

Group: Rent Control

**BEFORE HON'BLE HIGH COURT OF JUDICATURE AT  
ALLAHBAD LUCKNOW BENCH LUCKNOW**

Petition No. (RC) of 2019

Shivnath, aged about 85 years, son of late Jodha Ram, resident of Shop No.16, Munney Lal Dharamshala Building, Charbagh, P.S.Naka Hindola, Lucknow.

.....Petitioner

Versus

Rajkumar Kashyap, aged about 45 years, son of Sri Bhagwan Deen, resident of Chaubey Ji Ka Hata, Charbagh, P.S.Naka Hindola, Lucknow.

.....Opposite Party

**PETITION UNDER ARTICLE 227 OF THE CONSTITUTION  
OF INDIA**

The petitioner most humbly and respectfully submits as under:-

1. That the petitioner is preferring the instant petition under Article 227 of the Constitution of India against the judgment and order dated 24.05.2019 passed by learned 5<sup>th</sup> Additional District Judge/Special Judge PC-Act Lucknow in SCC Revision No.56 of 2016 (Shivnath v/s Rajkumar Kashyap) dismissing the petitioner's revision under Section

25 Provincial Small Causes Courts 1887 against the judgment and decree dated 18.11.2016 passed by learned Judge Small Causes Lucknow in SCC Suit No.03 of 2012 (Rajkumar Kashyap v/s Shihvnath) decreeing the landlord's opposite party suit for arrears of rent, damages and ejectment with cost directing the petitioner/tenant to vacate the tenanted premises within 60 days and handover its vacant and peaceful possession to the landlord/opposite party together with arrears of rent and damages.

The certified copy of judgment and order dated 24.05.2019 passed by learned 5<sup>th</sup> Additional District Judge/Special Judge PC-Act Lucknow in SCC Revision No.56 of 2016 (Shivnath v/s Rajkumar Kashyap) is **Annexure-1** to this petition.

2. That the petitioner has received caveat petition on behalf of opposite party through his counsel Sri J.P.Vaish, Advocate and the petitioner will serve the copy of petition, annexures, application for stay and affidavit to the learned counsel for the opposite party before submitting the petition for hearing before this Hon'ble Court.
3. That the petitioner is lawful tenant of Shop No.16 Munney Lal Dharamshala Building, Charbagh Lucknow in which the petitioner is residing with his whole family since 1958 and in front of said shop which is in a shape of kothri the petitioner

is running his business of foot wears on the chabootra belongs to Nagar Nigam and he is pulling his family with great difficulty having meager income as such he could not arrange other accommodation for the residence of his family and compelled to live in a small kothri. The previous owner Sri Gyan Chandra Jain was realizing the rent of the tenanted premises from the petitioner and the monthly rent of the premises @ Rs.300/- has already been realized by Sri Gyan Chand Jain including all taxes upto 31.12.2010 and issued rent receipt no.6049 dated 12.12.2010 for Rs.600/- towards rent for the month of November and December 2010.

The Photostat copy of last rent receipt no.6049 dated 12.12.2010 issued by Sri Gyan Chand Jain is **Annexure-2** to this petition.

The petitioner on 10.01.2011 has tendered a sum of Rs.600/-to Sri Gyan Chand Jain towards rent for the month of January and February 2011 but he has refused to accept the same without assigning any reason and thereafter on 23.02.2011 the petitioner has send a sum of Rs.900/- towards rent from January 2011 to March 2011 through money order but the same was refused on 03.03.2011 and again on 30.06.2011 the petitioner has tendered a sum of Rs.2100/- towards rent from January 2011 to July 2011 but the same was refused on 05.07.2011 and the said amount

again send through money order to Sri Gyan Chand Jain but he has refused to accept the same on 09.07.2011. The petitioner being the lawful tenant was under legal obligation to pay the rent to the land as such the rent was deposited in Misc Case No.100 of 2011 (Shivnath v/s Gyan Chand Jain) under the provisions of Section 30(1) of Act 13 1972 towards rent from January 2011 to June 2012.

4. That the petitioner came to know about the pendency of SCC Suit No.03 of 2012 (Rajkumar Kashyap v/s Shivnath) on 10.02.2012 when he came back to Lucknow he was intimated that some case has been filed against him and immediately he approached his counsel who after making necessary queries from the Court informed that one Sri Rajkumar Kashyap has filed suit for arrears of rent, damages and ejection on 09.01.2012 against the petitioner in the court of learned Judge Small Causes Lucknow in which the next date for hearing is fixed on 11.02.2012 itself but 11.02.2012 and 12.12.2012 the courts remain closed due to holiday for second Saturday and Sunday as such the case came up before the learned trial court on 13.02.2012 on which date the petitioner has moved an application under Section 151 Code of Civil Procedure for direction to the plaintiff for supply of copy of plaint and other documents and the learned trial court has

been pleased to direct the plaintiff to supply the required document on 13.02.2012. The petitioner has already submitted a representation under Section 20(4) UP Act 13 of 1972 for depositing the entire amount of rent, damages, interest and other expenses unconditionally with a prayer that the plaintiff be directed to receive a sum of Rs.7900/- towards the arrears of rent, damages, sewer, water charges, interest, cost of suit before the learned trial court itself and in case the plaintiff is not ready to receive the said amount the petitioner be allowed to deposit the said amount through accompanying tender. The plaintiff has asked time to file objection on which the learned trial court has been pleased to invite objection against the application (C7) fixing 14.03.2012 for objection and disposal of the application.

The Photostat copy of petitioner's application under Section 151 Code of Civil Procedure is **Annexure-3** and application under Section 20(4) of UP Act 13 of 1972 dully supported by affidavit is **Annexure-4** to the petition.

5. That on 11.04.2012 the petitioner has already submitted his written statement (A12) and the opposite party has also filed his objection (C14) against the petitioner's application under Section 20(4) of UP Act 13 of 1972 and learned trial court has been pleased to permit the petitioner to deposit

the amount under Section 20(4) of UP Act of 1972 on 11.04.2012 itself after considering the objection of the opposite party and the rent was deposited and the rent amounting Rs.7900/- was deposited by the petitioner through tender (C17) which was already submitted on 13.02.2014 along with application under Section 20(4) of the Act. Thus, the petitioner has already complied the provisions of Section 20(4) of the Act as such the petitioner deserves to be discharged from the eviction.

The Photostat copy of plaint is **Annexure-5**, Photostat copy of written statement dated 11.04.2012 submitted by the petitioner before the learned trial court is **Annexure-6** and Photostat copy of rent deposit through tender no.G030028 dated 11.04.2012 for Rs.7900/- is **Annexure-7** to this petition.

6. That the petitioner has submitted in his written statement that he is not aware about the change in owner/landlordship of the tenanted shop as Sri Gyan Chand Jain has already realized rent of the premises from the petitioner upto 31.12.2010 and thereafter on his refusal the rent from January 2011 onward has been deposited by him in the Court of learned Civil Judge (JD) South Lucknow in Misc Case No.100 of 2011 (Shivnath v/s Gyan Chand Jain) and no notice has ever been served upon the petitioner as otherwise there was no occasion for him not to comply the

terms of alleged notice. The monthly rent of the tenanted premises in the occupation of the petitioner was initially Rs.50/-per month which was increased Rs.55/- in the year 1984 and again the rent was increased to Rs.100/- per month in the year 2002 and again the rent was increased to Rs.300/-per month in the year 2010 in which the house tax, water tax and sewer tax is also included.

7. That the notice under Section 106 Transfer of Property Act was never served upon the petitioner by the opposite party which is evident from the perusal of the evidence of PW1 who has already admitted in the witness box that the acknowledgment due was handed over by him to his learned counsel and at the same time stated that his counsel has informed him that the notice sent to the petitioner has not been received back and there is no occasion to hand over the acknowledgment of the alleged notice by the opposite party to his learned counsel as the alleged notice has been shown send by his learned counsel to the petitioner. Thus, on the basis of contradictory statement of the plaintiff, the service of the notice should not been presumed served upon the petitioner.

The typed copy of oral evidence of PW1 is **Annexure-8** to this petition.

8. That the provisions of Section 20 of UP Act 13 of 1972 is being reproduced below for the convenience:-

**"20. Bar of suit for eviction of tenant except on specified grounds.-**

(1) Save as provided in sub-section (2) <sup>2</sup>[\*\*\*] no suit shall be instituted for the eviction of the tenant from a building, notwithstanding the determination of his tenancy by efflux of time or on the expiration of a notice to quit or in any other manner:-

Provided that nothing in this sub-section shall bar a suit for the eviction of a tenant on the determination of his tenancy by efflux of time where the tenancy for a fixed term was entered into by or in pursuance of a compromise or adjustment arrived at with reference to a suit, appeal, revision or execution proceeding, which is either recorded in Court or otherwise reduced to writing and signed by the tenant.

(2) A suit for the eviction of a tenant from a building after the determination of his tenancy may be instituted on one or more of the following grounds, namely:-

(a) that the tenant is in arrears of rent for not less than four months, and has failed to pay the same to the landlord within one month from the date of service upon him of a notice of demand:

Provided that in relation to a tenant who is a member of the armed forces of the Union and in whose favour the Prescribed Authority under the Indian Soldiers (Litigation) Act 1925 (Act IV of 1925), has issued a certificate that he is serving under special conditions within the meaning of Section 3 of that Act or where he has died by enemy action while so serving, then in relation to his heirs, the words " four months" in this clause shall be deemed to have been substituted by the words "one year";

(b) that the tenant has wilfully caused or permitted to be caused substantial damage to the building;



- (c) that the tenant has without the permission in writing of the landlord made or permitted to be made any such construction or structural alteration in the building as is likely to diminish its value or utility or to disfigure it;
  - (d) that the tenant <sup>1</sup>[has without the consent in writing of the landlord used it for a purpose other than the purpose for which he was admitted to the tenancy of the building or otherwise done any act which is inconsistent with such use], or has been convicted under any law for the time being in force of any offence of using the building or allowing it to be used for illegal or immoral purposes;
  - (e) that the tenant has sub-let, in contravention of the provisions of Section 25, or as the case may be, of the old Act the whole or any part of the building;
  - (f) that the tenant has renounced his character as such or denied the title of the landlord, and that latter has not waived his right of re-entry or condoned the conduct of the tenant;
  - (g) that the tenant has allowed to occupy the building as part of his contract of employment under the landlord, and his employment has ceased.
- (3) <sup>2</sup>[\* \* \*]
- (4) In any suit for eviction on the ground mentioned in clause (a) of sub-section (2), if at the first hearing of the suit the tenant unconditionally pays or <sup>1</sup>[tenders to the landlord or deposits in Court] the entire amount of rent and damages for use and occupation of the building due from him (such damages for use and occupation being calculated at the same rate as rent) together with interest thereon at the rate of nine per cent per annum and the landlord's costs of the suit in respect thereof, after deducting therefrom any amount already deposited by the tenant under sub-section (1) of Section 30, the Court may, in lieu of passing a decree for eviction on that ground,

pass an order relieving the tenant against his liability for eviction on that ground :

Provided that nothing in this sub-section, shall apply in relation to a tenant who or any member of whose family has built or has otherwise acquired in a vacant state, or has got vacated after acquisition, any residential building in the same city, municipality, notified area or town area.

<sup>2</sup>[**Explanation.-** For the purposes of this sub-section----

(a) The expression 'first hearing' means the first date for any step or proceeding mentioned in the summons served on the defendant;

(b) The expression 'cost of the suit' includes one-half of the amount of Counsel's fee taxable for a contested suit.]

(5) Nothing in this section shall affect the power of the Court to pass a decree on the basis of the an agreement, compromising or satisfaction recorded under Rule 3 of Order XXIII of the First Schedule to the Code of Civil Procedure, 1908.

<sup>3</sup>(6) Any amount deposited by the tenant under sub-section (4) or under Rule 5 of Order XV of the First Schedule to the Code of Civil Procedure, 1908, shall be paid to the landlord forthwith on his application without prejudice to the parties' pleadings and subject to the ultimate decision in the suits.]

9. That the petitioner has denied the service of the notice under Section 106 Transfer of Property Act and due to want of notice the suit itself is not maintainable as neither Sri Gyan Chand Jain nor the opposite party has ever informed the petitioner about the transfer of the tenanted premises and on 10.02.2012 for the first time the petitioner came to know about the alleged transfer when after necessary

queries from the office of learned trial court it was informed to him about the transfer. However the petitioner has already deposited entire amount of rent, damages, interest and other damages unconditionally though he was not in arrears of rent as the rent of the tenanted premises was already deposited by him from 01.01.2011 to 30.06.2012 under Section 30(1) UP Act 13 of 1972 in Misc Case No.100 of 2011 in the court of learned Civil Judge (JD) South Lucknow.

10. That the learned trial court has framed four issues to adjudicate the controversy between the parties i.e. (1) whether the relationship of landlord and tenant between plaintiff and defendant ? (2) whether the notice dated 22.11.2011 has been served upon the defendant lawfully ? (3) whether the defendant is entitled to get the benefit of Section 20(4) of UP Act 13 of 1972 ? and (4) to what relief the plaintiff is entitled ?. The learned trial court has recorded erroneous finding and the provisions of Section 20(4) of UP Act 13 of 1972 has not been properly considered and the finding is against the evidence available on record. Similarly the learned trial court has wrongly presumed the service of the notice upon the petitioner and wrongly shifted the burden of proof upon the petitioner and passed the decree by exceeding the jurisdiction in arbitrary

manner ignoring the pleading and evidence of the petitioner. The petitioner is neither defaulter nor he has committed any mistake in discharging his obligation as tenant and the suit itself is barred under the provisions of Section 20 of the Act.

The true copy of judgment and decree dated 18.11.2016 passed by learned Judge Small Causes Lucknow in SCC Suit No.03 of 2012 (Rajkumar Kashyap v/s Shivnath) is **Annexure-9** to this petition.

11. That feeling aggrieved from the judgment and decree passed by learned trial court the petitioner on 15.12.2016 has preferred SCC Revision No.56 of 2016 (Shivnath v/s Rajkumar Kashyap) under Section 25 Provincial Small Cause Courts Act 1887 before the learned District Judge Lucknow and the revision has been transferred to the Court of Additional District Judge Court No.5 after admitting the revision for disposal of application for stay and on 20.05.2017 the learned Additional District Judge Court No.5 Lucknow has been pleased to stay the operation of impugned judgment and decree during the pendency of the revision directing the petitioner to deposit Rs.5000/- per month towards rent by 10<sup>th</sup> day of every month and in compliance of order dated 20.05.2017 the petitioner has already deposited the rent @ Rs.5000/-per month from

01.07.2017 till 31.05.2019 regularly. The rent has been enhanced from Rs.300/-per month to Rs.5000/-per month though the Hon'ble Apex Court in Civil Appeal No.14 of 2008 (Mohd Shafi (dead) through his LRs and others v/s Farhad Ali Khan and others) on 03.01.2008 has been pleased to hold that without any basis and without valuation report being submitted it is not open to unilaterally increase the rent [(2008) (26)LCD 562].

The Photostat copy of order dated 20.05.2017 passed by learned Additional District Judge Court No.5 Lucknow is **Annexure-10** to this petition.

12. That the SCC Revision has been transferred to the Court of 6<sup>th</sup> Additional District Judge/Special Judge (PC Act)(UPSEB) Lucknow. The petitioner has taken various grounds in the revision inter-alia on the ground that the petitioner was never informed about the change of landlordship/owner of the premises and the notice under Section 106 Transfer of Property Act has not been served upon him and he is not in arrears of rent and he has already comply the mandatory provisions of Section 20(4) of the Act by depositing all the rent, damages and other expenses unconditionally on the first date of hearing and he is entitled to get the benefit of the same.

13. That the opposite party has also filed P.A.Case No.45 of 2016 (Rajkumar Kashyap v/s Shivnath) under Section 21(1)(a) of Rent Control Act for release of the tenanted premises which is pending and the petitioner has already submitted in his reply that he is residing in the tenanted premises with his whole family in the kothri and in front of said kothri he is running his business of foot wears on the chabootra since last more than 60 years and pulling his family with great difficulty having meager income as such he could not arrange other accommodation for his family and compelled to live in a small kothri together his wife one unmarried son, one divorcee daughter and her son. The said release application is pending for disposal before the learned Prescribed Authority. But the opposite party is adamant to evict the petitioner from the tenanted premises for which he has already filed Execution CaseNo.05 of 2017 (Rajkumar Kashyap v/s Shivnath) before the learned executing court which is fixed for disposal on 09.07.2019 and incase the operation of eviction order dated 18.01.2016 is not immediately stayed the petitioner will be actually on street and the whole family will suffer serious injury.
14. That the contention of the petitioner before both the courts below that he is residing in the premises since last more than 60 years along with his whole family and he is doing

the business of foot wear repairing in front of his residential premises over a chabootra belongs to Nagar Nigam Lucknow and the tenanted premises has been termed as Shop No.16 but the petitioner is residing in the tenanted premises and the same is not being used for commercial purpose as alleged by the opposite party but this important aspect has not been considered by the Courts below. The learned Revisional Court has wrongly recorded finding that the petitioner is not entitled the benefit of Section 20(4) of the Act and also committed mistake by holding that the tenanted premises is non-residential as such the benefit of Section 20(4) of the Act is not available to the petitioner though there is ample evidence to show that the petitioner is using the tenanted premises for his residential purpose since last more than 60 years and he has got no other alternative accommodation to shift his family from the tenanted premises and to substantiate the contention of petitioner he has already submitted the document regarding his residence in the tenanted premises as well as the Adhaar card issued by Government of India from the tenanted premises as such the finding recorded by the courts below is not only erroneous but against the provision of law as such now the petitioner is left with no other alternative then to invoke the supervisory jurisdiction of this

Hon'ble Court under Article 227 of the Constitution of India following among other:-

**GROUND**

- (A) Because the petitioner has not defaulted in payment of rent as vide Rent Receipt No.6049 dated 12.12.2010 amounting Rs.600/- the rent was paid to the previous landlord Sri Gyan Chand Jain and thereafter from 01.01.2011 to 30.06.2012 after refusal the rent was deposited under Section 30(1) of the Act in Misc Case No.100 of 2011 in the Court of learned Civil Judge (JD) South Lucknow and after receiving the notice of the suit the petitioner on 13.02.2012 tendered the whole amount demanded by the opposite party unconditionally under the provisions of Section 20(4) of the Act without Adjusting the rent deposited by him under Section 30(1) of the Act.
- (B) Because the alleged notice dated 22.11.2011 has never been served upon the petitioner and even the opposite party could not prove the service of the notice but the Courts below have wrongly shifted the burden of proof upon the petitioner though the suit for arrears of rent, damages and ejection is not maintainable due to want of service of mandatory notice under Section 106 Transfer of Property Act and he is entitled the benefit of Section 20(4) of the Act.



- (C) Because the petitioner is residing in the tenanted premises since last more than 60 years continuously and the evidence to the effect of residence has already been placed in the judicial record of learned trial court to show the use of the tenanted premises for residential purpose and the same is not being used for commercial purpose and the rent receipts have been issued showing the tenanted premises with the nomenclature of shop while the true fact is that the petitioner is living in the tenanted premises along with his whole family and there is a domestic electric service connection also installed by power corporation in the tenanted premises.
- (D) Because the plaintiff's suit is not maintainable under the provisions of Section 20 of the Act as the petitioner was not in arrears of rent for a single day and no information or notice has been given either by previous owner landlord Sri Gyan Chand Jain or by the opposite party as otherwise there was no occasion for the petitioner to tender the rent in favour of Sri Gyan Chand Jain who has already received the rent upto 31.12.2010 and thereafter on his refusal the rent was deposited in the court and the rent was already deposited from 01.01.2011 to 30.06.2012 and the opposite party has filed the suit for arrears of rent damages and

ejectment on 09.01.2012 on which date not a single penny was due against the petitioner.

- (E) Because the finding recorded by the Courts below denying benefit to the petitioner under the provisions of Section 20(4) of the Act is not only erroneous but also against the evidence adduced by the parties and the petitioner is entitled the protection of the provisions of Section 20(4) of the Act as the tenanted premises was allowed to the petitioner for residential purpose since first day of admitting him as tenant in the premises.
- (F) Because the finding recorded by the both the courts below is based on conjecture and surmises and the defense of the petitioner has not been appreciated and wrongly implied the Principle of Law though the facts of the present case are quit different to that of case law cited by the opposite party in support of his argument as such the interference of this Hon'ble Court is required under Article 227 of the Constitution of India as the rent legislation is for the welfare and benefit of the tenant.
- (G) Because the judgment and order passed by both the Courts below deserves to be set aside as otherwise the petitioner will suffer serious injury and the whole family will be on street and there is no any other alternative accommodation available to the petitioner and his family as the elder son of

the petitioner after his marriage is living separately with his family in a rented quarter having no concern with the petitioner and other family members.

**PRAYER**

It is, therefore, most respectfully prayed that the Hon'ble Court be pleased to set aside:-

- (i) the order dated 24.05.2019 passed by learned Vith Additional District Judge/Special Judge (PC Act) Lucknow in SCC Revision No.56 of 2016 (Shivnath v/s Rajkumar Kashyap) (contained in **Annexure-1** to the petition).
- (ii) the judgment and decree dated 18.11.2016 passed by learned Judge Small Causes Lucknow in SCC Suit No.03 of 2012 (Rajkumar Kashyap v/s Shivnath) (contained in **Annexure 2** to the petition)
- (iii) any other and further relief which this Hon'ble Court deem fit and proper in the circumstances of the case be also passed in favour of petitioners as against the opposite parties beside the cost of this petition.

The petitioner shall ever pray for this act of kindness.

Lucknow  
Dated:04.07.2019

**(X)**  
Advocate  
Counsel for Petitioner

**BEFORE HON'BLE HIGH COURT OF JUDICATURE AT  
ALLAHBAD LUCKNOW BENCH LUCKNOW**

Petition No. (RC) of 2019

Shivnath .....Petitioner

Versus

Rajkumar Kashyap .....Opposite Party

**AFFIDAVIT**

I, Shivnath, aged about 85 years, son of late Jodha Ram, Hindu by religion, literate, cobbler by profession and resident of Shop No.16, Munney Lal Dharamshala Building, Charbagh, P.S.Naka Hindola, Lucknow, do hereby solemnly affirm and state on oath as under:

1. That the deponent is the petitioner himself as such he is fully conversant with the facts deposed.

The deponent has been explained the contents of petition and documents in Hindi and understand the contents thereto.

2. That the contents of para 1 to 13 of the petition are true to my personal knowledge and those of para 14 believed to be true on the basis of legal advice tendered to me.
3. That Annexures 1 to 9 to the petition are true copies of their originals and duly compared by the deponent.

4. That the deponent will suffer irreparable injury incase the operation of impugned judgment and decree dated 18.11.2016 passed by learned Judge Small Causes Lucknow in SCC Suit No.03 of 2012 (Rajkumar Kashyap v/s Shivnath) (contained in **Annexure-2**) is not stayed during the pendency of the petition before this Hon'ble Court.

Lucknow

Dated:04.07.2019

Deponent

**VERIFICATION**

I, the deponent do hereby verify that the contents of para 1 to 4 of the affidavit are true to my personal knowledge. Noting material has been concealed. So help me God.

Signed and Verified this 4<sup>th</sup> day of July 2019 at Lucknow.

Lucknow

Dated:04.07.2019

Deponent

I, identify the deponent who has signed before me.

**(x)**

Advocate

Solemnly affirm before me on \_\_\_\_\_ at \_\_\_\_\_ AM/PM, by deponent Shivnath, who has been identified by x, Advocate.

I have satisfied myself by examining the deponent that he has understood the contents of this affidavit which has been readover and explain to him by me.

**Oath Commissioner**

**BEFORE HON'BLE HIGH COURT OF JUDICATURE AT  
ALLAHBAD LUCKNOW BENCH LUCKNOW**

Petition No. (RC) of 2019

Shivnath

.....Petitioner

Versus

Rajkumar Kashyap

.....Opposite Party

**Date and Events**

<b>S.No</b>	<b>Date</b>	<b>Events</b>
1.	1958	The petitioner was given the possession of the shop no.16 for his residential purpose and since then he is continuously living in the tenanted premises
2.	21.12.2010	last Rent Receipt No.6045 for Rs.600 towards rent 01.11.2010 to 31.12.2010 has been issued by Sri Gyan Chand Jain the previous owner landlord in favour of petitioner.
3.	01.01.2011 to 30.06.2012	The rent of the tenanted premises was deposited by the petitioner under Section 30(1) of the Act in Misc Case No.100 of 2011 in the Court of learned Civil Judge (JD) South Lucknow.
4.	09.01.2012	The opposite party has filed SCC Suit No.03 of 2012 for arrears of rent, damages and ejection in the Court of Judge Small Causes Lucknow.

## B

5.	10.02.2012	The petitioner came to know about the pendency of the ejectment suit.
6.	13.02.2012	The petitioner has submitted representation under Section 20(4) of Act together with tender for Rs.7900/- towards rent damages etc demanded by the opposite party together with cost, counsel fee, interest and misc expenses.
7.	11.04.2012	The petitioner has submitted his written statement dully supported by affidavit.
8.	23.07.2012	Replication submitted by the opposite party.
9.	30.01.2013	The opposite party has submitted the evidence of PW1
10.	04.09.2013	The plaintiff has submitted evidence of PW2.
11.	29.10.2013	Plaintiff has submitted evidence of PW3
12.	05.02.2015	The petitioner has submitted evidence of PW1.
13.	18.11.2016	The learned trial court has passed the judgment and decree against the petitioner.
14.	15.12.2016	The petitioner has preferred SCC Revision No.56 of 2016 in the Court of learned District Judge Lucknow and the copy of revision has been served to the caveator-

		opposite party.
15.	06.02.2017	The revision against the judgment and decree passed by learned trial court has been admitted for hearing
16.	20.05.2017	The operation of impugned judgment and decree has been stayed and enhanced the monthly rent from Rs.300/- to Rs.5000/-.
17.	24.05.2019	Petitioner's Revision No.56 of 2016 has been dismissed confirming the judgment and decree dated 18.11.2016 passed by learned Trial Court.  <b>Hence this Petition</b>

Lucknow

Dated:04.07.2019

**(X)**

Advocate  
Counsel for Petitioner



Group: Rent Control

**BEFORE HON'BLE HIGH COURT OF JUDICATURE AT  
ALLAHBAD LUCKNOW BENCH LUCKNOW**

Civil Misc Appl No. (W) of 2019

In re:

Petition No. (RC) of 2019

Shivnath, aged about 85 years, son of late Jodha Ram, resident of Shop No.16, Munney Lal Dharamshala Building, Charbagh, P.S.Naka Hindola, Lucknow.

.....Petitioner/Applicant

Versus

Rajkumar Kashyap, aged about 45 years, son of Sri Bhagwan Deen, resident of Chaubey Ji Ka Hata, Charbagh, P.S.Naka Hindola, Lucknow.

.....Opposite Party

**APPLICATION FOR STAY**

The petitioner/Applicant most humbly and respectfully prays that for the facts and circumstances stated in the accompanying petition and affidavit in support thereof the Hon'ble Court be pleased to stay the operation of judgment and decree dated 18.11.2016 passed by learned Judge Small Causes Lucknow in SCC Suit No.03of 2012 (Rajkumar Kashyap v/s Shivnath (contained in **Annexure-2** to the petition) during the pendency of the petition before this Hon'ble Court.

The Petitioner shall ever pray for this act of Kindness.

Lucknow

Dated:04.07.2019

(x)

Advocate

Counsel for the Petitioner

**BEFORE HON'BLE HIGH COURT OF JUDICATURE AT  
ALLAHBAD LUCKNOW BENCH LUCKNOW**

Petition No. (RC) of 2019

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Rajkumar Kashyap

.....Opposite Party

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14.	Affidavit	101-102
15.	ID Proof	103
16.	Power	104

Lucknow

Dated:04.07.2019

**(x)**

Advocate  
Counsel for the Petitioner  
Enrollment No.  
Advocate Roll No.  
Mob No.



Group: Rent Control

**BEFORE HON'BLE HIGH COURT OF JUDICATURE AT  
ALLAHBAD LUCKNOW BENCH LUCKNOW**

Petition No. (RC) of 2019

Shivnath

.....Petitioner

Versus

Rajkumar Kashyap

.....Opposite Party

**Annexure.....**