



**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**  
**123** **RSA-986-2025(O&M)**  
**Date of decision: 28.03.2025**

**British Academy through its Proprietor & Another**

**...Appellant(s)**

**Vs.**

**M/s Devkusha Buildcon Pvt. Ltd.**

**...Respondent(s)**

**CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Kanwal Goyal, Advocate  
for the appellants.

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**NIDHI GUPTA, J.**

The defendants are in second appeal against the concurrent judgments and decrees of the learned Courts below whereby the suit filed by the respondent/plaintiff for recovery of Rs.65,76,987/- has been partly decreed by both the Courts below for an amount of Rs.26 lakh.

2. Brief facts of the case are that the plaintiff Company is the owner and landlord of the suit premises as described in the plaint. The suit premises were taken on lease by the appellants/defendants by way of registered Lease Deed dated 20.10.2003 at the rate of Rs.39,000/- per month with further increase of rent @ 7% per annum and other conditions as stipulated therein. Subsequently, mutually agreed rate of rent between the parties was enhanced to Rs.66,457/-. It was the case of the plaintiff that the appellants paid the said rent up to 31.12.2009 whereafter they stopped paying the rent. The plaintiff had filed Rent Petition in which provisional assessment of rent was made at the rate of Rs.66,457/- per month till



31.03.2012, which was accepted by the plaintiff under protest. Subsequently, as the defendant failed to pay the arrears of rent as also service tax along with interest and electricity charges, etc. the plaintiff had filed present suit for recovery of Rs.65,76,987/-. The said suit was partly decreed by the learned trial Court vide judgment and decree dated 29.11.2018, *"...with costs for recovery of Rs.26,47,983/-. Further, plaintiff is also entitled to recover the interest on the said amount at the rate of 6% per annum from the date of filing of the suit till the realization of decretal amount..."*. The appeal filed by the defendants was dismissed by the learned Additional District Judge, Chandigarh vide judgment and decree dated 18.02.2025. Hence, present second appeal.

3. It is submitted by learned counsel for the defendants that no ground was made out for the plaintiff to file the suit as it was the clear pleaded case of the appellant that there were no arrears of rent or arrears of any other sundry charges. The premises had been vacated by the defendant on 15.04.2005. On the very next day i.e. 16.04.2005, the first Rent Petition was withdrawn by the respondent. Subsequently, after due deliberations between the parties, all disputes were settled and all dues pending regarding the tenanted premises were finally settled after which the respondent also withdrew another Civil Suit filed by him for permanent injunction on 13.10.2015. As such, all accounts stood settled between the parties. It is submitted by learned counsel for the appellants that this fact



has been admitted by the authorised representative of the plaintiff Company/PW1 during his evidence that “...It is correct that the Settlement of Accounts had taken place after the withdrawal of the Rent Petition Ex. P-9 and before the withdrawal of Suit Ex. DA...”. It is contended that from the above, it is clear that a settlement had taken place between the plaintiff Company and the defendants. It is contended that admission is the best evidence and therefore, recovery of Rs.26 lakh could not have been directed against the appellant in view of the admission of PW1 that all accounts stood settled between the parties.

4. No other argument is made on behalf of the appellants.

5. I have heard learned counsel for the appellants and perused the case file in great detail.

6. I find no merit in the sole argument made on behalf of the appellants/defendants. A perusal of the evidence of PW1 Rajesh Raina the authorised representative of the plaintiff Company appended with the present appeal as Annexure A1 shows that PW1 has stated in his cross-examination as follows: -

*“...It is incorrect to suggest that all the accounts with the Defendants were settled including the issue regarding the payment of due Rent due to which no right was reserved for recovery of Rent vide Ex. DA. **It is correct that the Settlement of Accounts had taken place after the withdrawal of the Rent Petition Ex. P-9 and before the withdrawal of Suit Ex. DA.** It is incorrect to suggest that the Plaintiff has no right to recover*



*any Rent from the Defendants in view of Settlement of Accounts mentioned above.”*

7. Clearly, the argument of the appellants is based on a piecemeal reading of the deposition of PW1. Learned Counsel for the appellants is unable to dispute or deny the above said fact.

8. In view of the above, present appeal is **dismissed**.

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

**28.03.2025**

Sunena

**(Nidhi Gupta)**

**Judge**

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No