

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

CR No.1727 of 2017 (O&M)

Date of Decision: November 28, 2019

Raminder Singh Bhalla Petitioner

Versus

Tarsem Singh Lally Respondent

CORAM: HON'BLE MR. JUSTICE SUDIP AHLUWALIA

Present: Mr. Mandeep S. Sachdev Advocate for the Petitioner.

Mr. Rohit Ahuja, Advocate for the Respondent.

SUDIP AHLUWALIA, J.

This Revisional Application is directed against the Order dated 28.11.2016 passed by the Ld. Appellate Authority, Jalandhar in Rent Appeal No.34 of 2016 affirming the Order of Ld. Rent Controller dated 3.2.2016 passed in the Eviction Petition filed by the Respondent under Section 13 of the East Punjab Urban Rent Restriction Act, 1949.

2. Contention of the Petitioner is that decisions of both the Ld. Courts below in not granting him an opportunity to assess the arrears of rent on account of the fact that he had denied the existence of any Landlord-Tenant relationship between himself and the Respondent, is not justifiable, since such denial allowed to him was not absolute but only qualified, inasmuch as he had at the same time offered to pay the arrears of rent 'to avoid any legal complications' in his Written Statement.

3. The Petitioner has firstly relied upon the Judgment passed by this Court itself in Civil Revision No.7348 of 2018 (O&M) titled as

'Jagjit Singh @ Jagjit Singh Ahluwalia Vs. Rajesh Bansal & Others' on 14.8.2019, in which, the Revision filed on behalf of Tenant in similar circumstances was allowed.

4. The Petitioner has also relied on the decision of a Coordinate Bench of this Court in '**Raghubir Chand Mahajan Vs. Indian Bank**' 2015(4) R.C.R. (Civil) 156 wherein it had been observed inter-alia -

“9. The four decisions were confronting the situation where tenant was found to be unjustified in denying the title. In some of the cases, the tenant was setting up title in themselves. In such situations, it is obvious that there would be no purpose served by determining a rent and directing the amount to be paid. A person who sets up title himself, says that he is not liable to pay any rent, the issue of determination of rent simply does not arise in such a situation. On the contrary, if a tenant says that a particular rent is payable but it is not the amount which the landlord claims and that too rent is paid to a person other than the person who is applying the court, the Rent Controller has two duties: One, he is required to find that there existed jural relationship of landlord and tenant. If he finds that no such relationship exist, the petition must be dismissed summarily. If he finds that such relationship exists he shall proceed to follow the second duty, namely, the quantum of rent payable. If the quantum is determined then in terms of decision in

Rakesh Wadhawan's case (supra), he is bound to calculate the amount and direct the amounts to be paid on the next date of hearing. The Court cannot characterize the defence questioning the quantum as malafide and direct eviction. The issue of malafides is irrelevant, while the court determines the quantum of rent. The conduct will be seen only if there is a failure to comply with the directions, even after letting the order become final. “

5. In the light of aforesaid reliances of Petitioner, this Court is to examine whether the ratio of the same would apply to him as well and as to whether the dispute raised by him in denying the existence of Landlord-Tenant relationship is based on any bonafide belief about the identity of his Landlord, only in which situation it may be inferred that such denial of relationship is not absolute, but only a qualified one.

6. After having carefully considered the averments of the Petitioner in his Written Statement filed before the Rent Controller and submissions of his Ld. Counsel made before this Court, he would not appear to be entitled to a similar benefit as granted to the Revisionist in Jagjit Singh's case (supra), even though broadly the background is similar to the extent that in both the cases the Tenant/Revisionist while denying the ownership as also existence of his relationship as Tenant with them, had nevertheless offered to pay the arrears of rent at the rate admitted by him. But the similarity in the two matters ends here. While in Jagjit Singh's case, the

Petitioner/Tenant had placed the entire history of his tenancy from the time he had been inducted in the demised premises by one Ajit Singh (since deceased) including the history of litigations between the parties as well as of the subsequent Eviction Petition filed by one Deepak Sarin whose connection with the original Landlord Ajit Singh was never disclosed in the Eviction Petition, and which on the other hand was allowed to get dismissed for non-prosecution when the Tenant had sought for production of Sale Deeds or other documents pertaining to Title of said Deepak Sarin who had claimed to be the Landlord. Thereafter, a third Application for Eviction was filed against Jagjit Singh by a third set of persons claiming to be Landlords who again did not file any copy of the actual Sale Deed or document of transfer executed in their favour by either Ajit Singh or even their purported Predecessor Deepak Sarin, although in response to the Application filed on behalf of Tenant to the effect that even copies of Transfer Letters issued in their favour by the Chandigarh Administration were not supplied to him along with the Eviction Petition, they supplied such copies along with their reply on 15.3.2018 after which, the Tenant on the very first date fixed for filing his Written Statement while denying ownership of the Respondents who in any case had still shown any actual Title Deeds in their favour, had nevertheless also offered to deposit the rent at the rate admitted by him in accordance with the previous litigations. Not only that, the Tenant in the said case after the death of his admitted Landlord Ajit Singh had even written to son of the deceased asking him to inform as to whom he should pay the rent after the Landlord's

demise, and the proof of that letter served upon the Landlord's son, which was apparently never replied was placed on the record of the case.

7. In the present case however, the Petitioner/Tenant in his Written Statement has altogether denied not only the Landlord-Tenant relationship between himself and the Respondent, but has even gone to the extent of stating that the Respondent's documents of Title are themselves invalid and do not even pertain to demised premises. He has in Para 3 of his Written Statement further to the extent of denying the Will on the basis of which, father of the Respondent namely Malkiat Singh Lally had become owner of the disputed property to the extent of $\frac{1}{2}$ share as also the Sale Deed dated 6.11.2006 pertaining to remaining $\frac{1}{2}$ share executed in his favour by the Erstwhile owner Smt. Gurdev Kaur. Not only that, the Petitioner in the same Para went to the extent of denying that Lally Niwas has ever been purchased by the previous owner Smt. Dharmi Devi or Gurdev Kaur and even the Will executed by their Successor Malkiat Singh Lally in favour of his own son i.e. the Respondent/Landlord is invalid, although elsewhere in his Written Statement he has offered to pay rent for the period of default 'to avoid any legal complications'.

8. It is noteworthy that throughout his lengthy Written Statement, the Petitioner has not given any hint as to who is the person whom he recognizes to be his actual Landlord. This omission is what makes the facts in this case qualitatively different from those in Jagjit Singh's case (supra), wherein the Tenant while denying ownership of Landlord-Tenant relationship with the persons who had filed the 3rd

Eviction Petition against him after the earlier two litigations against him were either withdrawn or dismissed, had not only spelt out the name of his admitted Landlord, but had also placed the material on record to show that after the death of said Landlord he had tried his best to ascertain the identity of the person to whom he should pay the rent in future. Nothing of that sort has been done by the Petitioner/Tenant in the present case. In the opinion of this Court therefore, such blanket denial of ownership of Landlord-Tenant relationship and at the same time an offer to pay the arrears of rent 'to avoid any legal complications', without seeking to indicate who according to him is his actual Landlord, clearly goes to show that such plea being raised by him is not genuine.

9. Similarly, the decision of **Raghubir Chand Mahajan's case (supra)** cited on behalf of Petitioner is also not helpful to him for the same reasons that the conduct of the present Petitioner in denying ownership of the Respondent or his Landlord-Tenant relationship with the Respondent is not honest and bonafide. It needs to be remembered that in **Raghubir Chand Mahajan's case**, the Tenant had himself filed an interpleader Suit on account of which, the Court was of the view that the dispute raised by him regarding relationship of Landlord-Tenant between the Respondent/Bank and himself was not malafide. This is clear from the following extracts of Judgment of this Court in **Raghubir Chand Mahajan's case** -

“ VII Fact situation: Denial of title bonafide; tenant ought to be given an opportunity to deposit rent.

10. *In this case, I have already observed that the*

tenant's conduct in denying the relationship of landlord and tenant between the bank and himself cannot be said to be malafide. When the court found that the bank alone was the landlord and it proceeded to the next stage of determining the rent payable as Rs. 90 and all that it could have done was to offer an opportunity to the tenant to make the payment. It had no judicial function to indulge in characterizing the tenant was taking wrong plea of quantum of rent. Even his own conduct in filing a interpleader suit must be taken as giving rise to inference of a bonafide dispute and the dismissal of the suit ought not to be taken as immediately applying a logic that he forfeited the tenancy. The two courts below were, therefore, in error in holding that the tenant made short deposit of rent in paying rent only at 60 rupees. If the rent was Rs. 90/-, all that was required to be done was directing the tenant to make the payment within the date which it stipulated.” (Emphasis added)

10. For the aforesaid reasons, this Court finds no ground to interfere with the impugned orders. Dismissed.

(SUDIP AHLUWALIA)
JUDGE

November 28, 2019
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| 1. Whether speaking/reasoned ? | Yes/No |
| 2. Whether reportable ? | Yes/No |