



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

(132)

CR-7112-2024

Date of Decision: -09.12.2024

ASHISH KUNDU

..Petitioner(s)

Versus

RAVI PARKASH

..Respondent(s)

-.-

CORAM: HON'BLE MR. JUSTICE ALOK JAIN

Present:- Mr. Vikram Singh, Advocate
for the petitioner.

ALOK JAIN, J. (Oral)

1. The present petition is for seeking setting-aside of order dated 12.11.2024 (Annexure P-5), whereby the application under Order 15 Rule 5 read with Section 151 Code of Civil Procedure (in short 'CPC'), moved by the plaintiff-respondent herein has been allowed and the petitioner has been granted one opportunity to pay the admitted rent on or before the next date of hearing, which is fixed as 10.12.2024.

2. Learned counsel for the petitioner on specific instructions from the petitioner submits that the petitioner is ready to deposit 25% of the admitted rent and he be granted some time to deposit the remaining amount.



3. A perusal of the paper-book demonstrates that the present petitioner has not paid the rent since 01.08.2021 and as of today, the outstanding rent would be more than ₹22 lacs and the respondent-landlord is neither getting the rent nor able to bear fruits of his property.

4. Learned counsel for the petitioner has vehemently argued that it was a specific stand of the petitioner that a portion of the premises rented to the petitioner were also rented out to one Ashish Verma for an interim period of 01.06.2021 to 28.04.2022 at the rate of ₹11,575/- and the said amount should have been reduced while calculating the outstanding amount.

5. Heard learned counsel for the petitioner at length and finding no merit in the contentions raised by the learned counsel for the petitioner as the provision of law is very clear, more over, vide order dated 12.11.2024 opportunity was granted to the petitioner to pay the '**admitted rent**' on or before the next date of hearing, failing which defence of the respondent would be struck off and accordingly his defence was struck off having failed to pay the admitted rent.

6. The petitioner has to demonstrate positively with cogent proof and at the best he can deposit the entire amount under protest reserving his right for either adjustment of amount in case the Court comes to the conclusion that portion of the rented premises was given on rent to somebody else or the admitted rent was not correctly calculated, but at this stage, the same cannot be allowed. The petitioner has to deposit the entire '**admitted rent**', as per rent deed between the parties failing which the operation of law shall continue.



7. In view of the above finding the present petition deserves to be dismissed. However, at this stage, learned counsel for the petitioner prays for withdrawal of the present petition with liberty to move an appropriate application before the concerned Court by depositing 25% of the admitted rent and seeking extension of time to pay the remaining rent.
8. Accordingly without commenting on the above, the present petition is dismissed as withdrawn without expressing any opinion on the merits of the case.

09.12.2024
Gaurav Sorot

(ALOK JAIN)
JUDGE

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