

S.No.109

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

CR-5175-2022 (O&M)

Date of Decision:22.11.2022

Ashok Kapoor

.....Petitioner

Vs.

Ravinder Mehra

.....Respondent

CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. V.K. Sandhir, Advocate for the petitioner.

DEEPAK GUPTA, J.

This revision is filed by the tenant of Rent Petition No.RP/429/2018 titled Ravinder Mehra Vs. Ashok Kapoor pending before learned Rent Controller, Amritsar, as he is aggrieved by the fact that application under Order 6 Rule 17 CPC for amendment of the petition filed by the landlord, has been allowed.

2. It is revealed that respondent of this revision i.e. landlord sought ejectment of the tenant (petitioner herein) from the demised premises on the ground of bonafide need and non-payment of rent.

3. As per the petition (Annexure P.1), the landlord Ravinder Mehra had purchased the demised house vide sale deed dated 05.06.2018. Later on, by way of application for amendment, it was pleaded that in fact, sale deed of the demised property was executed in the name of M/s Mehra Cotton Mills through Ravinder Nath Mehra. Apart from this, petitioner wanted to add another ground of ejectment i.e. the demised premises had become unsafe and unfit for human habitation. This application has been allowed by learned Rent Controller by way of impugned order dated 01.09.2022.

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4. It is contended by the petitioner- tenant that nomenclature of the landlord cannot be allowed to be shifted from individual to a proprietorship firm because cause of action qua the firm would be different than an individual. Besides, plea of bonafide requirement of a firm would not be available to the proprietorship firm.

5. Learned counsel has referred M/s Super Ispat Udyog Partnership Firm and others v. M/s National Steel and Agro Industries Ltd. and others, 2018(4) PLR 814, wherein amendment in the plaint was sought in as much as private limited company was sought to be changed with partnership firm. It was held that with the change of nomenclature of the parties, vis-a-vis their respective capacities in the private limited company and in the partnership firm, the cause of action will be different and the limitation provided for filing of the suit for recovery will be different. The impugned order along amendment was set aside.

6. Having heard learned counsel for the petitioner, I do not find merit in this revision. The landlord has not sought to change the details of the sale deed, whereby the demised property was purchased. The only plea of the landlord is that demised property was not purchased in his individual capacity i.e. Ravinder Mehra; rather, it was purchased in the name of firm M/s Mehra Cotton Mills through Ravinder Mehra i.e. originally pleaded petitioner. Firm is represented through the partner/ proprietor and, therefore, it is not going to change the cause of action in any manner. Besides, case being at the initial stage, the addition of the ground of ejectment can be allowed by way of amendment. The petitioner- tenant will get the

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opportunity to file the amended reply to the petition by taking all defences as available to him.

7. Consequent to above, present revision is held to be devoid of any merit. Dismissed.

November 22, 2022	(DEEPAK GUPTA)
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Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No