

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No.3706 of 2018(O&M)
Date of Decision: 17.09.2018

Manjit Singh
Versus
Bam Dev

.....Petitioner

.....Respondent

CORAM: HON'BLE MR. JUSTICE RAJ MOHAN SINGH

Present:Mr. Naveen Batra, Advocate
for the petitioner.

Mr. Vijay Lath,Advocate
for the respondent.

RAJ MOHAN SINGH, J.

[1]. Order impugned herein is the order dated 30.03.2018 passed by Civil Judge (Junior Division), Anandpur Sahib whereby the petitioner was directed to deposit arrears of rent w.e.f 29.04.2013 upto date along with interest @ 6% per annum as per terms and conditions of agreement dated 30.04.2008.

[2]. CM No.15878-CII of 2018 has been filed by the applicant/respondent, seeking to place on record judgment and decree dated 24.08.2017 passed by the trial Court in Civil Suit No.229 dated 03.09.2014 titled Manjit Singh Vs. Pirthi Chand and others for permanent injunction, statement of PW 1 Manjit Singh recorded therein and copy of agreement dated

30.04.2008.

[3]. During course of arguments, the aforesaid documents were not disputed by learned counsel for the petitioners.

[4]. Civil suit for permanent injunction was filed by the present petitioner on the basis of his tenancy over the suit property. The said suit was decreed and it was held that the plaintiff/petitioner can only be ejected in due course of law.

[5]. Plaintiff/petitioner appeared as PW 1 in the said suit, wherein he specifically deposed before the trial Court that after expiry of period of agreement dated 30.04.2008, Bam Dev had filed a case for taking possession of the shops and recovery of arrears of rent in the trial Court. The said suit is pending. At the time of taking the shops on rent from Bam Dev, Phulwinder Singh and Shamsher Singh were the witnesses of the deed. He also admitted that till date, he had not deposited any rent. He voluntarily stated that demand of rent to tune of Rs.8000-9000/- was made. In the written statement of that suit, he was only agreeing to pay rent to the tune of Rs.3000/- per month. Apart from that, increase of Rs.100/- per month after one year was also admitted. The said statement of the petitioner was recorded on 22.02.2017 by the trial Court.

[6]. Suit for vacant possession by way of ejectment of the defendant and for recovery of arrears of rent along with interest

was filed on 10.02.2015 on the basis of writing dated 30.04.2008. In the present suit, an application was moved by the plaintiff/respondent, directing the defendant to make payment of arrears of rent since 29.04.2013 till upto date.

[7]. Plaintiff/respondent contended that the defendant has not paid the rent since 29.04.2013 and accumulation of rent has taken place to the tune of Rs.1,77,000/- for the period from 29.04.2013 to 31.12.2014. Plaintiff/respondent submitted that the same powers are vested with Civil Court as that of Rent Controller in respect of arrears of rent.

[8]. The application was contested by the defendant/petitioner.

[9]. Perusal of writing/agreement dated 30.04.2008 would show that the present defendant/petitioner had took the shops in question on rent from the plaintiff/respondent @ Rs.3000/- per month for a period of five years. It was recited in the agreement that after one year, rate of rent will be increased by Rs.100/- per month. The certified copy of earlier suit for permanent injunction titled Manjit Singh Vs. Pirthi Chand and others was also placed on record during course of proceedings before the trial Court as Ex.P7. The judgment and decree arising out of said suit has been placed on record by way of moving miscellaneous application herein.

[10]. The factum of agreement/writing dated 30.04.2008 was an admitted fact in the earlier litigation. Present defendant/petitioner was indicated as tenant in the shops in question. Petitioner could not prove on record as to the payment of arrears of rent w.e.f 29.04.2013 upto date, rather in the earlier litigation, the factum of non-payment of rent was admitted by the present petitioner when he specifically deposed on 22.02.2017 before the trial Court that he had not deposited any rent till date.

[11]. In view of aforesaid incriminating material on record, the impugned order dated 30.03.2018 passed by Civil Judge (Junior Division), Anandpur Sahib, thereby directing the petitioner to pay arrears of rent to the plaintiff/respondent w.e.f 29.04.2013 upto date along with interest @ 6 % per annum in view of agreement dated 30.04.2008 cannot be faulted with. There is no error of jurisdiction in the order passed by the trial Court, nor the said order is found to be perverse.

[12]. In view of above, this revision petition is found to be totally devoid of merits and the same is accordingly dismissed.

September 17, 2018

Prince

**(RAJ MOHAN SINGH)
JUDGE**

**Whether reasoned/speaking
Whether reportable**

**Yes/No
Yes/No**