

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

**CM-3812-LPA-2015 in/and
LPA No.754 of 2015 (O&M)
Date of Decision: 14.12.2015**

Rajnish Kumar Sachdev

... Appellant

VS.

MC Chandigarh & Ors.

... Respondents

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

- 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: Mr. Gurcharan Dass, Advocate for the appellant

Ms. Deepali Puri, Advocate for MC Chandigarh

SURYA KANT, J. (Oral)

CM-3812-LPA-2015

Allowed as prayed for.

Documents (A2 to A10) are taken on record subject to just exceptions.

CM stands disposed of.

LPA No.754 of 2015 (O&M)

(1) This Letters Patent Appeal is directed against the order dated 02.03.2015 whereby learned Single Judge has dismissed the appellant's writ petition in which he laid challenge to the action of Municipal Corporation, Chandigarh in terminating his lease rights *qua* shop No.4 situated in village Badheri, Sector 41-D, Chandigarh

and which was let out to him by the then Gram Panchayat in the year 1993.

(2) Learned Single Judge has noticed the fact that the appellant's tenancy was cancelled vide order dated 27.08.2004 against which he chose to file appeal after a period of seven years. The appeal was hopelessly time barred and was dismissed on that count. Learned Single Judge also declined to interfere with those orders.

(3) When this Letters Patent Appeal came up for preliminary hearing on 15.05.2015, the respondent-authorities were called upon to explore the possibility of renewal of tenancy on payment of current market rent.

(4) In deference thereto, the Municipal authorities have reconsidered the matter and as per their affidavit filed today in Court, they have agreed to renew the lease subject to the appellant's depositing the arrears of rent for which a detailed statement of account has also been appended. The authorities are apparently inclined to renew the lease with notional increase in the monthly rent.

(5) The offer made by the authorities appears to be just, fair and equitable. The appellant has no objection against the renewed offer except that he seeks time to pay the arrears as demanded by the respondents.

(6) Taking into consideration the totality of the circumstances; the fact that the shop is located in a village of UT Chandigarh and considering the paying capacity of the appellant, we allow this appeal in part; modify the order of learned Single Judge and dispose of the writ petition with the following directions:-

- (i) The appellant shall pay arrears of rent as assessed by the respondents in two instalments of two months each i.e. within four months. The first instalment shall be paid by him in February, 2016 and the second in April, 2016.
 - (ii) The appellant shall give an undertaking to the Municipal Corporation that he is willing to enter into a fresh lease agreement and/or renewal of the old one, and would pay the revised monthly rent as may be fixed keeping in view the viability of the business to be run and his capacity to pay such rent. The fresh lease agreement may be made applicable w.e.f. 01.05.2016.
- (7) The appellant who is present in Court along with his counsel is agreeable to above terms and conditions.
- (8) Disposed of accordingly.

(Surya Kant)
Judge

14.12.2015
vishal shonkar

(P.B. Bajanthri)
Judge