



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

CR-8225-2018 (O&M)

Date of Decision: November 28, 2025

M/s Budh Singh and sons and others

...Petitioners

Versus

Jagmohan Chourasia

...Respondent

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Kanwaljit Singh, Senior Advocate with
Ms.Muskan Sharma, Advocate
for the petitioners.

Mr.Avnish Mittal, Advocate
for the respondent.

ARCHANA PURI, J.

Challenge in the present revision petition is to the orders dated
15.05.2018 and 21.08.2018 passed by learned Rent Controller as well as
judgment dated 19.11.2018 passed by learned Appellate Authority.

The facts germane, to be noticed, are as follows:-

That, the respondent-landlord had filed the rent petition under Section
13 of The Haryana (Control of Rent & Eviction) Act, 1973, for seeking
eviction of the petitioner-tenant from the demised property, on the ground of
non-payment of rent @ Rs.1000/- per month, w.e.f. 08.9.2014 to 07.05.2016
and other ground pleaded was requirement of demised premises for personal
necessity.

However, in reply, though relationship of landlord and tenant was admitted by the petitioner-tenant, but however, the rent was disputed and it was asserted that the rent was Rs.600/- per month. Further also, it was denied that rent was due from 08.09.2014 Rather it was asserted to be due from 01.02.2015. The ground of bonafide necessity, as such, was also denied.

However, on 15.05.2018, the Rent Controller had assessed the rent, interest and cost and also the case was adjourned for 29.05.2018, for tendering of the rent. On, 29.05.2018, the presiding officer was on leave. The rent was not tendered and case was adjourned for 30.05.2018. On 30.05.2018, learned counsel for tenant tendered the assessed rent and requested the same to be given to the landlord. However, the landlord made a statement to the effect that the tendered amount is invalid and time barred and therefore, refused to accept the same. Thereupon, counsel for the landlord filed an application for ejectment of the tenant on the ground on non-payment of rent. Even, an application was filed by the tenant for placing on record the bank draft of Rs.12,584/-. Then, the concerned Officer, had adjourned the case for filing of the reply for 30.07.2018.

Vide order dated 21.08.2018, an application, for passing ejectment order, filed at the instance of the landlord, on account of non-compliance of order dated 15.05.2018, vide which the provisional rent was assessed, was decided by the Rent Controller and ordered eviction of the petitioner-tenant from the demised premises.

Feeling aggrieved, an appeal was filed by the tenant and the same was also dismissed by learned Appellate Authority vide judgment dated

19.11.2018.

Still not satisfied, the petitioner-tenant has filed the revision petition in hand.

In pursuance of the notice issued, the respondent made appearance through counsel.

Counsel for the parties heard.

At the very outset, it is submitted by learned counsel for the petitioner-tenant that the rent was wrongly claimed for the period w.e.f. 08.09.2014 @ Rs.1000/- per month, whereas, the actual rent was Rs.600/- per month and furthermore, it was already paid upto 31.01.2015. However, the rent was assessed on 15.05.2018 and the case was fixed for 29.05.2018. However, on 29.05.2018, counsel for the petitioner-tenant had appeared before the Rent Controller for tendering of the rent, but it came to his notice that the presiding officer was on leave and the matter was already adjourned by the Reader of the Court for 30.05.2018, for tendering of the assessed rent. It was pleaded that Reader of the Court had apprised the counsel for the petitioner-tenant about the presiding officer to be on leave.

Furthermore, it is submitted that when the presiding officer was on leave, therefore, the case as per the provisions of Chapter I Part K (4) of the High Court Rules and Orders, the case was adjourned for the next working day. However, counsel also submits that in consonance with the proviso to Section 13(2)(i) of the Haryana Rent Act, the tenant is required to make the payment of rent, within a period of 15 days of the first hearing on the application for ejectment and 30.05.2018 was the 15th day. Therefore, the rent could be paid. Moreover, it is also submitted that law laid down in

Rakesh Wadhawan vs. Jagdamba Industrial Corporation 2002(1) RCR 515, vis-a-vis, first hearing, is not applicable to the Haryana Rent Act.

In the light of the same, it is submitted that rent tendered by way of an application, as such, ought to be considered as valid tender and therefore, the ejectment could never have been ordered.

On the other hand, learned counsel for respondent-landlord submits that the Reader of the Court had not adjourned the case. In fact, it was dealt by the judicial officer, who passed the appropriate order, which reflects about the counsel for the tenant, having sought adjournment and thereupon, the case was adjourned for 30.05.2018. On the adjourned date, the Rent Controller was on leave and the file was put up before the same officer and on this account, when the assessed rent was tendered, the landlord refused to accept the same as it was invalid and time barred and thereafter, an application was filed.

It is further submitted that landlord refused to accept the tender, as it is not permissible for the officer to extend the date of tendering of the rent.

First of all, it is necessary to take note of the exact orders passed by the Rent Controller. On 29.05.2018, the date fixed for tendering of the rent, it was observed by the Rent Controller, as herein given:-

*“Present: Shri NK Gupta Adv. for petitioner.
Shri Rohit Mittal Adv. for respondent.*

File put up before me in compliance to order bearing Endorsement No.4343 dated 1.7.2011 passed by ld. District and Sessions Judge, Ambala as Ms.Ankita Loomba, ld. Civil Judge (Junior Division)-cum-JMIC, Ambala is on leave today.

Rent has not been tendered. Adjournment sought. Heard. Allowed. Adjourned to 30.05.2018 for tendering of rent.”

On 30.05.2018, the concerned Rent Controller, who made the assessment of the provisional rent was again on leave and file was again dealt by the same presiding officer, who had dealt with the file on 29.05.2018 and the order was passed, which is reproduced, as herein given:-

“Present: Shri NK Gupta Adv. for petitioner.

Shri Rohit Mittal Adv. for respondent.

File put up before me in compliance of order bearing Endorsement No. 1343 dated 01.07.2011 passed by Ld. District & Sessions Judge, Ambala as Ms. Ankita, Loomba, Ld. Civil Judge (Junior Division) cum-JMIC, Ambala is on leave.

Case was fixed for tendering of tent. Ld. Counsel for the respondent has tendered assessed rent and requested that same be given to petitioner. Petitioner made a statement to that effect that the tender amount is invalid and time barred therefore, he refused to accept the same. At this stage, Ld. Counsel for the petitioner filed application for ejectment of respondent on the ground of non payment of rent filed. Additionally, an application for placing on record the bank draft of amount 12,584/- has been moved by respondent. Ld. Counsel for the respondent made a statement to that effect that he had tendered the assessed amount but petitioner refused to accept the same. Therefore, a bank draft no. 012710 dated 30.05.2018 of HDFC bank has placed on record in original. Now to come up on 30.07.2013 for filing reply to the above said application.”

Thus, from the aforesaid orders, it is evident that on 29.05.2018, the Rent Controller was on leave and the requisite file was dealt by the presiding officer, who was on duty. In the light of the same, an

observation was made by the officer that rent has not been tendered and adjournment was sought, which was allowed and thereupon, it was adjourned for the next day, for tendering of rent. Again on 30.05.2018, the concerned Rent Controller was on leave and the file was put before the duty officer and requisite order, as reproduced aforesaid, was passed.

In the light of the aforesaid orders, one thing becomes very certain that it was not the Reader of the Court, who had adjourned the case for the very next day. Very correctly, it has been observed by the Appellate Authority that if the Reader was to adjourn the case, he would not have done it for the very next day, when the presiding officer, before whom, the case was originally listed, was again on leave. He would have given the longer date, if the Reader had to adjourn the case. Moreover, from the orders passed, it is evident that the orders were passed, while marking presence of the advocates and it was duly signed by the officer on duty.

Thus, it is evident that on both the dates, the case was dealt by the Court and specifically it has been observed that rent was not tendered and adjournment was sought. Such being the factual position, what is the validity of the tender made on 30.05.2018, has to be seen.

Now, the question arises, as to whether the Rent Controller could have adjourned the case beyond 29.05.2018 and whether, the time for payment of rent, could be extended by him.

Before advertng to the same, beneficial reference is made to ***Rakesh Wadhawan's case (supra)***, wherein, in detail the question, with regard to the manner of assessment of rent and manner of payment of the rent, so assessed was made and observations made in the concluding

paragraphs, is reproduced, as herein given:-

“30. To sum up, our conclusions are :

- 1. In Section 13(2)(i) proviso, the words ‘assessed by the Controller’ qualify not merely the words ‘the cost of application’ but the entire preceding part of the sentence i.e. ‘the arrears of rent and interest at six per cent per annum on such arrears together with the cost of application’.*
- 2. The proviso to Section 13(2)(i) of East Punjab Urban Restriction Act, 1949 casts an obligation on the Controller to make an assessment of (i) arrears of rent, (ii) the interest on such arrears, and (iii) the cost of application and then quantify by way of an interim or provisional order the amount which the tenant must pay or tender on the ‘first date of hearing’ after the passing of such order of ‘assessment’ by the Controller so as to satisfy the requirement of the proviso.*
- 3. Of necessity, ‘the date of first hearing of the application’ would mean the date falling after the date of such order by Controller.*
- 4. On the failure of the tenant to comply, nothing remains to be done and an order for eviction shall follow. If the tenant makes compliance, the inquiry shall continue for finally adjudicating upon the dispute as to the arrears of rent in the light of the contending pleas raised by the landlord and the tenant before the Controller.*
- 5. If the final adjudication by the Controller be at variance with his interim or provisional order passed under the proviso, one of the following two orders may be made depending on the facts situation of a given case. If the amount deposited by the tenant is found to be in excess, the Controller may direct a refund. If on the other hand, the amount deposited by the tenant is found to be short or deficient, the Controller may pass a conditional order directing tenant to place the landlord in*

possession of the premises by giving a reasonable time to the tenant for paying or tendering the deficit amount, failing which alone he shall be liable to be evicted. Compliance shall save him from eviction.

6. While exercising discretion for affording the tenant an opportunity of making good the deficit, one of the relevant factors to be taken into consideration by the Controller would be, whether the tenant has paid or tendered with substantial regularity the rent falling due month by month during the pendency of the proceedings.”

However, learned counsel for the petitioner-tenant submits that the judgment delivered by the Hon’ble Supreme Court in ***Rakesh Wadhawan’s case (supra)***, does not apply in view of the proviso to Section 13(2)(i) of the Haryana Rent Act.

However, this submission is not tenable. Suffice to make reference to the decision rendered by the Hon’ble Supreme Court in ***Vinod Kumar vs. Prem Lata, AIR 2003 (SC) 3854***, wherein, it was observed as herein given:-

“The learned senior counsel for the review-petitioner tried to draw a distinction between the provisions of the Punjab Act and the Haryana Act, submitting that the CR No.1164 of 2022 7- phraseology employed in the two Acts is different, and, therefore, the decision in Rakesh Wadhawan's case which is under the Punjab Act has no relevance and applicability insofar as the provisions of the Haryana Act are concerned. We find no merit in the submission so made. Except for a difference in the manner of constructing the sentences there is no substantial difference in effect between the two provisions and the crux of the issue emerging for decision under the relevant provisions of the two Acts remains the same.”

Furthermore, it was also observed in paragraph No.9 that “.....*The decision in Rakesh Wadhawan’s case correctly lays down the law and is re-affirmed. The interpretation placed by this Court in Rakesh Wadhawan’s case on Section 13(2)(i) with the proviso in the Punjab Act applies for interpreting Section 13(2)(i) and the proviso as contained in the Haryana Act.*”

Therefore, the contention that judgment of the Hon’ble Supreme Court passed in ***Rakesh Wadhawan’s case (supra)***, does not apply in view of proviso to Section 13(2)(i) of the Haryana Act is rejected, it having been authoritatively held that interpretation by the Hon’ble Supreme Court in ***Rakesh Wadhawan’s case (supra)***, applies to interpret Section 13(2)(i) and its proviso of the Haryana Rent Act.

Also reference is made to ***Sat Paul Jindal vs. Smt.Sushma, 2011(45) RCR (Civil) 19***, which is a case pertaining to Haryana Rent Act and following observations were made:-

“13. Admittedly, the provisional rent was assessed by the Rent Controller on 28.3.2011 and the tenant was directed to make the payment by 29.3.2011. The aforesaid order of provisional assessment was never challenged by the tenant within the statutory period as provided and in this view of the matter since the tenant had committed the default by not paying the provisionally assessed rent upto the stipulated date, the Rent Controller had no jurisdiction to extend the time for tendering of provisionally assessed rent. If there is a fault on the part of the tenant, the eviction order has to follow, the order dated 22.4.2011 granting opportunity to the tenant to make the payment of provisionally assessed rent cannot be sustained and

is liable to be quashed, to that extent.”

Thus, it becomes amply clear that the first date, after assessment of rent, is the cut off date, when the petitioner-tenant has to tender the rent. On failure to do so, the Rent Controller has no jurisdiction to extend the period and the consequences as laid down in ***Rakesh Wadhawan’s case (supra)*** would have to follow.

In the case in hand, on 29.05.2018, when the Rent Controller was on leave, the file was dealt by the other presiding officer and specific order, with regard to the tender not having been made and adjournment sought, was passed by the Court. On the subsequent date i.e. 30.05.2018, the same officer had dealt with the file and passed the order, with regard to the tender, which was not accepted and further, also about the tender of the rent, by way of demand draft and the application filed, with regard to seeking ejectment of the petitioner and the case was adjourned further.

This all shows that the tenant was not inclined to tender rent on 29.05.2018. As observed aforesaid, although plea has been taken that the case as adjourned by the Reader, but the same, as such, does not, stand established, when we go through the orders passed by the presiding officer.

Not only this, in the grounds of revision, at first instance, it is stated that it was only on 30.05.2018, when the petitioner-tenants went for tendering of the rent, they came to across the order dated 29.05.2018 and only thereupon, they came to know that on 29.05.2018, the matter was adjourned for 30.05.2018 by the coordinate bench. However, in the later portion of the grounds, it is stated that it was on 29.05.2018, when in the

evening, the petitioner checked the case on the official website of the trial Court, it was found that the matter was taken up by the coordinate bench and the same adjourned for 30.05.2018.

Thus, the version to put forth, about having come to know about the order passed on 29.05.2018 is palpably erroneous, as the order had been passed by the presiding officer. If this requisite order of 29.05.2018 had not been passed in the presence of the counsel, then obviously, the petitioner-tenant would have raised this issue before the presiding officer on the next day, more particularly, when the presiding officer was same, who dealt with the file on 29.05.2018, but no such application, about the order to have been passed in the absence of the counsel for the parties was filed.

Furthermore, it is also necessary to note that if by virtue of filing of an application, the tender was made on 30.05.2018 before the duty officer, then it could have been so made, even on 29.05.2018. At that time, no such tender was made and adjournment was sought, as observed in the order.

Considering the aforesaid orders and more particularly, considering the law laid down in ***Rakesh Wadhawan's case (supra)***, there is no infirmity or illegality in the orders passed by the Courts below and the same brooks no interference by this Court.

Hence, the revision petition sans merit and the same is hereby dismissed.

November 28, 2025
Vgulati

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No