

In the High Court of Punjab and Haryana, at Chandigarh

Civil Revision No. 1365 of 2022 (O&M)

Date of Decision: 18.04.2022

Fleur Hotels Private Limited and Another

... Petitioner(s)

Versus

M/s Hind Motors and Another

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal.

Present: Mr. Sunil Chadha, Senior Advocate
with Mr. Rajesh Punj and Mr. Tara Dutt, Advocates
for the petitioner(s).

Mr. Anand Chhibber, Senior Advocate
with Mr. Vikas Kuthiala, Advocate
for the caveator/respondents.

Anil Kshetarpal, J.

1. The petitioners, herein, are the tenants in the respondents' eviction petition, filed under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 (hereinafter referred to as "the 1949 Act"). In the eviction petition, the Rent Controller has assessed the provisional rent amounting to ₹7,90,41,120/-. As per the lease deed, the agreed rent between the parties is ₹ 33,00,000/- per month. The appeal, filed by the petitioners against the order of the Rent Controller, assessing the provisional rent, has been dismissed. Due to rise in the number of COVID-19 infections, the petitioners, who are in the hospitality industry, are alleged to have sent notices to the landlords for taking over the possession as they were unable to run their business. This fact is disputed by the learned senior counsel

2. In the eviction petition, the Rent Controller has a limited jurisdiction with regard to determination of a ground, enlisted in Section 13 of the 1949 Act, is made out or not. The petitioners claim that the respondent/landlords have failed to take over the possession, although offered. The petitioners further claim that they have paid a security deposit of ₹11,47,35,650/- to the respondents, which is recoverable.

3. The learned senior counsel representing the petitioners submits that in view of Clause 20.2.B(iv) of the lease deed, the petitioners are entitled to retain possession of the tenanted premises till the landlords refund the security amount. Per contra, the learned senior counsel representing the respondents contends that on account of failure to pay rent, the petitioners are liable to vacate the tenanted premises.

4. After having argued the matter, at some length, the learned counsel representing the parties have arrived at a consensus. It has been stated by the learned senior counsel representing the respective parties that the petitioners will handover the vacant physical possession of the tenanted premises to the respondent/landlords, on or before 15.05.2022.

5. As regards the entitlement of the petitioners to the refundable security, deposited or unadjusted part thereof, the petitioners shall have the liberty to avail their remedy. However, the aforesaid amounts shall remain charge on the tenanted premises. Mr. Anand Chhibber, Senior Advocate, has *inter alia* stated that the first charge of the property is with the financial institution i.e. Union Bank of India.

6.. In view of the aforesaid consensus, arrived at between the parties, the present revision petition is disposed of.

7. Needless to observe that the observations, made by the Courts while assessing the provisional rent, shall not be construed as an expression of opinion on the merits of the case.
8. The miscellaneous application (s) pending, if any, shall also stand disposed of.

(Anil Kshetarpal)
Judge

April 18, 2022
“DK”

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