

CR-5868-2014 (O&M) and other connected cases

204 (5 cases)

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Date of decision: May 03, 2023
CR-5868-2014 (O&M)

1. Kartar Singh @ Kartar Singh AroraPetitioner
versus Harbhajan SinghRespondent

2. Kartar Singh @ Kartar Singh AroraPetitioner
versus Harbhajan SinghRespondent

3. Kartar Singh @ Kartar Singh AroraPetitioner
versus Harbhajan SinghRespondent

4. Kartar Singh @ Kartar Singh AroraPetitioner
versus Harbhajan SinghRespondent

5. Kartar Singh @ Kartar Singh AroraPetitioner
versus Harbhajan SinghRespondent

CORAM: HON’BLE MR. JUSTICE ARUN MONGA

Present:- Mr. Anil Chawla, Advocate for petitioner(s).

Mr. Ajay Rana, Advocate for
Mr. Dilpreet Singh Gandhi, Advocate for respondent(s).

ARUN MONGA, J. (ORAL)

Vide this common order and judgment, above-mentioned five revision petitions are being disposed of since facts are analogues and issues raised therein are common. For brevity, recitals are taken from CR-5868-2014.

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2. Petition herein *inter alia* is for setting aside impugned order dated 23.09.2013 passed by learned Rent Controller, Amritsar whereby ejectment application under Section 13 of the East Punjab Urban Rent Restriction Act, filed by petitioner-applicant seeking ejectment of respondent from shop in question was dismissed. Further sought to set aside impugned order dated 08.05.2014 whereby appeal preferred by petitioner against aforesaid order was also dismissed by learned Appellate Authority, Amritsar.

3. While issuing notice of motion on 08.05.2017, a co-ordinate Bench presided over by G.S. Sandhawalia, J. (as he then was seized of the matter) passed the following order:

“Counsel inter alia submits that the authorities below have rejected the claim of the petitioner-landlord that the agreed rent was Rs.660/- per month and fixed the rent at Rs.550/-. It is submitted that as per order dated 29.10.2011 (page no. 5 of the paper book), rent had been tendered @ Rs.660/- inter se the parties from the period from 01.09.2004 to 28.02.2004. It is accordingly submitted that in the present revision petitions, the claim is from (i) 01.09.2007 to 30.11.2007; (ii) from 01.01.2009 till 31.08.2009 and from 01.09.2009 onwards at the said rate i.e., @ Rs.660/-.

Notice of motion for 10.08.2017.

Lower Court records be requisitioned.

Photocopy of the order be placed on the files of connected cases.”

4. *Apropos*, on a Court query, it is not controverted that for the period 01.09.2004 to 28.02.2007 (for a period of 30 months) rent was tendered at the rate of Rs.660/- by respondent-tenant.

5. At this stage, learned counsel for appellant also points out that in the aforesaid order issuing notice of motion, inadvertently, period has been mentioned as “01.09.2004 to 28.02.2004” instead of “01.09.2004 to 28.02.2007”. Mistake seems to have crept in as the same was wrongly mentioned even in the order dated 29.10.2011 contained at page No.5 of the paper-book.

6. In the premise, I see no reason as to why for the subsequent period, claim of petitioner-landlord be not accepted for payment of rent at the rate of

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Rs.660/- per month. On a Court query, learned counsel appearing on behalf of respondent-tenant is not able to readily furnish any proof of payment to landlord be it at the rate of Rs.660/- or Rs.550/-.

7. Be that as it may, revision petition is accepted to the limited extent that tenant shall have to pay rent at the rate of Rs.660/- for the period from 01.09.2007 to 30.11.2007, 01.01.2009 to 31.08.2009 and from 01.09.2009 onwards till date at the rate of Rs.660/- per month. Needless to say, rent already paid shall be adjusted against the arrears of rent, which are found due after the calculations are carried out.

8. Petitioner-landlord, after carrying out due calculations, shall issue a demand notice to respondent-tenant herein and the payment of arrears shall be cleared within a period of 3 months from the date of demand notice as received by tenant, failing which tenant will be liable for consequences, in accordance with law, including, but not limited to, approaching the learned Rent controller for passing of fresh order in the light of observations/findings herein, for payment of rent arrears and proceed further for eviction, if same are not paid.

9. In view of the aforesaid, impugned order(s) dismissing ejectment petition(s) are modified in above terms.

10. Disposed of, accordingly.

11. Pending application(s), if any, shall also stand disposed of.

(ARUN MONGA)
JUDGE

May 03, 2023

mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No