

233-1

2024-PHHC-144609



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CR-4692-2024 (O&M)

Date of Decision: 06.11.2024

SURINDER KUMAR ALIAS SURINDER SINGH

....Petitioner(s)

VERSUS

RAJAN RISHI AND OTHERS

....Respondent(s)

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. Gurbir Singh Sidhu, Advocate
for the petitioner.

HARKESH MANUJA, J. (Oral)

1. By way of present petition challenge has been laid to an order dated 16.01.2024 passed by the learned Rent Controller, Barnala, whereby the petitioner being tenant was directed to pay a sum of Rs.4,08,125/- as an interim rent along with interest @ 15 % per annum within one month from the date of receipt of the order and in case of default his defence was liable to be struck off in terms of Section 25 (5) of the Punjab Rent Act, 1995, for short '1995 Act'.

2. In view thereof, learned counsel for the petitioner submits that even if the case of respondent/ landlord was taken at its face value, the ejectment petition itself was not maintainable and no reliance could have been placed upon the rent deed dated 04.09.2019, the same being unregistered one, in terms of Section 4 of the 1995 Act, as per which after



the commencement of the Act, any premises could neither be let out nor taken on rent except by an agreement in writing, that too requiring registration. For convenience, Section 4 of the 1995 Act is reproduced hereunder:-

‘4. Registration of tenancy agreement.

(1)Notwithstanding anything contained in section 107 of the Transfer of Property Act, 1882, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing.[(2) Notwithstanding anything contained in the Registration Act, 1908 (16 of 1908), every agreement referred to in sub-section (1) shall be in the Form specified in Schedule I appended to this Act and shall be registered under and in accordance with the provisions of the Registration Act 1908 by the authority specified thereunder, on payment of registration fee of rupees one thousand.’

2.1 Learned counsel also submits that the said lease deed dated 04.09.2019 related to shop measuring 14’x16’ forming part of property No.B03-089, New Council, Bhadaur, District Barnala was even forged and fabricated document as the petitioner/ tenant never intended to execute the same and his signatures were obtained upon the said document through an act of misrepresentation by the respondent/ landlord.

3. I have heard learned counsel for the petitioner and gone through the paper-book. I do not find substance in the arguments of learned counsel for the petitioner.

4. In the present case, the relationship between the parties are that of tenant and landlord has been admitted by the petitioner, further the signatures over the lease deed/ document dated 04.09.2019 have also not



CR-4692-2024 (O&M)

3

been disputed or denied. Moreover, the lease deed dated 04.09.2019 even contains the photograph of the petitioner as well. In such circumstances, the plea that the same being result of misrepresentation is prima facie not made out and thus, cannot be gone into at this stage. Besides it, mere fact that the lease deed dated 04.09.2019 which was executed for a period of eleven months and is an unregistered document, the same can not be discarded for the purposes of determining provisional rent which is being assessed in terms of Section 25 (2) of the 1995 Act only as an interim measure during the proceedings arising out of an ejectment petition filed for recovery of possession of the tenanted premises by the respondent/ landlord. Especially in view of the law laid down by this Court in case of ***Sahib Singh vs. Gurjinder Kaur* 2024(1) RCR (Rent) 228** wherein it was held that an ejectment petition based on an unregistered lease deed was even maintainable under the provisions of the 1995 Act.

5. In such circumstances, finding no illegality or perversity in the order dated 16.01.2024 passed by the learned Rent Controller, Barnala, the present revision being devoid of merits, is thus dismissed.

(HARKESH MANUJA)
JUDGE

November 06, 2024
Sangeeta

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