



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

218

**RSA-3289-2010 (O&M)
Date of decision : 03.04.2025**

Harish Thapar

.... Appellant

versus

Harcharan Singh

..... Respondent

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Sanjay Tangri, Advocate
for the appellant.

Mr. Ravinder Gill, Advocate
for Mr. Vikas Bali, Advocate
for the respondent.

PANKAJ JAIN, J. (ORAL)

1. Plaintiff is in second appeal. For convenience, parties hereinafter are referred to by their original position in the suit i.e. the appellant as plaintiff and respondent as defendant.
2. Plaintiff filed suit seeking recovery of amount of Rs.40,000/- as damages and for recovery of future interest @ 18% per annum compounded half years. Plaintiff also sought decree for mandatory injunction directing defendant to restore the possession of the demised premises. As per plaintiff, he was inducted as tenant in the demised premises comprising of first floor of House No.239, Sector 35-A, Chandigarh on 01.11.2003 by defendant. Written rent agreement was executed between plaintiff and defendant in this regard on 08.01.2004. As per plaintiff, defendant vide letter dated 18.02.2006 misrepresented



to the plaintiff that he required the premises for occupation of his family. Plaintiff claimed that the defendant made promise to the plaintiff, if the property is not occupied by his son and family, the same would be offered to the plaintiff for re-occupation. Plaintiff claims that believing defendant, he vacated the premises on 31.03.2006 and handed over vacant possession to the defendant. Defendant published advertisement in the Tribune on 16.04.2006 offering the premises for fresh tenancy without offering the same to the plaintiff as promised. Plaintiff claims that he is suffering loss of Rs.3200/- per month and also sought amount of Rs.4500/- which he had to incur as expenditure on shifting of his luggage. Both the Courts below have dismissed the suit filed by the plaintiff. The entire case of the plaintiff is based upon communication dated 18.02.2006 which reads as under:-

“My dear Mr. Harish Thapar

This is to confirm my request to you to vacate the rented portion of house to you by end March 2006 as it is required by my son and his family for their own use and occupation as he will be shifting to Chandigarh as soon as the house is vacated.

As desired by you I wish to confirm that the house is mainly and only required for the reasons detailed above and if the house is not so required for use by my son it will be offered to you at the first instance.

Yours sincerely
sd/-
Harcharan Singh”

3. Counsel for the appellant is not in a position to dispute that the plaintiff never responded to the aforesaid communication by the



defendant accepting the offer to the effect that he was vacating the premises after accepting the aforesaid offer.

4. In view of above, this Court finds that both the Courts below have rightly non-suited the plaintiff and have dismissed the present suit.

5. Finding no merits in the present appeal, the same is ordered to be dismissed.

6. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(PANKAJ JAIN)
JUDGE

03.04.2025
Dinesh

Whether speaking/reasoned

Yes

Whether Reportable :

No