

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

CR No. 6978 of 2014 (O&M)
Date of decision: April 21, 2015

Atul Nanda

...Petitioner

Versus

Amit Bakshi

...Respondent

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?**

Present: Ms. Swati Batra, Advocate,
for the petitioner.

K. KANNAN, J. (Oral)

1. There are two principal contentions which the tenant brings at the interlocutory stage when the provisional rent was fixed: one is that there is no jural relationship between the landlord and himself and the transaction was only between the father of the person claiming to be the landlord himself through a leave and licence agreement. The document is part of record and the court has not considered the same. The second objection is that the court below has not taken note of the several payments and expenses incurred. The petitioner would want adjustment of the amount alleged to have been stolen by the person claiming to be the landlord for which a criminal complaint has been filed and the petitioner has proved of the expenses incurred for repairs through bills/vouchers and they were bound to be deducted from the amount claimed by the landlord.

relationship by referring to the fact that the petitioner has been depositing the rent only in the name of the person claiming to be the landlord in the HDFC bank account and the payment of rent by the petitioner itself was proof of existence of the jural relationship. The original file has been sent for and I have seen the leave and licence agreement executed by the petitioner in favour of the father of the person claiming to be the landlord. The landlord is a person who is entitled to receive the money and if in the course of the proceedings, at the preliminary stage, the court had an admission of the tenant as having credited the monthly rents only to son of the person with whom he had entered into the leave and licensee agreement, I will not take it to be irrelevant and look for any further proof. The appellate court was justified in making an appropriate inference only for the purpose of consideration of determining the provisional rent that amount shall be paid only to the person to whom the tenant was at all times paying the rent. I will not, therefore, find any error in the lower court's approach as regard the finding on prima facie proof of existence of jural relationship.

3. The reimbursement of expenses incurred or adjustment against rent for the repairs alleged to have been carried out by the tenant, cannot be made at this time, for, Section 12 of the Haryana Urban (Control of Rent and Eviction) Act, 1973 provides for a procedure to carry out repairs and if the tenant carries out repairs on his own without resort to the procedure under Section 12 of the Act, an adjustment cannot be claimed. I will not still close this issue as concluded, for, it will always be open to the tenant to prove any arrangements or compulsion that gave rise to incurring the expenses for repair and a justification for adjustment. It could only be considered at later stage and cannot avail for the tenant to seek for

adjustment at the preliminary stage. In the same manner, the amount said to have been stolen by the landlord for which a police complaint is said to have been registered cannot be said to have already paid or adjusted. I, therefore, find no merit in any of the contentions raised for interference in the impugned order passed by the court below.

4. The petition is dismissed.

April 21, 2015
prem

(K.KANNAN)
JUDGE