
(2015) 05 SHI CK 0063
In the High Court Of Himachal Pradesh
Case No : Civil Revision No. 12 of 2015

Vipin Sharma and Others

APPELLANT

Vs

Punjab State Electricity Board and Others

RESPONDENT

Date of Decision : 07-05-2015

Acts Referred:

Constitution of India, 1950 — Article 136

Himachal Pradesh Urban Rent Control Act, 1987 — Section 14, 14(1), 14(2)(i), 21, 24

Citation : (2015) 05 SHI CK 0063

Hon'ble Judges : Tarlok Singh Chauhan, J

Bench : Single Bench

Advocate : Neel Kamal Sood, for the Appellant; Anand Sharma and Jagan Nath, Advocates for the Respondent

Final Decision : Dismissed

Judgement

Tarlok Singh Chauhan, J.—The petitioner is a tenant, who has suffered an eviction order passed by the learned Rent Controller, Jogindernagar, which in turn has been affirmed by the appellate authority holding the petitioner to be arrears of rent of more than Rs. 20,00,000/- (twenty lacs) as on the date of eviction.

2. Sh. Neel Kamal Sood, learned counsel for the petitioners has strenuously argued that order passed by the learned Rent Controller is based on surmises and conjectures and that the learned Rent Controller had not correctly calculated the amount in question.

3. On the other hand Sh. Anand Sharma, learned counsel for the respondents has supported the order of eviction passed by the learned Rent Controller and has argued that this court would have no jurisdiction to extend the time period for deposit of arrears of rent, even if the petitioner is now ready and willing to deposit the amount.

I have heard the learned counsel for the parties and have gone through the records of the case.

4. Indisputably even as on date the entire arrears of rent as determined by the learned Rent Controller have not been tendered/paid by the petitioner. However, learned counsel for the petitioner states that his clients are ready to deposit the arrears in instalments. Therefore, in this background one of the questions which requires to be determined is as to whether this court, under section 14 of H.P. Urban Rent Control Act, 1987 (hereinafter referred to as the Act) can enlarge the period of deposit of arrears beyond the statutory period of 30 days from the order of eviction as passed by the learned Rent Controller.

This question is no longer res integra in view of numerous judgments of this court, some of which are being noticed below.

5. In Krishan Murari Vs. Amar Dutt Sharma, (1994) ShimLC 242 Supp , this court has held as follows:-

"12. Tenant in the aforesaid provisions has been afforded two opportunities to be availed of by him in order to avoid his eviction on the ground of non-payment of arrears of rent. The first and Second proviso referred to above deal with first opportunity which the tenant can avail in order to avoid eviction order. In this regard third proviso contains the second opportunity.

13. It has been contended on behalf of the landlord-respondent that third proviso only gives to a tenant thirty days from the order of the Controller alone to deposit the amount due and not otherwise. It has been contended on behalf of the tenant that in case Controller dis-allowed the eviction petition and the lower Appellate Authority accepts the same on the ground of non-payment of arrears of rent, time for depositing the arrears of rent and other amounts, thirty days time limit would start from the date of the order passed by the lower Appellate Authority and not from the order of Controller.

14. Insofar as, third proviso is concerned it clearly makes out that where the Controller has made an order for eviction on the ground of non payment of arrears of rent, due from him, in that event, tenant shall not be evicted as a result of his order (i.e. order of eviction passed by the Rent Controller), if the tenant pays the amount due within a period of 30 days from the date of order. This proviso clearly speaks regarding the order of eviction passed by the Controller, but this provision is not to be read in isolation. There may be a case as submitted by the learned Counsel for the tenant-petitioner that Controller has dis-allowed eviction petition on the ground of non-payment of arrears of rent but the same has been allowed by the lower Appellate Authority and in case third proviso deals with order of Controller alone, it will not at all serve the purpose and intention of the Act insofar as the order of eviction passed upon arrears of rent due is to be made and complied with.

15. At this stage, sections 24(4) and (5) of the Act can safely be referred which runs as under :-

"Section 24(4) The decision of the Appellate Authority and subject only to such

decision, an order, of the Controller shall be final and shall not be liable to be called in question in any court of law except as provided in sub-section (5) of this section.

Section 24(5). The High Court may at any time, on the application" of any aggrieved party or on its own motion call for and examine the records relating to any order passed or proceedings taken under this Act for the purpose of satisfying itself as to the legality or propriety of such order or proceedings and may pass such order in relation thereto as it may deem fit."

16. Section 24 deals with Power of the State Government for conferring powers of Appellate Authority for the purposes of the Act and also deals with right of the party to file an appeal assailing the order of the Controller passed for recovery of possession etc. The aforesaid provision of law makes it very clear that the decision of the Appellate Authority and subject only to such decision, an order, of the Controller shall be final and shall not be liable to be called in question in any court of law except as provided in sub-section (5) of this section. This provision only means that insofar as the order of Controller, is concerned it would remain final subject to variations made to such an order by the Appellate Authority in an appeal preferred before this Authority or subject to revisional powers of the High Court as provided under sub-section (5) above.

17. These provisions clearly reflected that in case Rent Controller has dis-allowed the petition and the Appellate Authority has accepted the eviction petition on the ground of non-payment of arrears of rent, tenant could legally avoid eviction order in case tenant deposits the arrears of rent etc. within thirty days from the passing of the order by the Appellate Authority and in case Rent Controller and lower Appellate Authority have both disallowed the eviction petition, and the High Court in revision passed eviction order, in that event, thirty days period for depositing rent would start from the date of passing of the eviction order by the High Court.

18. In the present case, Rent Controller passed eviction order on 25-11-1993, which order of eviction was maintained by the lower Appellate Authority, though amount due was varied. It may be very specifically referred here that admittedly the amount due was not deposited by the tenant within thirty days from the passing of the eviction order by the Rent Controller on 25-11-1993. The eviction order has been maintained until High Court though the amount due as observed by the Appellate Authority was maintained by the High Court also. It is not a case where the Rent Controller dis-allowed the petition and the lower Appellate Authority allowed the eviction petition on the ground of non-payment of arrears of rent but it is otherwise. Order of eviction passed by the Rent Controller was assailed before the Appellate Authority, was not at all stayed by the lower Appellate Authority, otherwise if it had been stayed insofar as depositing of amount due within thirty days from the order of Rent Controller was concerned, this statutory period could not have been enlarged by any authority whatsoever. The tenant selected not to deposit the amount due as ordered by the Rent

Controller within 30 days of the passing of the order. The risk was his and he assailed the order of eviction before the lower Appellate Authority. On the basis of the grounds taken by him, entire order passed by the Rent Controller, could have been set aside and in that event tenant could have got the benefit but the risk taken by him was not successful. He avoided to comply with the directions of the Rent Controller to deposit the amount within thirty days. He has to bear all the legal consequences for not complying with that order.

19. At this stage, some decided case law can safely be referred.

20. In 1994 Supp (1) SCC 437, Madan Mohan and another v. Krishan Kumar Sood, it has been held that the Rent Control Acts are necessary social measures for protection of tenants, and the Rent Control laws have tried to balance the equity. Their Lordships observed that landlord is duty bound to satisfy the ground of eviction mentioned in various Rent Acts and if he does not satisfy, he cannot get the order of eviction merely because the Act restricts his rights, but there are certain Rent Acts which, even when a ground of eviction is satisfied, still confer powers on the Rent Controllers to consider the question of comparative hardship and it is only in those types of cases, if the Controller is satisfied, he can decline passing orders of eviction. But if there is no such limitations, the Rent Controllers, after the ground of eviction specified in the Act is made out, have no discretion to reject the application. It was further observed that once the order of eviction is passed, the executing court is duty bound to execute its orders. No question of equity or hardship arises at this stage.

21. Their Lordships further observed taking note of the facts of the case that in the present case, the tenant spared no efforts to harass the landlords and after the order of eviction, the tenant again failed to pay the rent and the landlord was forced to file another eviction petition on the ground of non-payment of arrears of rent and it was only after the filing of the said eviction petition and in order to avoid eviction he deposited the rent. The matter did not rest there even and it was only after the notice of the special leave petition was issued in the present case that the tenant chose to pay the rent after keeping it in arrears for practically six years and under the circumstances, Supreme Court's interference under Article 136 is called for.

22. It was further held that in view of the aforesaid facts and circumstances of the case, impugned order of the High Court dated May 17, 1991 and the order of the Rent Controller dated May 18, 1990 were set aside and the Rent Controller was directed to issue warrants of possession for ejectment of the respondent from the premises in dispute and place the landlords/appellants in possession. The apex Court held that order being not without jurisdiction, right or wrong, executing court had not to go behind its own order and grant extension of time.

23. In ILR (Himachal Series) (1982) p. 279, in M/s. K.N. Trading Company v. Masonic Fraternity of Simla, following observations of this Court would be very much relevant:

"Section 14. This section (section 14) gives various opportunities to a tenant to pay the arrears of rent. The second proviso gives a last chance to the tenant to pay up the amount due from him. This he can avail even after the order of eviction has been passed. The period during which he can deposit the dues is fixed. It is 30 days from the date of the order. He can save the eviction only if he pays the amount due within the prescribed period in terms of the aforementioned proviso. This period can neither be enlarged nor abridged by the court. There is no provision for condonation of the delay in depositing the rent. Since the time is fixed by law there is no question of anyone misleading the tenant about the same."

24. Earlier decision of this very court in *Krishan Kumar Vs. Gurbax Singh*, (1977) 6 ILR HP 122, was also taken note of while disposing of the aforesaid proposition of law. In *Krishan Kumar's* case {supra} this court held:

"It is apparent that the statute itself provides a period of 30 days from the date of the order for payment of rental arrears by the tenant. On such payment, the statute declares, effect will not be given to the order of eviction. The statute does not leave the determination of the period to the Rent Controller. It is not open to the Rent Controller when, disposing of the petition for eviction, to make an order either abridging or enlarging the period of 30 days. Indeed, the period having been determined by the statute itself, no order was necessary by the Rent Controller."

25. In *M/s. K.N. Trading Company v. Masonic Fraternity of Simla*, referred to above, facts appear to be of identical nature as in the present case. However, in the reported case, even there was a stay order passed by the Appellate Authority against the order of eviction of the Controller, but in spite of that it was held that period of 30 days would start from the passing of the eviction order passed by the Controller.

26. The aforesaid citations clearly established that the date when eviction order was passed by Rent Controller on the basis of arrears of rent, would be the date to be taken note of for depositing the amount due by the tenant within 30 days and not from the date of the order passed by the Appellate Authority or by the High Court where the eviction order had been maintained, as passed by the Controller.

27. In the present case, the tenant if so advised could have deposited the amount due as arrived by the Rent Controller within thirty days from the date of passing of the order by Rent Controller and in case, as has happened in the present case, the amount being varied by the higher authority it could have been permitted to be withdrawn by the tenant but the original amount required to be deposited could not have been under the provisions of the Act deferred for a period not allowed by the statute."

6. The matter was again considered by this court in *Ram Niwas Vs. Rajinder Prasad and Another*, (1995) 2 ILR HP 882, wherein the aforesaid proposition was

reiterated and it was held that period of 30 days provided under the Act for the deposit of arrears of rent cannot be extended.

7. Yet again when the matter came up before this court in Bilasi Ram Vs. Bhanumagi, (2007) 1 ShimLC 88 , it was held as follows:-

"3. Third proviso to clause (i) of sub-section (2) of Section 14 of the H.P. Rent Control Act, 1987 clearly enjoins upon the tenant against whom the Rent Controller has made an order for eviction on the ground of nonpayment of rent due from him, the statutory duty to pay the amount due within a period of 30 days from the date of order.

4. By now it is well established, in the light of the authoritative pronouncements by a Full Bench of this Court in the case of Wazir Chand Vs. Ambaka Rani and Another, (2005) 2 ShimLC 498 , based upon and in the light of the ratio in the case of Madam Mohan and another v. Krishan Kumar Sood, reported in 1994 Supp (1) Supreme Court Cases 437, that the expression "amount due" occurring in the aforesaid third; proviso includes the arrears of rent, the interest thereupon @ 9% per annum and the amount of costs. It is also a well settled proposition of law by now that if the tenant fails to deposit the amount due within a period of 30 days from the date of the order, the only option available in law is to enforce the eviction order. Whether the shortfall is Re. 1/- or the shortfall is more than Re. 1/- if there is any shortfall in the deposit of the amount the eviction order has to be executed, because by not depositing the amount due in its entirety, the tenant forfeits the concession granted to him under the aforesaid third proviso and the only option thereafter is to execute the eviction order.

5. While interpreting the aforesaid third proviso in the light of the fact situation that there occurred a shortfall, howsoever small, in the matter of deposit of the amount due, the Court cannot take into consideration either any extenuating circumstance or any circumstance based upon leniency or amplitude or any other circumstance-which may be based upon or linked with any compelling reason or reasons of difficulty or discomfiture. If there is a shortfall with respect to the deposit of the amount due within a period of 30 days or if the amount due has not been deposited within the aforesaid period of 30 days and even if the deposit is late by one day, concession granted under the aforesaid third proviso immediately goes away. There is no escape to that."

8. The third proviso to clause (1) of sub-section (2) of section 14 of the Act was yet again a subject matter of discussion by this court in Rewat Ram Vs. Ashok Kumar and Others , wherein after analyzing the entire provisions of the Rent Act, it was held as follows:-

"5. Section 14(1) and 14(2)(i) of the H.P. Urban Rent Control Act read as follows:-

"Section 14(1) A tenant in possession of a building or rented land shall not be evicted there from in execution of a decree passed before or after the commencement of this Act or otherwise, whether before or after the termination

of the tenancy, except in accordance with the provisions of this Act.

(2) A landlord who seeks to evict his tenant shall apply to the Controller for a direction in that behalf. If the Controller, after giving the tenant a reasonable opportunity of showing cause against the applicant is satisfied-

(i) that the tenant has not paid or tendered the rent due from him in respect of the building or rented land within fifteen days after the expiry of the time fixed in the agreement of tenancy with his landlord or in the absence of any such agreement by the last day of the month next following that for which the rent is payable:

Provided that if the tenant on the first hearing of the application for ejectment after due service pays or tenders the arrears of rent and interest at the rate of 9% per annum on such arrears together with the cost of application assessed by the Controller, the tenant shall be deemed to have duly paid or tendered the rent within the time aforesaid;

Provided further that if the arrears pertain to the period prior to the appointed day, the rate of interest shall be calculated at the rate of 6% per annum:

Provided further that the tenant against whom the Controller has made an order for eviction on the ground of non payment of rent due from him, shall not be evicted as a result of his order, if the tenant pays the amount due within a period of 30 days from the date of the order; or"

6. A bare reading of this provision clearly shows that a landlord can apply for eviction of a tenant in case the tenant has not paid or tendered the rent due from him in respect of the rented premises within the stipulated time. Since the Rent Control legislation is in the nature of a legislation to protect the tenant, the legislature in its wisdom included a proviso that if the tenant on the first hearing of the application for ejectment pays or tenders the arrears of rent alongwith interest @ 9% per annum alongwith the costs assessed by the Rent Controller, the tenant shall be deemed to have duly paid or tendered the rent within time and therefore no order of eviction can be passed.

7. We are not concerned with the second proviso since admittedly the arrears relate to the period after the appointed day i.e. 18th August, 1997 and all the arrears which are subject matter of this petition fell due after the said date.

8. By the third proviso to this sub section the legislature gave another protection to the tenant. Even after the order of eviction is passed the tenant can avoid being affected if he pays or deposits the arrears of rent alongwith interest @ 9% per annum alongwith costs of the petition as assessed by the Rent Controller.

9. These provisions have come up for consideration in a number of cases. A Division Bench of this Court in *Om Parkash Vs. Sarla kumari and Others*, (1990) 2 ILR HP 708 , held that the "amount due" in the third proviso is only the arrears of rent and not interest. This judgment of the Division Bench was overruled by

the Apex Court in *Madan Mohan and another vs. Krishan Kumar Sood*, 1994 Supp (1) SCC 437, wherein the Apex Court held as follows:-

"12. A reading of the aforesaid relevant part of the section shows that sub-section (1) of Section 14 creates a ban against the eviction of a tenant except in accordance with the provisions of the Act. The ban is liable to be lifted. Sub-section (2) of Section 14 provides the circumstances in which the ban is partially lifted. It contemplates that where an eviction petition is filed, inter alia, on the ground of nonpayment of rent by the landlord, the Controller has to be satisfied that the tenant has neither paid nor tendered the rent in the circumstances mentioned in clause (i) of sub Section (2) of Section 14. He has to arrive at this satisfaction after giving a reasonable opportunity of showing cause against it to the tenant. But there may be cases where the tenant, on being given notice of such an application for eviction, may like to contest or not to contest the application. The tenant is given the first chance to save himself from eviction as provided in the first proviso to clause (i) of sub-section (2) of Section 14. This first proviso contemplates that the tenant may on the first hearing of the application for ejectment pay or tender in court the rent and interest at the rate mentioned in the proviso on such arrears together with the cost of application assessed by the Controller and in that case the tenant is deemed to have duly paid or tendered the rent within the time as contemplated by clause (i) of sub section (2) of Section 14. Where the tenant does not avail of this opportunity of depositing as contemplated by the first proviso and waits for an ultimate decision of the application for eviction on the ground of non-payment of rent, the Controller has to decide it and while deciding, the Controller has to find whether the ground contained in clause (i) of sub-section (2) of Section 14 has been made out or not. If the Controller finds that the ground as contemplated by clause (i) of sub-section (2) of Section 14 is made out, he is required to pass an order of eviction on the ground of non-payment of rent due from him. A second opportunity to avoid eviction is provided by the third proviso to clause (i) of sub section (2) of Section 14. But the second opportunity is provided after the order of eviction. The benefit of avoiding eviction arises if the tenant pays the "amount due" within the period of 30 days of the date of order.

13. The question is what is the meaning of the words "amount due" occurring in the third proviso to clause (i) of sub-section (2) of Section 14 of the Act.

14. It will be noticed that there is no provision in the Act for giving powers to the Controller to direct payment or deposit of "pendente lite" rent for each month during the pendency of the petition for eviction of the tenant. First proviso to sub-section (2) of Section 14 shows that in order to show payment or valid tender as contemplated by clause (i) of Ss. (2) of Section 14 by a tenant in default, he has to pay on the first date of hearing the arrears of rent along with interest and costs of the application which are to be assessed by the Controller. Surely where a tenant does not avail of the first opportunity and contests the eviction petition on the ground of non-payment of arrears of rent and fails to show that he was

not in default and court finds that the ground has been made out, an order of eviction has to follow. Therefore, it does not stand to reason that such a tenant who contests a claim and fails to avoid order of eviction can still avoid it by merely paying the rent due till the date of the filing of the application for ejectment. The third proviso to clause (i) of Ss. (2) of Section 14 should also receive an interpretation which will safeguard the rights of both the landlord and tenant. The "amount due" occurring in the third proviso in the context will mean the amount due on and up to the date of the order of eviction. It will take into account not merely the arrears of rent which gave cause of action to file a petition for eviction but also include the rent which accumulated during the pendency of eviction petition as well. If the tenant has been paying the rent during the pendency of the eviction petition to the landlord, the "amount due" will be only arrears which have not been paid. The landlord, as per the scheme of the section, cannot be worse off vis-a-vis a tenant who was good enough to deposit in court the arrears of rent together with interest and costs on the first date of hearing. If the interpretation given by the High court is accepted the result would be that the tenant will be better off by avoiding to pay the arrears of rent with interest and costs on the first date of hearing and prefer suffering order of ejectment after contest and then merely offer the amount due as mentioned in the application for ejectment to avoid eviction. This could not be the intention of the legislature.

15. In such cases it will be advisable if the Controller while passing the order of eviction on the ground specified in clause (i) of Ss. (2) of Section 14 of the Act specifies the "amount due" till the date of the order and not merely leave it to the parties to contest it after passing of the order of eviction as to what was the amount due.

16. Surely the Rent Control Acts, no doubt, are measures to protect tenants from eviction except on certain specified grounds if found established. Once the grounds are made out and subject to any further condition which may be provided in the Act, the tenants would suffer ejectment. Again the protection given in the Acts is not to give licence for continuous litigation and bad blood,

17. Surely the legislature which made the Act could not have envisaged that after the parties finish off one round of litigation, the party should be relegated to another round of litigation for recovery of rent which accrued pendente lite. Whatever protection Rent Acts give they do not give blanket protection for "non-payment of rent". This basic minimum has to be complied with by the tenants. Rent Acts do not contemplate that if one takes a house on rent, he can continue to enjoy the same without payment of rent.

10. The Apex Court in no uncertain terms held that a tenant who pays the rent after an order of eviction is passed can in no circumstances be placed on a better footing than a tenant who pays the arrears of rent on the first date of hearing. A reading of the first proviso shows that on the first date of hearing, a tenant, can avoid an order of eviction if he deposits not only the rent but also the interest

due thereupon and the costs as assessed by the Rent Controller. Obviously, the interest has to be calculated from the date when the interest fell due and is not the day of the institution of the petition or any other date.

11. The question which arises in this petition is whether a tenant who deposits the amount due after an order of eviction is passed can claim that he is liable to deposit the interest only from the date of the institution of the petition? The answer is obviously no. The Full Bench of this Court in Wazir Chand Vs. Ambaka Rani and Another, (2005) 2 ShimLC 498 again considered the import of Section 14(2)(i) after taking note of the judgment of the Apex Court in Madan Mohan's case supra and held as follows:-

"9. Taking a cue from the aforesaid observations of their Lordships of the Supreme Court in Madan Mohan and another vs. Krishan Kumar Sood (supra), we hereby issue a binding direction to all the Rent Controllers in the State that whenever a Rent Controller passes an eviction order in terms of Section 14(2)(i) of the 1987 Act, it must in the same eviction order, in its concluding part specify the exact amount of rent payable by the tenant to the landlord, of course, alongwith interest and costs. Undoubtedly, based on the ratio of Madan Mohan and another vs. Krishan Kumar Sood (Supra), the rent payable by the tenant to the landlord, which the Rent Controller would be specifying in the order of eviction would be the arrears of rent upto the filing of the eviction petition under Section 14(2)(i) as well as the arrears of rent which have accumulated during the pendency of eviction petition, right up to the date of passing of the eviction order. The purpose behind the Rent Controller specifying in the eviction order the exact amount of rent payable by the tenant is to directly link it with the third proviso so as to effectively enable the tenant to know with certainty the amount that he is liable to pay to save his eviction.

10. There can be situations and circumstances where a tenant may have a grievance that even though the Rent Controller in the final eviction order has specified the amount of rent payable by the tenant to the landlord, yet while doing so the Rent Controller did not take into account any amount paid by the tenant by way of arrears of rent during the pendency of the eviction petition. Disputes and controversies can arise with regard to this aspect of the matter, in as much as in certain situations and circumstances a tenant can contend and agitate that during the pendency of the petition he had been paying the rent to the land lord and despite such payments having been made by him, the Rent Controller did not reflect such payments nor took note of them, nor adjusted such payments while assessing and specifying, in the course of final eviction order the rent payable by the tenant to the landlord. To avoid the happening of any such eventuality, we wish to observe and direct that the onus to prove that the tenant had been paying any rent or arrears of rent during the pendency of the eviction petition, with a view to claim adjustment of such amount in the final analysis, would lie on the tenant alone and upon no one else. The only way in which such apprehended dispute can effectively be avoided is for the tenant to

conclusively establish before the Rent Controller, before the passing of the final eviction order, that the tenant had actually paid a specified amount by way of arrears of rent during the pendency of eviction petition. A duty, therefore, would be cast always on the tenant to establish beyond any doubt before the Rent Controller, before the passing of final eviction order, that during the pendency of the eviction petition the tenant had paid a particular amount towards the arrears of rent so that the tenant gets the amount adjusted in the final analysis. With a view to minimize or our tail any scope for any dispute on this account we wish to observe and lay down as a binding principle of law that any prudent tenant in normal course of wisdom would like to avoid any dispute about establishing the fact of such payment being made during the pendency of the eviction petition by taking recourse to Section 21 of the 1987 Act because the endeavour of every tenant should be to establish beyond any doubt conclusively the fact of any amount of rent having been paid during the pendency of the petition. After all, when the landlord and the tenant are locked in a litigation over the fact of the tenant allegedly having committed defaults and the landlord seeking eviction of the tenant from the property in question on the ground of default, it cannot legitimately be believed that the tenant in the face of such litigation would risk payment to the landlord without his insisting on conclusive proof of such payment having been made. The Rent Controller, therefore, while taking not of any such submission of the tenant has to take into account above referred circumstances and, therefore, while passing the final eviction order and specifying the exact amount payable, has to give credit and adjustment only to such amount which the tenant claims it has paid as has been conclusively established. Any claim of the tenant which is shrouded in doubt, or which does not have the trappings of any conclusive proof, has to be rejected."

12. Thereafter, a learned Single Judge of this Court in Bilasi Ram Vs. Bhanumagi, (2007) 1 ShimLC 88 , while considering the provisions of Section 14 held as follows:-

4. By now it is well established, in the light of the authoritative pronouncements by a Full Bench of this Court in the case of Wazir Chand Vs. Ambaka Rani and Another, (2005) 2 ShimLC 498 , based upon and in the light of the ratio in the case of Madam Mohan and another vs. Krishan Kumar Sood, reported in 1994 Supp (1) Supreme Court Cases 437, that the expression "amount due" occurring in the aforesaid third proviso includes the arrears of rent, the interest thereupon @ 9% per annum and the amount of costs. It is also a well settled proposition of law by now that if the tenant fails to deposit the amount due within a period of 30 days from the date of the order, the only option available in law is to enforce the eviction order. Whether the shortfall is Re. 1/- or the shortfall is more than Re. 1/-, if there is any shortfall in the deposit of the amount, the eviction order has to be executed, because by not depositing the amount due in its entirety, the tenant forfeits the concession granted to him under the aforesaid third proviso and the only option thereafter is to execute the eviction order.

5. While interpreting the aforesaid third proviso in the light of the fact situation that there occurred a shortfall, howsoever small, in the matter of deposit of the amount due, the Court cannot take into consideration either any extenuating circumstance or any circumstance based upon leniency or amplitude or any other circumstance which may be based upon or linked with any compelling reason or reasons of difficulty or discomfiture. If there is a shortfall with respect to the deposit of the amount due within a period of 30 days or if the amount due has not been deposited within the aforesaid period of 30 days and even if the deposit is late by one day, concession granted under the aforesaid third proviso immediately goes away. There is no escape to that."

9. In so far as the contention of the petitioner that the amount has not been correctly calculated or worked out by the learned Rent Controller is concerned, the petitioner was unable to convince this court in this regard. Moreover, the petitioner cannot be permitted to raise this ground more particularly when the same was not agitated before the learned Lower Appellate Authority.

10. This Court in exercise of its revisional jurisdiction is only entitled to satisfy itself as to the correctness, legality or propriety of any decision or order impugned before it. However, to satisfy itself to the regularity, correctness, legality or propriety of the impugned decision or order, this Court shall not exercise its powers as an appellate power to reappreciate or reassess the evidence for coming to a different finding on facts. Revisional power is not and cannot be equated with the power of reconsideration of all questions of fact as a Court of first appeal. This was so held by the Hon'ble Supreme Court in *Hindustan Petroleum Corporation Ltd. Vs. Dilbahar Singh*, (2014) AIRSCW 5018 : (2014) 9 SCALE 657 : (2014) 9 SCC 78 wherein after discussing various provisions of rent laws in India, the following conclusion was arrived at:-

"43. We hold, as we must, that none of the above Rent Control Acts entitles the High Court to interfere with the findings of fact recorded by the first appellate court/first appellate authority because on reappreciation of the evidence, its view is different from the court/authority below. The consideration or examination of the evidence by the High Court in revisional jurisdiction or examination of the evidence by the High Court in revisional jurisdiction under these Acts is confined to find out that findings of facts recorded by the court/authority below is according to law and does not suffer from any error of law. A finding of fact recorded by court/authority below, if perverse or has been arrived at without consideration of the material evidence or such finding is based on no evidence or misreading of the evidence or is grossly erroneous that, if allowed to stand, it would result in gross miscarriage of justice, is open to correction because it is not treated as a finding according to law. In that event, the High Court in exercise of its revisional jurisdiction under the above Rent Control Acts shall be entitled to set aside the impugned order as being not legal or proper. The High Court is entitled to satisfy itself as to the correctness or legality or propriety of any decision or order impugned before it as indicated above. However, to satisfy itself

to the regularity, correctness, legality or propriety of the impugned decision or the order, the High Court shall exercise its power as an appellate power to reappreciate or reassess the evidence for coming to a different finding on facts. Revisional power is not and cannot be equated with the power of reconsideration of all questions of fact as a court of first appeal. Where the High Court is required to be satisfied that the decision is according to law, it may examine whether the order impugned before it suffers from procedural illegality or irregularity."

11. In view of the aforesaid discussion and also taking into consideration the settled position of law, I find no infirmity, impropriety or illegality in the order passed by the learned Rent Controller as affirmed by the learned Appellate Authority. Accordingly, there is no merit in the revision petition and the same is dismissed, leaving the parties to bear their own costs.