

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

R.S.A.No.3837 of 2012 (O&M)

Date of Decision: March 31st, 2016

G.S.Bhatia

...Appellant

Versus

M/s L.G. Electronics India Pvt.Ltd., Noida

...Respondent

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL, JUDGE

1. Whether Reporters of local papers 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?

Present: Mr.Sachin Mittal, Advocate,
for the appellant.

Mr.Aman Bahri, Advocate,
for the respondent.

AMIT RAWAL, J. (Oral)

As per order dated 24.4.2014, a draft of ₹ 5.50 lacs has been deposited with the Registrar of this Court in compliance of the order dated 14.8.2013. The dispute is between the lessor and lessee. The appellant-defendant is a lessor, who is aggrieved of the judgment and decree of the Lower Appellate Court, whereby the suit of the respondent-plaintiff-lessee for refund of the security amount, has been decreed.

Mr.Sachin Mittal, learned counsel appearing on behalf of the appellant-defendant submits that the Lower Appellate Court has misconstrued and misread the terms and conditions of the lease deed, though the lease deed specified that either of the parties could terminate the lease by giving one month's notice. The lessee had issued a notice of one

month for vacation of the premises. As per the clause, in case the lessor does not take the possession, the lessee has a right to retain the possession till the amount of security is adjusted towards the payment of the lease money and, thus, urges this Court to formulate the substantial questions of law as culled out in the memorandum of appeal.

Mr.Aman Bahri, learned counsel appearing on behalf of the respondent-plaintiff submits that the trial Court, though dismissed the suit by misinterpreting the terms and conditions of the lease deed as once the appellant-defendant had taken the possession in pursuance to the notice, the option of retaining the possession cannot be exercised and, thus, there is no illegality and perversity in the judgment and decree of the Lower Appellate under challenge.

I have heard the learned counsel for the parties and appraised the paper book and of the view that there is no merit in the submission of Mr.Mittal as Clause 8 of the agreement is not ambiguous and the fact remains that in pursuance to the notice, the lessor has taken the possession and, therefore, the terms and conditions of the lease being sacrosanct between the parties, the lessor was required to honour the same by refund of the security amount. In the absence of any ambiguity, I am of the view that there is no illegality and perversity in the judgment and decree of the Lower Appellate Court.

Keeping in view of the aforementioned facts and circumstances, I do not find any illegality and perversity in the judgment and decree under challenge. The same are accordingly affirmed.

There is no merit in the appeal. The same is dismissed.

The Registrar of this Court is directed to refund the amount of

₹5.50 lacs deposited in pursuance to the order dated 14.8.2014 to the respondent-plaintiff or any representative against a valid receipt subject to identification.

March 31st, 2016
ramesh

(AMIT RAWAL)
JUDGE