

In the High Court of Punjab and Haryana, at Chandigarh

Letters Patent Appeal No. 1227 of 2014 (O&M)

Date of Decision: 21.12.2016

Inderjit

... Appellant(s)

Versus

Phulla and Others

... Respondent(s)

**CORAM: Hon'ble Mr. Justice Mahesh Grover.
Hon'ble Mr. Justice Shekher Dhawan.**

Present: Mr. V.K.Jindal, Senior Advocate
with Mr. Amardeep Sheoran, Advocate
for the appellant(s).

Mr. Jarnail Singh Saneta, Advocate
for the respondent(s).

Mahesh Grover, J.

The appellant is in appeal against the judgment of learned Single Judge dated 30.6.2014.

The proceedings under Section 14(A) of the Punjab Security of Land Tenures Act, 1953 (hereinafter referred to as “the Act”) were initiated against respondents No.1 & 2 on the ground of subletting and non-payment of rent. The issue of subletting has not been agitated before us and the only question that has been raised is qua the non-payment of rent. The Assistant Collector Ist Grade determined the issue against the landlord, leading to an appeal before the Collector, who reversed his finding and categorically held the tenants to be in arrears of rent from Rabi 1981 to Kharif 1983. Thereupon, the matter was agitated before the Commissioner, who reversed the finding of the Collector. Eventually, the matter was taken up before the Financial Commissioner, who was in agreement with the findings of the Collector who

having made the payment of rent as there was no valid proof qua this fact and only oral evidence was adduced.

The learned Single Judge observed in para No.3 of the impugned judgment that it was imperative upon the Assistant Collector to have determined the quantum of rent and given an opportunity to the tenant even if the finding of payment of rent was disbelieved. This precisely is the cause of grievance of the appellant who contends that this observation is totally contrary to the provisions of the Act.

We may extract Section 14(A) Sub Clause (ii), in particular, of the Act, which is relevant to the present proceedings as the prescribed procedure has to be followed in the event of an application sought to be moved by the landlord:-

“14-A. Procedure for ejectment & recovery of arrears of rent etc.

Notwithstanding anything to the contrary contained in any other law for the time being in force, and subject to the provisions of section 9-A.-

(i)

(ii) a land-owner desiring to recover arrears of rent from a tenant shall apply in writing to the Assistant Collector Second Grade ,having jurisdiction, who shall thereupon send a notice in the form prescribed to the tenant either to deposit the rent or value thereof , if payable in kind or give proof of having paid it or of the fact that he is not liable to pay the whole or part of the rent or of the fact of the landlords refusal to receive the same or to give a receipt, within the period specified in the notice. Where, after summary determination, as provided for in sub-section (2) of

Section 10 of this Act, the Assistant Collector finds that the tenant has not paid or deposited the rent he shall eject the tenant summarily and put the landowner in possession of the land concerned.”

A perusal of the above would indicate that notice has to be issued, in the prescribed form, to the tenant calling upon him either to deposit the rent or value thereof, if payable in kind, or give proof of having paid it or of the fact that he is not liable to pay the whole or part of the rent. This is the only opportunity that is contemplated under the statute. If the tenant takes up the plea that he has paid the rent without furnishing the proof, the Assistant Collector is empowered to look into the matter by evaluating the evidence and upon a conclusion that the plea of tenant regarding payment of rent is unsubstantiated or false, eviction necessarily has to be the consequence and no further procedure is required to be adopted. Therefore, the finding of the learned Single Judge, in this regard, was totally contrary to the statutory provisions as extracted above.

We, thus, accept the appeal and set aside the observations made by the learned Single Judge in this regard to hold that once the Assistant Collector concluded the fact of non-payment of rent, eviction would be an automatic consequence.

(Mahesh Grover)
Judge

(Shekher Dhawan)
Judge

December 21, 2016

“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No