

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

CR No. 8246 of 2019 (O&M)

Date of decision: 10.02.2020.

Jatinder Kumar

..... Petitioner.

Versus

Vikas Kumar

..... Respondent.

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. Raj Paul Kansal, Advocate, for the petitioner.

ANUPINDER SINGH GREWAL, J. (ORAL)

The petitioner/tenant has challenged the order dated 22.11.2019 passed by the Appellate Authority whereby the appeal preferred by him against the order dated 20.05.2015 passed by the Rent Controller assessing the provisional rent as ₹1,000/- per month has been dismissed.

Learned counsel for the petitioner/tenant contends that the premises had been taken by the petitioner/tenant on rent in the year 1994 @ ₹500/- per month. The alleged rent note, which is being relied upon by the respondent/landlord, is a forged and fabricated document. He has relied upon the judgments of this Court in the cases of Raj Kumar v. Ram Parkash and others, 1981 (2) R.C.R. (Rent) 480 and Dr. Sukhdev Singh Chaudhary v. Kirpal Singh, 2003 (1) R.C.R. (Rent) 531.

Heard.

The Courts below while assessing the provisional rent as ₹1,000/- per month have relied upon the rent agreement (Ex.P2) as well as

the pleadings of the parties. The respondent/landlord, in his application for assessing the provisional rent, had stated that the premises were let out to the petitioner/tenant at the monthly rent of ₹1,000/- on 01.02.1994 which had to be increased @10% every year. The petitioner/tenant had stopped paying the rent since March, 2007 and at that time the rate of rent was ₹3,460/- per month. It was also stated that at the time of filing of the petition, the rate of rent of the premises was ₹6,715/- per month after addition of annual increase @10% per annum in terms of the agreement between the parties. The petitioner/tenant had pleaded that the shop had been taken on rent @ ₹500/- per month and had denied that there was any agreement that the rent would be increased @10% every year.

The assessment of the provisional rent by the Courts below on the basis of the rent note (Ex. P2) appears to be just and reasonable in the facts and circumstances of the case. The petition for eviction is pending before the Rent Controller and as to whether this rent note (Ex. P2) is forged and fabricated would be an issue which would be decided after the parties lead evidence in that regard.

The judgments of this Court, which have been relied upon by the learned counsel for the petitioner/tenant, are distinguishable on facts from the instant case. In Raj Kumar's case (supra), this Court had repealed the contention of the landlord by relying upon the 'bahi' entries, which had been maintained by the tenant, with regard to the payment of rent. Similarly, in the case of Dr. Sukhdev Singh Chaudhary (supra), the tenant had produced the house tax register indicating that the rent was ₹150/- and not ₹300/-, as claimed by the landlord and, therefore, the Court had accepted the contention

of the tenant by relying upon the house tax register. However, in the instant case, there is no such record in the form of 'bahi' entries, the house tax register or in any other form of document, which would indicate that the rent was less than ₹1,000/- per month.

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

However, it is clarified that nothing, which is observed hereinabove, shall have any bearing on the controversy which would be decided on the basis of the evidence led by the parties before the Rent Controller.

(ANUPINDER SINGH GREWAL)
JUDGE

10.02.2020
Ramesh

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