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2025:UHC:9993

Judgment Reserved on:31.10.2026
Judgment Delivered on:03.11.2026

HIGH COURT OF UTTARAKHAND AT NAINITAL

HON'BLE SRI JUSTICE SUBHASH UPADHYAY

CIVIL REVISION NO.125 OF 2025

Ashok Sharma ...Revisionist/ Defendant

Versus

Manish Gupta ...Respondent/ Plaintiff.

Counsel for the revisionist	:	Mr. Pradeep Kumar Chauhan (through V.C.) and Mr. Naveen Singh Mer, learned counsel.
Counsel for the respondent	:	Mr. Nikhil Singhal (through V.C.) and Mr. Sameer Rawat, learned counsel.

JUDGMENT: (per Mr. Subhash Upadhyay, J.)

The revisionist / defendant has assailed an order dated 04.11.2025 passed by District Judge, Haridwar in SCC Suit No. 41 of 2024, titled as *"Manish Gupta vs. Ashok Sharma"* whereby application no.29C-1 filed by the revisionist / defendant under Order 7 Rule 11 read with Section 151 CPC was dismissed.

2. Brief facts of the case are that respondent / plaintiff had instituted a suit before the Small Causes Court contending that revisionist was a tenant in the premises at Shivalik Nagar, Dehradun at the rent of ₹50,000/- per month since May 2023.

It was further stated in the plaint that the tenancy was terminated by a notice dated 10.09.2024. It was, further, contended that revisionist / defendant was in default of payment of rent and had not evicted the premises after termination of tenancy.

3. The suit was filed on 02.12.2024 for eviction, arrears of rent and mense profit. The revisionist/ defendant filed his written statement on 04.04.2025 and, thereafter, filed an application under Order 7 Rule 11 CPC on 13.10.2025 contending that in view of the enactment of Uttarakhand Tenancy Act, 2021 (hereinafter referred to as "*the Act of 2021*") effective from 01.01.2023, the suit was not maintable before the Civil Court and was to be instituted in the Rent Court.

4. Reliance was placed on Section 4 read with Section 40 of the Act of 2021. The said applicaton no.29C-1 filed under Order 7 Rule 11 CPC was rejected on 04.11.2025 against which the present Civil Revision has been preferred by the revisionist/defendant.

5. At the admission stage itself, a Co-ordinate Bench of this Court, after taking into consideration the submission made by the revisionist / defendant that he would vacate the premises in two years, disposed of the Civil Revision on 12.11.2025. The order dated 12.11.2025 reads as under:

> *"3. The instant revision has been preferred under Section 25 of the Provincial Small Causes Courts Act, 1887 against the judgment and order dated 04.11.2025, passed by District and Sessions Judge, Haridwar in SCC Suit No. 41 of 2024, titled as "Manish Gupta vs. Ashok Sharma" whereby the application moved under Order 7 Rule 11 read with Section 151 C.P.C. has been rejected.*
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> *4. Mr. Pradeep Kumar Chauhan, learned counsel for the revisionist, on instructions, apprise to this Court that the revisionist is ready to vacate the property in question, however, he prays that two years time may be given to the revisionist to vacate the property in question.*
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> *5. On the other side, Mr. Nikhil Singhal, learned counsel for the respondent have accepted the proposal of Mr. P.K.Chauhan.*
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> *6. In view of submissions as made above and particularly taking into consideration that the revisionist is ready to vacate the property in question within two years, the instant revision is disposed of finally with a direction to the revisionist to vacate the property in question on or before 31.10.2027.*
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> *7. In reference to the aforesaid undertaking the revisionist shall file an affidavit before the District and Sessions Judge Haridwar within two weeks positively from today.*
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> *8. It is further made clear that if the revisionist breach any undertaking given above the respondent shall apprise to this Court by moving an application so that the appropriate steps shall be taken against the revisionist."*

6. Thereafter, clarification / modification application was filed by revisionist / defendant and respondent/ plaintiff seeking clarification / modification in order dated 12.11.2025 and the Co-ordinate Bench vide order dated 18.08.2026 recalled order dated 12.11.2025 and released the matter. Order dated 18.08.2026 reads as under:

> "1. The instant civil revision was disposed of finally on 12.11.2025 on an undertaking of the revisionist that he is ready to vacate the shop in question provided he may be given two years' time to vacate, which was also accepted by the respondent, consequently, revisionist was directed to vacate the shop in question on or before 31.10.2027.
>
> 2. Thereafter, a clarification/modification application bearing MCC No. 01 of 2025 was moved on behalf of the revisionist for seeking clarification of the order dated

12.11.2025, that monthly rent of the shop is Rs. 18,000/-.

3. Thereafter, another application i.e. MCC No. 02 of 2025 is moved by the respondent for seeking clarification/modification of the same order dated 12.11.2025 to the effect that the revisionist be restrained to sub-let the shop under his tenancy and shall not change it's nature and revisionist be directed to pay use and occupational charges at the admitted rate of Rs. 50,000/- per month.

In support of such clarification as sought it is contended in paragraph 5 that market rent of the property in question is Rs. 50,000/- per month and as per the Account Statement the revisionist also paid rent at the rate of Rs. 50,000/- as per entry dated 07.05.2023 and 23.06.2023 along with the copy of an agreement as well as rent deed of property situated in the same vicinity in order to establish that the market rent in the locality is at Rs. 1 lakh per month. In addition to this, further reference is also made that the revisionist is also having commercial property in the same locality where he is running similar business in the name and style of SSD Motors by placing on record some photographs.

4. Thereafter, another MCC No. 03 of 2026 is also filed by the revisionist by raising an objection to the clarification/modification as sought by the respondent by annexing the rent agreement dated 23.10.2020 in order to show that the clarification as sought with regard monthly rent at the rate of Rs. 50,000/- is misconceived.

5. Thereafter, another MCC No. 04 of 2026 is moved by the revisionist for recalling a subsequent order dated 26.02.2026, whereby, the counsel for the revisionist was directed to get instructions within how much period he will vacate the shop in question and by moving this application the revisionist make an attempt to twist the entire issue and also touch the merit though on the first day the revisionist himself undertakes to vacate the shop.

On this MCC 04 of 2026 a further objection is filed by the respondent by giving reference of the report of Tehsildar which in fact was invited by this court by virtue of order dated 07.01.2026 and submits that the mother of revisionist running also a workshop in the same locality in the name of SSD Motors and another property is also owned by the brother of the revisionist.

6. Subsequently, an additional affidavit was further filed on 09.06.2026 by the revisionist in compliance to the order passed by this court on 09.06.2026, whereby, this court take serious note of giving false statement by the revisionist about two other properties in the same locality.

7. Subsequent thereto, a supplementary affidavit has been filed along with IA No. 06 of 2026 on 16.06.2026 by the revisionist, wherein, the revisionist also gives reference of a First Information Report dated 15.06.2023 with regard to a different issue, however, which has no relevance which itself shows that the revisionist is deliberately diverting the

issue.

8. Now, what this court has observed that though revision was disposed of finally on 12.11.2025 on an undertaking of the revisionist, despite this, both the sides are repeatedly filing applications by raising disputing question of fact. Apart from this, the revisionist has also not come up with clean hands as he has not disclosed other commercial properties wherein he is already running two workshops in the same locality, one in the name of “SSD Motors”, and another one, wherein, his brother is shown to be an employee of the workshop.

9. To verify about two other commercial properties, which are under the effective control of the revisionist the Tehsildar also submit a report on 06.01.2026 and after perusing the report of Tehsildar the learned counsel for the revisionist was directed to get instructions within how much period he will vacate the shop in question but shall not seek more than two months, which is reflected from the order dated 26.02.2026. This time was reduced provisionally because as per the report of Tehsildar there are two other workshops in the same locality run by the revisionist and as apprised by Mr. Nikhil Singhal both the workshops are under the effective control of the revisionist since in one of the workshop the brother is being shown as an employee and in another one Mobile number of revisionist is reflected from the Sign Board.

10. The subsequent order dated 09.06.2026 reflects the report of Tehsildar and after gone through the report and one another document i.e. paper no. 18C/2 this court observed that the revisionist making a false statement by giving impression that SSD Motor Workshop is being run by his brother Aadesh Sharma, whereas , paper 18C reveals his brother is the employee in the said workshop, not only his in the workshop, which is being run in the name of M/S SSD Motors, the mobile number of the revisionist is also reflected from the sign board. Now, at this juncture, the relevant extract of the order dated 09.06.2026 is also being extracted herein as under:

> *“1. The revisionist is present in court pursuant to the previous order when a specific question is asked from him that how many workshops are being run in the locality where he is running separate workshop in a rental accommodation, he submits that he is running only one workshop and other one is being run by his brother Aadesh Sharma.*
>
> *2. In the Trial Court proceeding in a written statement a categorical statement has been given by him that a plot measuring 1825 sq.ft. was purchased only for residential purposes and neither any workshop has been constructed over there nor is being used as a workshop.*
>
> *3. On the previous date a report was asked from the Tehsildar, who submitted its report on 06.01.2026. The relevant extract of the report is being reproduced*

herein as under:

> *"1. आर–77.शिवालिकनगर भेल हरिद्वार पर मैसर्स श्री शिन देव मोटर्स नामक वर्कशॉप श्री अशोक शर्मा द्वारा संचालित की जा रही है। उक्त फर्म का जी०एस०टी० रजिस्ट्रेशन प्रमाण पत्र (रजिस्ट्रेशन सं० 05BNMPS7648EIZI) श्री अशोक शर्मा के नाम उक्त पते पर पंजीकृत है। (स्थलीय फाटोग्रॉफ एवं जी०एस०टी० रजिस्ट्रेशन प्रमाण–पत्र की छायाप्रति सलंग्न है।)*
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> *2.विक्रय पत्र दिनांक 24.11.2021 के माध्यम से विक्रेता श्रीमित रेनू गोयल पत्नी श्री दिनेश कुमार नि० मौ० कोटरावाद ज्वालापुर द्वारा केता श्रीमित रेखा शर्मा पत्नी महेन्द्र शर्मा नि० मौ० चाकलान ज्वालापुर को एक आवासीय प्लाट जिसका क्षे० 1825 वर्गफुट है खसरा सं० 372 टिहरी विस्थापित क्षेत्र वार्ड नं०5 में विकय की गई है। उक्त प्लाट पर मैसर्स एस०एस०डी० मोटर्स नाम स्पेयर पार्टस शॉप संचालित है जिसका जी०एस०टी० रजिस्ट्रेशन (सं०*
>
> *05AYRPA0348L1ZD) श्री आदेश शर्मा के नाम अकित है। (विकय पत्र दि० 24.11.21 की सत्यापित छायाप्रित, स्थलीय फोटोग्रॉफ व जी०एस०टी० रजिस्ट्रेशन प्रमाण–पत्र की छायाप्रित संलग्न है।)*
>
> *3. क्यू–20 शिवालिक नगर बी०एच०ई०एल० हरिद्वार पर मैसर्स कार डिटेलिंग नामक वर्कशॉप संचालित है, जिसका संचालक आशीष शर्मा पुत्र महेन्द्र शर्मा द्वारा कोई रजिस्ट्रेशन /किरायानामा प्रस्तुत नही किया गया, मौके पर श्री अशोक शर्मा द्वारा अपने बयान मे उक्त फर्म छोटे भाई श्री आशीष शर्मा द्वारा संचालित होना बताया गया। (स्थलीय फोटोग्रॉफ व श्री अशोक शर्मा के बयान मूल रुप में संलग्न है।)"*

4. As it appears from this report the plot measuring 1825 sq.ft., which was purchased for residential purposes a motor workshop in the name of M/s S.S.D. Motors is being run, which is in the name of Aadesh Sharma, the brother of the revisionist. The photographs is also enclosed along with this report.

5. Mr. Nikhil Singhal placed before this court one of the document i.e. Paper No. 18C/2, wherein, the brother of the revisionist Aadesh Sharma is shown as an employee in Shri S.S.D. Motors

6. It appears that the revisionist is making a false statement by giving impression that the S.S.D. Motors workshop is being run by his brother Aadesh Sharma, whereas Paper No. 8C/2 reveals that his brother is working as an employee in this motor workshop. Not only this, written statement filed in the Trial Court also reveals that misleading statement has been given that Plot measuring 1825 sq.ft. was purchased only for residential purposes though as per the report of Tehsildar it is being used for commercial purposes. Giving a false statement amounts to perjury with the court. The revisionist, who is present in court, is directed to file his response why he may not be prosecuted for giving a false statement in court within 48 hours."

11. Now, filing of the frequent applications by the revisionist as well as by the respondent it reveals that after disposal of the revision the parties are unnecessarily wasting time of the court by filing frequent applications raising disputed question of the fact again and again though this court is of the firm opinion that the revisionist has also not approached with clean hands and he is not fair with the court and he suppressed about two alternative commercial

> premises, wherein, the two workshops are being run by him, still want to retain the shop in question which is under his tenancy.
>
> 12. Therefore, in such an eventuality, when both the parties are raising the disputed question of fact though the revision was already disposed of finally, this court has no option except to recall the initial order dated 12.11.2025.
>
> 13. Accordingly, the initial order dated 12.11.2025 is recalled and the matter is released and to be listed before the another Bench."

7. The above developments that took place pending the present civil revision are narrated, as counsel for the revisionist / defendant, apart from making submission on the merits of the impugned order under challenge, has also raised an issue as to whether a consented order can be recalled without withdrawal of consent by either party.

8. Learned counsel for revisionist/ defendant assailing the impugned order has made the following submissions:

> 1) The suit was filed after the enactment of Uttarakhand Tenancy Act, 2021, and the jurisdiction of the Civil Court was barred under Section 40(1) of the Act, as such, the suit was not maintainable before the Civil Court.
>
> 2) The observation made in the impunged order that the suit / proceedings were pending prior to enactment of Uttarakhand Tenancy Act, 2021 is factually incorrect as the suit was filed in the year 2024.

3) An identical question of law about jurisdiction of Small Cause Court and Rent Court, as constituted under the Uttarakhand Tenancy Act, 2021, is pending adjudication before the Court in other Civil Revision and Misc. Writ Petition and there is interim order operating in the said case.

4) The order impugned was passed overlooking the provisions of Section 22, 40 and 47 of the Act of 2021.

9. In the written submission filed by revisionist/ defendant in paragraph no.17 following issues were raised:

> *"(i) Whether a consented order can be recalled without the withdrawal of consent by either party.*
>
> *(ii) Whether the Jurisdiction of Civil Court is barred after the enactment of Uttarakhand rent Control Act 2021 as provided in section 40(1) of the Act.*
>
> *(iii) Whether the State Rent Control Act stood repealed after the enactment of Uttarakhand Tenancy Act 2021, and such repeal includes section 15(4) of U.P Amendment in Provincial Small Cause Courts Act 1887.*
>
> *(iv) Whether section 4(6) of Chapter II of Uttarakhand Tenancy Act 2021 bars the jurisdiction of the Act in absence of Tenancy Agreement pre or post enactment and is against the section 3 of the Act."*

10. Per contra, learned counsel for the respondent/ plaintiff made the following submissions:

1) For deciding an application under Order 7 Rule 11 CPC, the contents of the plaint are to be only

seen and the submissions made in the written statement are not to be considered. Moreover, in the plaint a specific averment was made that the Uttarakhand Tenancy Act, 2021 is not applicable and the cause of action to institute the suit befor the Civil Court was properly disclosed in the plaint.

2) Admittedly, there was no written rent agreement between the parties and after enforcement of the Act of 2021 no information in respect of any tenancy agreement was provided to the Rent Authority as defined under the Act, as such, as per Section 4(6) of the Tenancy Act, 2021, the landlord/tenant was not entitled to claim any relief under the Act of 2021.

3) The question about the applicability of Uttarakhand Tenancy Act, 2021 in absence of any written agreement and its information to the Rent Authority was considered and finally decided by the Court in the case of *Shri Shravan Kumar Vs. Smt. Sarita Gupta (Civil Revision No.11 of 2026)* and *Sunil Kumar Kapoor Vs. Shivendra Narain Saklani and others (Civil Revision No.132 of 2026)*, as such, the reliance placed by counsel for the revisionist/ defendant on interim order is misplaced.

11. Heard learned counsel for the parties and perused the record.

12. This Court is of the considered view that the developments that took place after filing of the present revision are not the subject matter of the order impugned whereby application filed under Order 7 Rule 11 CPC was rejected.

13. The fact remains that order of recall has become final in absence of any challenge thrown to it by the revisionist/ defendant. This Court, thus, refrains from commenting on the issue raised by revisionist/ defendant with regard to the question as to whether a consented order could have been recalled.

14. The moot question which falls for consideration before this Court is that as to whether the suit filed by respondent / plaintiff was barred under the provisions of the Uttarakhand Tenancy Act, 2021?

15. The facts, which are not in dispute in the present case, are that the suit was filed in the year 2014 i.e. after commencement of the Uttarakhand Tenancy Act, 2021. Thus, finding recorded by the learned Trial Court that the proceedings were pending before commencement of Act of 2021 are not correct. However, the Court cannot ignore the

fact that, admittedly, there was no written agreement between the parties and, thus, no information as required under Section 4 of the Act of 2021 was given to the Rent Authority. Section 4 of the Uttarakhand Tenancy Act, 2021 reads as hereunder:

> *"**Tenancy agreement**—4.(1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landlord and tenant jointly, in the form specified in the First Schedule within a period of two months from the date of tenancy agreement.*
>
> *(2) Where the landlord and the tenant fail to jointly inform the execution of the tenancy agreement referred to in sub-section (1), the landlord and tenant shall separately Inform the execution of tenancy agreement to the Rent Authority within a period of one month from the date of expiry of the period specified in sub-section (1).*
>
> *(3) The Rent Authority shall, within three months from the date of Its appointment, put in place a digital platform in the local vemacular language or the language of the State/Union territory for enabling submissions of document in such form and manner as may be prescribed.*
>
> *(4) The Rent Authority shall, after receiving information about the execution of tenancy agreement along with the documents specified in the First Schedule,—*
>
> *(a) provide a unique identification number to the partles;and*
>
> *(b) upload details of the tenancy agreement on its website in local vernacular language or the language of the State/Union territory,*
>
> *within seven working days from the date of receipt of such information, in such manner along with such documents as it may deem fit.*
>
> *(5) The terms of authorisation of the property manager, if any, by the landiord to deal with the tenant shall be such as agreed to by the landlord and tenant in that behalf in the tenancy agreement.*
>
> *(6) The Information provided under sub-section (1) and sub-section (2) shall be conclusive proof of the facts relating to tenancy and matters connected therewith, and in the absence of any statement of information, the landlord and the tenant shall not be entitled to any relief under the provisions of this Act."*

16. Thus, under the Uttarakhand Tenancy Act, 2021, there is a specific bar as stipulated in Section 4(6), which provides that in absence of any statement of information to the Rent Authority / Comptent Authority the landlord and the tenant shall not be entitled to any relief under the Act.

17. The aforesaid provisions were considered by the Court in Civil Revision No.132 of 2016 and Civil Revision No.11 of 2026 and the position of law, as determined by this Court in the said judgments, make it clear that in absence of any written agreement between the parties and the information being given to the Rent Authority the proceedings under the Uttarakhand Tenancy Act, 2021 are not maintable.

18. Learned counsel for the revisionist/ defendant was not in a position to show that any written rent agreement was reached between the parties and whether any information was given to the Rent Authority/ Competent Authority as provided under the Act.

19. A perusal of the written statement filed by revisionist/ defedant before the Trial Court and the averments made in the application filed under Order 7 Rule 11 CPC also does not disclose the fact as to whether any written rent agreement was reached between the parites after commencement of the Act and as to whether any information

was provided to the Rent Authority / Competent Authority. The contentions raised by learned counsel for the revisionist/ defendant towards the bar imposed in the Act of 2021 towards maintainability of suit before the Civil Court is bereft of any merit as Section 4 of the Act of 2021 starts with a non obstante clause and in case of non-compliance of the requirements of Section 4(1) & (2) the revisionist was not entitled to any relief under the provisions of the Act of 2021.

20. A Co-ordinate Bench of this Court in Civil Revision No.132/2016, "*Sunil Kumar Kapoor Vs. Shivendra Narain Saklani and Others*" considered the said aspect and in paragraph nos.10 and 11 held as under:

> *"**10**. After taking into consideration the provisions of Sub Sections 1 & 2 of Section 4 of the Tenancy Act, the learned Judge, SCC/District Judge, Dehradun has considered that there is a mandatory requirement for any tenancy created after the commencement of the Act to be in writing and the same to be intimated to the rent control authority. The provisions cast a duty upon both, jointly upon the tenant and the landlord and also provide a mechanism for separate intimation in case of noncooperation. The learned Judge, SCC/District Judge, Dehradun has also considered provisions of Sub Section 6 of Section 4 of the Uttarakhand Tenancy Act, 2021, that it creates specific consequence for non-compliance of the requirements of sub-sections (1) & (2). It stipulates that in the absence of such intimation to the Rent Authority, neither the landlord nor the tenant shall be entitled to any relief under the provisions of the Act.*
>
> ***11.** Learned Judge, SCC/ District Judge, Dehradun has also considered that the consequence of such a statutory bar is not that the aggrieved party is left remediless. If a special statute such as the Act of 2021, closes its doors to a litigant due to non-compliance with a procedural formality, the jurisdiction of the general civil courts is not automatically ousted. A similar principle was enunciated by the Hon'ble Supreme Court in its judgment in the case of Nutan Kumar vs. 2nd Additional District Judge, reported in AIR 2002 SC 3456."*

21. This Court is in agreement with the view taken by the Co-ordinate Bench that if a special statute such as the Act of 2021 closes its doors to a litigant due to non-compliance of statutory formality the jurisdiction of the Civil Court is not ousted. Thus, in view of non-compliance of the provisions of Section 4 of the Act of 2021 the suit was only maintainable before the Civil Court and the Rent Court has no jurisdiction to hear the case and application filed by revisionist/ defendant under Order 7 Rule 11 CPC was, as such, rightly rejected by the learned Trial Court.

22. Accordingly, the revision fails and the same is dismissed.

23. As a sequel thereto, the miscellaneous applications, if any pending, shall stand closed.

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SUBHASH UPADHYAY, J.

Dt:03.11.2026
Sukhbant