagar, Mohali vide which the appeal preferred by the landlord against the order dated 03.02.2012 passed by the learned Rent Controller, SAS Mohali was accepted, the said order dated 03.02.2012 passed by the Rent Controller was set aside and the ejectment petition of the landlord filed under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 (in short “the Act”) for the eviction of the tenant from the demised premises was allowed with a direction to tenant to vacate the demised premises and to hand-over its vacant possession to the landlord within a period of 3 months from the date of passing of impugned judgment.

2. The case of the respondent-herein who was landlord before the learned Rent Controller in brief was that he is the owner-cum-landlord of #928, Phase IV, SAS Nagar, Mohali. The petitioner-herein (tenant) took three bed rooms with attached bathrooms, drawing-cum-dining, kitchen, store, garage with kitchen and bathroom on the ground floor of said house (hereinafter to be called as “the demised premises”) on a monthly rent of ₹13,000/- excluding water and electricity charges. In this regard it was also plea of the landlord that earlier, the petitioner-herein tenant was having two bed rooms with attached bathrooms, drawing-cum-dining, kitchen and store on rent at the rate of ₹5,000/- per month excluding water and electricity charges since the year January, 2006. She further took on rent one front bedroom with attached bathroom and garage with kitchen and bathroom on rent in the month of June, 2008 for a period of 2 months in view of her daughter's marriage. She agreed to pay ₹7,000/- per month for this newly acquired additional accommodation. She also increased the earlier rent for the accommodation which was already in her possession from ₹5,000/- to ₹6,000/-, so as such she agreed to pay a total rent of ₹13,000/- per month for the demised premises excluding water & electricity charges. The abovesaid additional accommodation was given to her on rent with the undertaking that she will vacate the demised premises by 31.08.2008 since the petitioner required the same for his personal use.

It was further case of landlord that at the time of taking additional accommodation on rent in the month of June, 2008, the tenant paid ₹7,000/- as partial payment of rent in cash with the assurance to pay the balance amount of ₹6,000/- very soon. Thereafter she sent ₹6,000/- by money order in addition to ₹7,000/- already paid as rent in cash and as such

a sum of ₹13,000/- was paid as a rent qua the demised premises for the month of July, 2008. The landlord had issued the receipt on the plain paper for the receipt of partial rent in the sum of ₹7,000/- only in cash in respect of July, 2008. He also mentioned this fact on the receipt of money order while receiving the partial payment of rent in the sum of ₹6,000/- sent by tenant through money order qua the month of July 2008, but later on the tenant kept on sending only ₹6,000/- by money order and the landlord made notes on money order receipts to the effect that monthly rent is ₹13,000/- and he accepted the partial payment of rent subject to vacation of demised premises by 31.08.2008. Then the tenant made the partial payment of rent at the rate of ₹6,600/- per month for the months of April 2009 to July 2009 and did not make the payment of balance rent of ₹6,400/- for these months. Then the tenant paid partial rent at the rate of ₹6,000/- per month for the period from August, 2008 to March 2009 and as such, had paid ₹7,000/- per month less for these months. She also did not pay the rent for the month of August, 2009 and as such, the total arrears of rent due against her till August 2009 was ₹94,600/-.

Then it was also case of landlord that he has retired as Group Captain from Indian Air Force and after his retirement he along with his wife is residing in House No.359, Sector 6, Panchkula, which is in the name of his wife. He has one son and one daughter, who both are married. His son Lieutenant Commander Munish Daulay, is an Engineer (M.Tech from IIT) in the Indian Navy, presently posted in Mumbai. His post is transferable and as such, he has served at different places like Mumbai, Lonavala, Cochin, Vishakapatnam etc. Earlier his son kept his family along with him at the place of his posting, since the children were very small and

his wife was also in service as Short Service Commissioned Officer (SSC) in Indian Navy. His daughter-in-law was a Doctor in Indian Navy, i.e. Surgical Lieutenant Commander Manvi Daulay Nee Saini (retired). Presently she is doing MS (ENT) in INHS ASVINI Mumbai and she is going to complete her specialization in April, 2010. Thereafter his son wants to settle her permanently in the demised premises at Mohali for her professional career as a Doctor by way of running private clinic as permissible under the Rules along with his children. The grand children of the petitioner are also facing problems on account of frequent transfers of his son and consequently they were being deprived of good schooling in the beginning of their academic career. As such, his son wants to settle his wife at Mohali in the demised premises along with his children (one son aged about 6 years and one daughter aged about 9 years) for their better and continuing schooling at one place without any interruption. His son and daughter-in-law do not own or possess any residential house at Mohali or at any where in India. So in short, the respondent-herein (landlord) sought the ejectment of the tenant from the demised premises on two grounds i.e. non-payment of arrears of rent as above described and on the ground of his bona fide need and personal necessity for settling his daughter-in-law and children of his son in the demised premises.

3. On notice, respondent appeared and filed written statement taking preliminary objections that this ejectment petition is tainted with mala fide intention being filed with an ulterior motive; that the petitioner (landlord) has no cause of action to file this petition; that it is not maintainable in the present form and that landlord is estopped from filing this petition by his own act and conduct. Then it was also her case that she

took the entire ground floor on rent at the rate of ₹5,000/- per month from the landlord in the year January 2006. She used to pay the rent through cheques, but subsequently the landlord asked her to pay the rent in cash. The difference between the landlord and tenant started when she demanded proper receipt from him regarding payment of rent. Then she had increased the rent at her own from ₹5,000/- per month to ₹5,500/- per month, just to keep good relation. It was further increased to ₹6,000/- per month and then to ₹6,600/- per month. In the month of June 2008 the landlord had asked her to pay the rent at the rate of ₹13,000/- per month. Thereafter the landlord stopped taking rent either through cheque or in cash. Then she started sending rent through money order and the landlord used to ask her to pay rent at the rate of ₹13,000/- per month by way of writing on the postal acknowledgment receipts and also to vacate the demised premises. Then with a mala fide intention to create nuisance and the circumstances under which she could not be able to live in the demised premises, petitioner (landlord) made holes in the roof of the building in the month of June, 2009, when the rainy season was near to come, under the guise of raising construction on the upper floor. Due to rain, water started seeping through the roof with mud. He also removed tiles from the roof which damaged her household articles, i.e. television, refrigerator, furniture, electrical appliances and fittings. Then she has to file a suit for damages against the landlord, which is stated to be pending in the Court of Civil Judge, SAS Nagar, Mohali. Then further he also brought muscle-men and started threatening the tenant who was widow living with her young unmarried daughter and her son. Then she had to file a suit for permanent injunction, in which the Court of learned Additional Civil Judge had granted the

injunction. Matter in this regard was also reported to the Police. Then the landlord also threw debris in the drive way and in the front courtyard, so that she could not use the tenanted premises properly despite the payment of rent. The said debris also started causing danger to her life and his family since it bred mosquitoes and emitted foul smell.

On merits, the tenant reiterated her stand as taken by her in her abovesaid preliminary objections. Further prayer was made for the dismissal of the petition having been filed with mala fide intention.

4. On the completion of the pleadings of the parties, issues were framed by the learned Rent Controller. After hearing learned counsel for both the parties and going through the record as well, learned Rent Controller dismissed the ejectment petition of the landlord vide order dated 03.02.2012. Then the landlord filed an appeal against this order before the learned Appellate Authority, SAS Nagar, Mohali which was accepted, whereby reversing the order of learned Rent Controller and consequently the petition filed by the landlord for ejectment of the tenant from the demised premises was accepted.

5. Being not satisfied with the abovesaid judgment passed by the learned Appellate Authority, SAS Nagar (Mohali), the petitioner herein (tenant) has come up before this Court with the instant revision petition, notice of which was given to the respondent-herein (landlord). Learned counsel for both the parties were heard and record was also perused with their eminent assistance.

6. Learned counsel for the petitioner-herein has contended that as per the case of the respondent-herein (landlord), the petitioner-herein (tenant) initially took two bed-rooms with attached bathrooms, drawing-

cum-dining, kitchen and store at a monthly rent of ₹5,000/- excluding water and electricity charges w.e.f. January, 2006. It was further his claim that the tenant also took on rent one front bed-room with attached bathroom, garage with kitchen and bathroom on rent in the month of June, 2008 on the plea of marriage of her daughter. She undertook to pay ₹7,000/- per month for the said additional tenanted accommodation. Further she also increased the earlier rent for the accommodation already in her possession from ₹5,000/- to ₹6,000/- per month and as such the total rent for the above-said entire tenanted accommodation came to be ₹13,000/- per month excluding water and electricity charges. It was further his plea that the tenant paid the rent for the above-said entire tenanted accommodation, ₹7,000/- in cash and the balance amount of ₹6,000/- by way of money-order for the month of July, 2008. Thereafter, the tenant continued to pay the rent of the demised premises @ ₹6,000/- per month by way of money-order which was accepted by the landlord by making a note on the money-order receipt that monthly rent of the demised premises was ₹13,000/- per month and he accepted the partial rent subject to the vacation of the demised premises by 31st August, 2008. Then the tenant paid the partial rent @ ₹6,600/- per month for the months of April, May, June and July, 2009 and did not pay the balance rent of ₹6,400/- per month. Then she also did not pay the balance rent of ₹7,000/- per month for the month of August, 2008 to March, 2009. In all the landlord claimed arrears of rent to the tune of ₹94,600/- till the filing of the petition.

7. On the other hand, it was the plea of the tenant that she took the entire tenanted premises on rent @ ₹5,000/- per month w.e.f. January, 2006.

She at her own increased the said rent from ₹5,000/- to ₹5,500/- per month, further to ₹6,000/- per month and then to ₹6,600/- per month. It was denied by her that rent of the entire tenanted premises was ₹13,000/- per month as claimed by the landlord.

8. Both the parties led their evidence in support of their respective claims with regard to rate of rent and arrears thereof. Petitioner Captain Satya Pal Dauley appeared as PW1 and tendered his duly sworn affidavit as a part of his statement along with documents Ex.P1 to Ex.P25 and Mark A to Mark-D. PW2 Harjinder Singh, Junior Engineer, PWD (B&R) Mohali stated that the Kothi No.1152, Phase V, ground floor was taken on rent in the year 2006 for the office of Chief Agricultural Officer, Agriculture Department (Pb.), Mohali, rent of which was assessed to be ₹19,500/- per month, photocopy of which is Ex.P26. Similarly, he also stated about the Kothi No.636 Phase VI which was also taken on rent for a Judicial Officer in the year 2008 with covered area 2047.91 sq. feet, rent of which was assessed to be ₹29,500/- per month vide assessment Ex.P27. PW3 Ashok Sharma, Tax Assistant, Income Tax Department, Panchkula produced the income tax return submitted by the present landlord with regard to the assessment year 2009-10, the photocopy of which is Ex.P24.

9. On the other hand, the tenant appeared as RW1. She also tendered her duly sworn affidavit in her statement in order to support her claim along with documents Ex.R1 to Ex.R26.

10. Admittedly, in this case there is neither any rent note nor lease deed with regard to the rate of rent of the demised premises. In support of the respective claim qua this fact both the parties have brought on the record their evidence as above mentioned. As above-said, the landlord pleaded that

since the month of July, 2008 the rent of the entire demised premises became to be ₹13,000/- per month. The tenant paid the rent of ₹13,000/- for the month of July, 2008 partially in cash and partially by way of money-order. Thereafter, she sent the rent of the further period as above described @ ₹6,000/- per month which was accepted by the landlord in part payment of rent by making endorsement on the money-order receipts that the balance rent of ₹7,000/- is due. Thereafter, she started paying rent @ ₹6,600/- per month and he (landlord) accepted the same as a partial payment of rent by making endorsement on the money-order receipts that the balance rent of ₹6,400/- is due. In order to substantiate his claim, he brought on the file the said money order AD receipts Ex.P1 to Ex.P23. In said receipt Ex.P1, it had been written by the landlord that he had received ₹1,000/- in addition to ₹7,000/- already paid in cash, as monthly rent of ₹13,000/- for the month of July, 2008 qua the demised premises subject to the condition to vacate the same within two months. But the postal receipts Ex.R1 and Ex.R2 showed that the tenant had sent a sum of ₹6,000/- to the landlord by way of money-order as the rent for the month of July, 2008. Then in Ex.P2 the landlord made an endorsement regarding receipt of ₹6,000/- as a rent for the month of August, 2008 sent by the tenant to him by way of money order and a balance of ₹7,000/- is still due for this month with the same condition to vacate the demised premises by 31st August, 2008. Ex.P3 is identical to Ex.P2, so there is no need to discuss the same. Then on AD receipt Ex.P4, the landlord made his endorsement regarding receipt of ₹6,000/- as a rent for the month of September, 2008 qua the demised premises. Request was also made to vacate the demised premises as the time as agreed to vacate the

demised premises up to 31.8.2008 had already expired. As per the AD receipts Ex.P5 to P17, the tenant had sent the rent to the landlord @ ₹6,000/- per month by way of money order which was accepted by him without raising any plea of balance rent. Then as per AD receipt Ex.P19 to Ex.P23, the tenant paid rent to the landlord @ ₹6,600/- per month by way of money order which was also accepted by the landlord without raising any plea of balance rent due. Postal receipts Ex.R1 to Ex.R24 also established the fact that earlier the tenant had been paying the rent qua the demised premises by way of money order to the landlord @ ₹6,000/- per month, which was later on sent by her through money-order to the landlord @ ₹6,600/- per month. Then in the income tax return Ex.P24 the landlord had shown the rent for the month of April to June to be ₹15,000/- which also established the fact that monthly rental income of the landlord was ₹5,000/-. Then in this return, the rent received for the month of August, 2009 to March, 2010 was shown as ₹48,000/- which also showed the rent to be ₹6,000/- per month of this period. Then in the month of July, 2009, the rent was shown to be ₹13,000/- but this sole entry cannot be held to be sufficient evidence to hold the rate of rent qua the demised premises to be ₹13,000/- per month when there is no other documentary evidence corroborating to it.

11. So from the above discussed evidence of both the parties, it is concluded that at no point of time, the tenant had agreed to pay the rent @ ₹13,000/- per month qua the demised premises. The above discussed endorsements made by the landlord on the money order AD receipts Ex.P1 to Ex.P23 are his unilateral act and the same cannot be held to be binding

upon the tenant when she had never shown her willingness to accept the same.

12. So far the rent assessment Ex.P26 and Ex.P27 are concerned, these also cannot be considered to prove the rate of rent in the case in hand. Such like assessment can be taken into consideration for the purpose of assessing the mesne profits if the tenancy is terminated in any case on the passing of the ejectment order.

13. So far the copy of the order of the Hon'ble High Court dated 26.5.2010 passed in CR No.3394 of 2010 is concerned, the same also cannot be held to be a ground for assessing the rate of rent in this case. This order was passed by this Court in a revision petition filed against the order dated 21.4.2010 passed by the learned Rent Controller with regard to provisional assessment of rent qua the demised premises. So this order cannot be treated to be final finding of the fact with regard to the rate of rent. From its very nature, it was provisional rate of rent and it can either be increased or decreased while disposing the main case on merits in the light of the evidence of both the parties led during the trial of the case.

14. In the light of the above discussion, it is held that the learned Appellate Authority has rightly held that rate of rent of demised premises as ₹6,600/- per month at the time of filing of instant ejectment petition. Then as per the record the tenant had paid the arrears of rent @ ₹10,000/- per month as provisionally assessed by the learned Rent Controller vide order dated 21.4.2010 along with interest and costs of the petition qua the period of which the arrears of rent was claimed in the instant petition. So as such the excess payment of rent made by the tenant qua the above-said period is liable to be refunded to her. So the finding recorded by the learned

Appellate Authority on issue No.1 is affirmed. Finding recorded by the learned Appellate Authority on issue No.3 is also affirmed with the direction to refund the amount which the tenant has paid in excess to the landlord in order to escape her eviction from the demised premises in compliance with the order of learned Rent Controller pertaining to provisional assessment of rent as held vide order dated 21.4.2010.

15. Learned counsel for the petitioner-herein (tenant) has further submitted that the case of the respondent-herein (landlord) is that his son Munish Daulay is an engineer in the Indian Navy in the rank of Lt. Commander. His job is transferable and he had served at different places like Mumbai, Lonavala, Cochin etc. etc. and presently he is posted at Mumbai. His daughter-in-law is also a doctor in Indian Navy as Short Service Commissioned Officer (SSC) and presently she is doing MS(ENT) in INHS ASVINI, Mumbai, who is going to complete her specialization in the year 2010. Since the job of his son is transferable from one place to another in the coastal area, the study of his children has been affected adversely on account of this reason and as such the landlord wants to settle his said daughter-in-law in the demised premises along with her children for the sake of their good academic career. His daughter-in-law also wants to run her business as private medical practitioner at Mohali permanently and as such his need of the demised premises is bonafide for his personal use and occupation for the purpose above mentioned. Herein the counsel for the petitioner-herein (tenant) strongly contended that it is a case of respondent-landlord himself that at present he has been residing at Panchkula in a house of one kanal along with his wife. Then it is further his submission that if the respondent wants to settle his said daughter-in-law and his grand-children at

Mohali in the demised premises, then he could have settled them in the above-said House No.359, Sector-6, Panchkula wherein he along with his wife only has been residing at present after retirement. Then it is further his submission that the said house at Panchkula is consisting of accommodation of three bed rooms attached with toilet bathrooms, drawing-cum-dining with car garage on the ground floor and two bed rooms along with toilet bathrooms on the first floor. Herein he has referred to the cross-examination of PW1 Captain Satya Pal Dauley (respondent-herein). Then he has also submitted that even the daughter-in-law of the respondent-herein (landlord) for whose requirement, this petition has been filed by the landlord on the ground of personal necessity has not appeared in the witness-box to support his stand and further to substantiate the plea as taken by the landlord in this petition in this regard. Then he has also pointed out that even the respondent-landlord had also adopted unlawful means in order to secure the eviction of the tenant from the demised premises forcibly. Herein he has also referred that the landlord (respondent) had removed the tile bricks from the roof of the demised premises when the rainy season was about to start under the garb to raise further construction on the demised premises which did he in fact never start further after removing the brick tiles from the roof. Reference herein has also been made to some photographs of the demised premises snapped in order to show the above-said act and conduct of the landlord (respondent). Then reference in this regard is also made to the litigation stated to be initiated against the landlord (respondent) due to his above-said act and conduct, by the tenant. Lastly, he has contended that the alleged personal need of the demised premises as set up by the landlord in this case is nothing but merely a wish and whimsical desire as well as

concocted story in order to make out a false and fabricated ground for seeking ejectment of the tenant from the demised premises. Then the learned counsel for the petitioner-tenant has also cited some case laws in support of his above contention which are discussed as under:-

(i) **Rajiv Gupta Versus Jiwan Ram, 2015(1) R.C.R.(Rent) 98.**

In this case the ejectment of tenant from the demised premises was sought by the landlord on the plea that same is required by him for settling his son. The son for whose necessity the eviction was claimed was not examined. It was held that it is a serious flaw in the case of landlord. Then from the statement of landlord it was also established that his sons are already engaged in the business of commission agency in the premises in their possession and as such they did not require the tenanted premises.

But this case law could not be applied to the case in hand since it is not proved on the record that the daughter-in-law of the landlord is employed already in some job or running any medical profession in some premises already in her possession within the urban area of Mohali.

(ii) **Brij Bhushan and another Versus Sanjay Harjai and another, 2015 (1) R.C.R.(Rent) 249.**

In this case also, the son of the landlord for whom the requirement of personal necessity was pleaded did not step in the witness-box to face the test of cross-examination as to whether he was in possession of any other property. It was a specific plea taken by tenant as to ownership of shops of landlord, one of which was lying vacant which was not controverted by the landlord by filing replication. It was held that the requirement as alleged by the landlord is just a wish or desire and not bonafide one and consequently the ejectment petition was dismissed.

But this case law is also having no bearing on the case in hand for the reason that the landlord (respondent) in this case has not concealed any fact with regard to the ownership of any property either in his own name or in the name of his son or daughter-in-law other than the demised premises within the urban area of Mohali. Then even the tenant has also failed to bring on the record any material to show that the landlord or his son or daughter-in-law are the owner or in possession of any property within the limits of urban area, Mohali other than the demised premises. So far House No.359, Sector 6, Panchkula is concerned, it is in the name of the wife of the landlord and moreover it falls within the limits of urban area of Panchkula.

(iii) **Tirath Ram and others Versus Balwant Singh, 2015(1) R.C.R. (Rent) 156.**

In this case there were three shops in the ownership of the landlord. The requirement of the demised shop is for the son of the petitioner, who got permanent job during pendency of the case on compassionate ground after the death of his father. Two other sons carrying on business jointly for past 10 years in one shop and using other shop available to them as a store. All the sons in their deposition did not utter even a single word about their requirement. They simply deposed about the desire of their predecessors-in-interest. It was held that it is not a case of bonafide requirement for seeking eviction of the tenant from the demised premises.

This case law is also found to be not applicable to the case in hand since it is not covered within the ambit of this case law. Moreover, facts of this case law are also different from the facts of the case in hand.

(iv) **Ravinder Sood and another Versus Mohan Lal, 2013(2)**

R.C.R.(Rent) 91.

In this case, it was held that the landlord must on disclosure of existence of another building must place appropriate evidence that other building is not sufficient or convenient to him. Without either of such evidence, he cannot have the luxury of securing an eviction of tenant from the property which is in his occupation.

But in the case in hand, the respondent (landlord) has concealed nothing with regard to the ownership of any property other than the demised premises and another House No.359, Sector 6, Panchkula. In this regard, it is also to note that the petitioner is retired as Group Captain from the Indian Air Force. His son is also stated to be an officer in the rank of Lt. Commander in Indian Navy and his daughter-in-law was also stated to be a doctor in the Indian Navy as SSC Officer. A person who retires in the rank of higher officer from the defence forces usually like to reside separately in order to lead an independent life and he does not like the interference of any body in his day to day life whosoever close relation that person may be.

16. On the other hand, the learned counsel for the respondent-herein(landlord) has vehemently denied the entire above contentions of the learned counsel for the petitioner herein (tenant). It is his contention that learned Appellate Authority has rightly held on the basis of evidence on the record that alleged personal necessity of the landlord qua the demised premises to be bonafide as well as sincere having an element of need. It is further his contention that non-examination of either of the son of petitioner (landlord) or of his daughter-in-law is not material in this case because the landlord in his statement as PW1 has fully justified his claim that the demised premises is required by him for the use and occupation of his

daughter-in-law and her children. In support of his contention, he has also cited an authority of Hon'ble Apex Court as delivered in **Gulraj Singh Grewal Versus Dr.Harbans Singh and another, 1993 AIR (SC) 1574.** In this case the landlord filed ejectment petition for the eviction of tenant from the demised premises on the ground that the same is required by him for his son. His said son did not enter into the witness-box. Respondent No.1 who is the father of respondent No.2, has supported and proved the need of respondent No.2, who also is a landlord. The fact that for want of suitable accommodation in the city of Ludhiana, respondent No.2 is at present carrying on his profession at some distance from Ludhiana is not sufficient to negate the landlords' need. It was held that in these circumstances, non-examination of respondent No.2 also, when respondent No.1 has examined himself and proved the need of landlord, is immaterial.

17. Then the learned counsel for the respondent-herein (landlord) has also cited another case law as laid down by this Court in **Yash Pal Juneja Versus Satish Kumar Sandooja, 2009(2) Rent L.R. 70** ,wherein it has been laid down that the tenant cannot dictate terms to his landlord as to how the latter can adjust himself without asking for eviction of the tenanted premises. He further relied upon **Shrimati Chandra Wati Versus Narain Dass, 1970 R.C.R.(Rent) 85** ,wherein it has been held by this Court as under:-

“The Rent Controller should normally give weight to the statement on oath made by the landlord in that behalf. It is his decision on that point which should prima facie prevail and the Rent Controller should not ordinarily become the judge of his needs, unless material had been brought on the record by the tenant to show that the desire of the landlord to occupy the

house for his own residence was not genuine and the eviction application had not been filed bona fide. Ample safeguards have been provided for the aggrieved tenant under Section 13 of the East Punjab Urban Rent Restriction Act, where it is stated that when a landlord who had obtained possession of a house from the tenant for his own occupation, did not himself occupy it for a continuous period of 12 months from the date of obtaining possession, the tenant, who had been evicted, could apply to the Rent Controller for an order directing that he should be restored the possession of such house and the Rent Controller would then make an order accordingly.”

18. Then the learned counsel for the respondent-herein (landlord) has further relied upon another authority of this Court as delivered in **Chander Mukhi Sharma Versus Rajesh Sood, 2008(1) R.C.R.(Rent) 404**, wherein it was held that it is the landlord who is competent to decide upon his requirement and a tenant cannot be permitted to resist eviction in a manner which amounts to dictating the 'requirement' to the landlord.

19. So far the act and conduct of the landlord as stated by the tenant in harassing her to evict her forcibly from the demised premises is concerned, that also cannot be held to be a ground to decline this petition. There are number of documents, i.e. money-orders AD receipts Ex.P1 to P19, containing the endorsement made by the landlord with a request to the tenant to vacate the demised premises since as agreed she had to vacate the same w.e.f. 31.8.2008. Since she did not vacate the demised premises in accordance thereof, so certainly in such a situation the relationship between the landlord and tenant became a little bit strained. He may have done so to secure the ejection of the tenant from the demised premises in order to avoid knocking the door of the Court and also to avoid from a lengthy

litigation which usually happens particularly in the ejectment proceedings.

20. Then there are certain receipts of money-orders Ex.P7, Ex.P8, Ex.P9, Ex.P14 and Ex.P19 in which there is an endorsement made by the landlord containing a request to tenant to vacate the demised premises since the same is required by him for his personal use and occupation. Then in Ex.P14, it is also recorded specifically that his daughter is facing difficulty and requested the tenant to vacate the demised premises immediately. So all this shows that the respondent herein (landlord) was in bonafide need of the demised premises since long for the use and occupation of his daughter-in-law and her children to settle them in the demised premises permanently. Then it is also to note that education facility in Mohali or in Chandigarh is much better than any other area of this region. Every parents/grand-parents have sincere desire to get their children/grand-children admitted in some reputed institute for the sake of their good academic career for their better future prospects. Then it is the case of the landlord that his daughter-in-law was a doctor in Indian Navy as SSC and she also wants to settle her medical clinic in the demised premises to run her medical profession on regular basis. Then it is also a fact that a person who is SSC officer in defence forces, his service is always for a limited period and not of permanent nature. There has come nothing on the record to suspect the bonafide need of the respondent-herein (landlord) qua the demised premises for the use and occupation of his daughter-in-law and his grand-children. Then it is also a fact that the son of the respondent-herein (landlord) is an officer in the Indian Navy and posting of such like officers always remained in far away coastal areas. So it is also held to be a valid ground for the present respondent-herein(landlord) to settle his daughter-in-law and her children in

the demised premises permanently because the nature of the job of his son is such that he cannot carry his wife and children along with him on regular basis.

21. In the light of the above discussion, except for modification with regard to the findings of issue No.3, this revision petition stands dismissed and disposed of accordingly.

24.7.2015
Brij

(GURMIT RAM)
JUDGE