

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

**RSA No.4458 of 2014 (O&M)**  
**Date of Decision: August 05, 2015**

Vikash Mittal

...Appellant

Versus

Avnish Kalra

...Respondent

**CORAM: HON'BLE MR. JUSTICE INDERJIT SINGH**

Present: Mr.Ashwani Gaur, Advocate  
for the appellant.

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**INDERJIT SINGH, J.**

Appellant-defendant Vikash Mittal has filed this regular second appeal against respondent-plaintiff Avnish Kalra, challenging the impugned judgment and decree dated 23.01.2013 passed by learned Civil Judge (Junior Division) Panipat, vide which the suit of the plaintiff for recovery was decreed and also the judgment and decree dated 06.05.2014 passed by learned Addl. District Judge, Panipat, vide which the appeal filed by appellant-defendant was dismissed.

The brief facts of the case are that plaintiff-respondent Avnish Kalra filed a suit against defendant Vikash Mittal for recovery of ₹1,19,500/-. It is stated in the plaint that plaintiff is owner of industrial unit bearing No.109, Sector-29, Part-I, Industrial Area Panipat, which is a double storey building. The defendant took the above-said building on rent at the rate of ₹15,000/- per month

excluding electricity and water charges payable by the defendant. The building was let out for the period of eleven months from 22.03.2009 to 22.02.2010. By entering into a rent note, the defendant also agreed to enhance the rate of rent at the rate of 10% per month on existing rate of rent after expiry of fix period of eleven months. The defendant enjoyed the tenancy rights from 22.02.2010 to 22.11.2010 at the rate of ₹16,500/- per month. The defendant paid rent upto 21.06.2010 at the rate of ₹15,000/- per month in part and agreed to pay the amount of ₹6000/- as balance towards the arrears of rent pertaining to the period from 22.03.2010 to 21.06.2010 and also made promise to make the payment of arrears of rent pertaining to subsequent period upto 22.11.2010. It is also the case of the plaintiff that the defendant paid an amount of ₹45,000/- as security and even after deducting the said amount, an amount of ₹43,500/- is still payable by the defendant as arrears of rent. It is also the case of the plaintiff that ₹73,662/- as electricity charges, ₹2428/- as water charges, are also payable by the defendant. The plaintiff also sent a registered notice, which was returned back as unclaimed.

On the other hand, the case of the defendant is that he was a tenant in building in question at monthly rent of ₹15,000/- per month and tenancy started from 22.03.2009. It is also the case of the defendant that he paid an amount of ₹45,000/- as security and has vacated the tenanted premises on 21.06.2010 and it is further the case of the defendant that he was to pay only ₹10,000/- on account of electricity charges, which he requested the plaintiff to deduct from

security amount and to hand over the remaining amount of ₹35,000/- to him.

After framing of the issues, plaintiff examined himself as PW-1, Arvind Jain as PW-2 and Vijay Kumar Verma as PW-3. On the other hand, defendant examined himself as DW-1, Rishi Pal as DW-2 and Mahender Goel as DW-3.

On the basis of the evidence, learned Civil Judge (Junior Division) Panipat, decreed the suit of the plaintiff for recovery of ₹1,19,500/- along with interest @ 4% per annum from the date of filing of the suit till its realization, vide judgment and decree dated 23.01.2013. An appeal was filed by the defendant-appellant and the same was dismissed by learned Addl. District Judge, Panipat, vide judgment and decree dated 06.05.2014.

Aggrieved from the above-said judgments and decrees, present regular second appeal has been filed by appellant-defendant.

I have heard learned counsel for the appellant and have gone through the record.

From the record, first of all, I find that the finding of fact given by the Courts below are concurrent. Nothing has been pointed out as to which evidence has been misread by the Courts below and how the judgments passed by the Courts below are perverse. Nothing has been argued as to what substantial question of law arises in this regular second appeal. I have gone through the findings given by the Courts below. These findings are as per evidence. It is admitted by the defendant that he was tenant in the premises in

question since 22.03.2009 at rent at the rate of ₹15,000/- per month. He has also not disputed the fact that electricity and water charges are to be paid by him. Otherwise also, when the electricity and water has been used by the tenant, then he is to pay the charges. There is no dispute between the parties regarding depositing of ₹45,000/- as security. The plaintiff has produced documents i.e. water bills Ex.P1 and P2, electricity bills Ex.P3 and P4 and the receipt of payment of water bills Ex.P5. The version of the plaintiff is duly supported and corroborated by documentary evidence. So many other documents have been produced by the plaintiff to prove his version. The Courts, on the basis of evidence on record and by correctly appreciating the evidence, held that defendant is liable to pay the amount claimed in the suit to the plaintiff. The defendant failed to prove that he vacated the premises on 21.06.2010. Rather, the plaintiff by producing cogent evidence on record, proved that defendant vacated the premises on 22.11.2010.

The findings given by both the Courts below are concurrent, as per law and further the evidence has been appreciated in right perspective. There is nothing on the record to show as to which evidence has been misread and how the findings given by the Courts below are perverse.

In view of the above discussion, I find that the judgments and decrees passed by the Courts below are correct, as per evidence and law and do not require any interference from this Court and the same are upheld. No substantial question of law arises in the present

regular second appeal.

Therefore, finding no merit in the present regular second appeal, the same is dismissed.

**August 05, 2015**  
Vgulati

**(INDERJIT SINGH)**  
**JUDGE**