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

**LPA-1238-2021 (O&M)
DECIDED ON: 7th APRIL, 2022**

SAMANTA AND ANR**.....APPELLANTS****VERSUS****STATE OF HARYANA AND OTHERS****.....RESPONDENTS**

**CORAM: HON'BLE MR. JUTICE AUGUSTINE GEORGE MASIH
HON'BLE MR. JUSTICE SANDEEP MOUDGIL**

Present: Mr. Vikram Singh, Advocate
for the appellants.

Ms. Rajni Gupta, Addl. AG, Haryana.

AUGUSTINE GEORGE MASIH, J (ORAL)

Learned counsel for the appellants has pressed upon the fact that appellants had, as a matter of fact, deposited the amount due by way of challan on the date which is not legible, copy whereof, is appended as Annexure A-1. He further asserts that Form 'N' has not been served upon the petitioners which was required to be done by the authorities. This plea, as has been projected by the counsel for the appellants, was not taken before this Court when the earlier writ petition i.e. CWP-9762-2007 was preferred by the petitioner-Samanta leading to the passing of the order dated 12th December, 2008.

Had it been so, there was no reason why the Court would have remanded the case back to the Assistant Collector 1st Grade, Palwal for re-determination of the amount due along-with interest. It would not be out of place to mention here that before the learned Single Judge when the order dated 25th November, 2021 was passed the only argument which has been

raised by the counsel before the said court was that after passing of the impugned orders, arrears of rent have been deposited and, therefore, a lenient view be taken. On the basis of the same, learned Single Judge has rightly observed that deposit of batai/rent after passing of orders of eviction, creates no equity or rights in favour of the lessee. Otherwise also on perusal of the order passed by the Commissioner, Faridabad Division, Faridabad dated 20th November, 2020 makes it apparent that the appellants had not deposited the rent as determined along-with interest after the remand of the matter by this Court, to the Assistant Collector Ist Grade, Palwal.

The factual aspects as have been dealt with by the Commissioner, Faridabad Division, Faridabad in its order dated 20th November, 2020 would be relevant which is based upon the records and the same read as follows:-

“ In compliance of order passed by the Hon'ble High Court, on 18.11.2013 Assistant Collector 1st Grade, Palwal vide its letter No.751/Reader dated 19.11.2013, Tehsildar, Palwal was directed to prepare the map of statement of produce (Naqsha Jhad Paidawar) in the presence of both the parties and date was fixed as 09.12.2013 for producing the map. On 09.12.2013, map of statement of produce was received from kanungo and on that day Shri Fateh Singh, Advocate had filed his power of attorney on behalf of the revisionists. According to the statement of produce the amount of rent was determined as Rs.4632/-, interest was determined as Rs.4483/- and expenses of suit were determine as Rs.2000/-, a total of which is fixed as Rs.13115/- and file was fixed for 06.11.2014 for consideration. The revisionists have not deposited the amount of rent till date. Thus, eviction Form-7 was passed.

The main allegations of the revisionists is that Reader of the Court has not disclosed the fact that when did map of statement of produce came after due preparation and till what

date the amount of rent was to be deposited. Whereas on 09.12.2013, Vakalatnama of Fateh Singh/Amar Singh, Advocate, on behalf of revisionists is on the file of the court below at page No.255 and is present before the court. In such circumstances, on their saying that they did not come to know regarding preparation of statement of produce, is wrong. The complaint of revisionists against Reader of Court has been found baseless in the inquiry conducted by Presiding Officer and District Collector, Palwal.

The bare perusal of all the aforesaid facts shows that Assistant Collector 1st Grade, Palwal and District Collector, Palwal has prepared the map of statement of produce in compliance of remand order passed by the Hon'ble High Court in the presence of both the parties and prescribed time of 15 days has been given to deposit the arrears of rent or to deposit the rent till 06.01.2014 but revisionists have not deposited the amount of rent. Therefore, they fall under the definition of Na-Dehinda Mujare (Tenant). The revision of revisionists is dismissed without finding any error in the orders passed by the courts below.”

In the light of above, no interference is called for by this Court in the present appeal.

Accordingly, the present appeal is dismissed.

(AUGUSTINE GEORGE MASIH)
JUDGE

(SANDEEP MOUDGIL)
JUDGE

7th APRIL, 2022
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<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>