

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

CIVIL REVISION NO.2343 OF 2015

DATE OF DECISION: APRIL 05, 2016

Dharminder Kumar

.....Petitioner

VERSUS

Surinderpal

....Respondent

CORAM:- HON'BLE MR.JUSTICE AUGUSTINE GEORGE MASIH

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

Present: Mr. Rajan Bansal, Advocate,
for the petitioner.

AUGUSTINE GEORGE MASIH, J. (ORAL)

Challenge in this petition is to the order dated 26.09.2012 passed by the Rent Controller, Barnala, whereby the petitioner has been directed to make payment of ₹10,563/- alongwith interest within 30 days from the passing of the judgement or deposit the same in Court within the said period, failing which the respondent shall be entitled for ejectment of the petitioner from the demised shop. Against the said order, the petitioner filed an appeal, which has been dismissed by the Appellate Authority, Barnala, on 21.11.2014.

It is the contention of learned counsel for the petitioner that the rent note, reliance whereof has been placed upon for claiming the enhancement in the rent at the rate of 10% after every two years, is not

sustainable as the same was executed for a specified period i.e. between 18.02.1998 to 17.02.1999. He further contends that the said rent note is not a registered document and, therefore, could not have been relied upon for assessing the rent payable to the respondent-landlord. Counsel for the petitioner also states that the amount, as assessed by the Court, has been deposited by the petitioner on 26.10.2012.

This contention of learned counsel for the petitioner cannot be accepted in the light of the fact though the rent note has been disputed by the petitioner but since the same has been duly proved by the respondent-landlord, there is no question of there being any doubt with regard to its execution. Further, after expiry of the period as mentioned in the rent note, the petitioner admittedly is continuing in possession of the demised shop and, therefore, would be bound by the terms and conditions of the rent note and accordingly, the enhancement of 10% after every two years would be enforceable against the petitioner, which has rightly been relied upon by the courts below while granting enhancement in the rent payable by the petitioner.

Both the Courts below, after properly appreciating the pleadings and evidence brought on record by the parties, have returned the findings, which cannot be interfered with as there is no perversity or illegality in the same.

In view of the above, the revision petition stands dismissed.

April 05, 2016
khurmi

(AUGUSTINE GEORGE MASIH)
JUDGE