

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-6149 of 2018 (O&M)
Date of Order: 20.05.2022

Vijay Kumar and others

..Petitioners

Versus

Ranjit Singh and others

..Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. A.P.Kaushal, Advocate, for the petitioners.
Mr. Divanshu Jain, Advocate, for the respondents.

ANIL KSHETARPAL, J(Oral)

The petitioners herein are tenants. Both the Courts have ordered their ejection in a petition filed under Section 13(2)(ii) of the East Punjab Urban Rent Restriction Act, 1949 (hereinafter referred to as 'the 1949 Act'). It has come in evidence that Sh. Vijay Kumar and late Sh. Sat Pal had taken demised premises on rent from Sh. Ranjit Singh and his brother. Sh. Satpal died, whereas Sh. Vijay Kumar started his own business under the trade name M/s Shiv Shakti Bartan Bhandar in another/different premises. Sh. Satpal started to run the business under the trade name M/s Verma Shoes Store.

When petitioner-Pawan Kumar appeared in evidence, he admitted that the shop was taken on rent by Sh. Vijay Kumar and Sh. Satpal vide rent note dated 14.03.1977. He further admitted that Sh. Vijay Kumar is running business under the name and style of M/s Shiv Shakti Bartan Bhandar from a separate shop. He admitted that he is running the business in the shop in question as the sole proprietor of Om Pattar Bhandar. Smt. Sukhwinder Kaur, Junior Assistant in the office of AETC Office,

Hoshiarpur, has brought the record to prove that Sh. Pawan Kumar is the sole proprietor of Om Pattar Bhandar.

It may be noted here that originally Sh. Vijay Kumar filed written statement admitting that he has sub-let the premises to the petitioners herein. However, he disowned the aforesaid stand subsequently. On the direction of the High Court a specific issue on the aforesaid aspect was framed and decided by the Court on 05.07.2014. It was held that Sh. Vijay Kumar not only engaged Smt. Meenakshi Puri, Advocate, as his counsel but also filed a written statement.

This Bench has heard the learned counsel representing the parties at length and with their able assistance perused the paper book.

The learned counsel representing the petitioners contends that all the family members are doing the business jointly, therefore, there is no sub-letting as it is a joint business. He further submits that the landlord has failed to prove the payment of rent by the petitioners to Sh. Vijay Kumar.

A contract between the tenant and sub-tenant is a secret arrangement. The landlord cannot be called upon to prove the same. It is for the person who is in occupation of the premises to prove as to in what capacity he is in possession of the premises. Once the petitioner has admitted that he is exclusive owner of the firm Om Pattar Bhandar, then it was for him to explain the nature of his possession. Coupled with this, he has admitted that Sh. Vijay Kumar is running his business separately from another premises.

In this case, once the petitioner himself admits his exclusive possession in that case, sub-letting is proved.

In the end, the learned counsel representing the petitioners

contends that the landlord is estopped from filing the petition after a long time because he has acquiesced the tenancy in favour of the petitioners.

It may be noted here that Section 13(2) (ii) of the 1949 Act permits a tenant to sub-let the premises only with the written consent of the landlord and not otherwise.

Hence, no ground to interfere is made out.

Dismissed.

All the pending miscellaneous applications, if any, are also disposed of.

May 20, 2022

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(ANIL KSHETARPAL)
JUDGE

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