



CR-6490-2025 (O&M)

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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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**CR-6490-2025 (O&M)
Decided on :- 15.09.2025**

Rajesh Kumar

...Petitioner

VERSUS

Om Parkash

...Respondents

CORAM : HON'BLE MS. JUSTICE MANDEEP PANNU

Present: Mr. Sandeep Arora, Advocate for the petitioner.

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MANDEEP PANNU J.

1. The present civil revision petition has been filed by the tenant-petitioner under Article 227 of the Constitution of India challenging the order dated 18.08.2025 passed by the learned Rent Controller, Jalandhar, whereby provisional rent was assessed at ₹4,25,962/- (inclusive of arrears, interest and costs) payable by the tenant.

Brief Facts

2. The case of the landlord before the Rent Controller was that the respondent-tenant took the demised shop on rent vide rent note dated 23.05.2008 at a monthly rent of ₹3,200/- with stipulation that the rent would be enhanced at the rate of 5% every year. The tenancy continued without interruption. Subsequently, a fresh rent note was executed on 01.04.2021 for a monthly rent of ₹6,000/-, effective for a period of 11 months, with a condition that the tenant



would enhance the rent by 10% after expiry of each 11-month term. The landlord pleaded that though the tenant continued in possession, he had not complied with the stipulation of 10% annual increase and had been paying rent by enhancing it only at the rate of 5%. The landlord further claimed that arrears had accumulated since 2008 and sought assessment of provisional rent accordingly.

3. On the other hand, the tenant contended before the Rent Controller that there were no arrears of rent, that he had been regularly depositing rent, and even produced copy of cheque dated 15.02.2023 and statement of account to show consistent payment. It was his plea that assessment of arrears since 2008 was wholly misconceived and the petition for arrears was not maintainable.

Observations of the Rent Controller

4. The Rent Controller, after considering rival submissions, held that though the petitioner-landlord had claimed arrears from 2008, the same could not be taken into account for assessment of provisional rent because (i) had arrears not been cleared, landlord would not have executed fresh rent note on 01.04.2021; and (ii) landlord never took action for recovery of arrears from 2008 onwards. Accordingly, arrears prior to 01.04.2021 were excluded.

5. However, taking into account the fresh rent note dated 01.04.2021 at ₹6,000/- per month with agreed 10% annual enhancement, the Rent Controller provisionally assessed rent payable from 01.04.2021 onwards at enhanced rates of ₹6,300/-, ₹6,615/-, ₹6,945/-, ₹7,639/- and ₹8,402/- at different periods up to August 2025. On this basis, total rent payable was calculated at ₹3,73,534/-, with further addition of ₹50,428/- as interest and ₹2,000/- as costs, totaling ₹4,25,962/-.



6. Challenging the impugned order, learned counsel for the petitioner-tenant argued that the Rent Controller erred in assessing provisional rent at such enhanced figures without appreciating that the tenant had regularly paid rent and no arrears existed. The enhancement clause was never acted upon strictly and the tenant had been paying rent as per mutual understanding at 5% increase. The assessment is excessive, arbitrary and liable to be set aside.

Findings

7. I have heard learned counsel for the petitioner and gone through the record. The scope of interference by this Court in revisional jurisdiction under Article 227 is extremely limited. Unless the order of the Rent Controller suffers from patent illegality or material irregularity, this Court would not re-appreciate facts or substitute its own assessment.

8. In the present case, the Rent Controller has carefully considered the pleadings and has rightly discarded the claim of arrears from 2008 onwards. The assessment has been made only from 01.04.2021, the date of fresh rent note admittedly executed by the tenant, on the agreed rent of ₹6,000/- with 10% annual increase. The tenant himself admits execution of the fresh rent note. Once such contractual stipulation existed, the Rent Controller was fully justified in calculating provisional rent on that basis.

9. The tenant's plea that he had been paying rent at 5% increase cannot override the written agreement executed on 01.04.2021. Further, provisional assessment at this stage is only tentative and does not finally decide rights of the parties, which remain open to be adjudicated at trial. In this background, the Rent Controller's order cannot be termed illegal, perverse, or without jurisdiction.

**Conclusion**

10. Accordingly, I find no ground to interfere. The civil revision petition is dismissed. However, petitioner is at liberty to take these pleas at appropriate stage. The impugned order dated 18.08.2025 passed by the learned Rent Controller, Jalandhar is upheld.

11. Pending application(s), if any, also stand disposed of.

September 15, 2025
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(MANDEEP PANNU)
JUDGE

Whether speaking/non-speaking : Speaking
Whether reportable : Yes/No