

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

**RSA No.6716 of 2016 (O&M)
Date of Order:03.07.2018**

Narinder Singh Bedi

..Appellant

Versus

Tilak Raj and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Ravindra Jain, Advocate,
for the appellant.

ANIL KSHETARPAL, J(Oral)

C.M.No.17520-C of 2016

Prayer in this application for making good the deficiency in
Court fee.

Deficiency in Court fee has already been made good. Delay, if
any, in making up the deficiency is condoned.

Application stands disposed of.

C.M.No.17521-C-2016

Prayer in this application is for condonation of delay of 50 days
in re-filing the appeal.

For reasons mentioned in the application, which is supported by
an affidavit, the delay of 50 days in re-filing the appeal is condoned.

Application is allowed.

RSA NO.6716 of 2016

Defendant no.3-appellant is in the regular second appeal

against the concurrent findings of fact arrived at by the courts below.

Plaintiff-Tilak Raj, respondent no.1, being landlord filed a suit for recovery of arrears of rent amounting to Rs.1,46,250/- with respect to period from 04.03.2002 to 22.01.2004.

Both the courts have found that a rent note/rent deed was executed between the parties on 04.03.2002 with respect to a shop on a monthly rent of Rs.6500/- per month. Towards security, advance amount of Rs.19,500/- was paid through cheque. However, thereafter, tenants did not pay rent forcing the landlord-Tilak Raj to file eviction petition against the tenants on 05.08.2003. In the aforesaid eviction proceedings, tenants-petitioner denied execution of the rent note and pleaded that they never took any possession of the premises.

During the pendency of the eviction proceedings, tenants abandoned the shop on 22.01.2004 and possession was taken over by the landlord. That is how the prayer has been made for decreeing the suit for recovery of the amount referred to above.

Tenants filed a counter claim for recovery of Rs.2,00,000/- as damages on account of breach of contract with the assertion that there was neither any electric connection in the premises nor bathroom nor other amenities were not available, hence defendants did not take possession and there was breach of contract on the part of the plaintiff.

Both the courts below after examining the evidence available on the file have decreed the suit filed by the plaintiff and dismissed the counter claim filed by the defendants.

Although, learned counsel made sincere attempt to persuade this court to take a different view, however, taking into consideration the

fact that from 04.03.2002, the date when the rent note was executed and signed by the parties till 05.08.2003 i.e. the date when the eviction proceedings were initiated by the landlord, tenants did not take any step or did not write any letter/communication to the landlord complaining about lack of availability of these amenities, this court does not find any ground to interfere. Both the courts have found that the plea set up by the defendant-appellant is only an after thought.

In view thereof, there is no scope for interference with the concurrent findings of fact arrived at by the courts below.

The regular second appeal is dismissed.

July 03, 2018
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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned	: Yes/No
Whether reportable	: Yes/No