

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR No. 3164 of 2017 (O&M)

Date of decision: 05.12.2017

Tarlochan Singh Sekhon

...Petitioner

Vs.

Bhupinder Singh Dhillon and another

...Respondents

CORAM: HON'BLE MR. JUSTICE RAJIV NARAIN RAINA

Present: Mr. Rahul Garg, Advocate for the petitioner.

Mr. Vaibhav Sharma, Advocate for the respondents.

RAJIV NARAIN RAINA, J. (ORAL)

The present revision petition has been filed under Article 227 of the Constitution of India praying for setting aside of the impugned order dated 12.04.2017 passed by the learned Rent Controller, Chandigarh whereby the application of the petitioner-tenant filed under Section 151 CPC for leading additional evidence has been dismissed.

2. The petition is hotly contested. The two documents involved in the application are a rent agreement, which is placed at Annexure P-4 with this petition as part of the application under Section 151 CPC filed by the tenant. The other document is writing allegedly between the petitioner-Tarlochan Singh Sekhon and one Parveen Tiwari. A photocopy of which has been placed at Annexure-P5 which is also Annexed with the application filed before the Rent Controller.

3. It appears that Parveen Tewari was an ex-employee of the petitioner Tarlochan Singh Sekhon and the writing Annexure-P5 at page No. 41 of the present paper-book clearly states that there are five money transactions which are claimed to be a cash loan given by the petitioner to Parveen Tewari returning money to Tarlochan Singh Sekhon between the 05.07.2012 and 03.08.2013. Petitioner-Tarlochan Singh Sekhon signs up to acknowledge that full amount of loan has been received by him. The document bears no date and I am told that it is on loose paper. Nothing can be said about the probative value of the writing but at least it was not of a kind which deserves to be permitted by the Rent Controller to be acknowledged as additional evidence. Since this document inspires no confidence in the court, it is not permitted to be treated as additional evidence and that part of the order is sustained.

4. However, the same cannot be said about the rent agreement on which the tenant relies to show that it helps him prove that there is no sub-tenancy. The photocopy of the document has been placed at page No.46 and is smudged and rather illegible. In the application, it was stated by the tenant in paragraph No.3 that this agreement came to his knowledge when a witness from Airtel was examined in the witness-box by the opposite party. It has been stated in the application that on verifying the number of the telephone connection installed at the tenanted premises by Parveen Tewari it came to the knowledge of the present petitioner that the telephone connection has been installed on

the basis of false and fabricated documents submitted to Airtel to secure connection which were neither disclosed by the petitioner or by Parveen Tewari nor by the official from the Airtel who came as a witness for the landlord.

5. Mr. Rahul Garg for the petitioner vehemently asserts that witness from the Airtel had appear thrice for recording evidence and it was only on the 1st and 3rd appearances he stood in the witness-box with the original record from the company. The petitioner cross-examined the witness but at that time did not know of the existence of this rent agreement. The question is whether Parveen Tewari took a broadband connection from Airtel at the tenanted premises of the petitioner, then this rent agreement in original could only be found in the record of Airtel. In paragraph No.3 of the application, the petitioner has not named the person from whom he got the rent agreement. In case the witness from the Airtel has to be produced by way of further cross-examination, then it follows that the petitioner will file an affidavit before the Rent Controller disclosing the name or identity of the person from whom he had obtained the information and, thereafter, the witness from Airtel can be called to face cross-examination confined to the issue surrounding the rent agreement between Parveen Tiwari and a third party.

6. Accordingly, this petition is partly allowed. The order of the Rent Controller is partially set aside and the direction is issued that

witness from Airtel be re-called or the person from Airtel who disclosed information with the entire original record to face cross-examination on the rent agreement.

7. With these observations and directions, the petition stands disposed of.

[RAJIV NARAIN RAINA]
JUDGE

05.12.2017
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Whether speaking/reasoned: *Yes*
Whether Reportable: *No*