

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****123****CR-9508-2025 (O&M)****Date of decision: 23.12.2025****Rahul and another****...Petitioner(s)****Vs.****Lodge Phulkian Society (Regd.)****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Vikas Mohan Gupta, Advocate
for the petitioners.

NIDHI GUPTA, J.

Present Civil Revision Petition under Article 227 of Constitution of India has been filed by the tenants laying challenge to the order dated 24.09.2025 passed by the Rent Controller, Patiala; whereby application filed by the petitioners under Order 7 Rule 11 read with Section 151 CPC for rejection of the Rent Petition, has been dismissed.

2. Brief facts of the case are that the respondent-landlord had filed Rent Petition dated 27.05.2021 (Annexure P-1) under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 (hereinafter referred to as "the Act") for eviction of the petitioners on grounds of: (a) arrears of rent; (b) ceased to occupy building for more than 4 months; and (c) personal necessity. In the said proceedings, petitioners moved the present application dated 01.11.2021 under Order 7 Rule 11 read with

Section 151 CPC (Annexure P-3). Respondent filed reply dated



07.01.2022 (Annexure P-4) to the said application. Vide the impugned order dated 24.09.2025, said application of the petitioners has been dismissed.

3. It is *inter alia* submitted by learned counsel for the petitioners that the learned Rent Controller was in patent error in dismissing the application of the petitioners as it failed to appreciate that as per the terms and conditions of Lease Deed dated 16.06.2011 (Annexure P-2), the lease was for a period of 30 years; which was further extendable by 2 terms of 10 years each. It is submitted that therefore, contractual tenancy was for a fixed term. It is contended that accordingly, in terms of judgment of the Hon'ble Supreme Court in **Laxmidas Bapudas Darbar and another vs. Rudravva (Smt.) and others, (2001) 7 Supreme Court Cases 409 decided on 27.08.2001**; it is held that in a case of fixed-term contractual lease, the eviction proceedings before expiry and during currency of lease term, is not maintainable. Learned counsel submits that in view of the above fact, the Rent Petition was not covered under the provisions of the Act; and therefore, the Rent Controller had no jurisdiction to entertain, try or decide the said petition. It is contended that the Rent Controller has jurisdiction only to entertain the petitions where the tenants are in possession of the tenanted premises after the expiry of period of tenancy. However, the Rent Controller has got no jurisdiction to decide any question qua the contractual lessee(s).

4. Learned counsel further submits that the fact that the lease was for a term of 30 years is evident from a bare reading of the Rent



Petition itself. Moreover, alongwith the Rent Petition, respondent had attached list of documents which included copy of registered Lease Deed dated 16.06.2011 (Annexure P-2), Site Plan of demised premises alongwith photographs. As such from the comprehensive reading of the Rent Petition as well as the said documents, it is clear that the lease was for a period of 30 years. As such, there was no ambiguity with regard to the fact that the present was a contractual tenancy for a fixed term. Thus, Rent Controller could not have dismissed the application of the petitioners. Further, Lease Deed contains no forfeiture clause.

5. Learned counsel for the petitioners further submits that the Rent Controller erred in not considering the provisions of the registered lease deed, and the averments made in the eviction petition, in order to ascertain as to whether where a lease deed is for fixed tenure, whether provisions of the Rent Act would be applicable for a landlord to seek eviction of the tenants in consideration of the pleaded cause of action.

6. It is further submitted that in view of the above facts, it was well within the ambit of the Court to reject the plaint at the threshold. It is contended that from the grounds projected above would be sufficient for rejection of the plaint. However, in the present case, Ld. Rent Controller has erred in not considering the fact that the suit appears to be barred by any law and no cause of action arises for filing the eviction petition, which would also include jurisdiction of the Rent Controller to proceed with a dispute where contractual tenancy was for fixed term.



7. It is accordingly prayed that the Revision Petition be allowed; and the impugned order dated 24.09.2025 be set aside.

8. No other argument is raised on behalf of Id. counsel for the petitioners. I have heard Id. counsel and perused the case file in detail. I find no merit in the submissions advanced on behalf of the petitioners.

9. It is the contention of the petitioners that it is evident from the Lease Deed dated 16.06.2011 (Annexure P-2) which was duly appended alongwith Rent Petition, that the Lease Deed was a contractual tenancy for a fixed term. It has accordingly been argued that the same being contractual tenancy the Rent Petition was not maintainable, as Eviction Petition could not have been filed prior to the expiry of lease term. However, the said contention of the petitioners is misconceived as a perusal of the record shows that the petitioners have denied relationship of landlord and tenant between the parties; and have asserted that the relationship between the parties is that of a lessor and lessee; which determination can be made by the learned Rent Controller only upon leading of evidence. Thus, petitioners can derive no benefit from the relied upon judgment passed by Hon'ble Supreme Court in **Laxmidas Bapudas Darbar (supra)** as admittedly in the said case, no application under Order 7 Rule 11 read with Section 151 CPC had been filed.

10. Even otherwise, respondent has sought eviction of the petitioners from the tenancy premises for arrears of rent. It has been submitted by the petitioners that there was no forfeiture clause in the



Lease Deed (Annexure P-2). However, it is stipulated in clause 9.2 of the said Lease Deed *“That if any amount payable by “The Lessee(s)” to “The Lessor” by way of rent, other charges or otherwise under this Deed shall be in arrears and unpaid for a period 3 (three) months, “The Lessor” shall issue a notice calling upon “The Lessee(s)” to make payment within 30 (thirty) days and if “The Lessee(s)” fails to make payment within 30 (thirty) days then “The Lessor” shall have power to determine this Deed forthwith by giving 1 (one) month notice and re-enter upon the “Said Premises” without prejudice to any claim which “The Lessor” may have with respect to rent or other wise under this Deed.”*

11. Again, the question as to whether or not the petitioners have been depositing the rent as per the terms and conditions of Lease Deed, is a matter of evidence.

12. Moreover, it is established position in law that in an application under Order VII Rule 11 CPC, only the averments made in the plaint can be seen. The Hon'ble Supreme Court in numerous judgments including **Eldeco Housing and Industries Ltd. vs. Ashok Vidyarthi and others, Law Finder Doc ID # 2406865**, has repeatedly held that no evidence or merits of the controversy can be examined at the stage of deciding rejection of a plaint in an application under Order VII Rule 11 CPC; and that only the averments made in the plaint would be relevant for invoking Order VII Rule CPC. Again, in **Kamla and others vs. K.T. Eshwara Sa & Others, (2008) 12 SCC 661**, the Hon'ble Supreme Court opined that for invoking Order VII Rule 11 CPC, only the averments in the



plaint would be relevant. For this purpose, there cannot be any addition or subtraction. No amount of evidence can be looked into. Reference may also be made to three-Judge Bench judgment of Hon'ble Supreme Court in **"Srihari Hanumandas Totala Vs. Hemant Vithal Kamat & Others"** Law Finder Doc ID # 1865777, wherein it has been held that *"...In order to reject a plaint for the suit being barred by any law under Order 7 Rule 11(d), the court needs to be guided by the averments in the plaint and not the defence taken."* It has been categorically held that the grounds taken by the defendant as defence cannot be taken into account while rejecting a plaint under Order 7 Rule 11 CPC.

13. The relevant findings of the learned Rent Controller as contained in para 3 of the impugned order dated 24.09.2025 read as under:-

"3. Perusal of file shows that the present petition has been filed under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 for eviction of the respondent from the premises in question which was rented out, on the ground of non payment of rent since 01.04.2021 despite repeated demands as well as on the ground of personal necessity i.e. to construct old age homes. Learned counsel for the respondent has argued that as per lease deed which was started on 01.08.2011 and its initial duration is thirty years ending on 31.7.2041 and lease period can be further renewed for two terms of ten years each at the sole discretion of the lessee with an increase to the extent of 25%. He also referred clause No.7.4, 0.1 and 9.2 the lease deed and argued that as per terms of the registered lease deed, present petition is not



covered under the provisions of East Punjab Urban Rent Restriction Act and the Rent Controller has got no jurisdiction to decide any question qua the contractual lessee. On the other hand, learned counsel for the petitioner has argued that there is relationship of landlord and tenant between the parties. All these facts are matter of evidence which cannot decided at this stage. Further respondent pleaded that there is no relationship of landlord and tenant, rather there is relationship of lesser and lessee. This fact is also matter of evidence. Respondent alleged that a lease agreement dated 16.6.2011 has been executed between the parties, however, the terms and condition of a lease deed have no overriding effect over the provisions of the East Punjab Urban Rent Restriction Act. It is settled law that while deciding the application under Order 7 Rule 11 CPC only the pleadings of the plaint are to be considered. As per the petition filed by the petitioner, petitioner has claimed that respondent is tenant in the suit property and he is in arrears of rent and petitioner required the property for his bonafide necessity. Now it is a matter of evidence whether there is lessor lessee relationship between the parties or that of landlord and tenant? Whether petitioner has no cause of action to file the petition? and whether this Court has no jurisdiction to entertain the present petition? Therefore, at this stage no ground is made out to allow application under order 7 rule 11 CPC and accordingly, same stands dismissed.”

14. I am in complete agreement with the above view taken by the learned Rent Controller. As such, I find no ground is made out to interfere in the impugned order dated 24.09.2025 passed by learned



Rent Controller, Patiala. The present Civil Revision Petition is accordingly **dismissed.**

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

23.12.2025

Divyanshi

(NIDHI GUPTA)
JUDGE

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