

(2013) 05 P&H CK 0214

High Court Of Punjab And Haryana At Chandigarh

Case No: CR No. 3321 of 2013 (O and M)

Sadda Ram

APPELLANT

Vs

Kulyinder Kajal

RESPONDENT

Date of Decision: May 23, 2013

Citation: (2013) 171 PLR 339

Hon'ble Judges: K. Kannan, J

Bench: Single Bench

Advocate: R.S. Randhawa, for the Appellant;

Final Decision: Dismissed

Judgement

K. Kannan, J.

The revision is against provisional fixation of rent by the Rent Controller during the pendency of proceedings directing the tenant to pay rent from the year 2000 when according to the landlord, the tenant stopped paying the rent. The contention of the tenant was that he had always been paying the rent but the landlord had been taking advantage of his own wrong that he never was in the habit of issuing receipts and he made it appear as though no rent was paid. According to him, the law does not allow a person to secure rent for more than three years period and therefore a direction could not have been issued for payment of arrears of rent from 1.2.2000 itself. The point urged by the learned counsel is erroneous. The law of limitation will apply only in cases of recovery of amount and unless a statute itself prescribes that the landlord suing for ejectment cannot secure rent for a period in excess of three years, such an objection cannot be taken. If it is the general law of limitation Article 52 prescribes a limitation period of three years from the date when it fell due. It must be understood that the Limitation Act does not extinguish a right but only bars the remedy. If it were suit for recovery of rent, then the law of limitation would bar a person suing for recovery to make a claim in excess of three years period. However if the petition is filed for ejectment and the claim is that the tenant has not been paying the rent for a particular period, the issue of limitation does not arise at all. It

is a manner of setting the scales even that a tenant who is in possession of property does not contest unless he pays up the amount which is shown to be in default by him. There cannot be any presumption that the rent must have been at all times be paid and the landlord could not have been in the habit of issuing receipts. It is a right of a tenant to insist on receipt for the payment. If he himself is unable to produce the same, at least at the interlocutory stage where oral evidence has not yet commenced, the Rent Controller was justified in directing the payment to be made. I will not therefore find any error in the direction given by the Rent Controller and dismissing the revision petition.

2. Learned counsel would state that he is a poor person and that the arrears are made out to be Rs. 1,79,000/-. He shall not under such circumstances be able to pay the entire amount. The counsel pleads that he should be given at least a reprieve and a direction to pay ought not to exceed 50% of the amount. I direct that 50% of the amount shall be paid within a period of two months from the date of receipt of copy of the order and the remaining 50% shall be paid within a period of four months or before the conclusion of the trial which ever is earlier. Subject to these directions the order already passed is confirmed and the civil revision is dismissed.