
(2011) 05 RAJ CK 0147

In the Rajasthan High Court

Case No : Civil Special Appeal (Writ) No. 528 of 2011

Sajjan Kumar Agrawal and Others

APPELLANT

Vs

Rent Control Appellate Tribunal and Others

RESPONDENT

Date of Decision : 05-05-2011

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Order 21 Rule 101, Order 21 Rule 97, Order 21 Rule 97(2), 151
Constitution of India, 1950 — Article 226, 227
Transfer of Property Act, 1882 — Section 106

Citation : (2011) 3 RLW 2642

Hon'ble Judges : Arun Kumar Mishra, C.J.; Prashant Kumar Agrawal, J

Bench : Division Bench

Advocate : M.M. Ranjan, with Rajat Ranjan, for the Appellant; R.K. Agrawal with Prateek Singh, for the Respondent

Final Decision : Dismissed

Judgement

Arun Kumar Mishra, C.J.—The intra-court appeal has been preferred as against the order of the Single Bench dated 22.2.2011 dismissing writ application No. 14833/2010, which was preferred against the order of the Appellate Rent Tribunal dated 23.10.2010 whereby appeal of the appellants was dismissed and the order of the Rent Tribunal dated 20.4.2010 rejecting application under Order 21 Rule 97 and 101 read with Section 151 CPC and Section 21 of the Rajasthan Rent Control act, 2001, was affirmed. Facts in short are that on 26.4.1984, late Chaturbhuj Agrawal, father of appellants, had taken shop in question on rent situated at M.I. Road, Jaipur from late Smt. Hajara Bai for business purposes. Thereafter, legal heirs and successors of late Smt. Hajara Bai sold the shop in question to Smt. Aanchi Devi vide registered sale deed dated 25.1.2003 and since then, she became owner of the shop in question and thus, rent for the month of February, 2003 to the tune of Rs. 651/- was sent by the tenant-Mahendra Kumar Agrawal to landlord-Smt. Aanchi Devi through cheque. However, the said cheque was dishonoured. Thereafter, notices were sent for

payment of rent, but despite that, rent was not paid and thus, tenant has committed default in payment of rent for the period from 1.2.2003 to 31.5.2004 and on that ground, a petition for eviction was filed by landlord-Smt. Aanchi Devi against tenant-Mahendra Kumar Agrawal on 2.6.2004 before the Rent Tribunal, Jaipur. The Rent Tribunal vide judgment and decree dated 11.4.2007 allowed the petition and ordered for eviction of tenant-Mahendra Kumar Agrawal from the shop in question on the ground of committing default in making payment of rent. Aggrieved by the judgment and decree of the Rent Tribunal, appeal was preferred before the Appellate Rent Tribunal and the same was dismissed vide judgment dated 16.2.2010.

2. Thereafter, when the possession of the shop in question was not handed over by the tenant-Mahendra Kumar Agrawal, execution petition was filed. During the pendency of the execution proceedings, an application under Order 21 Rules 97 and 101 read with Section 151 CPC and Section 21 of the Rajasthan Rent Control Act, 2001 (hereinafter referred to as "the Act of 2001") was filed by the appellants raising objections that they were also co-tenants along with Mahendra Kumar Agarwal, but they were not made party to the eviction petition and therefore, order of eviction was not executable against them. A reply that application was filed on behalf of the landlord-Smt. Aanchi Devi stating therein that after death of Chaturbhuj Agrawal, Mahendra Kumar Agrawal became the sole tenant as he was carrying on business in the shop in question. Apart from this, Mahendra Kumar Agrawal has also filed a civil suit against one Ayub Khan in which he has categorically stated that he was the sole tenant being proprietor of the business run in the shop in question. Even the cheque for payment of rent for the month of Feb. 2003 was also issued by Mahendra Kumar Agrawal. The Rent Tribunal vide order dated 20.4.2010 rejected the application of the appellants. Aggrieved thereby, appeal was filed, which was dismissed by the Appellate Rent Tribunal. Aggrieved by the order of Appellate Rent Tribunal, writ application was preferred and the same was also dismissed by the Single Bench. Hence, the intra-Court appeal has been preferred.

3. Mr. M.M. Ranjan, learned Senior Advocate with Mr. Rajat Ranjan appearing on behalf of the appellants has submitted that the appellants became joint tenants on death of late Chaturbhuj Agrawal and therefore, it was necessary to implead them in the proceedings of eviction. He has relied upon the decision of the Apex Court in Textile Association (India) Bombay Unit Vs. Balmohan Gopal Kurup and another, in which decisions of the Apex Court in H.C. Pandey Vs. G.C. Paul, and Kanji Manji Vs. The Trustees of The Port of Bombay, have been considered. The view taken in the case of Textile Association (supra) could not have been ignored by the Single Bench. The appellants are tenants in their own rights. The Rent Tribunal did not conduct any enquiry with regard to the possession and independent tenancy of the appellants. It was mandatory to hold enquiry by recording evidence. Reliance has been placed on the decisions of the Apex Court in Babulal Vs. Raj Kumar and Others, and Prasantha Banerji Vs. Pushpa Ashoke Chandani and Others, . Earlier Smt. Hajara Bai the predecessor-in-title of the

decree-holder had filed a suit for eviction against Chaturbhuj Agrawal and on death of Chaturbhuj Agrawal, all three sons and wife were impleaded as LR's. of late Chaturbhuj Agrawal treating them as tenants within the definition of Section 3(vii)(b) of the Rajasthan Premises (Control of Rent and Eviction) Act, 1950 (hereinafter referred to as "the Act of 1950"), which definition is pari-materia to the definition of "tenant" u/s 2(i) of the Act of 2001. Documents have not been appreciated properly by the Single Bench. Mahesh Kumar Agrawal was the Director since 1986 and Mahendra Kumar Agrawal was inducted as Director of the Company after the death of late Chaturbhuj Agrawal in the year 1986.

4. Mr. R.K. Agrawal, learned Senior Advocate with Mr. Prateek Singh appearing on behalf of the respondents has submitted that petition for ejection was contested by the tenant-Mahendra Kumar Agrawal, who was doing business in the shop in question after death of Chaturbhuj Agrawal. Considering the definition of "tenant" u/s 3(vii) of the Act of 1950, which is pari-materia to definition of "tenant" u/s 2(i) of the Act of 2001, the Rent Tribunal, Appellate Rent Tribunal and Single Bench have come to the conclusion that the business in the shop in question was being carried on by tenant, who was impleaded as party in the eviction petition, namely, Mahendra Kumar Agrawal. Rent for the shop in question used to be paid by Mahendra Kumar Agrawal only. Cheque of rent for the month of February, 2003 was issued by Mahendra Kumar Agrawal in favour of present landlord-Smt. Aanchi Devi, who purchased the shop in question from LR's of original landlord-Smt. Hajara Bai through registered sale-deed dated 25.1.2003. Tenancy was attorned in favour of the present landlord-Smt. Aanchi Devi by Mahendra Kumar Agrawal by issuing cheque for the rent of the shop in question and Mahendra Kumar Agrawal became the tenant of the shop in question after death of his father Chaturbhuj Agrawal-original tenant. The cheque was dishonoured and thereafter, when rent was not paid, notice u/s 9(a) of the Act of 2001 was sent by landlord Smt. Aanchi Devi to Mahendra Kumar Agrawal demanding arrears of rent for the period from February, 2003 to May, 2004, but despite that, no payment was made and therefore, petition for eviction was filed by the" landlord Smt. Aanchi Devi against Mahendra Kumar Agrawal on 2.6.2004. The Rent Tribunal vide judgment and decree dated 11.4.2007 allowed the eviction petition against Mahendra Kumar Agrawal and issued certificate for delivery of possession and for recovery of arrears of rent. The Appellate Rent Tribunal vide judgment dated 16.2.2010 dismissed the appeal preferred by Mahendra Kumar Agrawal and affirmed the order of eviction passed by Rent Tribunal on 11.4.2007. Thereafter, in execution petition, an application was filed by the objectors-appellants under Order 21 Rules 97 and 101 read with Section 151 CPC and Section 21 of the Act of 2001 which was baseless. It was not necessary to conduct detailed enquiry. The documents, which were filed, have been considered and thereafter, no opportunity to adduce oral evidence was sought by the appellants. On consideration of entire materials and documents on record, finding of fact was recorded by the Rent Tribunal that Mahendra Kumar Agrawal was doing business in the premises in question after death of

Chaturbhuj Agrawal and the same was affirmed by the Appellate Rent Tribunal and the Single Bench. Thus, no interference is called for with the findings of fact recorded by courts below in the limited jurisdiction under Articles 226 and 227 of the Constitution of India, Articles 226 and 227 of the Constitution of India, that too in intra-court appeal. Relying upon various decisions, it has been prayed that the appeal be dismissed.

5. We have heard the learned counsel appearing for the parties.

6. The case is required to be considered in the background of the fact that there are concurrent findings of fact. It is not the case of the appellants that collusive decree was obtained by the landlord-Smt. Aanchi Devi as against Mahendra Kumar Agrawal. The decree of eviction, which was passed by the Rent Tribunal, was affirmed by the Appellate Rent Tribunal after due consideration of entire materials and documents available on record. Mahendra Kumar Agrawal used to pay the rent for the shop in question and he has attorned the tenancy in favour of present landlord Smt. Aanchi Devi and issued cheque for rent in her favour. There are findings of fact recorded by the Rent Tribunal, Appellate Rent Tribunal and Single Bench that Mahendra Kumar Agrawal was doing the business in the shop in question after death of his father Chaturbhuj Agrawal.

7. The question raised by the learned counsel for the appellants is that on death of Chaturbhuj Agrawal, the appellants became joint tenants, as such, it was necessary to terminate their tenancy and to implead them in the petition for eviction filed before the Rent Tribunal. Reliance has been placed on the decision of the Apex Court in the case of Textile Association (*supra*).

8. The definition of "tenant" u/s 3(vii) of the Act of 1950 is quoted below:

(vii) "Tenant" means-

(a) the person by whom or on whose account or behalf rent is, or, but for a contract express or implied would be, payable for any premises to his landlord including the person who is continuing in its possession after the termination of his tenancy otherwise than by a decree for eviction passed under the provisions of this Act; and

(b) in the event of death of the person as is referred to in sub-clause (a)-his surviving spouse, son, daughter and other heir in accordance with the personal law applicable to him who had been, in the case of premises leased him who had been, in the case of premises leased out for residential purposes, ordinarily residing and in the case of premises leased out for commercial or business purposes, ordinarily carrying on business with him in such premises as member of his family upto to his death.

9. It is not in dispute that the definition of "tenant" u/s 2(i) of the Act of 2001 is *pari-materia* to the definition of "tenant" u/s 3(vii) of the Act of 1950. It is apparent from the definition of "tenant" that in the event of death of tenant in the case of premises let out for commercial or business purposes, his surviving

member, who had been ordinarily carrying on business with him in such premises, is to be treated as tenant.

10. In the instant case, on the basis of the documents available on record, concurrent findings of fact have been recorded by the Rent Tribunal and Appellate Rent Tribunal that after death of original tenant-Chaturbhuj Agrawal, Mahendra Kumar Agrawal was doing the business, which have been affirmed by the Single Bench. It has been found that the documents, which have been submitted, were not sufficient to show that the appellants participated in the business after the death of Chaturbhuj Agrawal. The documents, which have been produced, are of subsequent period and therefore, they were not of much relevance. It has been found on facts that appellants were not carrying on business in the premises in question and on the contrary, Mahendra Kumar Agrawal was doing business in the premises in question.

11. In the case of Kanji Manji (supra) where without impleading joint tenant, suit for eviction was filed, it was held to be binding on the joint tenant. The Apex Court has laid down thus:-

6. All these pleas were found against the appellant. It was held that the tenancy was a joint tenancy, that a notice to one of the joint tenants was sufficient, and that the suit also was not bad for non-joinder of the legal representatives of Rupji Jeraj the trial Judge held that the present agreement was enforceable, inasmuch as this case was governed by sub-s. (1) and not sub-s. 4 (a) of S. 4 of the Act. For the same reason, the trial Judge also held that the suit was properly laid in the Bombay City Civil Court at Bombay. The same contentions were raised before us, and we shall deal with them in the same order.

7. The argument about notice need not detain us long. By the deed of assignment dated February 28, 1947, the tenants took the premises as joint tenants. The exact words of the assignment were that "... the Assignors do and each of them cloth hereby assign and assure with the Assignees as Joint Tenants ..." The deed of assignment as approved and accepted by the Trustees of the Port of Bombay and Rupji Jeraj and the appellant must be regarded as joint tenants. The trial judge, therefore, rightly held them to be so. Once it is held that the tenancy was joint, a notice to one of the joint tenants was sufficient and the suit for the same reason was also good. Mr. B. Sen in arguing the case of the appellant, did not seek to urge the opposite. In our opinion, the notice and the frame of the suit were, therefore, proper, and this argument has no merit.

12. It is apparent from the above dictum of the Apex Court that in the case of joint tenancy, notice to one of the joint tenants was sufficient after death of the original tenant and suit for the same reason was also good. It was not necessary to serve notice upon all joint tenants and to implead them. In the case of H.C. Pandey (supra), the Apex Court held that heirs of original tenant succeed to tenancy as joint tenants and service of notice u/s 106 of Transfer of Property Act on one of the joint tenants, who acted on behalf of the others, was sufficient.

The Apex Court has thus laid down:-

It is now well settled that on the death of the original tenant, subject to any provision to the contrary either negating or limiting the succession, the tenancy rights devolve on the heirs of the deceased tenant the incidence of the tenancy are the same as those enjoyed by the original tenant. It is a single tenancy which devolves on the heirs. There is no division of the premises or of the rent payable therefore. That is the position as between the landlord and the heirs of the deceased tenant. In other words, the heirs succeed to the tenancy as joint tenants. In the present case, it appears that the respondent acted on behalf of the tenants, that he paid rent on behalf of all and he accepted notice also on behalf of all. In the circumstances, the notice was served on the respondent was sufficient. It seems to us that the view taken in *Ramesh Chand Bose Vs. Gopeshwar Pd. Sharma*, is erroneous where the High Court lays down that the heirs of the deceased tenant succeed as tenants in common. In our opinion, the notice under Sec. 106 of the Transfer of Property Act served by the appellant on the respondent is a valid notice and therefore the suit must succeed.

13. The decision in *Ramesh Chand Bose Vs. Gopeshwar Pd. Sharma*, to the contrary was over-ruled.

14. In *Harish Tandon Vs. Addl. District Magistrate, Allahabad, U.P. and others*, , the Apex Court has held that the law laid down in the case of *H.C. Pandey (supra)* was correct and the decision in *Mohd. Azeem Vs. District Judge, Aligarh and Others*, does not lay down correct law. Their Lordships have held that it is difficult to hold that after the death of original tenant his heirs become tenant in common and each one of the heirs shall be deemed to be an independent tenant in his own right. If it is held that after the death of the original tenant, then as a corollary it has also to be held that after the death of the original tenant, the otherwise single tenancy stands split up into several tenancies and the landlord can get possession of the building only if he establishes one or the other ground mentioned in sub-section (2) of Section 20 against each of the heirs of the original tenant. Rejecting the submission, the Apex Court held that the law laid down in the case of *H.C. Pandey (supra)* was correct law to the effect that after the death of the original tenant, subject to any provision to the contrary, the tenancy rights devolve on the heirs of the deceased tenant jointly and for any breach committed by any of such joint tenants, all the heirs of the original tenant have to suffer. They cannot take a plea that unless the grounds for eviction mentioned in sub-section (2) of Section 20 are established individually against each one of them, they cannot be evicted from the premises in question. The Apex Court has laid down thus:-

23. The attention of the learned Judges constituting the Bench in the case of *H.C. Pandey Vs. G.C. Paul*, was not drawn to the view expressed in the case of *Mohd. Azeem Vs. District Judge, Aligarh and Others*, . There appears to be an apparent conflict between the two judgments. It was on that account that the present appeal was referred to a Bench of three Judges. According to us, it is difficult to

hold that after the death of the original tenant his heirs shall be deemed to be an independent tenant in his own right. This can be examined with reference to Section 20(2) which contains the grounds on which a tenant can be evicted. Clause (a) of Section 20(2) says that if the tenant is in arrears of rent for not less than four months, and has failed to pay the same to the landlord within one month from the date of service upon him of a notice of demand, then that shall be a ground on which the landlord can institute a suit for eviction. Take a case where the original tenant who was paying the rent dies leaving behind four sons. It need not be pointed out that after the death of the original tenant, his heirs must be paying the rent jointly through one of his sons. Now if there is a default as provided in clause (a) of sub-section (2) of Section 20 in respect of the payment of rent, each of the sons will take a stand that he has not committed such default and it is only the other sons who have failed to pay the rent. If the concept of heirs becoming independent tenants is to be introduced, there should be a provision under the Act to the effect that each of the heirs shall pay the proportionate rent and in default thereto such heir or heirs alone shall be liable to be evicted. There is no scope for such division of liability to pay the rent which was being paid by the original tenant, among the heirs as against the landlord what the heirs do inter se, is their concern. Similarly, so far as ground (b) of sub-section (2) of Section 20, which says that if the tenant has willfully caused or permitted to be caused substantial damage to the building, then the tenant shall be liable to be evicted; again, if one of the sons of the original deceased tenant willfully causes substantial damage to the building, the landlord cannot get possession of the premises from the heirs of the deceased tenant since the damage was not caused by all of them. Same will be the position in respect of clause (c) which is another ground for eviction, i.e. the tenant has without the permission in writing of the landlord made or permitted to be made, any such construction or structural alteration in the building which is likely to diminish its value or utility or to disfigure it. Even if the said ground is established by the landlord, he cannot get possession of the building in which construction or structural alterations have been made diminishing its value and utility, unless he establishes that all the heirs of the deceased tenant had done so. Clause (d) of sub-section (2) of Section 20 prescribes another ground for eviction that if the tenant has without the consent in writing of the landlord, used it for a purpose other than the purpose for which he was admitted to the tenancy of the building or has been convicted under any law for the time being in force of an offence of using the building or allowing it to be used for illegal or immoral purposes; the landlord cannot get possession of the building unless he establishes the said ground individually against all the heirs. We are of the view that if it is held that after the death of the original tenant, each of his heirs become independent tenant, then as a corollary it has also to be held that after the death of the original tenant, the otherwise single tenancy stands split up into several tenancies and the landlord can get possession of the building only if he establishes one or the other ground mentioned in sub-section (2) of Section 20 against each of the heirs of original tenant. One of the well settled rules of

interpretation of statute is that it should be interpreted in a manner which does not lead to an absurd situation.

24. It appears to us, in the case of H.C. Pandey Vs. G.C. Paul, it was rightly said by this Court that after the death of the original tenant, subject to any provision to the contrary, the tenancy rights devolve on the heirs of the deceased tenants jointly. The incidence of the tenancy are the same as those enjoyed by the original tenant. It is a single tenancy which devolves on the heirs and there is no division of the premises or of the rent payable therefore and the heirs succeed to the tenancy as joint tenants.

26. The framers of the Act have clearly expressed their intention in Sections 12, 20 and 25 while protecting the tenant from eviction except on the grounds mentioned in Section 20, that after the death of the original tenant his heirs will be deemed to be holding the premises as joint tenants, and for any breach committed by any of such joint tenants, all the heirs of the original tenant have to suffer. They cannot take a plea that unless the grounds for eviction mentioned in sub-section (2) of Section 20 are established individually against each one of them, they cannot be evicted from the premises in question.

15. In Ashok Chintaman Juker and Others Vs. Kishore Pandurang Mantri and Another, , it has been held by the Apex Court that decree passed in suit for eviction is binding on all members of family covered by tenancy. Appellant younger son claiming to be member of family residing with original tenant at the time of his death cannot resist execution of decree, more so when he was not residing in premises with family of elder son. There was no necessity to implead appellant younger son as necessary party to suit for eviction. The Apex Court has laid down thus:-

16. In the case of hand, as noted earlier, on the death of the original tenant Chintaman the rent bills in respect of the premises in question were issued in the name of his elder son Kesrinath and on his death the rent bills were issued in the name of his widow Smt. Kishori Kesrinath Juker. It is not the case of the appellant No. 1 that there was any division of the premises in question or that rent was being paid to the landlord separately by him. Indeed the appellant No. 1 took the plea that he was paying the rent through Smt. Kishori Kesrinath Juker. Thus the tenancy being one, all the members of the family of the original tenant residing with him at the time of his death, succeeded to the tenancy together. In the circumstances the conclusion is inescapable that Smt. Kishori Kesrinath Juker who was implead as a tenant in the suit filed by the landlord represented all the tenants and the decree passed in the suit is binding on all the members of the family covered by the tenancy. In the circumstances the decree passed in terms of the compromise entered between the landlord and Smt. Kishori Kesrinath Juker can neither be said to be invalid nor inexecutable against any person who claims to be a member of the family residing with the original tenant, and therefore, a tenant as defined in Section 5(11)(c). The position that follows is that the appellants have no right to resist on the ground that the decree is not

binding on them. Further, the trial Court and the appellate Court concurrently held that the appellant No. 1 has not been residing in the premises since 1962 i.e. when his elder brother Kesrinath was alive. Therefore, when the suit was filed in the year 1992 there was no necessity for the landlord to implead appellant No. 1 or members of his family in the suit since he (landlord) had no cause of action for seeking a decree of recovery of possession from them. In that view of the matter the decree under execution does not suffer from any illegality or infirmity. Viewed from any angle the appellants have no justification on the facts as well as in law to resist execution of the decree for possession of the premises by the landlord. The Executing Court rightly rejected the objection filed by the appellants against execution of the decree and the appellate Court and the High Court rightly confirmed the said order. This appeal being devoid of merit is dismissed with costs which is assessed at Rs. 10,000/-.

16. In view of the aforesaid dictum of the Apex Court, it is apparent that it was not necessary to implead the appellants to the petition for eviction as Mahendra Kumar Agrawal was paying rent and doing business in the shop in question and for the default committed by him, decree of eviction was appropriate. It was not necessary to implead the appellants.

17. Learned counsel for the appellants has relied upon the decision in the case of Textile Association (supra) in which the Apex Court has laid down thus:-

4. Mr. Lalit, counsel for the appellants argued that the ex parte decree obtained against the joint tenants was equally binding on the respondent. Reference was made in this context to the decisions of this Court in Kanji Manji Vs. The Trustees of The Port of Bombay, and H.C. Pandey Vs. G.C. Paul, , both the cases relate to the validity of the notice issued to one of the joint tenants. It was held that the notice issued to one of them would be valid. We do not think that the principle stated in those cases on the facts obtained are relevant to the present case. There is a finding in this case that the respondent was as much a tenant as the mother and the other brother. That being the position the ex parte decree for eviction obtained against his mother and brother without impleading him in that suit has to be set aside. It is not sufficient as the Courts below have said that that decree was not binding upon the respondent. That decree cannot be kept alive against two other tenants and possession of the premises could be exclusively given to the respondent. The respondent cannot be put into exclusive possession of the premises since his mother and brother are also equally entitled to. It seems to us, therefore, the ex parte decree for eviction should be set aside and the petitioner should be impleaded as party to that suit and it should proceed on merits.

18. The facts of the instant case are distinguishable from the facts of the case Textile Association (supra). In the instant case, Mahendra Kumar Agrawal was doing business in the shop in question and to that effect, there are concurrent findings of the fact recorded by the Rent Tribunal and Appellate Rent Tribunal, which have been affirmed by the Single Bench had we do not find the concurrent

findings of fact to be perverse in any manner of suffering from any infirmity or illegality so as to call for interference in the extraordinary writ jurisdiction, that too in intra-court appeal. In the case of Textile Commission (supra), ex-parte decree was passed and it appears that persons, who resisted to the decree, were in possession of the premises. In the instant case, the facts are different and the decisions in the cases of Kanji Manji (supra), H.C. Pandey (supra), Harish Tandon (supra) and Ashok Chintaman Juker (supra) are fully applicable to the instant case.

19. It was submitted by the learned counsel for the appellants that detailed enquiry was not conducted into the objections filed under Order 21 Rules 97 and 101 CPC and Section 21 of the Act of 2001.

20. It is not in dispute that various documents have been filed by the appellants to support their case and the documents have been considered by the Courts below. Thus, enquiry has been conducted. The documentary evidence has been conducted. The documentary evidence has been adduced and the same was considered. In Silverline Forum Pvt. Ltd. Vs. Rajiv Trust and another, , the Apex court has laid down that Executing Court can decide whether the resister or obstructor is bound by the decree and he refuses to vacate the property. Adjudication need not be based on detailed enquiry or evidence but if deemed necessary, the Court can require adduction of evidence. In the instant case, necessary enquiry has been conducted and it is not shown that the prayer was made before the Executing Court to record oral evidence and that was declined. Moreover, even if the case was not posted for adducing oral evidence, as documentary evidence had been adduced and taken into consideration, that amounts to holding of due enquiry, in view of the decision of the Apex Court in the case of Silverline forum Pvt. Ltd. (supra) where it was observed that adjudication mentioned in Order 21 Rule 97(2) need not necessarily involve a detailed enquiry or collection of evidence.

21. We have considered the submissions raised by the learned counsel for the appellants on merits. However, we place on record the decision relied upon by the learned counsel for the respondents in respect of scope of interference in such matter in Ashok Kumar and Others Vs. Sita Ram, wherein it has been laid down by the Apex Court that Rent Control Appellate Authority is a statutory quasi-judicial authority and when order passed by such Authority is challenged before the High Court, the role of High Court is supervisory and corrective. The High Court would only have jurisdiction to interfere with the order passed by such Authority, if it suffers from manifest error or if it would lead to perpetuation of grave injustice if not set aside. In such matter, the High Court is not to act as another appellate Court. A finding of fact should not ordinarily be interfered with by the High Court in exercise of writ jurisdiction unless it is found that the finding was vitiated by manifest error of law or is patently perverse. The High Court should not interfere with the findings of fact simply because it felt persuaded to take different view on the materials on record. In the instant case, we have

examined the case on merits and we find no illegality or infirmity or perversity in the findings of fact recorded by the Courts below so as to warrant interference in extra-ordinary writ jurisdiction, that too in intra-Court appeal.

22. Catching last straw like a drowning fish, learned counsel for the appellants has prayed for time to vacate the premises in question. Two months" time granted by the Single Bench to vacate the premises in question has already been over. However, subject to furnishing undertaking within 15 days" from today to hand over peaceful possession of the premises in question to the landlord-decree-holder, we grant six weeks" time from today to the appellants to vacate the premises in question. Resultantly, the intra-Court appeal being devoid of merits is dismissed, parties are left to bear their own costs.