

(1975) 07 P&H CK 0033
In the Punjab And Haryana At Chandigarh
Case No : Civil Revision No. 1393 of 1974

Dr. Jagmohan Singh	Vs	APPELLANT
Smt. Bimla Devi		RESPONDENT

Date of Decision : 15-07-1975

Acts Referred:

East Punjab Urban Rent Restriction Act, 1949 — Section 12

Citation : (1975) RCR(Rent) 506

Hon'ble Judges : S.C. Mittal, J

Bench : Single Bench

Advocate : R.S. Sehgal, for the Appellant; R.L. Aggarwal, for the Respondent

Final Decision : Dismissed

Judgement

S.C. Mittal, J.—Bimla Devi filed an application u/s 12 of the East Punjab Urban Rent Restriction Act No 3 of 1949 against her landlord. Dr. Jagmohan Singh for a direction that as the roof of one of the rooms had cracked in consequence of rains, the same be got replaced by the landlord. The Rent Controller found that Rs. 1000/- would be required for the replacement of the roof. He accordingly issued a direction in terms of section 12 of the Act. Feeling aggrieved, the landlord appealed to the District Judge, Amritsar (the appellate authority under the Act). The learned District Judge affirmed the decision of the Rent Controller as to the replacement of the roof but he held that the cost for the said purpose as Rs. 1000/- was miscalculated. Accordingly, he ordered the landlord to get the replacement done within six months whatever be the cost thereof. In default, the tenant was allowed to get the roof replaced and recover the expenses from the landlord in accordance with law. The landlord has now filed this revision petition u/s 1 (5) of the Act aforesaid.

2. The concurrent findings of the two authorities below that the condition of the roof in question is such that its replacement is necessary is well-based and no plausible reason has been advanced by the Learned Counsel for the landlord to upset it. The principal argument advanced by the Learned Counsel for the

landlord was that the replacement of roof of a building does not fall within the ambit of section 12 of the Act which provides for the making of the necessary repairs to a building other than structural alterations. On the other hand, Learned Counsel for the tenant relied on *Shri Chandu Lal v. Har Lal* Civil Revision No. 801 of 1965, decided by my Lord Grover J. (as he then was) on 4th May, 1966, in which the replacement of a roof was held to be "necessary repairs". In spite of this precedent, which is directly in point, Learned Counsel for the landlord pressed into service *Lakhi Ram v. Sagar Chand* Civil Revision No. 495 of 1962, decided by Shamsheer Bahadur J. On 23rd May, 1963 in which a wall and a roof of the disputed shop had completely fallen as a result of rains and the tenant's application u/s 12 of Act for the reconstruction was disallowed by the authorities below. Before the learned Judge Soorajmall Nagarmall Vs. Indian National Drug Co. Ltd., was cited on behalf of the tenant. On facts, the learned Judge in *Lakhi Ram v. Sagar Chand* another Civil Revision No. 369 of 1962, by Lakhi Ram landlord, upheld the order of eviction for this reason, the matter was not thoroughly considered. It further deserves mention that the Calcutta view was also brought to the notice of Grover J. who distinguished it on the ground that the provisions of the West Bengal Premises Rent Control (Temporary Provisions) Act do not appear to be in Pari Materia with the provisions of section 12 of the East Punjab Urban Rent Restriction Act.

3. Learned Counsel for the landlord next contended that the deciding factor in such like cases should be that the cost of repairs do in no way far exceed the quantum of rent payable by a tenant. I am unable to accept the contention because in the terms of section 12 of the Act, there is nothing to support it. As regards *Bhagwant Rai v. Kirpal Kaur* Civil Revision No. 891 of 1965, Learned Counsel for the landlord, the same is distinguishable on facts in that case, the landlord persisted in the view that the building had deteriorated to such an extent that extensive repairs were needed. Therefore, she was absolved from getting them executed. The authorities below did not find out whether the premises or any part thereof were liveable or not. The case remanded by the learned Judge with the direction that the outer limit of the annual rent be kept in view. In other words, the decision of the authorities below was not reversed by the learned Judge on the ground that the cost of repairs sought to be carried out far exceeded the rent recoverable from the tenant.

4. In the result, the revision petition fails and the same is hereby dismissed. The parties are directed to bear their own costs of this Court.