



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

121

**CR-2007-2026 (O&M)
Date of decision:16.03.2026**

PAWAN KUMAR CHOUHAN

...PETITIONER

VERSUS

NITIN MALHOTRA

...RESPONDENT

Present: Mr. Amit Dhawan, Advocate
for petitioner.

PARMOD GOYAL, J. (ORAL)

Present civil revision petition under Section 227 of the Constitution of India has been filed by petitioner-tenant for quashing of impugned order dated 10.12.2025 (Annexure P-9) passed by learned Rent Controller, Jalandhar vide which provisional rent was determined after concluding that parties had agreed to increase rent by 10% after one year from the date of rent note and therefore petitioner-tenant was directed to pay Rs.55,405/-, 10% amount agreed to be increased but not paid.

2. Learned counsel for petitioner-tenant had argued that the rent agreement being relied upon by respondent-landlord is forged and fabricated, whereas in the rent agreement relied upon by petitioner-tenant, no increase of 10% was ever agreed and therefore petitioner-tenant is not in arrears of any rent and not liable to pay additional amount of 10% of rent quantified as Rs.55,405/-

3. In present case, both respondent-landlord and petitioner-tenant are relying upon two different rent notes, one is containing 09 clauses and

another is containing 10 clauses. In rent note being relied upon by petitioner-tenant, there are only nine clauses where no clause as regards to 10% increase exists. Whereas respondent-landlord, with his eviction petition, had filed rent note which contains ten clauses and 10th clause was regarding 10% increase, after one year from the date of execution of said rent note.

4. In present case, since two rent notes are being relied upon, no fault with the conclusion drawn by Rent Controller can be found at this stage, as at this stage only provisional rent has to be fixed. The right of parties would be adjudicated after both the parties lead their evidence and prove rent note being relied upon by them. Only thereafter, Rent Controller will be able to find out the correct one.

5. Accordingly, for the purposes of fixing provisional rent, no interference is warranted at this stage. However, it is made clear that order fixing provisional rent shall be subject to final findings of the Court below and if Court below finds there is no stipulation to increase rent by 10% then petitioner-tenant shall be entitled to get the amount paid towards provisional rent now or subsequently with interest adjusted towards the future rent or may seek refund of same.

6. Present petition is disposed of in above terms.

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

(PARMOD GOYAL)
JUDGE

16.03.2026
Sunil Chander

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