

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

Sr. No.122

**Civil Revision No.691 of 2022  
Date of Decision : March 02, 2022**

M/s Vab Apparel LLP

...Petitioner

Versus

D.K. Jain Proprietor M/s Bharat Impex and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE SUDHIR MITTAL**

Present: Mr. Abhinav Bajaj, Advocate with  
Mr. Himanshu Arora and  
Mr. Kartik Jasra, Advocates,  
for the petitioner.

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**SUDHIR MITTAL, J. (ORAL)**

The tenant executed a lease deed dated 28.05.2018 in respect of the demised premises and physically took possession thereof on 01.07.2018 for running a garment manufacturing unit. Fire NOC regarding the premises was for the period 09.09.2017 to 08.09.2018.

Disputes regarding payment of rent arose between the petitioner and his landlord resulting in the filing of an application for eviction on the ground of non-payment of rent.

In the said eviction petition, the Rent Controller passed an order dated 19.03.2021 regarding provisional assessment of rent. The said order was challenged in appeal preferred on 28.10.2021. The appeal has been dismissed and thus, the present revision petition has been filed.

Learned counsel for the petitioner has argued that the Appellate Authority was in error in holding the issue of limitation against the petitioner because the Supreme Court has extended limitation in all cases on

account of Covid-19 pandemic. Even on merits, the order is not sustainable in law as he has taken the factum of non-tendering of rent on the first date of hearing against the appellant whereas he was only required to consider whether the order assessing provisional rent was legal and valid. The said order was not legal and valid as the landlord had failed to get the fire NOC renewed. He had also not installed the fire fighting systems required for renewal of the NOC. Having not done so, the order of the Appellate Authority is unsustainable in law.

On being asked regarding the terms of the lease deed with respect to renewal of the fire NOC, learned counsel for the petitioner has submitted that the occupier i.e. the tenant could get the said NOC renewed and the costs incurred for the said purpose would be reimbursed by the landlord.

So far as the argument based upon limitation is concerned, I am in agreement with the learned counsel for the petitioner. The Supreme Court has unequivocally extended period of limitation in all cases and thus, the Appellate Authority was not justified in holding the said issue against the petitioner.

Learned counsel for the petitioner is also justified in submitting that the factum of non-tendering of rent on the first date was not required to be taken into consideration by the Appellate Authority. Undoubtedly, the Appellate Authority is required only to consider the issues raised before it.

However, the petitioner is not entitled to succeed as learned counsel for the petitioner has not been able to establish that the order of assessment of provisional rent was erroneous. Admittedly, expenses for

installation of fire systems and for renewal of NOC were to be borne by the tenant and the same were reimbursable. Learned counsel for the petitioner has very fairly stated that the petitioner did not make the expenses. His submission, however, is that the landlord never offered to reimburse the same. This submission cannot be accepted as unless and until an expense is incurred, there is no question of reimbursement. Certain communications referred to in this regard are not on record and thus, the submission has to be rejected.

In view of the above, revision petition has no merit and is dismissed.

**March 02, 2021**

*Ankur*

**(SUDHIR MITTAL)  
JUDGE**

Whether speaking/reasoned

Yes/No

Whether Reportable

Yes/No