

2025.PHHC.027589



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

**CR No.4108 of 2024 (O&M)  
Date of decision : 13.02.2025**

Rishu Chopra and others

....Petitioners

Versus

Hemyog Hotels Pvt. Ltd.

....Respondents

**CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN**

Present : Mr. Dixit Dhiman, Advocate  
for the petitioners.

Mr. Divanshu Jain, Advocate with  
Mr. Arjun Sangwan, Advocate,  
Mr. Minkal Rawal, Advocate and  
Mr. Abhinav Goel, Advocate  
for the respondent.

**PANKAJ JAIN, J. (ORAL)**

Defendants No.1, 3 and 4 are in revision aggrieved of order dated 19<sup>th</sup> of March, 2024 whereby application filed by them under Order XI Rules 12, 13, 14 CPC seeking direction to the plaintiff to place on record original of the documents mentioned in the application and to supply copies of the same to defendants No.1, 3 and 4, stands declined.

2. Plaintiff filed suit seeking recovery of Rs.3,68,00,000/- as unpaid rent *qua* premises bearing SCO No.22, Madhya Marg, Sector 26 Chandigarh rented out by the plaintiff to defendants No.1 and 2 vide registered lease deed dated 22.04.2016. It was further claimed that the premises was taken on rent by defendants No.1 and 2 to run business in the

name of defendant No.4 and defendant No.3 stood as guarantor and undertook to pay all arrears of rent, water and electricity charges. Suit was instituted by the plaintiff/Company through Ramesh Sood claimed to have been appointed by the Board of Directors to be authorized representative vide resolution dated 06.06.2022. It was claimed that defendants No.1 and 2 defaulted in the payment of rent. The plaintiff was constrained to file successive eviction petitions. Provisional rent was assessed by Rent Controller vide order dated 08.11.2021 in the third eviction petition. On non-payment of the rent, defendants have been ordered to be evicted vide order dated 20.12.2021. The order has attained finality. The present suit has been thus filed seeking recovery of pending rent.

3. Instant application was filed under Order XI Rules 12, 13, 14 read with Section 151 CPC seeking direction to the plaintiff to produce the original documents and supply the same to the defendants. The list of documents reads as under:

- “I) Original Resolution dated 18.04.2016 and 22.04.2016 of Hemyog Hotels Pvt Ltd.
- II) Original 24 cheques submitted by R & R Associates to B.B. Bahl as a security at the time of execution of lease deed dated 22.04.2016
- III) 3 cheques of the value of Rs.6,34,000/- each issued by R & R Associates in the favour of Hemyog Hotels Pvt Ltd. after settlement of decreased rent in the presence of B.B. Bahl and his advocate named N.K. Jain and in the presence of other person at that time of settlement in the Year 2017
- IV) Original of minutes of Books of Hemyog Hotels Pvt Ltd. of the April 2016

V) Reply filed by Sh. Subhash Anand in the complaint filed by Sh. Rajesh Chopra, complainant before the office of S.S.P., Police Headquarter, Sector-09, Chandigarh on dated 29.11.2021 vide compt Reference No.PW202126135 dt 29.11.2021

VI) Original list of the articles of R & R Associates and lying in the premises of Hotel President at sco no. 22, Madhya Marg, sector-26, Chandigarh

VII) Original copy of the extract of minutes from the meetings of the Board of directors of the company and minutes of books of the meeting of Hemyog Hotels Private Limited held on 6 day of june 2022 appointing Sh. Subhash Anand and Ramesh Sood S/o Sh. Kartar Chand R/o H. No. HL 254, phase -ii, Mohali as authorised representatives.

VIII) Original Copy of the Registered Lease deed executed between B.B. Bahl, Being managing director of Hemyog hotels Pvt. Ltd. And R & R Associates on dated 22.04.2016

IX) Original copy of death certificate of Sh. B.B. Bahl, whether died in U.S.A. or in any other country

X) Documents regarding to the ownership of the President Hotel at sco no. 22 Madhya Marg, sector 26 Chandigar

XI) Bank statement of Hemyog Hotels Pvt ltd, pertaining to the year from 1.04.2016 to 31.12.2022, and signing authority of Hemyog Hotel Pvt. Ltd. On dated 1.04.2016

XII) Details of the Amount of Rs. 40,00,000/- (Rupees Forty lakhs Only) as a security along with the amount of Rs.9,50,000/- (Rupees nine Lkhs fifty Thousand Only) which was taken by Hemyog Hotels Pvt. Ltd. As an advance Rent at the time of execution of lease deed dated 22.04.2016 and both the amounts are still is lying with the plaintiff.”

**4. The landlord responded thereto, pleading as under:**

i) The original resolutions dated 18.4.2016 & 22.4.2016 are not the subject matter of the suit. The suit has been filed on the basis of resolution dated 6.6.2022.

(ii and iii) The cheques referred in sub clause (ii) & (iii) have become redundant & were never encashed and the same are not the

subject matter of the suit. The defendant admitted the settlement arrangement qua the rent, therefore the suit has been filed on the basis of the said settlement dated 6.7.2017.

(iv) The original minutes book of April, 2016 has nothing to do with the suit in question.

v) The reply filed by Shri Subhash Anand is not with the plaintiff company as the same was not filed at the behest of the company or as representative of the company.

vi) The possession of the premises was received by the bailiff of the court & at that time no articles of the defendant were there. In fact the premises in question was rented out with all furniture, equipments, accessories etc. etc. Most of the articles etc. of the plaintiff, the defendant removed before the delivery of possession to the plaintiff by the court. The plaintiff reserves their right to claim the said articles which were handed over under the lease to Shri Rishi Chopra & Shri Rakesh Mohan who started their business in the name of defendant No. 4. The bailiff of the court also prepared a list of articles at the time of delivery of possession which is lying in the execution file.

vii) The plaintiff has attached the true copy of the resolution & the original shall be produced at the time of evidence which is in the custody of the Director of the plaintiff company. The original minutes book need not to be produced in the court at this stage.

(ix & x) The copy of the death certificate of Shri B.B. Bahl who died in USA is not required as the suit has been filed by the company Hemyog Hotels who was the landlord of the premises & got the possession through the process of the court in the execution proceedings. The ownership document is also not required as the plaintiff company was not the owner & it was only a landlord who rented out the premises & the relationship of landlord & tenant was between the plaintiff & the defendant No. 4 through its partners. In fact the partners were the tenants in the premises. The partnership is not a legal entity.

(xi & xii) The statement of account is not required for the purposes of the present suit. The defendants have admitted the liability of rent in their previous litigation & the last part. payment

was made in the court & the security amount was adjusted towards the outstanding balance as calculated upto July, 2019.

5. The aforesaid application now stands rejected vide impugned order.

6. Counsel for the petitioners is not in position to dispute that the present suit has been filed on the basis of resolution dated 06.06.2022 and not on the basis of resolutions dated 18.04.2016 and 22.04.2016. He has not been able to show as to how the said resolutions are relevant for the present *lis*. Same is the observations by the Trial Court w.r.t. other documents. Ld. Counsel for the petitioners has not been able to show as to how any of the documents sought to be produced by way of application filed under Order XI Rules 12, 13, 14 CPC can be said to be relevant to the present *lis*.

7. Present revision has been filed under Article 227 of the Constitution of India. While explaining the scope of Article 227 and supervisory jurisdiction conferred on High Court, Supreme Court in the case of **Sadhana Lodh vs. National Insurance Company Limited and others, (2003) 3 SCC 524** observed as under:

“7. The supervisory jurisdiction conferred on the High Courts under Article 227 of the Constitution is confined only to see whether an inferior court or Tribunal has proceeded within its parameters and not to correct an error apparent on the face of the record, much less of an error of law. In exercising the supervisory power under Article 227 of the Constitution, the High Court does not act as an Appellate Court or the Tribunal. It is also not permissible to a High Court on a petition filed under Article 227 of the Constitution to review or re-weigh the evidence upon which the

inferior court or Tribunal purports to have passed the order or to correct errors of law in the decision.”

8. In view of above, finding no merit in the instant revision petition, the same is ordered to be dismissed.
9. Pending application, if any, shall also stand disposed off.

February 13, 2025

Dpr

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No

(Pankaj Jain)

Judge