

Anup Trehan Vs. Devi Sahai

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Court : Punjab and Haryana

Decided On : Mar-29-2007

Reported in : (2007)147PLR27

Judge : M.M. Aggarwal, J.

Appellant : Anup Trehan

Respondent : Devi Sahai

Disposition : Petition dismissed

Judgement :

M.M. Aggarwal, J.

1. This is petition against order dated 17.8.2006 copy Annexure P-6 whereby Rent Controller, Jalandhar had assessed the arrears of rent for the period from 10.6.2002 to 9.11.2006 @ Rs. 2,500/- and calculated the same to be Rs. 1,02,500/-, interest @ 6% per annum, which comes to Rs. 14,800/- and cost of the petition to be Rs. 500/-. The tenant, now petitioner had been directed to tender rent, interest and costs as per the assessment made on or before 27.9.2006. It was made clear that the assessment was provisional one and was subject to the final decision of the case.

2. Facts of the case are that Devi Sahi, S.D. Senior Secondary School, Jalandhar had filed ejectment petition against Anup Trehan present petitioner on the ground of arrears of rent. Various objections had been taken by Anup Trehan including the objection that Anup Trehan is himself owner of the premises and there is no relationship of landlord and tenant between the parties. However, on behalf of the landlord, lease agreement copy Annexure-R-5 dated 11.4.1993 was produced showing that there was an agreement of lease between Manager, Devi Sahai S.D. Sr. Secondary School Jalandhar City and Anup Trehan in respect of lease of Shop No. 21-M situated in Mohalla Krishan Nagar, Jalandhar City. Boundaries had also been given. There are other documents also particularly the statement copy Annexure R-8 showing that Anup Trehan had been paying rent to the School @ Rs. 2,500/- per month. This statement copy Annexure R-8 is for the period from 11.4.1998 to 10.6.2002. It comes out that payment of the provisional rent as assessed vide order dated 17.8.2006 was not made and then there was an application on behalf of the tenant for extension of time to comply with the order and there was further an application for amendment of the written reply. The court of Rent Controller vide order dated 27.9.2006 reproduced in reply to the present petition had directed that arrears of rent as per order dated 17.8.2006 be tendered by 12.10.2006 and if (tenant) he does not comply with that order then he will have to face consequences of the default. However, it was subject to stay order, if any.

3. From the perusal of the record of this Court, it comes out that no stay against order dated 17.8.2006 of the Court of Rent Controller had been granted by this Court, which means that the order dated 17.8.2006 has not been complied in spite of extension prayed and time extended by the Rent Controller.

4. Counsel for the petitioner had relied on judgment reported in Narinder Singh v. Sarabjit Singh 2006 (2) R.L.R. 379 and argued that when relationship of landlord and tenant had been denied, there would be hardly any justification for the Rent Controller to frame an assessment order in pursuance of proviso to Section 13(2X0 of the Act.

5. On behalf of the respondent-landlord, judgments reported in Madan Lal and Anr. v. Baldev Raj (2004-2) 138 P.L.R. 834, Hukma Devi v. Bhagwan Dass , Yash

Pal Singh v. Vijay Kumar and Jagdish Singh v. Mohan Lal had been relied and it was argued that once the tenant-petitioner had taken the risk of not paying rent in terms of the order passed by the Rent Controller then he is to face the consequences and also when tenant denies the title and relationship between the landlord and the tenant then the Rent Controller may not even assess the rent and then the tenant will not be entitled to protection of Rent Laws.

6. The ejectment petition is still pending before the Rent Controller. The effect and consequences of denying the title and relationship of landlord and tenant and not paying the provisional rent shall have to be decided by the Rent Controller while disposing of the main ejectment petition.

7. At this stage, I do not find any good ground to interfere especially when the tenant had applied for extension of time for depositing of the rent and the Rent Controller had even extended time.

This petition stands dismissed.

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