

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-1112-2024

The Elegance and others

...Petitioners

Versus

M/s Param Hospitality Pvt. Ltd. and others

...Respondents

CR-1114-2024
Pronounced on: 19.03.2024

The Elegance and others

...Petitioners

Versus

Paramjit Singh and another

...Respondents

CORAM: HON'BLE MRS JUSTICE RITU TAGORE

Present: Mr. Amit Jain, Senior Advocate with
Mr. Aryaman Thakur, Advocate
for the petitioner in both petitions.

Mr. S. S. Behl, Advocate with
Mr. Vidul Kapoor, Advocate
for respondents No.1 and 2 in CR-1112-2024 and
for respondent No.1 in CR-1114-2024.

RITU TAGORE, J.

1. This common order shall dispose of the captioned revision-
petitions, with same issue to address. Further, parties to the petitions are

same and counsel for the parties have agreed and consented to decide these petitions together.

2. The challenge in these revision petitions is to the orders dated 18.01.2024 (passed in these petitions on the same date), whereby learned Rent Controller, Khanna rejected the prayer of petitioners/tenants for dismissal of petitions being non-maintainable under the provisions of Punjab Rent Act, 1995.

3. In brief, facts of the case are that respondents/landlords filed petitions (Annexures P/1 in both the petitions) under Section 20(2)(a)(k)(o) read with Section 3(2) of the Punjab Rent Act, 1995 (in short 'the Rent Act'), seeking eviction of petitioners from the rented premises i.e. a marriage palace along with machinery, fittings, furniture etc. and parking area leased out vide lease deeds bearing No.3915 & 3916 dated 19.03.2018 on the grounds of arrears of rent, material additions and alterations and ceasing to occupy the rented premises.

4. The petitioners/tenants contested the petitions, seeking dismissal on the ground of their non-maintainability under the Rent Act. The petitioners raised specific averments that business of running a marriage palace was leased out to them by the respondents/landlords, as such Rent Petitions are not maintainable and learned Rent Controller has no jurisdiction in the matter. The respondents/landlords resisted the aforesaid averments. The learned Rent Controller upon appraisal of the records *vis-à-vis* the pleadings, passed the impugned orders dated 18.01.2024.

5. Being aggrieved with the findings, the petitioners/tenants filed these petitions.

6. Learned counsel for the petitioners contended that learned Rent Controller failed to appreciate the terms of lease deeds bearing No.3915 &

3916 dated 19.03.2018 (Annexure P/4), clearly reflecting the fact that business of running a marriage palace was leased out, and not the building. The building was handed over to the petitioners/tenants to run the business. Therefore, provisions of Rent Act are not applicable and learned Rent Authority has no jurisdiction to entertain petitions. To support his plea, learned counsel referred to the terms of lease deed bearing no 3916, particularly clause 14 and 15, which speaks of letting out business of running a marriage palace and not the building.

7. Addressing further in this regard, learned counsel submitted that Rent Act applies to the 'premises'. The Act defines both "Non Residential Premises" and "Premises". Learned counsel stated that under section 2(f) "non-residential premises" means premises being used solely for the purpose of business or trade with proviso that the residence in the premises only for the purpose of guarding, shall not deemed to convert a "non -residential premises" to a "residential premises". The learned counsel also invited the attention of this Court to the definition of "Premises" contained in Section 2(g), which states that any building or part of a building which is or is intended to be let separately, for use a residence or for non residential use or for any other purpose and includes-(i) the garden ground and out-houses, if any, appertaining to such building or part of building but does not include the upper side of roof (Terrace); (ii) any fittings to such building or part of the building for the more beneficial enjoyment thereof.

8. The learned counsel stated that pleadings of the petitioners, definition of the term 'premises' and 'non- residential premises' and terms of lease agreements leave no doubt that dominant purpose was to lease out running of business of a marriage palace and not the building. Learned counsel stated that in a case where business is let out, the building in which

business is running, does not fall within the ambit of leasing of subject of rent agreement. In such a situation, the building becomes secondary. To support his contentions, learned counsel placed reliance on the judgment of full Bench of this Court in **Dalip Singh Vs. Bharwan Bai (deceased) 1982(2) RCR(Rent) 383.**

9. While concluding his arguments, learned counsel stated that learned Rent Controller failed to appreciate legal and factual position and committed material irregularity and illegality in passing the order dated 18.01.2024. To support his contentions, learned counsel for the petitioners relied on **'Spun Casting and Engg. Co. Pvt. Ltd. Vs. Dwijendra Lal Sinha (Dead) through LRs. and others', 2005(3) R.C.R.(Civil) 398** and **'Dwarka Prasad Vs. Dwarka Das Saraf, 1975 AIR (Supreme Court) 1758 ; RSA No.510 of 1982 titled 'Dalip Singh Vs. Bharwan Bai (deceased) mother, represented by her LRs Iqbal Gandhi and others'** and **CR No.2812 of 2017 titled 'Sh. Bal Kishan and another Vs. M/s Surbhi Vatika (P) Limited.**

10. Based on the above premise, a prayer is made to set aside the impugned order.

11. Contra, learned counsel for the respondents contended that order under challenge is perfectly justified. It is stated that two lease deeds bearing No.3915 & 3916 (Annexure P/4) were executed on 19.03.2018. Lease deed bearing No. 3916 was pertaining to lease of a building of a marriage palace and other lease deed bearing No.3915 was with respect to land adjoining to marriage palace for parking purpose. The learned counsel stated that both the lease deeds, when read in entirety clearly indicate that building along with equipments, furniture etc. was leased out and not for the business of running a marriage palace. In this regard, specific reference was made to clauses No.1, 4, 8, 11 and clauses No. 7 and 8 of the aforesaid lease

deeds, where words property and land have been used. The learned counsel submitted that respondents were earlier running a marriage palace under the name and style of “Satskar Marriage Palace”, building of which was let out to the petitioners, to run the marriage functions, who were also running the business under the name and style of ‘the Elegance’. The learned counsel stated that there was no intention to transfer the business of running a marriage palace, nor do these lease agreements demonstrate the same. The learned counsel submitted that clause No.14 and 15 of lease agreement bearing No.3916 dated 19.03.2018 do not indicate that business was leased out. Rather, the aforesaid clauses indicate that petitioners were obligated under the contract not to conduct any business other than running a marriage palace in the ‘building’ so let out to them. The counsel stated that other terms and conditions of lease deed, imposing liability upon petitioners to apply for NOC, payment of taxes, etc. again indicate that business of running marriage palace was not leased out. It is urged that other lease deed bearing No.3915 also clearly indicates that land was leased out for parking, subservient to other lease agreement regarding marriage palace.

12. The learned counsel also argued that petitioners are estopped from seeking the relief on principle of *res judicata*, as learned Rent Controller had earlier dismissed their application though filed on a different grounds (Annexure P-5) vide order dated 16.09.2023. The learned counsel stated that petitioners are in huge arrears of rent amounting Rs. 1.50 crore. Since November 19, they have not paid any rent and have also ceased to occupy the premises. The building is deteriorating due to its non-use and occupation. The ejectment-petition on the grounds of arrears of rent, diminished the nature of the leased property and cease to occupy, filed against the petitioners, is maintainable under the Rent Act and a civil suit is

not an appropriate remedy. It is urged that learned Rent Controller, after appreciating the entire facts, has passed a well- reasoned order and should not be interfered with. A prayer is made to dismiss the present petitions. In support of his contentions, learned counsel for the respondents referred to ‘Satyadhyan Ghosal and others Vs. Smt. Deorjin Debi and another, 1960 AIR (Supreme Court) 941 and Subhash Chander and others Vs. M/s Bharat Petroleum Corporation Ltd. (BPCL) and another, 2022 AIR (Supreme Court) 660 and CR No.6397 of 2011 titled ‘Arun Sharma Vs. Usha Sunderam’.

13. I have gone through the paper-book and the material available on record with the valuable assistance of learned counsel for the parties.

14. The spinal question before this Court is whether the lease agreement bearing No.3916 constituted a lease to run the business of a marriage palace or premises was let out to carry on the business of marriage functions. To answer this question, the terms of lease agreement (Annexure P-4) need to be examined. Before deliberating on the aforesaid aspect, it would be profitable to keep in mind the observations made in Spun Casting E Engg. Co. Pvt. LTd. vs. Dwijendra Lal Sinha (Dead) (2005) 6 SCC 265, wherein Hon’ble the Supreme Court by referring to Uttamchand vs. S.M. Lalwani (AIR 1965 Supreme Court 716), held as under:-

“This Court in Uttam Chand v. S.M. Lalwani, AIR 1965 SC 716 drawing a distinction between the lease of a building and the lease of a business held that what was protected under the Act was the lease of the building and not the lease of the business. The question before the Court was as to whether the lease created of Dal Mill building with fixed machinery in sound working condition was an 'accommodation' within the meaning of Section 3A of the Madhya Pradesh Accommodation Control Act, 1955. For determining the nature of lease created the Court laid the test of 'dominant

intention' of the parties while creating the lease which is to be gathered in each case by construing the terms of the lease deed. Construing the terms of the lease in the said case this Court came to the conclusion that the dominant intention of the parties was to create the lease of the business and not that of the building. It was held that since the lease created was of running the business, the same was not protected under the Act."''

15. Full Bench of this Court in **Dalip Singh vs. Bharwan Bai (deceased)1989(2) RCR (Rent) 383**, after considering other judicial precedents held that if a running business was the subject matter of a lease, prominent thing will not be what houses the business but business itself. The building becomes secondary as every business or industry has to be accommodated in some enclosure or building. Thus once the subject matter of the ejectment petition did not fall within the definition of the premises, the ejectment petition was not maintainable as the Rent Authority had no jurisdiction in the matter.”

16. Apropos, at this juncture, to go through the terms of lease deed Annexure P/4 no 3916 (extracted from CR-1112-2024) that governs the relations between the parties.

INDIA NON JUDICIAL GOVERNMENT OF PUNJAB e-Stamp	
Certificate No.	IN-PB05167895125352Q
Certificate issued date	19-Mar-2018 12:44PM
Certificate issued by	pbkoanpas
Account reference	NONACC(BK)pbcank02/ KHANNA/PB-LD
Unique Doc. Reference	SUBIN- PBPBCANBK 02101663407139860
Purchased by	RAJINDER SINGH S/O AJIT SINGH
Description of document	Article 35 Lease
Property description	HB No.222 situated at Bullepur Tehsil Khanna
Consideration price (RS)	24,06,000 (Twenty four Lakhs six thousand only)
First Party	PARAMJIT JOGINDER SINGH SINGH S/O ETC. THRPARAMJIT
Second Party	THE ELEGANCE
Stamp duty paid by	THE ELEGANCE
Stamp duty amount (Rs)	72,200 (Seventy two thousand two hundred only)

0006800865

LEASE DEED

Lease deed of marriage palace alongwith land measuring
17K-OM

Period for 10 years Average Rs.24,06,000/-

Stamp Rs. 72,200/-

e-Stamp Certificate No. IN-PB05167895126352Q
Canara Bank Branch, Khanna Dated 19/03/2018

M/s Param Hospitality Private Ltd. Memorandum of Association Sr. No. 153-16398 through (1) Paramjit Singh son of Joginder Singh son of Hazara Singh resident of Ward No.8, Bullepur Road, Khanna, Tehsil Khanna District Ludhiana (Aadhar No.8089 1980 4882) and (2) Smt. Swaranjit Kaur wife of Paramjit Singh son of Joginder Singh resident of Ward No.8, Bullepur Road, Khanna, Tehsil Khanna District Ludhiana (Aadhar No.4366 0057 9347) through Paramjit Singh Director of the company vide Resolution No. LD/01/19/18 dated 19.03.2018 -Lessor the Ist Party and Inderpal Singh son of Gurmail Singh son of Pritam Singh (Aadhar No. 2891 1326 2226) and (2) Harwinder Singh son of Gurmail Singh son of Pritam Singh (Aadhar No.5441 8262 0662) and (3) Smt. Paramjit Kaur wife of Inderpal Singh son of Gurmail Singh son of Pritam Singh (Aadhar No.2285 6079 0610) and (4) Smt. Amandeep Kaur wife of Harwinder Singh son of Gurmail Singh son of Pritam Singh (Aadhar No.4602 4817 3699) residents of Majra Rahaun, Tehsil Khanna District Ludhiana- shareholders of the firm vide partnership Deed dated 03/03/2014- Lessees 2nd Party. That the land measuring 17K-OM comprised in Khewat No. 119, Khatoni No. 125, Killa No. 10//21(1-7) and Killa No. 19/1(7-13), 10(8-0), Kitte 2 vide Jamabandi year 2013-2014 situated in Bullepur, Hadbast No.222, Tehsil Khanna District Ludhiana is the ownership of M/s Param Hospitality Private Limited Khanna. And on the land measuring 17K-OM there is a marriage palace containing One Hall under ground and one Hall on ground floor, one office and eight rooms out of which one room is to be retained by the owners themselves, boundary wall, electricity connection of 98.74 Killowatt in running condition, three Generator sets (320 K.V.A., 200 K.V.A.- 125K.V.A.) approx. four hundred chairs, 22 sofa sets and 80 tables, wooden stage in the Hall, in the ground floor Hall there are 6 A.Cs. out of which 3 A.Cs. are of 22 tons capacity each and 2 A.Cs. of 15 tons capacity each and 1 A.C. of 2 Tons capacity and in the basement Hall there are 2 A.Cs. of 15 tons capacity each are fitted the ownership of which is of M/s Param Hospitality Pvt. Ltd. 1. That the period of this lease deed will be from 01/04/2018 to 31/03/2028. It has been settled that Party No.1 has give the above property on lease to the 2nd party and lease money of which will be Rs. 18,00,000/ (Rupees eighteen lakhs) half of which are Rs. 9,00,000/- (Rupees nine lakhs) per annum which is acceptable to both the parties. After completion of 3 years lease money shall be increased by 15% from 01/04/2021. Thereafter from 01/04/2022 the lease money shall be increased by 5% and from 01/04/2023 the lease money shall be increased by 15%+5% = 20% and from 01/04/2024 to 31/03/2028 lease money shall be increased by 5% every year.

2. The 2nd party shall pay to Ist party the amount of G.S.T. whatever levied by the government shall be over and above the lease money and the Ist party shall give challan of the G.S.T. to the 2nd Party.

3. That the 2nd party shall give lease money to the Ist Party after deducting T.D.S. as per policy of the government and the 2nd party shall give copy of the challan of T.D.S. to the Ist Party.

4. That in case Ist Party has to sell the marriage palace or to convert the marriage palace for some other business then after first five year Party No.1 shall give a notice of one year to the 2nd Party to sell the marriage palace or for starting some other business then the 2nd Party shall be bound to vacate the marriage palace and to give peaceful possession without any dispute.

5. That 2nd party shall be bound to pay lease money every month to the Ist party within 1st to 5th of every month through cheque and the Ist party shall give receipt of the received money to 2nd party.
6. That Party No.2 can give rooms in the marriage palace on rent but it shall not use these rooms for any illegal manner.
7. That in case during the period of above lease or in the time the marriage palace remains with Party No.2 and any accident or any other incident occurs or some illegal act is found to be done then the Party No.2 shall be fully responsible.
8. That in case the Party No.2 wants to apply paints, renovate, alter, raise construction etc. in the marriage palace then it can be done with the written consent of Party No.1 and it shall not raise any claim for alteration or construction done during the lease period by it after the expiry of lease period.
9. That during the lease period electricity, water, sewerage connection, property tax, G.S.T. or any other taxes levied to the property the 2nd party shall pay the same within time.
10. That 2nd party shall be bound to obtain annual NOC of Fire Brigade.
11. That 2nd party shall not sublet the marriage palace to any other person nor it can take any loan etc. on the above land.
12. That Party No.2 shall upkeep the marriage palace in a perfect condition as required and shall undertake necessary repairs and paints from time to time.
13. That during the period of this lease in case any natural calamity such as earth-quake, floods, storm, electricity circuit happens, the 2nd party shall be bound to get insurance done for the loss caused to the property of marriage palace. In case in future any loss is caused to the property of marriage palace due to any natural calamity or for any other reason then the claim which shall be given by the department, as per their policy, the Party No.1 shall be satisfied with that amount. In case Party No.2 does not get insurance policy then for any reason any loss is caused to the marriage palace in that situation Party No.2 shall be bound to make good the loss caused to the marriage palace.
- 14 That during the period of this lease deed Party No.1 shall not cause any hindrance in the business of marriage palace but Party No.1 can enter into the marriage palace at any time to look after the property for which Party No.2 shall have no objection.
15. That during the period of lease Party No.2 shall not do any other business except to run the marriage palace functions and to give rooms on rent. During the period of the lease the 2nd party shall be bound to obtain licence from the Excise Department regarding liquor.
16. That the Party No.2 shall protect the property in good condition and return the same in good condition. In case Party No.2 wants to grow some plants or to make parking area pucca then the same can be done with the written permission of Party No. 1.
17. That the legal heirs of the parties shall be bound by the terms of this lease deed.

Thus this lease deed has been written today 19/03/2018 so that it may remain as record and can be made use at the time of need. Contents of the lease deed have been read over and admitted correct after understanding the same.

Witness
Manjit Singh Lamberdar
Bullepur
Tehsil Khanna
(Aadhar No.2148 4131 5951)
sd/- in Eng.

Lessor
Ist Party
M/s Param Hospitality Pvt.
Ltd. thr. Paramjit Singh
Director of company.
sd/- in Eng.

Photograph

Witness:

Rajinder Singh s/o Ajit
Singh r/o Ward No.1,
Rahaun, Tehsil Khanna
(Aadhar No.4668 1201 8753)

Lessee
2nd Party
The Ellegance through Inderpal Singh
partner of firm. (Photograph).

And to the another lease deed **Annexure P/4** (extracted from CR-1114-2024)

INDIA NON JUDICIAL GOVERNMENT OF PUNJAB e-Stamp	
Certificate No.	IN-PB05167914232751Q
Certificate issued date	19-Mar-2018 12:45 PM
Certificate issued by	pbkoanpas
Account reference	NONACC(BK)pbcanbk02/ KHANNA/PB-EC
Unique Doc. Reference	SUBIN- PBPBCANBK 02101661529165170
Purchased by	RAJINDER SINGH S/O AJIT SINGH
Description of document	Article 35 Lease
Property description	HB No.222 situated at Bullepur Tehsil Khanna
Consideration price (RS)	8,02,000 (Eigh Lakh Two thousand only)
First Party	PARAMJIT SINGH S/O JOGINDER SINGH ETC. THRPARAMJIT
Second Party	THE ELEGANCE
Stamp duty paid by	THE ELEGANCE
Stamp duty amount (Rs)	24,100 (Twenty four thousand one hundred only)

0006800870

LEASE DEED

Lease deed in respect of land measuring 16K-OM

Period for 10 years Average lease

Rs. 8,02,000/-

Stamp Rs. 24,100/-

e-Stamp Certificate No. IN-PB05167914232751Q

Canara Bank Branch, Khanna Dated 19/03/2018

We (1) Paramjit Singh son of Joginder Singh son of Hazara Singh resident of Ward No.8, Bullepur Road, Khanna, Tehsil Khanna District Ludhiana (Aadhar No.8089 1980 4882) self and (2) Smt. Gurdev Kaur wd/o Joginder Singh son of Hazara Singh r/o Bullepur, Tehsil Khanna District Ludhiana (Aadhar No.4085 8570 1603) who is now alive through Paramjit Singh above general power of attorney vide G.P.A. dated 25/07/1995 and duly registered on 27/07/1995 Wasika No.328 Department Registry Khanna Lessor Ist Party- G.P.A. is now in operation. Through the G.P.A. I have got right to give the property on lease and The Ellegance, Bullepur Road, Khanna Kalan, Tehsil Khanna, District Ludhiana through (1) Inderpal Singh son of Gurmail Singh son of Pritam Singh (Aadhar No.2891 1326 2226) and (2) Harwinder Singh son of Gurmail Singh son of Pritam Singh (Aadhar No.5441 8262 0662) and (3) Smt. Paramjit Kaur wife of Inderpal Singh son of Gurmail Singh son of Pritam Singh (Aadhar No.2285 60790610) and (4) Smt. Amandeep Kaur wife of Harwinder Singh son of Gurmail Singh son of Pritam Singh (Aadhar No.4602 4817 3699) residents of Majra Rahaun, Tehsil Khanna District Ludhiana- shareholders of the firm vide partnership Deed dated 03/03/2014- Lessees 2nd Party. That out of Khewat No. 105, Khatoni No. 111, Killa No. 19/11/1(4-3), 20/2(4-3) and Killa No. 33//10(2-16), 11/1(2-16), 20/2(2-8), 21/1(2-16) and Killa No. 34//27(1-14) and Killa No.38//5(3-12), Killa No. 39//1/1(0-12), 125/1(1-5), Kitte 10 land measuring 26K-5M the ownership of Paramjit Singh is 8K-11½ Marla and out

of Khewat No. 107, Khatoni No. 113, Killa No.20//16(8-0), Kitta 1 land measuring 8K-0M ownership of Paramjit Singh is 2K- 18½ M and ownership of Smt. Gurdev Kaur is OK-14M total land measuring 3K-12½ M total land measuring 3K-12½ Marla and out of khewat No. 121, Khatoni No.127, Killa No.20//15(8-0), Kitta 1 land measuring 8K-0M the ownership of Paramjit Singh is OK-18M and ownership of Smt. Gurdev Kaur is OK-2M total land measuring 1K-0M total land measuring 16K-0M vide Jamabandi year 2013-2014 situated in Bullepur, Hadbast No.222, Tehsil Khanna District Ludhiana is the ownership of Ist Party. I am owner and in possession of share Makbuja Khud out of land measuring 16K-0M comprised in Killa No. 19//11/1, 20/2 and Killa No.20//15, 16 or this area of 16K-0M there is park, parking area and a Water Treatment Plant is also installed which is owned by Party No. 1. Period of this lease will from 01/04/2018 to 31/03/2028. Party No.1 has given the above property on lease to the 2nd party lease of which will be Rs. 6,00,000/- (Rupees Six lakhs) half of which are Rs. 3,00,000/- (Rupees three lakhs). i.e. Rs.4,00,000/- Paramjit Singh + Rs. 2,00,000/- Smt. Gurdev Kaur) per annum. After completion of three years lease money shall be increased by 15% from 01/04/2021. Thereafter from 01/04/2021 lease money shall be increased by 5% and from 01/04/2023 increase in the lease money shall be 15%+5% i.e. 20% and from 01/04/2024 to 31/03/2028 lease money shall be increased by 5% every year.

2. The 2nd party shall pay to Ist party the amount of G.S.T. whatever levied by the government over and above the lease money and the Ist party shall give challan of G.S.T. to the 2nd Party.
3. That the 2nd party shall give lease money to the Ist Party after deducting T.D.S. as per policy of the government and the 2nd party shall give copy of the challan of T.D.S. to the Ist Party.
4. That in case Ist Party has to sell the above land or it has to do any other business then after first five year Party No.1 shall give a notice of one year to the 2nd Party for selling the land or for starting any business and the 2nd Party shall be bound to vacate the land and to give peaceful possession without any dispute. But Ist Party can sell this land only when Ist Party has to sell the marriage palace or to start any new business.
5. That 2nd party shall be bound to pay lease money every month to Ist party within 1st to 5th of every month through cheque and Ist party shall give receipt of the received money to 2nd party.
6. That during the lease period 2nd party shall pay electricity bills, property tax or any other tax with time.
7. That 2nd party shall not sublet the above land to any other person nor it can take any loan etc. on the above land.
8. That Party No.1 is giving land to Party No.2 in a perfect condition and the Party No.2 shall protect the property in good condition and return the same in good condition. In case Party No.2 wants to grow some plants or to make parking area pucca then the same can be done with the written permission of Party No. 1.
- 9 That the legal heirs of the parties shall be bound by the terms of this lease deed.

Thus this lease deed has been written today 19/03/2018 so that it may remain as record and can be made use at the time of need. Contents of the lease deed have been read. over and admitted correct after understanding the same.

Witness
Manjit Singh Lamberdar
Bullepur
Tehsil Khanna
(Aadhar No.2148 4131 5951)
sd/- in Eng.

Lessor
Ist Party
M/s Param Hospitality Pvt.
Ltd. thr. Paramjit Singh
Director of company.
sd/- in Eng.

Photograph

Witness:

Rajinder Singh s/o Ajit
Singh r/o Ward No.1,
Rahaun, Tehsil Khanna
(Aadhar No.4668 1201 8753)

partner of firm. (Photograph).

(translated version available on the petitions)

17. The examination of terms of lease agreement bearing No.3916 (Annexure P/4), *prima facie* shows that marriage palace was leased to run/host marriage functions on the premises. For arriving at this conclusion, help is drawn from terms of clause No.I of the lease agreement, which states that first party (M/s Param Hospitality Pvt. Ltd. Etc., the lessor) have given the property detailed in the lease deed on rent. Further, Clause No.4 of the lease agreement provides that in case first party i.e. the lessor, intends to sell the marriage palace or convert the marriage palace for some other business, then first party, shall give one year, prior notice to the second party (lessee) and upon fulfilling the condition of notice, second party is obliged to vacate the marriage palace and handover the peaceful possession of the marriage palace.

18. The preface of the lease agreement, which is essential part of the lease deed, signed and accepted by the parties also indicate that demised premises has been defined as land measuring 17 kanals 0 marals comprised in Khewat No.119 Kahatani No.125 Killa No.10/21(1-7) and Killa No.19/1(7-13), 10(8-0) as per the jamabandi of the year 2013-14 situated in Bullerpur Tehsil Khanna District Ludhiana, owned by first party and further describes that on the aforesaid land there exist a marriage palace and the other equipment like generator set, sofa set, ACs etc. as detailed above, available on the said premises. The above material description contained in preface of lease agreement, *prima facie* show and suggests that premises, is a marriage palace, having rooms, halls and other fixtures/equipment /furniture etc, which were given to the second party on rent to run the marriage palace. Clause No.16 further imposes contractual liability upon the

lessee to maintain the property in good condition, apart from making payment of bills of the amenities, taxes, GST, taking NOC etc., further with liability of upkeep of the marriage palace in good condition, taking insurance cover for any natural calamities etc. to cover the loss to the equipments and not to sub-let the tenancy further, as detailed in conditions. The above material terms and conditions *prima facie* shows premises/building was let out and not any business to run marriage palace.

19. Learned counsel for the petitioners had contended that clause Nos.14 and 15 of the lease agreement clearly indicate a predominant intention of the parties, while creating the lease deed, was to let out running of business of a marriage palace and not the building because marriage palace was already constructed on the land. The building as such had become a secondary condition to the lease agreement. The learned counsel stated that in cases where the business itself is let out building becomes ancillary as every business or industry is to be accommodated in some building or enclosure. The learned counsel had contended that since the subject matter of the lease deed was letting out the business of running a marriage palace, therefore, ejectment petition filed by the respondent does not fall within a definition of a 'premises' and ejectment petition was not maintainable under the Rent Act.

20. When clauses No.14 and 15 are read in conjunction with other clauses of the lease deed, particularly clause No.1, 14, 16 as well as preface of the lease deed, it *prima facie* suggests that building/ premises i.e. a marriage palace along with fixtures and not the business of running a marriage palace was let out. The clause No.14 and 15 *simpliciter* provide that first party (lessor) shall not cause hindrance in the business of running of a marriage palace, and second party (lessee) shall not run any other

business except running a marriage palace. Upon a meticulous reading of various terms of lease deed, apparently they do not speak letting out business to run a marriage palace. Lease deed does not indicate that name of Satkar Palace was also leased out.

21. Similarly, clauses No.14 and 15 of lease deed, when read with clause No.11, clearly indicate that second party was not to sub-let the marriage palace to other or take loan on the above land. The use of words land and a marriage palace go to probablise the averments of the respondents more than the version of the petitioners.

22. Insofar as terms of other lease deed bearing no 3915, is concerned (in CR-1114-2024), it is amply clear that land detailed therein was leased for parking area. Clause no 7 of the lease deed clearly shows that the aforesaid land was let out.

23. Thus, the aforesaid material terms and condition of the lease deeds detailed above, *prima facie* shows that building of marriage palace and the land of the park/parking area was let out and not the business. In view thereof, rent petition appear maintainable. Further, the plea of predominant intention of the parties at the time entering into lease agreements is a subject matter of scrutiny of evidence presented by the parties during trial. Similarly, other submissions regarding petitioners being in arrears of rent or have diminished the value of the premises, or have ceased to occupy the premises are to be considered on the merits of the case and do not fall within the limited scope of revision jurisdiction to be exercised in this matter.

24. In view of the aforesaid discussion, it is held that learned Rent Controller has properly exercised the jurisdiction vested in it. No

interference is warranted in the present case. Revisions petitions are dismissed, accordingly.

25. However, observations made herein above may not to be construed as opinion on the merits of the case. They are purely confined to the deliberations made in the matter in hand.

26. Pending applications, if any, also stands disposed of accordingly. Photocopy of this order be placed on other petition.

(RITU TAGORE)
JUDGE

19.03.2024
Rimpal/Gaurav Sorot

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