

In the High Court of Punjab and Haryana, at Chandigarh

Civil Revision No. 5331 of 2019 (O&M)

Date of Decision: 21.01.2020

Ajay Aggarwal

... Petitioner(s)

Versus

Vikramjit Rishi

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal

Present: Mr. Arun Jain, Senior Advocate
with Mr. Ashok Sehgal, Advocate
for the petitioner(s).

Mr. Anurag Jain and Mr. Lalit Rishi, Advocates
for the respondent.

Anil Kshetarpal, J.

The tenant/petitioner has filed revision petition against concurrent finding of fact arrived at by the learned Rent Controller, Chandigarh, affirmed in appeal by the learned Appellate Authority.

The respondent/landlord has filed a petition seeking eviction on the ground that he is doing the work of tailoring in a rented shop located in Sector 17, Chandigarh. He has a young son, who is idle and, therefore, he would like to settle him in the premises in dispute. The landlord has also stated that at present, he is working as a tailor in a tenanted premises situated in Sector 17, Chandigarh and his landlord has also filed an eviction petition. The tenant contested the petition by pleading that the requirement of the landlord is not bonafide. Both the Courts, as noticed above, held that the need of the landlord is bonafide.

Learned senior counsel appearing for the petitioner submitted that the landlord in the present case has not been ordered to be evicted from the tenanted premises i.e. in Sector 17, Chandigarh. Hence, he submits that both the Courts below have erred in recording a finding that the requirement of the landlord is bonafide.

On the other hand, learned counsel appearing for the respondent has submitted that primary reason for filing the eviction petition was to settle younger son of the respondent, who was doing no work. The aforesaid requirement still exists. He, hence, submitted that merely because the landlord continues to occupy the tenanted premises in Sector 17, Chandigarh, would not mean that the bonafide requirement of the landlord (in the present case) has ceased to exist.

This Court has analysed the arguments of learned counsel for the parties and with their able assistance, gone through the judgments passed by both the Courts below.

On careful reading of the pleadings, it is apparent that the landlord has pleaded the bonafide requirement by stating that he wishes to settle his son in the premises in question as also the fact that even his own eviction has been sought from the tenanted premises which he is occupying. No doubt, the second requirement has come to an end as the petition filed against the landlord in this case, stands withdrawn. However, that is not the end. The respondent/landlord has specifically pleaded that he has a young son, who is idle and he wishes to settle him in the premises in dispute. It was further stated that the landlord would help the young son to settle. In such circumstances, it would not be appropriate to hold that the bonafide

requirement of the landlord has come to an end.

Learned senior counsel appearing for the petitioner further submitted that as per first proviso to Section 13(3) of the East Punjab Urban Rent Restriction Act, 1949, no eviction petition could be filed within the specified period agreed upon between the landlord and the tenant. He, hence, submitted that the petition filed in the year 2014 was not maintainable as agreed tenancy was to continue upto 31.07.2015.

No doubt, on first blush, argument of the learned senior counsel is attractive. However, on closer scrutiny, this Court does not find substance therein for two reasons - (i) the rent note/lease deed dated 14.08.2012 is not registered, therefore, not admissible in evidence, hence, cannot be looked into. The lease deed, executed for a period of more than one year or more, is compulsorily registrable. (ii) In any case, we are at present in the year 2020. Even the agreed period has already come to an end. Rather, thereafter, also five years have elapsed.

In view of the above, no ground is made out to interfere. As such, the preset petition shall stand dismissed.

All the miscellaneous applications, if any, shall also stand disposed of.

Keeping in view the facts of the case, it is considered appropriate to grant six months' time from today to the tenant/petitioner to handover vacant possession of the tenanted premises to the landlord. This period shall be available to the petitioner only if the petitioner files an undertaking before the learned Rent Controller that he shall hand over vacant possession of the tenanted premises to the landlord and deposit

all arrears of rent, if any. The tenant shall also be liable to deposit rent for these six months, which has been granted by this Court, in advance, within the aforesaid period.

(Anil Kshetarpal)
Judge

January 21, 2020
“DK”

Whether speaking/reasoned :Yes/No

Whether reportable : Yes/No