

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

CR No. 896 of 2020 (O&M)
Date of decision: 07.02.2020.

Bal Krishan Saggi

..... Petitioner.

Versus

Rajinder Gupta

..... Respondent.

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. Deepak Arora, Advocate, for the petitioner.

ANUPINDER SINGH GREWAL, J. (ORAL)

The petitioner/tenant has challenged the orders passed by the Courts below whereby ejectment of the petitioner/tenant from the demised premises has been ordered on account of non-payment of arrears of provisional rent.

Learned counsel for the petitioner/tenant contends that the orders passed by the Courts below are unsustainable in law and the same deserve to be set aside. He also contends that the petitioner had paid an amount of ₹1,42,850/- to the respondent/landlord and incurred an expenditure of more than ₹10,00,000/- on carrying out repair of the premises which had been overlooked by the Courts below.

Heard.

The respondent/landlord had preferred a petition under Section 13 of the Punjab Urban Rent Restriction Act, 1949, for eviction of the petitioner/tenant from the demised premises. The Rent Controller by order dated 08.08.2018 had assessed the provisional rent @ ₹13,000/- per month

and the amount towards arrears of provisional rent along with interest, which was due to the petitioner/tenant, was computed as ₹7,68,880/-. The case was adjourned to 17.09.2018 for making payment of the arrears of rent assessed by the Rent Controller. The petitioner/tenant did not pay any amount towards the arrears of rent assessed by the Rent Controller and consequently, the ejectment of the petitioner/tenant was ordered.

An appeal was preferred by the petitioner/tenant before the Appellate Authority which was also dismissed on 30.10.2019 by relying upon the judgment of the Supreme Court in the case of Rakesh Wadhawan v. M/s Jagdamba Industrial Corporation, 2002 (2) PLR 370, wherein it has been held that in the event of provisional rent not being paid, the ejectment of the tenant from the demised premises has to be ordered.

Insofar as the contention of learned counsel for the petitioner/tenant that the petitioner/tenant has incurred a huge amount on the repairs of the building and he has already paid an amount of ₹1,42,850/- to the respondent/landlord is concerned, he has not referred to any agreement between the parties which would indicate that the petitioner/tenant had made the repairs with the consent of the respondent/landlord or the expenditure incurred by the petitioner/tenant would be set off against the rent.

Consequently, I do not find any merit in this petition, which stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

07.02.2020
Ramesh

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No