

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

C.R No. 5012 of 2015 (O&M)

Date of decision : February 16, 2016

District Manager, Haryana Scheduled Caste Finance and Development Corporation and another,

..... Petitioners

v.

Sanjiv Kaushal

..... Respondent

CORAM : HON'BLE MR. JUSTICE AJAY TEWARI

Present : Mr. Surender Dhull, Advocate
for the petitioners.

Mr. Anuj Balyan, Advocate
for the respondent.

- 1. Whether Reporters of Local Newspapers 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 ?**

Ajay Tewari, J (Oral)

This petition has been filed against the order of the Appellate Authority dated 4.5.2015 reversing that of the trial Court dated 30.1.2014 and thereby ordering eviction of the petitioner.

Admitted facts are that petitioner No.1 along with two other sisters corporations (all three owned by the State of Haryana) took first floor of the house of the respondent on rent @ ₹ 7,000/- per month. An unregistered rent agreement for three years was executed. After some time, two of the sisters corporations vacated the premises and petitioner No.1

continued to occupy the premises. Petitioner No.1 gave a notice to the respondent/landlord mentioning that two of its sister corporations had vacated the premises and, therefore, the landlord was at liberty to rent out the vacant portion to any other tenant. It is, however, admitted that no details of the vacant portion were mentioned. Admittedly, two sister corporations had vacated the premises w.e.f 31.8.2007. On 8.2.2008, the landlord filed the instant petition for eviction on the ground of non payment of rent. On 4.8.2010, the petitioner deposited rent from August 2009 to July 2010 @ ₹ 3500/- per month. The case of the respondent was that he was entitled to rent @ ₹ 7,000/- and not ₹3500/- per month and, therefore, this tender was a short tender and petitioner No.1 was liable to be evicted.

The Rent Controller held that the rent agreement being an unregistered document creating a lease for a period of more than one year was inadmissible in evidence, and held that the petitioner was liable to only pay ₹ 3500/- per month and had discharged that liability and consequently, dismissed the petition. The Appellate Authority held that even if the rent agreement was caste-aside completely, the fact was that the premises in dispute had been taken on rent @ ₹ 7,000/- per month and merely by giving unilateral notice, petitioner No.1 could not reduce the rent to ₹ 3500/- per month.

Learned counsel for the petitioner has argued that after the notice was issued the respondent well knew that petitioner No.1 was liable to pay only ₹ 3500/- per month and, therefore, the tender of rent @ ₹ 3500/- per month is valid.

In my opinion, this argument cannot hold water. Once it was accepted that the premises were taken jointly, there was no occasion for the

landlord to accept rent @ 50%. Even if there was some internal arrangement between petitioner No.1 and the other two corporations that they would contribute towards the rent in a particular proportion, that internal arrangement would not bind the landlord. As far as the landlord is concerned, he was entitled to get rent @ ₹ 7000/- per month which was the admitted rent. In the circumstances, finding no merit in this petition, the same is dismissed.

February 16, 2016
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(AJAY TEWARI)
JUDGE