
(2009) 01 P&H CK 0050
In the Punjab And Haryana At Chandigarh

Ram Piari and Others

APPELLANT

Vs

State of Punjab and Others

RESPONDENT

Date of Decision : 12-01-2009

Acts Referred:

Punjab Security of Land Tenures Act, 1953 — Section 14A(ii), 9(ii)

Citation : (2009) 154 PLR 92 : (2009) 1 RCR(Civil) 767 : (2009) 1 SLR 345

Hon'ble Judges : Ranjit Singh, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

Ranjit Singh, J.—The petitioners claim to be in peaceful possession of the land measuring 69 K 16 M in village Bhaton, Hadbast No. 262, Tehsil Anandpur Sahib, District Ropar, as occupancy tenants. As per the petitioners, they were regularly paying rent of Rs. 250/- per year but the land owners had not been issuing any receipt. On 28.2.1994, private respondent/land owners filed application for eviction u/s 9(ii) of the Punjab Security of Land Tenure Act, 1953 (hereinafter referred to as "the Act"). The Assistant Collector, Ist Grade passed an order evicting the petitioners on 31.1.1995 by finding that the petitioners had failed to make payment of rent regularly without sufficient cause. Collector dismissed the appeal on 27.3.1996, which was challenged by filing revision, which was also dismissed on 10.4.2001. Petitioners then filed a petition before Financial Commissioner, which was also dismissed on 17.7.2008 and hence, they have filed the present writ petition.

2. Learned Counsel for the petitioners would contend that the application filed by the respondents u/s 14-A(i) of the Act was not maintainable. By referring to the provisions of the Section 14-A (ii), the counsel contends that a land owner desiring to recover arrears of rent from a tenant is to apply in writing to the Assistant Collector, IInd Grade, who shall thereupon is to send a notice in the form prescribed to the tenant either to deposit the rent or value thereof or give a proof of having paid or that he is not liable to pay the whole or part of the rent or

of the fact that the landlord refused to receive the same or to give receipt. In such case, where after summary determination, as provided for in Sub-section (2) of Section 10 of the 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. The submission is that the Assistant Collector was required to follow the procedure given in 14-A(ii) before directing ejectment of the petitioners, which has not been done. The application for ejectment of the petitioners was filed u/s 14-A(i) of the Act. The application, as and when filed, is required to be disposed of in terms of the procedure as given in Sub-section (2) of Section 10 of the Act. Section 10(2) provides that on receipt of an application, the Assistant Collector shall, after giving notice to the parties in writing and a reasonable opportunity to be heard, determine the dispute summarily and shall keep a memorandum of evidence and a gist of his final order with brief reasons thereof. A perusal of the impugned order would show that the Assistant Collector, when moved with an application u/s 14-A(i), gave opportunity to both the parties to give their evidence. The respondents were given right to file reply and evidence and the case was then fixed for arguments. It is only thereafter that the Assistant Collector went to the documents on record. He found that the relationship of owners and tenants is clear. The respondents did not produce any receipt for the rent, which they had paid. It is also noticed that Balbir Chand, one of the respondents, admitted that they got receipt for land revenue house tax and further that Rattan Singh also admitted that they took receipt for payment of electricity bill and water charges bill. Accordingly, the plea of the petitioners that they were occupancy tenants was not accepted and their ejectment was ordered. A perusal of Section 14-A(ii), which has been relied upon by counsel for the petitioners, appears to have been substantially followed. Once the notice was issued to the petitioners, they could have deposited the rent or give proof of having paid the same. Apparently, they pleaded that landlord has refused to give receipt, which fact, they could not establish. Concurrent finding of fact with regard to non-payment of rent would not call for any interference on re-appraisal of evidence. I do not see any infirmity in the procedure adopted by the Assistant Collector, which would call for interference, in exercise of writ jurisdiction.

3. The writ petition is accordingly dismissed.