

**IN THE HIGH OF PUNJAB AND HARYANA AT CHANDIGARH****CR No.6131 of 2025****Date of Decision: September 05, 2025****Subhash Chander****. . . . Petitioner**

Vs.

**Ritu Sharma and another****. . . . RESPONDENTS****CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA****Present:-** Mr. Mandeep Singh Sachdev, Advocate for the petitioner**DEEPAK GUPTA, J.**

The present petition under Article 227 of the Constitution of India has been filed by the tenant-petitioner assailing the order dated 17.07.2025 (*Annexure P-1*) passed by the learned Rent Controller, Jalandhar. By the impugned order, the application filed by the petitioner under Order VI Rule 17 CPC read with Section 151 CPC seeking amendment of the written statement was partly allowed—restricted only to elaborating the plea regarding personal necessity. However, the amendment sought to dispute the existence of the rent agreement dated 16.03.2022 and the agreed rate of rent was declined. The petitioner prays for complete allowance of the amendment.

2. The landlords-respondents filed a petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 seeking ejectment of the petitioner-tenant on the grounds of (i) non-payment of rent and (ii) personal necessity. In para 2 of the ejectment petition, the landlords specifically pleaded that the shop was originally let out in 1995, and subsequently, a fresh rent agreement was executed on 16.03.2022, whereby the rent was fixed at ₹2,500/- per month, payable in advance by the 7th of each month.

3. The tenant, in the corresponding para of the written statement, replied that "*para No. 2 of the petition is a matter of record. Rest of the para is wrong, incorrect and vehemently denied.*" No categorical denial of the rent agreement dated 16.03.2022 was made at that stage.

4. Subsequently, the tenant moved an application dated 07.10.2024 under Order VI Rule 17 CPC seeking to amend the written statement so as to plead that:

- the tenancy was oral,
- the rate of rent was only ₹800/- per month,
- no written agreement was executed between the parties, and
- provisional rent assessed by the Rent Controller @ ₹800/- per month was being deposited under protest.

Further, certain additional pleas were sought to be introduced regarding the absence of bona fide requirement.

5. Ld. Rent Controller, while considering the application, observed that the amendment denying the rent agreement and rate of rent would amount to withdrawal of an admission already made in the written statement, which is impermissible. However, the tenant was permitted to amend the written statement insofar as elaboration of grounds against personal necessity was concerned. Thus, the application was partly allowed and partly rejected.

6. Assailing the above order, learned counsel for the petitioner argued that:

- there was no explicit admission in the written statement regarding execution of the rent agreement dated 16.03.2022, and the Rent Controller erred in treating it as such;
- even an admission, if any, can be explained by way of amendment; and
- amendments to pleadings should generally be allowed at any stage to advance the cause of justice.

7. This Court has carefully examined the submissions and the pleadings on record.

8. It is settled law that amendment of pleadings should ordinarily be permitted if it helps in determining the real controversy between the parties. However, where the amendment seeks to withdraw a clear admission already made, such amendment is not permissible, unless justified by exceptional circumstances.

9. In the present case, the landlords had categorically pleaded existence of the rent agreement dated 16.03.2022 and fixation of rent at ₹2,500/- per month. The tenant's reply that "para No. 2 of the petition is a matter of record" cannot be read as anything other than acceptance of the existence of the rent agreement. The bald denial of "rest of the para" without specifying which part was denied, cannot override the implied admission.

10. Once the tenant has treated the pleading regarding execution of the rent agreement as a matter of record, he cannot, at a later stage, be permitted to take a diametrically opposite stand by asserting that no agreement was executed and that the rent was only ₹800/-. Such an amendment would amount to retracting from an admission and substituting with an entirely inconsistent plea, which is barred in law.

11. Further, the supervisory jurisdiction of this Court under Article 227 is to ensure that the subordinate Courts act within their jurisdiction and in accordance with law. Unless there is patent perversity or jurisdictional error, this Court does not interfere with the interlocutory orders of the Rent Controller. The impugned order reflects a correct appreciation of law and facts, and therefore, no ground for interference is made out.

12. In view of the above discussion, this Court is of the considered opinion that the Rent Controller has rightly declined the amendment insofar as it sought to deny the rent agreement and agreed rent, while allowing elaboration of the plea regarding personal necessity. No illegality, perversity, or jurisdictional error is made out warranting interference under Article 227 of the Constitution of India.

13. Accordingly, the present petition is devoid of merit and is hereby dismissed.

**September 05, 2025**

*Sarita*

**(DEEPAK GUPTA)**

**JUDGE**

Whether speaking/reasoned?	Yes/No
Whether reportable?	Yes/No