
(2014) 02 P&H CK 0099

High Court Of Punjab And Haryana At Chandigarh

Case No: RSA No. 578 of 2014 (O and M)

Central Bank of India

APPELLANT

Vs

Saroop Singh

RESPONDENT

Date of Decision: Feb. 3, 2014

Citation: (2014) 176 PLR 615 : (2014) 2 RCR(Rent) 485

Hon'ble Judges: Rakesh Kumar Jain, J

Bench: Single Bench

Advocate: Rajesh Mahajan, Advocate for the Appellant

Judgement

Rakesh Kumar Jain, J.

The defendant is in appeal against the judgment and decree of both the Courts below whereby suit filed by the plaintiff for possession by way of ejectment from the demised premises has been decreed. In brief, the plaintiff sought eviction of the defendants from the building, having carpet area of 960 sq. ft. bearing Khewat No. 493, Khatauni No. 773, Khasra No. 483 (0-6), situated in the revenue estate of village Lakhewali, Tehsil Sri Muktsar Sahib. A lease deed was executed between the parties on 26.09.2005 and the rate of rent of the demised premises was fixed @ Rs. 3,000/- per month. The lease was executed for 5 years and it was provided therein that in case the lessee wanted to continue with the lease after the 5 years" term is over w.e.f. 01.06.2010, he would at least give 30 days prior notice before 31.05.2010 or earlier, indicating his desire and shall pay the rent as stipulated therein. The lease expired on 01.06.2010 but the defendants did not give one month"s notice in writing prior to the lapse of time of lease deed. Thus, it was alleged that the defendants were in unauthorized possession after the expiry of the lease period for which a legal notice for a period of 15 days was given by the plaintiffs on 18.08.2010 to which the defendants gave a vague reply. After the expiry of the notice period, suit for possession by way of eviction was filed.

2. In the written statement, it is alleged that on 01.06.2010, the rent was increased and was credited to the account of the plaintiff after getting proper sanction from

the Regional Office. It is alleged that the plaintiffs have been regularly operating their account in which the enhanced rent is being credited, therefore, the defendants were continuing as tenants and could not have been dispossessed by terminating the tenancy by serving a notice.

3. The plaintiffs filed replication and on the basis of the pleadings, issues were framed. Both the parties led their oral as well as documentary evidence in support of their case.

4. The Courts below have found that the tenancy had commenced with the execution of the lease deed and was to expire after 5 years. There was a clear stipulation that if the lessee wanted to continue with the lease, he would give at least 30 days prior notice in writing to the lessor of his intention was to continue and since no notice was given, the tenancy was deemed to have been terminated.

5. Learned counsel for the appellant has submitted that since the plaintiffs have been accepting the payment of enhanced rent in their account deposited by the bank, therefore, the tenancy was deemed to have been continued but the learned Courts below, while relying upon the judgment of the Supreme Court in the case of [Shanti Prasad Devi and Another Vs. Shankar Mahto and Others](#), have held that mere acceptance of rent for the subsequent months, in which, the lessee continued to occupy the lease premises cannot be said to be a conduct signifying "assent" to the continuance of the lessee, even after expiry of lease period.

6. No judgment to the contrary has been cited by the counsel for the appellant. In view of the aforesaid discussion, I do not find any question of law much-less substantial involved in the present appeal and hence, the same is hereby dismissed.