

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

CR-2499-2022 (O&M)

Date of decision: 20.01.2023

Simerjit Kaur

...Petitioner

Versus

Arun Kashyap and another

...Respondents

CORAM: HON'BLE MR.JUSTICE H.S. MADAAN

Present: Mr. Ashok Bhardwaj, Advocate for the petitioner.

H.S. MADAAN, J.

Briefly stated facts of the case as per version of petitioner/plaintiff Simerjit Kaur are that she had taken on rent basement of SCO No.27 (27-A), Bella Homes, Old Ambala Kalka Highway, Bhankharpur, Tehsil Dera Bassi, District Mohali (hereinafter referred to as the demised premises) from respondent No.2 Charanjit Singh in the month of August 2017 on payment of Rs.6000/- per month, vide rent agreement dated 09.08.2017. Later on, respondent No.2 Charanjit Singh informed petitioner Simerjit Kaur that he had sold the property to respondent No.1 Arun Kashyap in December 2021. Accordingly, rent agreement dated 01.01.2022 was entered into between the petitioner and respondent No.1 Arun Kashyap. The rent was agreed to be Rs.8500/- per month. The electricity and water charges were to be paid by the petitioner/tenant. Thereafter, respondent

No.1 started harassing and compelling the petitioner to vacate the demised premises. The petitioner had filed a suit for grant of permanent injunction against the respondents on 10.03.2022 and vide order dated 12.03.2022, Addl. Civil Judge (Sr. Divn.) Derabassi granted ad-interim injunction to the petitioner against the respondents, restraining the respondents from interfering into or dispossessing the petitioner/plaintiff from the demised premises except in due course of law. Respondent No.1 had put in appearance and filed written reply. Respondent No.2 had also filed written reply. They had admitted the aspect of supply of electricity to demised premises besides other facilities. Thereafter, respondent No.1 filed an ejectment petition against the present petitioner.

On 23.04.2022, elder brother of respondent No.2 namely Jasvir Singh Modi along with his son Pavneet Singh Modi came to the demised premises on the pretext of compromising the matter and then threatened the petitioner with dire consequences, if she did not vacate the premises. On that very day, at 3.00 pm, they forcibly disconnected the electricity supply. The petitioner then filed an application before the trial Court for restoration of electricity connection, however, that application was wrongly dismissed by the trial Court of Addl. Civil Judge (Sr. Divn.), Derabassi, vide impugned order dated 31.05.2022, leaving the petitioner aggrieved and she has approached this Court by way of filing the present revision petition.

Notice of the revision petition was given to the respondents, however, they did not put in appearance.

I have heard learned counsel for the petitioner besides going through the record and it transpires that the petitioner is in possession of the demised premises as a tenant earlier under Charanjit Singh respondent No.2 and now under Arun Kashyap respondent No.1. A look at the rent agreement said to have been entered into between the present petitioner and respondent No.2 Charanjit Singh goes to show that it was liability of the tenant to pay electricity bills, water charges etc., which means that electricity supply to the demised premises was there. In the rent agreement between the petitioner and respondent No.1 dated 01.01.2022, similar clause is there, that means, the electricity was being supplied to the demised premises in possession of the petitioner. Even otherwise, in these times, it is unthinkable to work in a shop without electricity. It is specific case of the petitioner that during pendency of the suit in order to pressurize her to vacate the premises in question, brother of respondent No.2 along with another person had disconnected the electricity supply. It is indeed an illegal act. The petitioner was justified in approaching the Court seeking restoration of the electricity supply, which was wrongly disconnected, however, the trial Court clearly fell in error in dismissing that application, when it called for acceptance. The impugned order passed by the trial Court is not sustainable. The same is accordingly set aside.

Resultantly, the application filed by the petitioner calls for acceptance. The same is allowed and electricity supply to the demised premises in the form of shop in possession of the petitioner is ordered to be restored till final decision of the suit filed by the petitioner against the respondents. Of course, the petitioner shall bear the liability to pay electricity charges in terms of the rent agreement between her and respondent No.1. The trial Court would issue necessary direction to the Electricity Board to restore the electricity supply to the shop in possession of the petitioner.

The revision petition stands allowed.

However, nothing discussed above shall be construed as any opinion on the merits of the case.

20.01.2023

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(H.S. MADAAN)
JUDGE

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