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

CR-6745-2024 (O&M)

Date of Decision : 31.07.2025

M/s Standards Tailors & Drapers & Anr ... Petitioner(s)

Versus

Parvinder Singh @ Parminder Singh ... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Ms. Shivya Sehgal, Advocate for the petitioners.

Mr. Sumeet Jain, Advocate for the respondent.

ALKA SARIN, J. (Oral)

1. The present revision petition has been preferred impugning the order dated 18.07.2024 (Annexure P-4) passed by the Rent Controller, Ludhiana rejecting the application filed under Order 7 Rule 11 of the Code of Civil Procedure, 1908 (CPC) for rejection of the plaint.

2. Brief facts relevant to the present *lis* are that the landlord-respondent herein filed an application under Section 20(2)(a) and (q) of the Punjab Rent Act, 1995 (as amended by the Punjab Rent Amendment Act 2014) (hereinafter referred to as 'Punjab Rent Act, 1995') for eviction of the tenant-petitioners herein from the shop measuring 80 sq. yds. bearing Municipal Corporation No.B-XX-2477 situated at Krishan Nagar, Opp. Gurudwara Mai Nand Kaur, Ghumar Mandi, Ludhiana. It was averred in the eviction petition that the ground floor of the premises was taken on rent by the tenant-petitioners herein on 06.04.2015 and thereafter the lease was renewed from time to time and the last rent agreement between the parties was on 19.07.2021. It was further averred that in the first week of August

2021 the first floor was also given on rent @ ₹25,000/- per month and the rent of the ground floor was agreed as ₹40,510/- per month. The rent for both the floors was ₹65,510/- per month. The tenant-petitioners herein filed an application under Order 7 Rule 11 CPC for rejection of the plaint stating therein that the tenancy of the ground floor was a written tenancy and qua the first floor there was an oral tenancy and as per Sections 4(i) and (ii) of the Punjab Rent Act, 1995, the agreement has to be in writing and also has to be registered. It is further the case that in the present case there was no written agreement regarding the tenancy of the first floor, hence, since the eviction petition which has been filed jointly for the ground floor and the first floor, is liable to be rejected. Reply was filed to the said application and vide the impugned order dated 18.07.2024 the application was dismissed. Aggrieved by the same, the present revision petition has been filed by the tenant-petitioners.

3. Learned counsel for the tenant-petitioners would contend that there can be no recognizable tenancy under the Punjab Rent Act, 1995 in view of the provisions of Section 4 of the Punjab Rent Act, 1995 which specifically requires a written agreement between the parties. In support her arguments, she has relied upon the judgment of this Court in the case of **M/s A.R. Ventures & Ors. Vs. M/s Roop Square Pvt. Ltd. & Ors. [2021 (2) RCR (Rent) 276]**. It is further the contention that as per the judgment in **M/s A.R. Ventures** (supra), a person who is in possession of a property as a tenant without there being any written tenancy under the Punjab Rent Act, 1995 would be considered as a trespasser and, therefore, since the tenant-petitioners had been held to be a trespasser by the Rent Controller qua the

first floor, the present eviction petition ought to have been rejected on an application filed under Order 7 Rule 11 of CPC as the petition itself would not be maintainable. The Rent Controller cannot adjudicate the dispute where the tenant-petitioners have already been held to be a trespasser. Since the tenant-petitioners have been held to be as a trespasser, a civil suit for possession would have to be filed.

4. *Per contra*, the learned counsel for the landlord-respondent would contend that the application under Order 7 Rule 11 CPC cannot be allowed even if there is no written agreement qua the first floor in view of the bar in Section 4 of the Punjab Rent Act, 1995 since there can be no partial rejection of a plaint. Learned counsel has relied upon the judgment of the Hon'ble Supreme Court in the case of **Central Bank of India Vs. Smt. Prabha Jain & Ors. [2025 (4) SCC 38]** to buttress his argument that there can be no partial rejection of the plaint.

5. Learned counsel for the tenant-petitioners in rejoinder would contend that the said judgment in **Central Bank of India** (supra) would have no applicability to the present case as it is not a case of partial rejection and it is a case of two separate tenancies.

6. Heard.

7. In the present case a petition was filed by the landlord-respondent for eviction of the tenant-petitioners from the demised premises as fully described in the eviction petition. The application under Order 7 Rule 11 CPC for rejection of the plaint was filed on the ground that qua the first floor there was an oral tenancy, hence, the bar of Section 4 of the Punjab Rent Act, 1995 would apply. A bar is created by Section 4 of the

Punjab Rent Act, 1995 and the judgment by a co-ordinate Bench of this Court in the case of **M/s A.R. Ventures** (supra) has held that there can be no oral tenancy which is recognizable under the Punjab Rent Act, 1995. It may also be added here that while deciding an application under Order 7 Rule 11 CPC only the contents of the petition would have to be seen.

8. It is trite that while deciding an application under Order 7 Rule 11 CPC, only the contents of the plaint are to be seen. Hon'ble Supreme Court in case of **Salim D. Agboatwala & Ors. vs. Shamalji Oddhavji Thakkar & Ors.** [AIR 2021 SC 5212] has held as under :

“10. Insofar as the rejection of plaint on the ground of limitation is concerned, it is needless to emphasis that limitation is a mixed question of fact and law. It is the case of the appellants/plaintiffs that only after making inspection of the records in connection with the suit land available in the office of defendant No.3 (Court Receiver) that they came across the correspondence and documents relating to the transactions and that the proceedings before the ALT were collusive, fraudulent and null and void. The appellants/plaintiffs have even questioned the authority of the Court Receiver to represent them in the tenancy proceedings.”

9. It may be mentioned here that the ejectment application filed by the respondent-landlord is qua the demised 'premises measuring 80 sq. yards bearing Municipal Corporation No.B-XX-2477, situated at Krishna Nagar, Opp. Gurudwara Mai Nand Kaur, Ghumar Mandi, Ludhiana'. No separate ejectment orders from the ground floor and the first floor have been prayed for. It would be a matter of evidence whether the tenancy was one.

10. Further, it is trite that there can be no partial rejection of a plaint

as has been held in the case of **Central Bank of India** (supra). Their Lordships while dealing with the case wherein the plaintiff had prayed for three reliefs; the first relief was in relation to a sale deed executed by Sumer Chand Jain in favour of Parmeshwar Das Prajapati; the second relief in relation to a mortgage deed executed by Parmeshwar Das Prajapati in favour of the bank; and the third relief was qua being handed over the possession of the suit property. The first two reliefs were not in relation to any measures taken by the secured creditor under Section 13 (4) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (hereinafter referred to as 'SARFAESI Act'). The plea raised was that the plaint ought to be rejected under Order 7 Rule 11 CPC in view of the provisions of Section 17 of the SARFAESI Act. Their Lordship after a detailed discussion held as under :

“24. Even if we would have been persuaded to take the view that the third relief is barred by Section 17(3) of the SARFAESI Act, still the plaint must survive because there cannot be a partial rejection of the plaint under Order VII, Rule 11 of the CPC. Hence, even if one relief survives, the plaint cannot be rejected under Order VII, Rule 11 of the CPC. In the case on hand, the first and second reliefs as prayed for are clearly not barred by Section 34 of the SARFAESI ACT and are within the civil court's jurisdiction. Hence, the plaint cannot be rejected under Order VII Rule 11 of the CPC.

25. If the civil court is of the view that one relief (say relief A) is not barred by law but is of the view that Relief B is barred by law, the civil court must not make any observations to the effect that relief B is barred by law and must leave that issue undecided in an Order VII,

Rule 11 application. This is because if the civil court cannot reject a plaint partially, then by the same logic, it ought not to make any adverse observations against relief B.”

11. In view of the law laid by the Hon’ble Supreme Court in the case of **Central Bank of India** (supra), the petition filed by the landlord-respondent cannot be partially rejected. The observation made by the Rent Controller qua the status of the tenant-petitioners as far as the property of the first floor is concerned cannot be sustained. As held in para 25 of the abovementioned judgement, the said issue would have to be left undecided on an application under Order 7 Rule 11 CPC.

12. The argument of the learned counsel for the tenant-petitioners that because part of the relief sought is barred by Section 4 of the Punjab Rent Act, 1995, hence, the entire petition ought to be rejected cannot be accepted in view of the law laid down by the Hon’ble Supreme Court in the case of **Central Bank of India** (supra) and the contents of the ejectment application.

13. In view of the above, the present revision petition is disposed off holding that the observation made by the Rent Controller qua the status of the tenant-petitioners qua the first floor is set aside. However, the dismissal of their application under Order 7 Rule 11 CPC is upheld for the reasons stated above. Pending applications, if any, also stand disposed off.

31.07.2025
Yogesh Sharma

(**ALKA SARIN**)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO