

2025:PHHC:057251



CR-1980-2021 (O&M)

[279] IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR-1980-2021 (O&M)
Date of Decision : 01.05.2025

Ramesh Kumar and another ...Petitioners

versus

Kaushal Rani alias Kaushalya DeviRespondent

Coram : **HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Aakash Singla, Advocate
for the petitioners.

PANKAJ JAIN, J. (ORAL)

CM-8834-CII-2021

[1] This is an application filed under Section 5 of the Limitation Act for condonation of delay of 347 days in filing the present petition.

[2] For the reasons recorded in the application, this Court is satisfied that the petitioners have made sufficient cause for condonation of delay of 347 days in filing of the petition.

[3] Application stands **allowed** and delay of 347 days in filing of the petition is condoned.

CR-1980-2021 (O&M)

[4] Tenant(s) is in revision, aggrieved of judgments passed by the Rent Controller, Fazilka as well as the Appellate Authority, Fazilka, whereby rate of rent payable by the tenant has been assessed @ Rs.3,000/-. In order to prove rate of rent, landlord produced rent note dated 09.09.2004 (Exhibit A-1). The same is not denied, however, the plea of the tenant was



CR-1980-2021 (O&M)

that even though the rent note mentioned the rate of rent @ Rs.3000/- but in fact, the actual rate was fixed @ Rs.1500/-. In order to prove the same, tenant relies upon admission made by the landlady *qua* adjoining shop, which was rent out in the year 2014 vide rent note dated 25.06.2014. Though, the rent note mentioned rate of rent as Rs.6000/- per month but the landlady is stated to have admitted that she was receiving rent of Rs.3000/- per month. Apart from the aforesaid evidence with respect to the adjoining shop, Mr. Singla, counsel for the petitioners submits that monetary transactions with respect to payment of Rs.1500/- were produced on record as Exhibit R-6 to Exhibit R-11, whereby rent of Rs.1500/- was paid by the tenant to the husband of the landlord. He submits that the landlady was specifically confronted with the aforesaid cheques. She however denied that the same was payment of rent. At the same time, she categorically stated that it is her husband, who can explain the same. Mr. Singla, counsel for the petitioners submits that it was for the landlady to examine her husband and to show as to for what purpose the aforesaid transactions were affected.

[5] I have heard counsel for the petitioners and have carefully gone through records of the case.

[6] In the considered opinion of this Court, the Courts below have rightly relied upon Section 91 of the Indian Evidence Act to hold that in the presence of the rent note, which was admittedly executed between the parties, the ocular evidence adduced by the tenant-petitioner cannot be looked into.

[7] In the considered opinion of this Court, the rent note with respect to adjoining shop also shows that the rate of rent in the vicinity was Rs.3000/- per month. The plea with respect to non-examination of husband

2025:PHHC:057251



CR-1980-2021 (O&M)

of the landlady also cannot be held against her. It is the tenant, who relied upon the cheques drawn in favour of the husband of the landlady. Onus was upon the tenant to prove the nature of such transactions. Apparently, there was no occasion for tenant to pay rent to husband of landlady when the rent note was not executed in favour of the tenant by the husband, but by landlady. In view thereof, this Court finds that both the authorities under the Rent Act have rightly held that the rate of rent *qua* the shop, in question, was Rs.3000/- per month relying upon the rent note.

[8] Finding no merits in the present revision petition, the same is ordered to be **dismissed**.

[9] All pending miscellaneous application(s), if any, stands *disposed off*.

(PANKAJ JAIN)
JUDGE

01.05.2025

'R. Sharma'

Whether speaking/ reasoned : Yes/No
Whether reportable : Yes/No