

Sadda Ram Vs Kulyinder Kajal**CR No. 3321 of 2013 (O and M)**

Court: High Court Of Punjab And Haryana At Chandigarh**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.