
(2004) 04 JH CK 0100

In the Jharkhand High Court

Case No : Writ Petition (C) No. 1595 of 2004

Kailash Chandra Sharma

APPELLANT

Vs

Uday Kumar Rajgaria and Others

RESPONDENT

Date of Decision : 02-04-2004

Acts Referred:

Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982 — Section 15
Constitution of India, 1950 — Article 227

Citation : (2004) 2 JCR 638

Hon'ble Judges : P.K. Balasubramanyan, C.J

Bench : Single Bench

Advocate : Himanshu Kumar Mehta, for the Appellant;

Final Decision : Dismissed

Judgement

P.K. Balasubramanyan, C.J.—This is a proceeding under Article 227 of the Constitution of India initiated by the defendant, the tenant of a building. The plaintiffs-landlord made an application for payment of rent u/s 15 of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982 (hereinafter referred to as "The Act"). It appears that for the period, June, 1988 to February, 1991, the tenant had not deposited the rent. Actually, the consequences should have followed but the plaintiffs filed a second application to point out that the rent for these months had not been deposited. Various objections were raised by the defendant including the objection that the application was barred by limitation. Of course, he had a plea that the rent for these months had already been deposited or paid. The Court below made a prima facie enquiry on the application u/s 15 of the Act for the payment of rent for the said period and disbelieved the case that the rent for the said period had been paid and directed the defendant to deposit the rent for the period. This order of the Court below is challenged by the defendant in this writ petition.

2. Learned counsel for the defendant-petitioner submitted that as on the day of the application u/s 15 of the Act, the rent become barred and it could not have

been directed to be deposited. He relied on the expression used in Section 15 of the Act "subject to the limitation, if any, could be directed to be deposited". It appears to me that the limitation referred to it in the reference to the date of the institution of the suit and it is not related to the period pending suit. Therefore, I am not in a position to agree with the submission of the learned counsel. Even otherwise, what has happened is that the Court has attempted to secure the interests of the plaintiffs also in the matter by directing the deposit. No injustice has been caused to the defendant. After all, it is the obligation of the defendant to pay the rent once he had taken the building on rent.

3. In this situation, I decline to interfere with the order passed by the Court below and dismiss this proceeding. Taking note of the plea of counsel of the defendant-petitioner, I extend the time for deposit of the rent till 19th May, 2004.