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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-18366-2025 (O/M)
Date of decision : 22.07.2025

Surajmal and others

..... Petitioners

Versus

Commissioner, Rohtak Division, Rohtak and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE HARSH BUNGER

Present :- Mr. Sushil Sheoran, Advocate
for the petitioners.

Ms. Upasana Dhawan, AAG Haryana.

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HARSH BUNGER, J. (ORAL)

1. Prayer in the instant civil writ petition filed under Articles 226/227 of Constitution of India, inter alia, is for issuance of a writ in the nature of certiorari for setting aside the order dated 17.09.2024 (Annexure P-5), passed by Commissioner, Rohtak Division, Rohtak (in short 'Divisional Commissioner'), whereby the petitioners have been evicted from the land in question.

2. Briefly, petitioners claim to be tenants on land measuring 16 Kanal – 0 Marla, comprised in Khasra No. 12//9, 12, situated in village Sumda Khera, District Bhiwani, on the basis of 1/3rd crop sharing (batai).

Concededly, the aforesaid land in question is in the ownership of respondents No. 4 to 10 herein.

2.1 Respondents No. 4 to 10 herein filed an application under Section 14-A (i) of the Punjab Security of Land Tenures Act, 1953 (in short '1953 Act'), claiming 1/3rd crop sharing (batai) for crops Kharif 2011 upto Rabi 2014, which was calculated as Rs. 46,170/-. The aforesaid application was filed in Form 'L' (Annexure P-1) under 1953 Act, wherein the ejectment was sought on the following grounds :-

- “1. The tenant has failed to pay rent regularly without sufficient cause. Details of non-compliance of section 9(1) of the Act.*
- 2. Any rent was due towards tenant at the initial stage of 1953 Act.*
- 3. That land which is situated in the area, the tenant had not used the same as per the locality.*
- 4. Whether the tenant is using the land as per his own cultivation and the land is not used as per his cultivation and using the same. Specific note with detail be given.*
- 5. On the application given by me before the Assistant Collector to fill-up the (Agreement) Kabuliyat for lease but despite his summoning the tenant refused to execute the (Agreement) Kabuliyat for lease. Specific note with detail.”*

2.2 In the aforesaid application filed by respondents No. 4 to 10 herein, the petitioners were summoned and they submitted their reply. It is noticeable that copy of reply filed on behalf of petitioners is not attached with the instant writ petition.

2.3 It transpires that learned Assistant Collector 1st Grade, Bhiwani (in short 'Assistant Collector'), vide order dated 21.09.2021

(Annexure P-2), had directed the petitioners herein to deposit a sum of Rs. 46,170/- (as claimed by respondents No. 4 to 10 herein-land owners); however, without interest, within 30 days.

2.4 The petitioners herein are stated to have paid the said amount of Rs. 46,170/- on 14.10.2021.

2.5 Feeling aggrieved against the order dated 21.09.2021 (Annexure P-2), passed by Assistant Collector concerned, respondents No. 4 to 10 herein preferred an appeal before Collector, Bhiwani (in short 'Collector'), however, same was dismissed, vide order dated 12.10.2023 (Annexure P-4).

2.6 Still aggrieved, respondents No. 4 to 10 herein preferred a revision petition under Section 24 of 1953 Act, which came to be allowed by learned Divisional Commissioner, vide order dated 17.09.2024 (Annexure P-5) and the petitioners were ordered to be evicted by holding that the petitioners had failed to pay the rent regularly without any sufficient cause.

3. In the aforementioned circumstances, the petitioners have filed the instant civil writ petition before this Court, for the relief(s), as noticed hereinabove.

4. Learned counsel for petitioners submitted that the petitioners herein had been paying the rent regularly and though the amount claimed by respondents No.4 to 10 was arbitrary and not due, even then the claimed amount of Rs.46,170/- has been duly paid by petitioners herein, as directed vide order dated 21.09.2021 (Annexure P-2), passed by Assistant Collector concerned, while exercising his powers under proviso to Section 14-A (i) of 1953 Act; therefore, they cannot be evicted.

Reliance is placed upon ***Kesar Singh v. Financial Commissioner, Haryana, 2014(4) RCR (Civil) 718; Yaga Ram v. Financial Commissioner and Principal Secretary, 2010(59) RCR (Civil) 213*** and ***Smt. Shanti Devi v. Amar Singh, 2008(1) RCR (Civil) 476***. With the aforementioned submissions, it is prayed that impugned order dated 17.09.2024 (Annexure P-5), passed by learned Divisional Commissioner, be set aside.

5. Heard.

6. Here it would be apposite to refer to Section 9(ii) and Section 14-A (i) of the 1953 Act (as applicable to Haryana), which read as under:-

"Liability of tenant to be ejected.- (1) Notwithstanding in any other law for the time being in force, no land-owner other than a land owner who is a member of the Armed Forces of the Union or a non-resident Indian, shall be competent to eject a tenant except when such tenant-

(i) xxx xxx xxx xxx

(ii) fails to pay rent regularly without sufficient cause;"

14-A. Procedure for ejectment and recovery of arrears of rents etc.- Notwithstanding anything to the contrary contained in any other law for the time being in force, and subject to the provisions of section 9-A.-

(i) a land owner desiring to eject a tenant under this Act shall apply in writing to the Assistant Collector First Grade, having jurisdiction, who shall thereafter proceed as provided for in sub-section (2) of section 10 of this Act, and the provisions of sub-section (3) of the said section shall also apply in relation to such application, provided that the tenants rights to compensation, and acquisition of occupancy rights, if any, under the Punjab Tenancy Act, 1887 (XVI of 1887), shall not be affected;

Provided that if the tenant makes payment of arrears of rent and interest, to be calculated by the Assistant Collector, First Grade, at eight percentum per annum on such arrears together with such costs of the application, if any, as may be allowed by the Assistant Collector, First Grade, either on the day of first hearing or within fifteen days from the date of such hearing, he shall not be ejected."

6.1 In '**Maan Singh Versus Financial Commissioner (R) Haryana**', 2012 (68) RCR (Civil) 194; a Division Bench of this Court held that the proviso to Section 14A(i) of the 1953 Act is meant to save the genuine tenant from eviction in cases where rent has not been paid inadvertently or due to reasons beyond his control and not for denying rent to the landlord. The relevant extract of the findings read as under:-

"6. However, counsel for the appellant submitted that proviso to Section 14A(i) of the Act provided that an opportunity should be given to the erring tenant to deposit the rent to save himself from eviction. The proviso to Section 14A(i) of the Act was added by the Amending Act No. 5 of 1991 which reads as under:-

"Provided that if the tenant makes payment of arrears and interest to be calculated by the Assistant Collector Grade First Grade at eight per centum per annum on such arrears together with such costs of the application, if any, as may be allowed by Assistant Collector 1st Grade, either on the day first hearing or within 15 days from the date of such hearing, he shall not be evicted."

7. A perusal of the said proviso would go on to show, which was inserted in the year 1991, that the Assistant Collector would grant this benefit only if the tenant made the payment of arrears and

interest @ 8% per annum alongwith costs on the first day of hearing or within 15 days from the date of such hearing and would not be evicted. The said proviso is firstly meant to save the genuine tenant from eviction in cases where rent has not been paid inadvertently or due to reasons beyond his control and not for denying rent to the landlord.

8. In the present case, the tenant had taken a false defence that the rent had been paid and reliance had been placed on the receipts which were found to be forged by the revenue authorities since the stamps pasted were of the subsequent years. Once the tenant had taken such a risk, he could not, now, turn around and take the plea that he had sufficient cause for not making the deposit at the first date of hearing...”

7. Coming to the case in hand, respondents No. 4 to 10 herein sought eviction of petitioners herein by filing an application in Form 'L' (Annexure P-1), inter alia, on the plea that the petitioners herein had failed to pay the rent regularly without sufficient cause. In the aforesaid application, following averments were made in paras 6 and 7 :-

“6. That the total produce from the disputed crops according to the Naksha Jhaad (Produce Statement) amount Rs. 1,38,512 out of which the owners on-third share comes to Rs. 46,170 which the applicants are legally entitled to receive.

7. That the respondent has failed to pay the amount of Rs. 46,170/- being the one-third share of the applicants, despite repeated demands and is legally bound to pay the same.”

7.1 Although, the petitioners herein have not attached copy of reply filed on their behalf to ejectment petition, however, it is conceded by learned counsel for petitioners that petitioners did not dispute the

amount as claimed by respondents No. 4 to 10 in paras 6 and 7, as extracted above.

7.2 Evidently, the Assistant Collector concerned, vide order dated 21.09.2021 (Annexure P-2), directed the petitioners herein to deposit the amount of Rs. 46,170/- (as claimed by the land owners); however, without interest, within 30 days, by observing as under :-

“ I have heard the arguments of the learned counsel for both parties and carefully examined the documents on record. Upon examination of the record and after hearing counsel for both the parties, it has been found that the application filed by the applicants on 12.12.2014 the total land measuring 16 Kanal 0 Marla as per Khasra Girdawari records, Khasra no. 12//9 and 12, the following are the owners namely Satpal, Jagat Narayan and Deen Dayal, sons of Sh. Uttam Chand son of Sh. ChandraBhan each having 3/4th share, Smt. Chandrakala widow and Risha daughter, Nitish Kumar, Tikshu Kumar sons of Purushottam Das son of Uttam Chand collectively having 1/4th share residents of Bawani Khera, cultivators Ram Singh, Mahabir and Swaroop sons of Heera son of Hans Ram each holding one-third Gair Marusi tenant in equal share as per Jamabandi for the year 2018-19 and Gair Marusi Naksha Jhar Paidawar dated 05.12.2014. The respondents cultivated the disputed land from Kharif 2011 to Rabi 2014 as Gair Marusi tenants under the applicants/landowners. Therefore, the respondents are hereby directed to deposit a sum of Rs. 46,170/- without interest, within 30 days.

*Order pronounced in open court today,
on 21.09.2021.”*

7.3 The aforesaid order dated 21.09.2021 (Annexure P-2) was affirmed by appellate authority. It is thus apparent from the order dated 21.09.2021 (Annexure P-2), passed by Assistant Collector concerned that the petitioners herein had not paid the due rent for the crops Kharif 2011 upto Rabi 2014, therefore, their (petitioners') contention that they had been paying rent regularly stands falsified.

7.4 The submission raised on behalf of petitioners herein that the assessment of rent made by the land owners was arbitrary; is also found to be without any merit, in view of stand taken by learned counsel for petitioners herein that the amount claimed by the land owners in paras 6 and 7 (as extracted above) i.e. Rs. 46,170/-, was never disputed by the petitioners.

7.5 As regards the contention of the petitioners herein that they had duly paid amount of Rs. 46,170/- without interest within 30 days, as directed by Assistant Collector concerned, vide order dated 21.09.2021 (Annexure P-2), while exercising his powers under proviso to Section 14-A (i) of 1953 Act, suffice it to say that Assistant Collector concerned had wrongly exercised his powers in the peculiar facts and circumstances of this case and I say so for the reason that the law as regards eviction in Form 'L' under 1953 Act is well settled by a Full Bench of this Court in the case of '**Gurmej Singh Versus Financial Commissioner', 1980 PLJ 603**; wherein Hon'ble Full Bench of this Court was dealing with a writ petition against an order passed by the Financial Commissioner holding that the order of ejectment could not be passed

without affording fresh opportunity to the tenants to make the payment of arrears of rent, as the entire rent demanded by the landlord was not due though arrears of rent for some harvests were payable. The legality of the order passed by Financial Commissioner was challenged, inter-alia, on the following ground(s):-

- (i) that if in pursuance of a notice under Form 'N' as prescribed in pursuance of an application under Section 14-A(ii) of the 1953 Act, by the landlord, arrears of rent are not paid by the tenants within one month from the date of the notice, the order of ejectment has to be passed by the Assistant Collector, who has no jurisdiction to give further opportunity for deposit of the arrears of rent. It was also urged that not only the Assistant Collector, Revenue, concerned even the higher authorities in appeal or revision have no jurisdiction to extend the statutory period as prescribed for payment of arrears of rent.*
- (ii) that in case the demand of the landlord regarding the arrears of rent is objected to by the tenant as being excessive, it is the duty of the tenant to pay be part of the arrears of rent which may be admitted by him to the due and it is not open to him to withhold the payment even a part of rent so admitted only on the ground of excess demand having been made by the landlord.*
- (iii) that any payment by the tenant after the expiry of the statutory period as prescribed in the notice cannot save the tenant from ejectment.*

7.6 Hon'ble Full Bench of this Court in **Gurmej Singh's** case (supra), held as under:-

“27. The upshot of the above discussion is that the effect of the combined reading of section 14-A(ii) of

the Act, Rule 22 of the Form 'N' prescribed therein is that the period of one month as prescribed in the said notice of demand as issued by the Assistant Collector, II Grade, during which the arrears of rent can be paid by the tenant, is statutory and no jurisdiction is vested in the Assistant Collector, II Grade, before whom the application for demand is made in the first instance, the appellate Authority, or the Revising Authority, as the case may be, to extend this statutory period under any circumstances, whether objection raised by the tenant in reply to the demand notice relates to the non-liability to pay the arrears in whole or in part. In view of this conclusion, there is no escape from holding that the decision in Balwant Singh's case (supra) that in case the demand of the landlord in the notice of demand was challenged by the tenant as being excessive, it was not obligatory on the tenant to make the payment of even a part of the demand about which he did not raise any dispute and that the Assistant Collector, II Grade has to grant a fresh opportunity to make payment after the final decision regarding the objection of the tenant, was not correct and is set aside. Similarly, in the ratio of decision in Smt. Sham Kaur's case (supra) correct law was not laid down in holding, though indirectly, that the Assistant Collector, II Grade, had jurisdiction to extend time for payment of arrears of rent by the tenant though the period as prescribed in the notice of demand under Form 'N' has already expired.

28. *In view of the above conclusion regarding the scope and ambit of section 14-A(ii) of the Act, it is held that the order of eviction by the Collector, dated 15th February, 1971 (Annexure F) without*

providing any fresh opportunity to the tenant to make payment of the arrears of rent as found due did not suffer from any infirmity...”

7.7 At the cost of repetition, in '**Maan Singh Versus Financial Commissioner (R) Haryana**', 2012 (68) RCR (Civil) 194; a Division Bench of this Court held that the proviso to Section 14A(i) of the 1953 Act is meant to save the genuine tenant from eviction in cases where rent has not been paid inadvertently or due to reasons beyond his control and not for denying rent to the landlord.

8. In this case, the petitioners herein had not disputed the amount of Rs.46,170/- claimed by the land owners (respondents No. 4 to 10 herein) and neither any evidence has been placed on record by the petitioners herein to show that they had been regularly paying the rent. Rather, the Assistant Collector concerned had not returned any finding that the petitioners herein were prevented from paying due rent for any justifiable reason. Furthermore, even if the Assistant Collector concerned was to exercise his powers under the proviso to Section 14-A (i) of 1953 Act (as added in the 1953 Act for State of Haryana in the year 1991), in that eventuality, the tenants were required to pay arrears alongwith interest to be calculated by Assistant Collector concerned at the rate of 8% per annum on such arrears together with costs of application. Not only that, the calculated amount was to be paid either on the first hearing or within 15 days from the date of such hearing; so as to avoid eviction.

9. Furthermore, the Assistant Collector concerned had passed the final order on 21.09.2021 (Annexure P-2) in a very casual fashion by asking the petitioners herein to deposit a sum of Rs. 46,170/- (as claimed by the land owners) and that too without interest and that also to be paid

within 30 days. The said direction issued by Assistant Collector concerned, vide order dated 21.09.2021 (Annexure P-2), is itself contrary to proviso to Section 14-A (i) of 1953 Act. Order dated 21.09.2021 (Annexure P-2), passed by Assistant Collector was wrongly upheld by learned Collector, Bhiwani, however, on a revision petition being filed by the land owners, learned Divisional Commissioner has set aside the orders dated 21.09.2021 and 12.10.2023 (Annexure P-2 and Annexure P-4, respectively), passed by the Assistant Collector as well as learned Collector and allowed the ejectment petition, filed by the land owners (respondents No. 4 to 10 herein), by holding as under :-

“ I have firstly conducted an analytical examination of the points raised in the revision petition as well as the orders passed by the lower court and appellate court. In addition, I have examined the records submitted in the case file. After considering the statements and submissions made by the learned counsels of both parties during their arguments, I came to the conclusion that the respondents without any sufficient cause failed to pay the rent regularly and the payment for the rent of Kharif 2011 to Rabi 2014 was only made on 14.10.2021. Hence, the respondents are ordered to be evicted from the disputed land. Besides this the lower court had passed an order allowing the payment of the due amount without interest whereas under Section 14-A(i) of the Punjab Security of Land Tenures Act the petitioners are also entitled to interest at the rate of 8% per annum on the outstanding amount. Therefore, the respondents are directed to ensure payment of interest on the outstanding amount at the rate of 8% per annum from the due date till the date of actual payment within 30 days.

Accordingly, the present revision petition is found to be logical, and based on sound grounds is accepted and the order dated 12.10.2023 passed by Collector, and the order dated 21.9.2021 passed by the Sub-Divisional Officer (Civil) and Assistant Collector, First Grade, Bhiwani are found to be weak, illogical, baseless and are therefore set aside.”

10. As regards the judgments referred by the learned counsel for the petitioners, it is noticeable that in ***Kesar Singh v. Financial Commissioner, Haryana, 2014(4) RCR (Civil) 718***, the facts of that case were extracted in para 3 of the judgment, which reads thus:-

3. The factual aspect is necessary to be adverted to in the present case in view of the submission made by counsel for the appellant that he had offered to pay the rent but the landlord had refused to accept the same. Perusal of the written statement filed in the ejectment application for land measuring 20 kanals 8 marlas situated in village Sambli, Tehsil Nissing, District Karnal on the ground of non-payment of rent would show that a plea was taken by the appellant that the application was not maintainable and he had already paid the rent of L 100/- per acre and the ejectment on the ground that the rate of rent was L 6000/- per acre was not correct. The Assistant Collector Ist Grade, on 09.11.2011, came to the conclusion that the appellant was a tenant in the land in question as per the revenue record and there was no mention of rent and the onus was upon him to prove the fact regarding the rate of rent by producing the receipts of Batai. Accordingly, it was held that the amount demanded was legally proper @ L 6000/- per acre. Since nothing had been paid since Rabi 1993, the ejectment was ordered.

10.1 After considering the matter, the Division Bench of this court observed that there was a dispute regarding rate of rent and in those circumstances, held as under:-

“10. Thus, from the above proviso which was introduced by the Haryana Act of 1991, it would be clear that it was the duty of the Assistant Collector Ist Grade to direct the appellant to deposit the arrears of the rent and interest which were to be calculated by the said Court @ 8%. The appellant had offered to deposit the same but, as noticed above, on 15.12.1995, respondent's no. 5 counsel had refused to accept the same on the ground that it is less since it was offered @ L 100/- per acre, as per the stand of the appellant-tenant. For this non-deposit, the appellant could not be faulted due to the fact that the landlord had refused to accept the same. That the liability of the tenant to be ejected under Section 9(ii) of the Act was noticed by the Apex Court in Raj Kanta v. Financial Commissioner, Punjab, 1980 (3) SCC 589. It was held that failure to pay rent regularly should be without sufficient cause.

11. In the present case, as it has been noticed, there was a dispute regarding the rate of rent inter se the parties. The appellant was ready to pay the amount @ L 100/- and deposit the same but the landlord-respondent's no. 5 counsel was refusing to accept the rent at that rate and was only willing to accept it at L 6,000/-. This huge variation to claim rent led to the non-deposit and, therefore, a finding that the appellant was not willing to deposit and had denied the liability to pay the rent, in the said circumstances, would not be correct. A Division Bench of this Court, in Smt. Shanti Devi and another v. Amar Singh and others, 2008 (1) PLR 503, while examining Section 9(1)(ii) and Section 14-A(i) of the Act, held that the said proviso would cast a duty upon the Assistant Collector to calculate the amount of rent so as to

enable the tenant to satisfy the petition of the landlord, especially where the tenant disputed the claim on the ground that it was an exaggerated amount, which has been claimed...”

10.2 Thus, with all humility, the judgment in case of **Kesar Singh(supra)** is distinguishable on facts and would not apply to the facts of this case.

11. Further, the judgment in case of **Yaga Ram v. Financial Commissioner and Principal Secretary, 2010(59) RCR (Civil) 213**; was passed while considering judgment passed by learned single judge of this court in **Amar Singh and others v. F.C., Haryana and others, 2006(3) RCR (Civil) 245**; although the said judgment in **Amar Singh’s case (supra)** had already been set aside in Letters Patent Appeal (LPA) arising out of the said case in **Smt. Shanti Devi v. Amar Singh, 2008(1) RCR (Civil) 476**, by observing as under:-

“An analysis of the above reproduced provisions shows that the proviso to Section 14-A(i) casts a duty upon the Assistant Collector to calculate the amount of rent so as to enable the tenant to satisfy the petition of the landlord. This situation would arise if the tenant disputes the claim of the landlord by pleading, exaggerated rent or by saying that he had already paid the amount to the landlord. But, if he, by his conduct, does not even choose to controvert the factual aspect of the landlord's petition and rather chooses to frustrate it by not even filing a reply, then it amounts to subtle acquiescence.

11. In the instant case, the private respondents, who had the opportunity to respond to the application for eviction preferred by the appellants in which the amount of rent due was specified, chose not to come forward despite the fact that as many as sixteen adjournments were granted to them

to file their written statement forcing the AC 1st Grade to strike off their defence.

12. Once an application seeking ejectment of the tenant on the ground of non-payment of rent is filed with a specific averment detailing the amount due which had not been paid, it becomes the duty of the tenant to controvert the same in case the situation so warrants and state their case unambiguously, but the private respondents, who were the tenants, chose complete silence at least before the AC 1st Grade whose Court was the Court of first instance indicating their acquiescence.

13. Subsequently, in appeal, their stand was vacillating as, initially, they pleaded that they had paid the amount in question, but then chose to say that they could not pay the rent as they were not having the knowledge about the residential address of the appellants and finally, they admitted their mistake and pleaded that they will pay the entire amount if an opportunity is given to them. Even thereafter, they did not make the payment of rent and rather, they satisfied the claim of the appellants partially and that too in response to the recovery proceedings initiated at the behest of the appellants in the suits for recovery. Even after the Collector had observed in favour of the private respondents, they made no attempt to get the amount determined if they were dis-satisfied with the claim set up by the appellants and rather, they chose a covert and circuitous route through litigation to evade the payment of rent.

14. The protection of law and the benefit thereof can only be given to the persons, who satisfy the equitable conscience of the Court. The provisions of law cannot be interpreted in a manner so as to delete justiciable content of a provision to reward a person, who has flouted it willfully.

15. We are constrained to observe that the conduct of the private respondents in not making good the payment of rent

to the appellants despite several opportunities and knowledge of the same does not, in any way, entitle them to any relief under the law. It is the bounden duty of a tenant to comply with the terms of the tenancy and the benefit of the statute can be afforded to him only if his conduct does not violate the same. Once the AC 1st Grade had found that the private respondents were liable to pay the amount, the same should have been made good and even if it was not done, the rent should have been paid after passing of the order by the Collector, but they, instead of making attempt to pay the entire amount of rent, chose means to frustrate the rights of the appellants.

16. The plea of the private respondents that they had satisfied the demand of rent substantially is also without any substance. The appellants had availed themselves of the proceedings under the Act to seek eviction of the private respondents, which were frustrated. Subsequent payment of rent was pursuant to recovery proceedings in the suits filed by the appellants, whose right to recover the arrears of rent cannot be clouded by their right to seek the eviction of an errant and abusive tenant, who knows how to enjoy the property, but knows not his duty to pay for it.

17. The right of a landlord to seek eviction of a tenant under the statute is completely independent of his right to seek recovery of arrears of rent and satisfaction of the recovery proceedings would not diminish or dilute his right to seek eviction of a stubborn, reluctant and an irresponsible tenant...”

12. No other point has been raised.

13. In view of the above and after considering the totality of circumstances, I find no compelling reason to interfere in the impugned order. Resultantly, the instant civil writ petition fails and same is accordingly dismissed.

14. Pending application (s), if any, shall also stand closed.

(HARSH BUNGER)
JUDGE

22.07.2025
sjks/Himani

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