

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

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CR No.7319 of 2019 (O&M)
Date of decision : 20.02.2020.

Satish Kumar Thareja

... Petitioner

Versus

Agrim and others

.. Respondents

CORAM :HON'BLE MR.JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. Ramnish Puri, Advocate for the petitioner.

Anupinder Singh Grewal, J. (Oral)

The petitioner/tenant has challenged the order dated 23.10.2019 passed by the Appellate Authority whereby his application for amendment of the written statement has been dismissed.

Learned counsel for the petitioner contends that as the respondents/landlord had admitted the execution of the rent agreement dated 29.03.2011 while preferring an application for directing the petitioner/tenant to make good the shortfall of stamp duty in terms of the Indian Stamp Act, 1899 (for short, 'the Act'), the amendment should have been allowed even at the appellate stage as no prejudice would be caused to the respondents/landlord. In support of his contentions, he has relied upon the judgments of the Supreme Court in the cases of *Andhra Bank versus ABN Amro Bank N.V. and others, 2007(6) SCC 167*, *Mohd. Ismail versus Dinkar Vinayakrao Dorlikar, 2009(10) SCC 193* as well as of this Court in the cases of *Arya Mitter and another versus Harbans Lal and another, 2009(3) RCR(Civil)756* and *Rekha Wadhwa and another versus Pushpa Ahuja and another, 2011(2) RCR (Rent)207*.

Heard.

The respondents/landlord had filed an ejectment petition on the ground of non-payment of rent and *bonafide* necessity which was dismissed by the Rent Controller on 29.01.2018. In the ejectment petition, the respondents/landlord had been claiming rent @ ₹52,000/- per month exclusive of house tax and the petitioner/tenant had relied upon the rent note dated 29.03.2011 alleging the rate of rent to be ₹18,000/- per month. This has been denied by the respondents/landlord in the replication wherein it is stated that this rent note is a forged and ante-dated document. During the pendency of the appeal, an application is stated to have been moved by the respondents/landlord for a direction to the petitioner/tenant to make shortfall of stamp duty on the rent deed dated 29.03.2011, wherein it has been stated by them that as the petitioner/tenant is relying upon this rent note, therefore, he may be directed to make good the deficiency of the stamp duty in terms of the Act. This would not amount to admission of the execution of the rent note especially when in the replication, there was specific denial.

There is no dispute with the preposition of law laid down in the judgments cited by learned counsel for the petitioner that amendment could be allowed even at the appellate stage and the Courts should be liberal in allowing the amendment but in the aforementioned facts and circumstances, I do not find any good ground to allow the amendment of written statement filed by the petitioner/tenant before the appellate authority. There is no manifest illegality in the order of the appellate authority which would warrant interference while exercising revisional jurisdiction.

The petition stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

February 20, 2020
sonia gugnani