

2025:PHHC:124519



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

CR-2081-2025 (O&M)

Date of Decision: 09.09.2025

Bikram Singh

.... Petitioner

Versus

Mohinder Pal

...Respondent

CORAM: HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Jagdish Mahal, Advocate, for the petitioner.

Ms. Simran Singh, Advocate, along with the
respondent in person.

VIKRAM AGGARWAL, J.

This is tenant's revision petition against the order dated 21.12.2024 passed by the Appellate Authority, Pathankot, dismissing the appeal filed against the eviction order dated 20.09.2022 passed by the Rent Controller, Pathankot.

2. The respondent-landlord (Mohinder Pal), instituted a petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949, seeking eviction of the petitioner-tenant (Bikram Singh) from a shop marked as 'ABCDE' in the site plan (fully described in the eviction petition), situated in Malkiat Complex, Bhadroya Road, Pathankot (hereinafter referred to as 'the demised premises'). The case set up was that the respondent-landlord was owner-landlord of the demised

premises, being co-owner of the entire Malkiat Complex. It was averred that all the shops situated in the said complex had been mutually partitioned by the co-owners in a family partition arrived at on 09.02.2017. In the said petition, the demised premises had fallen to the exclusive share of the respondent-landlord. As per the respondent-landlord, due intimation in this regard had been given to the petitioner-tenant.

3. It was averred that the demised-premises had been taken on rent by the petitioner-tenant @ Rs.5500/- per month on 18.08.2003 with 10% increase in the existing rent after a period of every three years. The tenancy commenced on 01.09.2004. The petitioner-tenant was stated to be in arrears of rent from 01.02.2017 to 30.11.2017 as a result of which, the eviction petition was filed.

4. In the written statement, preliminary objections regarding maintainability, *locus-standi* and concealment of material facts, were raised. On merits, it was admitted by the petitioner-tenant that he was a tenant in the demised premises, having taken the same on rent from Smt. Surinder Kaur vide rent note dated 18.08.2004. He, however, denied the relationship of landlord and tenant between him and the respondent-landlord. The partition dated 09.02.2017 was stated to be illegal, null and void. Averments as regards non-payment of rent were denied. It was averred that if any order of assessment of rent was passed, he was ready to pay the rent.

5. From the pleadings of the parties, the following issues were framed by the Rent Controller:-

- “1. Whether relationship of landlord and tenant exists between the parties? OPA
2. If issue No.1 is proved, whether respondent is liable to be ejected from the demised premises? OPA
3. Whether this ejectment application is not maintainable? OPR
4. Whether applicant has concealed the material facts from the Court? OPR
5. Relief.”
6. Parties led their respective evidence.
7. Vide order dated 20.09.2022, the Rent Controller allowed the eviction petition holding that the relationship of landlord and tenant had been proved. It was further held that since the relationship had been denied by the petitioner-tenant, there was no requirement of assessing the provisional rent and once the said relationship had been proved and it had been found that the petitioner-tenant was in arrears of rent, no further opportunity deserved to be granted for payment of the rent. The appeal preferred against the said order of eviction, was dismissed vide order dated 21.12.2024 passed by the Appellate Authority, leading to the filing of the instant revision petition.
8. I have heard learned counsel for the parties.
9. Learned counsel for the petitioner has submitted that both Courts have gravely erred in allowing the eviction petition. The sole argument raised is that the petitioner-tenant is willing to pay the rent and that under the circumstances, the Courts should have accepted the contention. Learned counsel, while referring to the impugned orders, has submitted that the same are not sustainable. In support of his contentions, learned counsel for the petitioner has placed reliance upon the

judgments in Satish Chand Makhan and others Vs. Goverdhan Dass Byas and others, (1984)1 SCC 369; Dhian Kaur Vs. Prem Pal Sran, (2014)16 SCC 365; Rakesh Wadhawan Vs. M/s Jagdamba Industrial Cooperation, (2002)5 SCC 440; Baljeet Singh Vs. Sukhinder Singh Bawa and another, 2020(1) RCR (Rent) 348; Amarjit Singh and others Vs. Alamjit Singh Mann, 2012(1) RCR (Rent) 417; Punjab State Federation of Consumers Cooperative Store Ltd. Chandigarh Vs. Mrs. Sudha Devi and others, 2014(49) RCR (Civil) 471.

10. Per contra, learned counsel for the respondent-landlord has submitted that there is no illegality in the impugned orders. She submits that once the relationship of landlord and tenant had been denied, there was no necessity for assessing provisional rent and further, there was no requirement of giving any opportunity for payment of rent. In support of her contentions, she has placed reliance upon the judgments in M/s. Chopra Jewellers Vs. Rajender Pal Gupta, 2010(1) RCR (Rent) 228; Preeti Vs. Manmohan Singh and others, 2008(1) RCR (Rent) 307; Mukesh Sudhir Vs. Vinish Sood, 2024(1) RCR (Rent) 186 and the judgments of the Hon'ble Supreme Court in Devasahayam (Dead) by LRs. Vs. P. Savithramma and others, (2005)7 SCC 653 and Asha Rani Gupta Vs. Vineet Kumar, (2023)20 SCC 273.

11. I have considered the submissions made by learned counsel for the parties.

12. Before advertng to the merits of the case, it would be apposite to refer to the legal position.

13. It is well settled that once the relationship of landlord and tenant is denied, there would be no requirement of assessment of provisional rent in terms of the judgment in Rakesh Wadhawan (supra). It is further well settled that if after denial of such relationship, the relationship of landlord and tenant is proved and the tenant is found to be in arrears of rent, no further opportunity is required to be granted for payment of rent and only eviction order would follow. Reference in this regard can be made to the judgment of a Coordinate Bench of this Court in **Ram Gopal Vs. Rekha Tyagi**, 2024(2) RCR (Rent) 152, wherein, while referring to the other judgments viz **Ramanand Shashtri Vs. Gian Singh**, 2003(1) RCR (Rent) 735; **Yash Pal Singh Vs. Vijay Kumar**, 2004(1) RCR (Rent) 718, **Jagdish Singh Vs. Mohan Lal**, 2004(2) RCR (Rent) 114, the Coordinate Bench, reiterated the aforesaid position of law and held as under:-

“17. Since, the relationship of landlady and tenants has been denied, therefore, the petitioners-tenants had foregone their right to call upon the Rent Controller to assess the rent and grant an opportunity to pay the arrears of rent. Very rightly, learned Courts had held about the Rent Controller to be under no obligation to assess the provisional rent, as a tenant denying the relationship of landlady and tenant, asserts a positive right, not to tender rent and therefore, cannot fall back upon the ratio in **Rakesh Wadhawan** v. **Jagdamba**

Industrial Corporation, 2002(1) RCR (Rent) 514.

case.

18. Where a tenant proceeds to dispute the locus standi or ownership of the landlord and thereupon, denies the relationship of the landlord and tenant, such a tenant, in essence, asserts a positive plea of refusal to tender rent. Whether, such a tenant would be entitled to protection of Section 13 of the Act, as interpreted by the Hon'ble Supreme Court in **Rakesh Wadhawan's** case (supra), has been answered in a numerous judgments. Beneficial reference is made to the **Ramanand Shashtri vs. Gian Singh**, 2003(1) RCR (Rent) 735 and the relevant observations, made therein, are as follows:-

“I have thoughtfully considered the submissions made by the learned counsel for the tenant-petitioner and am of the view that the same are devoid of merit. The first submission that the tenant-petitioner was entitled to an order of assessment by the Rent Controller in terms of the law laid down by the Supreme Court in the case of Rakesh Wadhawan (supra) would not require any detailed consideration because in cases where the tenant disputes the relationship of landlord and tenant it is not expected of the Rent Controller to pass an assessment order of rent directing the tenant to pay that rent. In such cases, exercise to be taken by the Rent Controller would be futile and would rather go contrary to the stand of the parties. After all framing of assessment order is not a mere ritual by the Rent Controller that in every case the Rent Controller must pass such an order. Moreover, even if the Rent

Controller passes such an order and the tenant maintains his stand of denying the relationship then he cannot be asked to pay the rent. It would also be unjust that the tenant would first get the finding of subsisting relationship and then deposit the rent. Such a course would also be unfair and unjust to the landlord-respondent. Therefore, I have no hesitation in rejecting the first argument raised by the learned counsel."

19. Similarly, it was so held in Yash Pal Singh Vs. Vijay Kumar, 2004(1) RCR (Rent) 718, Narinder Singh Vs. Sarabjit Singh, 2006(2) RCR (Rent) 226 and Jagdish Singh Vs. Mohan Lal, 2004(2) RCR (Rent) 114, which also found also found reference in Mrs. Preeti vs. Manmohan Singh and another, CR-3539-2006, decided on 07.01.2008."

14. Reverting to the facts of the present case, though during the course of arguments, learned counsel for the petitioner raised no argument as regards the findings qua the relationship of landlord and tenant, I deem it appropriate to go into the same lest it may prejudice the rights of the parties.

15. The respondent-landlord placed reliance upon the family partition dated 09.02.2017 (Exhibit A1), as per which, the demised premises had fallen to his share. Notices (Exhibits A.4 and A.5) were also produced to show that the respondent-landlord had called upon the petitioner-tenant to pay the rent. The petitioner-tenant, admitted his tenancy and the rate of rent of Rs.5500/- per month, but stated that he was a tenant under Surinder Kaur and not under Mohinder Pal (the respondent-

landlord). Further, Surinder Kaur appeared as AW2 and deposed about the family partition having taken place. Under the circumstances, it was rightly held by the Courts that the relationship of landlord and tenant duly stood proved. Notably, the relationship was not proved on the basis of the unregistered rent note, but by way of other evidence led on the record of the case, as referred to above.

16. Once, the relationship of landlord and tenant was proved and the rate of rent was also proved, it was rightly held that increase clause could not be considered since the rent note had been executed between Surinder Kaur and the petitioner-tenant and the same was unregistered. Therefore, only the admitted rate of rent was considered and it was found that the petitioner-tenant was in arrears of rent. Once, the relationship of land and tenant had been denied by the petitioner-tenant and it was ultimately proved that there was a relationship of landlord and tenant between the parties and further the petitioner-tenant was found to be in arrears of rent, then in accordance with the ratio of the law referred to in the preceding paragraphs, no opportunity for tendering the rent was required to be given.

17. Both Courts, therefore, committed no illegality or irregularity in allowing the eviction petition. Even otherwise, it is well settled that in revisional jurisdiction, interference against the concurrent findings is required, if the findings are found to be perverse, failing which such findings are not to be disturbed.

18. I have gone through the judgments relied upon by learned counsel for the tenant-petitioner. In Satish Chand

Makhan's case (supra), the tenants occupied the rented premises after the expiry of lease. They were held to be tenants by holding over and not at sufferance and, therefore, a notice to quit under Section 106 of the Transfer of Property Act, was required to be issued to them. It was also held that an unregistered lease deed could be admissible for collateral purposes, but terms of lease deed were not a collateral purpose. There is no dispute in the ratio of law laid down in the said judgment. However, the same would not come to the aid of the petitioner-tenant since the rent had not been assessed on the basis of the terms of the lease deed, but on the basis of the admission of the petitioner-tenant.

19. The judgment in the case of Dhian Kaur (supra), would also not come to the aid of the petitioner-tenant. Since in the present case, the relationship of landlord and tenant was denied, therefore, the judgment in the case of Rakesh Wadhawan (supra), would not be applicable. In Baljeet Singh's case (supra), some errors had been committed by the Rent Controller, while assessing the provisional rent. A Coordinate Bench of this Court, therefore, set aside the order of the Appellate Authority, which instead of correcting the error, denied extension in time. This judgment would also not come to the aid of the petitioner-tenant, being totally on different facts. For the same reasons, the other judgments would also not be applicable to facts of the instant case, especially in view of the settled law on the subject discussed in the preceding paragraphs.

20. In view of the above, the instant revision petition is found to be devoid of merit and the same is, accordingly, dismissed. The amount deposited in the Registry by the petitioner in compliance of the order dated 04.04.2025 be refunded to the petitioner, as per Rules.

21. Pending application(s), if any, shall also stand disposed of.

[VIKRAM AGGARWAL]
JUDGE

09.09.2025
ds

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