

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

CR No.6533 of 2016

Date of Decision-29.09.2016

Bharat Sanchar Nigam Ltd. Ferojpur Cantt, through its General
Manager and others ... Petitioners

Versus

Lalit Kumar ... Respondent

CORAM:-HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present: Mr. Rajesh Gupta, Advocate for the petitioners.

RAJ MOHAN SINGH, J.

[1]. Petitioners are aggrieved of order dated 03.08.2016 passed by Civil Judge (Junior Division) Faridkot whereby application filed by the petitioners for referring the matter to the arbitrator was dismissed.

[2]. Plaintiff-respondent filed a suit for mandatory injunction directing the defendants/petitioners to vacate the premises and hand over the vacant possession of the suit property on the ground that plaintiff being owner in possession entered into a lease agreement dated 10.06.2003 with the defendants for leasing out the suit property @ Rs.4300/- per month for installation of RSU Exchange.

[3]. Suit was filed by the plaintiff-respondent on the basis of agreement dated 09.06.2012 which was registered on 23.08.2012.

As per terms and conditions of the agreement, if there was any

dispute between the parties to the agreement, then the same would be referred to arbitrator as per Clause 24 of the agreement. Civil Court had no jurisdiction to try the suit as the matter was to be heard by the arbitrator. Defendants filed the application for referring the subject matter of suit to the arbitrator.

[4]. Application was opposed by the plaintiff-respondent on the ground that the lease agreement was for 5 years from 20.05.2007. The period stood expired after expiry of 5 years. As per Clause 17, a notice was required to be given by the defendants/petitioners for renewal of lease one month prior to the expiry of lease agreement. Plaintiff himself issued legal notice to the BSNL. The factum of expiry of lease on 20.05.2012 was specifically pleaded in para No.4 of the plaint. A legal notice was also submitted by the plaintiff on 11.11.2013 for removal of structure and tower etc, but no action was taken by the BSNL.

[5]. Since there was no renewal of lease agreement, therefore, there was no subsistence of tenancy. Arbitration clause was not attracted in all cases of expired lease agreement. Since the lease agreement was never renewed, therefore, there was no bilateral agreement for extending the period of lease. Since there was no subsisting bilateral obligation between the parties, the legal notice got issued by the plaintiff remained unreplied by the petitioners.

[6]. Suit for mandatory injunction was filed by the plaintiff-respondent for direction to the defendants-petitioners to vacate and hand over the premises. Lease agreement already stood expired on 20.05.2012, therefore, terms and conditions of the lease agreement were valid upto 20.05.2012 only. Thereafter, arbitration clause came to be an end with the expiry of the lease property.

[7]. In view of aforesaid, the controversy cannot be said to be related to terms and conditions of the lease agreement and of any clause mentioned therein. I am of the considered view that the controversy was not covered under the scope of any arbitration clause after expiry of the lease period.

[8]. Consequently, I find no justification in interfering in the impugned order dated 03.08.2016 passed by Civil Judge (Junior Division) Faridkot. There is no error of jurisdiction apparent on record, nor the trial Court has committed any illegality. This revision petition is accordingly dismissed.

(RAJ MOHAN SINGH)
JUDGE

29.09.2016
Prince

Whether reasoned/speaking	Yes/No
Whether reportable	Yes/No