

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

CR No. 1581 of 2018 (O&M)  
Date of decision: 11.4.2019

Tara Chand Kaushal

...Petitioner

Versus

Rakesh Malhotra and another

...Respondents

**CORAM:- HON'BLE MS. JUSTICE JAISHREE THAKUR**

Present: Mr. N.C. Kinra, Advocate,  
for the petitioner.

Mr. D.K. Singal, Advocate,  
for the respondents.

**JAISHREE THAKUR, J.**

1. The petitioner herein seeks to challenge the order dated 10.3.2016 passed by the Rent Controller, Panchkula, by which it assessed the provisional rent payable by the petitioner and the order of the Appellate Authority, Panchkula, whereby the appeal of the petitioner was partly allowed, fixing provisional rent with effect from 1.11.2009.

2. Learned counsel appearing on behalf of the petitioner/tenant submits that both the courts below have erred in assessing provisional rent, interest and cost by relying upon the rent agreement which is an unregistered document. It is argued that the rent agreement is an unregistered document for a period of 11 months, whereby rent settled was ₹8,200/- per month and on expiry thereafter no fresh rent agreement was executed, while arguing that there is no other basis available on the record for the Rent Controller to have assessed the provisional rent.

3. Per contra learned counsel appearing on behalf of the respondents places reliance upon the judgment rendered by the Hon'ble Supreme Court in **Satish Kumar Versus Zirif Ahmed 1997 (3) SCC 679** to contend that even though the lease deed that has been executed was not registered, but the terms can be looked into while further arguing that a rent note for 11 months does not require registration.

4. I have heard learned counsel for the parties and perused the impugned judgments as well as the law cited.

5. There is no dispute that there is a relationship of tenant and landlord between the petitioner and the respondent herein. There is a rent agreement which is available on the file dated 1.1.2002 which has been executed between the parties themselves, which is in continuation of an agreement that had been entered into between the parties in the year 1996 fixing rent at ₹8,200/- per month, which is to be paid in advance by 7<sup>th</sup> of each month. The Rent Controller taking ₹8,200/- to be the base for the year 2002 fixed the provisional rent as under:-

*“1. Arrears of provisional rent w.e.f. 1.11.2009 to 31.12.2009 @ Rs. 9492/- per month from 1.1.2010 to 31.12.2011 @ Rs. 9967/- per month from 1.1.2012 to 31.31.12.2013 @ Rs. 10988/- per month from 1.1.2014 to 31.31.12.2015 @ Rs. 10988/- per month from 1.1.2016 to 29.2.2016 @ Rs. 11537/-.*

*Rs. 796,138/-*

*2. Interest on arrears*

*Rs. 2,04,342/-*

*3. Costs*

*Rs. 2000/-*

*Total*

*Rs. 10,02,480/-”*

6. The rent was increased by 5% per annum, which fact does not require any interference from this Court. The argument as raised by learned

counsel for the petitioner that an unregistered rent agreement cannot be looked into, is noted only to be rejected. In support of his arguments, learned counsel for the petitioner relied upon judgments rendered by this Court in **Sunita Bansal and another Versus Suresh Kumar Goyal 2014 (12) R.C.R. (Civil) 2273**, **Satwant Kaur Versus Narinder Singh 2011 (1) R.C.R. (Civil) 214** and **Pardeep Behal Versus Kanwaljit Kaur and others 2012 (3) R.C.R. (Civil) 50**, but the same are not applicable in the face of the judgment rendered in **Satish Kumar (supra)**, wherein it has been held that a lease deed not exceeding 11 months does not require to be a compulsorily registered instrument and is admissible in evidence. Moreover, there is no dispute that rate of rent in the year 2002 had been fixed by the parties themselves at the rate of ₹8,200/- per month. In a recent judgment in **Mohammad Ahmad and another Versus Atma Ram Chauhan and others 2011 AIR (SC) 1940** the Hon'ble Supreme Court has held that in case there is no lease deed available on the record to establish the current market rate of rent, then an increase can be allowed every three years at the rate of 10%. If that formula is applied, without taking into consideration anything else, the provisional rate of rent will be much more than what has been allowed by the Rent Controller.

7. For the aforesaid reasons, the revision petition is dismissed being devoid of merit.

**11.4.2019**  
prem

**(JAISHREE THAKUR)**  
**JUDGE**

Whether speaking/reasoned  
Whether reportable

Yes  
No