

132.

2024:PHHC:001453

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-53-2024 (O&M)

Date of decision: 08.01.2024

Pavas Ahuja

... Petitioner

Versus

Surinder Kaur

... Respondent

CORAM: HON'BLE MR. JUSTICE GURBIR SINGH

Present: Mr. Rajiv Kataria, Advocate, for the petitioner.

GURBIR SINGH, J.

CM-195-CII-2024

Prayer in this application filed under Section 151 CPC is for exemption from filing certified and typed copy of order dated 02.12.2023 passed by learned Rent Controller, Chandigarh.

For the reasons mentioned in the application, same is allowed.

CR-53-2024 (O&M)

1. Dissatisfied with the provisional assessment of rent, petitioner-tenant has approached this Court for setting aside the order dated 02.12.2023 passed by learned Rent Controller, Chandigarh.
2. The relationship of landlord and tenant is admitted. The demised premises i.e. Booth No.48, Sector 46-C, Chandigarh was taken on rent by the petitioner from the respondent vide lease agreement dated 19.07.2016 (Annexure P-1) for a period of three years. It is after the expiry of said period, another lease agreement (Annexure P-2) was

executed in the year 2019. The rate of rent was mentioned as Rs.52,000/- per month. Clauses No.3 and 4 of said lease agreement read as under:-

“3. *ENHANCEMENT*

There shall be increase in the lease rental money @ 7.5% from 01 August 2021 onwards, i.e. after completion of Two year till the tenure of this lease deed.”

4. *EXPIRY*

That after the expiry of three years lease period, the lessee shall hand over the vacant physical possession of said premises to the lessor immediately in original conditions without damaging the schedule premises. If lessee does not vacate the tenanted premises on the expiry of three years lease period, he shall be liable to pay 24% increase per annum on the last paid rent on the start of forth year and this practice will follow after every year.”

3. The learned Rent Controller keeping in view that the landlord is only claiming increase of 7.5% per annum, so considered the said enhancement clause of rate of rent for assessing the provisional rent.

4. Learned counsel for the petitioner has argued that the learned Rent Controller has wrongly mentioned that the enhancement clause was for per annum whereas the lease agreement was for 3 years. From August, 2021, there was enhancement clause, which means it was only for one year and not beyond that. The clause regarding 24% increase is as penalty and same cannot be given effect. The petitioner has become statutory tenant and is liable to pay rent @ Rs.55,000/- per month.

5. I have heard the submissions of learned counsel for the petitioner-tenant.

6. Only provisional rent is assessed. The word “provisional” itself signifies that it is meant for present time and same may be changed in future. Since the petitioner is in possession of demised premises which is commercial property from the year 2016 and every year, there is enhancement of rent @ 7.5%, so for the purpose of assessment of provisional rent, the learned Rent Controller took the same into consideration and did not consider 24% increase as per clause 4. Moreover, in clause 3, mentioned above, the word “onwards” is there. If it was meant only for one year, then there was no question of writing the word “onwards”.

7. In view of above, this Court does not find any illegality in the order passed by the learned Rent Controller. The revision petition is without any merit and it is dismissed accordingly.

8. The above mentioned observations are only for the purpose of disposing of this revision petition and have no effect on the merits of the case.

9. Pending application, if any, shall also stand disposed of.

(GURBIR SINGH)
JUDGE

January 8, 2024

sanjeev Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No