

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Sr. No. 105

CR-3846-2017 (O&M)

Decided on : 05.12.2017

Ravinder Kumar

..... Petitioner

VERSUS

Munish Jaiswal and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr.Nakul Sharma, Advocate, for the petitioner.

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DEEPAK SIBAL, J. (ORAL)

Through a petition filed before the Rent Controller, Ferozepur, under Section 13 of the East Punjab Urban Rent Restrict Act, 1949, respondent No.1-landlord sought the ejectment of the petitioner from two shops on the ground floor adjoining to each other as shown in red colour in the site plan attached with the eviction petition forming part of property No.101-102, Bazar No.7, Ferozepur Cantt. (for short the “tenanted premises”). The ejectment was sought on the ground that the petitioner was in arrears of rent and that respondent No.1 was in bonafide need of the tenanted premises.

The case set up by respondent No.1 was that Rattan Lal was the original owner of the tenanted premises who leased out the same to Tilak Raj Jaiswal, father of the petitioner, on a monthly rent of Rs.20/-. On the death of Rattan Lal the ownership of the tenanted premises devolved upon his legal heirs who, through a registered sale deed dated 15.05.1996 sold the same to respondent No.1. Thus, Tilak Raj now became a tenant of respondent No.1. Since neither the petitioner nor his father paid any rent to respondent No.1 since 15.05.1996, their ejectment was sought on the ground of non-payment of rent. Sub-letting of the tenanted premises and bonafide requirement of the landlord were the other

grounds on which the ejectment of the tenant was also sought.

On being put to notice, Tilak Raj admitted that he was inducted as a tenant by Rattan Lal at a monthly rent of Rs.20/-. It was further submitted that respondent No.1 through an oral agreement dated 02.10.2003 had orally agreed to sell the property, which included the tenanted premises, to Tilak Raj for a total sale consideration of Rs.4,25,000/- but when respondent No.1 refused to get the sale deed registered, Tilak Raj filed a suit for specific performance of the aforesaid oral agreement which was pending. The relationship of landlord and tenant was thus denied. The grounds of sub-letting as also bonafide necessity were also disputed.

The Rent Controller after sifting the evidence led by both the parties allowed respondent No.1's eviction petition both on the ground of arrears of rent as also that respondent No.1 needed the tenanted premises for his bonafide use.

Tilak Raj alongwith the petitioner preferred an appeal against the ejectment order passed by the Rent Controller in which respondent No.1 gave up the ground of personal necessity and thus that issue was rendered infructuous. So far as the ground of arrears of rent was concerned, the Appellate Authority was of the view that the Rent Controller had rightly ordered the tenant's eviction from the tenanted premises on that ground. Thus, the finding of the Rent Controller allowing the eviction petition on the ground of arrears of rent was approved by the Appellate Authority.

This Court is informed that during the pendency of the appeal, Tilak Raj expired and therefore the present petition has been filed by his son Ravinder Kumar who seeks to challenge therein the concurrent findings recorded by the Rent Controller as also the Appellate Authority allowing respondent No.1's eviction petition on the ground that the tenant was in arrears of rent.

Learned counsel for the petitioner contends that respondent No.1-landlord and the petitioner were always having cordial terms and proof of the same

was a power of attorney given by respondent No.1 in favour of the petitioner to look after certain litigation which respondent No.1 was facing. It is thus submitted that there was no relationship of landlord and tenant between the parties and thus, there was no question of the petitioner paying any rent to respondent No.1. It is further submitted that through an oral agreement dated 02.10.2003 respondent No.1 had agreed to sell the tenanted premises to the petitioner's father-Tilak Raj for a total sale consideration of Rs.4,25,000/- but later since he had backed out of his promise, a civil suit had been filed seeking specific performance of the aforesaid oral agreement. It was pleaded that there was no relationship of landlord and tenant between the parties and therefore both the Rent Controller as also the Appellate Authority erred by allowing respondent No.1's eviction petition on the ground that the father of petitioner as also the petitioner were in arrears of rent.

The above submissions do not warrant a favourable consideration.

It is not disputed that the tenanted premises was earlier owned by one Rattan Lal who inducted the petitioner's father-Tilak Raj as a tenant in the tenanted premises at a monthly rent of Rs.20/-. It is also not disputed that on 15.09.1996 Rattan Lal sold the property to respondent No.1. Thus, on purchase of the property by respondent No.1 earlier Tilak Raj, father of the petitioner and on his demise the petitioner became a tenant of respondent No.1. That being so and in view of the admission that neither Tilak Raj nor the petitioner paid any rent to respondent No.1, both the Rent Controller as also the Appellate Authority have rightly allowed respondent No.1's eviction petition on the ground that the father of the petitioner as also the petitioner were in arrears of rent.

The submission by learned counsel for the petitioner that the petitioner and respondent No.1 enjoyed cordial terms have not been proved on record. Even otherwise this would have no bearing on the issue that the petitioner was a tenant of respondent No.1 and that he was in arrears of rent.

So far as the oral agreement dated 02.10.2003 allegedly entered into between the parties is concerned, the same also would not help the petitioner's case in any manner whatsoever. Learned counsel for the petitioner, on instructions, very fairly brings to the notice of this Court that the civil suit filed for specific performance of the alleged oral agreement dated 02.10.2003 has been dismissed by the Trial Court on 17.01.2017 and the appeal filed by the petitioner against such dismissal is pending before the Appellate Authority with no interim order in his favour. Even otherwise, pendency of such proceedings would create no impediment in directing the ouster of the petitioner from the tenanted premises on the ground of non-payment of rent when the record as also the concurrent findings of both the Rent Controller as also the Appellate Authority clearly show that the petitioner had not paid any rent since 15.05.1996.

In view of the above, no merit is found in the present petition and the same is hereby dismissed.

No costs.

05.12.2017
shamsher

[DEEPAK SIBAL]
JUDGE

Whether speaking/reasoned	:	Yes / No
Whether reportable	:	Yes / No