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

**C.R. No.6544 of 2009 (O&M)
Date of Decision: 05.09.2018**

Siri Chand

.....Petitioner

Versus

Surinder Singh

.....Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. S.K. Sharma, Advocate
for the petitioner.

Mr. Gurmeet Singh, Advocate
for the respondent.

ANIL KSHETARPAL J.(ORAL)

Landlord-petitioner is in the revision petition against the order passed by the Appellate Authority dated 17.08.2009. Learned Appellate Authority has found that Ex.A1 is a rent note/lease deed which admittedly, is not registered. As per Section 17 (1) (d) of the Registration Act, leases of immovable property from year to year or for any term exceeding one year or reserving a yearly rent is compulsory registrable.

In the present case, the landlord wishes to enforce a condition in the lease deed, which provide for increase of rent after expiry of every one year.

Although learned counsel for the petitioner-landlord has submitted

that such clause can be enforced and looked into by the Court for collateral purposes under Section 49 of the Registration Act, 1908, however, this Court finds that such clause for providing yearly increase of rent cannot be treated as collateral purpose in terms of Section 49 of the Registration Act, 1908.

In view thereof there is no ground to interfere.

Civil Revision petition is dismissed.

All the pending miscellaneous application(s), if any, is/are disposed of in terms thereof.

(ANIL KSHETARPAL)
JUDGE

September 05, 2018

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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No