

Prayer Is for Setting Aside the Impugned Order. Rate of Rent Vs. Ramesh Thapar.

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Court : Punjab and Haryana

Decided On : May-15-2014

Appellant : Prayer Is for Setting Aside the Impugned Order. Rate of Rent

Respondent : Ramesh Thapar.

Judgement :

CR No.3415 of 2014 -1- IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH CR No.3415 of 2014 (O&M). Decided on:-May 15, 2014. M/s Ratti Wollen Mills.Petitioner. Versus Ramesh Thapar.Respondent. CORAM: Hon'ble Mr. Justice Dr. Bharat Bhushan Parsoon. ***** Argued by:- Mr. Vishal Sodhi, Advocate for the petitioner. Dr. Bharat Bhushan Parsoon, J.

Order of 15.4.2014 of the Rent Controller, Ludhiana whereby arrears of rent were provisionally assessed to be paid by the tenant, is under challenge.

2. Arrears of rent @ Rs.7,700/- per month for a period of 1.5.2008 till 20.4.2014 have been assessed as under: Arrear of Rent w.e.f. 1.5.2008 to 15.4.2014 @ Rs.7,700/- p.m. Rs.5,50,550/- Interest @ 6% Rs.099,099/- Cost of application Rs.002,000/- Total Rent Rs.6,51,649/-.

3. This rent is to be tendered on 1.7.2014.

4. It is claimed by the petitioner-tenant that neither the claim of arrears of the landlord nor plea of the tenant on payment of rent hitherto made, have been evaluated by the Rent Controller and the order has been passed in a mechanical manner without application of mind. It is claimed Yag Dutt 2014.05.20 12:45 I attest to the accuracy and integrity of this document CR No.3415 of 2014 -2- that the rent had already been paid and thus, due notice of the same was required to be taken by the Rent Controller. It is claimed that there are no arrears as the rent has regularly been paid month after month and that too by cheques.

5. Hearing has been provided to the counsel for the petitioner- tenant while going through the paper book.

6. Prayer is for setting aside the impugned order. Rate of rent being Rs.7,700/- per month is not disputed. Since the payments made by the tenant from time to time have been adjusted by the landlord against the pending arrears of rent, liability of the tenant to pay current rent remains undischarged. Rent Controller has duly noticed that even after adjustment of all the payments made by the tenant from time to time, he remains in arrears of rent. Counsel for the petitioner-tenant has contended that the payments made by the tenant in cash have not been accounted for by the landlord.

7. There are neither receipts nor any proof at this stage to accept the plea of the petitioner-tenant regarding these payments allegedly made in cash without receipt. When the payments made by the tenant from time to time were not specifically appropriated to any particular period of arrears of rent, the landlord was within his rights to appropriate and adjust such payments even for payment of arrears of rent which had remained due.

8. Counsel for the petitioner-tenant citing the judgments of co- ordinate Benches of this Court in Chander Kumar Anand Versus Smt. Daropadi Devi alias Agya Wanti 1988 (2) RCR (Rent) 638, Mehar Chand and another Versus Tilak Raj Girdhar 1981(2) RCR (Rent) 333 and Faquir Chand Versus Bhagwan Dass 1994(2) RCR (Rent) 303 has urged that neither there were any arrears of rent due nor could have been there as no landlord would be believed to have remained silent regarding arrears for sufficiently long time. Yag Dutt 2014.05.20 12:45 I attest to

the accuracy and integrity of this document CR No.3415 of 2014 -3- 9. There is no dispute of law and there cannot be any.

10. However, when all the payments towards arrears of rent made by the tenant have been duly accounted for by the landlord except for the payment allegedly made by cash in regard to which neither particulars nor receipts have been given, there is nothing wrong on facts or in law in the impugned order. Even if payments allegedly made in cash are proved during the course of leading of evidence by the tenant, this being provisional assessment of rent, due adjustment of such payments will be available to the tenant.

11. Factum of arrears of rent against which payments made by cheques by the tenant have been accounted for by the landlord, would be open to be repudiated by leading evidence by the petitioner-tenant to the effect that no such arrears were due and if plea of the tenant is carried, adjustment of such payments would be available to the tenant. In this light, at this stage, when evidence is yet to be led by the parties and adjudication is to be made thereafter by the Rent Controller, the impugned provisional assessment made by the Rent Controller does not need any interference.

12. In view of the above discussion, the petition being without any merit is hereby dismissed.

13. Nothing observed above shall have any bearing on the merits of the petition pending disposal before the Rent Controller. (Dr. Bharat Bhushan Parsoon) Judge May 15, 2014 'Yag Dutt' 1. Whether Reporters of local papers may be allowed to see the judgment?. Yes 2. Whether to be referred to the Reporters or not?. Yes 3. Whether the judgment should be reported in the Digest?. Yes Yag Dutt 2014.05.20 12:45 I attest to the accuracy and integrity of this document

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