



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

137

1. Civil Revision No.3462 of 2016 (O&M)
Date of decision: May 29th, 2026

M/s Star World Wide Group Pvt. Ltd.

.....Petitioner

Versus

M/s G.D. Industrial Engineers

.....Respondent

2. Civil Revision No.3465 of 2016 (O&M)
Date of decision: May 29th, 2026

M/s Star World Wide Group Pvt. Ltd.

.....Petitioner

Versus

M/s G.D. Industrial Engineers

.....Respondent

3. Civil Revision No.3479 of 2016 (O&M)
Date of decision: May 29th, 2026

M/s Star World Wide Group Pvt. Ltd.

.....Petitioner

Versus

M/s G.D. Industrial Engineers

.....Respondent

4. Civil Revision No.3480 of 2016 (O&M)
Date of decision: May 29th, 2026

M/s Star World Wide Group Pvt. Ltd.

.....Petitioner

Versus

M/s G.D. Industrial Engineers

.....Respondent

5. Civil Revision No.3484 of 2016 (O&M)
Date of decision: May 29th, 2026

M/s Star World Wide Group Pvt. Ltd.

.....Petitioner

Versus

M/s G.D. Industrial Engineers

.....Respondent

6. Civil Revision No.3485 of 2016 (O&M)
Date of decision: May 29th, 2026



CR No.3462 of 2016 (O&M) and other connected cases

- M/s Star World Wide Group Pvt. Ltd.

.....Petitioner

Versus

M/s G.D. Industrial Engineers

.....Respondent
7.

Civil Revision No.3486 of 2016 (O&M)
Date of decision: May 29th, 2026
- M/s Star World Wide Group Pvt. Ltd.

.....Petitioner

Versus

M/s G.D. Industrial Engineers

.....Respondent
8.

Civil Revision No.3613 of 2016 (O&M)
Date of decision: May 29th, 2026
- M/s G.D. Industrial Engineers

.....Petitioner

Versus

M/s Star World Wide Group Pvt. Ltd.

.....Respondent
9.

Civil Revision No.3612 of 2016 (O&M)
Date of decision: May 29th, 2026
- M/s G.D. Industrial Engineers

.....Petitioner

Versus

M/s Star World Wide Group Pvt. Ltd.

.....Respondent
10.

Civil Revision No.3611 of 2016 (O&M)
Date of decision: May 29th, 2026
- M/s G.D. Industrial Engineers

.....Petitioner

Versus

M/s Star World Wide Group Pvt. Ltd.

.....Respondent
11.

Civil Revision No.3610 of 2016 (O&M)
Date of decision: May 29th, 2026
- M/s G.D. Industrial Engineers

.....Petitioner

Versus

M/s Star World Wide Group Pvt. Ltd.



CR No.3462 of 2016 (O&M) and other connected cases

3

12. Civil Revision No.3156 of 2016 (O&M)Respondent
Date of decision: May 29th, 2026

M/s G.D. Industrial Engineers

.....Petitioner

Versus

M/s Star World Wide Group Pvt. Ltd.

13. Civil Revision No.3157 of 2016 (O&M)Respondent
Date of decision: May 29th, 2026

M/s G.D. Industrial Engineers

.....Petitioner

Versus

M/s Star World Wide Group Pvt. Ltd.

14. Civil Revision No.3234 of 2016 (O&M)Respondent
Date of decision: May 29th, 2026

M/s G.D. Industrial Engineers

.....Petitioner

Versus

M/s Star World Wide Group Pvt. Ltd.

.....Respondent

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Hemant Sarin and Ms. Shreya B. Sarin, Advocates
for the petitioner in CR-3462, 3465, 3479, 3480, 3484, 3485,
3486-2016
and for respondent in CR Nos. 3613, 3612, 3611, 3610, 3156,
3157 and 3234 of 2016.

Mr. Anil Malhotra, Senior Advocate
with Mr. Ranjit Malhotra, Ms. Isha Goyal
and Mr. Ankit Malhotra, Advocates
for the petitioner in CR-3610, 3611, 3612, 3613, 3156,
3157 and 3234 of 2016
and for the respondent in CR-3462, 3465, 3479, 3480, 3484,
3485, 3486-2016.

VIKAS BAHL, J. (ORAL)

1. This order will dispose of 14 revision petitions. CR Nos.3462
3465, 3479, 3480, 3484, 3485, 3486 of 2016 have been filed by the tenants,

**CR No.3462 of 2016 (O&M) and other connected cases****4**

M/s Star World Wide Group Pvt. Ltd. (hereinafter referred to as the tenants) and CR Nos. 3613, 3612, 3611, 3610, 3156, 3157 and 3234 of 2016 have been filed by the landlord, M/s G.D. Industrial Engineers (hereinafter referred to as the landlord). There are common issues of fact and law which arise in the present set of petitions and thus, all the said petitions are decided by virtue of the present common order

2. With the consent of the learned counsel for the tenant and learned senior counsel for the landlord, CR No.3462 of 2016 is taken as the lead case.

3. The undisputed facts in the present cases are that the landlord is stated to be the owner of six sheds, all of which are situated at 13/7, Mile Stone, Mathura Road, Faridabad. The first shed measures 7200 square feet regarding which there was a rent agreement between the tenant and the landlord dated 10.02.2005. The said rent agreement has been annexed as Annexure P-2 in CR-3157-2016 and is also duly exhibited on record. The relevant portion of the said agreement which has been highlighted on behalf of the petitioner as well as on behalf of the respondent is reproduced hereinbelow:

*“This rent agreement has been executed at Faridabad between **M/s G.D. Industrial Engineers** 13/7 Mile stone, Mathura Road, Faridabad 121003, through its Partner Mr. Naresh Aggarwal, herein after called the "**FIRST PARTY**", duly authorized to executed this agreement.*

And

***M/s Star Worldwide Movers Pvt. Ltd.** having its registered office at 5&6 Ashoka chambers, 5-B/Ashoka Chamber, 5-B Rajendra Park, New Delhi-60 through its **Managing** director Mr. Atul Mithal, the expectant, s/o*



CR No.3462 of 2016 (O&M) and other connected cases

5

*Sh. J.N. Mithal r/o House No.W-10A/10, Sainik Farms New Delhi-110062, hereinafter called the "**SECOND PARTY**", duly authorized to execute this agreement vide resolution dated 23/12/2004 passed in the meeting of the board of directors."*

"1. RENT: That the monthly rent of the said premises has been settled at:

- Rs.41,500/- (Rupees Forty One Thousand Five Hundred Only) During the First and Second year.*
- Rs 45,650/- (Rupees Forty Five Thousand Six Hundred and Fifty Only) during the third year."*

*"23. The first party shall pay the House Tax levied on the said property. The charges such as Factory licence fee, Factory Taxes or Industrial fee, Fire Tax etc shall be paid by the second party. The second party will stay at least for one year in the said premises or pay rent in lieu thereof. **In case the second party retains the said premises after first three years without having this rent agreement extended mutually in writing** by the First Party the second party has agreed to enhance the monthly fifteen percent every year thereafter.*

24. That the SECOND PARTY can erect temporary cabins, partitions etc in the SAID PREMISES at their own cost without damaging the SAID PREMISES which can be removed at the time of vacation of the SAID PREMISES. The second party shall not construct any structure in the open space, failing which; it shall be liable to bear all the consequent charges, penalties, taxes etc levied by the concerned authorities."

4. It is not in dispute that the said agreement is unregistered and

**CR No.3462 of 2016 (O&M) and other connected cases****6**

was for a period of three years although it was provided that it could be mutually extended in writing, which was not done and the relationship of tenant and landlord was established on the basis of the said agreement.

5. Shed Nos.6, 7 and 8 were let out vide rent agreement dated 30.06.2006 and the said rent agreement has been annexed as Annexure P-3 along with CR-3613-2016 and was also duly exhibited on record. The relevant portion of the said agreement which has been highlighted on behalf of the petitioner and on behalf of the respondent, is reproduced hereinbelow:

*“This rent agreement has been executed at Faridabad between **M/s G.D. Industrial Engineers** 13/7 Mile stone, Mathura Road, Faridabad 121003, through its Partner Mr. Naresh Aggarwal, son of Late Sh. Ram Saran Dass r/o B-13, East of Kailash, New Delhi for self and as attorney of other partners, thereafter called the "**FIRST PARTY**", duly authorized to executed this agreement.*

And

***M/s Star Worldwide Movers Pvt. Ltd.** having its registered office at 5&6 Ashoka chambers, 5-B Ashoka Chamber, 5-B Rajendra Park, New Delhi-60 through its anaging director Mr. Atul Mithal, the expectant, s/o Sh. J.N. Mithal r/o House No.W-10A/10, Sainik Farms New Delhi-110062, hereinafter called the "**SECOND PARTY**", duly authorized to execute this agreement vide resolution dated 28/06/2006 passed in the meeting of the board of directors.”*

“THE FOLLOWING TERMS AND CONDITIONS HAVE BEEN AGREED TO BETWEEN THE PARTIES.

1. RENT: That the monthly rent of the said premises has been settled at:

- Rs 52000/- (Rupees Fifty Two Thousand Only) during the First two years.*



- *Rs 54600/- (Rupees Fifty Four Thousand Six Hundred Only) during the third year.”*

*“23. The first party shall pay the House Tax levied on the said property. The charges such as Factory licence fee, Factory Taxes or Industrial fee, Fire Tax etc shall be paid by the second party. The second party will stay at least for one year in the said premises or pay rent in lieu thereof. **In case the second party retains the said premises after first three years without having this rent agreement extended mutually in writing** by the First Party the second party has agreed to enhance the monthly fifteen percent every year thereafter.*

24. That the SECOND PARTY can erect temporary cabins, partitions etc in the SAID PREMISES at their own cost without damaging the SAID PREMISES which can be removed at the time of vacation of the SAID PREMISES. The second party shall not construct any structure in the open space, failing which; it shall be liable to bear all the consequent charges, penalties, taxes etc levied by the concerned authorities and shall keep the first party indemnified against such consequent losses, damages. The second party (employees) shall maintain discipline in the whole complex. It shall not park its vehicles outside the fenced open space provided.”

6. The said agreement is also an unregistered document and was for a period of three years, although, it was provided that it could be mutually extended in writing, which was not done.

7. Shed Nos.1 and 2 were let out to the tenant vide rent agreement dated 21.01.2006. The said agreement has been annexed as Annexure P-4. The terms and conditions of the said rent agreement are similar to the abovesaid two agreements. The said agreement was also unregistered and



CR No.3462 of 2016 (O&M) and other connected cases

8

was for a period of three years, although, it was provided that it could be mutually extended in writing, which was not done.

8. The landlord had filed seven petitions for eviction with respect to all the abovesaid sheds on the basis of the abovesaid three rent agreements. The eviction petitions were filed solely on the ground of non-payment of rent, service tax and interest and were filed for different periods. The detailed chart, submitted by learned counsel for the tenants, which has not been disputed by learned Senior Counsel for the landlord, showing the period of alleged arrears of rent, service tax in each of the eviction petitions as well as the date of the order passed by the Rent Controller and by the Appellate Authority is reproduced hereinbelow:

“PROPERTIES IN ISSUE:

<i>SHED MEASURING 7200 sq. ft.</i>	<i>A Rent Agreement dt.10.2.2005.</i> <i>Starting rent @ Rs.41500/- pm</i>
<i>SHED Nos.1 & 2</i>	<i>B Rent Agreement dt.21.1.2006.</i> <i>Starting rent @ Rs.75000/-</i>
<i>SHED Nos.6, 7 & 8</i>	<i>C Rent Agreement dt.30.6.2006.</i> <i>Starting rent @ Rs.52000/- pm</i>

Property	CR by tenant	CR by landlord	RC Order	AA Order	Period of Arrears
Shed A	3462-2016	3613-2016	31.7.2015 in RP-21 dt. 17.12.2010	5.2.2016	1.10.2010 to 31.12.2010
	3465-2016	3611-2016	31.7.2015 in RP-35 dt. 12.4.2011	5.2.2016	Jan 2011 to April 2011
	3486-2016	3156-2016	1.8.2015 in RP-18 dt. 21.9.2010	5.2.2016	15.2.2010 to 30.9.2010

**CR No.3462 of 2016 (O&M) and other connected cases****9**

Shed B	3484-2016	3610-2016	31.7.2015 in RP-19 dt. 21.9.2010	5.2.2016	22.1.2009 to 30.09.2010
Shed C	3479-2016	3157-2016	1.8.2015 in RP-20 dt. 21.9.2010	5.2.2016	1.7.2009 to 30.9.2010
	3480-2016	3234-2016	31.7.2015 in RP-34 dt.22.4.2011	5.2.2016	Jan 2011 to April 2011
	3485-2016	3612-2016	31.7.2015 in RP-17 dt.17.12.2010	5.2.2016	1.10.2010 to 31.12.2010

9. A perusal of the above chart would show that the six sheds have been defined as property No.A, B and C. The date of the rent agreement has been specifically stated in the same and the civil revision number of the revision petition filed by the landlord and that by the tenant against the order passed by the Rent Controller and Appellate Authority have also been specifically mentioned and the period of alleged arrears of rent, service tax etc. for non-payment of which the eviction was sought has also been mentioned. It is not in dispute that in all the cases, an order of provisional assessment was passed. The provisional assessment in the eviction petition, which is subject matter of challenge in CR-3462-2016 was passed and the tenant was directed to deposit the arrears of rent after taking into consideration the enhancement clause of 15%. In the said order of provisional assessment of rent, the service tax demanded by the landlord was not directed to be paid by the petitioner. It is not in dispute that the landlord challenged the said order of provisional assessment of rent in all the cases and the revision petitions filed by the landlord were withdrawn with liberty to file appeal. The order dated 08.08.2011 passed in one of the cases



i.e., CR-3598-2011 is reproduced hereinbelow:

*“M/s G.D.Industrial Engineers
Versus*

....Petitioner

M/s Star World Wide Movers Pvt.Ltd.

...Respondent

CORAM: HON'BLE MR. JUSTICE RAKESH KUMAR GARG

*Present: Mr.P.K.Mutneja, Advocate
for the petitioner*

*Mr.Hemant Sarin, Advocate
for the respondent*

RAKESH KUMAR GARG, J.

*Vide impugned order dated 01.12.2010 provisional rent of the demised premises was assessed and the same was further clarified **vide order dated 27.01.2011**. The present revision petition has been filed by the tenant challenging the aforesaid orders.*

*It is useful to refer to the judgment of Hon'ble the Apex Court in the case of **Harjit Singh Uppal v. Anup Bansal, JT 2011 (6) SC 236**, wherein it has been observed as under:-*

“25. Section 15(1) (b) of the 1949 Rent Act provides, to a person aggrieved by an order passed by the Rent Controller, a remedy of appeal. The Section provides for limitation for filing an appeal from that order and also the forum to which such appeal would lie. The provision, for maintaining the appeal, does not make any difference between the final order and interlocutory order passed by the Rent Controller in the proceedings under the 1949 Rent Act. There is no specific provision in the Section that if a party aggrieved by an interlocutory order passed by the Rent Controller does not challenge that order in appeal immediately, though provided, and waits for the final outcome, whether in the appeal challenging the final order of the Rent Controller, the correctness of the interlocutory order from which an appeal lay could or could not be challenged in the appeal from the final



order.”

In view of the aforesaid observations of Hon'ble the Supreme Court wherein it has been stated that for maintaining an appeal under Section 15(1) (b) it does not make any difference between the final order and the interlocutory order passed by the Rent Controller in the proceedings under the 1949 Rent Act, the impugned order is appealable.

Faced with this situation, learned counsel appearing on behalf of the petitioner has prayed that this petition be dismissed as withdrawn with liberty to the petitioner to challenge the impugned order by way of appeal as aforesaid.

Counsel for the petitioner has further submitted that under Section 15(1) (b) an appeal can be filed before the Appellate Authority within 15 days from passing of an impugned order. Since in the present case, the petitioner is pursuing the remedy of instant revision petition, bonafidely and that the Appellate Authority by virtue of Section 15(1) (b) can condone the delay in filing the appeal, therefore, the question of limitation be not raised against the petitioner in case of filing of appeal by him.

Keeping in view the facts and circumstances of the case, this petition is ordered to be dismissed as withdrawn with liberty to the petitioner to pursue his remedy of appeal in terms of the judgment of Hon'ble the Supreme Court as aforesaid before the Appellate Authority. In case, an appeal is filed before an Appellate Authority within a period of ten days from today, the question of limitation shall not be raised against the petitioner and any such appeal filed shall be decided on merits.

Disposed of.”

10. It would be relevant to note that although in the abovesaid order, it has been mentioned that the petition has been filed by the tenant but in fact the said petition has been filed by the landlord as is apparent from the title of the case inasmuch as M/s G.D. Industrial Engineers is the landlord



CR No.3462 of 2016 (O&M) and other connected cases

12

who had filed the petition. It is not in dispute that no appeal was filed against the provisional assessment of rent thereafter in any of the cases.

11. In pursuance of the provisional assessment, the tenant had deposited the rent as assessed in all the cases. The Rent Controller vide the final judgment passed found that in four cases, the amount deposited by the tenant was adequate and it was thus held that the landlord was not entitled to eviction on the grounds of non-payment of rent etc.. In three cases, the amount assessed at the time of provisional assessment was found to be at variance with the final adjudication and the Rent Controller granted an opportunity to the tenant, in compliance to the judgment of Hon'ble Supreme Court in the case of ***Rakesh Wadhawan and others Versus Jagdamba Industrial Corporation*** reported as ***2002 (5) SCC 440***, to deposit the difference in the amount, which the tenant had deposited within the time granted, which facts have not been disputed before this Court.

12. The order dated 31.07.2015 which is the subject matter of CR-3462-2016 passed by the Rent Controller is reproduced hereinbelow:

“18. In the totality of afore stated discussion, facts and circumstances, the present petition is partly allowed with cost to the effect that petitioner is not entitled to eviction of respondent on the ground of arrears of rent for the period claimed in petition. However, petitioner is entitled to 15% enhanced rent every year. Memo of costs be prepared accordingly. Original documents if any are on file be returned to the parties against proper receipt and photocopy of that document duly attested by concerned Ahlmad/In-charge Record Room be placed on file. File be consigned to the record room, after due compliance.”



13. Appeals against the said order and other orders were filed by the tenant as well as the landlord and all the appeals filed by the petitioner as well as by the landlord were dismissed.

14. Learned counsel for the petitioner has submitted that although, there are several grounds to challenge the order passed by the Rent Controller but in the present set of revision petitions, the petitioner is primarily aggrieved with the direction given by the Rent Controller to the effect that the landlord is entitled to 15% enhanced rent every year. It is submitted that the said direction should not be construed as direction to operate beyond the date of order passed by the Rent Controller dated 31.07.2015/01.08.2015. It is fairly submitted that since the tenant has already paid enhanced rent till the passing of the order by the Rent Controller thus, although, there are grounds to seek refund but tenant would restrict his prayer to not construe the order to require the tenant to pay enhanced 15% rent for every year subsequent to the order passed by the Rent Controller. It is however submitted that in case the landlord files any proceedings for recovery of future rent by raising the plea of enhanced rent, liberty be granted to the tenant in the said proceedings to raise all pleas which are available to him including the plea that the landlord is not entitled to enhanced rent.

15. Learned Senior counsel for the landlord, on the other hand, has made two fold prayers. It is first submitted that in the present set of cases, the rent was claimed up to the year April, 2011 and the Rent Controller as well as the Appellate Authority have not granted reimbursement of service tax by giving the concurrent finding that the landlord has not been able to show that he has deposited any amount on the said account and that the



service tax/GST was not part of the agreement. It is submitted that the said order should not be construed as an expression of opinion on the merits of the case for the subsequent period to which, as per the case of the landlord, the landlord is entitled to get service tax/GST. It is submitted that while disposing of the rent petitions, the said aspect be clarified. It is further submitted that liberty be also granted to the landlord to seek arrears of rent/future rent on the basis of the enhanced clause.

16. During the course of the arguments, a very fair stand has been taken on behalf of the tenant as well as on behalf of the landlord and on the basis of consensus, the present revision petitions are disposed of with the following directions/observations:-

- i) The rent which has been paid to the landlord up to the passing of the order by the Rent Controller with the escalation clause is not required to be refunded to the tenant as the said claim has become time barred, as has been fairly stated on behalf of the tenant before this Court.
- ii) The observations of the Rent Controller in relief clause to the effect that the landlord is entitled to 15% enhanced rent every year would not be construed as entitling the landlord to seek enhanced rent of 15% every year after passing of the order by the Rent Controller dated 31.07.2015/01.08.2015. It would, however, be open to the landlord to institute appropriate proceedings including for recovery and for eviction by raising the plea of there being arrears of rent and by claiming enhanced rent in the said petition. It would also be open to the tenant to raise all the pleas including the plea that the tenant is not liable to pay rent at enhanced rate as per the unregistered rent deeds. In case, any such proceedings are instituted, it would be open to both



the parties to raise all the pleas in their favour and the said pleas would be considered independently, in accordance with law, by the competent Court de hors of the observations made in the impugned orders.

iii) It would also be open to the respondent-landlord to institute appropriate proceedings for claiming reimbursement of service tax/GST and in the said proceedings, it would be open to the tenant to raise all the pleas which are available to them and in case any such proceedings are instituted, the competent Court would consider the said aspect independent of the observations made in the impugned orders.

iv) This Court has not opined on the merits of the right of the landlord to claim enhanced rent or on the right of the tenant not to pay the enhanced rent as well as on the aspect of service tax/GST and the competent Court, where the proceedings are instituted afresh, would consider the said aspects independently, in accordance with law.

17. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

May 29th, 2026
Pawan/Puneet

(VIKAS BAHL)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No