

Lakhi Ram v. Lakhi Ram (Mahajan, J.)

The language of this sub-section clearly shows that it relates to evacuee property or any other immovable property forming part of the compensation pool. If the property has ceased to be evacuee property, or part of the compensation pool on the date the action for dispossession is taken, the authorities under the Act will have no jurisdiction to do so. The property ceases to be evacuee property and goes out of the compensation pool when it is sold and the title is conferred on the purchaser by the issue of a sale certificate. The Rehabilitation authorities under the Act cease to have any jurisdiction in respect of that property thereafter. The appellants have become owners of the land purchased by them in 1958 by the issue of sale certificate in their favour and, therefore, can exercise all rights of ownership like any other owner with regard to that land. They can follow their legal remedies for dispossessing respondents 3 and 4 but they have no right to insist that the Rehabilitation authorities under the Act should deliver the possession of the land to them merely because it was sold by them in a public auction. There is thus no substance in this appeal which is dismissed with costs. Counsel's fee Rs. 100.

MEHAR SINGH, C.J.—I agree.

B. S. G.

REVISIONAL CIVIL

Before D. K. Mahajan, J

LAKHI RAM,—Petitioner

versus

LAKHI RAM,—Respondent

C.R. No. 97 of 1970

May 15, 1970

East Punjab Urban Rent Restriction Act (III of 1949)—Section 13(2)—Tender by tenant of arrears of rent plus interest and costs on the first date of hearing—Such tenant however disputing liability to pay interest and costs—Tender of the amount—Whether valid.

Held, that it is open to a tenant to pay the entire amount due from him and also dispute his liability for the same. The matter is different if the amount tendered is short or its payment to the landlord is made conditional. The tender is a valid tender, if no conditions as to payment

of the amount to the landlord are attached to it. Hence where a tenant tenders the arrears of rent plus interest and costs on the first date of hearing, but makes a statement that he is not liable to pay interest and costs, it does not in any manner invalidate the tender.

Petition under section 15(V) of East Punjab Urban Rent Restriction Act, 1949, for revision of the order of Shri Gurnam Singh, Appellate Authority, District Judge, Rohtak, dated the 5th December, 1969 reversing that of Shri S. B. Ahuja, Rent Controller, Additional Sub-Judge, vst Class, Rohtak, dated the 28th January, 1969, directing the respondent to put petitioner in possession of the premises in dispute and allowing the respondent three months time to vacate the premises from 28th January, 1969.

H. L. SARIN, SENIOR ADVOCATE, WITH H. S. AWASTHY, ADVOCATE, for the Petitioners.

SUBHASH CHANDER KAPUR, ADVOCATE, for the Respondents.

ORDER

D. K. MAHAJAN, J.—(1) This petition for revision is directed against the decision of the Appellate Authority, reversing on appeal the decision of the Rent Controller, ordering eviction of the tenant. The learned counsel for the petitioner has raised a very limited contention. It is that no doubt the payment made on the first date of hearing covers the entire amount due as arrears of rents plus interest and costs, yet it is not a valid tender because on the 27th of February, 1968, a statement was made by the tenant that he was not liable for interest and costs. Reliance in particular is placed on the first part of the proviso to section 13(2) of the East Punjab Urban Rent Restriction Act, 1949.

(2) After hearing the learned counsel for the petitioner I don't agree that the tenant has made a default. It was open to the tenant to pay the entire amount due from him and also dispute his liability for the same. The matter would be different if the amount tendered was short or its payment to the landlord had been made conditional. In the present case whatever was due to the landlord on the first date of hearing was tendered. It does not matter if the amount tendered was the exact amount due or it was in excess of it. The tender would be a valid tender, if no conditions as to payment of the amount to the landlord are attached to it. In the present case no such conditions were attached. The fact that according to the statement of the tenant no interest or costs were due, does not in any manner invalidate

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the tender. To say the least the contention raised is hypertechnical, and is, therefore, rejected.

For the reasons recorded above, this petition fails and is dismissed. There will be no order as to costs.

B.S.G.

REVISIONAL CIVIL

Before D. K. Mahajan, J

BACHITTAR SINGH,—Petitioner

versus

M/S. PUNJAB WOOLLEN TEXTILE MILLS,—Respondent

Civil Revision No. 225 of 1969

May 15, 1970

Payment of Wages Act (IV of 1936)—Section 15—Order of dismissal or termination of an employee—Whether can operate retrospectively.

Held, that an order of dismissal or termination of service passed by the employer cannot be made operative with retrospective effect. There is no provision in Payment of Wages Act, 1936, or any other law according to which an employer can order forfeiture of service of his employees on their dismissal or termination of their services thus leading to deprivation of wages otherwise claimable by them under the Act. (Para 1)

Petition under Article 227 of the Constitution of India for revision of the order of Shri J. S. Chatha, Additional District Judge, Amritsar, dated 14th August, 1968 affirming that of Shri Dev Raj Saini, Senior Sub-Judge (Authority under the Payment of Wages Act), Amritsar, dated 16th June, 1967 dismissing the petition and leaving the parties to bear their costs.

BALBIR SINGH BINDRA, ADVOCATE, for the Petitioner.

O. P. ARORA, ADVOCATE, for the Respondent.

JUDGMENT

MAHAJAN, J.—(1) This order will dispose of Civil Revisions Nos. 225 and 796 of 1969. Both the petitions cover the same period. The controversy has been narrowed down because the petitioner has dropped the contention that he is entitled to question the order of dismissal before the Authority under the Payment of Wages Act. He has confined his contention to the payment of wages for the period from 1st October, 1966 to 15th of February, 1967. His contention is that the order of dismissal was passed on the 15th of February, 1967, and the order could not be made operative with effect from 1st October, 1966. This contention is sound and must prevail. In this connection reference