

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

Civil Revision No.7015 of 2015 (O&M)

Date of Decision: May 20, 2019

Regional Manager, State Bank of India, Rohtak & another

...Petitioners

Versus

Vidhya Devi

...Respondent

CORAM: HON'BLE MR.JUSTICE AMIT RAWAL

Present: Mr. Mahesh Dheer, Advocate,
for the petitioners.

AMIT RAWAL, J. (Oral)

Mr. Sandeep Verma Advocate has put in appearance on behalf of the respondent and filed Memorandum of Appearance, which is taken on record.

It is a classical case where the Lok Adalat, without holding the conciliation proceedings, had entertained the application under Section 22 (c) of the Legal Services Authority Act, 1987 (for short, 1987 Act). Respondent invoked the jurisdiction under the 1987 Act claiming more rent as the petitioner was occupying more area than the one leased out as per the lease deed dated 23.05.2014. It was alleged that after completion of the construction of the premises in December, 2013, the possession of the premises was taken by the Bank and there was an agreement of lease, whereby the bank had taken the possession of area 2052 sq. feet on a monthly rent of ₹ 28,728/-, whereas the area came to be more, i.e., 2139.50 sq. feet and, therefore, sought enhancement of the rent.

The aforementioned plea was denied by the Bank and even

jurisdiction of the Lok Adalat was also disputed. However, the Lok Adalat on the basis of some report of the surveyor allowed the claim petition and directed the petitioner to pay the difference of the rent on the area of 2139.50 sq. feet than 2052 sq. feet with interest @ 9% per annum.

Mr. Mahesh Dheer, learned counsel representing the petitioners submitted that the terms and conditions of the lease deed are sacrosanct and cannot be discarded nor the Lok Adalat had any jurisdiction to do so or the civil court should have done so. Lok Adalat had exceeded the jurisdiction by allowing the application.

Per contra, Mr. Sandeep Verma, learned counsel for the respondent supported the order under challenge and stated that since the premises were in excess than the one agreed in the lease deed, jurisdiction of the Lok Adalat under the 1987 Act was invoked.

I have heard the learned counsel for the parties, appraised the paper book, gone through the lease deed and found that there is no such clause entitling the lessor to claim the difference of the rent of the area more than one agreed to be leased out. The Lok Adalat has been enacted for the benefit of the effected people and not in the manner and mode which is without jurisdiction. Even the order is bereft of initiation of any conciliation proceedings.

In my view, the Lok Adalat had no jurisdiction to entertain such plea. The claim was wholly without any substance. The impugned order is hereby set-aside. Revision petition stands allowed.

May 20, 2019
ramesh

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned
Whether Reportable:

Yes/No
Yes/No