

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

CR No.3433 of 2009 (O&M)

Date of decision : 07.08.2018

Ajadi Lal Sharma and others

...Petitioners

Versus

Punjab and Sind Bank

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Sudhir Paruthi, Advocate for the petitioners.

Mr. I.P. Singh, Advocate for the respondent.

ANIL KSHETARPAL, J. (ORAL)

CM No.7744-CII of 2010

Application is allowed, as prayed for.

Main case

The landlords-petitioners are in the revision petition against the concurrent findings of fact arrived at by both the Courts below while ordering the refund of ₹3708.75 paise, which was the excess payment made by the tenant-bank.

Learned counsel for the petitioners, while referring to the communication dated 09.09.1998, has submitted that it is the bank which had offered to keep increasing the rent @ 15% after every five years. He submitted that once the offer made was accepted, therefore, the aforesaid offer is binding and the bank is bound to increase the rent.

On the other hand, learned counsel for the bank while drawing attention of the Court to Clause 8 of the aforesaid communication dated 09.09.1998 has submitted that such enhancement could only be enforced after the execution and registration of the lease deed. Clause 8 of the

Communication dated 09.09.1998 is extracted as under:-

“8. Release of enhancement: The enhanced rent is to be released w.e.f. 01/07/97 after the execution/registration of lease deed. In the meantime the Bank is keeping the rent in Sundry account pending execution of documents.”

It is not in dispute that the aforesaid fresh lease deed, as per the offer made, has neither been executed nor registered. It is in these circumstances, the Courts have ordered that rent cannot be held entitled to ₹5686.75 paise per month rent as per the offer made.

Once the fresh lease deed has neither been executed nor registered, the landlords cannot claim that the rent has increased as per the offer made. The offer made by the bank has to be accepted in toto or rejected entirely. The landlords cannot just take the benefit of the offer, terms whereof have not been fulfilled by themselves.

Learned counsel for the bank has submitted that the premises has already been vacated but there is inter se dispute between the landowners/landlords and, therefore, all are not coming forward to take the possession of the same.

This Court is not adjudicating upon the aforesaid issue as the same is not arising in the present revision petition.

In view of the above, there is no ground to interfere.

Revision petition is dismissed.

07.08.2018

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**(ANIL KSHETARPAL)
JUDGE**

Whether speaking/reasoned:-

Yes/No

Whether reportable:-

Yes/No