learned District Judge that there was balance of convenience in favour of the respondent, as also *prima facie* case and that if the injunction was not granted she will suffer irreparable loss by being dispossessed from the property in dispute in execution of the eviction order, is perfectly sound and not to be altered in this petition. Accordingly the order is left uninterfered with. The petition is thus dismissed. It is made clear that nothing said herein would affect the merits of the case. The respondent shall have his costs.

(4) Let the suit be expedited.

N.K.S.

Before S. P. Goyal and G. C. Mital, JJ.

RAM KISHAN AND OTHERS,—*Petitioners.*

versus

MAST RAM AND ANOTHER,—*Respondents.*

Civil Writ Petition No. 842 *of* 1985.

August 26, 1985.

Punjab Security of Land Tenures Act (*X of* 1953)—*Sections* 9(1) (*ii*) *and* 14-*A*(*i*)—*Landowners seeking ejectment of their tenants on the ground that the latter failed to pay rent regularly without sufficient cause—Application filed in Form 'L' containing no details of the defaults committed by the tenants—Such an Application—Whether could be rejected outright—Mentioning of detailed particulars of the defaults—Whether necessary.*

Held, that mere recital of the words contained in form 'L' could not be enough to claim ejectment of the tenant or to furnish data for the Assistant Collector even to initiate proceedings. Even in the absence of any note authorising giving of particulars, it would be required from the landowner to state as to which crop or crops the tenant had failed to cultivate without sufficient cause and the custom prevailing in the locality about the manner and extent of cultivation and the failure in this behalf. All these provisions specifying different forms are enabling and they merely give a guide on the

basis of which relief can be sought but the detailed facts have to be mentioned. The Form 'L' or the forms of plaints, written statement or objections appended to the Code of Civil Procedure are not such mandatory forms that no additions or alterations can be made therein. Thus, in all applications filed in form 'L' whether under one clause or the other, while taking the clause under which relief is claimed, it is the duty of the applicant to give details to claim relief under that clause and to this extent all possible additions can be made by the applicant by adding paragraphs in that form. Where the landowners merely stated the words of 'Form 'L' and did not give particulars and details as to for which crop or crops the rent was not paid or how there was delay in payment, the applications could be rejected outright by the Assistant Collector showing no cause of action.

(Paras 4, 5 and 6).

Surja *v.* State of Haryana, 1980 P.L.J. 177.

(OVER *RULED.*)

Writ Petition under Articles 226/227 *of the Constitution of India Praying that*:—

(*i*) *the records of the case may be called for and after perusal of the same, an appropriate writ in the nature of certiorari quashing the impugned order dated* 20th *September,* 1984 *passed by the Financial Commissioner respondent No.* 2 (*Annexure P.* 4).

(*ii*) *any other appropriate writ, order or direction which this Hon'ble Court may deem fit and proper in the circumstances of the case may be granted;*

(*iii*) *Cost of this writ petition may be awarded to the petitioners and issuance of prior notices to the respondents and filing of the certified copies of Annexures be dispensed with.*

It is further prayed that during the pendency of this writ petition, the dispossession of the petitioners from the land in dispute may kindly be stayed.

Nand Lal Dhingra, Advocate, *for the Petitioner.*

S. K. Goyal, Advocate, *for the Respondent.*

JUDGMENT

(1) This order will dispose of C.W.P. Nos. 842, 1364 and 1365 of 1985 as similar/common questions arise therein. In all these cases the landlords are the same but there are three different sets of tenants.

(2) On 4th August, 1981, the landowners filed three separate applications, one against each set of tenants, under section 14-A(i) of the Punjab Security of Land Tenures Act, 1953 (hereinafter referred to as the Act) in Form-L on the ground that the tenants have failed to pay rent regularly without sufficient cause which is one of the grounds of ejectment contained in section 9(1) (ii) of the Act. In the application filed in Form 'L' no details were given and it was not specified as to rent for which crop or crops was not paid or was paid after undue delay without sufficient cause, nor the details of payment were mentioned. The tenants contested the petition and denied the allegations. On the basis of evidence, the Assistant Collector found that for certain crop rent was paid late and for another crop rent had not been paid and concluded that the tenants had failed to pay rent regularly without sufficient cause and ordered ejectment,—*vide* order dated 23th August, 1982 (Annexure 'P. 1'). The tenants' appeal filed before the Collector was dismissed,—*vide* Annexure 'P. 2.' On tenants' revision, the learned Commissioner recommended the matter to the Financial Commissioner for acceptance of the revision and for setting aside the orders of ejectment. Finally, the Financial Commissioner allowed the revisions by order dated 20th September, 1984 (Annexure 'P.4') and set aside the eviction orders after recording findings that the tenants had deposited the rent under section 14-A (iii) because the land-owners have refused to accept the same and in view of the deposit, which was not proved to have been made late, the ejectment orders coud not be sustained. These are the writ petitions by the land-owners.

(3) The writ petitions were admitted to D.B. as the correctness of a Single Bench decision in *Surja* v. *The State of Haryana,* (1) was doubted. Therefore, we first deal with this matter, which is even otherwise of importance for the decision of the main dispute between the parties. Before S. S. Kang J. in *Surja's case (supra)* an argument was raised on behalf of the tenant that in order to seek ejectment of the tenant under section 14-A (i) by filing an application in Form-L, it is necessary for the land-owner to give particulars for which crop or crops the rent has not been paid and for which crop or crops rent is paid after under delay so that tenant may know as to what precise case he is to meet. This argument was rejected by the learned Judge by following observations

(1) 1980 P.L.J. 177.

contained in paras 2 and 4 of the reported judgment, which are reproduced below:—

"2. * * * *

This argument is based on misconception of the two clauses, i.e., clauses (i) and (ii) of section 14-A of the Act. Under section 14-A (i) of the Act, a tenant is liable to be evicted if he fails to pay rent regularly without sufficient cause. Under section 14-A(ii) of the Act, the landowner has been given the remedy to recover the arrears of rent from a tenant and in case the Assistant Collector finds that the tenant has not paid or deposited the rent, he can summarily pass the orders for ejectment of the tenant. However, under this clause, a notice is earlier given to the tenant either to deposit the rent demanded or prove to the satisfaction of the Collector that he has paid the rent. That is the difference between the aforementioned two clauses. Under section 14-A (1) of the Act the landowner can succeed only if he establishes a regular default on the part of the tenant. The rule-making authority in its wisdom has prescribed Form 'L' for applications under section 14-A(i) of the Act. There is no column in this form which requires giving of particulars of the rent or the precise amount. So the argument of the learned counsel has no merit.

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The order of the Commissioner is based on a misconception of law. The Form 'L' does not require the mention of the rent due or the rate of rent. It is a statutory form and the application has to be made in this form. The landowner cannot add any columns to this form."

(4) After considering the matter, we are of the view that the reasons given in the afore-quoted passage cannot be legally sustained. It will not be a correct statement of law to state that no column can be added to Form 'L'. What is required by Form 'L' has to be filled in along with all other material particulars which would be relevant for the relief sought for and for determination of dispute between the parties. What appealed to the learned Single Judge was that wherever the law framers wanted an applicant to give particulars, a note was appended in Form 'L' permitting such particulars to be mentioned but for seeking ejectment on the ground that the tenant

has failed to pay the rent regularly without sufficient cause since such a note was not appended, the landowner was not obliged to state anything beyond the aforesaid words. If a look is made on Form 'L' in para 3 of the last column, one of the grounds of ejectment is as follows:—

> "The tenant has failed or fails without sufficient cause to cultivate the land in the manner or to the extent customary in the locality in which the land is situate."

Here again there is no note regarding giving of particulars. All the same we find that mere recital of these 'words' could not be enough to claim ejectment of the tenant or to furnish data for the Assistant Collector even to initiate the proceedings. Even in the absence of any note authorising giving of particulars, it would be required from the landowner to state as to which crop or crops the tenant had failed to cultivate without sufficient cause and the custom prevailing in the locality about the manner and extent of cultivation and the failure in this behalf. This is one illustration, which would help us to construe the clause with which we are concerned. The added and the more important reason is that even in the Code of Civil Procedure, as many as 49 forms of plaints have been specified in Appendix 'A(3)'. Many more forms regarding written statement, objections and applications under various provisions have been specified. If we were to place the strict interpretation, which the learned Single Judge in the aforesaid decided case has placed on Form 'L', no plaintiff woud be entitled to state anything beyond what is contained in the 49 drafter plaints for filing a particular suit in that behalf except filling in the blanks or mentioning the names of the parties. The Courts of law while interpreting the provisions of Orders 6 to 8 of the C.P.C. have ruled that in all suits it is necessary for the plaintiff or the defendant, as the case may be, to precisely state the facts on which the claim is founded or is sought to be depended in spite of the fact that the forms of the plaints and the written statements have been detailed in Appendix attached with the C.P.C. The very basis of this is that a party, who comes to Court, must give all particular details so that on the principle of natural justice, the party may know what case he is to meet and also to raise proper defences on that basis.

(5) Even under the East Punjab Urban Rent Restriction Act, 1949, the grounds of ejectment of a tenant are mentioned. Mere statement in an ejectment petition by the landowner that the tenant

has not paid or tendered the arrears of rent due, would not suffice because the tenant would not know as to what case he is called upon to meet. Similarly, mere statement that the tenant has sublet or has used the premises for a purpose other than that for which it was leased, without the written consent of the landlord would not suffice. Detailed facts will have to be mentioned about the ground or grounds of ejectment taken in the petition. Therefore, it is reasonable to hold that all these provisions are enabling and they merely give a guide on the basis of which relief can be sought but the detailed facts have to be mentioned. The Form 'L' or the forms of plaints, written statement or objections appended in the Code of Civil Procedure are not such mandatory forms that no additions or alterations can be made therein. Accordingly, we are of the opinion that in all applications filed in Form 'L', whether under one clause or the other, while taking the clause under which helief is claimed, it is the duty of the applicant to give all possible details to claim relief under that clause and to this extent all possible additions can be made by the applicant by adding paragraphs in that form. Accordingly, we are in disagreement with the learned Judge that no additions can be made in the forms. Consequently, we over-rule the observations of the learned Single Judge made in *Surja's case* (*supra*) which have been quoted above.

(6) In the present cases, the landowners merely stated the words of Form 'L' and did not give particulars and details as to for which crop or crops the rent was not paid or how there was delay in payment. Therefore, in our opinion, such applications could be rejected outright by the Assistant Collector showing no cause of action unless the party were to seek time to amend the same.

(7) Since the decision in *Surja's case* (*supra*) was holding the field and, may be, that the landowners did not given the detailed facts because of that decision and since the parties have led evidence, we do not follow the course of rejecting the ejectment applications outright for want of particulars and proceed to consider them on merits.

(8) The facts, which have come on the record, are that it is landowners' own case that their father had compromised with the tenants on 27th September, 1977 on the basis of which the tenants gave up possession and the landowners gave up their claims for the recovery of arrears of rent. It is then the landowners' case that October, 1977 their father had filed suits for permanent injunction against the tenants as they wanted to interfere in the peaceful

possession of the landowners after they gave up possession under the compromise dated 27th September, 1977. In those suits, the tenants pleaded that there was no compromise dated 27th September, 1977; they never gave up possession and that they were still in possession as tenants. The trial Court by judgment and decree dated 31st Mach, 1980 dismissed the suits after recording findings that the compromise dated 27th September, 1977 was not proved and that the defendants continued to be in possession of the respective areas as tenants. The landowners were still not satisfied and took the matter in appeals which were dismissed on 26th March, 1981 and the findings recorded by the trial Court were upheld. These facts, which have come from the side of the landowners, clearly go to show that till 26th March, 1981, they had not accepted the possession or status of the defendants as tenants on the land in dispute. If in appeal it had been held that the defendants were not tenants, the question of payment of rent by them would not have arisen even if they had been found to be in possession. Similarly, if it had been held that they were not in occupation or that the matter had been compromised on 27th September, 1977, the landowners' suits would have been decreed. One thing is clear that till 26th March, 1981, the landowners were not willing to accept the defendants as tenants and, therefore, were not willing to accept the rent from them. Within five months of the aforesaid decision, the present applications under section 14-A(i) of the Act were filed on the ground that the tenants had failed to pay rent regularly. Obviously the applications were without merit because the landowners have neither pleaded nor proved if they ever demanded arrears of rent after the decision of the Civil Court in appeals. On the contrary, the tenants have been depositing the rent under section 14-A(iii) of the Act from time to time regarding which notices were issued to the landowners as admitted by them in the statements made before the revenue officers. In any event, nonpayment of rent till the dispute was pending in Civil Court, gave sufficient cause to the tenants and, therefore, it cannot be held that the tenants failed to pay the rent without sufficient cause.

(9) It was argued strenuously on behalf of the landowners that the findings of fact recorded by the Assistant Collector and Collector could not be interfered with in revision. There is no quarrel with the proposition. In these cases on the statements of the landowners themselves, it is proved that they were not willing to accept the rent because of the pendency of civil litigation and because of the alleged compromise. On a reading of the orders of the Assistant

Collector and Collector, we find that they totally missed these important aspects of the case and therefore, it is not a case of interference with a finding of fact. As already observed, on the landowners' own evidence and statements made in Court, they cannot succeed.

(10) For the reasons recorded above, these writ petitions have no merit and same are hereby dismissed with costs.

N.K.S.

Before S. P. Goyal and G. C. Mital, JJ.

PRITAM SINGH,—*Petitioner.*

versus

MEHAL SINGH AND OTHERS,—*Respondents.*

Civil Revision No. 479 *of* 1984.

August 29, 1985.

Punjab Tenancy Act (XVI of 1887)—Sections 4(6), 14 *and* 77(3) *(n) —Order of ejectment passed against a tenant but he continues in possession of the agricultural land—Suit for recovery of mesne profits against such a person—Whether triable only by a Revenue Court.*

Held, that a bare reading of the provisions of Section 77(3) and clause (n) of Third Groups of the Punjab Tenancy Act, 1887, it is apparent that if a suit is covered by the provisions of Section 14, it can be instituted only in the Revenue Court and the jurisdiction of the Civil Court is expressly barred. Though in Section 14 the word used is 'landlord', but in the context in which it has been used, it has to be given the same meaning as that of a land-owner. The word 'landlord' according to section 4, sub-section (6) of the Act, means a person under whom a tenant holds land and to whom the tenant is, or but for a special contract, liable to pay rent for that land. Section 14 deals with any person in possession of land who has occupied the same without the consent of the landlord. Such a person obviously cannot be a tenant. So, the owner of the land cannot be the landlord *qua* that person as defined in section 4 sub-section (6) of the Act and the word 'landlord' in Section 14 has to be understood only signifying the person who owns the land and not the landlord as defined in Section 4. A suit by a owner for mesne profits against a person who is in possession against his consent,