



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

**Civil Revision No. 5257 of 2023 (O&M)
Date of Decision: 13.10.2025**

Neeru Khullar and another

..... Petitioners

Versus

Rekha Jhanji Brar

..... Respondent

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr. Viren Jain, Advocate
for the petitioners-tenants

Mr. Aayush Gupta, Advocate and
Mr. Abhishek Chaudhary, Advocate
for the respondent-landlady.

HARKESH MANUJA, J. (ORAL)

The petitioners-tenants, by way of present revision petition, seek setting aside of an order dated 19.07.2023 (Annexure P-7) passed by the Court of learned Rent Controller, Ludhiana, whereby an application under Order 6 Rule 17 of the Code of Civil Procedure, 1908 (**for brevity “CPC”**) preferred at the instance of respondent-landlady with a prayer for amendment of eviction petition, was allowed.

[2] Briefly stating, an eviction petition invoking Section 13 of The East Punjab Urban Rent Restriction Act, 1949 (**for short “1949 Act”**) came to be preferred at the instance of respondent-landlady against the petitioners-tenant *qua* property No. B-XIX-601, Malerkotla House, Cemetery Road, Ludhiana on the ground of non-payment of rent. Relevant para-2 from the eviction petition dated 07.11.2017 is extracted hereunder:-

“2. That the petitioner had let out the property as detailed in the head note of the petition along with the, furniture including one Dining table with 10 chairs, one double, bed, one office table with 8 chairs, one desk, one shetty set, three wooden raks and a dressing table to the respondents on a monthly rent of Rs.38,000/-.The respondents were to pay an additional sum of Rs.10,000/- for the use of three furniture as detailed above and also two air conditions, 19 ceiling fans, one geyser, three exhaust fans, two wall Ifans fans. Therefore, the total rent to be paid by the respondent is Rs.48,000/- besides electricity charges, water and sewerage charges and also property tax and other day to day repairs and maintenance of the property in question is to be borne out by the respondents on 1.8.2015. The terms and conditions of tenancy was reduced into, writing vide writing dated 26.8.2015 executed by the respondents. The petitioner vide its kabuliyat dated 26.8.2015 accepted the said terms and conditions of the tenancy. Hence there exists a relationship of landlord and tenant between the parties. The petitioner has locus standi to file the present petition.”

[3] Upon appearance, the petitioners-tenants moved an application under Order 7 Rule 11 CPC with a prayer for rejection of the eviction petition on the ground that as per the pleadings therein, it was averred that the tenancy was dated 01.08.2015 and therefore, the eviction petition under the provisions of the 1949 Act was not maintainable as with effect from 30.11.2013, the Punjab Rent Act, 1995 (**hereinafter referred to as “1995 Act”**) had come into existence and thus, the eviction petition against the tenants was required to be preferred under the provisions of the 1995 Act. While the application under Order 7 Rule 11 CPC, preferred at the instance of petitioners, was under consideration before the learned Rent Controller, an application under Order 6 Rule 17 CPC with a prayer for

seeking permission to amend the eviction petition came to be filed at the instance of respondent-landlady; and in the said application, the amendment sought for was to the following effect:-

“ Initially, the property in dispute along with furniture and fixture had been given on rent to the respondent on 01.10.2013 vide oral agreement with possession and the tenancy was to start with from effect 01.10.2023. Memorandum of terms of oral agreement of tenancy was reduced into writing on 08.11.2013. Thereafter, the tenancy was continued and only the rent was enhanced from time to time. Thus, the tenancy has started with effect from 01.10.2013. Copy of memorandum is attached herewith.”

[4] The aforesaid application preferred by the respondent-landlady was opposed at the instance of petitioners-tenants, however, the learned Rent Controller vide its order dated 19.07.2023 allowed the prayer made therein, thereby permitted her to amend the eviction petition.

[5] Impugning the aforesaid order dated 19.07.2023, learned counsel for the petitioners submits that by permitting the amendment of eviction petition preferred at the instance of respondent-landlady and, allowing her to plead the commencement of tenancy w.e.f. 08.11.2013; it has gone on to change the entire cause of action. He further submits that the amendment sought for was in direct conflict with the pleadings already made in the eviction petition, wherein it was stated that the tenancy *qua* the demised premises commenced w.e.f. 01.08.2015. He also points out that a fresh document dated 26.08.2015 was executed between the parties and any tenancy, if at all existing prior in time stood terminated and the present was thus a case of fresh tenancy, which commenced only in August 2015 and as

such, no permission to amend the eviction petition was to be granted in favour of respondent. Learned counsel thus prays that the impugned order is liable to be set aside.

[6] On the other hand, learned counsel for the respondent-landlady submits that the eviction petition preferred at the instance of respondent was at the initial stage as even no written statement was filed at the instance of petitioners-tenants by the time the application seeking amendment of the eviction petition was filed. He also points out that the amendment sought for by the respondent-landlady so as to include the factum of commencement of tenancy in November 2013 was merely clarificatory and supplemental in nature as there was no factual conflict being raised by the respondent-landlady while seeking amendment of the eviction petition. He thus submits that the impugned order calls no interference.

[7] After hearing learned counsel for the parties and have gone through the paper-book, I am unable to find substance in the submission(s) made on behalf of the petitioners.

[8] A perusal of the record shows that the amendment sought for by the respondent-landlady is merely to incorporate that the tenancy between the parties commenced on 01.10.2013 followed by writing dated 08.11.2013 with increase in rent from time to time. The aforesaid contention is based upon Memorandum of Agreement dated 08.11.2013 which has been produced on record and is apparently signed by both the sides. In such circumstances, rather than adjudicating upon the merits of the contention raised on behalf of the respondent-landlady as regards the commencement of

tenancy w.e.f. 01.10.2013, it would be appropriate that the parties are put to trial in this regard before the learned Rent Controller. As even a prima facie determination at this stage without affording opportunity to the parties to prove their case would be premature and, therefore, cause prejudice to either of the sides.

In the considered opinion of this Court, the amendment sought for is not going to change the nature of the eviction petition which primarily relates to the eviction of the petitioners-tenants from the demised premises. Moreover, the application for amendment was filed before the learned Rent Controller at the very initial stage and in fact before the filing of written statement by the petitioners even. In such circumstances, no jurisdictional error can be found with the impugned order passed by the learned Rent Controller.

[9] Consequently, finding no merit in the present revision petition, the same is hereby **dismissed**.

[10] Pending miscellaneous application(s), if any, shall also stand disposed off.

October 13, 2025

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(HARKESH MANUJA)
JUDGE

<i>Whether Speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>