IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA

CR No. 90 of 2026
Decided on: 06.08.2026

Vinod Sah ...Petitioner.

Versus

Sh. Sardar Iqbal Singh ...Respondents.

Coram
Hon'ble Mr. Justice Romesh Verma, Judge.
Whether approved for reporting?[1]

For the petitioner: Mr. Rajender Sharma, Advocate.

For the respondents: Mr. Vivek Chauhan, Advocate.

Romesh Verma, Judge (oral)

The instant petition arises out of the judgment as passed by the Appellate Authority, Shimla, HP dated 19th June, 2025, whereby the appeal filed by the present petitioner/tenant was ordered to be dismissed and the judgment as passed by the learned Rent Controller, Court No. 1, Shimla, dated 10th December, 2024 was affirmed whereby petition filed by landlord/respondent for the eviction of the petitioner/tenant was partly accepted.

2. The facts giving rise to the present case are that the respondent, Sardar Iqbal Singh, filed a petition for the eviction of the petitioner on the ground of arrears of rent and *bona fide* requirement. As per the averments made in the petition, it was stated that the premises consisted of two-room set, one balcony,

[1] Whether reporters of Local Papers may be allowed to see the judgment?

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one kitchen, one toilet, one bathroom, and an open Aangan in front of the suit premises. The suit premises were given to the tenant on a monthly rent of ₹9,200/-.

3. It is the case of the present respondent/landlord that the tenant has failed and neglected to pay the rent, water, and electricity bills, as well as taxes, since the inception of the tenancy despite making various requests and demands. It has been stated in the eviction petition that rent from December 2017 at the rate of ₹2,500/- per month till November 2020 is pending, along with the statutory enhancement of the rent by 10% increase per annum after every three years (i.e. 36 months) up to November. Therefore, the eviction petition came to be filed by the present respondent on the ground that the premises are required bonafidely by the landlord for his family, as the business of his son, Sardar Surinder Singh, has ended in tragedy and closed.

4. The said eviction petition was contested by the present petitioner by raising preliminary objections with respect to maintainability, cause of action, concealment of facts, non-joinder, etc. On merits, all the averments made in the eviction petition were specifically denied and refuted.

5. As per the case of the present petitioner, he was initially inducted as a tenant in the premises only for a period of 15 days. The status of the tenant had changed when the petitioner

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entered into an agreement to sell on 1st December, 2017, i.e., after elapse of 15 days qua the premises. The respondent/landlord had filed Civil Suit No. 17/2019 for specific performance of the agreement, and in the said suit, the present petitioner had filed Counter-Claim No. 12/2019, which is pending before the learned Civil Judge, Court No. 4, Shimla.

6. As per the defence set up by the present petitioner, he is no more a tenant and is occupying the premises as a proposed buyer, and the civil suit for specific performance is still pending adjudication before the competent Court of law. As per the present petitioner, the instant petition has been filed with a mala fide intention to enrich illegally and to oust him from the suit premises. The petitioner/tenant prayed for the dismissal of the eviction petition as filed by the present respondent.

7. The respondent filed rejoinder to the reply filed by the petitioner, and all the averments made in the petition were reiterated.

8. The learned Rent Controller on 21.03.2023 had framed issues in the following manner:-

1. Whether the respondent is in arrears of rent, as alleged? OPP.

2. Whether the demised premises are bonafidely required by the petitioner, as prayed for? OPP.

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3. Whether the petition is not maintainable, as alleged? OPR.

4. Whether the petitioner has no cause of action, as alleged? OPR.

5. Whether the petitioner has not approached the Court with clean hands, as alleged? OPR.

6. Whether the petition is bad for non-joinder of necessary parties, as alleged? OPR.

7. Relief

9. Vide its judgment dated 10th December, 2024, the Rent Controller, Court No. 1, Shimla, partly accepted the petition filed by the respondent and petitioner, being the tenant of suit premises, was directed to hand over the vacant possession of premises to the landlord within a period of two months from the date of passing of the order. It was further ordered that he shall not be evicted from the premises if he deposits the arrears of rent to the tune of ₹8,92,923/- along with costs within a period of 30 days from the date of passing of the order.

10. Feeling dissatisfied, the tenant/present petitioner filed an appeal under Section 24 of the H.P. Urban Rent Control Act, 1987, against the order dated 10th December, 2024, passed by the learned Rent Controller, Court No. 1, Shimla. The Appellate Authority, vide its impugned judgment dated 19th June, 2025, affirmed the findings returned by the learned Rent Controller, Court No. 1, Shimla, and dismissed the appeal filed by the present petitioner/tenant.

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11. Still feeling aggrieved, the petitioner/tenant has approached this Court by invoking the provisions of Section 24(5) of the H.P. Urban Rent Control Act, 1987, against the judgments passed by the learned Appellate Authority, Shimla, and the learned Rent Controller, Court No. 1, Shimla.

12. It is contended by Mr. Rajender Sharma, learned counsel for the petitioner, that the impugned judgments passed by the Appellate Authority as well as Rent Controller are erroneous and liable to be quashed and set aside. He submits that both the courts below have erred by partly allowing the eviction petition filed by the present respondent, whereas there was no ground for passing such an order. He further submits that by virtue of the agreement to sell, Exhibit AW-1/A, dated 5th December, 2017, the status of the present petitioner over the suit property is not that of a tenant, but that of a purchaser. Therefore, no eviction order on the ground of arrears of rent was required to be passed against the petitioner. He further submits that there is no relationship of landlord and tenant existing between the parties, therefore, there is no question of eviction from the suit premises. He submits that after accepting the present petition, the proceedings initiated by the present respondent under Section 14 of the H.P. Urban Rent Control Act deserve to be rejected.

13. On the other hand, Mr. Vivek Chauhan, learned counsel for the respondent, has defended the judgments passed by the learned

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Appellate Authority as well as Rent Controller. He submits that there are concurrent findings returned by the learned courts below and this Court, while exercising powers under Section 24(5) of the H.P. Urban Rent Control Act, will not interfere in the well-reasoned judgments. He submitted that both the courts below have rightly appreciated the real point of controversy and, after discussing the oral as well as documentary evidence placed on record, have rightly passed the impugned judgments which are under challenge before this Court.

14. I have heard the learned counsel for the parties and gone through the case file.

15. In the present case, the respondent filed the eviction petition by invoking Section 14 of the H.P. Urban Rent Control Act against the present petitioner qua the suit premises on the ground of bona fide requirement and arrears of rent. The learned Rent Controller, while deciding issue No. 2 with respect to the bona fide requirement of the respondent, has returned findings against him. Admittedly, and as conceded by the learned Counsel for the respondent, the said findings were not challenged before the Appellate Authority, meaning thereby the present respondent had accepted the same. Therefore, the finding of the learned trial Court with respect to the petitioner being in arrears of rent has to be determined and adjudicated by this Court. The learned Rent Controller partly accepted the eviction petition mainly on Issue No. 1 and came to the conclusion that present petitioner is liable to pay

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a sum of ₹8,92,923/- to the present respondent on account of the monthly rent.

16. In order to substantiate his case, the present respondent entered the witness box as AW-1. In his statement, he placed on record the rent agreement Exhibit AW-1/A. In his examination-in-chief, he stated that he knew the present petitioner through one Sh. Pradeep Kumar and the said person had introduced him to the present respondent. He stated that qua the tenancy, he had entered into an agreement with the present petitioner, and the copy of the agreement is Exhibit AW-1/A.

17. In the cross-examination, the present petitioner could not extract anything favourable from him.

18. The present respondent, in order to corroborate his case, examined Sh. Pradeep Sharma, and in his deposition, he has stated that the petitioner, Sardar Iqbal Singh, is the father of his friend. He stated that rent agreement Exhibit AW-1/A was signed by him, and he identified his signatures over the same as Mark B. In his presence, with the red pen, the parties, i.e., the petitioner and the respondent, appended their signatures as Marks A and C. He stated that stamp paper of Exhibit AW-1/A was purchased by him on the asking of both the parties. He stated that rent agreement Exhibit AW-1/A is in his handwriting. He stated that he wrote the same on the asking of both the parties. He stated that the rent agreement Exhibit AW-1/A was

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notarized on the very same day. He admitted that Exhibit RX-1 was executed through him, and on the same, his signatures are at Point B. He stated that the transactions qua Exhibit RX-1 were also done in his presence. He admitted that when Exhibit RX-1 was prepared, at that time, Vinod Shah had given ₹30,000/- in cash and a cheque amounting to ₹1,00,000/- of SBI Bank was given. He admitted that when agreement RX-1 was prepared, two days prior to the same, the respondent had handed over the possession to the present petitioner. He stated that both the parties were told about the terms and conditions in vernacular. He admitted that the copy of Exhibit RX-1 was given to both the parties.

19. In order to rebut the case of the present respondent, the petitioner examined RW-1, Veena Devi, Civil Ahlmad of the Court of Civil Judge, Court No. 6, Shimla. She stated that she had brought the summoned record of the case titled as ***Vinod Kumar vs. Sardar Iqbal Singh***. She stated that the present respondent had instituted a counter-claim in the said suit, which is Exhibit R-2, and the agreement to sell is RX-1. She stated that the suit is pending in Court No. 4.

20. Respondent filed his affidavit Exhibit RW-2/A, and in his affidavit, he has reiterated the averments as made in the reply. He stated that initially he was inducted as a tenant only for a period of 15 days, and that status of the tenant was changed when agreement to sell was entered into between the parties on 1st December, 2017, i.e., only

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after 15 days. He stated that he has also filed a Civil Suit for specific performance of agreement against the present respondent. He stated that he is not liable to pay any rent of the said premises as he had entered into an agreement to sell with the present respondent. Lastly, he stated in the affidavit that he is not liable to pay the due rent along with interest @ 18% per annum from 2017 till its realization along with the costs.

21. In the cross-examination, he stated that he knew the present respondent through Sh. Pradeep Sharma. He stated that the respondent intended to sell the suit property and Pradeep, being a commission agent knew him. He stated that he applied for the loan from SBI, State Bank of India. As per RW-1, on 1st December, 2017, for the sale of the house, an agreement was entered into between the parties, which is Exhibit RX-1. He admitted that sale deed was to be executed within a period of six months from the date of the execution of the said agreement. He denied that the agreement came to an end after six months. He admitted that he has not paid rent to the present respondent, self-stated that he is residing in the capacity of an owner. He stated that he cannot say that on rent agreement Exhibit AW-1/A, Pradeep had obtained his signatures fraudulently. He admitted that Sardar Iqbal Singh did not want to give the house on rent. He denied that the present respondent requires the premises in order to open the shop. He denied that he is making a false statement.

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22. The respondent has placed on record Exhibit AW-1/A, the copy of the rent agreement, and the same was entered between the parties on 5th December, 2017, which has been duly signed by the respondent, Sardar Iqbal Singh, and the present petitioner, Vinod Kumar Shah.

23. To the contrary, the present petitioner has placed on record the agreement to sell Exhibit RX-1, which is dated 1st December, 2017, and the said agreement has been duly signed by the parties. The present petitioner has also placed on record Exhibit R-2, the copy of the counter-claim as filed by the present respondent in the civil suit filed by the present petitioner.

24. It is contended by the learned counsel for the petitioner that by virtue of the agreement to sell Exhibit RX-1, the status of the present petitioner is not that of tenant, but that of a purchaser, therefore, there does not arise any question of non-payment of rent to the present respondent. The said fact is falsified on account of the fact that the rent agreement has been prepared subsequently to the preparation of the agreement to sell Exhibit RX-1. It is worthwhile to mention here that rent agreement Exhibit AW-1/A dated 5th December, 2017 is later in time to the agreement to sell Exhibit RX-1 dated 1st December, 2017.

25. It is the case of the present respondent that after entering into agreement to sell, the petitioner had agreed to take the suit premises on rental basis, and for that purpose, on 5th December, 2017,

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the said agreement Exhibit AW-1/A was prepared, and as per the same, the present petitioner had agreed to pay the monthly rent of ₹8,500/- per month to the present respondent. Exhibit AW-1/A contains Clause No. 2 with respect to the payment of the monthly rent of the premises. Therefore, the story as projected by the present petitioner that being the purchaser, he is not liable to pay any rent to the present respondent is totally false, incorrect, and imaginary.

26. It has come on record, when read in conjunction with the oral evidence as led by the parties, that the present petitioner was inducted as tenant on the basis of the agreement dated 5th December, 2017 on monthly rent of ₹8,500/-. The respondent has been able to establish that the petitioner was inducted as a tenant. Though there is no denial to the agreement to sell Exhibit RX-1, but it has been contended by the learned counsel for the respondent that after entering into agreement to sell, parties deemed fit to enter into rent agreement, and it is only thereafter the present petitioner was inducted as a tenant on the monthly rent of ₹8,500/-.

27. Both the Courts below have appreciated the oral as well as documentary evidence placed on record, and came to the conclusion that the status of the present petitioner is that of a tenant, and he is in arrears of rent, and the said amount has been assessed at the rate of ₹8,92,983/-. As submitted by the learned counsel for the petitioner, the said amount stands deposited before the Appellate Authority.

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28. This Court is of the considered opinion that both the Courts have rightly determined the point in controversy, and after adjudicating the fact that the present petitioner is a tenant over the suit premises, and since he has failed to pay the monthly rent of ₹8,500/- to the present respondent, therefore, the eviction petition as filed by the respondent has rightly been allowed partly.

29. The Hon'ble Apex Court in case, titled ***Hindustan Petroleum Corporation Ltd. Vs. Dilbahar Singh***, ***(2014) 9 SCC Cases 78*** has laid down the parameters while dealing with the rent revision, whereby it has been held that the High Court in exercise of its revisional jurisdiction cannot act as an appellate court/appellate authority, and it is impermissible for the High Court to re-assess the evidence in a revision petition filed under Section 24(5) of the Act. It has been held that High Court can interfere with the incorrect finding of fact in the context where such finding is perverse, based on no evidence or misreading of the evidence, or such finding has been arrived at by ignoring or overlooking the material evidence, or such finding is so grossly erroneous that if allowed to stand, will occasion in gross miscarriage of justice.

30. The Hon'ble Apex Court came to the conclusion that the High Court will not interfere with the finding of fact recorded by the First Appellate Court/ Appellate authority because on re-appreciation of

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evidence, its view is different from the Appellate Court /Appellate authority below.

31. The consideration or examination of the evidence by the High Court in its revisional jurisdiction under the Act is confined to find out that finding of fact recorded by the Appellate Court/ Appellate authority does not suffer from any error of law.

32. Finding of fact recorded by the Appellate Court / Appellate authority, if perverse or has been arrived at without consideration of the material evidence, or such finding is based on no evidence, or is grossly erroneous, if allowed to stand, it would result in gross miscarriage of justice, is open to correction because it is not treated as a finding according to law. Only in that event, the High Court can exercise its revisional jurisdiction under the Rent Act, and shall be entitled to set aside the order being not legal or proper. The High Court is entitled to satisfy itself so as to the correctness or the legality or the propriety of any decision or order impugned before it as indicated.

33. However, to satisfy itself to the correctness, legality or propriety of the impugned decision, the High Court shall not exercise its power as an appellate Court to reappreciate or re-assess the evidence for coming to a different finding on fact. The revisional power cannot be equated with the power of the re-consideration of all the questions of fact as a Court of first appeal. The Apex Court in the aforesaid judgment has held as follows:

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> *" 42. In T. Sivasubramaniam16 this Court has held that under Section 25 of the Tamil Nadu Rent Control Act, the High Court does not enjoy an appellate power to reappraise or reassess the evidence for coming to a different finding contrary to the finding recorded by the courts below. This view is the correct view and we approve the same.*
>
> *43. The observation in Ramdoss17 that the High Court in exercise of its revisional jurisdiction cannot act as an appellate court/authority and it is impermissible for the High Court to reassess the evidence in a revision petition filed under Section 25 of the Act is in accord with Rukmini1 and Sankaranarayanan9. Its observation that the High Court can interfere with incorrect finding of fact must be understood in the context where such finding is perverse, based on no evidence or misreading of the evidence or such finding has been arrived at by ignoring or overlooking the material evidence or such finding is so grossly erroneous that if allowed to stand, will occasion in miscarriage of justice. Ramdoss17 does not hold that the High Court may interfere with the findings of fact because on re-appreciation of the evidence its view is different from that of the first Appellate Court or Authority."*

34. Similarly, the Hon'ble Apex Court in ***Special Leave Petition (Civil) No. 12435 of 2019,*** titled ***as Madan Mohan (Dead) through LRs vs. Thakkar Dass (Dead) through LRs***, decided on 21.07.2026 , has reiterated the aforesaid principles in the following manner:

> *"10. It is well settled that the scope of Section 115 Code of Civil Procedure, 1908 is limited. We may refer to a few pronouncements:*
>
> *10.1 35 years ago, it was observed in **Masjid Kacha Tank, Nahan v. Tuffail Mohammed** that**:***
>
> > *3. It is well settled position in law that under Section 115 of the Code of Civil Procedure the High Court cannot reappreciate the evidence and cannot set aside the concurrent findings of the courts below by taking a different view of the evidence. The High Court is empowered only to interfere with the findings of fact if the findings are perverse or there has been a non-appreciation or non-consideration of the material evidence on record by the courts below. Simply because another view of the evidence may be taken, is no ground by the High Court to interfere in its revisional jurisdiction."*

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*10.2 The Constitution Bench in **Hindustan Petroleum Corpn. Ltd. v. Dilbahar Singh**, while dealing with this very question of the scope of revisional power in the context of rent acts, particularly in issue therein held as under:*

> *"...Revisional power is not and cannot be equated with the power of reconsideration of all questions of fact as a court of first appeal. Where the High Court is required to be satisfied that the decision is according to law, it may examine whether the order impugned before it suffers from procedural illegality or irregularity."*

*10.3 A three judge Bench of this Court in **Ambadas Khanduji Shinde v. Ashok Sadashiv Mamurkar**, while dealing with a landlord-tenant dispute observed as under:*

> *"14. Apart from the factual aspect, order lacks merit on the ground of jurisdiction, The High Court cannot interfere with the concurrent factual findings while exercising jurisdiction under Section 115 of the Civil Procedure Code. It is settled law that revisional jurisdiction of the High Court is restricted to cases of illegal or irregular exercise of jurisdiction by the subordinate courts. Under Section 115 of the Civil Procedure Code, it is not open for the High Court to correct errors of facts or law unless they go to root of the issue of jurisdiction. In the facts on hand, the courts below have passed reasoned orders well within the jurisdiction conferred upon them. We arrive at the conclusion that the High Court committed error in interfering with the judgment and decree of the trial court.(Emphasis supplied)"*

35. In view of the exposition of law as laid down by the Hon'ble Apex Court, and in view of the oral as well as documentary evidence placed on record, both the Courts below have rightly determined the fact that the present petitioner was inducted as a tenant by the respondent on monthly rent of ₹8,500/- per month, and since he failed to pay the same, and there is an admission on the part of the petitioner while deposing in the witness box, therefore, the findings as returned by the Courts below with respect to the arrears of rent does not suffer from any infirmity, illegality, or jurisdictional error.

36. Consequently, this Court does not find any merit in the present petition, and the same is dismissed.

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All the pending miscellaneous application(s), if any, shall also stand disposed of.

(Romesh Verma)
Judge

August 6, 2026
(Nisha)

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