

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

RSA No.12 of 2017 (O&M)

Date of Decision: November 15, 2018

Sita Ram & others

...Appellants

Versus

Haryana Wakf Board & another

...Respondents

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL

Present: Mr. Chanderhas Yadav, Advocate,
for the appellant.

AMIT RAWAL, J. (Oral)

Appellant-plaintiffs are aggrieved of the judgment and decree dated 01.08.2016 rendered by the Lower Appellate Court, whereby the suit for declaration and injunction decreed by the trial court, has been dismissed.

Being the lessees of Wakf Board- defendant, plaintiffs were in possession of the suit property on payment of ₹ 350/- per month. It was alleged that after 2006, respondent-Wakf Board stopped receiving the rent and sent a notice dated 21.03.2012 for eviction and enhancement of the rent @ ₹ 1200/- per month. The aforementioned notice was challenged on the ground that no opportunity was given to increase the rent.

The Wakf Board contested the suit by denying refusal of the receipt of the rent and blamed the plaintiffs of having become defaulters. In fact, the plaintiffs had requested to prepare separate lease deeds in their favour.

The trial court, on the preponderance of the evidence, decreed the suit, but in appeal, as noticed above, same has been reversed.

Mr. Chanderhas Yadav, learned counsel appearing on behalf of the appellant-plaintiffs submitted that the Lower Appellate Court has gone in the arena of surmises and conjectures by relying upon the documents which are not part of the record nor any such application under Order 41 Rule 27 CPC has been placed on record. There was a threat perception of forcible dispossession as well. Wakf Board could not have enhanced the rent from ₹ 350/- to ₹ 1200/- without any rationale and basis.

I am afraid, the aforementioned argument is not sustainable as the judgment of the Lower Appellate Court is based upon the fair reading of Condition No.4 of the lease deed, which envisaged periodical review of the rent by the Wakf Board. The tenant cannot be a chooser and permitted to challenge the notice of enhancement. In case he is not interested in retaining the premises, can always vacate the same, but cannot further be permitted to deviate from the terms and conditions of the lease. For the sake of Conditions No.(iv) and (ii) read as under:-

“(iv) Rate of rent is subject to review by the Punjab Wakf Board periodically”.

(ii) Any infringement of these conditions will result in cancellation of the allotment without prior notice.”

As an upshot of the aforementioned observations, the findings arrived at by the Lower Appellate Court do not call for any interference. No substantial question of law arises for determination. Resultantly, the appeal is dismissed.

November 15, 2018
ramesh

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned
Whether Reportable:

Yes/No
Yes/No

