

(124) IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-3343-2026 (O&M)
Date of Decision: 21.04.2026

HIRA SINGH

...Petitioner

Vs.

MANMEET KAUR

...Respondent

CORAM:- HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. Roopak Bansal, Advocate with
Ms. Hitika Gupta, Advocate for the petitioner.

Mr. Munish Kumar, Advocate for the respondent.

VIRINDER AGGARWAL, J. (Oral)

1. The present revision petition has been filed assailing the order dated 10.04.2026 passed by the learned Appellate Authority, whereby the appeal preferred by the petitioner against the order dated 06.03.2026 has been dismissed. Vide the said order dated 06.03.2026, the learned Rent Controller had made a provisional assessment of rent. The petitioner, being aggrieved by the aforesaid orders passed by both the authorities below, has approached this Court seeking their setting aside in exercise of revisional jurisdiction.

2. Learned counsel for the petitioner submits that the petitioner has been in occupation of the demised premises as a tenant since the year 2016–17. At the inception of the tenancy, an amount of ₹4,00,000/- was paid to the respondent on 23.08.2016 as an interest-free security deposit. It is further submitted that a fresh rent agreement was executed between the parties on 25.02.2019, wherein it was mutually agreed that out of the monthly rent of ₹8,000/-, a sum of ₹4,000/- would be adjusted towards the aforesaid security deposit, and the remaining ₹4,000/- would be paid by the petitioner to the

respondent against proper receipt. Thereafter, on 05.10.2019, an agreement to sell was executed between the parties whereby the respondent agreed to sell 50% share in the suit property to the petitioner for a total sale consideration of ₹89,00,000/-, against which an amount of ₹19,00,000/- was paid as earnest money. In furtherance thereof, the petitioner also instituted a suit for specific performance seeking enforcement of the said agreement. It is further contended that subsequently, on 05.02.2021, another agreement to sell was executed between the parties for the same sale consideration, pursuant to which the petitioner paid further amounts, thereby enhancing the total earnest money to ₹42,00,000/-. Meanwhile, the respondent instituted an eviction petition on the ground of alleged non-payment of rent, which was contested by the petitioner. The learned Rent Controller, vide order dated 06.03.2026, provisionally assessed the rent at ₹8,000/- per month. Aggrieved thereby, the petitioner preferred an appeal, which was dismissed by the learned Appellate Authority vide order dated 10.04.2026. Being dissatisfied with the concurrent findings of the authorities below, the petitioner has approached this Court by way of the present revision petition.

3. Learned counsel for the petitioner contends that both the learned Rent Controller as well as the learned Appellate Authority have failed to take into consideration the terms and conditions of the rent agreement dated 25.02.2019 in its correct perspective. It is submitted that, as per the said agreement, out of the security deposit of ₹4,00,000/- already paid by the petitioner, a sum of ₹4,000/- per month was agreed to be adjusted towards the monthly rent. However, the said admitted contractual adjustment has not been duly factored in while determining the provisional rent. It is further contended

that the petitioner has already paid a substantial amount of ₹42,00,000/- towards earnest money under the agreements to sell executed between the parties, and in view thereof, the liability to pay the provisionally assessed rent ought not to be enforced in favour of the respondent-landlady. It is urged that, in the peculiar facts and circumstances of the case, the amount so assessed deserves to be directed to be retained in Court rather than being disbursed to the respondent.

4. On the other hand, the respondent has appeared through learned counsel Mr. Munish Kumar, who has filed his power of attorney and opposed the petition. It is contended on behalf of the respondent that there is no illegality or infirmity in the impugned orders. Both the learned Rent Controller and the learned Appellate Authority have passed well-reasoned orders after proper appreciation of the material available on record, and the same do not warrant any interference in the limited revisional jurisdiction of this Court.

5. It is not in dispute that the rate of rent between the parties was ₹8,000/- per month. It is further not disputed that, in terms of the agreement, a sum of ₹4,00,000/- was paid by the petitioner as interest-free security deposit, out of which ₹4,000/- per month was agreed to be adjusted towards the monthly rent. It is also an admitted position that the petitioner has not paid rent since 01.10.2019. In these circumstances, the learned rent authorities, while passing the impugned order, have provisionally assessed the rent at the agreed rate of ₹8,000/- per month for a period of 77 months, along with interest @ 6% per annum and costs. The said provisional assessment, being based on the admitted rate of rent and the period of default, cannot be said to

suffer from any illegality, arbitrariness, or perversity warranting interference in revisional jurisdiction.

6. It is a settled principle of law that any assessment of rent made at the stage of provisional determination is only tentative in nature and does not attain finality. Any claim raised by either party regarding alleged excess payment of rent or deficiency therein, arising out of such provisional assessment, is liable to be examined and adjusted at the stage of final adjudication of the rent petition. In view of the aforesaid legal position, the question relating to adjustment of the security deposit of ₹4,00,000/- towards rent is also to be considered and determined at the time of final adjudication of the proceedings. This is particularly so in view of the stand of the respondent/petitioner that the said security amount has already been adjusted towards the earnest money, thereby increasing the total earnest money to ₹42,00,000/-. Accordingly, all such disputed questions pertaining to adjustment of security deposit and its effect on the rental liability are left open to be decided by the Rent Controller at the appropriate stage of final determination.

7. As regards the contention raised by learned counsel for the petitioner that the amount of provisionally assessed rent ought not to be released to the respondent/landlady, it may be observed that the respondent, being the admitted owner and landlady of the premises, is prima facie entitled to receive rent in accordance with law. So far as the petitioner's claim based on the agreement to sell and the plea of specific performance is concerned, the same is a separate civil dispute, which is already stated to be pending adjudication before the competent Civil Court in the suit instituted by the

petitioner against the respondent. The said issue, therefore, cannot have any bearing on the determination of provisional rent in the present proceedings. However, to safeguard the interests of both parties, the petition is **disposed of** with the modification that the Rent Controller shall release the provisionally assessed rent, as and when deposited by the petitioner, in favour of the respondent/landlady, subject to the respondent furnishing adequate security or an undertaking to the satisfaction of the Rent Controller to refund or adjust the amount, in the event the petitioner's claim is ultimately upheld or succeeds before the competent Court/authority.

(VIRINDER AGGARWAL)
JUDGE

21.04.2026

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