

CM No.20376-CII of 2023 in/and  
CR No.1755 of 2010

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IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH

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CM No.20376-CII of 2023 in/and  
Civil Revision No.1755 of 2010

Date of decision: April 6<sup>th</sup>, 2026

Bhushan Lal

.....Petitioner

Versus

Amit Kumar and others

.....Respondents

**CORAM: HON'BLE MR. JUSTICE VIKAS BAHL**

Present: Mr. Vishal Aggarwal, Advocate,  
for the petitioner.

Mr. Sanjiv Gupta, Senior Advocate  
with Mr. Aayush Bansal, Advocate  
for the applicant-proposed respondent No.8.

Mr. Akshay Jindal, Senior Advocate  
with Mr. Bhavya Vats and Mr. Vrishank Suri, Advocates  
for respondents No.1 and 2.

**VIKAS BAHL, J. (ORAL)**

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**CHALLENGE IN THE REVISION PETITION:**

1. Challenge in the present revision petition is to the judgment passed by the Rent Controller dated 15.01.2009 vide which the petition filed by respondents No.1 and 2 under Section 13 of the Haryana Urban (Control



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of Rent and Eviction) Act, 1973 (hereinafter referred to 'the Act of 1973') for the ejectment of the petitioner and Madan Lal (since deceased represented by LR's) was allowed. Challenge is also to the judgment dated 11.02.2010 vide which the appeal filed by the petitioner, who was impleaded as respondent No.2 in the eviction petition and as per the case of present respondents No.1 and 2 was a sub-tenant, was dismissed qua the challenge to the eviction order. The 1<sup>st</sup> Appellate Court had passed the eviction order on the ground of sub-letting and also on the ground of material impairment.

**BRIEF BACKGROUND OF THE CASE:**

2. Respondents No.1 and 2 had filed an eviction petition under Section 13 of the Haryana Urban (Control of Rent and Eviction) Act, 1973 for the ejectment of Madan Lal and Bhushan Lal from Shop No.5266 situated in Pansari Bazar, Ambala Cantt, on several grounds. The Rent Controller vide judgment dated 15.01.2009 allowed the said rent petition and directed the said Madan Lal and Bhushan Lal to hand over the vacant possession of the property to the landlords within a period of three months from the date of the passing of the judgment. The appeal filed by the present petitioner-Bhushan Lal was decided on 11.02.2010 and in the said judgment, the petitioner was held entitled to recovery of excess rent amount deposited by him. However, the eviction on the ground of subletting and material impairment was upheld and the petitioner was directed to hand over the vacant possession of the demised premises within a period of one month from the date of the passing of the said judgment. The petitioner-Bhushan Lal challenged the said judgments of the Rent Controller and of the Appellate Authority by filing the present Civil Revision No.1755 of 2010.



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The said Civil Revision No.1755 of 2010 was disposed of vide order dated 18.09.2012 along with the order of even date passed in Civil Revision No.3389 of 2011. An application for recalling of the said order was filed on behalf of respondent No.2 which was dismissed vide order dated 04.12.2014. Against the said orders, respondents No.1 and 2 filed Civil Appeal Nos.3840-43 of 2017 and the Hon'ble Supreme Court was pleased to dispose of the said appeals vide judgment dated 08.03.2017. Thereafter respondents No.1 and 2 filed an application for recall of the part of the judgment dated 08.03.2017 which pertained to the premises in question. The Hon'ble Supreme Court vide order dated 28.03.2018, recalled the judgment dated 08.03.2017 and remanded the matter to the High Court for *de novo* consideration of the case of the parties pertaining to the premises in question. It is in pursuance of the said order that the matter has come up before this Court.

**ARGUMENTS ON BEHALF OF THE PETITIONER:**

3. Learned counsel for the tenant-petitioner has submitted that in the present case, although several grounds for eviction were taken but eviction has finally been ordered only on the ground of subletting and also on the ground of material impairment. With respect to the ground of subletting, it has been submitted that it is the case of the respondents that Madan Lal was tenant of the premises and the said Madan Lal had sublet the premises to the present petitioner-Bhushan Lal, who is brother of Madan Lal. It is submitted that on the other hand, it was the case of the present petitioner that Madan Lal has nothing to do with the property in question and the property was let out to the firm M/s Kedar Nath Bhushan Lal which



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was the sole proprietorship of Bhushan Lal. It is submitted that the findings of the Rent Controller and the Appellate Authority on the said aspect are cryptic. Learned counsel for the petitioner has highlighted the rent note, which had been exhibited as Ex.PW2/B, to show that at the bottom of the rent note, the same has been signed by Bhushan Lal as tenant. It is submitted that a reading of the whole document would show that it is the said Bhushan Lal who was the sole proprietor of the firm which is the tenant of the premises in question.

4. It is further submitted that the respondents-landlords had produced document dated 15.09.1983 which had been produced on record as Mark 'PX' and the said document was even put to the petitioner who had appeared in the witness-box as RW2 and a perusal of the said document would show that the amount of Rs.2000/- by Bank draft was paid by the petitioner to the original landowner i.e. Smt. Shanti Ji. It is submitted that no rent receipt issued to Madan Lal had been produced on record by the landlord and thus, the said document which had been produced by the landlord himself would further the case of the petitioner that Madan Lal was never the tenant and it was the petitioner and his firm which was the tenant of the premises in question. It is further submitted that landlord-Amit Kumar never appeared in the witness-box and it was Subhash, father of the said Amit Kumar, who had appeared in the witness-box as PW3 and in the cross-examination of the said PW3, the said PW3 has completely destroyed the case of the respondent-landlord. It is submitted that he has in his cross-examination stated that he does not even know as to whether since 1954-1955, Kedar Nath and Bhushan Lal were the tenants and has further



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admitted that Bhushan Lal and Kedar Nath had separate tenancies and in the said piece of evidence, he has not stated that Madan Lal was the tenant. It is argued that at least the initial onus to prove that Madan Lal was the tenant of the premises in question was on the landlord which has not been discharged in the present case. It is thus, submitted that the findings of the Rent Controller as well as the Appellate Authority on the said issue is perverse and against the record and also against the settled principles of law and thus, deserves to be set aside.

5. Learned counsel for the petitioner has further submitted that even the eviction on the ground of material impairment is not even remotely made out in the present case. It is submitted that a perusal of the ejectment petition would show that, with respect to the ground of material impairment, neither averments have been made as to exactly specify what changes have been made by the petitioner in the demised premises nor there is any averment that any such change would come within the meaning of material impairment. It is submitted that the finding of the Rent Controller on the said aspect is absolutely cryptic and that the First Appellate Court had by perversely reading the evidence of RW2-Bhushan Lal, observed that RW2 has admitted in his cross-examination that the walls of the two premises were broken by him without taking permission from the landlord. It is submitted that a perusal of the entire cross-examination of the said RW2 would show that no such admission has been made and thus, the basis of the said finding is completely perverse and is based on misreading of evidence of RW2. It is submitted that on the said aspect also, the eviction of the petitioner from the premises in question is not sustainable.



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**ARGUMENTS ON BEHALF OF THE RESPONDENTS:**

6. Learned Senior Counsel for the respondents-landlords, on the other hand, has submitted that both the issues with respect to subletting and material impairment have been correctly decided by the Rent Controller as well as by the Appellate Authority. It is submitted that it is the case of the petitioner-tenant in the reply that the tenant was the firm M/s Kedar Nath Bhushan Lal and it is not in dispute that the premises in question were let out in the year 1960 whereas RW2 in his cross-examination had admitted that the said firm was a registered firm and came into existence in the year 1962. It is submitted that from the said facts alone, it is proved that the pleas sought to be raised by the petitioner in the written statement were absolutely false and incorrect. It is further argued that a perusal of the rent note Ex.PW2/B would show that in the head note of the rent note, it had been stated that the name of the tenant is Madan Lal and in case the firm or Bhushan Lal was tenant then there was no question of writing Madan Lal to be tenant. It is further submitted that there is no explanation by the petitioner regarding the said aspect. It is further submitted that at any rate, the firm-M/s Kedar Nath Bhushan Lal had neither been shown to be tenant nor present petitioner has signed rent note on behalf of the firm.

7. It is further submitted that RW2-Bhushan Lal in his cross-examination had further admitted the fact that he might have signed the rent note on behalf of brother and that sometimes his brother Madan Lal used to come to the shop and he had asked the said Bhushan Lal to sign on the rent note. It is submitted that from the abovesaid facts, it is apparent that it was Madan Lal who was the tenant in the premises in question and it is not even



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remotely proved that the firm M/s Kedar Nath Bhushan Lal was tenant in the premises and thus, finding of both the Courts on the said aspect is in accordance with law and deserves to be upheld. It is submitted that this Court while exercising revisional jurisdiction is not sitting as a Court of appeal and jurisdiction exercised by this Court is limited. In support of his arguments, he has relied upon the judgment passed by the Hon'ble Supreme Court in the case of **Hindustan Petroleum Corporation Ltd. Vs. Dilbahar Singh** reported as **2014(9) SCC 78**. It is further submitted that once it is proved that Madan Lal was tenant then subletting stands proved beyond doubt as it is the own case of the petitioner-Bhushan Lal that he is in exclusive possession of the property in question and has further submitted in his evidence that his brother has no concern with the said property. Learned Senior Counsel has further submitted that as far as the eviction on the ground of material impairment is concerned, same also deserves to be upheld inasmuch as RW2 in his cross-examination had admitted the fact that he had removed the wooden doors and had installed shutters in its place in the premises in question without the written consent of the landlord. It is submitted that even the observations of the Courts are in accordance with law and deserve to be upheld.

**ANALYSIS AND FINDINGS**

8. This Court has heard learned counsel for the petitioner as well as learned senior counsel for respondents No.1 and 2 and has also perused the record of the Rent Controller.

9. It is not disputed before this Court that the 1<sup>st</sup> Appellate Court has upheld the eviction of the petitioner from the premises in question on



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two grounds i.e. on the ground of sub-letting and on the ground of material impairment. Challenge has been made to the said two grounds on behalf of the petitioner. It is the said two grounds which this Court would consider to see as to whether the eviction order deserves to be upheld or not.

10. The first ground which requires to be considered in the present case is as to whether the eviction order passed by the Rent Controller as well as by the Appellate Authority on the ground of sub-letting is required to be upheld or not. The respondents No.1 and 2 in the eviction petition had raised the plea that initially Shanti Devi was the landlady/owner of the premises in question and Madan Lal (who is now represented by his LRs, who have been impleaded as respondents No.3 to 7) was the tenant of the premises, which was taken on rent by him on 01.04.1960 @ Rs.60 per month and the said premises were taken on rent by Madan Lal through respondent No.2-Bhushan Lal. It was further the case of respondents No.1 and 2 that Shanti Devi had expired leaving behind Amit Kumar as her legal heir on the basis of Will executed by Shanti Devi in his favour and he was also the grandson of said Shanti Devi. Further Subhash Aggarwal-respondent No.2 who was the son of the said Shanti Devi was also impleaded as petitioner No.2 in the eviction petition. The ground of sub-letting was raised in para 5(v) of the eviction petition, in which it was stated that Madan Lal had sub-let the shop in question to Bhushan Lal without the permission and consent of the landlord.

11. Respondent No.1 (therein)-Madan Lal was proceeded against *ex parte* as, in spite of due service none appeared on his behalf. The present petitioner, who was the alleged sub-tenant, had contested the case and had





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filed written statement. In the written statement, the plea taken by the petitioner was that the tenant in the premises was in fact a firm by the name M/s Kedar Nath Bhushan Lal of which Bhushal Lal was the sole proprietor. It was stated that the said Madan Lal has no concern with the tenancy and had never occupied the premises in question and rather, it was M/s Kedar Nath Bhushan Lal the firm, who was the tenant.

12. The Rent Controller vide order dated 15.01.2009, held under issue No.1 that there was a relationship of landlord and tenant between the parties and also decided issue No.6 in favour of the landlord and held that the ground of subletting was made out. Under the said issues, it was observed that the rent note (Ex.PW-2/B) had been proved on record and as per the same, Madan Lal was the tenant and the present petitioner had failed to show that the firm M/s. Kedar Nath Bhushan Lal was even in existence in the year 1960. It was further stated that since Madan Lal was held to be the tenant and since Bhushan Lal while appearing as RW-2 and even in his written statement had stated that Madan Lal has no concern with the shop in question, it was proved that the said Madan Lal had sublet the shop and had given possession of the shop to the said Bhushan Lal.

13. The Appellate Authority vide judgment dated 11.02.2010 upheld the said finding and further gave detailed reasons for upholding the ground of subletting. The relevant portion of the observations of the Appellate Authority are reproduced hereinbelow:

*“Let us now focus our attention to document Ex.PW2/B, a perusal of which goes to show that by virtue of same, demised premises were given on rent at the rate of*



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*Rs.60/- per month to one Madan Lal son of Kedar Nath on 1.4.1960, it bears signatures of landlady Smt. Shanti Devi and Bhushan Lal (another son of Kedar Nath and appellant in the present case), one Bhumeswar Dutt, who was a witness to the said agreement, also put his signatures, the attesting witness was examined by petitioners as PW2, who in his affidavit Ex.PW2/A supported the stand taken by the petitioners that the demised premises bearing No.5266 were let out to Madan Lal in the year 1960, he further deposed that as Madan Lal had to suddenly go out of Station, his real brother Bhushan Lal (appellant) put his signatures on the rent note on his (Madan Lal's) behalf. Though it has been contended by appellant that the premises in question were given on rent to M/s Kedar Nath Bhushan Lal, but the evidence on the record suggests just the opposite. Had it been given on rent to the Firm, it is not clear as to why the name of the Firm was not mentioned and why did Bhushan Lal not object to it while putting his signatures thereupon. as a matter of fact, Shri Bhushan Lal during his cross examination admitted his signatures on Ex.PW2/B which falsifies his stand that the premises were not given on rent to Madan Lal. Let us also now focus our attention to statement made on oath by respondent no.2 Bhushan Lal who while appearing in the witness box as RW2, during his cross examination admitted that the Firm titled M/s Kedar Nath Bhushan Lal was registered in the year 1962, though he was not able to point out the exact date and the month in which the firm came into existence in the year 1962. **In fact, there is nothing on the record to show that Firm M/s Kedar Nath Bhushan Lal was in existence at all in the year 1960. Further, during his cross examination he***



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***admitted that he might have put his signatures on the rent-deed on behalf of his late brother Madan Lal, who suddenly had to go out of Station for a job. He further admitted that his brother Madan Lal was not even a partner in the Firm titled Kedar Nath Bhushan Lal. These admissions on behalf of appellant-respondent No.2 have actually clinched the issue in favour of petitioners and the only conclusion that can be drawn from these admissions, is that in fact, the demised premises bearing No.5266 was given on rent to Madan Lal son of Kedar Nath in his individual capacity, but since the day the rent note was executed on 1.4.1960, he had to suddenly go out of Town on account of exigencies of work, therefore, his brother Bhushan Lal (appellant in the present case) put his signatures on his behalf, meaning thereby that the demised premises were given on rent to Madan Lal.”***

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*“However, it has already been held a little earlier in this judgement that the premises in question **were given on rent to Madan Lal in his individual capacity and were not let out to Firm M/s Kedar Nath Bhushan Lal, but, admittedly, as of now, it is Bhushan Lal, who is in possession of the premises in question, thus, it was for him to explain as to in what capacity he is in possession of the demised premises, more so, when his plea of being tenant has not been accepted. There is no evidence on the case file from where it can be inferred that respondent no.2 is occupying the premises as tenant, the conclusion that can be drawn is that Madan Lal, the original tenant had subletted the premises to respondent***



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*no.2 without permission of landlord, who is thus entitled to seek ejectment on this ground.”*

14. Perusal of the above would show that the Appellate Authority had closely perused the rent note (Ex.PW-2/B) in which the name of the tenant was stated to be that of Madan Lal, even though the same carried the signatures of Bhushan Lal. It was observed that the name of the firm was not mentioned in the rent note and Bhushan Lal had signed the rent note on behalf of the tenant and not on behalf of the firm, and thus, his stand that the tenant was M/s. Kedar Nath Bhushan Lal stood falsified. It was further stated that RW-2 Bhushan Lal in his cross-examination had admitted that the firm tilted M/s. Kedar Nath Bhushan Lal was registered in the year 1962 and that, there was nothing to show that the said firm was in existence in 1960, in which year, the said rent note was executed and the tenant was inducted. Importantly, the admission in cross-examination of RW-2 to the effect that he might have signed on the rent deed on behalf of his late brother Madan Lal was also noticed. It was observed that once it was proved that the tenant was Madan Lal and not the firm M/s. Kedar Nath Bhushan Lal and it was the own case of the said Bhushan Lal that he was in possession of the premises in question, then the ground of subletting stood proved and it was not even the case of the tenant that there was any permission granted by the landlord for the said purpose.

15. The said finding is in accordance with law and deserves to be upheld. A perusal of the rent note which is duly exhibited as Ex.PW2/B, which both the learned counsel for the petitioner as well as learned senior counsel for the respondents No.1 and 2 have relied upon, shows that there is



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a specific column in which the name of the tenant was to be filled up. The name of the tenant has been filled up by hand to be that of Madan Lal and not of the firm M/s. Kedar Nath Bhushan Lal or even of Bhushan Lal. The original landlady is stated to be Shanti Devi and the premises is stated to be shop No.5266, of which, the eviction is sought. It has not been explained on behalf of the petitioner as to if, in case, the firm M/s. Kedar Nath Bhushan Lal was the tenant, then why the name of the tenant was mentioned in the designated column as Madan Lal. In the entire rent note, there is no reference to the firm M/s. Kedar Nath Bhushan Lal.

16. The counsel for the petitioner has highlighted the fact that the said rent note had been signed by Bhushan Lal and where the signatures of the said Bhushan Lal appear, the word “tenant” is mentioned. In the said regard, it is relevant to note that the said Bhushan Lal has not signed on behalf of the firm M/s. Kedar Nath Bhushan Lal. Moreover, a close reading of the said rent note would clearly show that Madan Lal is the tenant of the premises in question. Further, importantly, the said Bhushan Lal, who has appeared as RW-2, has stated in his cross-examination that it could be possible that on behalf of Madan Lal, he had signed the rent agreement and had further stated that Madan Lal comes to the shop in question and he had asked him to sign the rent agreement. The said part of the cross-examination furthers the case of the respondent-landlord that it is Madan Lal who was the tenant in the premises in question and further shows that the finding of the Rent Controller and the Appellate Authority is based on a careful perusal of the evidence on record. Additionally, the said RW-2 Bhushan Lal in his cross-examination has stated that he does not maintain any accounts in



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respect of the payment of rent, even though he says that he maintains accounts of the shop and has further stated that he is not aware whether he is an income tax payee or not. Importantly, in his further cross-examination, he has admitted that the firm M/s. Kedar Nath Bhushan Lal was registered in 1962, although he does not remember the date and month. Thus, from the above, it is also apparent that the firm was not registered in the year 1960 when the rent note was executed. Nothing has been shown to this Court to prove that in the year 1960, the said firm was in existence and thus the observations of the Rent Controller to the said effect could not be shown to be perverse or illegal. The evidence of the said RW-2 has been translated by the Translation Branch of this Court.

17. The relevant portion of the said evidence of RW-2 is reproduced hereinbelow:

***“I have not maintained any account in respect of the rent. Volunteered, he had good relations with Mahadev. I have maintained the accounts of my shop only. I do not know whether I am an income tax payee or not. Today, volunteered, form is filled in.”***

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***“It can be possible that on behalf of Madan Lal, I signed the rent agreement again said that Madan Lal used to come at the shop and he had asked to sign the rent agreement.”***

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***“Now Madan Lal doesn't sit in this shop. Madan Lal's children are in Ahmedabad and are settled there. I do not have any proof in written as to when Madan Lal had left Ambala for Gujarat. Madan Lal was elder to me.”***



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***“I possess the documents in respect of Kedar Nath Bhushan Lal firm as stated by me which is a registered firm. This firm was registered in 1962. I do not remember the date and month. Brother Madan Lal is not a partner in the M/s Kedar Nath Bhushan Lal firm.”***

18. Thus from a perusal of the rent note as well as the evidence of the above RW-2 itself, it is apparent that the plea raised by the petitioner with respect to the firm being a tenant stands completely belied and the plea that Madan Lal was the tenant stands reaffirmed and the observations of the Appellate Authority to the effect that Bhushan Lal had signed the rent note on behalf of Madan Lal and also on his instructions is borne out from the record. Moreover, Madan Lal, who was proceeded against *ex parte* has not contested the case of the petitioner. Further it has been observed by the Appellate Authority that PW-2 has also given his affidavit in support of the stand of the landlord to the effect that the premises in question was let out to Madan Lal in the year 1960 and the rent note was signed by Bhushan Lal as Madan Lal had to suddenly go out of station and therefore, the said signatures were put by Bhushan Lal on behalf of Madan Lal. From the abovesaid facts and circumstances, the finding of the Rent Controller and the Appellate Authority on the point of Madan Lal being the tenant stands reaffirmed. Once it is proved that Madan Lal was the tenant, then the stand of the present petitioner in the written statement as well as while appearing as RW-2 that he was in exclusive possession of the property and there being no plea taken by him that his possession was with the consent of the



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landlord, calls for upholding the ground of subletting.

19. The Hon'ble Supreme Court in the case of ***Hindustan Petroleum Corporation Limited (supra)*** had observed that the revisional jurisdiction of this Court in rent matters is much narrower jurisdiction than it is in appeal and it would not entitle the High Court to act as a second Appellate Court. Further a coordinate Bench of this Court in the case of ***Vijay Kumar and others Versus Ranjit Singh and others 2022(3) Law Herald 2549*** had observed that a contract between a tenant and a sub tenant is a secret arrangement and the landlord cannot be called upon to prove the same and it is for the person who is in occupation of the premises to prove as to in what capacity he is in possession of the premises. Once the person has admitted that he is in exclusive possession of the property, then it is for him to explain the nature of his possession. In the present case, as has been stated hereinabove, once the present petitioner has stated that he is in exclusive possession of the property and it is proved that he is not the tenant, then it necessarily follows that the tenant had sublet the premises to the said petitioner. To the similar effect, is the law laid down by the coordinate Bench in the case of ***Parikshat Suri and others Versus Ashok Kohli and another 2009 (3) PLR 505*** and also in ***Ram Avtar Versus Sushma Kumari and another 2007(2) RCR (Rent) 342.***

20. Before parting with the present ground, to be fair to the counsel for the petitioner, other arguments raised by the petitioner are also being dealt with hereinbelow. Learned counsel for the petitioner has relied upon a document dated 15.09.1983 which is stated to be produced as Mark PX.

With respect to the same, suffice it is to say that RW-2 in the cross-





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examination has stated that he cannot say anything about his signatures on the said Mark PX and cannot say whether the signatures are his or not. Further, even a perusal of the said document would show that it has nowhere been stated in the same that the rent is being paid with respect to the premises in question or that the same was being paid on behalf of the firm or Bhushan Lal. Further, certain aspects of cross-examination of PW-3 Subhash have been highlighted by the learned counsel for the petitioner but a close perusal of the said cross-examination of PW-3 would also show that the suggestion put to the said PW-3 was as to at whose place M/s. Kedar Nath Bhushan Lal was for the last several years, to which the said PW-3 had stated that he was not aware. At any rate, in view of the concurrent finding of fact, which finding, has been found by this Court to be based on proper appreciation of oral and documentary evidence on record, the same would not call for interference by this Court on the basis of the aspects highlighted on behalf of the petitioner. Accordingly, the ground of subletting is upheld.

21. The second question that arises for consideration of this Court is as to whether the eviction ordered on the ground of material impairment deserves to be upheld or not. Section 13(2)(iii) of the Act of 1973 which refers to the ground of material impairment reads as under:

*“(iii) that the tenant has committed or caused to be committed such acts as are likely to impair materially the value or utility of the building or rented land;”*

22. A perusal of the above provision would show that for the landlord to seek eviction of the tenant, it has to be proved that the tenant has committed or caused to commit such acts as are likely to impair materially



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the value or utility of the building in question. In the eviction petition, the sole ground to raise the said plea is in paragraph 5(iii) which is reproduced hereinbelow:

*“(iii) That the respondents have diminished the value and utility of the demised premises by making structural changes in the demised premises without the consent and permission of the petitioners.”*

23. A perusal of the above would show that no details of the alleged structural changes in the demised premises have been mentioned in the eviction petition. In the written statement, the petitioner has specifically denied carrying out any structural changes, much less, to diminish the value and utility of the tenanted premises. The Rent Controller has observed that since the wall in between the two rooms has been demolished by the petitioner, thus, the same would amount to material impairment. The Appellate Authority has observed that Bhushan Lal, while appearing as a witness as RW-2, has in his cross-examination admitted that the walls of the two premises were broken by him without taking permission from the landlord and thus, there is impairment of the value and utility of the premises. The said finding of the Appellate Authority is reproduced hereinbelow:

*“Bhushan Lal while appearing in the witness box as RW2 during the course of his cross examination, categorically admitted that the walls of the two premises bearing Nos. 5234 and 5266 (tenanted premises) were broken by him after taking permission from the landlord, initially, he said that permission in writing was obtained*



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*by him, in the next breath, he added that the landlord had orally told him to go ahead, the so-called permission in writing was never produced in the Court and petitioner no.2 Shri Subhash Aggarwal denied having ever giving his consent, thus, the inference that can be drawn is that the walls in between the two premises were demolished by respondent no.2 without seeking any permission from petitioners-landlords, and that as a result of acts on the part of respondent no.2, two different premises bearing Nos. 5234 and 5266 are now one premise, this obviously has impaired the value and utility of the premises, which has to be seen from the view point of the landlord. Accordingly, **petitioners-landlords are entitled to get the tenanted premises evicted on this ground.**”*

24. It is vehemently argued by the learned counsel for the petitioner that no such admission has been made by Bhushan Lal as RW-2 much less to the effect that the walls of the two rooms have been broken by him. Learned counsel for the petitioner has rather highlighted from the cross-examination a specific denial of the said RW-2 to the effect that ‘it is wrong to suggest that he has removed the wall between 5234 and 5266 to make them a single unit.’

25. Learned senior counsel for the respondent has not been able to highlight any statement from the cross-examination of RW-2 to show his admission to the effect that the wall in between the two rooms has been broken by him. Learned senior counsel for the respondent has highlighted only three sentences where it has been stated by the said RW-2 that he had installed shutters and thereafter had volunteered to say that the wooden doors were in a deteriorated condition and therefore, the shutters had to be



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installed. Thus the finding of the Rent Controller and the Appellate Authority on the said aspect is perverse and is based on misreading of the evidence of RW-2 and an admission has been wrongly imputed to RW-2, which admission the RW-2 has not made. Apart from the fact that there were no details given of any structural changes made in the demised premises, as per the averments in the ejectment petition, mere installing of shutters instead of wooden doors which are stated to have deteriorated cannot be stated to be an act which is likely to impair materially the value or utility of the building. Nothing on record has been highlighted to show that the value and utility of the building has been impaired materially even assuming that shutters have been placed instead of the doors which had deteriorated. Since the finding of the Rent Controller on issue No.4 as well as of the Appellate Authority on the said aspect is completely perverse and is based on a misreading of the evidence on record, thus, the said finding deserves to be set aside and is accordingly set aside.

26. Since this Court has upheld the findings of the Rent Controller and of the Appellate Authority with respect to the eviction on the ground of subletting, thus with the abovesaid modification, the order of the Rent Controller and the Appellate Authority is upheld and the present petition is dismissed.

**CM-15212-CII-2023**

27. This is an application under Order I Rule 10 CPC read with Order XXII Rule 10 CPC for impleading applicant-Ved Parkash Jindal son of Banarsi Dass, resident of House No.5356/2 Punjabi Mohalla Ambala Cantt. as respondent No.8.



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28. Learned senior counsel for the applicant has submitted that the applicant had filed a suit for specific performance against respondents No.1 and 2, which was decreed by the trial Court, vide judgment and decree dated 13.10.2018 and the appeal against the same has been withdrawn by respondents No.1 and 2. It is further submitted that however the Executing Court vide order dated 19.08.2023 has observed that in view of the third party objections which have been filed, the executing proceedings cannot proceed further. It is submitted that the applicant has already filed an appeal against the said order and thus he seeks to withdraw the present application with liberty to pursue his rights before the Appellate Court as well as before the appropriate forum.

29. Dismissed as withdrawn, with the aforesaid liberty.

30. It is made clear that this Court has not opined on the merits and rights of the applicant, which would be considered independently, in accordance with law by the Court concerned after hearing all the parties concerned.

31. Pending applications, if any, stand disposed of.

**April 6<sup>th</sup>, 2026**  
*Puneet/pawan/naresh k.*

**(VIKAS BAHL)**  
**JUDGE**

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