

Rukmani Devi and ors. Vs. Ram Kumar

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Court : Delhi

Decided On : Sep-16-2004

Reported in : 115(2004)DLT58

Judge : R.S. Sodhi, J.

Acts : Delhi Rent Control Act - Sections 14(1); [Constitution of India](#) - Article 227

Appeal No. : C.M. (Main) 558 of 2001 and C. Ms. 941/2001 and 927/2001

Appellant : Rukmani Devi and ors.

Respondent : Ram Kumar

Advocate for Def. : Puneet Bhardwaj, Adv.

Advocate for Pet/Ap. : K.L. Bhendwal, Adv

Judgement :

R.S. Sodhi, J.

1. C.M.(M) 558 of 2001 is directed against the judgment dated 25.7.2001 of the Additional Rent Control Tribunal in R.C.A. No. 282 of 1997, which appeal arose from order dated 11.3.1997 of the Additional Rent Controller in a petition under Section 14(1)(e) of the Delhi Rent Control Act whereby the Tribunal allowed the appeal and passed an order of eviction in respect of Premises No. A-10, New

Gupta Colony, Delhi.

2. It is contended by counsel for the petitioners that the rent, as demanded, was paid and that the trial court has rightly come to the conclusion which need not be interfered with.

3. Heard counsel for the parties and gone through the material on record. As has been held by the Tribunal, service of notice of demand has been proved which is also not challenged before me. The only contention raised is regarding the document, Ex. RW-2/Px (money order) and its effect on documents, Ex. RW-2/A2 to RW-2/P4. RW-2/P4 is a money order coupon received by Amritpal Kaur which signifies the receipt of rent for the months of January and February, 1991 while Ex. RW-2/A2 to RW-2/A4 are messages on the money order coupon in the handwriting of the son of the petitioner according to which rent for the month of May, 1990 at the rate of Rs.12/- was sent while RW-2/P3 purports to be rent for the months of June and July. It bears mention of the year 1990. RW-2/P4 is the rent for five months from August, 1990 to December, 1990. Parties agree that the date of receipt '4.8.1990' is wrongly ascribed; it ought to be '4.9.1990'. If that be the position, documents, RW-2/P2 RW-2/P4, are rents received for the months from May to December, 1990. RW-2/PX is a remittance for January and February, 1991 received by Amritpal Kaur. There is no such person by the name of Amritpal Kaur in the family of the respondent. Petitioners admit that notice of demand was in respect of rent for January, 1991 onwards. Other documents upon which reliance has been placed have been dealt with by the Tribunal as under :

'Ex. RW-2/1. This bears the signatures of the the respondent for the date 4.9.90. It bears the postal stamp also of 4.9.90. it bears the postal stamp also of 4.9.90. At the back of this money order the postal receipt No. 4346 dated 8.9. is ascribed. The document Ex. RW-2/3 is the postal receipt. If I look both these documents without the fabrication which is on the document then these documents show that the postal department at the back of the receipt records the number of postal receipts as well as the date by which the money order has been sent. This is lacking in document Ex. RW-2/PX which is allegedly received by Amritpal Kaur nor the postal stamp in this document is legible. Without the remarks of the postal

stamp which ought to have been there with seal of the postal department as is Ex. RW-2/1, this document cannot be said to be genuine and no trust can be made upon such a document. Now I proceed on the assumption that in fact this document was genuine although I find to the contrary. Then according to this document rent was sent for January and February, 1991. Further rent was to be remitted by the respondent from March, 1991 and onwards. The receipt Ex. RW-2/1 with regard to the payment of rent has been fabricated as is visible to the naked eyes. It shows payment from September 90 to January 91. Explanation for this was to be given by the respondent as to why this fabrication had been made. This fabrication is writ large if one looks at the receipt Ex. RW-2/4 which is in the hand of the son of the respondent. According to Ex. RW-2/P4 the receipt for August, 1990 to December, 1990 is already admitted. This rent is acknowledged on 4.9.90 as it is admitted by the parties before me with regard to the date '4.9.90' is the receipt filed by the respondent which is in Ex. RW-2/1. So, this money order is certainly related to Ex. RW-2/P4 and tells the court that words 'August 1990 to December, 1990' have been changed to 'September 1990 to January, 1991' by fabrication. The fabrication is further explained by fact that the rent which was remitted by money order Ex. RW-2/PX was for the period of January and February, 1991. This was in conformity with the receipt Ex. RW-2/P4. If this was the rent for January and February, 1991, then what was the necessity of sending this rent whereby Ex. RW-2/1 already rent up to January 1991 was sent. The document of the appellant therefore again confirms the fabrication and tells that December, 1990 has been changed to January 1991 for the reasons best known to the respondent.'

4. Even the learned Additional Rent Controller has observed in his judgment dated 11.3.1997 as under -

'His case is that rent for the months of September 90 to January 91 was paid vide this money order Ex. RW-2/1. The counsel for petitioner argued that the period was erased and 1st September to January 91 was later on mentioned on E. RW-2/1. On perusal of this document, I find that there is erasure on it. '

5. Going through the material on record, I find it difficult to rely upon the documentary evidence produced by the petitioners to show that there is no default in payment of rent. Counsel for the petitioner has not been able to show any infirmity, impropriety, illegality and/or jurisdictional error in the order of the Tribunal which findings find support from the observations of the learned Additional Rent Controller.

6. In that view of the matter, I see no reason why this court should interfere under Article 227 of the [Constitution of India](#) with the judgment under challenge. C.M.(M) 558 of 2001 and C.Ms. 941/2001 & 927/2001 are dismissed. Stay granted is vacated. No order as to costs.

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