

(2016) 04 P&H CK 0063
In the Punjab And Haryana At Chandigarh
Case No : LPA No. 576 of 2016 (O&M).

Mohinder Singh

APPELLANT

Vs

Financial Commissioner (Revenue) Punjab and Others

RESPONDENT

Date of Decision : 21-04-2016

Acts Referred:

Punjab Security of Land Tenures Act, 1953 — Section 14-A

Citation : (2016) 2 LawHerald 1834 : (2016) 3 RCRCivil 712

Hon'ble Judges : Mahesh Grover; Lisa Gill, JJ.

Bench : Division Bench

Advocate : Vikas Mehsempuri, Advocate, for the Appellant

Final Decision : Dismissed

Judgement

Mahesh Grover, J. - The appellant is in appeal against the judgment of the learned Single Judge dated 29.5.2015 ordering his eviction by upholding the order of the Financial Commissioner to the same effect on the ground that the appellant, who was a Gair Marusi tenant (tenant at will) had defaulted in payment of rent.

2. The plea of the appellant before the courts below, of being a co-sharer, was negated on the strength of revenue records.

3. Before this Court, learned counsel for the appellant has stated that he is willing to pay the rent so as to continue with the arrangement as a tenant under respondent No.5.

4. We are not inclined to accept the plea. The proceedings against the appellant were initiated under Section 14- A of the Punjab Security of Land Tenures Act, 1953 which is reproduced as under :-

"14-A. Procedure for ejection and recovery of arrears of rents etc..- Notwithstanding anything to the contrary contained in any other law for the time being in force, and subject to the provisions of section 9-A.--

(i) a land owner desiring to eject a tenant under this Act shall apply in writing to the Assistant Collector, First Grade, having jurisdiction, who shall thereafter proceed as provided for in subsection (2) of section 10 of this Act, and the provisions of subsection (3) of the said section shall also apply in relation to such application, provided that the tenants rights to compensation, and acquisition of occupancy rights, if any under the Punjab Tenancy Act, 1887 (XVI of 1887), shall not be affected;

(ii) a land-owner desiring to recover arrears of rent from a tenant shall apply in writing to the Assistant Collector, Second Grade, having jurisdiction, who shall thereupon send a notice, in the form prescribed, to the tenant either to deposit the rent or value thereof, if payable in kind or give proof of having paid it or of the fact that he is not liable to pay the whole or part of the rent or of the fact of the landlord's refusal to receive the same or to give a receipt, within the period specified in the notice. Where, after summary determination, as provided for in sub-section (2) of Section 10 of this Act, the Assistant Collector finds that the tenant has not paid or deposited the rent, he shall eject the tenant summarily and put the land-owner in possession of the land concerned;

(iii) (a) if a landlord refuses to accept rent from his tenant or demands rent in excess of what he is entitled to under this Act, or refuses to give a receipt, the tenant may in writing inform the Assistant Collector, Second Grade, having jurisdiction of the fact;

(b) on receiving such application, the Assistant Collector shall by a written notice require the landlord to accept the rent payable in accordance with this Act, or to give a receipt, as the case may be, or both ,within 60 days of the receipt of the notice."

5. The aforesaid provisions envisage a notice to the tenant to deposit the rent. It also provides for a summary determination. Since the appellant failed to respond to this provision by depositing the rent and making good the default, it would be too late in the day to accept the plea of the appellant. The aforesaid provisions as interpreted by courts also provide that in the event of a singular default in payment of rent without justification, the tenant would be liable to be evicted. These provisions are totally distinct from the earlier provisions of the Punjab Tenancy Act which offered greater flexibility to a tenant to pay the rent.

6. Finding no such provision to extend the period of deposit of rent by giving any further opportunity, we would unhesitatingly reject the plea of the appellant.

7. There is no legal infirmity in the impugned order and thus the appeal being devoid of merit is dismissed.

8. That apart, we find that the appeal is barred by a delay of 258 days and the reasons given about the counsel not informing the appellant about the decision of his case would not constitute a good reason to condone the delay.

9. Appeal dismissed.