

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR No. 6772 of 2017 (O&M)

Date of decision: 03.10.2017

Ravinder Pal Singh

...Petitioner

versus

Charanjit Kaur

...Respondent

CORAM : HON'BLE MR. JUSTICE RAJIV NARAIN RAINA.

Present : Mr. Simranjeet Singh Sidhu, Advocate
for the petitioners.

RAJIV NARAIN RAINA, J. (ORAL)

1. The *bonafide* need of the landlord to shift to the ground floor appears unquestionable on the evidence in the petition filed under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 seeking eviction of the tenant on ground of personal necessity.

2. The argument of the petitioning tenant that the first floor is occupied by the general power of attorney holder of the landlord and there is a vacant space on the 1st floor other, than what the attorney occupies being sufficient for the need of the landlord is not an argument worthy of acceptance as the tenant cannot dictate terms to the landlord on which part of the property he wishes to reside and what portion is more convenient to his need and requirement.

3. In these circumstances, the Court must accept the *bona fide* need of the respondent without undertaking a dissection of the evidence

which has already been properly examined by the Rent Controller and the Appellate Authority and the personal need has been held to be *bona fide*. For those reasons, I would refuse to entertain this petition and would dismiss it by extending the time to vacate by one month more than what was granted by the Appellate Authority to the tenant to vacate the premises and hand over its possession to the landlord by giving tenant accommodation, by another month. Accordingly, the petitioner would vacate the premises within three months from the date of the receipt of the certified copy of this order.

4. The petitioner would furnish an undertaking within 10 days before the Rent Controller by way of an affidavit that he would vacate the demised premises on or before the time fixed by this Court. The petitioner would discharge the arrears of rent, if any, by paying them to the respondent landlord before he leaves the demised premises with key to the landlord. The property be not damaged and be delivered in the same state as was taken on rent.

(RAJIV NARAIN RAINA)
JUDGE

October 03, 2017

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Whether speaking/reasoned : Yes

Whether reportable : No