

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

Civil Writ Petition No.1634 of 2017.

Date of Decision: March 20, 2018

Sanjiv Kumar Jain and anotherPetitioners

versus

HDFC Bank Limited and othersRespondents

**CORAM: HON'BLE MR.JUSTICE SURYA KANT.
HON'BLE MR.JUSTICE SHEKHER DHAWAN.**

Present: Mr.Alok Mittal, Advocate, for the petitioners.

Mr.Rishab Raj Jain, Advocate, for respondent Nos.1&2.

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Surya Kant, J. (Oral)

The question which arises for consideration in this case is whether the Original Application No.846 of 2013 filed by the respondent-bank against the petitioners before the Debts Recovery Tribunal-I, Chandigarh is maintainable and if so, whether the proceedings in that OA be allowed to continue?

[2] The facts may be noticed briefly.

[3] The petitioners are owners of the premises bearing SCO Nos.147-148, Sector-17 C, Chandigarh which was leased out to the respondent-bank in the year 2002 vide lease deed dated 25.09.2002. It appears that there was a dispute re: non-payment of rent and other dues. Consequently, the petitioners filed eviction petition under the Rent Act which was disposed of by way of an agreed order as the respondent-bank handed-over the keys of vacant premises to the petitioners. The eviction petition was thus withdrawn without prejudice to the right of petitioners to

recover the arrears of rent. Thereafter, they filed a Civil Suit for recovery in the Civil Court at Chandigarh. Even prior thereto, the respondent-bank had filed the OA in question before Debts Recovery Tribunal, Chandigarh for the refund of the 'security amount' which it had furnished to the petitioners at the time of taking over the premises on rent. In the civil suit, the petitioners are said to have claimed arrears of rent minus the security amount. Their suit for recovery has been decreed by the Civil Court vide judgment and decree dated 30.11.2017. The respondent-bank has gone in appeal against the said decree and the matter is sub-judice before the first Appellate Court.

[4] In the light of these undisputed facts re: the bank's claim for refund of its security amount subject to payment of arrears of rent to the petitioners, which are more than the bank's security amount, we are satisfied that continuation of proceedings before the Debts Recovery Tribunal, Chandigarh at this juncture, is an exercise in futility. Still further, whether or not the bank is liable to pay arrears of rent, is a question which would be decided in the civil appeal filed by the Bank against the trial Court decree. Consequently, the writ petition is allowed in part and the proceedings arising out of OA No.846 of 2013 are directed to be kept in abeyance till the matter is sub-judice before the 1st Appellate Court or further it is made clear that the parties shall be well within their right to raise their respective contentions, if any, after the decision of the civil suit proceedings. Obviously, the petitioners shall be at liberty to challenge the order(s) passed by the Debts Recovery Tribunal or the Debts Recovery Appellate Tribunal, if so required, after the final decision of the Civil Court proceedings.

[5] The observations made herein-above shall have no bearing on the cases pending before the Debts Recovery Tribunal or the 1st Appellate Court.

[SURYA KANT]
JUDGE

March 20, 2018
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Whether speaking/reasoned
Whether Reportable

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Yes/No
Yes/No