

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

**CR 3182/2017(O&M)
Date of decision:21.11.2017**

Khem Chand

.....Petitioner

v.

Keshav Jain

.....Respondent

Coram: Hon'ble Mr.Justice Jaswant Singh

Present:- Mr.VP Sangwan,Advocate for the petitioner/tenant

Mr.Akshay Kumar Goel,Advocate for the respondent/landlord

Jaswant Singh,J,(Oral).

Tenant is in revision directed against the order dated 26.4.2017 (P1) passed by the Rent Controller, Bhiwani whereby application of the tenant under Order 6 Rule 17 CPC for amendment of the written statement has been dismissed.

Conceded facts are that the eviction petition has been filed by the landlord on the grounds of (i) non-payment of rent for the specified period @ Rs.1238/- per month; and (ii) change of user. Relationship of landlord and tenant was not denied.

In the written statement in para 7, the execution of the rent note and allegedly specifying the restricted use of business of “Paints” was denied by the tenant. The alleged rent note was not annexed with the eviction application. However, the landlord in his examination-in-chief produced the rent note dated 19.9.1991.

After the evidence of the landlord was closed and during the evidence of the tenant an application was moved for comparing signatures of the tenant Khem Chand on the aforesaid rent note by a Handwriting Expert. The said application was declined vide order dated 8.2.2017 passed by the Rent Controller, Bhiwani on the ground that the rent note was “not denied” by the tenant in his written statement. CR 1563/2017 filed before this Court challenging the order dated 8.2.2017 was got dismissed as withdrawn vide order dated 6.3.2017(P-9).

It is contended that the aforesaid Civil Revision was got withdrawn with the understanding that an application for amendment of the written statement is to be moved in the light of observations in the order dated 8.2.2017 so as to raise the plea of rent note being a forged and fabricated document although the same had been specifically denied in the written statement and the tenant was alive to the issue.

On the other hand respondent/landlord has tried to show complete negligence on the part of the tenant in not making an application for amendment of the written statement at the first instance when the alleged rent note was submitted by the landlord on 5.9.2016. He submits that whole effort is to delay the proceedings as the case is at the fag end of its completion.

After hearing counsel for the parties and perusing the pleadings it is evident that the rent note for the said specific purpose was denied by the tenant in para 7 of the written statement. It is further apparent that the entire premise of declining the request for comparing the signatures of the tenant in the rent note by the Rent Controller vide order dated 8.2.2017 was misplaced and erroneous. No doubt, the tenant was negligent in making an

application for amendment at a belated stage, however, no fresh cause is sought to be made by the tenant, as he has already denied the execution of the rent note in his written statement.

Keeping in view the interest of justice, it is deemed expedient to allow amendment of the written statement as proposed qua the rent note dated 19.9.1991 being a forged and fabricated documents.

In view of the above, present revision petition is allowed, impugned order dated 26.4.2017(P-1) is set aside and petitioner/tenant is permitted to amend the written statement as proposed qua denial of the rent note dated 19.9.1991. Rent Controller is further directed to grant an effective opportunity to the tenant to lead his evidence in support of the amended plea and corresponding right of rebuttal to the landlord qua the fresh evidence to be produced by the tenant.

21.11.2017
joshi

(Jaswant Singh)
Judge

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No