

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

Sr. No.135

Case No. : CR No. 4992 of 2023

Date of Decision : August 31, 2023

B. N. Khalsa Educational Trust		Petitioner
vs.		
Parminderjit Kaur		Respondent

CORAM : HON'BLE MR. JUSTICE GURBIR SINGH.

* * *

Present : Mr. Ashish Verma, Advocate
for the petitioner.

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GURBIR SINGH, J. :

1. Challenge in this revision petition filed under Article 227 of the Constitution of India is to the order dated 01.08.2023 (Annexure P-4), passed by learned Civil Judge (Junior Division), Patiala (for brevity – Trial Court), whereby application moved by the petitioner under Section 8 of the Arbitration and Conciliation Act, 1996 (for brevity – the Act), has been dismissed.

2. The facts, as culled out from the paper-book, are that the respondent/plaintiff has filed a suit for mandatory injunction for directing the petitioner/defendant to hand over vacant possession of the shop, as mentioned in the head note of the plaint (Annexure P-1), allegedly on the ground that her husband had entered into lease agreement with the petitioner, for payment on monthly basis, with certain increase every year, for a period of three years. The petitioner filed rent petition. The same was

withdrawn. Another rent petition was also filed. The same was also withdrawn. The license fee was regularly being paid. Her husband expired and she came into possession of the property. She fell ill and during her long illness, the petitioner put locks on the shutter of the shop and thereafter, demolished the back wall of the shop in question and committed theft of the articles lying therein. The suit was filed for handing over the possession of the shop, restoring the back wall and for returning the articles which were lying in the shop and illegally taken away.

3. An application was filed by petitioner/defendant under Section 8 of the Act, which was dismissed vide the impugned order dated 01.08.2023 by the learned Trial Court.

3. Learned counsel for the petitioner has submitted that the respondent/plaintiff is seeking possession on the basis of agreement dated 01.01.2000. As per Clause 15 of the said agreement, any dispute arising out of the said agreement was required to be adjudicated upon by the Arbitrator. So, the learned Trial Court was bound to refer the dispute to the Arbitrator. It has further been argued that the learned Trial Court has wrongly held that the suit has not been filed with regard to dispute over non-payment of rent.

4. I have heard the submissions of learned counsel for the petitioner and also perused the case file.

5. The agreement executed between the petitioner and late husband of the respondent is admitted. As per the agreement, the property in question was given to the late husband of the respondent, on monthly license fee. He has expired. The respondent, as his widow, has stepped into his shoes. The petitioner filed two ejectment petitions. The same were however

withdrawn. The instant suit is only for mandatory injunction for restoring the possession of shop as well as the back wall and handing over the articles taken from the shop in question by the petitioner. Written statement was filed by the petitioner. It is not the case of the petitioner that possession of the shop in question was taken by adopting due course of law. So, the dispute arising between the parties is not out of the agreement in question but with regard to taking possession without adopting due course of law.

6. In view of the aforesaid, I do not find any illegality in the impugned order passed by the learned Trial Court.
7. Accordingly, there is no merit in the instant revision petition and the same is hereby dismissed in limine.
8. Pending applications, if any, shall stand disposed of along with this judgment.

August 31, 2023
monika

(GURBIR SINGH)
JUDGE

Whether speaking/reasoned ?	Yes/No.
Whether reportable ?	Yes/No.