

**(2012) 08 P&H CK 0328**

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

**Case No:** Civil Revision No. 1926 of 1995 (O and M)

Krishan Kumar

APPELLANT

Vs

Daulat Ram

RESPONDENT

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**Date of Decision:** Aug. 14, 2012

**Hon'ble Judges:** K. Kannan, J

**Bench:** Single Bench

**Advocate:** Mani Ram Verma and Ms. Shivani, for the Appellant; C.B. Goel, for the Respondent

**Final Decision:** Dismissed

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**Judgement**

@JUDGMENTTAG-ORDER

K. Kannan, J.

The tenant, who had lost his defence to resist an action for eviction, is the revision petitioner before this Court. The Courts below have concurrently held that the landlord was entitled to obtain eviction on the grounds stated by him. The landlord had approached the Court for eviction on the ground that the tenant had been in default in payment of rent since 01.11.1985. The landlord asserted that the agreed rent was Rs. 150/-, while the tenant contended that the rate of rent was Rs. 100/- per month. The Court found that the tenant's contention as regards the quantum of rent was to be accepted and the grounds urged now before me is that the landlord, who had come to Court with the false case with reference to the quantum of rent, ought not to be favoured with an order of eviction even if the other grounds are established. The tenant also contended that a contradiction existed in the claim of the landlord as regards the alleged default from November 1985 in the petition which he altered at the time of evidence to contend that the rent was due from June 1986 only. If there had been such default from either in the year 1985 or 1986, the fact that the landlord filed a petition only in November 1989 itself betrayed the falsity of his contentions, for, the landlord could not have been expected to be silent of such a long period when the tenant was in default.

2. The landlord's contention regarding the material impairment had been rejected both by the Rent Controller and the appellate Court as being not supported by any proof and I confirm the said finding as well. The case requires consideration only on the alleged non-payment of rent as a ground of eviction.

3. I am prepared to accept the contention of the tenant that the rent was only Rs. 100/- per month and not Rs. 150/- per month. As regards the contention of default in payment of rent as pleaded by the landlord, it was not as if the tenant was contending that he had actually paid the rent during the relevant period. The tenant was, on the other hand, pleading a case of adjustment for the value of goods said to have been purchased by the landlord from the tenant and instead of making the payment, he was seeking to set off his liability against his entitlement to be paid for the value of goods alleged to have been supplied to the landlord. The statement of accounts which the tenant was trying to produce before the Court of certain debit entries were not relied by the courts below, for, it contained no signature of the landlord admitting to such liability. The landlord actually denied having made any purchases from the tenant in the manner contended by the tenant. When there was no rent receipt also produced by the tenant, the Courts held that it had been left with no alternative but to hold that the plea of payment of rent had not been established. The tenant proceeded with his defence at the trial without actually offering to pay the arrears of rent even under protest at the first hearing. The finding of tenant's default in payment of rent without justifiable cause is well rooted in legal reasoning.

4. Before parting with the case, it becomes essential to see whether any of the decisions which the learned counsel for the tenant has cited, have any application for taking a different view from how it has been dealt with by the authorities below. In [Tek Chand Vs. Wadhawa Ram](#) , the Court found that when the landlord was making a false claim as regards quantum of rent by landlord, it also would give rise to a suspicion about bona fide requirements of the premises. The contention regarding the quantum of rent was applied by the judgment to test the bona fides of the landlord's requirements for personal occupation. We do not have the situation here in this case. In [Meher Chand and Another Vs. Tilak Raj Girdhar](#), the Court held that the plea of the landlord that the rent was due since 1968 was not established and it found that the rent was due only from a subsequent period from August 1975. The Court found that the landlord who had not come to Court with clean hands and the case with false plea, cannot have the benefit of the Court's discretion. I would hold this to be a matter of perception and not an inviolable principle of law. While truth at all times would be desirable human quality, a false case that does not go to the root of the matter and which would not be a matter of perjury, ought not to be equated with minor and irrelevant statements being contradicted at the trial. In this case, if the landlord was originally contending that the rent was due from 1985 and in evidence, he was not able to recall the exact period from when the rent fell due. The petition could not have been thrown out

only on this minor contradiction. We have here to grapple with situation of an admitted non-payment of rent. When the tenant was pleading for a case of adjustment, it was not as though the tenant had tendered rent and the landlord was trying to conceal the receipts and coming to Court with false pleas. I will not, therefore, apply the dispensation in Mehar Chand's case (supra). In Jagdish Chander and another v. Mohan Singh- 1989 (2) R.C.R. (Rent) 70 : 1989 (1) CLJ (C, Cr. & Rev.) 665, the Court was commenting about the landlord's conduct in waiting for a period of 3 years from coming to Court for eviction. This again is not a proposition of law but it is a manner of appreciation of evidence in a given set of circumstances. Lok Nath of Abohar v. Khanya Lal and others-1983 HRR 264 is yet another judgment of this Court where inconsistent evidence regarding the period of default was found to be a ground to reject the landlord's plea. I have already held that this is to be examined always in the context of evidence adduced. There could not be a judgment which could be said to be a matter of principle of law that if a landlord does not apply to the Court in a specific period and waits for some length of time, he must be taken as not speaking the truth. In this case, I find that the tenant has been a persistent defaulter. Even before this Court, the landlord had applied to the Court contending that after the tenant obtained an order of stay on 15.05.1995, he has not been regular and he had stopped paying rent at least for 1 = years before a petition was filed by the landlord on 01.12.2007.

5. I find no reason to interfere with the orders passed by the Courts below which have been rendered on pure appreciation of facts. The revision petition is, consequently, dismissed. Time for eviction three months.