



133 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No.2569 of 2024
Date of decision : 05.08.2024

LALIT MOHAN SINGLAPetitioner

Versus

KANWALJIT SINGHRespondent

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Pritam S. Saini, Advocate
for the petitioner.

PANKAJ JAIN, J. (ORAL)

Tenant is in revision aggrieved of the order dated 2nd of April, 2024 whereby application filed under Order 6 Rule 17 CPC seeking amendment of the written statement stands dismissed.

2. Petitioner is facing eviction proceedings at the hands of the respondent/landlord on the ground of *bona fide* need. Petitioner filed written statement. Based upon the pleadings, Rent Controller framed the issues. During the time the respondent/tenant was leading evidence present application under Order 6 Rule 17 CPC has been moved whereby the tenant wants to amend the written statement by incorporating Para 14-A to the following effect:

“14-A. That as per the equitable principle of the Rights of Lessor's Transferee, while transferring a property, a man may renounce a right but not one coupled with a duty para 3 (e) of the lease deeds dated 25.05.1984 and 30.04.1993 casted a duty on the lessor to



carry out annual repairs including white washing every years and painting and polishing works to be carried out once in three years of the demised property. The father of the petitioner Shri Jaswant Singh (the earlier landlord) used to ask the applicant/ tenant to get the repairs/ whitewash/painting and polishing work done and that he will either reimburse or adjust the expenses incurred. The applicant/ tenant and father of respondent/ landlord were having very healthy and cordial relations. Shri Jaswant Singh father of the petitioner/ landlord had not reimbursed the expenses incurred by the applicant/ tenant from 01.06.1987. From 01.06.1987 onwards, the applicant/ tenant has been spending money on the repairs, white wash, painting and polishing work every three years. The applicant/ tenant has incurred total sum of Rs. 6,40,000/- till 31.03.2022 and the same along with interest @ 18% per annum is outstanding which comes to Rs. 13,37,860/-. The applicant/ tenant has possession of 1st and 2nd floor of demised property in question in the year 2012 and since then he has not shared the water bill. The outstanding amount on this account comes to Rs. 1,06,230/- and the same along with interest @ 18% per annum is outstanding which comes to Rs. 2,05,880/-. Thus the total outstanding dues on both the accounts come to Rs. 15,43,740/-.

That the applicant/ tenant kept on requesting to the respondent/ landlord and the earlier landlords for paying or adjusting the amount in rent spent on repair, white wash, painting and polishing jobs etc. Although the respondent/ landlord and earlier landlords admitted/agreed to pay or adjust the amount spent but neither paid to the applicant/ tenant nor adjusted towards the rent.

When applicant/ tenant again insisted to the above said amount spent in rent the respondent/ landlord filed the subsequent rent petition bearing No. RC 32 of 2022. The applicant/ tenant while filing the written statement in the above said subsequent rent petition has also filed a counter claim."



3. The Rent Controller has dismissed the application filed by the petitioner/tenant seeking amendment of the written statement holding that no set off was claimed initially in the written statement by the tenant and Rent Controller was not the forum for the tenant to seek set off of the amount alleged to have been spent as claimed by way of amendment. It was further held that once the trial commenced, amendment being sought by the tenant cannot be allowed and lastly the respondent/landlord claimed rent for the period of August, 2020 onwards and in reply to the application, no such plea was raised as is being agitated now by way of amendment.

4. Mr. Saini while assailing the impugned order submits that law w.r.t. amendment of written statement is far liberal as compared to amendment of the plaint. Thus, Rent Controller ought not have dismissed the application filed by the petitioner invoking proviso appended to Order 6 Rule 17 Code of Civil Procedure. He further submits that subsequent to this petition the petitioner is also facing proceedings w.r.t. recovery of rent and in the absence of the aforesaid plea sought to be incorporated by way of amendment in the present written statement, his right will be seriously prejudiced in the subsequent proceedings.

5. I have heard counsel for the petitioner and have carefully gone through records of the case.

6. The plea sought to be incorporated by the petitioner/tenant is w.r.t. money spent by him w.e.f. 31st of May, 1987 to maintain the premises.



7. Mr. Saini is not in position to dispute that keeping in view the nature of plea being proposed by way of amendment, it can be axiomatically said that the same was in the knowledge of the tenant even at the time of the filing of the written statement but the same was not pleaded. It is also evident from the proposed amendment that except for the amount, the tenant is not certain about any fact w.r.t. the reimbursement sought. It is also not disputed that after the year 1987 when he claims that he was spending money, at no point of time he claimed set off in the monthly rent he was paying to the landlord. Neither he ever demanded money.

8. In view of above, this Court finds that the Rent Controller rightly held that the amendment sought to be incorporated by way of present application is not only barred by proviso as appended to Order 6 Rule 17 CPC but was also not *bona fide*.

9. In view thereof, there is no reason to interfere in the well reasoned order passed by the Rent Controller. Consequently, the instant Revision Petition is dismissed.

August 05, 2024

(Pankaj Jain)
Judge

Dpr

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