

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CR No.2259 of 2024

DATE OF DECISION: 18.04.2024

Vinod Kumar

.....Petitioner

VERSUS

Harbans Lal

.....Respondent

CORAM HON'BLE MR. JUSTICE GURBIR SINGH

Present Mr.Kushagra Mahajan, Advocate,
for the petitioner.

GURBIR SINGH, J

1. Challenge in this civil revision is to the order dated 27.03.2017 (Annexure P-4), passed by the learned Rent Controller, Khanna, whereby the provisional rent has been assessed @ Rs.12,000/- per month and order dated 15.03.2024 (Annexure P-6), passed by learned Appellate Authority, Ludhiana, whereby, the appeal filed against the said order has been dismissed.

2. Brief facts necessary for the adjudication of this petition are that respondent (hereinafter referred as the landlord) filed an ejectment petition on the basis of Rent Note dated 23.09.2011. The petitioner (hereinafter referred to as the tenant) agreed to pay rent @ Rs.12,000/- per month along with electricity charges, house tax of the tenanted shop and further agreed to carry on the business of mobile repairs and sale of electronic gadgets in the shop in dispute. The tenant kept on paying the rent @ 12,000/- per month against receipts upto 31.08.2023, duly issued by landlord to the tenant, which was in possession of the tenants. Even tenant put his signatures upon the counterfoils upon the receipt No.442 dated 08.10.2011 and receipt No.462 dated 15.08.2012. The tenant stopped paying rent to the landlord after 31.08.2013.

3. The said petition was contested on the ground that shop in question was taken on rent from the landlord @ Rs.850/- per month in the year 1984 but the tenancy was oral followed by delivery of actual possession. In September 2011, with the mutual consent of both the parties, the rate of rent was enhanced from Rs.850/- to Rs.1,200/- per month but no writing was executed in that regard. The signatures of the petitioner were taken on blank stamp papers as security with the assurance that the said papers would not be misused. The petitioner had been paying the rent @ Rs.1,200/- per month which stood paid upto December 2015. The landlord stopped receiving the rent w.e.f January 2016.

4. The counsel for the petitioner has argued that execution of the Rent Note is categorically denied so the Courts were not required to rely upon the same. Tenancy was created in the year 1984 and he had been paying rent @ Rs.850/- per month. With the consent of the parties, the rent was enhanced @ Rs.1200/- per month. Two receipts dated 08.10.2011 and 15.08.2012 are infact 10 months apart. The said receipts were issued for rent for a period of 10 months @ Rs.1,200/- per month so amount of Rs.12,000/- was written in the said receipts. No other document has been produced on the file that rate of rent was Rs.12,000/- per month. It is further argued that tenant had agreed to pay the enhanced rent from Rs.850/- to Rs.1,200/- per month and not Rs.12,000/- per month.

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

6. The Rent Note dated 23.09.2011 is on the stamp papers which are four in number which bear the signatures of the tenant. He has not denied the signatures on the said Rent Note but version of the tenant is that he put the signatures on blank stamp papers and same were handed over to the landlord by way of the security. There was no financial dealing between the parties that some security was required by the other party for assuring the repayment of the amount. The demised premises is a shop. The tenant has not even produced the balance sheet prepared in the regular course of the business about the payment of rent. Signing on the blank stamp papers is a theory

which is required to be proved by leading evidence. When a person put signatures on the stamp papers then prima facie it has to be considered that he executed the said document. So at the stage of assessing the provisional rent, the blank paper theory propounded by the tenant cannot be accepted. The tenancy was quite old which was created in the year 1984 @ Rs.850/- per month and it is common knowledge that rental value of the property has increased many folds. In the Rent Note rate of rent is written as Rs.12,000/- per month. Both the receipts are silent that same were issued on account of receipt of rent for more than one month. Thus, I am of the view that provisional rent has been rightly assessed by the learned Rent Controller and finding is affirmed by the learned Appellate Authority.

7. Counsel for the petitioner submits that today is the day for tendering the provisionally assessed rent so some time be given to pay the said amount.
8. In view of the request made by the counsel for the petitioner / tenant which seems to be genuine, three weeks' time is given to the petitioner / tenant to tender the rent as per the order dated 27.03.2017 (Annexure P-4), passed by the learned Rent Controller. The learned Rent Controller shall fix the date immediately within three/four days after three weeks' for tendering the said amount.
9. Petition stands dismissed in *limine*.

18.04.2024
mamta

(GURBIR SINGH)
JUDGE

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