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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-15-2019 (O&M)
Date of decision : 15.01.2019

Dhruv Kumar @ Dhrup Kumar

... Petitioner

Versus

Gurjeet Singh

... Respondent

CORAM: HON'BLE MR. JUSTICE AMIT RAWAL

Present: Mr. Sandeep K. Sharma, Advocate
for the petitioner.

Mr. V.S. Rana, Advocate for
Mr. Gulzar Mohd., Advocate
for the caveator/respondent.

AMIT RAWAL, J. (ORAL)

The present revision petition is directed against the judgment of the lower Appellate Court, whereby the appeal preferred by the landlord/respondent against findings on issue No.1, has been allowed.

The respondent-landlord instituted a rent petition bearing No.30383/2013 and sought the eviction of the petitioner-tenant in respect of the shop No.4 being part and parcel of the property bearing No.598/1 situated at Green Model Town, Wadala Road, Jalandhar, on two grounds; i) arrears of rent @ ₹4,400/- w.e.f. January 2006; and ii) personal necessity. The petitioner-tenant denied rate of rent @ ₹4,400/- per month, much less, arrears, but admitted to be tenant @ ₹400/- per month. Ground of personal necessity was also denied.

The respondent-landlord, in support of his case, examined

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himself as PW1 and Jatinder Oberoi, as PW2, attesting witness of the agreement of rent dated 15.02.2005.

The petitioner-tenant in pursuance to the provisional order deposited the arrears of rent @ ₹400/- on 30.05.2014.

The trial Court by rejecting the ground of arrears of rent, allowed the petition on the ground of personal necessity. The appeal of the tenant against the other ground of personal necessity is stated to be pending, however, of the landlord has been decided.

Learned counsel for the petitioner-tenant submitted that Jitender Oberoi, PW-2, attesting witness of the rent agreement, had appeared as landlord's witness in two cases i.e. one application filed under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 and other for injunction, at the instance of the tenant, where he denied to have signed any rent agreement. In such circumstances, rent agreement could not have been looked into, much less, rate of rent. Lower Appellate Court abdicated in ordering the eviction by assessing the rate of rent @ ₹4,400/- per month.

I have heard learned counsel for the parties ,appraised the paper book and of the view that there is no force and merit in the submissions of Mr. Sharma. In a suit for permanent injunction (Ex.RX), the following question was put to Mr. Jitender Oberoi-PW2, in the cross-examination:-

"I have not attached any document pertaining to the rate of rent of suit shop in present case. I do not know if Dhruv Kumar has not signed any agreement on 15.02.2005."

The tenor and mode of the cross-examination of Jitender Oberoi-PW2, reveals that the petitioner-tenant had admitted the execution of the agreement dated 15.02.2005. The aforementioned cross-examination

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rather goes against the petitioner-tenant of denying the rate of rent described in the rent agreement. The examination of one witness is sufficient. If at all, the petitioner-tenant was so sure about the rate of rent, he could have led evidence as onus of proving the rate of rent was discharged and shifted, by producing the sale tax and income tax returns. In the absence of any specific rebuttal, the Appellate Authority has rightly ordered the eviction.

Keeping in view the aforementioned facts, I do not find any illegality and perversity in the judgment of the lower Appellate Court, much less, no ground is made out for interference. Accordingly, the present revision petition is dismissed.

15.01.2019
Yogesh Sharma

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned **Yes/ No**

Whether Reportable **Yes/ No**