

2026:PHHC:037701



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

CR-2306-2026

Date of Decision: 11.03.2026

YOGESH SHINGARI

....Petitioner

Versus

KANTA DEVI

...Respondent

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Sahil Goel, Advocate
for the petitioner through VC.

Mr. Srishti Shukla, Advocate
for the respondent.

Parmod Goyal, J. (Oral)

The present revision petition has been preferred by petitioner/tenant under Article 227 of the Constitution of India being aggrieved by impugned order dated 23.02.2026 (Annexure P-8), passed by learned Additional District Judge/Appellate Authority, Ludhiana vide which during the pendency of appeal preferred by petitioner/tenant stay of eviction was ordered, subject to conditions as made out in Para No.10 of the impugned order, which are reproduced as under :-

“10. Thus, application under reference stand disposed of, subject to the following conditions:

- a) The respondent-appellant shall clear arrears of rent @ Rs.14,500/- per month from March, 2024 till passing of the ejectment order, within a period of 15 days from today.*
- b) From the date of passing of eviction order by the Rent Controller, the appellant shall be liable to pay to the*

respondent-landlord an amount of Rs.20,000/-.

- c) Payment of mesne profits is permitted to be made either in cash or by way of bank draft in favour of landlord, and the appellant shall continue to pay the amount to the landlord on or before 10th of every month.*
- d) The respondent-landlord shall file undertakings on affidavit making a statement that the amount so recovered by him in terms of this order shall be refunded or remain available for adjustment in terms of any direction which this Court may pass at the time of final judgment and if any amount became liable to be refunded consistently with the permission of this Court in this appeal, the respondent-landlord shall refund the same within the time provided by the Court for the purpose and the amount shall remain charge on the property in question.”*

2. I do not find any error in the approach of learned Appellate Court in passing conditional order of stay subject to payment of rent. Petitioner/tenant though has claimed that he paid rent during the pendency of eviction petition directly by way of cash payment to the respondent/landlord, however, when asked to produce the receipts or any proof regarding payment of rent, he submits that receipts are in possession of respondent/landlord. This is totally a false plea and cannot be accepted on the face of it. During the pendency of eviction petition when earlier rent was paid in the Court, there was no reason to pay rent in cash by petitioner/tenant to respondent/landlord directly without there being any receipt.

3. Therefore, no ground for interference is made out, however, I find merit in the contention of learned counsel for petitioner/tenant that since mother of petitioner/tenant is suffering from stage-4 cancer, he be granted one month time to pay arrears of rent. Let complete arrears @ Rs.14,500/- per month from March 2024 till 29.10.2025 be paid along with Rs.20,000/- from 29.10.2025 till date. Petitioner/tenant shall also be bound to pay

rent/mesne profits for subsequent months on 10th of every months as directed by learned Appellate Court. Payment shall be made in cash against receipt or by Demand draft.

- 4. Let 50% of total amount as noted above be paid within 15 days from the date of passing of this order and remaining 50% amount be paid within next 15 days, which means that the entire payment must be paid within one month. In case, there is any default on the part of petitioner/tenant, eviction order would be operational and petitioner/tenant shall be liable to suffer consequences therefrom.
- 5. Petition stands disposed of in above terms.
- 6. Pending application(s), if any, is/are disposed of accordingly.

11.03.2026
chiranjeev

(PARMOD GOYAL)
JUDGE

Whether Speaking/Reasoned : Yes/No
Whether Reportable : Yes/No