

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

LPA no. 1199 of 2016 (O&M)
Date of Decision :27.01.2017

Abdul Karim

....Appellant(s)

Versus

State of Punjab and others

...Respondent(s)

CORAM : HON'BLE MR.JUSTICE MAHESH GROVER
HON'BLE MR JUSTICE DR. SHEKHER DHAWAN

Present : Ms. Amandeep Soni, Advocate for the appellant

MAHESH GROVER, J.(ORAL)

This appeal is directed against the judgment of the learned Single Judge dated 5.5.2016 upholding the ejectment of the appellant pursuant to the provisions of Section 14-A of the Punjab Security of Land Tenure Act initiated by the present respondent no. 5

The learned Single Judge has noticed the conceded position that appellant failed to deposit the rent in the stipulated period. It is evident from the facts of the case that vide order dated 11.9.1995 passed by the Assistant Collector II Grade, Batala father of the present appellant was granted one month's time to deposit the rent in respect of the crops for rabbi 1991 to Kharif 1994 which he failed to do uptill 5.1.1996. The provision of Section 14-A are abundantly clear and successive judgments of this Court over a period of time have upheld the procedure for eviction in the event of default by a tenant to deposit the rent within stipulated time. Section 14-A

reads as follows:-

“Section 14-A Procedure for ejectment and recovery of arrears of rents etc. Notwithstanding anything to the contrary contained in any other law for the time being in force, and subject to the provisions of section 9-A,

(i) a land-owner desiring to eject a tenant under this Act shall apply in writing to the Assistant Collector, First Grade, having jurisdiction, who shall thereafter proceed as provided for in sub-section (2) of section 10 of this Act, and the provisions of sub-section (3) of the said section shall also apply in relation to such application, provided that the tenant's rights to compensation, and acquisition of occupancy rights, if any, under the Punjab Tenancy Act, 1887 (XVI of 1887), shall not be affected.

(ii) a land-owner desiring to recover arrears of rent from a tenant shall apply in writing to the Assistant Collector, Second Grade, having jurisdiction, who shall thereupon send a notice, in the form prescribed, to the tenant either to deposit the rent or value thereof, if payable in kind, or give proof of having paid it or of the fact that he is not liable to pay the whole or part of the rent or

of the fact of the landlord's refusal to receive the same or to give a receipt, within the period specified in the notice. Where after summary determination, as provided for in sub-section (2) of section 10 of this Act, the Assistant Collector finds that the tenant has not paid or deposited the rent, he shall eject the tenant summarily, and put the land owner in possession of the land concerned;

(iii) (a) if a landlord refuses to accept rent from his tenant or demands rent in excess of what he is entitled to under this Act, or refuses to give a receipt the tenant may in writing inform the Assistant Collector, Second Grade, having jurisdiction of the fact,

(b) on receiving such application the Assistant Collector shall by a written notice require the landlord to accept the rent payable in accordance with this Act or to give a receipt as the case may be or both within 60 days of the receipt of the notice.”

Concededly the appellant did not deposit the rent within the prescribed period and also failed to satisfy its payment to the concerned authority inviting an action under Section 14-A of the Act.

We thus do not find any legal infirmity in the judgment of

learned Single Judge so as to warrant interference.

Hence, dismissed

(Mahesh Grover)
Judge

27.01.2017

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(Shekher Dhawan)
Judge

Whether speaking/reasoned Yes/No

Whether reportable Yes/No