

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Sr.No.108

Civil Revision No.972 of 2021(O&M)
Date of Decision: 23rd April, 2021.

Sharad Aggarwal

...Petitioner

Versus

Manjit Kaur

...Respondents

(Heard through Video-Conferencing)

CORAM: HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present: Mr. R.S.Athwal, Advocate,
for the revisionist-petitioner.

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MEENAKSHI I. MEHTA, J.

Feeling aggrieved by the order dated 05.03.2021 handed down by learned Rent Controller, NRI Court, Jalandhar in the petition as moved by the present respondent against the revisionist-petitioner under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 for seeking his eviction from the premises in question (for short, “demised premises”) whereby the rent payable by the revisionist-petitioner as the tenant in the demised premises has been provisionally assessed to be ₹8,12,532/-, he has chosen to prefer the present revision petition.

2. I have heard learned counsel for the revisionist-petitioner in the instant petition at the preliminary stage and have also gone through the file thoroughly.

3. Before advertng to the contentions raised by learned counsel for

the revisionist-petitioner, it would be expedient and appropriate to discuss certain facts which are undisputed between the parties. The revisionist-petitioner had executed a rent note dated 16.09.2004 (Annexure P-1) in respect of the demised premises and is in possession thereof as a tenant. The respondent claims to have purchased the said premises vide the sale deed dated 10.07.2008 (Annexure P-5). However, since the execution of the above-mentioned sale deed in her favour, the respondent has been filing the eviction petitions against the revisionist-petitioner from time to time on the ground of non-payment of the arrears of rent by him in respect of the demised premises.

4. Learned counsel for the revisionist-petitioner contends that from the very beginning, the revisionist-petitioner has been denying the factum of existence of the relationship of landlord and tenant between the respondent and him on the ground that the name of the landlord as mentioned in the said rent note and the names of the vendors as mentioned in the afore-mentioned sale-deed are different but the said issue has not yet been decided by the competent Court and in these circumstances, the respondent is not entitled to claim any rent from the revisionist-petitioner in respect of the demised premises and it being so, the impugned order, as passed by learned Rent Controller qua the provisional assessment of the rent payable by him (revisionist-petitioner), is wrong and illegal and deserves to be set aside.

5. However, the above-discussed contention does not hold much water because undisputedly, since the execution of the afore-mentioned sale deed in her favour, the respondent has been filing the eviction petitions

against the revisionist-petitioner on the plea of non-payment of the arrears of rent by him in respect of the demised premises and the revisionist-petitioner has been paying the same to her accordingly. A perusal of the copy of the order, as passed by this Court on 10.09.2019 in **Civil Revision No.7040 of 2018** (as referred to in the impugned order) preferred by the present revisionist-petitioner against the respondent to assail the order dated 03.01.2018 passed qua the dismissal of the application moved by him under Order 6 Rule 17 read with Section 151 CPC for seeking amendment in his reply in another eviction petition to the extent of adding the factum of three earlier eviction petitions having been dismissed after the tender of rent by him and without deciding the question of title, reveals that in its concluding para, this Court has specifically observed that:-

“...Withdrawal of earlier eviction petitions filed by the respondent against the petitioner or dismissal of the same for want of prosecution after tendering rent by the petitioner-tenant ipso facto proves that petitioner always admitted title of the respondent over the demised shop and for that reason, he tendered rent, otherwise he would not have done so.”

6. Moreover, on a query having been posed to learned counsel for the revisionist-petitioner during the course of arguments, he apprises the Court that after the execution of the above-discussed sale deed, none else, except the respondent, has ever raised the demand for the payment of the rent by the revisionist-petitioner in respect of the demised premises. In these circumstances, the following observations as made by this Court in **Civil Revision No.5331 of 2014**, titled as **“Gunvaneet Kaur & Ors. vs. Doaba**

Tent House” (decided on 16.08.2017) become fully applicable to the present case:-

“....It is settled law that in rent proceedings, the manner of acquisition of title cannot be gone into, moreso, when nobody has come forward to challenge the title of Maninder Singh acquired pursuant to the sale deed Ex.P-1. It is not the case of the tenant/ respondent that anybody else is the landlord or is the owner of the demised premises. Therefore, this Court finds that the findings recorded by the Appellate Authority on the issue of the landlord and tenant cannot be sustained and, therefore, hereby set aside.”

7. As a sequel to the fore-going discussion it follows that the impugned order does not suffer from any illegality, perversity or irregularity and therefore the same does not warrant any interference by this Court. Resultantly, the instant revision petition, being *sans* any merit, stands dismissed.

(MEENAKSHI I. MEHTA)
JUDGE

23.04.2021.
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Whether speaking/reasoned?	Yes/No
Whether Reportable?	Yes/No