

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CR No.2743 of 2017 (O&M)

Date of decision: 25.07.2017

Anuj Aggarwal and another

..... Petitioners

Versus

Harmohan Singh Paul and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. Vivek Sethi, Advocate
for the petitioners.

ANIL KSHETARPAL, J. (ORAL)

Defendant is the petitioner in the present revision petition filed under Article 227 of the Constitution of India against the order dated 19.01.2017. Learned trial Court vide impugned order had dismissed the application filed by the defendants-petitioners for impleading M/s Koutons Retail India Ltd.

Brief facts are that the plaintiffs are owners of premises in dispute. It is the case of the plaintiff that originally premises was leased out to M/s Koutons Retail India Ltd. It was further the case of the plaintiff that M/s Koutons Retail India Ltd. issued notice dated 02.05.2011 expressing its desire not to run its business from the aforesaid premises and terminated the rent agreement w.e.f. 01.06.2011. It is further the case of the plaintiff that defendants took over the premises on rent w.e.f. 01.06.2011.

Landlord filed ejectment petition against the defendants. Only defendants were impleaded as party in the ejectment petition. As per the counsel for the petitioner, defendants-petitioners had already handed over

the possession of the premises to the landlords. As certain rent and other dues were pending, plaintiff filed suit for recovery of rent w.e.f. 01.05.2013 to 10.11.2014 apart from the electricity charges etc.

In this suit, defendants-petitioners filed an application under Order 1 Rule 10 praying for impleadment of M/s Koutons Retail India Ltd. The aforesaid application has been dismissed by the learned trial Court.

I have heard learned counsel for the petitioners at length.

He has submitted that there is no fresh lease agreement with the defendants. He has further submitted that since the petitioners-defendants were only franchise holders of M/s Koutons Retail India Ltd., therefore, M/s Koutons Retail India Ltd. is a necessary party. He further submitted that the observation of the Court while the impugned order that ejectment of the petitioners herein was on the ground of non-payment of rent is factually incorrect.

I do not find any reason to interfere with the order passed by the learned Civil Judge (Junior Division), Chandigarh.

Plaintiff has filed a suit for recovery on the basis of subsequent tenancy w.e.f. 01.06.2011. It is for the plaintiff to prove whether any direct tenancy existed or not. Plaintiff has chosen to implead petitioners as defendants. It is not in dispute that in the ejectment petition only the petitioners herein were impleaded as respondents. It is the petitioners who has handed over the possession to the landlords.

Plaintiff is always master of the suit. It is for the plaintiff to implead proper and necessary parties. Plaintiff feel that they can succeed in the suit by impleadings the petitioners as defendants only. It has further been pleaded by the plaintiff that lease agreement with M/s Koutons Retail

India Ltd. had been terminated and possession was handed over.

Therefore, I do not find any reason to interfere with the order passed by the learned Civil Judge (Junior Division), Chandigarh.

Revision petition is dismissed.

However, any observation made by the trial Court or by this Court while deciding the revision petition would not taken as final expression of opinion.

25.07.2017
Dinesh Bansal

(ANIL KSHETARPAL)
JUDGE

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