



CR No.1523 of 2025 (O&M)

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

**CR No.1523 of 2025 (O&M)
Date of Decision: 12.03.2025**

Mohd. Rahi @ Mohammad Rahi

...Petitioner

Vs

Raj Kumar Singla

...Respondent

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Munfaid Khan, Advocate
for the petitioner.

VIKRAM AGGARWAL, J (ORAL)

The instant revision petition assails the order dated 03.09.2024/04.10.2024, passed by the Court of learned Rent Controller, Faridabad vide which the eviction petition filed by the respondent under Section 13 of the Haryana Urban (Control of Rent and Eviction) Act, 1973 (hereinafter referred to as 'the Rent Act') was allowed and the order dated 20.02.2025, passed by the learned Appellate Authority, Faridabad vide which the appeal filed by the petitioner against the said order was dismissed.

2. The facts, as emanating from the revision petition, are that the respondent-landlord filed a petition under Section 13 of the Rent Act for eviction of the petitioner-tenant from Shop No.292, Main Bazar, near Bablu Jewellers. B.K.Market Ballabgarh, Faridabad (hereinafter referred to as 'the demised premises') on the ground of non-payment of rent. The case set up was that rent deed dated 11.05.2022 had been executed between the parties

for a period of 11 months w.e.f. 01.01.2022 to 30.11.2022. Though,

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initially, no rent deed was executed, however, on 11.05.2022, the rent deed was executed mentioning the rent of Rs.1,20,000/- per month. It was averred that a second rent agreement was executed on 10.04.2023 and rent was fixed at Rs.1,30,000/- per month. The tenancy commenced from 01.04.2023 and continued upto 28.02.2024. A sum of Rs.2,60,000/- was paid as rent for the month of April and May, 2023 through RTGS on 07.04.2023 and Rs.1,30,000/- was also paid through RTGS on 17.05.2023 as rent for June, 2023 in advance. Another sum of Rs.1,30,000/- was paid on 23.06.2023 as rent for the month of July, 2023. It was averred that the petitioner-tenant was in arrears of rent for August and September, 2023 and advance rent of October, 2023.

3. The petition was opposed by the petitioner-tenant. The relationship of landlord and tenant was admitted but the rate of rent was denied. A stand was taken that rent had been fixed at Rs.30,000/- per month which he had regularly been paying. The landlord had prepared the rent deed by misusing the blank signed papers of the petitioner.

4. Vide order dated 03.09.2024, provisional rent was assessed by the Court of learned Rent Controller, Faridabad and in terms of the ratio laid down by the Hon'ble Supreme Court of India in the case of ***Rakesh Wadhawan versus M/s Jagdamba Industrial Corporation 2002 AIR (SC) 2004*** approved in the case of ***Vinod Kumar versus Prem Lata 2003 AIR (SC) 3854***, a sum of Rs.16,32,600/- was calculated to be outstanding. The case was adjourned to 04.10.2024, for payment of rent. On 04.10.2024, the rent was not paid upon which, eviction was ordered. An appeal was filed by



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the petitioner which too has been dismissed, leading to the filing of the present revision petition.

5. I have heard learned counsel for the petitioner.

6. Learned counsel for the petitioner submits that the Courts did not consider that the rent in fact was Rs.30,000/- per month and the rent deeds were forged and fabricated documents since blank signed papers had been misused. Learned counsel submits that a sum of Rs.30,000/- was paid on few occasions but that amount was not adjusted. He further submits that the petitioner is willing to deposit some amount. He also submits that six months time be granted to the petitioner to vacate the demised premises.

7. I have considered the submissions made by learned counsel for the petitioner.

8. The provisional rent was assessed by the Court of learned Rent Controller vide order dated 03.09.2024;

“4. On the perusal of the pleadings between both the parties, it is revealed that relationship of landlord and tenant has been admitted by both the parties and it has also been admitted that rate of rent was payable from 01.04.2023 was Rs.1,30,000/- per month with one month advance rent. Since, it is averment of petitioner that rent has not been paid from 01.08.2023 to 31.10.2023 till today (01.08.2023 to 01.08.2024). It is settled law that the onus to prove the rate of rent is on the landlord and the onus to prove the payment of rent is on the tenant. The landlord/petitioner has placed on record the rent agreement which prima-facie proves the rate of rent as Rs.1,30,000/-. On the contrary, the respondent/tenant has failed to prove the payment of rent.”

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11. The ratio of the judgment of the Hon’ble Supreme Court of India in the Rakesh Wadhawan case (supra) is applicable to the State of Haryana by virtue of the judgment of 3 judges bench in Vinod Kumar v. Prem Lata 2003 AIR (SC) 3854. Thus, applying the dictum laid by the Hon’ble Supreme Court of India in the above mentioned judgments and keeping in view the totality of the entire facts and circumstances, following provisional assessment is hereby made as under:-

1.	Total arrears of rent (for 12 months)	Rs.15,60,000/-
2.	Interest	Rs.67,600/-
3.	Cost	Rs.5,000/-
4.	Total	Rs.16,32,600/-

12. Adjournment sought by the learned Counsel for the respondent for tendering of the provisionally assessed rent. Heard and allowed. Now to come up on 04.10.2024 for payment/tender of the provisionally assessed rent, failing which direct eviction will follow.”

9. The matter was thereafter taken up on 04.10.2024. Notably, the petitioner herein had sought time for payment of the rent assessed on 03.09.2024 which is evident from the order itself. However, on 04.10.2024 i.e. the date fixed, the said rent was not tendered and an adjournment was sought that the petitioner was to file an appeal before the Appellate Authority. Under the circumstances, eviction was ordered. In the considered opinion of this Court, no illegality was committed by the Court of learned Rent Controller by ordering eviction on account of non-tendering of the assessed rent. In fact, the Court proceeded completely in accordance with law. It is no longer *res integra* that if the assessed rent alongwith costs, interests etc. are not tendered on the date fixed, no other proceedings



are to be carried out and eviction has to follow. In this view of mine, I draw support from a judgment of the Supreme Court of India in the case of ***Dalip Kaur Brar versus M/s Guru Granth Sahib Sewa Mission (Regd.) and Anr. 2017 AIR (SCW) 1914***. In this case, the Supreme Court of India held that even if the tenant intended to file an appeal, the assessed amount had to be deposited and if it was subsequently found that it was excessive, the same could be refunded. It was reiterated that in case of non-payment of the assessed amount, eviction would follow;

“27. One line of interpretation for construing the provisions of Section 13 is that which has been suggested on behalf of the respondents. According to this interpretation (which seeks to draw sustenance from the observations in Harjit Singh Uppal (supra)), the tenant would be at liberty to ignore the order of provisional assessment passed by the Rent Controller and upon the passing of an order of eviction for non-compliance, to pursue the remedy of an appeal under Section 15(1) (b). According to this line of interpretation, in the appeal under Section 15(1)(b) the tenant may demonstrate that the order of provisional assessment was erroneous and as a consequence thereof, the order of eviction must fail. The issue is whether such an interpretation must be adopted invariably in all cases. In our view, the interpretation of the provisions of Section 13 must bring about a just balance between the rights of the tenant and those of the landlord. On the one hand, there is a need for protecting the tenant against being subjected to a disproportionate demand by the landlord and of suffering in consequence, an unjust decree of eviction. On the other hand there is a need to protect the landlord against the tactics which a recalcitrant tenant may adopt by deploying every gambit in the rule book to defeat the just claims of the



landlord to the payment of rent. The judgment rendered by this Court in Wadhawan (supra) and reaffirmed by a Bench of three Judges in Vinod Kumar (supra) brings about a just balance by interposing the function of the Rent Controller who determines on a provisional basis the arrears of rent, interest and costs. This determination ensures on the one hand that while the tenant is protected against an unjust demand by the landlord, the landlord in turn is not deprived of the just dues owing on account of the use and occupation of the property by the tenant. Upon a provisional determination being made by the Rent Controller, the tenant must deposit the amount of the demand, on the first hearing of the application for ejectment. What needs to be kept in mind is, that the proviso under 13(2) (i) is a concession, and also, that it is based on a provisional "assessment". A tenant admitting to be in arrears of rent, within the parameters provided for under Section 13(2)(i), is liable to eviction forthwith. To avail of the concession, the provisional "assessment" , must be complied with. If the tenant does so the payment is deemed to have been made within time. If the tenant fails to do that, the Rent Controller is empowered to pass a decree for eviction. The manner in which a wrongful provisional "assessment" will be remedied have been laid down in Wadhawan and Vinod Kumar (supra). The tenant upon complying with the order of the Rent Controller is not left without a remedy. When the Rent Controller subsequently makes a final determination of the rent payable, if it is found that the tenant has paid an amount in excess, the Rent Controller can issue directions for refund or adjustment, as the case may be. A tenant who complies with an order of provisional assessment by the Rent Controller is to be protected against eviction. At the same time, the tenant is entitled to pursue the challenge to the assessment made by the Rent Controller. A tenant who fails to observe the order



of provisional assessment will not be protected against an order of eviction. That will, however, not deprive the tenant of a right of appeal, as held in Harjit Singh Uppal (Supra).”

10. The same view was taken by the Appellate Authority as well;

“10. In the present case, tenant did not opt to tender the rent provisionally assessed by Learned Rent Controller. Order vide which provisional rent was assessed was also never challenged from the date of order till order of eviction was passed. Though a plea was raised before Learned Rent Controller that appeal against the order is likely to be filed before the Appellate Court, but of no use in view of above said discussion. As already discussed above, the Rent Controller was required to assess provisional rent in view of law laid down in Munish Bhatia’s case (supra) and only thereafter, the petition will proceed further and once provisional rent was assessed, the tenant was required to deposit the same within stipulated period given by Learned Rent Controller. Since tenant failed to show any cogent reason for not tendering the provisionally assessed rent, Learned Rent Controller did not commit any illegality or irregularity in ordering eviction of appellant-tenant and rightly placed reliance upon case titled Amrit Lal Vs. Surender Pal Jain CR No.6107 of 2022. Furthermore, in case titled Satish Kumar Vs. Ashok Kumar and others judgment dated 14.05.2012 passed by Hon’ble Punjab & Haryana High Court in Civil Revision No.2901 of 2012 (O&M), wherein it has been held that once the arrears of rent remained unpaid on first date of hearing being provisionally assessed, ejectment order had to follow. As such, impugned order is not liable to be interfered with and the appeal in hand deserves to be dismissed and it is ordered accordingly.”



11. No other argument has been raised.
12. I do not find any illegality in the impugned orders warranting interference, for, they have been passed strictly in accordance with the settled proposition of law.

In view of the above, I do not find any merit in the present revision petition and the same is accordingly dismissed.

12.03.2025
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(VIKRAM AGGARWAL)
JUDGE

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