

Kaval Resdip Singh Vs. Time Electronics Pvt. Ltd. and anr.

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Court : Delhi

Decided On : Nov-01-1985

Reported in : 29(1986)DLT238

Judge : G.C. Jain, J.

Acts : [Delhi Rent Control Act, 1958](#) - Sections 15(2)

Appeal No. : S.A.O. No. 184 of 1985

Appellant : Kaval Resdip Singh

Respondent : Time Electronics Pvt. Ltd. and anr.

Advocate for Def. : Rajesh Mitra, Adv.

Advocate for Pet/Ap. : C.M. Oberoi, Adv

Judgement :

G.C. Jain, J.

1. This appeal is from the order of Rent Control Tribunal dated March 25, 1985.
2. In July 1983, the appellant/tenant brought a petition for eviction of the premises in dispute on the ground of subletting. In those proceedings, he, on July 11, 1984 filed an application under Section 15(2) of the Delhi Rent Control act (hereinafter referred to as 'the Act'), for directing the tenant to pay the arrears of rent and future

rent. It was alleged that the agreed rent was Rs. 2,200/- per month and the rent was due since January 1983. The tenant resisted the application. He pleaded that he was entitled to four months' rent towards repairs carried in the years 1980 to 1983 after necessary notices to the landlady. He had paid a sum of Rs. 28,600/- in cash to the husband of the landlady on August 11, 1983 and had sent three months' rent by draft and thus the rent up to September 30, 1984 stood paid.

3. Learned Additional Controller prima facie accepted the contention of the tenant and consequently directed the tenant to deposit the rent from 1st of October, 1984 onward. The appeal filed against the said order was dismissed by the Tribunal.

4. The main question for consideration is whether prima facie the tenant had paid a sum of Rs. 28,600/- in cash on August 11, 1983. The circumstances of the case do not justify the acceptance of this contention at this stage. The admitted circumstances are that there had been an exchange of notices between the parties prior to August 11, 1983. Earlier the landlady had filed a suit for recovery of arrears of rent against the tenant. At the time of alleged payment another eviction petition filed by the landlady against the tenant on some other ground was pending,. In the circumstances; ordinarily nobody pay rent without obtaining a receipt.

5. The tenant explained that the husband of the landlady had agreed to send a certificate or receipt thereafter. But the fact remains that in spite of this assurance given by the husband no such certificate or receipt was sent. The tenant took no steps in this behalf till December 1984 when he is stated to have sent a letter and that too under postal certificate. Again the tenant was a private limited company. Ordinarily it must be keeping books of account. Copy of the relevant entry in the cash book or the ledger was not produced along with the reply or even thereafter. In these circumstances the courts below were in error in not directing the tenant to deposit the sum of Rs. 28,600/- also.

6. Learned counsel for the landlady contended that there was no justification for allowing adjustment of four months' rent towards repairs. The tenant has filed on record the copies of the notices and some vouchers and therefore it would be in the interest of justice if this claim was allowed at this stage.

7. I consequently accept the appeal partly, modify the order of the Additional Rent Controller, and direct the tenant to deposit a further sum of Rs. 28,600/- towards arrears of rent besides the amount as directed by the Additional Rent Controller. As prayed by the learned counsel for the tenant, this amount of Rs. 28,600/- would be paid by monthly Installments of Rs. 4,400/-. The first Installment would be paid on or before January 10, 1986 and the rest by the 10th of each following month.

8. The observation made in this order are purely for deciding this appeal. The view taken by this court is a prima facie view and would not prejudice the courts below in any way in coming to a different conclusion after recording the evidence. In case it was held that the tenant had paid this amount of Rs. 28,600/-, he would be entitle to the refund of the same.

9. The parties are left to bear their own costs.

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