

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **RSA No. 131/2017 & CM Nos.16697-99/2017**

% **2nd May, 2017**

RAVINDER SINGH Appellant

Through: Mr. P.S.Goindi, Advocate.

versus

SOHAL LAL SAINI Respondent

CORAM:

HON'BLE MR. JUSTICE VALMIKI J.MEHTA

To be referred to the Reporter or not?

VALMIKI J. MEHTA, J (ORAL)

1. This Regular Second Appeal under Section 100 of the Code of Civil Procedure, 1908 (CPC) is filed by the appellant/tenant/defendant impugning the concurrent judgments of the courts below; of the Trial Court dated 30.7.2013 and the First Appellate Court dated 24.1.2017; by which the courts below have decreed the suit for possession, arrears of rent and *mesne* profits filed by the respondent/landlord/plaintiff.

2. The only issue which is called for decision is as to what was the rent of the suit premises being the first floor of the property bearing no. 62, Bhagwan Nagar, New Delhi – 14. Respondent/landlord/plaintiff claimed that the rent of the suit premises

was Rs.3600/- per month whereas the appellant/tenant/defendant contended that rent of the suit property was only Rs.2000/- per month plus Rs.300/- towards electricity charges and another Rs.300/- towards water charges.

3. Both the courts below have arrived at a finding of fact that the appellant/defendant had signed two rent agreements executed between the parties for the period of 11 months each. Both these rent agreements were proved on record by the respondent/plaintiff through the attesting witness to these lease agreements and who was an attesting witness to both the lease agreements. The second lease agreement containing the rate of rent at Rs.3600/- per month was proved as Ex.PW1/A. Accordingly, relying on this rent agreement which was proved to have been signed by the appellant/defendant, the courts below have taken the rent at Rs.3600/- per month. Once the rent is more than Rs.3500/-, accordingly, the premises does not have the protection of the Delhi Rent Control Act, 1958.

4. (i) Learned counsel for the appellant/defendant argued that the appellant/defendant has demolished the testimony of the notary public towards notarization of the rent agreement and who admitted that the rent agreement is not shown as duly serialized in the register maintained by him, and accordingly, appellant/defendant should be

proved to have raised a sufficient doubt as to the rent agreement Ex.PW1/A.

(ii) In my opinion, it is in the realm of jurisdiction of the courts below to arrive at a finding of fact, and once the finding of fact arrived at is on the basis of evidence, and such finding of fact is one of the possible and plausible view, then no substantial question of law arises for this Court to interfere under Section 100 CPC. That the rent agreement Ex. PW1/A is signed by the appellant/defendant is a finding of fact proved as per the deposition of the attesting witness.

5. Learned counsel for the appellant/defendant also argued that the lease agreement ought to have been registered, however, admittedly the lease agreement is only for 11 months and it is only when lease agreements are of 12 months or more then they have to be registered by virtue of Section 107 of the Transfer of Property Act, 1882 and Section 17(1)(d) of the Registration Act, 1908. Accordingly, the argument of the appellant/defendant is rejected that the rent agreement could not have been looked into on account of non-registration.

6. Dismissed.

MAY 02, 2017/ib

VALMIKI J. MEHTA, J