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

CR No.61 of 2018

Date of Decision : 10.01.2018

Rajiv Nagpal

..... Petitioner/Tenant

Versus

Satya Wati

.... Respondent/Landlady

CORAM : HON'BLE MR.JUSTICE AJAY TEWARI

Present : Mr. Kashish Garg, Advocate
for the petitioner.

AJAY TEWARI, J. (ORAL)

This petition has been filed against the order of the Rent Controller declining the framing of additional issues. The respondent-landlady had filed an eviction petition against the petitioner-tenant on the ground of personal necessity. In his written statement, the petitioner had accepted that the respondent was his landlady. Further she had pleaded in her eviction petition that she had let out the property to the petitioner on oral tenancy about 20 years ago. To this specific averment, the petitioner had replied to the effect that the property had in fact been let out by the father-in-law of the respondent to him but after his death he had been paying rent to the respondent by account payee cheque. He further pleaded that after the death of the father-in-law of the respondent a written

agreement had been executed between the petitioner and the respondent. In her replication the respondent denied the written agreement. Thereafter the case proceeded to trial on the issue of bonafide necessity. The present application was moved in which it was alleged that once the petitioner had taken the plea that in fact the premises had been let out to him by the father-in-law of the respondent and once the respondent had denied the written agreement with her which was being set up by the petitioner, it would be imperative to frame the following issues:-

- “a) Whether the petitioner has rented out the shop in question to the tenant about 20 years back orally?OPA*
- b) Whether petitioner has no right, title, interest in the shop in question prior to the death of Late Sh. Gohar Chand?OPA*
- c) If both the above issues are not proved, what is the effect of relationship of landlady and tenant between the parties.*
- d) Whether the petitioner inherited the shop in question vide will dated 16.08.2003 allegedly executed by Late Gohar Chand (her father-in-law) and became owner of shop in question?OPA”*

The Rent Controller held that these issues would not arise in view of the categorical and unequivocal acceptance of the petitioner-tenant that the respondent was his landlady.

Counsel for the petitioner-tenant has argued that once the petitioner had taken the plea that he was originally a tenant of the father-in-law of the respondent and once the respondent had denied the written agreement between the petitioner and her, the issues would be necessary.

vs. Hans Raj @ Pappu, passed in C.R. No.5172 of 2016, decided on 08.05.2017. In that case, what had happened was that the petitioner in that case i.e. Salil Jindal had filed a rent eviction petition against that respondent alleging that he had purchased the property from the previous owner. The stand of the respondent-tenant was that he was a tenant of the previous landlord but had no notice of transfer of title by the previous landlord in favour of that petitioner and hence that petitioner should prove the same. It was in those circumstances that the issue regarding relationship of landlord and tenant was framed in that case. Subsequently, that tenant tendered the arrears since he did not want to risk being non-suited on the ground of non-payment and thereafter that landlord had moved an application for deletion of the issue on the ground that the tenant had accepted the relationship. That application having been dismissed he had approached this Court and this Court had declined the prayer. As per the counsel for the petitioner, the present case stands on same footing and therefore the issue regarding relationship should at least be framed.

In my opinion, this argument cannot be accepted. It would be seen that the nature of admission in the present case is unequivocal. The petitioner has accepted that the respondent is his landlord since he has been paying rent to her through account payee cheques. Merely because the landlord has not accepted the written agreement would not change the essential relationship between the two. In the cited case there was no such admission. Rather the plea of the tenant in that case was specific that he had no knowledge of the sale deed. In the circumstances, no fault can be found with the judgment of the Rent Controller.

Petition is dismissed.

Since the main case has been decided, the pending Civil Misc.
Application, if any, also stands disposed of.

January 10, 2018
ashish

(AJAY TEWARI)
JUDGE

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