

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

**RSA Nos.1956 & 1957 of 2012 (O&M)
Date of Decision: January 20, 2015**

Anand Kishore

..Appellant(s)

Versus

Amarjit Kaur

...Respondent(s)

with

CORAM: HON'BLE MS. JUSTICE ANITA CHAUDHRY

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

Present: Mr. Malkeet Singh, Advocate
for the appellant(s).

ANITA CHAUDHRY, J.

1. These are two appeals filed by the defendant against the judgment dated 20.01.2011, passed by the Civil Judge, Jr. Division, Amritsar affirmed by the Addl. District Judge, Amritsar dated 23.11.2011.

2. Two suits had been filed by Amarjit Kaur against defendant Anand Kishore seeking recovery of rent from 01.08.2000 up to 30.06.2003 and from 01.07.2003 to March, 2006. Both the suits were consolidated and a common judgment was passed. Both the suits were decreed. The appeals filed by the defendant were dismissed.

3. Briefly narrating the facts; The plaintiff instituted a suit seeking recovery of rent from the tenant inducted in flat No.26 in Ranjit Avenue, Amritsar. Her case was that she had purchased flat no. 25 on the ground floor of the same block and after purchasing the flat, the defendant was inducted as a tenant in the new flat w.e.f. 01.07.2000, on monthly rent of Rs.5,000/- and the flat had been let out only up to 15.12.2000. It was pleaded that rent till 31.07.2000 was paid and thereafter, the defendant failed to pay the rent. An ejectment petition was filed which was allowed on 13.03.2006 and ejectment order was passed. It was pleaded that the Rent Controller had assessed the rent at Rs.5,000/- per month which was not tendered and false plea was taken that the rent had been paid under a compromise. It was pleaded that the defendant was in arrears of rent from 01.08.2000 till 30.06.2003.

4. The second suit was filed by the plaintiff seeking arrears of rent from 01.07.2003 to March, 2006 on the same ground.

5. The defendant took the plea in both the cases that the rate of rent was Rs.3,000/- per month and not Rs.5,000/- per month. Several legal pleas were taken which are not relevant.

6. Issues were framed and both the sides led evidence. The plaintiff examined her G.P.A. i.e. her husband

and some more witnesses. The defendant in his statement took the same stand as taken in the written statement.

7. The Lower Court accepted the evidence led by the plaintiff and rejected the statement of the tenant that the rent was Rs.3,000/- per month and ordered the recovery of the amount with interest payable @ 12% from the date of institution of the suit till the date of decree and future interest @ 6% per annum from the date of decree till realization.

8. In the second suit as well, a decree for recovery was passed with interest at the rate of 12% from March, 2006 up to the date of decision and future interest @ 6% from the date of decree till realization.

9. The counsel for the appellant-defendant assailing the findings urged that as the appellant was unable to produce the license deed dated 15.07.2000, therefore, he restricted the arguments only on the point of interest. It was urged that the interest awarded by the Courts below was too high. He was candid enough to admit that the execution petition had been filed by the decree holder and the amount had still not been paid.

10. The sole question to be addressed is whether the landlord was entitled to interest on the rent and whether the interest awarded was high. The landlord was entitled to rent every month. The rent for the month from August, 2000

onwards had not been paid. The landlord filed a petition seeking ejectment of the tenant on the ground of non-payment of rent. The rent was not tendered and it resulted in ejectment of the tenant. The plaintiff was then forced to file a suit for recovery. She was deprived of the use of that money which was payable immediately in the next month, on falling due. Though, there was no agreement between the parties but in the absence of any agreement relating to payment of interest, interest could be awarded by way of damages for wrongful withholding of money though it could not be claimed under the Contract Act. The appellant withheld the rent for over a decade. Now, in these circumstances, the plaintiff was entitled to a reasonable interest by way of damages on the amount and both the Courts below had rightly allowed the interest @ 12% from the date of institution of the suit till the date of recovery and future interest @ 6% from the date of decree till realization.

No substantial question of law is involved. As a consequence, both the appeals are dismissed in limine.

**(ANITA CHAUDHRY)
JUDGE**

January 20, 2015
sunil