

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

CR-2556-2022 (O&M)

Date of Decision: February 16, 2023

Mangat Ram

...Petitioner

Versus

Chanchal Rani

...Respondent

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Sahil Khunger, Advocate
for the petitioner.

Mr.Vaibhav Sehgal, Advocate
for the respondent.

ARCHANA PURI, J.

Challenge in the present revision petition is to the order dated 26.11.2021 (Annexure P-3) passed by learned Rent Controller, whereby, provisional rent was assessed at the rate of Rs.18,000/- per month, w.e.f. March 2020, till 30.11.2021 and order dated 27.04.2022 (Annexure P-5) passed by learned lower Appellate Court, whereby, the order passed by learned Rent Controller was affirmed.

Initially, a petitioner under Section 20 of the Punjab Rent Act was filed by Chanchal Rani against Mangat Ram-present petitioner, for seeking his ejection from the shop, which is Annexure P-1. During the pendency of the said petition, the provisional rent, as stated aforesaid, was assessed and feeling aggrieved, the petitioner had filed the present petition.

So far as, relationship between the petitioner and the respondent, as such, is concerned, is not disputed. However, it is the claim of the petitioner (tenant) that initially, the demised shop was taken, on rent @ Rs.18,000/- per month the period of 11 months w.e.f. 03.03.2022 and it was further agreed to enhance rent by Rs.500/- per month, after expiry of each year, if he retains the property, beyond the period of 11 months. In this regard, one rent agreement was reduced into writing, on stamp paper no.M-240581 of Rs.500/- between the parties. Rs.1 lakh was agreed to be paid as security. Further, it is the version of the petitioner that subsequent rent agreement was executed between the parties, wherein, the rent was mentioned as Rs.4,000/- per month from Rs.18,000/- per month and also security amount of Rs.3 lakh, instead of Rs.1 lakh, was agreed between the parties and an amount of Rs.2.5 lakh, besides the amount of Rs.50,000/-, earlier given, was paid.

On the contrary, learned counsel for the respondent has assiduously resisted the claim of the petitioner. So far as, the inception of tenancy, at first instance, for the period of 11 months, w.e.f. 03.03.2020, at the rate of Rs.18,000/- per month, as such, is not disputed by the respondent-landlady. Even, the execution of the rent agreement, as such, is not disputed. However, it is submitted that subsequent rent agreement is forged and fabricated. No rent was reduced from Rs.18,000/- per month to Rs.4,000/- per month and no security amount of Rs.3 lakh was agreed, as asserted by the petitioner-tenant. Even, receipt of the same, as such, has been denied. Rather, learned counsel for the respondent had brought on record, certain documents, to assert that the material facts, having bearing

on the controversy, vis-a-vis, the execution of the subsequent rent note, have been concealed by the petitioner.

It is further submitted by learned counsel for the respondent that at time of issuance of notice of motion, it weighed in the mind of this Court, about mention of the subsequent rent note, in the ejectment petition, in paragraph No.3, wherein, it is stated that it is forged and fabricated. It was observed in the order dated 08.07.2022, nowhere, the manner, in which, the landlady came to know about the subsequent rent note and same to be forged and fabricated, has been mentioned. In this regard, it is submitted that material facts, as such, have been concealed by the petitioner. The plaint as well as the written statement and the replication of the civil suit, earlier filed by the petitioner, have been filed today by learned counsel for the respondent.

From rent agreement Annexure P-6, it is evident that inception of tenancy was w.e.f 03.03.2020. The ejectment petition was filed in June 2020. However, the documents, as filed today, by learned counsel for the respondent, it is evident that prior to the filing of the ejectment petition, the suit titled '**Mangat Ram vs. Chanchal Rani**', for issuance of permanent injunction was filed by Mangat Ram against landlady Chanchal Rani and other two persons, namely, Prem Kumar and Chahat Pruthi. Therefore, besides the mention of the first rent note, the fact whereof, is not disputed, between the parties, there is also mention of subsequent rent note, wherein, it is stated about the tenancy amount, to have been reduced from Rs.18,000/- to Rs.4,000/- and also about the enhancement of the security amount as Rs.3 lakh. However, this fact of suit pending between the

parties, as such, was not disclosed by Mangat Ram, at the time of filing of the present revision petition. In fact, submission was made that it was only, in the ejectment petition that landlady herself has made mention of the subsequent rent note, to have been executed, though, she submitted the same to be forged and fabricated document. It is significant to note that after filing of the civil suit by the present petitioner, the ejectment petition was filed by the respondent, which is Annexure P-1. No doubt, in the ejectment petition, in paragraph No.3, there is mention of subsequent rent note, which is alleged to be forged and fabricated and all terms, as now asserted by the petitioner, are also mentioned therein, but however, it is a specific plea taken by the respondent-landlady that she has never executed or signed any alleged agreement, reducing the rent to Rs.4,000/- per month and her signatures, are forged and fabricated. Also, there is specific mention made about the witness to the said rent note, namely, Gurbachan Singh, to have also duly sworn his affidavit, where he has declared that this rent agreement is forged. Relating to the same, a complaint has also been made before the police authorities.

Also, further it is pertinent to mention that note had been given about the pendency of the civil suit for permanent injunction, having filed at the instance of Mangat Ram against Chanchal Rani and others, which is pending before the Court below. This note has been specifically given in the head note of the ejectment petition.

Taking into consideration the aforesaid circumstances, it is pertinent to mention that although, it is assiduously, throughout argued by learned counsel for the petitioner about the manner, in which the

subsequent rent note was mentioned, had not been disclosed by the respondent, but however, this fact, came to the notice of the respondent-landlady, only in pursuance of the filing of the civil suit by the petitioner, which fact, as such, has not been disclosed by the present petitioner.

Considering the aforesaid circumstances, it is pertinent to mention that since relationship, as such, is not disputed between the parties, the rent agreement, at first instance, which had been executed between the parties and the veracity whereof, is not disputed, which has been placed on record as Annexure P-6, is to be considered for all intents and purposes. Even though, there is mention made about the enhanced amount of security having been paid by the petitioner, but however, no particulars of the date, as to when, it was paid, has been disclosed. No receipt had been obtained regarding amount of Rs.2 lakh, having been paid to the landlady, as submitted. There is not even a single receipt in the hands of the petitioner-tenant, to substantiate this plea of subsequent rent note, having been executed and acted upon by the parties.

In the given circumstances, on the basis of the rent note, which had been initially executed, between the parties, the fact whereof, is not disputed between the parties, learned Rent Controller has rightly assessed the provisional rent, which calls for no interference.

As such, the present revision petition sans merit and the same is hereby dismissed.

February 16, 2023
Vgulati

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No