

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

123

CR No.6823 of 2017 (O&M)

Date of decision: 06.08.2018

Ashok Kumar

..... Petitioner

Versus

Rajinder Pal Gupta

..... Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. Gurcharan Dass, Advocate
for the petitioner.

Mr. A.K. Jain, Advocate
for the respondent.

ANIL KSHETARPAL, J. (ORAL)

Tenant-petitioner is in the revision petition against the order passed by the learned Rent Controller affirmed by the learned Appellate Authority ordering his eviction on the ground that the tenant has committed such acts as are likely to impair materially the value and utility of the building as provided in Section 13 of the East Punjab Urban Rent Restriction Act, 1949. It has come in evidence that the petitioner while having taken on rent one shop, entered into a settlement with a tenant of the adjoining shop which was also owned by the same landlord and after paying Rs.1,45,000/- to the tenant in possession, took over the possession of the aforesaid shop also and thereafter, removed the intervening wall in between both the shops. On the basis of the aforesaid finding, the Rent Controller ordered eviction. The Appellate Authority also affirmed the aforesaid finding that while passing an order of eviction. It was further

found that the tenant has not paid an amount of Rs.14,625/-. The Appellate Authority has also noticed that the tenant has not even paid the aforesaid amount although opportunity was given by the learned Rent Controller while passing the final judgment.

Learned counsel for the respondent-landlord has brought to the notice of the Court that the mesne profit determined by the Appellate Authority has also not been paid.

Learned counsel for the petitioner submitted that there was a compromise between the parties after the petitioner-tenant had taken over the possession of the adjoining shop and removed the intervening wall as the landlord had increased the rent. However, neither the aforesaid compromise has been placed on file nor there is any unimpeachable evidence to prove that fact. Mere increase of rent, the action of the tenant to impair materially the value and utility of the building cannot be deemed to have been condoned. Still further, it is apparent that the tenant has neither paid the rent assessed by the learned Rent Controller while finally adjudicating the petition nor paid the mesne profit as assessed by the learned Appellate Authority.

Taking into consideration the aforesaid facts, this Court does not find any good ground to interfere with the orders passed by the Courts below.

Revision petition is dismissed.

06.08.2018
Dinesh Bansal

(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned

Yes / No

Whether Reportable

Yes / No