

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

**CR No.1725 of 2018
Date of Decision:25.04.2018**

NARESH KUMAR.

....Petitioners

Versus

SATISH KUMAR AND ANOTHER

...Respondents

CORAM: HON'BLE MR. JUSTICE G.S. SANDHAWALIA

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

G.S. SANDHAWALIA, J. (ORAL)

The challenge in the present petition under Act 227 is to the order dated 03.01.2008 (Annexure P-1) passed by the Appellate Authority, Patiala whereby the application for amendment of the written statement by the tenant has been denied.

The reason for the dismissal by the Appellate Authority is that the relationship of the landlord and the tenant had been admitted by the petitioner tenant and in as much as it has been pleaded in para No.2 of acknowledging the letting out of the demise shop in favour of Punnu Ram (father of the petitioner) and one Bhanu Ram. It was further also admitted that the petitioner has stepped into the shoe of Punnu Ram after his death. In the written statement it has also been mentioned that the tenants have a grouse that they have not been supplied the copy of the sale deed or the title deed. Therefore, the application of amendment to the effect that the landlord could not be owner of the demised shop and there is no

relationship was sought to be raised, was held not to be justified.

Reliance was placed upon the judgement in Paramjit Singh Vs. Bimla Devi and others, 2009 (4) RCR (Civil) 399 that there could be no denial of the said status and similarly reliance has also been placed on the judgement of the Apex Court in Jaswant Kaur and another Vs. Subhash Paliwal and others 2010 (1) CCC 496 (SC). Similarly, the tenants trying to force the landlord to prove their ownership on the basis of the understanding among the family members as per the proposed amendment was rejected that the tenant had not challenged the relationship of the landlord and the tenant. The family partition in the ejectment proceedings as such could not be challenged and, therefore, the amendment application at the appellate stage was dismissed.

It is pertinent to notice that the ejectment application came to be filed on 5.11.2011 and as noticed in the written statement dated 16.07.2012 it was categorically admitted that the shop was rented out by Narain Dass father of the landlord to the father of the present petitioner and to respondent No.2 Bhanu Ram. The premises has rented out at @ Rs.40/- per month. It is further admitted that respondents are paying rent regularly to the petitioner. Even it is alleged that the arrears of rent and other dues were regularly being paid. Once the petitioner himself has specifically in his written statement taken the stand that he was continuing depositing the rent qua regarding the ground of arrears, it is obvious there was no dispute inter-se the relationship of landlord and tenant.

The issue No.3 regarding the arrears had been framed and decided in favour of the petitioner/ tenant on the ground that there was no proof that there was any arrears of rent and the landlord had not placed any

document to show whether any amount was payable of house tax. Under East Punjab Rent Restriction Act, 1949 the definition of landlord is wide and the scope under Section 2(c) is larger to the extent that any person is entitled to receive the rent in respect of the building let out to tenant and is also landlord.

In such circumstances once there was no dispute qua the inter se relationship at the subsequent stage the same can not be challenged by way of amendment and much less at the stage of appeal once the tenant had already been ordered to be evicted on the ground of the personal necessity by the Rent Controller.

Accordingly, there is no merit in the present Revision Petition and the same is dismissed in limine.

(G.S. SANDHAWALIA)

25.04.2018
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JUDGE

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