

CR-6947-2017 (O&M)

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

Reserved on : 21.11.2023

CR-6947-2017(O&M)

Pronounced on: 05.12.2023

Smt. Heera Negi and another

...Petitioners

Versus

Madhu Kalra and another

...Respondents

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. Chetan Mittal, Senior Advocate with
Mr. Kunal Mulwani, Advocate;
Mr. Vikas Thakur, Advocate;
Mr. Ritvik Garg, Advocate for the petitioners.

Mr. Amar Vivek Aggarwal, Advocate and
Ms. Bhavana Anand, Advocate for the respondents.

HARKESH MANUJA, J.

1. By way of present revision petition, challenge has been made to the judgments dated 11.08.2016 and 02.08.2017, passed by the authorities below under the provisions of the East Punjab Urban Rent Restriction Act, 1949 (hereinafter referred to as '1949 Act'), whereby an order of eviction has been passed against the petitioners from the tenanted premises i.e. first floor of residential house No.1593, Sector-7C, Chandigarh.

2. Briefly stating, the respondents claiming themselves to be owner/landlords of the demised portion being first floor of H. No. 1593, Sector-7C, Chandigarh, filed an eviction petition against the

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petitioner-tenants *inter alia* on the grounds of arrears of rent as well as their *bona fide* need. It was pleaded in the eviction petition that property in question was originally owned by one Jaswant Rai Marwah, which in turn inherited to his legal heirs. Subsequently, it was sold in favour of respondent-landlords vide registered sale deed dated 20.11.2014 and this fact was acknowledged by the UT, Chandigarh, Administration while issuing transfer letter dated 29.01.2015. It was further pleaded that despite being made aware of the factum of transfer of property in favour of respondent-landlords, the petitioner-tenants failed to discharge their liability towards payment of rent. It was also claimed that the entire demised premises, including tenanted portion, was required by the respondent-landlords for their *bona fide* necessity for shifting their residence therein. It was again pleaded that respondent-landlords were having old aged parents, besides two grown up children; while the ground floor was to be occupied by their parents; top floor by their children and first floor by respondent-landlords themselves. In the eviction petition, the respondent-landlords disclosed about following three other properties:-

S.No.	Details of property	Explanation for not occupying the same.
1	H. No. 1174, Sector-8C, Chandigarh.	a. Situated on a busy main road, having excessive noise & vehicular pollution, which creates discomfort for the old aged parents besides lot of disturbance for the education of two children. b. Under an agreement to sell with the purchasers, this property was to be vacated by the respondent-landlords on or before 31.05.2015.
2	H. No.1046, Sector-21B, Chandigarh.	Though jointly owned by the respondent-landlords, yet on account of litigation with Estate Office, UT Chandigarh, it could not be occupied besides being an old construction, respondent-landlords intended to

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		demolish the same and reconstruct for the purposes of providing residents to two real brothers of respondent No.2, who were staying on rent but joint in business.
3	H. No.1061, Sector-21B, Chandigarh.	Jointly owned by respondent No.2 with her elder brother, namely, Harish Kalra in equal share, though two other brothers of respondent No.2, namely, Sunil Kalra and Rajiv Kalra were residing therein along with their families under some family arrangements.

In addition, respondent-landlords also pleaded that they intended to repair and renovate all the three portions of the building (demised property), including the first floor, and were in the process of renovating the ground floor as well as second floor, at the time of filing of their eviction petition. In terms of the aforesaid facts, prayer was made for directing the petitioner-tenants to put the respondent-landlords in possession of demised portion, comprising of ‘Entire First Floor of H.No. 1593, Sector-7C, Chandigarh’, by filing eviction petition dated 27.04.2015.

3. Upon notice, petitioner-tenants appeared and contested the prayer made in the eviction petition having filed a joint written statement, wherein the factum of relationship of landlord and tenant was denied, besides even disputing the same with the erstwhile owner i.e. Mr. Atul Rai Marwah and Smt. Sunita Marwah, legal heirs of deceased-Mr. Jaswant Rai Marwah. It was further contended that the first floor of the demised premises was occupied by the petitioner-tenants with an understanding with the erstwhile owner in the presence of respectable persons from locality that they would change its dilapidated condition which would later be sold to them. It was also

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contended that the factum of purchase of property in question by the respondent-landlords, a portion of it already in occupation of petitioner-tenants, speaks volumes about the conduct and behaviour of respondent-landlords of being in a habit of purchasing disputed properties.

4. The Rent Controller vide judgment and decree dated 11.08.2016, ordered eviction against petitioner-tenants while holding that the relationship of landlord and tenant between the parties was established, besides, respondent-landlords proved their *bona fide* need qua demised portion, whereas the petitioner-tenants having failed to prove any kind of agreement in their favour with erstwhile owner against the alleged payment of Rs.7 lakh.

5. Aggrieved thereof, the petitioner-tenants filed first appeal, however, the same was dismissed vide judgment dated 02.08.2017 passed by the Appellate Authority, affirming the findings recorded by the Rent Controller.

6. Impugning the aforementioned judgments and decrees passed by authorities below, learned Senior Counsel representing the petitioners submits that there was an apparent *mala fide* on the part of respondent-landlords while having filed the aforesaid eviction petition, being already in occupation of H.No.1174, Sector-8C, Chandigarh, measuring 1 *kanal* and thus, there was no reason for them to shift to H.No.1593, Sector-7C, Chandigarh i.e. the demised property/premises, measuring only 14 *marlas*. In support of his submissions, learned

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counsel for petitioner-tenants relies upon the judgment passed by the Hon'ble Apex Court in 'Sri Kempaiah Vs. Lingaiah', reported as 2002(1) RCR (Rent) 532, to contend that the present was a case of mere desire and greed rather than need. Relevant paragraph No.8 of the judgment is reproduced as hereunder:-

*“Though it was pleaded that the appellant was under compulsion to vacate the premises under his occupation as his landlord was insisting to vacate the same, yet no evidence was led in that behalf. It may have been a wish or desire of the appellant to occupy the leased premises but he failed to prove the reasonable bonafide requirement as contemplated under Section 21(1)(h) of the Act. The word "require" used in clause (h) of sub-clause (1) of Section 21 of the Act implies something more than a mere wish or impulse or desire on the part of the landlord. Although the element of need is present in both the cases, the real distinction between "desire" and "require" lies in the insistence of the need. There is an element of "must have" in the case of "require" which is not present in the case of mere "desire". The ground mentioned in clause (h) of Sub-section (1) of Section 21 of the Act emphasizes to the genuineness of the requirement of the landlord. The term "reasonable and bonafide requirement" are complementary and supplementary to each other in the context. Dealing with a similar provision under the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947, this Court in **Dattatraya Laxman Kamble v. Abdul Rasul Moulali Kotkunde & Anr. [1999 (4) SCC 1]** held that when the Legislature employed the two terms together the message to be gathered is that requirement must be really genuine from any reasonable standard. Where eviction is sought on the aforesaid ground, a duty is cast upon the court to satisfy itself with the alleged requirement of the landlord. Even in a case where the tenant does not contest or dispute the claim of the landlord and the tenancy is governed by the Rent Control legislation, the court is obliged to look into the claim independently and give a specific finding in that regard.”*

6.1 He further points out that even as per the contents of eviction petition, House bearing No.1174, Sector-8C, Chandigarh, was

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to be vacated by the respondent-landlords, on or before 31.05.2015 as by then they intended to shift to the ground floor and the top floor of the demised premises which were under renovation as per them, however, even till date i.e. after expiry of almost 8 years, the respondent-landlords have not shifted to the said two portions/floors of the demised premises. While referring to the contents of eviction petition, learned Senior Counsel further submits that the respondent-landlords were in the habit of purchasing disputed properties and get those vacated on the ground of personal necessity and as they were already in occupation of three other properties i.e. H.No.1174, Sector-8C, Chandigarh and H. Nos. 1046 and 1061, both in Sector-21B, Chandigarh. He further points out that the factum of occupation of first floor of the demised premises by the petitioner-tenants was even admitted by PW-1 i.e. respondent No.2 in her cross examination. As regards H.No.1046, Sector-21B, Chandigarh, he further submits that it was also debatable as to whether respondent No.2/landlord could rely upon the requirement of his brothers under a family settlement as compared to their own need for a residential premises.

6.2 Learned Senior Counsel for the petitioners also points out that the authorities below went wrong while recording a finding qua relationship of landlord and tenant between the parties, especially in the wake of cross-examination of PW-1/respondent No.2, wherein he deposed that the erstwhile owners never gave him any proof qua factum of tenancy and thus, in absence of proof of relationship of landlord and

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tenant or proof of rate of rent, the relationship between the parties was never established on record. He also points out that once there was no rent receipt or even payment of rent been shown by the respondent-landlords in their income tax return, no finding qua relationship of landlord and tenant between the parties could have been recorded in favour of the respondent-landlords. While referring to Ex. P1 i.e. agreement to sell dated 20.11.2014 and the sale deed of even date Ex. P2 qua the demised premises, executed in favour of respondent-landlords by the predecessor in interest of erstwhile owner Mr. Jaswant Rai Marwah, learned counsel for the petitioner-tenants submits that the factum of tenancy qua demised portion i.e. first floor of H.No.4593, Sector-7C, Chandigarh, was never mentioned in the sale deed dated 20.11.2014 (Ex. P2), however, just to support the case of respondent-landlords, another documents of even date i.e. 20.11.2014 (Ex.P1), in the shape of a agreement to sell was fraudulently entered between the respondent-landlords and the legal heirs of deceased Mr. Jaswant Rai Marwah, wherein the factum of demised portion being in tenancy of the petitioner-tenants came to be mentioned.

6.3 Learned Senior Counsel for the petitioners further submits that there was no need to create two separate documents of even date, in case, the demised property was being sold by the legal heirs of erstwhile owner Mr. Jaswant Rai Marwah, to the respondent-landlords, especially when the contents of both the documents were verbatim the same. He further submits that the ground floor of the demised premises

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was though occupied by the respondent-landlords for a short span of time but was subsequently vacated. He refers to the bills pertaining to water meter connection in the premises for December-2019 and February-2020 to contend that the same were being received against average charges, which fortified his contention that the ground floor and second floor were lying vacant and not occupied by respondent-landlords.

6.4 On the point of relationship between the parties, learned Senior Counsel representing the petitioners, contended that unless there was any proof of payment of rent, no finding qua relationship of landlord and tenant between respondents and petitioners could have been recorded by the authorities below. In support, he relies upon the decisions passed by this Court in case of 'Smt. Kailash Wati Vs. Badri', reported as 2004(1) RCR (Rent) 199; 'Tarlok Singh Vs. Harnam Singh and anr.' reported as 1974 RLR 429 and 'Mohinder Singh Vs. Ram Narh' reported as 1985(1) RCR (Rent) 642.

Relevant paragraph No.5 of case of Smt. Kailash Wati (supra), is reproduced hereunder:

“xxx

The most important evidence to establish the relationship of landlord and tenant is the passing of consideration as rent. No acceptable evidence has been produced at the hands of the landlady establishing the payment of rent by Badri to her. The only witness produced by the landlady besides herself is Hari Chand RW2. Hari Chand is

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the landlady's brother-in-law. Even Hari Chand did not affirm the passing of rent from Badri to KailashWati.

xxxx”.

Relevant paragraph No.7 of case of Tarlok Singh (supra), is reproduced hereunder:

“xxx

In the instant case neither any agreement nor any writing about the direct tenancy of the land in suit of the plaintiff has been produced by Harnam Singh, defendant No.2. It is not stated as to what rent in cash or kind he had been paying. His bald statement to the contrary has no value and was rightly rejected by the trial Court. For all these reasons it is held that the appellate court misread these documents and wrongly decided that Harnam Singh, defendant was a direct tenant of Khasra Nos. 237/175 and 238/175 in suit under the plaintiff. As a result the decision of the lower Appellate Court on issue Nos.1 and 2, is reversed and that of the trial Court is restored.”

xxx.

Relevant paragraph No.5 of case of Mohinder Singh (supra), is reproduced hereunder:

“Admittedly, there was no document evidencing the tenancy of the premises, in question, in favour of the respondent by the petitioner. The mere fact that the petitioner is the owner of the premises does not prove that the respondent was inducted as a tenant by him and, thus, he had become the landlord qua him. In that situation, the petitioner will be entitled to dispossession the respondent on the basis of his title in accordance with law, but not as a landlord on the basis of his ownership of the premises alone, under the Act.”

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Learned Senior Counsel further points out that in the absence of any evidence regarding payment of rent, merely on the basis of assertions in the agreement to sell dated 20.11.2014 (Ex. P1) regarding tenancy of petitioners qua the demised portion, the authorities below went wrong while recording the findings qua the relationship of landlord and tenant between the parties.

7. On the other hand, learned counsel for the respondent-landlords submits that specific minute details were mentioned in the eviction petition, as regards the month and year of induction of petitioners as tenants besides the rate of rent and the period from which it was payable. He contends that in the absence of same having been specifically controverted/denied, it resulted into admission on the part of the petitioner-tenants qua those aspects, even though in the preliminary objections taken in the written statement, the factum of relationship of landlord and tenant was denied in general by petitioner-tenant. In this regard, learned counsel for respondent-landlords placed reliance on Order 8 and Rule 5 CPC to contend that every allegation-averment of fact stated in the plaint, if not denied specifically or by necessary implication or stated to be not admitted in the pleadings/written statement was to be taken as admitted.

7.1 Learned counsel for the respondent-landlords further submits that in the application dated 27.08.2015, moved under Order 1 Rule 10 CPC, which was filed at the instance of petitioner-tenants on their appearance before the Rent Controller, a prayer was made for

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impleading the original owner as a necessary party, while referring him as landlord. The said application was though declined by the Rent Controller vide order dated 18.11.2015, recording that original owner was not a necessary party, however, the same remained part of the original record of eviction proceedings besides, having been put to petitioner No.1 (RW-1) and was made a part of evidence as Ex. PX. He further refers to an application dated 01.10.2015 filed for setting aside of the ex-parte order dated 25.09.2015, wherein petitioner-tenants again referred the original owner being the landlord. He also refers to the affidavit of examination-in-chief (Ex. RW1/A), submitted by petitioner No.1 to contend that again the term landlord was used for the erstwhile owner.

7.2 While referring to the cross-examination of petitioner No.1/Heera Negi (RW-1), learned counsel for the respondent-landlords also points out that as per her admission, the applications Exs.PX and PY were drafted by her counsel on her instructions. He further refers to Ex. P1 to contend that the factum of first floor of demised premises being in occupation of petitioner No.1 as tenant on monthly rent of Rs.18,000/- was even recorded in the agreement to sell dated 20.11.2014 and thus, the relationship of landlord and tenant was duly established. Learned counsel also points out that the bonafide need of the respondent-landlords was duly established on record and there was no malafide on their part while seeking eviction of petitioner-tenants from the demised portion.

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8. I have heard learned counsel for the parties and gone through the paper-book and the records of the authorities below, besides, the Judgments cited at bar.

9. In the present revision petition, based on pleadings and the evidence led by the parties as well as on the basis of findings recorded by the authorities below, following points call for the consideration by this Court:

- i. Whether there existed a relationship of landlord and tenant between the parties?*
- ii. Whether the eviction petition filed at the instance of respondent-landlords was mala fide, once they knew the factum of occupancy qua first floor with the petitioner-tenants, even before purchase?*
- iii. Whether in the wake of three other properties owned by respondent-landlords, their requirement qua the demised premises could be termed to be mere a wish or desire?*

All these questions are being discussed in details in the following paragraphs.

10. The first question to be determined by this Court in the facts and circumstances of the present case is:

- i. Whether there existed a relationship of landlord and tenant between the parties?**

10.1 Though in the preliminary submissions made in written statement(s), the relationship of landlord and tenant between the parties was denied by petitioner-tenants, however, specific and categoric

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assertions were made in the eviction petition as regards the induction of petitioners being tenants in the demised portion, since February-2013 besides, arrears of rent since January-2014 @ Rs.18,000/- per month were also claimed. These precise and particular averments were required to be specifically and categorically denied and the evasive denial qua the specific assertions by the petitioner-tenants needs to be taken as their admission qua the relationship. In **“Badat and Co., Bombay vs East India Trading Co.”**, reported as 1964 AIR (Supreme Court) 538, it was held by Hon'ble Apex Court that if in written statement, denial of a fact is not specific but evasive, the said fact shall be taken to be admitted. Relevant para of the same is reproduced hereunder:

"11. Order 7 of the Civil Procedure Code prescribes, among others, that the plaintiff shall give in the plaint the facts constituting the cause of action and when it arose, and the facts showing that the court has jurisdiction. The object is to enable the defendant to ascertain from the plaint the necessary facts so that he may admit or deny them. Order 8 provides for the filing of a written-statement, the particulars to be contained therein and the manner of doing so; Rules 3, 4 and 5 thereof are relevant to the present enquiry and they read :

Order 8 Rule 3. It shall not be sufficient for a defendant in his written statement to deny generally the grounds alleged by the plaintiff, but the defendant must deal specifically with each allegation of fact of which he does not admit the truth, except damages.

R. 4. Where a defendant denies an allegation of fact in the plaint, he must not do so evasively, but answer the point of substance. Thus if it is alleged that he received a certain sum of money, it shall not be sufficient to deny that he received that particular amount, but he must deny that he received that sum or any part thereof, or else set out how much he received. And if an

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allegation is made with diverse circumstances, it shall not be sufficient to deny it along with those circumstances.

R. 5. Every allegation of fact in the plaint, if not denied specifically, or by necessary implication or stated to be not admitted in the pleading of the defendant, shall be taken to be admitted except as against a person under disability.

Provided that the Court may in its discretion require any fact so admitted to be proved otherwise than by such admission.

These three rules form an integrated code dealing with the manner in which allegations of fact in the plaint should be traversed and the legal consequences flowing from its non-compliance. The written-statement must deal specifically with each allegation of fact in the plain and when a defendant denies any such fact, he must not do so evasively, but answer the point of substance. If his denial of a fact is not specific but evasive, the said fact shall be taken to be admitted. In such an event, the admission itself being proof, no other proof is necessary.

xxx ”

10.2 Moreover, in their two civil misc. applications filed during the pendency of eviction petition before the Rent Controller, one invoking Order 1 Rule 10 CPC, as well as another application while praying for setting aside ex-parte proceedings, the original owner of the property i.e. predecessor in interest of the respondents i.e. vendors/predecessors in interest of the respondent-landlords was clearly termed as landlord. Thus, for the aforesaid reasons, it was sufficiently established that by their own act and conduct being reflected through their pleadings before the Rent Controller, the petitioner-tenants were conscious of their status of being tenants over the demised portion of the property in question. Furthermore, having pleaded themselves to be in occupation of the premises in question being in its permissive

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possession, which was admittedly handed over to them by the original owner-Mr. Jaswant Rai Marwah, adverse inference needs to be drawn against their denial to the factum of relationship of landlord and tenant with the original owner, they having failed to establish their plea of possession been handed over to them against some arrangement/agreement with the original owner, for consideration. Since petitioners became tenants of the demised premises qua respondent-landowners, on account of changed ownership in their favour and original landlord was not part of the proceedings, it was not possible for the respondent-landlords to have proved the payment of rent and receipt thereof. Therefore, in the factual aspect of the case, the judgments cited by the learned Senior Counsel for the petitioners would come to his rescue. In view of this discussion, the petitioners are held to be the tenants of the respondent-landlords.

11. The second question to be determined by this Court in the facts and circumstances of the present case is:

- i. Whether the eviction petition filed at the instance of respondent-landlords was *mala fide*, once they knew the factum of occupancy qua first floor of demised premises with the petitioner-tenants, even before purchase?**

11.1 Another plea has been raised at the instance of petitioner-tenants that the eviction petition filed at the instance of respondent-landlords was a mala fide act on their part, as in the cross-examination of respondent No.2-landlord while appearing as PW-1 he admitted that

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at the time of purchase of demised property, they knew about the occupation of its first floor by the petitioner-tenants and despite that they purchased the same for their need. To this, in the considered opinion of this Court, more than sufficient explanation has been rendered by the respondent-landlords for having purchased the demised premises despite they occupying and residing in House No.1174, Sector-8C, Chandigarh. In this regard, a positive case has been set up by the respondent-landlords in the eviction petition that though they were residing in House No. 1174, Sector-8C, Chandigarh, however, the same was located on a busy main road and due to excessive noise and vehicular pollution, it was creating discomfort for the old aged parents besides, creating a lot of disturbance towards the education of two children and thus, the same not being suitable, they intend to shift to the demised premises. The same plea was re-iterated by respondent No.2-landlord in his deposition while appearing as PW-1 and the same was never rebutted by the petitioner-tenants either by putting any contrary suggestion to PW-1 in his cross-examination or by leading any independent evidence to the contrary. The relevant extract from paragraph No.7 of cross-examination of PW-1/respondent No.2-landlord, is reproduced hereunder:-

“xxxx

The previous owners of the house had already told me that respondents were there tenants but they did not give any proof with regard to the factum of tenancy. Similarly they did not give me any rent receipt or details of deposit of rent by respondents. It is incorrect to suggest that the erstwhile owners did not have any proof of

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tenancy with respondents due to the commitments allegedly with respondents with regard to eviction of houses and repair of house to make it habitable. When I purchased the house, at that time the previous owners had given me the electricity bills in respect of the house in question for which payments had been made by them. It is incorrect that payments of electricity bills of whole of house had been made by respondents. The last months electricity bills only were handed over to me by previous owner. It is incorrect to suggest that I am into the business of purchase of disputed properties and to get the tenants evicted thereafter. It is incorrect to suggest that there was any litigation regarding H. No.1061, Sector-21/B, Chd. Moreover, there was writ petition filed by me against Estate Officer regarding H. No.1046, Sec. 21/B Chd in the Hon'ble High Court as the Estate Officer was not transferring the said house in my name. Other than this there was no litigation qua any of the houses owned/occupied by me. I am asking the arrears of rent in respect of the demised premises w.e.f. Feb. 2013. Though I had become owner of H.No.1593, Sec. 7 Chd in the year Nov. 2014. Again said arrears of rent are being asked from respondents w.e.f. Feb. 2014”.

Accordingly, in the facts and circumstances of the present case, though the respondent-landlords at the time purchase of demised premises knew that the first floor thereof was in occupation of petitioner-tenants, their purchase or even filing of the eviction petition on the ground of bona fide need for occupying the same for the convenience of their old aged parents and children cannot by any stretch of imagination be termed to be mala fide on their part.

12. The final question to be determined by this Court in the facts and circumstances of the present case is:

ii. Whether in the wake of three other properties owned by respondent-landlords, their requirement qua the demised premises can be termed to be mere a wish or desire?

12.1 Ownership of other properties was duly admitted by respondent-landlords in the eviction petition and reasons for not occupying those were also explained against each property, which is being discussed below in detail & contentions by the learned counsel for the petitioners are answered in the following manner:-

S. No	Details of property	Explanation for not occupying the same.
1	H. No. 1174, Sector-8C, Chandigarh.	a. Situated on a busy main road, having excessive noise & vehicular pollution, which creates discomfort for the old aged parents besides lot of disturbance for the education of two children. b. Under an agreement to sell with the purchasers, this property was to be vacated by the respondent-landlords on or before 31.05.2015.

12.1.1 Explanation given by the respondent-landlords that this property was located on a busy main road and due to excessive noise and vehicular pollution, it was creating lot of disturbance in the studies of their children as well as discomfort to the old aged parents has gone un-rebutted from the side of petitioner-tenants in its written statement or even during cross-examination of PW-1. Therefore, because of its peculiar location, explanation provided by the respondent-landlords sounds reasonable and thus needs to be accepted.

12.2 Details of Second property owned by the respondents and its explanation is provided below:

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S. No	Details of property	Explanation for not occupying the same.
2	H. No.1046, Sector-21B, Chandigarh.	Though jointly owned by the respondent-landlords, yet on account of litigation with Estate Office, UT Chandigarh, it could not be occupied besides being an old construction, respondent-landlords intended to demolish the same and reconstruct for the purposes of providing residents to two real brothers of respondent No.2, who were staying on rent but joint in business.

12.2.1 Having old construction, this property was required to be demolished and two brothers of respondent No.2, namely, Chander Kalra and Deepak Kalra, were to shift therein.

As per settled preposition of law, the tenant cannot be permitted to dictate terms to the landlord. Once the landlord intended to shift to the demised premises and wanted his two brothers to occupy his other owned property, upon demolition and re-construction, the need qua the demised premises cannot be held to be mere desire or wish, as always it is the priority of the landlord owning number of properties to decide, which one to occupy for his better convenience.

12.3 Details of third property owned by the respondents and its explanation is provided below:

S. No	Details of property	Explanation for not occupying the same.
3	H. No.1061, Sector-21B, Chandigarh.	Jointly owned by respondent No.2 with her elder brother, namely, Harish Kalra in equal share, though two other brothers of respondent No.2, namely, Sunil Kalra and Rajiv Kalra were residing therein along with their families under some family arrangements.

12.3.1 Admittedly this property is jointly owned by respondent No.2 with his elder brother, namely, Harish Kalra, both having equal shares. Being joint, this property as compared to the demised premises which is exclusively owned by respondent -landlords would obviously be less as regards their bona fide need for the property in question i.e. H.No.1174, Sector-7C, Chandigarh.

13. The plea raised by the petitioner-tenants that the respondent-landlords did not occupy the ground floor and top floor of the demised premises during pendency of the eviction petition, which is based on the subsequent developments, sought to be brought on record by way of application for producing on record photographs and the water charges bills is even devoid of merits. In the humble opinion of this court, it is quite natural that the respondent-landlords having thought of doing so, and undisputedly, even after occupying the ground floor of the demised premises for a short span, left it vacant for not been able to renovate and reconstruct the same as per their need and requirement, in the absence of them having exclusive possession of the entire demised premises with them, especially the first floor being occupied by petitioner-tenants. The respondent-landlords having not renovated and reconstructed the two portions of the demised premises available with them may not reflect upon their bonafide adversely enough, in the given facts, when they undoubtedly could not rebuild the

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entire demised premises in one go, to make it convenient and comfortable as per their requirement and choice and also in a cost efficient manner. Moreover, it has come on record that the respondent-landlord vacated House No.1174, Sector-8C, Chandigarh and under compelling circumstances even shifted to one of their properties in Sector-21B, Chandigarh. Thus, in view of the above discussion, the subsequent events, sought to be relied upon by the petitioner-tenants have no material bearing on the merits of revision petition, therefore, being not indisputably relevant, all the applications filed in this regard are accordingly, dismissed being devoid of merits.

14. Therefore, in view of the discussion held above, the revision petition is dismissed and the judgments/orders dated 11.08.2016 and 02.08.2017, passed by the authorities below are upheld, finding no illegality or perversity in the eviction order passed against the petitioner-tenants.

15. Pending application(s), if any, shall stand(s) disposed off.

05.12.2023

Mangal Singh

(HARKESH MANUJA)
JUDGE

Whether Speaking / Reasoned :	Yes	No
Whether Reportable :	Yes	No