

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

CR No.8020 of 2017

Date of decision: 13th March, 2020

Punjab Waqf Board

... Petitioner

Versus

Pardeep Singh & others

... Respondents

CORAM: HON'BLE MR. JUSTICE FATEH DEEP SINGH

Present: Mr. Ghulam Nabi Malik, Advocate for the petitioner.

Mr. BBS Randhawa, Advocate for respondent No.1.

Service of respondents No.2 to 4 – dispensed with.

FATEH DEEP SINGH, J.

The revisionist Punjab Waqf Board (in short, 'the Board') which was plaintiff before the Court of learned Civil Judge (Junior Division), Batala had filed a suit for possession by way of ejectment after determination of lease/tenancy of the defendant Gurcharan Singh and others and for recovery of mesne profits for use and occupation of the property detailed therein. During the course of trial, an application under Order 15 rule 5 CPC was moved on the grounds that the defendants (now respondents) have not disputed rate of mesne profits of ₹ 625/- per month while admitting the relationship of landlord and tenant and that the lease since stands terminated and the defendant/respondents have failed to deposit the mesne profits entails striking off their defence. The respondents have denied the averments of the applicant and claim that in

fact the rate of rent was ₹ 125/- per month and that they had deposited the rent of ₹ 10,000/- earlier and therefore there was dispute over the rate of rent/lease money and the application does not sustain. The Court of learned Civil Judge (Junior Division), Batala through impugned findings dated 15.09.2017 had dismissed the application and that is how the present challenge has come about.

Heard Mr. Ghulam Nabi Malik, Advocate for the petitioner; Mr. BBS Randhawa, Advocate for respondent No.1 and perused the records of the case.

It is a clear cut stand of the respondents/tenants that rate of rent was ₹ 125/- per month and that the defendants (now respondents) have deposited the rent by way of bank draft of ₹ 10,000/- favouring the plaintiff/petitioner and therefore mandate of Order 15 Rule 5 CPC was not applicable.

In support of his contentions learned counsel for the petitioner has placed reliance on '**Anandi Devi v. Om Parkash**' 1987 (Sup) SCC 527; '**Gurjit Singh Gill vs. Major Paramjit Singh Gothra**' 2004(3) RCR (Civil) 101; and '**Gurmit Singh v. Shiv Kumar & others**' 2001(3) LJR 826. However, the ratios cited on behalf of the revisionist are factually at much variance and do not help the case of the petitioner.

A perusal of the provisions of Order 15 Rule 5 CPC, as applicable to Punjab, Haryana and Chandigarh show that the expression '*entire amount admitted by him to be due*' means the entire gross amount

whether as rent or compensation for use and occupation, calculated at the **admitted rate of rent** for the admitted period of arrears after making no other deduction except the taxes, if any, paid to a local authority in respect of the building on lessor's account and the amount, if any, deposited in any Court.

In the present case, irrefutably a sum of ₹ 10,000/- stands paid much earlier by the defendant/tenants and who too dispute the rate of rent and claim it to be ₹ 125/- per month and not ₹ 625/- per month as claimed by the petitioner and therefore it has been rightly decided by the Court below that it was not admitted rate and thus, applicability of provisions of Order 15 Rule 5 do not stand attracted. This Court is not inclined to show any interference as the findings under challenge are legally sustainable. The revision petition being without any merit stands dismissed.

(FATEH DEEP SINGH)
JUDGE

March 13, 2020

rps

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No