
(2016) 01 AHC CK 0035
In the Allahabad High Court
Case No : S.C.C. Revision No. 32 of 2016

Chirag Gupta

APPELLANT

Vs

Dr. Rajeev Garg

RESPONDENT

Date of Decision : 22-01-2016

Acts Referred:

Provincial Small Cause Courts Act, 1887 — Section 25

Citation : (2016) 1 ARC 542

Hon'ble Judges : Yashwant Varma, J.

Bench : Single Bench

Advocate : Himanshu Tiwari, Rajesh Srivastava, Advocates, for the Respondent

Final Decision : Dismissed

Judgement

Yashwant Varma, J. - The defendant-revisionist assails the validity of the judgement rendered by the Judge Small Causes Court on 8 December 2015 decreeing the suit instituted by the plaintiff-respondent. The tenancy is stated to have been created firstly on 1 June 2001 and ultimately came to be extended in the statement of the revisionist for a period of 5 years pursuant to a rent agreement dated 17 March 2011. The plaintiff respondent terminated the tenancy by issuing a notice under Section 106 of the Transfer of Property Act on 16 February 2015 and the suit itself came to be instituted thereafter.

2. Initially the learned counsel for the revisionist sought to assail the judgment rendered by the court below by referring to various facts including the allegations that the landlord had sought to increase the rate of rent and it was only when the parties could not reach an agreement that the tenancy came to be terminated. It was submitted that the entire action was malafide. Learned counsel further submitted that the revisionist was not in default of rent and therefore, the court below has committed manifest illegality.

3. Having heard the learned counsel for the parties, it appears that the rent agreement dated 17 March 2011 which allegedly provides a tenancy for a period

of 5 years was an unregistered agreement. Since the term of the tenancy was for a period of more than one year it was compulsorily registerable. It is admitted to the learned counsel for the revisionist that this unregistered agreement could not be read for except collateral purposes. No defect could be pointed out in respect of the notice under Section 106 of the Transfer of Property Act.

4. For the aforesaid reasons, this Court finds no merit in the present revision nor has any manifest error of facts or law been pointed out in the judgment impugned herein. It shall accordingly stand dismissed.

5. Learned counsel for the revisionist at the end submitted that considering the fact that the tenancy had continued right from 2004, some reasonable time may be provided to the revisionist to hand over vacant possession.

6. Sri P.K. Jain, learned Senior Counsel who has appeared for the plaintiff-respondent has in all fairness stated that six months time may be provided to the defendant-revisionist for handing over vacant possession.

7. Taking on record the statement made on behalf of the plaintiff-respondent, this Court provides that the defendant-revisionist shall hand over vacant possession of the suit premises within a period of six months from today. The above shall be subject to the condition that he continues to pay the monthly reserved rent by the 7th of each month. The entire decretal amount shall be deposited within a period of one month from today. The defendant-revisionist shall also file an affidavit before the court below undertaking to hand over vacant possession within the time prescribed above. In case of failure to abide by any of the terms and conditions mentioned above, this interim protection granted to the benefit of the defendant-revisionist shall stand vacated.