

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

LPA No.40 of 2015 (O&M)
Date of Decision: 28.04.2015

Keshav Chander

... Appellant

VS.

Haryana State & Anr.

... Respondents

CORAM: HON'BLE MR.JUSTICE SURYA KANT
HON'BLE MR.JUSTICE P.B. BAJANTHRI

Present: Mr. Arun Jain, Senior Advocate with
Mr. SK Verma, Advocate;
Mr. Amit Parashar, Advocate;
Ms. Neeru Bansal, Advocate;
Mr. Anurag Jain, Advocate;
Mr. SK Garg, Advocate;
Mr. SS Walia, Advocate;
for the appellant(s)

Mr. Ravi Dutt Sharma, DAG Haryana

SURYA KANT, J. (Oral)

(1) This order shall dispose of LPA Nos.40, 54 to 57, 79, 155, 355, 357, 371, 394 & 397 of 2015 as all the appeals have arisen out of a common order dated 03.11.2014 whereby the learned Single Judge allowed the writ petitions filed by State of Haryana through Zila Sainik Board, Jind and consequently the orders passed by the Appellate Authority have been set aside and the eviction orders passed by the Collector against the appellants have been restored.

(2) Since with the repeated intervention of this Court, the parties have been persuaded for amicable disposal of these cases by way of a consent order, it is not necessary to refer to the facts

in detail. Suffice it to mention that the appellants were inducted as tenants by the Zila Sainik Board, Jind in the shops in question which are located on the State Highway (Jind-Gohana Road) adjoining the main Bus Stand at Jind. The shops were rented out to the appellants in different years from 1980 onwards.

(3) As per agreed terms and conditions, the monthly rent was liable to be increased 5% annually. The Zila Sainik Board filed eviction petition(s) against the appellants on different grounds including non-payment of arrears of rent. Since the shops were exempted from the purview of Haryana Urban (Control of Rent and Eviction) Act, 1973, such eviction proceedings were initiated under the Public Premise Act, 1971. The Collector vide orders dated 21.03.2012 ordered eviction of the appellants but on appeal, the Commissioner, namely, the Appellate Authority allowed their appeals on the premise that they are old lessees and instead of dispossessing them the lease may be renewed subject to the condition that they shall pay the arrears along with interest etc. The State of Haryana through Zila Sainik Board felt aggrieved and approached this Court. The learned Single Judge has allowed the writ petition(s) giving rise to these appeals.

(4) When the first amongst the batch of appeals came up for preliminary hearing on 27.02.2015, it was stated on behalf of the appellant(s) that they are willing to suitably enhance the monthly rent for the sustenance of lease as the subject shops are

the only source of livelihood for them and their families. It was taking notice of that plea that we directed the respondents to assess the fair/current market rent of the subject shops. The Deputy Commissioner, Jind was also directed to intervene in the matter.

(5) In deference to those directions, the respondents though gave some proposals but they were initially reluctant for the renewal of subject-lease. We, however, continue to impress upon the authorities for re-consideration of their decision for the reason that the shops in question, any case, are to be rented out by the respondents. Since the appellants were willing to pay the current market rent there was no rhyme or reason to dispossess them and induct new lessees. The aforesaid suggestion has brought the desired results.

(6) The respondents have today come up with the proposal that if the appellants agree to pay the revised monthly rent at par with the lessees of the shops to whom Improvement Trust, Jind has leased out shops by way of public auction in the month of April, 2015 itself, the authorities would have no objection to let the appellants continue to retain the subject shops as lessees subject to execution of fresh lease deeds as per the revised terms and conditions. It may be mentioned here that the shops of Improvement Trust, Jind are also located in the same vicinity i.e. on the Jind-Gohana Road and on the opposite side of the Bus

Stand. The distance between two Shopping Complexes is hardly 225 meters. The size of the shop of the Improvement Trust is 216 sq.ft. whereas the size of most of the shops in question is 215 sq.ft. (except two shops - one bigger and the other of smaller size).

(7) The Improvement Trust has leased out its shop @ ₹13,700/- per month vide lease agreement dated 15.04.2015. In addition, each lessee of the Improvement Trust have deposited Non-Refundable Security of ₹12 lacs besides another refundable security of ₹1 lac. Giving marginal benefit to the appellants of their old possession, the respondents have agreed not to insist for payment of any non-refundable security from the appellants. The other terms and conditions are acceptable to the appellants.

(8) Resultantly, the appeals are allowed in part and disposed of in the following terms:-

- (i) Those appellants who are lessees/occupants of the shops measuring 215 sq.ft. shall enter into fresh lease agreements @ ₹13,700/- per month payable w.e.f. 01.05.2015.
- (ii) Each one of them shall also deposit the refundable security amount of ₹1 lac.
- (iii) The occupant of shop No.1, the size of which is 333.25 sq.ft., shall execute the lease agreement at a proportionately higher monthly rent and the amount of refundable security in his case would be ₹2 lacs.

- (iv) Similarly, the occupant of Shop No.11, which is 110 sq.ft. only, shall execute lease agreement at a proportionately reduced rate of monthly rent though the refundable security in his case would remain ₹1 lac only.
- (v) The appellants shall also pay interest @ 9% per annum on the arrears of rent from January, 2011 till 30.04.2015 along with the arrears of rent, if any, at the old rate payable upto 30.04.2015.
- (vi) Rest of the terms and conditions of the fresh lease agreement shall be as per the previous lease agreement between the parties.
- (vii) The lease agreement shall be executed on or before 15.05.2015 though effective from 01.05.2015.

(Surya Kant)
Judge

28.04.2015
vishal shonkar

(P.B. Bajanthri)
Judge