

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Sr. No.123

RSA No.3486 of 2017 (O&M)
Date of decision: 12.09.2017

Sagir Mohd.

....Appellant

versus

Chandigarh Wakf Board

....Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Sukhdip Singh Brar, Advocate
for the appellant.

DEEPAK SIBAL, J. (Oral)

The respondent filed a suit before the trial court seeking therein possession of shop No.1288 measuring 24.63 sq. yards situated in old NAC Road, Manimajra, U.T., Chandigarh (for short the 'suit property').

The case set up by the respondent before the trial court was that through allotment letter dated 04.01.1990, the suit property had been leased out to the appellant for a period of 11 months at a lease amount of Rs.200/- per month. After coming into existence of the Chandigarh Wakf Board, a fresh lease deed dated 07.05.2007 was entered into between the parties as per which the suit property was again leased out to the appellant from 01.01.2007 to 30.11.2007 at an enhanced rate of Rs.900/- per month. On 07.10.2008 another lease agreement was entered into between the parties extending the lease period for another period of 11 months from 01.12.2007 to 31.10.2008 at the same rate. Thereafter, on the failure on the part of the

appellant to pay the agreed rent, he was issued notice by the respondent but the appellant did not respond to the same leading to the respondent filing of the above-referred suit by the respondent.

The appellant appeared before the trial court and submitted that the respondent had not come to the Court with clean hands; since the suit property was a Muslim evacuee property the civil court has no jurisdiction to entertain the suit; the ownership of the respondent was disputed and so far as the allegations with regard to non-payment of rent were concerned, it was submitted that the appellant had always offered to pay the agreed rent which the respondent refused to accept.

The trial Court decreed the respondent's suit and the appeal filed by the appellant against the judgment and decree by the trial court was dismissed by the appellate court giving him a cause to knock the doors of this court through the present second appeal.

The only argument raised by learned counsel for the appellant is that the appellant is willing to renegotiate the terms of the lease with the respondent at a higher rate of rent. So far as the arrears of rent are concerned, it is submitted that the entire dues have been paid.

The above submissions by learned counsel for the appellant do not deserve acceptance.

After holding the suit property to be Wakf property; that the respondent had approached the Court with clean hands and that the appellant was in arrears of rent since January 2008, the trial court ordered the appellant's eviction from the suit property.

To arrive at the conclusion that the appellant was in arrears of rent, the trial court relied upon the admission by the appellant that he had

not paid any rent to the respondent since the year 2008.

On appeal, the appellate court also concurrently found the appellant to be in arrears of rent since January 2008.

In view of the above concurrent findings arrived at by both the trial court as also the appellate court finding the appellant to be in arrears of rent since January 2008, being a defaulter, the appellant is not found entitled to any relief especially when the above findings are based on the appellant's own admission. The submission that the appellant has now paid the arrears of rent cannot absolve him of the consistent default committed by him with impunity. He was, in any case, required to pay the arrears of rent for the use of the suit property.

No other point was urged.

In view of the above, the above concurrent findings arrived at by both the trial court and the appellate court warrant no interference and no question of law, much less a substantial question of law is found to arise in the present appeal.

Dismissed.

(DEEPAK SIBAL)
JUDGE

September 12, 2017

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Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No