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Darshan Singh Vs Bhagat Devi Dass Hira Dass Charitable Trust

Civil Revision No. 3239 of 1982

Court: High Court Of Punjab And Haryana At Chandigarh

Date of Decision: Oct. 10, 2001

Acts Referred:
East Punjab Urban Rent Restriction Act, 1949 â€" Section 13, 13(1), 13(2), 15#Punjab Relief of Indebtedness Act, 1934 â€" Section 31

Citation: (2002) 1 CivCC 397 : (2001) 2 RCR(Rent) 582

Hon'ble Judges: R.L. Anand, J

Bench: Single Bench

Advocate: Baldev Raj Mahajan, for the Appellant; A.S. Kalra and Ramesh Kumar, for the Respondent

Final Decision: Allowed

Judgement

R.L. Anand, J.
This is a tenant''s revision and has been directed against the judgment dated 4th September, 1982 passed by the Appellate

Authority, Amritsar who dismissed the appeal of the tenant by affirming the order of ejetment dated 1 Oth October, 1980 passed by the Rent

Controller who ordered the eviction of Shri Darshan Singh petitioner.

2. Some facts can be noticed in the following manner :

3. Bhagat Devi Dass Hira Singh Charitable Trust, situated at Katra Ahluwalia, Amritsar through Shri Brij Mohan the Secretary of the said trust

filed an ejectment application u/s 13 of the East Punjab Urban Rent Restriction Act, 1949 (for short the Act) and it has been alleged by the

landlord that he had field a similar application against the tenant on the ground that he had failed to pay arrears of rent w.e.f. 18.4.1970 to

17.7.1972 i.e. for 27 months at the rate of Rs. 20/- per month and he required the premises fora bona fide purpose for opening a free hospital for

the medical service to the public at large. The arrears were paid along with interest and costs on the first date of hearing but the application was

allowed on other grounds. An appeal preferred against the said order was dismissed. Thereafter.revision was filed by the tenant in the High Court

and the case was remanded to the Rent Controller. According to the landlord, the tenant has not paid the arrears of rent w.e.f. 18.7.1972 to

17.2.1980 i.e. for 91 months at the rate of Rs. 20 per month- it was further pleaded by the landlord that so far other grounds of ejectment are

concerned, he would be bound by the decision of the previous rent application.

4. Notice of the petition was given to the tenant who appeared before the trial Court and tendered the arrears of rent for the period from

18.7.1972 to 31st March, 1973 i.e. for the nine months amounting to Rs. 180/-. He further stated that the rental for the period from 1.4.1973 to

31.12.1979 has been deposited in the Court of Shri P.S. Ahluwalia, Rent Controller, Am- -ritsar. However, the rent for the period 1.1.1980 to

30.4.1980 amounting to Rs. 80, Rs. 160 towards interest and Rs. 30/- as costs totaling Rs. 450/- were tendered on the first date of hearing. The

tenant also took the stand that he had deposited the arrears of rent for the earlier period under the directions of the Hon''ble High Court dated

30.11.1976. His tender was accepted by the landlord under protest, as a result of which the following issues were framed by the learned Rent

Controller :

1. Whether the respondent has made valid tender, if not, its effect ? OPR

2. Relief.

5. On the conclusion of the proceedings, learned Rent Controller came to the conclusion that the tender made by the tenant was short and,

therefore, he is liable to be evicted. The tenant filed an appeal u/s 15 of the said Act before the Appellate Authority, Amritsar who dismissed the

appeal on 4.9.1982. Aggrieved by the judgment of the appellate authority, the present revision.

6. I have heard Shri Baldev Mahajan on behalf of the learned counsel for the petitioner and Shri A.S. Kalra on behalf of the respondent and with

their assistance, have gone through the record of this case.

7. The case sent up by the landlord before the Rent Controller was that the tenant is in arrears of rent w.e.f. 8.7.1972 up to 17.2.1980 i.e. for 91

months at the rate of Rs. 20/- per month. The record of the trial Court shows that the ejectment petition was filed on 11th March, 1980, meaning

thereby that on the date of the filing of the ejectment application the rental for the period from 18th January to 17th February, 1980 was not due.

The rental was due up to 17th January, 1980 i.e. for 90 months at the rate of Rs. 20/-per month, in all Rs. 1800/-. Now it is to be seen as to

whether the tender is valid or not. Learned counsel for the respondent has invited my attention to the challans Annexure R-I to R-11 which show

that prior to 24.12.1979 the tenant had paid the rental for period 82 months amounting to Rs. 1640/-. In these circumstances, the landlord was not

entitled to interest which had already been deposited before filing of the ejectment application which was filed on 11th March, 1980. The landlord

was only entitled to interest for the period from 18th July 1972 to 31st March, 1973 and for 17 days for the month of January, 1980. In fact, the

tenant has paid the rent even up to 30th April, 1980. He also paid interest amounting to Rs. 160/- besides costs of Rs. 307- as assessed by the

Rent Controller. In this manner, the tender made by the tenant was far in excess what was due to the landlord on the first date of hearing. Both the

courts below committed patent error by holding that the tenant is also liable to pay interest in addition to the amount which he had deposited u/s 31

of the Punjab Relief of Indebtedness Act. The interpretation of the Courts below is totally wrong in view of the judgment of the Hon"ble Supreme

Court reported as Mangat Rai and Another Vs. Kidar Nath and Others, where it was held that the deposit made by the tenant u/s 31 of the

Punjab Relief of Indebtedness Act is a deposit under the Punjab Rent Act to the credit of landlord and, therefore, the tenant is entitled to the

protection of proviso to Section 13(2) of the East Punjab Urban Rent Restriction Act. The earlier view of the Punjab and Haryanan H igh Court

was reversed. The moment it is held that the deposit made by the tenant in the Court of Shri P.S. Ahluwalia, Rent Controller, Amritsar for the

period 1.4.1973 to 31.12.1979 is valid, then the entire arrears of rent which was due to the landlord on the date of the filing of the ejectment

application has been validly paid along with interest and costs as assessed by the Rent Controller and the tenant was liable to pay interest only on

the due amount on the first date of hearing which was 12th April, 1980. Both the courts have misinterpreted the provisions of law causing

miscarriage of justice to the petitioner.

8. Resultantly, I allow this petition, set aside the judgments of the Courts below anddismiss the application u/s 13 of the said Act. No order as to

costs.

9. Petiton allowed.