

CR-7431 of 2019 (O&M)

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

CR-7431 of 2019 (O&M)
Date of decision: 22.11.2019

Ajay Partap Singh

.....Petitioner

versus

Jagjit Kaur and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAMENDRA JAIN

Present: - Mr. Gurpreet Singh, Advocate, for the petitioner.

RAMENDRA JAIN, J. (ORAL)

Through this revision under Article 227 of the Constitution of India, tenant has laid challenge to order dated 01.11.2019 of the Appellate Authority, whereby, staying his eviction till decision of his appeal, directed him, without expressing any opinion on the merits, to deposit of ₹42.00 lakh towards arrears of rent @ ₹1,50,000/- per month and keep on depositing the current rent at the said rate, with condition that 50% of the same would be paid to respondents-landlord against his undertaking to redeposit the same or any proportion thereof, in case, rate of rent to be payable by petitioner is found less and remaining 50% to be kept in the name of the Court in fixed deposit receipt of some nationalised bank, so as to save loss of interest to the petitioner-tenant.

Briefly, respondents filed rent petition under Section 13 of the East Punjab Urban Rent Restriction (Extension to Chandigarh) Act, 1974 for eviction of the petitioner from demised SCO Nos.1108-1109, situated in Sector 22-B, Chandigarh, before learned Rent Controller, Chandigarh.

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When despite repeated notices, petitioner did not appear, learned Rent Controller proceeded against him ex parte and directed him to hand over vacant possession of basement of SCO Nos.1108-1109, Sector 22-B, Chandigarh, vide order dated 05.04.2019. On coming to know of the said order, according to the petitioner, through internet, he moved application under Order 9 Rule 13 CPC for setting aside aforesaid eviction order against him, which too was dismissed by the learned Rent Controller vide order dated 19.09.2019 holding that the petitioner despite having knowledge of due notice of the eviction petition against him did not intentionally and deliberately appear and kept on watching eviction proceedings against him from outside the Court.

Being aggrieved, petitioner approached the Appellate Authority along with application to stay his eviction till decision of his appeal.

Appellate Authority vide impugned order dated 01.11.2019 stayed eviction of the petitioner subject to his depositing entire arrears of rent @ ₹1.50 lakh per month duly agreed by the petitioner vide a written compromise.

Learned counsel for the petitioner *inter alia* contends that in compromise dated 17.10.2016 (Annexure P-8), whereby petitioner agreed to pay ₹1.50 lakh per month to the respondents-landlord, there were certain conditions like extension of electricity load and signing of papers by them to seek conversion of the basement for permissible use, which respondents-landlord did not fulfil. Therefore, petitioner was liable to make payment of rent in terms of agreement dated 25.11.2002 (Annexure P-1).

Having given thoughtful consideration to the above

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submissions, this Court finds the instant revision completely devoid of any merit for the reasons to follow.

Petitioner-tenant himself agreed to pay in writing vide compromise dated 17.10.2016 (Annexure P-8) to pay ₹1.50 lakh per month as rent. Therefore, he cannot be permitted to wriggle out from the same on cryptic and false pleas that respondents-landlord did not sign necessary papers for conversion of basement and extension of electricity load etc. inasmuch as perusal of aforesaid compromise (Annexure P-8) shows that there is no recital or condition therein that in case, respondents do not sign any papers required for conversion and extension of electricity load, in that eventuality, rent would revert back to ₹53,500/-. Since, petitioner himself vide aforesaid agreement agreed to pay ₹1.50 lakh per month as rent, therefore, he is now estopped by his own act and conduct to claim reduction in rent.

This Court while exercising its revisional powers has very limited jurisdiction, which can only be exercised, (i) when the Courts below have acted beyond jurisdiction vested in them or (ii) have not exercised the same diligently and (iii) have exercised illegally.

Learned counsel for the petitioner has not been able to show any such infirmities in the judgment of the Appellate Authority.

Dismissed.

November 22, 2019
R.S.

(Ramendra Jain)
Judge

Whether speaking/reasoned Yes/No

Whether Reportable Yes/No