

**SUPREME COURT OF INDIA**

Amit Kumar

Vs.

Bhushan Lal

CA.No.3840-43 of 2017

(Kurian Joseph and R.Banumathi,JJ.,)

08.03.2017

**JUDGMENT**

**R. Banumathi,J.,**

SLP(Civil)No.12510-12513 of 2015

1. Leave granted.
2. Heard the learned counsel for the parties.
3. Two eviction petitions were filed by the appellants-landlords before the Rent Controller, Ambala Cant. The Rent Controller and the Appellate Authority recorded concurrent findings/Judgment and directed eviction of the respondent-tenant from the house and the shop.
4. Being aggrieved, the respondent-tenant carried the matter to the High Court. The High Court recorded the statement of the tenant that he will vacate the house on or before 30.09.2012. In so far as the shop, the learned counsel for the appellants-landlords stated before the High Court that they (Landlords) would have no objection if the tenant retains shop, provided the tenant should pay rent at the rate of Rs. 10,000/- per month. The relevant portion of the impugned Judgment of the High Court is reproduced as under:-

" After arguing for some time, learned counsel for the respondent has made an offer that actually the petitioner would be more interested in retaining the shop and he would have no objection if the petitioner retains the shop but the petitioner should pay rent @Rs. 10,000/-per month w.e.f.01.10.2012"

5. Having regard to the statement made by the appellants-landlords that the respondent-tenant can retain the shop on condition that he pays the enhanced rent of Rs. 10,000/-, the High Court disposed of the revisions by order dated 18.09.2012, directing the respondent-tenant to vacate the house on or before 30.09.2012. By the same impugned order, the High

Court directed that the respondent-tenant can retain the shop on condition that he would pay rent at the rate of Rs.6,000/- per month.

6. Being aggrieved, the appellants-landlords have preferred these appeals by way of special leave.

7. When the matter came up before this Court, the following order was passed on 27.01.2017:-

"The learned counsel for the respondents/tenants submits that the spirit of the undertaking to surrender vacant possession of the residential building, they will handover the vacant possession of the residential building to the petitioners /landlord forth with. The respondents /tenants may handover the vacant possession of the residential building to the petitioners / landlord within two days."

8. Accordingly, the respondent-tenant, in compliance of the above order, has handed over vacant possession of the house and the appellants-landlords have already taken possession of the house.

9. On 21.02.2017, this Court directed the respondent-tenant to deposit an amount of Rs. 8.70 Lacs before this Court. The order dated 21.02.2017 reads as under:-

"It is an admitted case that the respondent/tenant has not paid any rent for quite long in respect of the house which he has surrendered vacant possession pursuant to the orders passed by this Court. It is also not in dispute that no rent was paid by the tenant for the shop, he is in occupation. Though the learned counsel for the respondent /tenant made a submission that non-payment is on account of refusal on the part of the petitioners/landlord to acknowledge receipt of the payment, we are not inclined to go into that question, since we do not propose to impose any interest for the arrears. It is seen from the proceedings of the Courts below that an amount of Rs.2,000/- was fixed by way of rent for the house property and the High Court has fixed Rs.6,000/- for the shop. The rent is in arrears as far as shop is concerned from the date of the order passed by the High Court, i.e. 18.09.2012 and as far as house is concerned, it is in arrears since 1994. Without interest, on a rough estimate, the amount comes to Rs.8.70 Lacs. There will be a direction to the respondent/tenant to deposit an amount of Rs.8.70 Lacs before this Court, within two weeks from today, failing which the Court will be constrained to pass appropriate orders as far as eviction is concerned, taking note of the conduct of the respondent/tenant. We make it clear that in case the respondent/tenant has deposited any amount before any forum, it will be open to him to withdraw the same."

10. In compliance of order dated 21.02.2017, the respondent-tenant has deposited Rs. 8.70 Lacs before the Registry of this Court.

11. The learned counsel for the appellants-landlords submits that the landlords had not made any concession before the High Court to enable the respondent-tenant to retain the shop, provided the respondent-tenant pays the enhanced rent. This contention is not convincing for the reason that the High Court has clearly recorded the submission made by the learned counsel for the appellants-landlords stating that they have no objection for the tenant to retain the shop, provided the tenant pays the enhanced rent of Rs. 10,000/-.

12. In the facts and circumstances of the case, since the respondent-tenant has deposited the amount of Rs. 8.70 Lacs towards arrears of rent which, of course, is calculated approximately, as directed by this Court, these appeals are disposed of. The appellants-landlords are permitted to withdraw the said amount of Rs. 8.70 Lacs.

13. It is made clear that this Judgment shall not stand in the way of the appellants-landlords in taking appropriate steps for arrears of rent/mesne profits, if any, for the house and claiming fair rent for the shop. The appellants-landlords are also at liberty to file fresh eviction petition for the shop in case of future requirement, if any, or on any other ground, as may be available to them under law.

14. No costs.