

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-6496-2017(O&M)
Date of Order: 27.05.2022

Narinder Kumar Chopra

..Petitioner

Versus

Satish Kumar

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Vikas Chopra, Advocate, for the petitioner.
Mr. Ashok Bector, Advocate, for the respondent.

ANIL KSHETARPAL, J(Oral)

While assailing the correctness of the interlocutory order passed by the Rent Controller, dated 11.08.2017, the landlord has filed the present petition.

Some facts are required to be noticed.

Sh. Narinder Kumar Chopra filed a petition under Section 13(3)(ii) of the East Punjab Urban Rent Restriction Act, 1949, claiming to be the landlord of the premises and the respondent as his tenant. The respondent appeared and filed the written statement specifically admitting the relationship of the landlord and tenant between the parties to the petition in para 2 of the preliminary objections, which is extratced as under:-

“2. That the father of the respondent took the premises on rent vide Receipt dated 30.03.1991 executed by Harbans Lal who has been paying the rent and after his death Sh. Satish Kumar has been paying the rent, thus exists a relationship between the landlord and the tenant between the parties to the petition.”

It may be noted here that the rent petition was filed in the year 2009. After a passage of 8 years, the tenant filed an application under Order 6 rule 17 CPC for permission to amend the written statement. In substance,

the respondent claims that as his name is identical with the name of the Sh. Harbans Lal, the confusion has arisen. Para 2 of the preliminary objection was sought to be replaced with the following assertions:-

“that the father of the respondent Sh. Gopal Ram took premises on rent vide Receipt dated 30.03.1991 executed by Harbans Lal who has been receiving rent and after his(Harbans Lal) death, Satish Kumr (son of Harbans Lal) has been receiving rent, thus there exists no relationship between landlord and the tenant between the parties to the petition.”

The Rent Controller permitted the respondent to amend the written statement without examining the effect thereof. Under the garb of an amendment, the respondent has sought permission to take a somersault when compared to his previous stand. In the original written statement, he admitted the relationship of landlord and tenant between the parties to the petition. It was his categorical stand that he admits Sh. Narinder Kumar Chopra to be his landlord. However, by way of the proposed amendment, he now wants to take a destructively contradictory stand. He claims that there is no relationship of landlord and the tenant between the parties to the petition. The Rent Controller should have been alive to the aforesaid mischief sought to be played by the tenant. Under the garb of clarification of the facts, the Rent Controller should not have permitted the amendment of the following phrase:-

“thus there exists no relationship between landlord and the tenant between the parties to the petition.”

Even otherwise, Sh. Harbans Lal was the uncle of Sh. Narinder Kumar Chopra. Late Sh. Amar Nath Chopra and Sh. Harbans Lal were real brothers. Sh. Narinder Kumar Chopra is son of Late Sh. Amar Nath

Chopra. The landlord, claims that the property originally, belonged to Sh. Amar Nath. Thus, Sh. Harbans Lal or his son Sh. Satish Kumar are not strangers to the family.

Keeping in view the aforesaid facts, the order permitting the amendment to the extent of denying relationship of landlord and tenant is set aside.

Since, the rent petition has remained pending for the last 13 years, therefore, the Rent Controller is directed to conclude the proceedings within a period of 6 months, from today.

Disposed of accordingly.

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

May 27, 2022
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(ANIL KSHETARPAL)
JUDGE

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