

(2011) 01 AHC CK 0315
In the Allahabad High Court
Case No : Civil Revision No. 280 of 2006

Union Bank of India and Another

APPELLANT

Vs

Amit Kumar and Another

RESPONDENT

Date of Decision : 27-01-2011

Acts Referred:

Provincial Small Cause Courts Act, 1887 — Section 25

Citation : (2011) 2 RCR(Rent) 202

Hon'ble Judges : Bharati Sapru, J

Bench : Single Bench

Final Decision : Allowed

Judgement

Bharati Sapru, J.—This revision has been filed by the Union Bank of India u/s 25 of the Provincial Small Causes Court Act, 1887 against a judgment and order dated 19.5.06 passed by the Additional District Judge, Jaunpur in Small Causes Suit No.3 of 2005.

2. The facts of the case are that the Union Bank of India was a tenant in the ground floor of a building situated in Kasba Ram Dayalganj, Jaunpur, which was owned by an erstwhile landlord Shri Vashistha Narain, on a monthly rent of Rs. 440/- per month in respect of which, a lease had been executed between the parties on 22.6.1981, which was valid till 21.6.1986.

3. The present plaintiff respondents purchased the tenanted premises on 29.3.1994. Up to the year 1999, the revisionist tenant continued in the premises on a rent of Rs. 440/- per month.

In the year 1999, the landlord and tenant sought to enter into an agreement under which, the rent would be charged at Rs. 150/- per square feet from the date of execution of a lease deed, the total of which would come to Rs. 2124/- per month. The communication dated 15.1.99 is on record and in this letter reference is made to the said negotiation.

4. Thereafter, the bank also sent a reply to this letter asking the landlord to execute the lease deed. However, upon examination of the record, which has come before this Court, it transpires that although a negotiation was sought to be made, it did not culminate at any stage in the execution of any kind of lease deed. The bank, on the other hand has allowed to continue as tenant upon payment of Rs. 440/- per month.

5. Thereafter, the landlord filed an original suit No.3 of 2005 in which he claimed arrears of rent at the rate of Rs. 1684/- for the period April, 2002 to February, 2005. Rent between the period January, 1999 to March 2002 was not claimed at the higher rate.

6. The plaint that filed before the Court below was on record and does not disclose any date on which the alleged lease deed was executed in which the rent was fixed at the rate of Rs. 2124/- per month. Learned counsel for the revisionist has argued that the Bank never entered into any formal agreement with the present landlord to pay @ Rs. 2124/- per month. Learned counsel for the Bank argues that although negotiations were going on, they never took final shape as a lease deed.

7. On the other hand, learned counsel for the landlord argues that the offer made by the landlord to give them one more floor at the rate of Rs. 2124/- was accepted by the Bank. Learned counsel for the landlord, however, was unable to show as to what was the date on which the said lease deed or agreement was finalized.

8. Having heard learned counsels for both the sides, I am of the opinion that the Court below has wrongly come to the conclusion that the Union Bank of India had entered into any formal lease deed or agreement with the lease to pay rent at the rate of Rs. 2124/-. The Court below has, therefore, wrongly arrived at the conclusion that the revisionist is liable to pay arrears of rent at the rate of Rs. 2124/- per month for the period April, 2002 to February, 2005. The other important fact is that the Bank has already vacated the premises and, therefore, I am of the opinion that the Bank is not legally liable to pay arrears of rent at the rate of Rs. 2124A per month for the period April, 2002 to February, 2005. The Landlord had acquiesced to the position that the Bank had continued as a month to month tenant @ Rs. 440/- per month. The order of the Court below in so far as it relates to arrears is, therefore, set aside.

9. This revision is partly allowed.