



IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

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CR-8174-2018

Date of Decision.:27.08.2025

Sant Sampuran Singh Ji Istri Satsang Trust

Petitioner

Vs.

M/S P.N. Cloth House Amritsar

Respondent

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Present: Mr. Anil Chawla, Advocate
for the petitioner.

DEEPAK GUPTA, J. (ORAL)

Petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 filed by the landlord (*petitioner herein*), on the ground of non-payment of rent was rejected by learned Rent Controller, Amritsar on 19.09.2016. Said order has been upheld by the Appellate Authority on 12.04.2018, thus dismissing the appeal of the petitioner- landlord.

2. Assailing the aforesaid concurrent findings, it is contended by learned counsel that although the respondent was inducted as a tenant on the monthly rent of ₹1,500/- per month and the said tenancy was oral accompanied by delivery of possession but later on a rent note was executed on 14.05.1999 and it was agreed that rent of the demised premises shall increase @ 10% of the rental value after every five years. It is contended that at the time of filing the petition rate of rent was ₹2,195/- per month.

3. Learned Rent Controller has assessed the provisional rent @ ₹1,500/- per month. It is not disputed by learned counsel that the provisionally assessed arrears of rent along with interest and cost were paid by the tenant.

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4. The only contention raised by learned counsel is that rent at the enhanced rate as referred in the rent note dated 14.05.1999 was not paid.

5. The findings of the learned Rent Controller as well as the Appellate Authority would reveal that original rent note dated 14.05.1999 Mark 'A' was not produced. The permission to prove the same by way of secondary evidence was not obtained. Cogent evidence was not produced so as to prove the same and thus the said rent note relied by the petitioner herein remained unproved.

6. In view of the aforesaid facts and circumstances, when the rent note relied by petitioner which is the whole basis for claiming the enhanced rent, is not proved, the Courts below did not commit any error in dismissing the petition inasmuch as all the arrears of rent agreed between the parties had been paid by the respondent.

No merits. Dismissed.

**(DEEPAK GUPTA)
JUDGE**

August 27, 2025

Neetika Tuteja

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No