

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

**C.M. NOS.23997-98 CII OF 2016 &
CIVIL REVISION NO.8000 OF 2016
DATE OF DECISION: NOVEMBER 29, 2016**

M/s Bindra Finance

.....Petitioner

VERSUS

Naresh Kumar Juneja and others

....Respondents

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

Present: Mr. Gurpreet Singh, Advocate,
for the petitioner.

AUGUSTINE GEORGE MASIH, J. (ORAL)

C.M. No.23997 CII of 2016

Application is allowed as prayed for subject to all just exceptions.

C.M. No.23998 CII of 2016 & C.R. No.8008 of 2016

Petitioner has approached this Court, impugning the order dated 21.09.2016 passed by the Rent Controller, Chandigarh, whereby an application preferred by the petitioner under Order VII Rule 11 read with Section 151 C.P.C. praying for rejection of the petition, which has been preferred by the respondent-landlord, stands dismissed.

It is the contention of learned counsel for the petitioner that as per one of the terms of the Rent agreement dated 31.12.1995 (Annexure P-

1) i.e. No.5, it is the sole prerogative of the petitioner-tenant to vacate the

premises and the landlord can neither ask the tenant to vacate the premises nor there will be increase in the rent. The tenants were authorised to sublet the premises or any part thereof by constructing cabins in the premises and can enter into an agreement with their own with the sublettees. Petitioner, being the sublettee, has asserted that in the light of these provisions and the fact that the tenant has paid an amount of ₹3 lacs for permanent tenancy in the year 1995, which is for indefinite period, the eviction of the petitioner-tenant cannot be sought by the respondent-landlords. Thus, the impugned order passed by the Rent Controller cannot sustain and the eviction petition deserves rejection under Order VII Rule 11 C.P.C.

I have considered the submissions made by learned counsel for the petitioner and with his assistance have gone through the impugned order as also the Rent agreement dated 31.12.1995 (Annexure P-1).

A perusal of the Rent Agreement would show that although there is a permanent tenancy created in favour of the tenants and they are also authorised to sublet the premises but that is subject to certain conditions and riders as spelt out in the Rent Agreement itself. The landlord has pleaded such violations by the tenant. Otherwise also, from a bare perusal of the grounds as taken in the application, as preferred by the petitioner, no case for rejection in terms of Order VII Rule 11 C.P.C. is made out as it does not fall within the ambit and provisions of the statute. The order, as has been passed by the Rent Controller, cannot, therefore, be faulted with.

In view of the above, finding no merit in the present revision petition, the same stands dismissed.

Any observations made herein above in this order, shall have

no bearing on the merits of the case.

Since the main revision stands dismissed, C.M. No.23998 CII of 2016 for staying the further proceedings before the trial Court is also dismissed.

**November 29, 2016
khurmi**

**(AUGUSTINE GEORGE MASIH)
JUDGE**

Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No