



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

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**CR-1680-2025 (O&M)
Date of decision : 28.03.2025**

Sarabjeet Singh and another

..... Petitioners

versus

Lakhvir Singh Cheema @ Lakhbir Singh Cheema and another

..... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Anupam Singla, Advocate
for the petitioners.

Mr. Aakash Singla, Advocate and
Ms. Vaishali Singla, Advocate
for the respondents.

PANKAJ JAIN, J. (Oral)

1. Instant revision is directed against order dated 14.01.2025, whereby application filed by the tenant under Order VI Rule 17 CPC seeking amendment of the written statement stands declined.
2. Respondents-landlords filed petition under Section 13 of East Punjab Urban Rent Restriction Act, 1949 seeking ejectment of the tenant from the demised premises as detailed out in the head note of the plaint on various grounds.
3. Tenant in his written statement raised various preliminary objections including the one challenging the maintainability of the eviction petition. Instant application was moved, whereby, tenant sought amendment of the written statement. By way of proposed amendment, he sought to raise plea, pleading that the shop was



mortgaged with possession on 04.04.2000 with the tenant and thus, he is in possession of shop as a mortgagee and not as a tenant. The aforesaid application was opposed by the landlord. Application stands dismissed by the Rent Controller holding that there was no averment made in the written statement with respect to mortgage deed, sought to be pleaded by way of proposed amendment. No explanation was offered as to why the tenant could not plead the aforesaid fact which was already in his knowledge and thus, at the stage of evidence of the tenant, the application cannot be allowed.

4. Mr. Anupam Singla while assailing the impugned order submits that the Rent Controller fell in error in denying the application filed by the tenant. Trite it is that law with respect to amendment in written statement is much liberal as compared to law with respect to amendment of the plaint. Plea with respect to maintainability was already raised by way of present amendment, the plea only being elaborately explained. Thus, all amendments explanatory in nature, need to be allowed.

5. *Per contra*, Mr. Aakash Singla has placed on record the rent note dated 01.01.2004, whereby tenant was inducted in the demised premise. He refers to covenant contained at serial number 16, as per which both the parties agreed that though the demised premise was previously mortgaged by the landlord on 04.04.2000, but the same has been redeemed. He thus, submits that the aforesaid fact was already in knowledge of the tenant. He signed rent note/agreement admitting the redemption and thus, the present amendment has been rightly struck down being not bonafide in nature.



6. Mr. Anupam Singla joins issue thereon and submits that in fact the shop though redeemed was not by way of registered redemption deed and thus, cannot be held to be a valid redemption. Thus, tenant raised plea with respect to his possession as a mortgagee and not as a tenant.

7. I have heard counsel for the parties and have carefully gone through the records of the case.

8. There cannot be dispute with respect to the proposition of law with respect to amendment of the written statement is more liberal as compared to law regarding amendment of the plaint. However, at the same time, the same has to be exercised judiciously. At the first blush, the argument raised by Mr. Anupam Singla appears to be attractive with respect to non-registration of the redemption deed, however, the amendment sought is not to that effect. The amendment sought reads as under:-

“That the present petition is not maintainable in the present form and is liable to be dismissed. The shop in question was mortgaged with possession on 4-4-2000 for Rs.15000/- to deponent and deponent is also in possession of shop as mortgagee. The said mortgage deed was registered on 4-4-2000 and is not redeemed till today.”

9. There is no plea with respect to redemption deed not being registered and thus, not being valid. Rather the tenant has claimed that the shop was mortgaged with possession in his favour on 04.04.2000 and the same has not not been redeemed till date. This is against the covenant contained in rent deed admittedly signed by the tenant.

10. In view thereof, this Court does not find any reason to interfere in the well reasoned order passed by Rent Controller.



Consequently, the present revision petition is dismissed.

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

(PANKAJ JAIN)
JUDGE

28.03.2025

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Whether speaking/reasoned : Yes

Whether Reportable : No