



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CR-2250-2020 (O&M)

Manpreet Kaur

. . . . Petitioner

Vs.

Onkar Singh and Another

. . . . Respondents

Reserved on: 16.05.2025

Pronounced on: 23.05.2025

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Argued by:- Mr. R.S. Bains, Sr. Advocate with
Mr. Inderpal Singh Deol, Advocate
for the petitioner.

Mr. Amit Jain, Sr. Advocate with
Mr. Aryaman Thakur, Advocate
for the respondents.

DEEPAK GUPTA, J.

It is a case of reversal, inasmuch as rent petition filed under Section 13(3)(a) of the *East Punjab Urban Rent Restrictions Act, 1949* filed by landlady Smt. Manpreet Kaur (*petitioner herein*) seeking ejectment of the tenants Onkar Singh and another (*respondents herein*) from the demised premises i.e. ground floor of Bay No.845 of SCO 845-46, Sector 22A, Chandigarh on various grounds including *bona fide* necessity was accepted by learned Rent Controller vide order dated 31.07.2015, but the appeal filed by the tenants Onkar Singh and another (*respondents herein*) was accepted by learned Appellate Authority, Chandigarh, vide order dated 23.01.2020, thus rejecting the ejectment petition.

2. In order to avoid confusion, parties shall be referred as 'landlady' and 'tenant'.

Landlady's Case:

3. According to the case of the landlady, demised premises were leased out to the tenant vide lease deed dated 12.07.2007 at monthly rent of



₹15,525/- excluding electricity and water charges for the tenure of 20 years. Other terms and conditions were also stipulated in the said lease deed. Reference of previous pending litigation was made and then it was pleaded by the landlady that she is a graduate and that her children have grown up. She required the demised premises for setting up her own business i.e. a boutique. Request made to the tenant to vacate the demised premises went unheeded and hence the petition.

Tenant's Stand:

4. Opposing the petition, the tenants denied the relationship of landlord and tenant between the parties by submitting that lease deed dated 12.07.2007 was an invalid document conferring no right in favour of the landlady. It was further contended that no conveyance deed was ever executed in favour of the landlady and other allottees and thus, she was not the owner thereof. The tenants further denied the personal necessity of the landlady, as projected by her, submitting that ground floor of SCO 846 was on rent with M/s Ajit Singh. With these averments and controverting other averments of the petition, prayer was made for dismissal of the same.

5. Necessary issues were framed. Evidence produced by the parties was taken on record.

Finding of the Rent Controller:

6. Learned Rent Controller, Chandigarh held that there was a relationship of landlord & tenant between the parties. It was further held that the landlady had the *bona fide* personal necessity for the demised premises and as such, he ordered the ejectment of the tenants therefrom.

Observations & Decision of Appellate Authority:

7.1 Before the Appellate Authority, in addition to challenging the finding on the landlady's bona fide requirement, the tenants also argued that the eviction petition was not maintainable. They contended that since the lease term of 20 years had not yet expired, the landlady was barred from seeking eviction. However, the Learned Appellate Authority, relying on the judgment in



Laxmidas Bapudas Darbar v. Smt. Rudravva, 2001 (2) RCR (Rent) 323 (SC), held that the eviction petition was maintainable even though the lease period was still ongoing. The Authority also affirmed the Rent Controller's finding regarding the existence of a landlord-tenant relationship between the parties.

7.2 Nonetheless, the Appellate Authority disagreed with the Rent Controller's conclusion on the issue of the landlady's bona fide need. It was noted that after filing the eviction petition, the landlady had relocated to Canada. Based on the available evidence, it was observed that from 06.09.2012 until at least 19.09.2014—when her General Power of Attorney holder appeared in the witness box—she had been residing in Canada, with no indication of her having visited India during this time. Furthermore, the landlady did not testify herself to establish her claim of bona fide necessity, and instead, her husband appeared as her attorney to support the case. This weakened the credibility of her claim.

7.3 Additionally, the Appellate Authority noted that the landlady had executed a General Power of Attorney dated 14.12.2015 in favour of one Jitender Pal to manage her share in the demised property, suggesting she had no personal requirement for the premises. Taking all these factors into account, the Authority overturned the Rent Controller's finding regarding the landlady's bona fide need. Consequently, the tenants' appeal was allowed, and the eviction petition was dismissed.

Contentions of Ld. Senior Advocate for the petitioner – landlady:

8.1 Assailing the aforesaid reversal, it is contended by learned senior advocate for the petitioner-landlady that in view of Section 120 of the Indian Evidence Act, a husband can appear as a witness on behalf of the wife and there is no necessity even to produce any General Power of Attorney and therefore, no adverse inference could be raised due to non-appearance of the landlady.

8.2 It is further the contention of learned counsel that the *bona fide* necessity of the landlady, as was projected, was duly proved as she wanted to open a boutique in the demised shop. The husband/attorney of the landlady duly proved the said necessity and the tenants failed to prove that the said need



was not genuine. By referring to consistent position of law, it is contended that once it has been deposed on behalf of the landlady that she required the premises for her *bona fide* need, the said need is to be presumed and it is for the tenants to rebut the presumption, but they failed to do so. It has further been contended that simply because the landlady had gone in the meantime to Canada to stay with her children, it cannot be a ground to doubt her *bona fide* need. Attention is also drawn towards certain observations made by the Appellate Authority, in which it has been observed that the children of the landlady had settled in Canada and so, they were not likely to come back to India to start their business. It is contended that the said observations are absolutely beyond pleadings and evidence, inasmuch as the landlady had clearly stated that she required the premises for her own *bona fide* need, and had not pleaded about the *bona fide* necessity of her children.

8.3 With all these submissions, learned senior advocate prayed for setting aside the order as passed by the Appellate Authority and to restore the order of the Rent Controller, whereby ejectment of the tenants was directed.

Contentions of Ld. Senior Advocate for the respondents – tenants:

9.1 Refuting the above arguments with strong conviction, the learned senior advocate representing the tenant-respondents contended that the Appellate Authority had erroneously held the eviction petition to be maintainable. It was argued that the case of ***Laxmidas Bapudas Darbar (supra)***, relied upon by the Appellate Authority, was based on the provisions of the Karnataka Rent Control Act, which are not applicable to the present matter. In contrast, the proviso to Section 13(3)(a) of the applicable statute in the present case clearly stipulates that an eviction on the ground of bona fide requirement cannot be sought during the subsistence of the lease term.

9.2 Although learned senior advocate for the respondent-tenants does not dispute the petitioner's contention that under Section 120 of the Evidence Act, a husband is competent to appear as a witness for his wife, but it is argued that the Appellate Authority rightly concluded—based on the evidence on record—that the landlady failed to establish her bona fide requirement. This



conclusion was drawn in light of the fact that she had been residing in Canada and had shown no intention of returning to India, as she had not visited the country even once since the filing of the eviction petition.

9.3 With these submissions prayer is made for dismissal of the petition.

10. This Court has considered submissions of both the sides and has appraised the record carefully.

Analysis and findings by this court:

a) Legal position – bonafide need:

11. In cases where eviction is sought on the ground of bona fide requirement, the Rent Controller is required to see that the landlord's need is genuine and sincere, rather than a pretext to evict the tenant. As held by the Hon'ble Supreme Court in ***Adil Jamshed Frenchman (D) by legal heirs v. Sardar Dastur Schools Trust and others, 2005 (1) RCR (Rent) 284***, the requirement must reflect a real, honest, and immediate necessity—one that is not whimsical or fanciful. The test is whether, based on the material on record, a reasonable person in the landlord's position would naturally and sincerely need the premises. At the same time, the Rent Controller is not to presume that the landlord's requirement is not bona fide. Once the landlord establishes a prima facie case, a presumption of bona fide requirement arises, which the tenant may rebut. This principle was affirmed in ***Sarla Ahuja v. United India Insurance Company, 1998 (2) RCR (Rent) 533***, where Hon'ble Supreme Court emphasized that such a presumption is mandatory, when the landlord asserts personal necessity.

12. In this case, ejectment has been sought by the petitioner-landlady for her own *bona fide* need i.e. to set up her own business of a boutique. It is not her case that she wanted the demised premises for her children. Even in the evidence produced on behalf of the petitioner, there is nothing to show that she ever pleaded or proved that she required the premises for her children. As such, the observations made by the learned Appellate authority in para No.24 of its order to the effect that the *mala fide* intention of the petitioner could be gathered from the cross-examination, as her adult children are studying and residing



in Canada and that they will not return to India to start a business, are absolutely without pleading and evidence and without even carefully going through the contention of the petitioner-landlady.

13. It was specifically deposed by PW1 Dilawar Singh, the husband and General Power of Attorney holder of the petitioner-landlady, that the petitioner is a graduate, her children are grown up, and being unemployed, she intends to start her own business in the demised premises. He further stated that she neither occupies any other similar premises in the urban area of Chandigarh nor has she vacated such premises without sufficient cause since the commencement of the Rent Act. He also affirmed that she possesses adequate funds to commence the proposed business.

b) Evidence of husband for wife-landlady:

14. Further, while it is true that the landlady, Manpreet Kaur, did not personally step into the witness box but she examined her attorney-husband, Dilawar Singh, who testified to all the necessary elements of her bonafide claim for the demised premises. The Appellate Authority, however, rejected this testimony solely on the ground that the landlady herself did not appear to testify or submit to cross-examination. In doing so, reliance was placed on ***Vidhyadhar v. Manikrao and another, 1999 (3) SCC 573; Janki Vashdeo Bhojwani v. IndusInd Bank Ltd., 2005 (2) SCC 217; and M/s Shankar Finance and Investments v. State of Andhra Pradesh, AIR 2009 SC 422.***

15. However, this Court is of the view that learned Appellate Authority clearly fell in error as it ignored the provisions of Section 120 of the Indian Evidence Act, as per which '*in all civil proceedings the parties to the suit, and the husband or wife of any party to the suit, shall be competent witnesses.*' Even learned senior advocate for the respondents-tenants does not dispute the said legal proposition. This issue was also considered at great length by this Court in ***RSA-3800-1998*** titled ***Kishan Chand Vs. Balbir***, decided on 01.04.2025 wherein a similar contention had been raised and this Court held as under: -

“38. Still further, even Hon’ble Supreme Court in ***Rajesh’s case*** after referring to various precedents though emphasized that the plaintiff must



personally testify under oath and the plaintiff's Power of Attorney holder cannot speak on matters beyond his personal knowledge, but as explained by Hon'ble Supreme Court in ***Man Kaur's Case (supra)***, an exception exists when an attorney-holder, such as a close family member, exclusively manages the party's affairs. In such cases, their testimony may be accepted even on matters of bona fides or readiness and willingness—for example, a spouse solely handling the affairs of the other.

39. Thus, though there cannot be any dispute as to the principles of law enunciated in ***Janki Vashdeo Bhojwani's case; Man Kaur's case and Rajesh Kumar's case*** but when husband or wife depose on behalf of the plaintiff-spouse, then the said principle of law will not be applicable. A non-litigant spouse is a competent witness for the other spouse to litigation. Section 120 of the Indian Evidence Act permits the husband to give evidence in place and instead of his wife and vice versa even in the absence of a written Authority or Power of Attorney. Such a witness is entitled to depose not only the facts within his/her knowledge but also within the knowledge of his/her spouse."

16. Thus, it is clear from the aforesaid legal position that a husband can appear as a witness for his wife and therefore, *bona fide* necessity of the petitioner in the present case could not be disbelieved simply because that she had not appeared in the witness box and rather, had examined her husband.

c) bonafide need - evidence:

17. Moving forward, the Appellate Authority observed that the petitioner had been residing in Canada at least since 06.09.2012—the date on which she executed the General Power of Attorney (Ex. PW1/2) in favour of her husband—until 19.09.2014, when her husband, Dilawar Singh, appeared for cross-examination. It reasoned that had her need been genuinely bona fide, she would have returned to India. The fact that her children were also settled and studying in Canada, with no intention of starting a business in India, was cited to support the conclusion of mala fide intent.

18. However, this reasoning is flawed. As already noted, the petitioner never claimed the premises for the bona fide need of her children, but for her



own personal use. Her continued stay in Canada during the pendency of the petition cannot be a valid basis to doubt her bona fide requirement. A landlord is not expected to remain physically present in India throughout the litigation period simply to demonstrate the sincerity of their need or to await possession of the premises.

19. The Appellate Authority also relied on additional documents submitted by the tenants during the appeal—namely, a General Power of Attorney dated 14.12.2015 executed by the petitioner in favour of Jitenderpal Singh concerning her share in SCO No. 845-846, Sector 22A, Chandigarh, along with a compromise/settlement deed dated 12.07.2007. These documents were admitted into the record. Based on the GPA, it was concluded that the petitioner, intending to permanently settle in Canada, and was unable to manage her property in India, thus negating her claim of bona fide need.

20. This Court, however, disagrees with that conclusion. The compromise deed dated 12.07.2007 indicated that although there had initially been an agreement to sell the property, it was cancelled the same day and replaced with a lease agreement. The mere existence of a previous agreement to sell does not conclusively prove an intent to dispose of the property permanently. There is no evidence to show why the sale was cancelled or that the petitioner took any subsequent steps to sell the property after that date.

21. As for the General Power of Attorney in favour of Jitenderpal Singh, it merely empowered him to manage the petitioner's share in the SCO—not to sell it. There is no indication that she authorized him to transfer ownership. Therefore, granting someone the authority to manage a property cannot be equated with relinquishing ownership or interest in it. This, by itself, is insufficient to conclude that the petitioner lacked a bona fide need for the premises or intended to part with it permanently.

22. In view of the aforesaid discussion, this Court is of the view that learned Appellate Court has wrongly upset the finding of the learned Rent



Controller, whereby ejectment of the tenant was ordered on the ground of *bona fide* necessity of the landlord.

d) Effect of terms of lease deed between the parties:

23. However, there is another reason for dismissal of the present appeal and eventual dismissal of the ejectment petition. This is the terms and conditions of the lease dated 12.07.2007 Ex-PW-1/3 (*Annexure P-1*), as per which petitioner-landlady has rented out the demised premises to the tenants-respondents for a period of 20 years commencing w.e.f. 12.07.2007 to 11.07.2027.

24. The specific contention of learned senior advocate for the respondents-tenants is that in view of this term in the lease deed, the ejectment petition is pre-mature and so, not maintainable; whereas learned Senior Advocate for the petitioner-landlady argues that provisions of the Rent Act overrides the provisions of general law and, therefore, in case petitioner-landlord is able to make out the case on any of the grounds specified in the Rent Act, then any such condition i.e. the lease period will not come in her way to seek the ejectment of the tenant.

25. This Court does not agree with the contention raised by learned senior advocate for the petitioner in this regard. Section 13(3) of the ***East Punjab Urban Rent Restrictions Act, 1949*** reads as under:

“(3) (a) A landlord may apply to the Controller for an order directing the tenant to put the landlord in possession -

(i) in the case of a residential building if -

(a) he requires it for his own occupation;

(b) he is not occupying another residential building, in the urban area concerned; and

(c) he has not vacated such a building without sufficient cause after the commencement of this Act, in the said urban area;



(d) it was let to the tenant for use as a residence by reason of his being in the service or employment of the landlord, and the tenant has ceased, whether before or after the commencement of this Act, to be in such service or employment:

Provided that where the tenant is workman who has been discharged or dismissed by the landlord from his service or employment in contravention of the provisions of the Industrial Disputes Act, 1947, he shall not be liable to be evicted until the competent authority under that Act confirms the order of discharge or dismissal made against him by the landlord.

(i-a) In the case of a residential building, if the landlord is a member of the armed forces of the Union of India and requires it for the occupation of his family and if he produces a certificate of the prescribed authority, referred to in Section 7 of the Indian Soldiers (Litigation) Act, 1925, that he is serving under special conditions within the meaning of Section 3 of the Act.

Explanation. - For the purposes of this sub-paragraph -

(1) the certificate of the prescribed authority shall be conclusive evidence that the landlord is serving under special conditions; and

(2) "family" means such relations of the landlord as ordinarily live with him and are dependent upon him;]

(ii) in the case of rented land, if –

(a) he requires it for his own use;

(b) he is not occupying in the urban area concerned for the purpose of his business any other such rented land; and

(c) he has not vacated such rented land without sufficient cause after the commencement of this Act, in the urban area concerned;

(iii) in the case of any building or rented land, if he requires it to carry out any building work at the instance of the Government or local authority or any Improvement Trust under some improvement or development scheme or if it has become unsafe or unfit for human habitation;



(iv) in the case of any residential building, if he requires it for use as an office, or consulting room by his son who intends to start practice as a lawyer or as a "registered practitioner" within the meaning of that expression as used in the Punjab Medical Registration Act, 1916, or for the residence of his son who is married, if –

(a) his son as aforesaid is not occupying in the urban area concerned any other building for use as office, consulting room or residence, as the case may be; and

(b) his son as aforesaid has not vacated such a building without sufficient cause after the commencement of this Act, in the urban area concerned:

Provided that where the tenancy is for a specified period agreed upon between the landlord and the tenant, the landlord shall not, except under sub-paragraph (i-a), be entitled to apply under this sub-section before the expiry of such period:

Provided further that where the landlord has obtained possession of a residential building or rented under the provisions of sub- paragraph (i) or sub-paragraph (ii) he shall not be entitled to apply again under the said sub-paragraphs for the possession of any other building of the same class or rented land:

Provided further that where a landlord has obtained possession of any building under the provisions of sub-paragraph (iv) he shall not be entitled to apply again under the said sub-paragraph for the possession of any other building for the use of, or as the case may be, for the residence of the same son.”

26. The first proviso to the above-said provision mandates that where the tenancy is for a specified period agreed upon between the landlord and tenant, the landlord shall not, except under sub paragraph (i-a), be entitled to apply under this sub Section before the expiry of the such period.

27. The use of the word ‘shall’ in this said proviso makes it mandatory that a landlord cannot seek the ejectment of the tenant on the ground of



bonafide need, when the tenancy is for a specified period. The exception carved out in this regard is when the ejectment is sought under sub Paragraph (i-a). Said paragraph i.e. exception is applicable, if the landlord is a member of the Armed Forces of the Union of India and requires it for the occupation of his own family and produces necessary certificate in this regard.

28. In the present case, it is not the case of the petitioner-landlady that she is a member of Armed Forces of Union of India and as such, the said exception sub paragraph (i-a) is not applicable to this case.

29. In order to hold the petition as maintainable despite the stipulated period in the lease deed, the Appellate Authority has referred to ***“Laxmidas Bapudas Darbar v. Smt. Rudravva” (Supra)***. In that case Hon’ble Supreme Court was dealing with a case under Karnataka Rent Control Act, Section 21 of which provides as under:-

“Protection of tenants against eviction - Notwithstanding anything contained in any other law or contract, no order or decree for recovery of possession of any premises shall be made by any Court or other authority in favour of the landlord and against the tenant.

Provided that the Court may on an application in writing make an order for recovery of possession of the premises on one or more of the following grounds, namely, _____.”

30. While interpreting the abovesaid provision i.e. Section 21 of the Karnataka Rent Control Act, it was held by Hon’ble Supreme Court as under:-

“17. It may have to be scrutinized as to what extent the provisions of [Section 21](#) of the Karnataka Rent Act shall have an overriding effect over any other law or a contract. The Rent Acts have primarily been made, if not wholly, to protect the interest of tenants, to restrict charging of excessive rent and their rampant eviction at will. In that view of the matter [Section 21](#) of the Karnataka Rent Act provides that notwithstanding anything to the contrary contained in any contract, no order for eviction of a tenant shall be made by Court or any other authority. Undoubtedly, it is a provision providing statutory protection to



the tenants as it is also evident from the heading of [Section 21](#) of the Act. This prohibition is however relaxed under the proviso saying that an order for recovery of possession of the premises can be made on an application made on that behalf only on the grounds as enumerated in clauses (a) to (p) to the Proviso. The non-obstante clause contained under [Section 21](#) of the Act, will override any condition in any contract which may provide a ground for eviction other than those enumerated in Clauses (a) to (p) of Sub-section (1) of [Section 21](#). Such an additional ground in a contract shall be rendered ineffective. The use of the word 'only' in the Proviso is significant to emphasize that it relates to grounds alone which cannot be added over and above as provided. The whole contract or other conditions not related to eviction or grounds of eviction shall not be affected. So far a fixed term lease is concerned, it shall be affected only to the extent that even after expiry of period of the lease the possession cannot be obtained by the lessor unless one or more of the grounds contained in [Section 21](#) of the Act are available for eviction of the tenant. There is nothing to indicate nor it has been held in any case that in view of [Section 21](#) of the Karnataka Rent Act a contract of fixed term tenancy stands obliterated in totality. As indicated in the earlier part of this judgment in the case of ***Dhanapal Chettiar***, it has been observed in Paragraph 5 that none of the State Rent Acts have abrogated or affected the provisions of [Section 107](#) of the Transfer of Property Act, which provides for lease of immovable property from year to year or for a term more than a year or reserving a yearly rent. As indicated earlier, the Proviso to sub-section (1) of [Section 21](#) of the Karnataka Rent Act limits the grounds on which landlord can seek eviction of a tenant. Nothing has been indicated by reasons of which it can be concluded that a contract of tenancy loses significance on coming into force of the [Karnataka Rent Act](#). The effect of non obstante clause, in our view has been rightly explained in the Full Bench decision in the case of [Sri Ramakrishna Theatres Ltd. versus General Investments and Commercial Corporation Ltd. & Ors.](#) AIR 1993 Karnataka 90. In one of the decision of this Court reported in 1989 (2) S.C.C. 686, [Modern Hotel versus V.K. Radhakrishnaiah](#), it has been held that period of a subsisting lease for fixed term could not be curtailed in absence of a forfeiture clause in the lease. The effect of the non-obstante clause contained under [Section 21](#) of the Karnataka Rent Act on the fixed term contractual lease may be explained as follows:-



(i) On expiry of period of the fixed term lease, the tenant would be liable for eviction only on the grounds as enumerated in Clauses (a) to (p) of Sub-section (1) of [Section 21](#) of the Act.

(ii) Any ground contained in the agreement of lease other than or in addition to the grounds enumerated in Clauses (a) to (p) of Sub-section (1) of [Section 21](#) of the Act shall remain inoperative.

(iii) Proceedings for eviction of a tenant under a fixed term contractual lease can be initiated during subsistence or currency of the lease only on a ground as may be enumerated in Clauses (a) to (p) of Sub-section (1) of [Section 21](#) of the Act and it is also provided as one of the grounds for forfeiture of the lease rights in the lease deed, not otherwise.

(iv) The period of fixed term lease is ensured and remains protected except in the case indicated in preceding paragraph.”

[underlined portion emphasized by this court]

31. It is clear that it is because of non-obstante clause contained in Section 21 of the Karnataka Rent Control Act that it was held that it will override any other condition in any contract, which provides a ground for eviction other than those enumerated in some specific clauses of Section 21.

32. In the present case, the proviso to Section 13(3)(i) contained in the East Punjab Urban Rent Restriction Act, 1949, as has been reproduced above does not provide any such non-obstante clause. As such, the authority rendered by Hon’ble Supreme Court in **“Laxmidas Bapurdas Darbar v. Smt. Rudravva” (Supra)** is not applicable to this case.

33. In order to contend that despite stipulation of specified lease period, the ejectment petition is still maintainable before expiry of the lease period under the provisions of East Punjab Urban Rent Restriction Act, 1949, learned Senior Advocate for the petitioner-landlady has also referred to **“Rakesh Rishi Vs. Bakshish Kaur”, 2013(4) PLR 401**. However, the perusal of the said authority would reveal that, that case pertained to Section 13-B of the East Punjab Urban Rent Restriction Act, 1949. Section 13-B provides a right to the



landlord to recover immediate possession of the residential building or scheduled building and/or non-residential building to accrue to non-resident Indian. Meaning thereby, this Section 13-B is applicable when the landlord is a non-resident Indian. The perusal of Section 13-B would further reveal that there is no such condition like proviso to Section 13(3)(a), putting an embargo on the right of the landlord to seek the ejectment of the tenant, when there is a specified lease period provided in the agreement between the parties. As such, **“Rakesh Rishi Vs. Bakshish Kaur”** is also of no help to advance the case of the petitioner.

34. Learned Senior Advocate for the petitioner also refers to **“Paramjit Kaur Vs. Satya Gupta”, 1996(2) Rent LR 319**, wherein the lease of land was for a period of 06 years. The tenant was not paying rent. Petition under the provisions of Haryana Urban Control of Rent and Eviction Act, 1973 was filed. It was held by a Co-ordinate Bench of this Court that landlord was entitled to eject the tenant under the Rent Act and that the contention that before expiry of the lease period, landlord was not entitled for ejectment of tenant but could only recover arrears of rent, was not tenable. While holding so, this Court has referred to **“Lakshmi Venkateshwara versus Syeda Vajhiunnissa” 1994(1) RCR 635 (SC)**, wherein it had been held that where the landlord had granted the lease of the land to the tenant for 32 years and the tenant stopped paying the rent, the parties would be governed by the Rent Act and ejectment can be sought under the Rent Act on the ground of non-payment of rent.

35. I am afraid the said contention is without any merit. In **“Laxmidas Bapurdas Darbar v. Smt. Rudravva”** case, the abovesaid judgment i.e. **“Lakshmi Venkateshwara versus Syeda Vajhiunnissa”** has also been referred. Hon’ble Supreme Court held as under:-

“11. **Sri Lakshmi Venkateshwara Enterprises (supra)** while holding that provisions of the [Rent Control Act](#) would be applicable to a fixed term contractual lease relied upon a decision reported in [AIR 1979 S.C. 1745 Dhanapal Chettiar versus Yesodai Ammal & Anr.](#) It is further observed in **M/s. Bombay Tyres** that interpretation of [Dhanapal Chettiars case](#) given by the



Supreme Court in *Sri Lakshmi Venkateshwara Enterprises* (supra) is binding on it. It will be beneficial to peruse Paragraph 15 of the judgment in *M/s. Bombay Tyres* which is quoted below:

It was contended by the learned counsel for the tenants that the decision of the Supreme Court in [Dhanpal Chettiars](#) case AIR 1979 S.C. 1745 is confined only to a case of determination of a lease under [S.106](#) of the T.P. Act and that the principles cannot be extended to cases where a term is provided for in the lease. Learned counsel also relied on various observations of the Supreme Court in [the above decision](#) in support of his case. But we are afraid that we cannot accept the contention of the learned counsel for the tenants. *In Sri Lakshmi Venkateshwara Enterprises case (ILR (1994) Karnataka 1659), the Supreme Court has considered the very same decision and has stated that the above decision clearly holds that the provisions of the [Rent Control Act](#) would apply notwithstanding the contract.* The effect of the decision in [Dhanpal Chettiars](#) case is stated by their Lordships of the Supreme Court and we are bound by the same. This Court cannot take a different view as to what was [laid down in Dhanpal Chettiars](#) case. What is decided in [Dhanpal Chettiars](#) case is stated by their Lordships in paragraph 11 of the Judgment of *Sri Lakshmi Venkateshwara Enterprises* case. It is to the effect that the provisions of the [Rent Control Act](#) would apply de hors the contract. When the Supreme Court has laid down the law to that effect, this Court has necessarily to follow the same and we do so.”

36. It is clear from the aforesaid observations of Hon’ble Supreme Court that ***Sri Lakshmi Venkateshwara Enterprises case*** was also pertaining to the provisions of the Karnataka Rent Control Act and not the provisions of East Punjab Urban Rent Restriction Act and so, it is not applicable to present case.

37. It may also be clarified here that the embargo to seek ejectment of the tenant, when there is a specified lease period before the expiry of lease term, is only when the ejectment is sought on the ground of bonafide need under Section 13(3)(a) of East Punjab Urban Restriction Act. There is no such



embargo, when the ejectment is sought on any other grounds available under the Act, because the proviso as discussed above is applicable only to Section 13 (3) (a) i.e. when ejectment is sought on the ground of bonafide need.

38. Since in the present case, the ejectment was sought by the landlady-petitioner on the ground of bonafide need and there is a specified lease period as per the lease deed (Ex.PW1/3), which is to expire in July, 2027, therefore, this Court has no hesitation to conclude that the ejectment petition as filed by the petitioner-landlady was not maintainable prior to expiry of lease period and as such, the ejectment petition is hereby dismissed and consequent thereto, the present appeal is hereby dismissed.

Pending application(s), if any, also stands disposed of.

(DEEPAK GUPTA)
JUDGE

23.05.2025
Neetika Tuteja

Whether speaking/reasoned?	Yes
Whether reportable?	Yes