

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

RSA No.6014 of 2015 (O&M)

Date of decision : 20.02.2019

V. Mart Retail Ltd.

...Appellant

Versus

Raghunath Gupta and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL**

Present: Mr. Divanshu Jain, Advocate for the appellant.

Mr. Arun Jain, Sr. Advocate with  
Mr. Abhishek Dhull, Advocate for the respondents.

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**ANIL KSHETARPAL, J. (ORAL)**

Defendant-appellant is in the Regular Second Appeal against the concurrent findings of fact arrived at by both the Courts below.

Tenant who does not have any statutory protection under the East Punjab Urban Rent Restriction Act, 1949 (hereinafter referred to as “the Rent Act”) is in the appeal against the concurrent findings of fact arrived at in a suit for possession filed after termination of the tenancy.

Learned counsel for the appellant has submitted that the default in payment of rent as found by the Courts below is only for two months whereas as per registered lease deed valid upto 31.12.2011, the tenancy was come to an end only on default of non-payment of rent for continuous three months. Hence, he submitted that the Courts below erred in decreeing the suit.

On the other hand, learned counsel for the respondents-

plaintiffs has drawn attention of the Court to notice terminating the tenancy wherein tenancy has been terminated not only on the ground that there is default in payment but also on the ground that there has been a massive structural changes in the premises by the tenant. The assertions made in para 3 of the notice dated 13.05.2007 are extracted as under:-

*“3. That further the addressee No.1 has caused massive changes in the premises in as much as has completely demolished one set of staircase from basement on the ground floor located on the backside and now there is only one staircase from basement to the ground floor which is on the front side. Addressee No.1 has removed all the bathrooms on the ground floor, first floor and leaving only one bathroom on the second floor. There were two bathrooms on the ground floor, two on the first floors and two on the second floor. Addressee No.1 has also removed one door and shutter on the ground floor leaving only one entrance and has also changed the front faced of the premises. Addressee No.1 has also removed pardi wall of the stair case and instead has affixed a railing. The staircase has an access from the public veranda. Now another entrance has been opened from the ground floor and thus the stair to the upper floor has two entrances. The non-payment of rent, massive change in structure and subletting constitute gross violations of the terms and conditions and resultantly the tenancy stand forfeited for the breach of the terms and conditions of the registered lease deed.”*

In a suit for possession, landlord is not required to prove what were the grounds for eviction. Once there is a valid termination of tenancy, the decree for possession has to follow. Still further, the tenancy was only

upto the year 2011. Now in the year 2017, the defendant-appellant cannot claim any equity.

Further, in para 2 of the notice dated 30.03.2007, it has been pointed out that apart from default for the months of January and February, 2006, the defendant-appellant has not paid rent from 01.12.2006 which again makes default for a period of 5 months.

Learned counsel for the appellant submitted that the Courts have not recorded any finding with regard to subsequent default. He further submitted that the tenant had sent the cheques for payment of the amount which were not encashed by the plaintiffs-respondents.

This Court has already observed that on valid termination of tenancy, the Court is not required to go into the correctness of the grounds on which the tenancy has been terminated. Once protection under the 'Rent Act' is not available being a new building which is exempted from applicability of the Rent Act for a period of five years, only fact which was required to be proved by the plaintiffs was that there was valid termination of the tenancy.

Accordingly, there is no ground to interfere with the concurrent findings of fact arrived at by both the Courts below.

Regular Second Appeal is dismissed.

All the pending miscellaneous applications, if any, are disposed of, in view of the abovesaid judgment.

**20.02.2019**

*Pawan*

**(ANIL KSHETARPAL)  
JUDGE**

**Whether speaking/reasoned:-**

**Yes/No**

**Whether reportable:-**

**Yes/No**