

2025:PHHC:025395



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

CR-1201-2024 (O&M)

Date of Decision: February 20, 2025

Surinder Pal Singh

...Petitioner

Versus

Vijay Kumar and another

...Respondents

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Namit Gautam, Advocate
for the petitioner.

Mr.Bhrigu Dutt Sharma, Advocate
for the respondents.

ARCHANA PURI, J.

The petitioner has invoked the jurisdiction of this Court under Article 227 of the Constitution of India, thereby, for setting aside of the order dated 19.04.2023 (Annexure P-9) passed by learned Rent Controller, whereby, an application filed by respondent No.1 under Order 6 Rule 17 and Section 151 CPC, for seeking amendment of the ejectment petition, was allowed and the order passed by learned Rent Controller stood affirmed by learned Appellate Authority.

The facts germane, to be noticed, are as follows:-

That, initially, respondent No.1-landlord had filed ejectment petition under Section 13 of the East Punjab Urban Rent Restriction Act, for seeking

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ejection of the petitioner from the shop, as detailed in the headnote of the petition. However, the same was dismissed in default and thereafter, a petition under Section 24 of The Punjab Rent Act, 1995, was filed by respondent-Vijay Kumar to recover the immediate possession of the shop, as detailed therein. It was asserted in the aforesaid petition that property was earlier owned by father of respondent-Vijay Kumar, who executed Tabdeel-Malkiat, in favour of the respondent-Vijay Kumar (petitioner therein) and the petitioner-Surinder Pal Singh and proforma respondent-Madan Mohan (respondents therein) were the tenants, on rent of @ Rs.600/- per month. The rent deed was executed, in the name of father of respondent No.1. During his lifetime, father of respondent No.1 had executed Tabdeel-Malkiat, in the name of respondent No.1 on 07.09.2016, which was duly registered on 05.10.2016.

By virtue of Tabdeel-Malkiat, respondent No.-Vijay Kumar is landlord, whereas, the property was given on rent to petitioner-Surinder Pal Singh and further proforma respondent-Madan Mohan, took part of the premises from the petitioner and therefore, he was impleaded as party and admitted as tenant.

During the pendency of the said petition, an application for seeking amendment of the ejection petition was filed, wherein, it was asserted that due to typographical omission/mistake, respondent No.1 could not mention in paragraph No.3(i) of the petition that he is to settled in India **permanently** and on this account, respondent No.1 intended to add word 'permanently' after the word 'India', at page No.3 line No.12.

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In this regard, it is pertinent to mention that in the impugned order, learned Rent Controller had reproduced the assertion made in paragraph No.3(1) of the petition in verbatim. From the close perusal of the same and the proposed amendment now sought, it is evident that it is only the word 'permanently', which is proposed to be added, in the assertion made, with regard to the wording that respondent No.1 is to settle in India.

In reply, petitioner-Surinder Pal Singh (tenant) resisted the claim for amendment. He disputed the maintainability of the application, particularly, when the application for grant of leave to contest, is pending for disposal. It is submitted that he could not seek this amendment, at this stage.

After hearing counsel for the parties, vide impugned order, requisite amendment was allowed by learned Rent Controller.

Being aggrieved, the present revision petition has been filed by the petitioner-tenant.

Learned counsel for the parties heard.

Close perusal of the pleadings of the parties, which are coming forth in the paper book, it is evident that primarily, the landlord wanted the word 'permanently' to be mentioned in the petition for eviction, as he claimed that it was due to typographical error that the same was not mentioned with the wording 'that the petitioner is to settle in India'.

Though, it is stated that addition now required to be made, is an afterthought, but however, in this regard, reference is appropriately made to paragraph No.3(i) of the petition under Punjab Rent Act, wherein, the

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landlord had actually made mention of his intention that he wants to settle in India. The essential verbatim portion is reproduced, as herein given:-

“xxxx. The petitioner went to Canada in the year 2007. The wife of the petitioner is in India, the petitioner needs the premises as he is to settle in India and he has decided to come back to India and stay in India.”

Suffice to consider the tone and tenor of the wording, so used and therein only, the landlord wants to state that he is to settle in India ‘permanently’. Thus, the omission of word ‘permanently’, is only the proposed amendment, which is clarificatory in nature and it would not change the nature of the controversy between the parties.

Considering the amendment to be of clarificatory nature, which would enable the Court below to further pin-pointedly consider the dispute and would also aid in rendering a more satisfactory decision, without changing the nature of the rent petition, therefore, learned Court below had correctly allowed the application for seeking amendment, which stood affirmed by the Appellate Authority.

Hence, the present revision petition sans merit and the same is hereby dismissed.

February 20, 2025
Vgulati

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No