



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA-1564-2006(O&M)
Reserved on: 06.09-2024
Pronounced on: 10.09.2024

RAM RATTAN NARULA

... .APPELLANT

Vs.

R.K. SETHI AND OTHERS

.... RESPONDENTS

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Kamal Sehgal, Advocate, for the appellant.
Mr. Rahul Vohra, Advocate, for the respondents.

DEEPAK GUPTA, J.

Defendant of the suit, filed by plaintiff for recovery, is before this Court against the concurrent findings of the Court below.

2.1 As borne out from the trial Court record, defendant (*appellant herein*) was inducted as a tenant on a portion of House No.2640, Sector 37C, Chandigarh. The plaintiffs-landlords (*now respondents*) of the house filed a suit for recovery for an amount of ₹1,72,300/- as arrears of rent and interest of ₹36,000/- i.e. totalling ₹2,08,300/- against the said defendant-appellant along with interest. It was claimed by the plaintiffs that the rate of rent was ₹3500/- per month; that defendant-appellant had not paid the rent w.e.f. 01.01.1996; that an ejectment petition was filed against the defendant, during which defendant vacated the premises on 07.02.2000. The plaintiffs claimed recovery of the arrears of rent w.e.f. 01.01.1996 till the date of vacation i.e. 07.02.2000 from the defendant.

2.2 In the written statement, the stand of the defendant was that the rate of rent was ₹650 per month. He also claimed that he had already paid the rent. Certain preliminary objections were also raised including the limitation.

2.3 After framing necessary issues and taking evidence produced by the parties, the trial Court found that rate of rent to be ₹3500/- per month. It was further found that defendant had failed to prove the payment of any rent and as such, plaintiffs were entitled to the recovery of the arrears of rent @ ₹3500/- per month. However, it was further found that suit was filed on 19.05.2000 and therefore, the plaintiffs could claim the arrears of rent only for the period of 3 years prior to the institution of the suit. As such, plaintiffs were held entitled to the recovery of ₹1,24,483/- i.e. for the period 20.05.1997 to 07.05.2020 @ ₹3500/- per month along with interest @ 6% per annum from 10.05.1997 till realization besides the cost of the suit.

2.4 The appeal against the above judgment was filed by the defendant-appellant. The First Appellate Court vide its judgment dated 06.03.2006 affirmed the findings of the trial Court to the effect that rate of rent was ₹3500/- per month. It further affirmed the finding to the effect that no rent was paid w.e.f. 01.01.1996. It was also affirmed that plaintiffs were entitled to the recovery of the arrears of rent for the period of three years immediately prior to the filing of the suit and so, they were entitled to recovery of the arrears of rent w.e.f. 20.05.1997 to 07.02.2020 i.e. till the date of vacation. It was found that mentioning of the date as 07.05.2000 in the relief clause by the trial Court was an inadvertent error and that in fact, the plaintiffs were entitled to recover the arrears of rent w.e.f. 20.05.1997 to 07.02.2020 i.e. till the date of vacation of the house @ ₹3500/- per month along with proportionate cost and interest @ 6% per annum from the date the rent was due till its realization. With this little modification, no justification was found to interfere with the other findings returned by the trial Court and the appeal was accordingly dismissed.

3. Against the aforesaid concurrent findings, defendants had approached this Court by way of present RSA.

4. It is contended by Id. counsel for the appellant-defendant that findings of the Courts below to the effect that rate of rent was ₹3500/- per month is without proper appreciation of the evidence on record. There is no

concrete evidence to prove the rate of rent. Ld. counsel further contends that another tenant in another portion of the house was on rent @ ₹650/- per month and therefore, by no stretch of imagination, the rate of rent could be ₹3500/- per month. It is further the contention of Id. counsel that the finding of the Courts below to the effect that defendant-appellant was given a furnished accommodation and a larger portion is beyond pleadings.

5. After considering the submissions of both the sides, this Court does not find any merit in this appeal.

6. It has been found by the Courts below that the portion in occupation of the defendant was larger comparing to the tenant Gian Masih and besides this, Gian Masih was given the unfurnished accommodation; whereas, defendant was given furnished accommodation. It was further found by the Courts below that another tenant Sohan Lal Sharma was on rent on the First Floor @ ₹2500/- per month and the evidence of the plaintiff to that effect remained un-rebutted, as defendant did not examine said Sohan Lal Sharma in his evidence so as to rebut the case of the plaintiff. These findings of facts of the Trial Court have been affirmed by the First Appellate Court.

7. After appraising the entire record, this Court does not find any reason whatsoever to interfere in the well reasoned concurrent findings of facts as recorded by the Courts below, which are based upon proper appreciation of evidence. No substantial question of law is found to be involved. As such, holding the present appeal to be devoid of merit, the same is hereby dismissed.

10.09.2024

Vivek

(DEEPAK GUPTA)

JUDGE

<i>Whether speaking/reasoned?</i>	<i>Yes</i>
<i>Whether reportable?</i>	<i>No</i>