

IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

234

CR No.2095 of 2016 (O&M)  
DATE OF DECISION : 22<sup>nd</sup> MARCH, 2023

Vimal Jindal (Mrs.)

.... Petitioner

Versus

Surinder Singh Dhillon & others

.... Respondents

234A

CR No.2096 of 2016

Vimal Jindal (Mrs.)

.... Petitioner

Versus

Surinder Singh Dhillon & others

.... Respondents

**CORAM : HON'BLE MR. JUSTICE RAJBIR SEHRAWAT**

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Present : Mr. Puneet Jindal, Senior Advocate with  
Mr. Navroop Jawanda, Advocate for the petitioner.

Mr. Divanshu Jain, Advocate for the respondents.

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**RAJBIR SEHRAWAT, J. (Oral)**

1. This shall dispose of two civil revision petitions filed by the petitioner/tenant against the judgment dated 09.10.2014 passed by the Rent Controller, Chandigarh and the judgment dated 20.01.2016 passed by the Appellate Authority, Chandigarh, because both are arising between the same parties; though from the two different eviction petitions but relating to two different portions of the same premises. Civil Revision No.2095 of 2016 relates to eviction from Shop No.3015 out of the premises comprised in SCO No.3015-3016, Sector 22D, Dakshin Marg, Chandigarh and Civil Revision No.2096 of 2016 relates to the basement portion of the SCO No.3015-3016 mentioned above.

Since the facts are also almost common, therefore, the same are being taken from Civil Revision No.2095 of 2016.

2. For the purpose of the present petitions, the parties would be referred to as they were described in the original eviction petition filed before the Rent Controller.

3. The brief facts, as pleaded in the present petitions, are that landlords had rented out the premises in question to a partnership firm constituted by the present-petitioner along with two other persons, namely, Virender Kumar Garg and Rajesh Kumar Goyal. The lease of the said tenancy was to expire in the year 2010. By efflux of time the lease stood terminated. Thereafter, the landlords filed eviction petition against the tenants, pleading therein that petitioners No.1 and 2 were the senior citizens. The shop in question was let out on 01.05.2000 at monthly rent of ₹35,000/- per month, excluding the water and electricity charges and other taxes in case of Shop No.3015, and at the rate of ₹18,000/- per month in case of basement area. It was further asserted that the landlord-petitioner No.1 had worked as Chief Executive Officer of Punjab Cooperative Union; Principal of Punjab Cooperative Training Institute; as General Manager of Punjab State Cooperative Stores and Managing Director of Punjab State Cooperative Agricultural Development Bank, and therefore, had vast experience of business management. After retirement, the landlord-petitioner No.1 was in the business of establishing fruit gardens, vegetable seed; production and marketing, planting and managing soft wood popular plants and marketing them. However, thereafter he had disposed off his farms and

the agriculture based enterprises and had got ample funds to start any other business or agency. The landlord-petitioner No.1 was a widely travelled person and had seen the lifestyles of various cultures throughout the world. Youngest daughter of the landlords-petitioner No.1 and 2 was unmarried. Likewise, landlord-petitioner No.3 had stayed in Australia for about three years and was well conversant with the lifestyle there. Due to family circumstances and requirements, the landlords-petitioners had decided to start their own business in tenanted premises, and therefore, they required the premises for their own personal use and occupation for starting their own business of display and sale of wooden furniture, furnishings, home décor and other consumables of varied nature and types. Since the premises comprised in commercial Sector 22 of Chandigarh and was on the highway leading to Punjab and Himachal destinations on either side, therefore, it was the most suitable premises for their business. Accordingly, it was asserted that the landlords-petitioners No.1 to 3 had decided to settle their sons and unmarried daughters in business along with them; and hence they required tenanted premises/shop No.3015, as pleaded in one petition; and the basement area of joint SCO No.3015-3016 as pleaded in other petition, for their own *bona fide* use and occupation, for running their own business along with their sons and daughters. The landlords-petitioner No.4 and 5 intended to start display and sale of wooden furniture, furnishings and the home décor business.

4. On being put to notice the tenant-respondents No.2 and 3 appeared and contested the petition by filing written statement in which it

was pleaded that respondents No.1 and 2 already stood retired from business w.e.f. 01.04.2004 and 01.04.2010 respectively; and therefore, they were not in occupation of the tenanted premises since then. It was tenant-respondent No.3 who was carrying on the business at the premises. On merits, it was asserted by the respondents that the real intention of the landlords was not to start their business, rather, it was a tactic to increase the rent. Since, the respondents did not agree to increase the rent of the tenanted premises before expiry of the lease period on 30.04.2010, therefore, the eviction petition had been filed. To buttress their assertions, it was also pleaded that the landlords-petitioner had demanded a sum of ₹1,15,000/- per month as rent for the tenanted premises comprised in shop No.3015 and ₹80,000/- per month for the premises comprised in the basement area. It was also pleaded that the respondents were regularly paying the monthly rent and were not in arrears of rent as such. Thereafter, respondents No.1 and 2 had not contested the petition despite service; and accordingly they were proceeded *ex parte* vide order dated 27.10.2010 passed by the Rent Controller.

5. To substantiate their assertions, the landlord-petitioner No.1-Surinder Singh Dhillon appeared as PW-1; landlord-petitioner No.2-Gurmeet Dhillon has appeared as PW-2; landlord-petitioner No.4-Mandeep Singh Dhillon appeared as PW-3; landlord-petitioner No.5-Sandeep Singh Dhillon appeared as PW-4; landlord-petitioner No.3-Jaswinder Kaur Dhillon appeared as PW-5. Beside this; they placed on record the copy of the lease deed as Mark A and placed on record the

copy of passports as Exhibits P-2 and P-3. Thereafter, the evidence of the landlord-petitioners was closed.

6. On the other hand, the contesting respondent No.3-Vimal Jindal herself appeared as RW-1. Beside this; Deepak Mittal was examined as RW-2; Subhash Gupta as RW-3 and Gurbax Singh as RW-4. Beside this; they produced on record the documents Exhibits R-1 to R-6, which included notices for enhancement of rent and copy of subsequent lease deeds qua another property executed by the landlords. Thereafter, the evidence on behalf of the respondents was also closed.

7. After appreciating the material on record and hearing the counsel for the parties, the Rent Controller came to the conclusion that the petitioners were having *bona fide* requirement; and therefore, they were entitled to recover possession of the tenanted premises by evicting the respondents. Aggrieved against the said eviction order, respondent No.3 in the rent petition had filed appeal before the lower appellate authority. However, the same was also dismissed vide order dated 20.01.2016. It is challenging the said orders of eviction that the present revision petitions have been filed by the tenant-respondent No.3.

8. Arguing the case, learned senior counsel for the tenant-present petitioner has submitted that the requirement of the landlord was not *bona fide* in the case. Moreover, the ingredients of the Section 13 of the East Punjab Urban Rent Restriction Act, 1949 (extended to Union Territory Chandigarh vide Act No.54 of 1974) (for short, the Rent Act) were also not satisfied. Even after leasing out the tenanted premises to the present petitioner the adjoining premises was rented out to another

tenant. Therefore, the landlord had vacated the similar premises after commencement of the Rent Act. Hence, the landlords were not entitled to get eviction order against the present petitioner. Counsel has further submitted that although, the landlords has claimed personal necessity for establishing their unmarried daughter, however, it has not been pleaded and proved on record that the said daughter was not having any other premises in the urban area and that she had not vacated any such premises after commencement of the Rent Act. The counsel has also reiterated that the entire effort of the landlords was to increase the rent enormously. For that purpose landlords had even written letters to her, demanding exorbitant rent. However, since the tenant had not increased the rent, therefore, to get the premises vacated and to rent it out at a higher value or to extract unreasonable rent from the present tenant the proceedings were initiated by the landlords. It is also submitted by the counsel for the tenant that the landlords were having other premises on the upper floors of the same property, however, the said fact was not disclosed by the landlord. Hence, they have not come to the court with clean hands. However, the courts below have not appreciated any one of these aspects in the right perspective. Hence, both the courts below have gone wrong in law. The counsel for the tenant has relied upon the judgment, i.e.; *Attar Singh Vs. Inder Kumar, 1967 AIR (SC) 773; Ajit Singh & anr. Vs. Jit Ram & anr. (2008) 9 SCC 699 & Ramesh Vs. A. Balreddy, (1990) 3 SCC 583* passed by Hon'ble the Supreme Court and *Thakar Dass Vs. Madan Mohan, (2018) 4 Law Herald 2971; M/s. Ajit Agro System & anr. Vs. Krishan Chand*, the judgment passed in *CR*

**NO.6384 of 2013; Dr. Kamal Kumar Jain Vs. Smt. Krishana Rani & Ors.** passed in **CR No.387 of 2008; Lavneesh Gulati Vs. Anita Rani, (2021) 2 RCR (Rent) 539** and in case of **Balkrishan Vs. Amar Nath Shukal, (1982) 2 RCR (Rent) 189** passed by this High Court, to buttress the arguments qua the mandate of *bona fide* necessity of the landlords. It is also submitted that the orders passed by the courts below deserve to be set aside because landlords had not come to the court with clean hands.

9. On the other hand, the counsel for the landlords has submitted that all the relevant details were duly pleaded and proved before the courts below. All the petitioners-landlords had duly appeared as witnesses before the court and deposed qua their personal requirement. The purpose, for which the demised premises was required, was also proved before the court. Qua renting out the other property to the other tenant, the counsel for the landlord has submitted that at that time the landlords were not in requirement of the premises in question. Therefore, even after one portion was given on rent to the firm of the present tenant, another portion was given to another tenant under a lease for a definite period. However, the said tenant had vacated the portion occupied by him on expiry of his lease period. In fact, as of today, there is no tenant in the demised property, except the present tenant. Therefore, there is no question of the landlords not having any *bona fide* necessity or not coming to the court with clean hands. The counsel has further submitted that it has never been the case of the landlords that they needed the premises in question only for settling their daughter. Rather, right from the beginning, it has been their case that they intend to start their own

business and to settle in the business along with their sons and daughter. Therefore, all the arguments raised by tenant regarding the purpose of business being for the daughter or sons and any pleadings regarding them are totally irrelevant. The premises was claimed by the landlords, primarily, for their own business. Otherwise also; it is not for the tenant to dictate the terms to the landlords qua the requirement or qua sufficiency of the space available with the landlords. Regarding the attempt to increase the rent, the counsel for the landlords have submitted that since the original lease was to expire on 30.04.2010 and there was a provision in the lease deed that the lease can be extended further on a suitably enhanced rent, therefore, the landlords had asked the tenant-revision petitioners if she was interested in increasing the rent. However, the tenant had declined to enhance the rent. Thereafter, the landlord had decided to start their own business, as mentioned above. There is nothing wrong in this course of action. Mere earlier negotiation to increase the rent cannot be taken as any impediment for getting eviction of a tenant on the ground of personal necessity. The counsel has also highlighted that earlier this court had remanded the matter to the authority below for reconsideration on the ground that negotiation regarding increase of rent could have bearing on the bonafides of requirement of the landlord and; therefore, the same deserve to be reconsidered by that court. However, that remand order was challenged by the landlords before the Supreme Court and the same has been set aside by the Hon'ble Supreme Court; by observing that negotiations for enhancement of the rent have no relevance qua the eviction petition filed on the basis of personal

necessity. Hence, it is submitted that both the courts below have rightly passed the orders. This court is hearing only the revision petition and in the revision petition the scope for interference is very limited, whereunder this court cannot act as a court of second appeal. The counsel for the landlord-respondents has relied upon the judgment of Constitutional Bench of Supreme Court rendered in the case of ***Hindustan Petroleum Corporation Ltd. Vs. Dilbahar Singh, 2014(2) RCR (Rent) 210.*** Beside this; the counsel has also relied upon the judgments, *inter alia*, in the cases ***Arun Kumar Vs. Des Raj Tandon (since deceased) through LRs, 2018(2) RCR (Rent)491; Navyug Goods Carrier Vs. Manpreet Singh & anr. 2018(2) RCR (Rent) 496; United Insurance Co. Ltd. Vs. Dr. M. L. Sharma & anr. 2006(7) RCR (Civil) 2; Kawaljit Singh Vs. Kulwant Kaur, 2015(1) RCR (Rent) 294*** of this High Court; and the judgments rendered in cases of ***Joginder Pal Vs. Naval Kishore Behal, 2002(1) RCR (Rent) 582; Sarla Ahuja Vs. United India Insurance Co. Ltd., 1998(2) RCR (Rent) 533 & Daya Rani Vs. Shabbir Ahmed, 2019(2) RCR (Rent) 365*** by the Hon'ble Supreme Court, to buttress his arguments.

10. Before proceeding further it is apposite to have a reference to the language of the Section 13(3)(a) and 13(4) of the Rent Act under which the landlord has filed the eviction petition, which reads as under:

***“13(3)(a) A landlord may apply to the Controller for an order directing the tenant to put the landlord in possession –***

***(i) in the case of a residential [ \* \* \* ] building if –***

***(a) he requires it for his own occupation;***

*(b) he is not occupying another residential [\* \* \*] building, [\* \* \*] in the urban area concerned; and*

*(c) he has not vacated such a building without sufficient cause after the commencement of this Act, in the said urban area;*

*[(d) it was let to the tenant for use as a residence by reason of his being in the service or employment of the landlord, and the tenant has ceased, whether before or after the commencement of this Act, to be in such service or employment:*

*Provided that where the tenant is workman who has been discharged or dismissed by the landlord from his service or employment in contravention of the provisions of the Industrial Disputes Act, 1947, he shall not be liable to be evicted until the competent authority under that Act confirms the order of discharge or dismissal made against him by the landlord.]*

*[(i-a) In the case of a residential building, if the landlord is a member of the armed forces of the Union of India and requires it for the occupation of his family and if he produces a certificate of the prescribed authority, referred to in Section 7 of the Indian Soldiers (Litigation) Act, 1925, that he is serving under special conditions within the meaning of Section 3 of the Act.*

*Explanation.- For the purposes of this subparagraph—*

*(1) the certificate of the prescribed authority shall be conclusive evidence that the landlord is serving under special conditions; and*

*(2)"family" means such relations of the landlord as ordinarily live with him and are dependent upon him;]*

*(ii) in the case of [\*\*\*\*] rented land, if-*

*(a) he requires it for his own use;*

*(b) he is not occupying in the urban area concerned for the purpose of his business any other such [\*\*\*\*] rented land, [\*\*\*\*]; and*

*(c) he has not vacated such [\*\*\*\*] rented land without sufficient cause after the commencement of this Act, in the urban area concerned;*

*[(iii) in the case of any building or rented land, if he requires it to carry out any building work at the instance of the Government or local authority or any Improvement Trust under some improvement or development scheme or if it has become unsafe or unfit for human habitation;]*

*(iv) in the case of [any residential building] if he requires it for use as an office, or consulting room by his son who intends to start practice as a lawyer or as a "registered practitioner" within the meaning of that expression as used in the Punjab Medical Registration Act, 1916, or for the residence of his son who is married, if –*

*(a) his son as aforesaid is not occupying in the urban area concerned any other building for use as office, consulting room or residence, as the case may be; and*

*(b) his son as aforesaid has not vacated such a building without sufficient cause after the commencement of this Act, in the urban area concerned:*

*Provided that where the tenancy is for a specified period agreed upon between the landlord and the tenant, the landlord [shall not, except under subparagraph (i-a), be entitled] to apply under this subsection before the expiry of such period:*

*Provided further that where the landlord has obtained possession of [a residential building or rented land] under the provisions of sub- paragraph (i) or subparagraph (ii) he shall not be entitled to apply again under the said sub-paragraphs for the possession of any other building of the same class or rented land:*

*Provided further that where a landlord has obtained possession of any building under the provisions of sub-paragraph (iv) he shall not be entitled to apply again under the said subparagraph for the possession of any other building for the use of, or as the case may be, for the residence of the same son.*

**13(4)** *Where a landlord who has obtained possession of a building or rented land in pursuance of an order under subparagraph (i) or sub-paragraph (ii) of paragraph (a) of subsection (3) [does not himself occupy it or, if possession was obtained by him for his family in pursuance of an order under subparagraph (i-a) of paragraph (a) of sub-section (3), his family does not occupy the residential building, or, if possession] was obtained by him on behalf of his son in pursuance of an order under subparagraph (iv) of paragraph (a) of sub-section (3), his son does not occupy it for the purpose for which possession was obtained, for a continuous period of twelve months from the date of obtaining possession or where a landlord who has obtained possession of a building under subparagraph (iii) of the aforesaid paragraph (a) puts that building to any use or lets it out to any*

*tenant other than the tenant evicted from it, the tenant who has been evicted may apply to the Controller for an order directing that he shall be restored to possession of such building or rented land and the Controller shall make an order accordingly.*

*[(4-A) Where a tenant is evicted from a residential building or scheduled building in pursuance of an order made under section 13-A and the specified landlord or, as the case may be, the widow, widower, child, grandchild or widowed daughter-in-law of such specified landlord,-*

*(a) does not occupy it for a continuous period of three months from the date of such eviction; or*

*(b) within a period of three years from the date of such eviction of the tenant, lets out the whole or any part of such building, from which the tenant was evicted, to any person other than the tenant;*

*such evicted tenant may apply to the Controller, for an order directing that the possession of the building shall be restored to him and the Controller shall make an order accordingly.]”*

11. Having heard the counsel for the parties and having perused the legal provisions and the material on record, this court finds substance in the arguments raised by counsel for the landlords. All the landlords duly appeared before the Rent Controller to depose as to their requirement of the premises. All of them have deposed in unison that they intend to start their own business, as mentioned in the rent petition. Nothing substantial could be extracted from them through their cross-examination. Hence, the landlords have proved their requirement and the

purpose of such requirement; as required under the law. Although the counsel for the tenant has submitted that the requirement of daughter was pleaded and it was not asserted in the rent petition that she was not having any other property in the same urban area or that she had not vacated any other property without sufficient cause, however, this court does not find any such necessity of any such pleading to be raised qua the daughter. As is clear from the facts on record the landlords had not asserted that they intended to settle their sons and daughters separately by creating business for sons and daughters only. Rather, right from the beginning their assertions have been that they intended to start their own business, though with the assistance and involvement of their unmarried daughter and sons. Since the landlords have pleaded their own requirement, therefore, the additional plea of requirement of any other assisting person is totally irrelevant. The rent petition could have very well been decided assessing even the requirement of the landlords only. The same has rightly been considered by the courts below; and both the courts below have come to the right conclusion that the landlords required the premises for their own use and for their own business.

12. Although, the counsel for the revision petitioner-tenant had also submitted that the requirement of the landlord was not *bona fide* because they were having the upper floors of the concerned SCO for starting their own business, however, this argument of the counsel for the revision petitioner-tenant is totally without any substance. First of all the landlord is not required to show any *bona fide* in his requirement as such. The said issue has already been considered by this court in the case of

**Vinod Kohli Vs. Keemti Lal**, in **CR No.7906 of 2017** decided on 31.01.2023, wherein it was held as under:

*“Learned counsel for the petitioner has laid much stress upon the necessity of the petitioner being not bona-fide, however, the Act does not require any bona-fides on the part of the landlord for getting his property back. The Clauses (a) and (b) of Section 13(3)(a)(i) and Clause (ii) of Section 13(3)(a) the Act are totally neutral to the intention of the landlord. Clauses of Section 13(3)(a)(i) and Clause (ii) prescribe only that the landlord may apply for getting possession of a property if he 'requires' it for his own occupation, if he is not in occupation of any other residential building, in case of residential premises, and if he himself is not occupying any rented premises, in case of commercial property. No element of 'necessity' is introduced by the Act and no restriction of requirement being bona-fide is prescribed under the Act. Only Clause (c) introduces some element of discretion of the Court to see whether the landlord had not vacated any other similar building without 'sufficient cause'. Even in that case 'bona-fides; in vacation of other premises is to be seen and not in the requirement of the present premises. Beyond that, there is no requirement of proving any 'bona-fide' qua the requirement of the landlord. Therefore, except in a case where the landlord had vacated some other premises on which he himself was earlier a*

*tenant; just to file the eviction petition against his tenant qua his own and other premises, there is no scope of reading the ingredient of 'requirement' of landlord being 'bona-fide', into the language of the Act. Needless to say that the only provision made in the Act to ensure the ipso facto bona-fide of the landlord at the time of eviction of the tenant is; as contained in Section 13(4) of the Act, which requires that in case, the landlord rents out the premises within a period of 12 months, after getting it vacated through the Rent Controller, then the tenant would be having a right to get the possession back. Besides this requirement, there is nothing in the Act to read into it the condition of any 'bona-fide' intention in the personal requirement of the landlord. This condition of the requirement being 'bonafide' is being unnecessarily introduced into the provisions of the Act by various judgment of various Courts, which otherwise, was never intended by the legislature.*

*Another fallacy being introduced in the language of the Act is that 'requirement' of the landlord is being read as 'necessity' to be proved by him. There is no legal warrant for this interpretation as well. The word used in the Act is 'requires' for his own 'occupation', in case of residential building and for his own 'use', in case of commercial property. None of these words or phrases envisages 'necessity' of the landlord. Needless to say that*

*pedagogically the term 'requirement' represents element of volition or exercise of voluntary option for one out of several options, whereas 'necessity' is emerging from element of compulsion or lack of any other option. Therefore, for filing eviction petition the landlord is not required to plead or prove 'necessity' or lack of option to him. He is free to plead any requirement which he deems appropriate, and if he has proved other facts mention in the section, then it is not for the Courts to look into the genuineness of his requirement. This aspect has been clarified even by the Hon'ble Supreme Court in the case of 'Balwant Singh @ Bant Singh and another vs. Sudarshan Kumar and another' in Civil Appeal Nos.231-232 of 2021, decided on 27.01.2021, wherein it is reiterated that the tenant cannot dictate terms to the landlord."*

13. Otherwise also, the landlords have duly proved the *bona fide* in their requirement. Since they intended to start the business of display and sale of furniture and interior decoration items, therefore, the ground floor would be the most suitable place for the said business. Reliance of the Counsel for the landlord on the judgment of Supreme Court in the case of ***Uday Shankar Upadhyay & Ors. Versus Naveen Maheshwari, 2010(1) SCC 503*** in that regard is well placed.

14. Otherwise also, it is well settled that the tenant cannot dictate the terms to the landlord qua sufficiency of the space. On this

aspect as well, this court had considered the issue in the case of **Vinod Kohli (supra)** as under :

*“Moreover, as is mentioned above, it is well established by now that the tenant cannot dictate the terms to the landlord qua the personal requirement of the landlord. Although, there are certain facts which indicate that the son of the petitioner has been sitting on the counter of the shop adjoining the premises involved in the present petition, however, even if the son is running the business in the adjoining shop, there is nothing to prevent him to enhance his business by getting the shop in question vacated and merging the same with the another shop so that he can enlarge the scope of his business. Needless to say that the landlord is under no legal obligation to remain poor only for the sake of ensuring riches to the tenant. Only prohibition in the Act is that landlord seeking eviction from commercial property himself should not be occupying any other commercial property as a tenant. Having another self owned commercial property is no bar to file an eviction petition. Even the landlord has a right to utilize his properties for enlargement of his business as such. There is no scope for infusing any extra socialism into the Act, other than already embedded in the provisions of the Act, by the Court interpretations. There is already more than sufficient socialism embedded in the Act, where under Section 19, a*

*landlord can be sent to jail even for using his own property as per his desire, just to please a tenant. Moreover, the record itself shows that the respondent-tenant has been utilizing the shop for the past about 50 years, thereby, depriving the landlord of full benefits of his property, and the law cannot be any more indifferent to the plight of the petitioner-landlord.”*

15. Accordingly, no fault could be found with the orders passed by the courts below qua the requirement of the landlord or the same being *bona fide* one.

16. To dislodge the claim of the landlords, learned counsel for the tenant has vehemently submitted that since the record shows that the landlords had tried to pressurize the tenant to increase the rent, therefore, their basic purpose was to enhance the rent only. The said aspect has to be read against the landlords qua the *bona fides* of their requirement. However, as mentioned above, the landlords are not required to prove any *bona fides* qua their requirement. Moreover, the issue of negotiation of increase of rent has been settled by the Supreme Court in **SLP No. 21200-21201 of 2021** titled as **Surinder Singh Dhillon & Ors. Vs. Vimal Jindal**, passed on 22.08.2022, while dealing with an order arising from the present proceedings only. There is no more scope for rearguing the same point, which already stands settled right up to the Supreme Court and between the same parties in the same matter. Otherwise also, the effort of landlords, to increase the rent, has no bearing qua the eviction petition on the basis of personal requirement. Such requirement of the

landlords could arise at any time and they were free to take decision to initiate their own business at any time. The landlord cannot be stopped from taking a decision to start a business at their premises only because they had earlier tried to increase the rent of the said premises which was under the tenant. Hence, even this argument of the counsel for the tenant does not carry any weight.

17. Another argument, which has come up on behalf of the tenant, is that the landlords had not come to the court with clean hands in as much as they had not disclosed the fact that they had vacated another premises by leasing out the same to another tenant after the demised premises was rented out to the present revision petitioner, however, there is no force in this argument, as well. It is obvious from the record and even from the pleadings of the tenant that when the demised premises was given on lease to the tenant-revision petitioner, the landlords were not in requirement of any premises, as such. Therefore, even the other portion of the premises, i.e., SCO No.3015-3016 was given on rent to the other tenant. Giving of one's own property on rent to another tenant, when the landlord does not require the same for his own use; cannot be stretched to the mischief of Section 13(a)(i)(b) & (c). The requirement under these sub-Sections, primarily, emphasizes the fact that the landlord must not have vacated such premises without sufficient cause on which he himself was a tenant or which he was occupying for his own actual use. The landlords were not occupying those portions for own actual use at that time. Hence leasing out the same cannot be treated as vacating the property by the landlord for the purpose of Section 13 of the Rent Act. Hence there was no concealment by the landlords. Otherwise also, leasing out by landlord his own property as per his choice; cannot be pleaded by the tenant as the landlord having vacated any other property; for the purpose of Section 13 of the Rent Act. Moreover, there is no such general principle that a person coming to the court with not clean hands has to be denied the relief by the court of law. Even this issue has been considered by this Court in the case of ***Joginder Nath Chawla (since***

**deceased) through wife Vijay Chawla Versus Mohan Kalra** passed in **CR No.4652 of 2016** on 15.03.2023, the relevant portion of which is reproduced as under:

*“So far as the argument of the counsel for the respondent qua concealment of fact on the part of the petitioner is concerned, even that argument deserved to be rejected. Our system of adjudication being of adversarial adjudication, the parties are entitled to have even the alternative pleas. The adversarial system assumes that the best way to get to the truth of a matter is through a competitive process involving assertions and counter-assertions, so as to determine the correctness of the facts and decide the claims in accordance with law. Our system also does not have dual and parallel stream of Court, like the Chancery Courts and the Common Law Courts; as it once prevailed in the Britain. Denial of relief to a suitor in Courts' discretion is concept of Equity Courts, and not of the Court of law. We have 'Rule of Law' as the basic feature of our Constitution. Hence, we have only Courts of Law. Before a Court of law, if a suitor has availed a legal remedy to claim a legal right and has proved the claim as per the law of evidence to the satisfaction of the Court; then he cannot be denied the relief only because, perceivably, he has not disclosed something, which Court thinks he should have. There is no such discretion available to the Courts of law in exercise of their legal jurisdiction. However, our system is not totally bereft of the equity jurisdiction; as well. But in our system, equity is applicable only to the extent the same is embodied in the statutory law. There are some equity statutes in India, like, The Specific Relief Act, 1963. Beside this, there are equity principles, which are included in various statutes, but to varying extents Requiring parties to the litigation to honestly disclose facts regarding the dispute brought to the Court is one of such principles, which in its*

*metaphorical expression, is known as 'coming to the Court with clean hands'. However, deviation from this principle, does not, always bring the consequences of inviting adverse orders from the Court. The consequences of the deviation from this principle vary from statute to statute, and even within the same statute qua various reliefs. For example, under some statutory provisions, parties are required to come to Court with clean hands, generally. Under some other statutes, they are expected to come with clean hands specifically qua some aspects but without any consequences for default. Whereas, under some statutes; or for some of relief under the same statute, adverse consequences, including denial of relief is prescribed. Under the Specific Relief Act; for other relief, conduct of the party, though is expected to be honestly equitable, yet is not prescribed to be a ground for denial of relief. Rather, qua relief of Specific performance, the conduct of plaintiff is not made available as a defence to the defendant under Section 9, nor the Court is authorized to deny relief to plaintiff on this ground. But under Section 41, the Court is authorized not to grant relief of 'injunction' when the conduct of plaintiff is not clean. Hence, the discretion of Court to deny relief on the ground of party not coming to the Court with clean hands is not of any general application. Rather, it is by way of only exception, and only when specifically provided for in a statute. If there is no provision in the concerned statute, then it cannot be read inbuilt in the general or inherent power of the Court of law. Doing so would negate the 'Rule of Law'."*

18. Under the East Punjab Urban Rent Restriction Act, 1949 as well, there is a provision requiring the landlord and tenant, both, to disclose certain aspect honestly, however, consequence of deviation from such honest disclosures is not prescribed to be the authorization for the

Court to deny relief to a defaulting party. Section 18 of the Punjab Act, 1995 reads as under:

***“Section 18. Landlord and tenant to furnish particulars. – Every landlord and every tenant of a building of rented land shall be bound to furnish to the Controller, or any person authorised by him in that behalf, such particulars in respect of such building rented land as may be prescribed.”***

19. Section 18 of the Act requires only disclosure of the correct particulars of the property involved in the petition; as prescribed; and nothing more. It does not authorize the Court to decline relief only if a party does not give all particulars correctly. Therefore, the party cannot be deprived of the legal remedy; or the right to or right in property; only because such party might have distracted from the correct facts out of fear of losing the property. Therefore, the person coming to the Court with not so clean or even soiled hands; cannot be the basis for declining the eviction to a landlord under the East Punjab Urban Rent Restriction Rent Act, 1949.

20. Moreover, the Constitutional Bench of the Supreme Court in the case of ***Hindustan Petroleum Corporation Ltd. (supra)*** has held that scope of revision by the High Court in rent matter under Section 13 is very limited. In the garb of revision, the High Court cannot act as a court of second appeal. The limited scope for interference is to see whether any procedural lapse has vitiated the orders passed by the courts below. The High Court is not required to reverse the concurrent decisions of the courts below only because a different opinion is possible on the basis of re-appreciation of the material on record. Therefore, it is not for this court to evaluate every nicety of appreciation done by the courts below. Even otherwise, as mentioned above, the landlords have led in evidence

sufficient material to show their personal requirement and have pleaded and proved the ingredients of the Rent Act; as required under the provisions of the said Act. The courts below have rightly come to the conclusion and have rightly passed the order of eviction against the revision petitioner-tenant.

21. In view of the above, finding no merit in the present petitions, the same are dismissed.

22. Although with the dismissal of the present petitions, the tenant has become liable to handover the vacant possession to the landlords immediately, however, since she has been conducting the business from the said premises for quite some time, therefore, it would not be inappropriate to grant her some reasonable time to ensure smooth shifting of her business. Accordingly, the tenant-petitioner is granted time till 31.05.2023 to handover the vacant possession of the premises in question to the landlords, failing which the landlords shall be entitled to get the possession of demised premises with the police help, without requiring any further orders from any court. It is further ordered that any items, found lying in the demised premises on or after 01.06.2023, the same shall be deemed to have been forfeited in favour of the landlords and they shall be free to appropriate the same as their own items/property.

23. The pending application, if any, is also disposed of accordingly.

22<sup>nd</sup> MARCH, 2023  
'raj'

(RAJBIR SEHRAWAT)  
JUDGE

|                            |     |    |
|----------------------------|-----|----|
| Whether speaking/reasoned: | Yes | No |
| Whether Reportable:        | Yes | No |