

Before V.M. Jain, J

INDER DUTT VIJ— *Petitioner/Tenant*

versus

PARAMJIT SINGH— *Respondent/Landlord*

C.R. No. 3770 of 1985

21st November, 2002

East Punjab Urban Rent Restriction Act, 1949—S. 13—Non-payment of rent—Ejectment of the tenant—Dispute regarding title of the demised premises after the death of landlord pending in the Court—Tenant depositing the arrears of rent in an interpleader suit filed by him against the persons claiming themselves to be the landlord—Whether such a deposit is deemed to be a valid deposit—Held, yes—Tenant not required to deposit the rent again in the ejectment petition—Ejectment order passed by the Courts below liable to be set aside.

Held, that the Courts below had committed illegality in ordering the ejectment of the petitioner—tenant from the house in question on the ground of non-payment of rent, even when the tenant had already deposited the arrears of rent for the disputed period before the Civil Court, in the interpleader suit filed by him against the present landlord-respondent and one Gulzar Singh, who was also claiming himself to be the landlord.

(Para 7)

Further held, that it could not be said that the deposit made by the petitioner-tenant before the Civil Court in the interpleader suit was to be ignored nor it could be said that the tenant was required to deposit the rent again in the present ejectment petition to avoid his eviction. On the other hand, the deposit of arrears of rent in the interpleader suit would be deemed to be valid deposit and the tenant cannot be ordered to be ejected from the house in question, on the ground of non-payment of rent.

(Para 10)

R.K. Battas, Advocate, for the petitioner.

S.M. Chopra, Advocate, for the respondent.

JUDGEMENT

V.M. JAIN, J

(1) This revision petition has been filed by the petitioner-tenant against the orders passed by the Courts below, whereby the Rent Controller had ordered the ejection of the petitioner-tenant from the house in question and the appeal filed by the tenant was dismissed by the Appellate Authority.

(2) The facts in brief are that Paramjit Singh—landlord filed a petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949, against Inder Dutt Vij-tenant, seeking his ejection from the demised premises on the ground of non-payment of rent. It was alleged that Inder Dutt Vij was a tenant under Smt. Gomti at the rate of Rs. 40 p.m. and that Smt. Gomti died in December, 1970 and Paramjit Singh was held as owner of the house in dispute after her death,—*vide* judgment dated 30th November, 1978. It was alleged that in the said case, Inder Dutt Vij (tenant) was also a party and that Paramjit Singh was entitled to seek eviction of the tenant from the property in dispute, on the ground of non-payment of rent since December, 1970.

(3) The ejection petition was contested by the tenant. The tenant tendered the arrears of rent from 1st September, 1976 to 31st March, 1979 alongwith interest and costs and the tender was accepted by the landlord under protest, on the plea that the tender was less. In the written statement, it was denied by the tenant that Paramjit Singh alone was entitled to receive the rent after the death of Smt. Gomti. It was further alleged that an appeal was still pending in the High Court against the judgment dated 30th November, 1978. It was alleged that in fact after the death of Smt. Gomti, Paramjit Singh and Gulzar Singh both claimed themselves to be the owner of the property in dispute and in order to get adjudication about title, a suit was filed by Paramjit Singh against Gulzar Singh. It was alleged that during the pendency of the said suit, Gulzar Singh filed an ejection petition on 28th May, 1976 against the tenant under Section 13 of the East Punjab Urban Rent Restriction Act, 1949. It was alleged that as a

result thereof the tenant had to file an interpleader suit on 4th August, 1976 by impleading Gulzar Singh and Paramjit Singh as defendants. It was alleged that in the said suit, he (tenant) had deposited the arrears of rent amounting to Rs. 3,280 from December, 1970 to August, 1976 along with interest and costs, on 9th August, 1976, as per the orders of the Court. It was alleged that as a result, the ejection petition filed by Gulzar Singh was stayed and ultimately the interpleader suit was also stayed because the earlier suit for the determination of the title was already pending between the parties. It was alleged that under those circumstances, the tenant has tendered the arrears of rent from September, 1976 to March, 1979 and that the tender was valid.

(4) After hearing both sides, the learned Rent Controller found that the tenant was liable to be ejected from the demised premises, on the ground of non-payment of rent. Resultantly, the ejection order was passed against the tenant. The appeal filed by the tenant was dismissed by the learned Appellate Authority, upholding the findings of the learned Rent Controller. Aggrieved against the same, the tenant filed the present revision petition in this Court.

(5) I have heard the learned counsel for both the parties and have gone through the records carefully.

(6) In my opinion, the present revision petition must succeed and the order of ejection passed by the Courts below must be set aside. Admittedly, the tenant had tendered the arrears of rent from 1st September, 1976 to 31st March, 1979 along with interest and costs in the present ejection petition. With regard to the earlier period, from December, 1970 to August, 1976, the case of the tenant was that he had already deposited the said amount in the Civil Court, as per the orders of the Civil Court, Ex. R8, passed in the interpleader suit filed by the tenant. However, the Appellate Authority ordered the ejection of tenant, holding that the amount deposited in the interpleader suit was not *per se* payable to Paramjit Singh landlord, simply in view of the judgment Ex. A4 passed by the Civil Court declaring his title. It was found that proceedings in the interpleader suit had already been stayed and no order of discharge had been passed in that suit in favour of the tenant. It was found that the tenant had deposited the arrears of rent in the interpleader suit for

payment to the rightful claimants, who may be ultimately found entitled to receive the same. It was further held that no notice about the depositing of said rent in the interpleader suit was issued to the present landlord namely, Paramjit Singh and as such the tenant was liable to tender the arrears of rent, even for the period from December, 1970 to August, 1976, to entitle him to avoid his eviction on the ground of non-payment of rent.

(7) In my opinion, the Courts below had committed illegality in ordering the ejectment of the petitioner-tenant from the house in question on the ground of non-payment of rent, even when the tenant had already deposited the arrears of rent for the disputed period before the Civil Court, in the interpleader suit filed by him against the present landlord Paramjit Singh and one Gulzar Singh, who was also claiming himself to be the landlord.

(8) In *Sheo Narain versus Sher Singh (1)* it was held by the Hon'ble Supreme Court that where the tenant had deposited the arrears of rent even before the first date of hearing, it was a solid proof of his *bonafides* in the matter and the legal position would be, in fact, that if the rent is deposited before the first date of hearing, it will be deemed to have been deposited on the date of the hearing also, because the deposit continues to remain in the Court on that date and the position would be as if the tenant has deposited the rent in Court for payment to the landlord. It was further held that under such circumstances, the High Court was not at all justified in directing the ejectment of the tenant on the ground of non-payment of rent.

(9) In *Mangat Rai and another versus Kidar Nath and others (2)*, it was held by the Hon'ble Supreme Court that under Section 31 of the Punjab Relief of Indebtedness Act, 1934, any person who owes money is entitled to deposit in Court the money owed either in full or in part in the name of his creditor. It was further held that this provision would apply even to a tenant who owes money to his landlord by way of rent due and he can also enjoy the facility provided by Section 31 of the said Act. It was further held that where a tenant has deposited the arrears of rent due to him in Court under Section 31 of the said Act, even prior to the filing of eviction petition, he is

(1) AIR 1980 SC 138

(2) AIR 1980 SC 1709

entitled for protection under the proviso to Section 13(2) of the East Punjab Urban Rent Restriction Act. It was further held in the said authority that where the rent has been deposited along with interest and costs before the first date of hearing, the proviso to Section 13(2) of the Rent Act stand complied with and it could not be said that the deposit must be made only on the date of first hearing.

(10) In view of the law laid down by the Hon'ble Supreme Court, in the above mentioned authorities, in my opinion, it could not be said that the deposit made by the petitioner tenant before the Civil Court, in the interpleader suit was to be ignored, nor it could be said that the petitioner-tenant was required to deposit the rent again in the present ejectment petition to avoid his eviction. On the other hand, in my opinion, the deposit of arrears of rent in the interpleader suit would be deemed to be valid deposit and the tenant cannot be ordered to be ejected from the house in question, on the ground of non-payment of rent.

(11) For the reasons recorded above, in my opinion, the Courts below had erred in law in ordering the ejectment of the petitioner-tenant from the house in question on the ground of non-payment of rent. Accordingly, the present revision petition is allowed. The ejectment order passed by the Courts below are set aside and the ejectment petition filed by the landlord is dismissed. No order as to costs.

R.N.R.

Before S.S. Saron, J

EX. 720080444 L/NK RAM SINGH RAI—*Petitioner*

versus

UNION OF INDIA & OTHERS—*Respondents*

C.W.P. No. 6845 of 1993

13th September, 2002

Constitution of India, 1950—Art. 226—C.R.P.F. Act, 1949—Ss. 9, 10 & 11—C.R.P.F. Rules, 1955—Rl. 27—Charges against a member of the force of disobedience, neglect of duty & remissness in discharging duties—Disciplinary authority issuing memo of charges