

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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2025:PHHC:095195



Civil Revision No. 4895 of 2025 (O&M)
DECIDED ON: 29th July, 2025

Balwinder Kaur

.....PETITIONER

VERSUS

Balbir Kaur

.....RESPONDENT

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA.

Present: Mr. J.S. Khiva, Advocate for the petitioner.

NIDHI GUPTA., J (ORAL)

The present revision petition has been filed by the tenant under Article 227 of the Constitution of India for setting aside the order dated 16.07.2025, passed by the Court of Learned Rent Authority-NRI, Jalandhar (Annexure P-8).

2. The only short grievance of the petitioner is that vide the impugned order the petitioner has been directed to issue demand draft for arrears of rent in the name of the GPA of landlady/respondent herein. Learned counsel for the petitioner contends that the GPA is not authorized to receive the rent on behalf of landlady. It is submitted that the petitioner has proved his *bonafide* by already preparing demand draft No.009137 dated 08.07.2025 in the name of landlady. However, despite the above facts, impugned order has been passed directing the petitioner to prepare the demand draft in the name of GPA holder of the respondent. Ld. counsel submits that the same is not permissible under law and accordingly prays for setting aside of the impugned order.

3. Heard.

4. No other argument is raised on behalf of petitioner.

5. There is no merit to the submission made on behalf of petitioner.

The respondent-landlady has filed the present Rent petition seeking ejectment of the petitioner from the demised premises under Section 24(3) of the Punjab Rent Act, 1995 (Annexure P-3) through her power of attorney holder Darshan Singh son of Kartar Singh. Darshan Singh has been appointed GPA of the respondent vide Power of Attorney dated 22.05.2023 (Annexure P-4).

6. A perusal of Annexure P-4 shows that thereby the respondent has fully authorised Darshan Singh to “sell/transfer/exchange/accept Biyana (earnest money) regarding his property to/from any third person or/and institution or to himself. He can also put the said property on offer for sale and come to an agreement as to the purchase price and thereafter to sign for him and in his name, execute any and all documents of sale transfer or conveyance and receive payment on his behalf as advance and balance sum the proceeds of sale and issue receipts and acknowledgments thereof. His attorney is also authorised to assign further power of attorney regarding his property/properties to the third party i.e. potential buyer, however, he can only do so, once he receive the entire sale amount from that third party on his behalf.”

7. Moreover, the petitioner was found in arrears of rent for an amount of Rs.2,90,147/-. No doubt, the petitioner had issued demand draft dated 08.07.2025 for the said amount in favour of the respondent, however, it is not denied by the petitioner that the respondent has no bank account in India as she resides abroad.

8. In view of above facts, I find no error in the direction of the learned Rent Authority-NRI, Jalandhar in directing the petitioner “*to prepare draft in the name of Darshan Singh General Power of Attorney of petitioner,*

for amount assessed vide order dated 21.05.2025". The above facts revealed that Darshan Singh is authorized to receive funds on behalf of the respondent.

9. **Dismissed.**

10. Pending application(s), if any, shall stands disposed of.

29th July, 2025

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**(NIDHI GUPTA)
JUDGE**

<i>Whether speaking/reasoned</i>	<i>Yes</i>
<i>Whether reportable</i>	<i>No</i>