

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****135****CR-4646-2024 (O&M)****Date of Decision : 20.08.2024**

Anuj Sood

....Petitioner

VERSUS

Monica Pruthi

....Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Mitul Singh Rana, Advocate for the petitioner.

ALKA SARIN, J. (Oral)

1. Present revision petition has been filed challenging the order dated 16.07.2024 whereby the application filed by the petitioner under Order VI Rule 17 of the Code of Civil Procedure, 1908 for amendment of the written statement has been dismissed.

2. Brief facts relevant to the present *lis* are that the landlord-respondent herein filed a petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 for ejectment of the tenant-petitioner herein on 16.09.2020 on the ground of bonafide personal necessity. A written statement was filed on 05.10.2021. After the landlord-respondent had concluded her evidence the present application was filed for amendment of the written statement. Reply was filed to the application and vide the impugned order the said application has been dismissed.

3. Learned counsel for the tenant-petitioner would contend that this is an unfortunate case where it could not be pleaded that there is a rent agreement between the parties for a period of 20 years commencing from

10.01.2008 to 10.01.2028. It is further the contention that since the same was not disclosed by the landlord-respondent hence the same could not form part of the written statement.

4. Heard.

5. In the present case the ejectment petition was filed on 16.09.2020. Thereafter, after almost a period of 01 year, the written statement was filed by the tenant-petitioner on 05.10.2021. After the landlord-respondent had concluded her evidence the present application was filed for amendment of the written statement wherein the following addition has been sought to be made in para 2 from line No.4 after the word 'petitioner' :

“Vide rent deed dated 10.01.2008 as per the terms and condition of rent deed, it has been executed between the husband of the petitioner and respondent for the period of 20 years i.e. 01.02.2008 to 01.02.2028.”

6. A perusal of the application reveals that it is not the case that the said fact was not within the knowledge of the tenant-petitioner. The only argument raised by learned counsel for the tenant-petitioner is that it is an unfortunate case that the said rent note was not pleaded. It is unbelievable that the tenant-petitioner, who has a rent note in his favour for a period of 20 years commencing from 01.02.2008 to 01.02.2028, would not refer and rely upon the same in his written statement. The argument of learned counsel for the tenant-petitioner that unfortunately the said averment was not made in the written statement cannot be a ground for now allowing the amendment at

this belated stage. In any case allowing this amendment would amount to a *de novo* trial as what is now sought to be pleaded is that there was a written rent agreement for a period of 20 years commencing from 01.02.2008 to 01.02.2028. There is also no averment in the amendment application that inspite of due diligence the tenant-petitioner could not raise the plea earlier before the commencement of the trial.

7. In view of the above, no fault can be found with the order passed by the Rent Controller. The present revision petition, being devoid of any merit, is accordingly dismissed. Pending applications, if any, also stand disposed off.

20.08.2024
jk

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO