

In the High Court of Punjab and Haryana at Chandigarh

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Civil Revision No.6021 of 2011 (O&M)

Date of decision: 15.1.2014

Satish Kumar Vohra and another

.....petitioners

Versus

Kulravinder Raj

.....Respondent

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr.A.K.Chopra, Sr. Advocate with
Mr.Harinder Singh, Advocate,
for the petitioner.

Mr.M.L.Sarin, Sr.Advocate with
Ms.Himani Sarin, Advocate
for the respondent.

SABINA, J.

This petition has been filed by the petitioner challenging the order dated 22.9.2011, passed by the Appellate Authority, whereby, provisional rent was determined by it.

Learned senior counsel for the petitioner has submitted that the rent agreement dated 20.1.2006 was executed between the parties. The same was duly signed by the respondent. As per the said agreement, the rate of rent agreed between the parties was ₹ 30,000/- per month. The Rent Controller had rightly determined the provisional rent relying upon the rent agreement dated 20.1.2006, whereas, the Appellate Authority, without considering the agreement

dated 20.1.2006, had determined the provisional rent @ ₹ 1,200/- per month. The plea taken by the respondent that first two pages of agreement dated 20.1.2006 had been changed by the petitioners was without any basis. The first two pages of the rent agreement were having the signatures of the respondent on its back side. As per the report of the expert of Government Laboratory, the signatures on the back side of the first two pages of the rent agreement were of the respondent.

Learned senior counsel for the respondent, on the other hand, has opposed the petition and has submitted that the Appellate Authority had rightly determined the rate of rent at ₹ 1,200/- per month. In fact, there was no occasion for the respondent to have enhanced the rent from ₹ 1,100/- per month to ₹ 30,000/- per month. Respondent had placed on record various rent receipts with regard to rate of rent.

In the present case, the important document is the rent agreement dated 20.1.2006. The case of the respondent is that first two pages of the said agreement had been changed by the petitioners. However, there is a report of the Government expert on record to the effect that the signatures on the backside of the first two pages of the rent agreement matched with the standard signatures of the respondent. The Appellate Authority has not dealt with the rent agreement, while determining the provisional rent. In these circumstances, it would be just and expedient to set aside the impugned order dated 22.9.2011 and direct the Appellate Authority to pass a fresh order in accordance with law.

Accordingly, this petition is allowed. Impugned order dated 22.9.2011 is set aside. Appellate Authority is directed to pass a fresh order in accordance with law.

**(SABINA)
JUDGE**

January 15, 2014
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