

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CR No.6395 of 2017

Date of decision:- 09.03.2018

Ashok Kumar

...Petitioner

Versus

Mandir Mata Chintpurni Prabandak Committee

...Respondent

BEFORE: HON'BLE MS. JUSTICE RITU BAHRI

Present:- Mr. Rajinder Sharma, Advocate, for the petitioner.

Mr.Abhinav Gupta, Advocate, for the respondent.

RITU BAHRI J. (Oral)

Petitioner (tenant)-Ashok Kumar has filed the present civil revision against the findings recorded by Ld. Rent Controller, Amritsar and the Appellate Authority, Amritsar, vide orders dated 24.10.2016 and 18.08.2017, respectively, whereby he has been ordered to be evicted from the demised premises i.e. shop situated in the area of respondent-Temple on the ground for construction of Jaura Ghar for convenience of the pilgrims to deposit shoes and otherwise, in the absence of the same, the shoes of pilgrims/worshippers was being stolen.

Learned counsel for the respondents has referred to the judgments of the Coordinate Bench of this Court in the case of of **Jai Parkash Goyal Vs. Shri Gurudwar Singh Sabha Sahib Virajman Gurugranth Sahib, Kukarmajra and another 2009(4) RCR (Civil) 68 and Baldev Singh Vs. Shri Sanatan Dharam Sabha 2017(3) PLR 623** whereby, it has been held that the rent petition under the East Punjab Urban Restriction Act, is maintainable and filing of this petition is not a bar and the property belongs to religious institution, the provisions of the Punjab Religious Premises and Land (Eviction and Rent Recovery) Act, 1997 would be applicable.

Learned counsel for the petitioner has argued that while filing the rent petition Annexure P-1, it was stated that one shop had been got

vacated by the landlord/temple near the entrance of the Mandir and had constructed toilet for worshippers who used to visit the temple for worshipping the idols and the applicant was not occupying the any other building in the urban area concerned except one shop which was being used for toilet, as such, the Mandir required the demised shop for its bonafide use and occupation. Perusal of the site plan shows that the alleged vacated shop with constructed toilet and the shop in dispute are at the entrance of the Mandir and both are of same importance for Joura Ghar. Sh.Ravinder Kumar Sharma while appearing as AW1, in his cross examination he deposed that toilet and drinking taps were constructed on 26.10.2015 meaning thereby that at the time of filing the rent petition on 26.01.2015, other shop was available with the landlord for construction of Joura Ghar. However, the landlord pleaded wrong facts in the plaint and even attached wrong site plan for eviction of the tenant on the ground of personal necessity.

After going through the records and hearing counsel for the parties, this Court is of the opinion that temple requires the shop for the purpose of making construction of Jaura Ghar to enable the devotees and pilgrims to keep their shoes as the same were stolen by someone in the absence of proper place. As such, appellant/tenant should be vacant the same.

It is also not in dispute that the tenancy is since the year of 1990. It is further submitted that petitioner (tenant) is running the business of tailoring since 01.03.1990 in the demised premises.

After arguing at length and having failed to convince the court on merits, learned counsel for the petitioner (tenant) wishes to withdraw the present revision petition provided some reasonable time may be granted to relocate subject in order to clear all the arrears of rent at the determined rate of rent.

In view of nature of the order being passed, it is not felt necessary to issue notice to the respondent/landlord so as to avoid delay in the matter and to save him from unnecessary litigation expenses.

The prayer being reasonable, is accepted.

Accordingly, this petition is dismissed as withdrawn, however,

eighteen months' time commencing w.e.f. 09.03.2018 is granted to the petitioner tenant for making alternative arrangement, subject to his furnishing an undertaking on or before 31.03.2018 before the court of learned Rent Controller, Amritsar that he shall hand over actual physical vacant possession of the demise premises (shop) to the respondent/landlord by 14.09.2019. The undertaking shall also state that he has cleared all arrears of rent and shall continue to pay future rent at the rate of Rs.700/- per month by 10th of each calender month. Needless to say that any violation of the aforesaid terms shall entitle the landlord to seek his eviction forthwith with police help, if necessary, without recourse to any other remedy besides the petitioner tenant making himself liable in contempt proceedings.

09.03.2018

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(RITU BAHRI)
JUDGE

<i>Whether speaking/reasoned :</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>