

CWP-8431-2015 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-8431-2015 (O&M)

Date of Decision: February 11, 2019

Sajjan Kumar

... Petitioner

vs.

State of Haryana & Ors

.. Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Pawan Kumar, Sr. Advocate with
Mr. Abhimanyu Batra, Advocate,
for the petitioner.

Mr. Sunil Kumar Vashisth, Deputy Advocate General, Haryana.

ARUN MONGA, J

The present petition has been filed *inter alia* for issuance of a writ in the nature of *certiorari* to quash the order/notice dated 15.04.2015 (Annexure P16 and Annexure P17, respectively).

2. The petitioner contends that vide three separate lease deeds dated 15.11.2007, 16.02.2009 and 07.07.2009 (Annexures P2, P3 and P4, respectively), three premises were rented out by respondent No.2 to the petitioner. For convenience, the said properties are being addressed herein as property No.1 (pavillion), property No.2 (two stores) and property No.3 (area under the steps of the staircase). All the said properties were leased out for a period of 10 years.

3. Learned Senior counsel for the petitioner states that as per Clause 2 of the abovesaid respective lease deed, initially, the rent period was for 10 years subject to payment of rent prescribed therein with a annual increase of 5%, every year. He further states that as far as property No.1 is concerned, the same has been vacated and all arrears of rent have been duly paid and

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possession has also been handed over. He further, on instructions from the assisting counsel Mr. Abhimanyu Batra, states that the petitioner shall be bound to pay the entire rent for a period of 10 years, as per Clause 2 of the lease deed(s).

4. Per contra, learned State counsel contends that the petitioner is liable to pay enhanced rent, as was agreed subsequent to execution of the lease deed. He further contends that qua property No.1, the petitioner has already paid the enhanced rent. Whereas, qua properties No.2 and 3, he is evading the payment of enhanced rent, having once agreed to do so. Be that as it may, the issue of payment of enhanced rent is left open to be adjudicated in appropriate proceedings under the The Haryana Public Premises and Land (Eviction and) Rent Recovery), Act, 1972 (for short 'the Act'). Both the parties are at liberty to get their dispute adjudicated under the said Act, in accordance with law.

5. Suffice, at this stage, to state that the lease period of the properties No. 2 and 3 are also getting over on 30.04.2019 and 07.07.2019, respectively. The petitioner is directed to pay its rent for the entire period of 10 years, according to Clause 2 of the lease deed, within a period of 06 weeks, failing which, the respondents are at liberty to seal the premise of the petitioner. As far as the contention on the enhanced rent agreed subsequent to the execution of the lease deed, as already observed, the dispute regarding the same is left open and the respondents are at liberty to take appropriate steps in accordance with law.

6. In view of the above observations, the operation of impugned order and notice dated 15.04.2015 (Annexures P16 and P17, respectively), is kept at abeyance for the period of 06 weeks to enable the petitioner to make the payment of the arrears, as per the undertaking given in the Court, failing

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which, the respondents shall be at liberty to seal the premises, pursuant to notice dated 15.04.2015 (Annexure P17).

February 11, 2019
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(ARUN MONGA)
JUDGE

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No