

**IN THE COURT OF MAHENDRA SINGH,  
CIVIL JUDGE (JUNIOR DIVISION), HISAR  
(UID NO.HR-0352)**

**APPLICATION FOR DEPOSIT OF RENT**

Present: Sh. Sandeep Garg, counsel for the plaintiff.  
Sh.Abhishek Aggarwal, counsel for the defendant.

**ORDER:-**

This order of mine shall dispose of the application filed by applicant/defendant for deposit of rent.

2. It is submitted by applicant/defendant that plaintiff has filed suit for seeking possession of tenanted premises from the defendant on false and wrong fact for which the defendant reserve its right to controvert facts in his written statement. The tenancy of the defendant was extended from 01.06.2019 to 30.04.2020 with increased rate of rent i.e. ₹10920/- plus GST as applicable per month and all the terms and conditions were panned down in the rent agreement. It is further submitted that as per terms and conditions of the rent agreement that either party may terminate the tenancy by giving one month notice or the tenancy will renew with an increase rate of rent by 5% per year. The plaintiff now by filing of present suit asking for possession and for mesne profits and the defendants is ready to get deposit the increased rent as per lease agreement with an increase of 5% p.a. on last paid rent of ₹10920/- from 01.11.2020 and also ready to pay GST and the electricity bill if pending and will ready to get deposit the above stated amount on monthly basis till passing of final decree under protest. It is therefore, prayed that application

(Mahendra Singh)  
CJ(JD),Hisar. 12.03.2021.  
UID No.HR-0352.

may kindly be allowed and direct the plaintiff to take the previous month rent alongwith GST and electricity bill pending and to take monthly rent as mentioned above.

3. In reply, it is averred by plaintiff that it is submitted that after expiry of tenancy period, every time fresh rent agreement was reduced into writing. It is submitted that there was no such condition for renew the tenancy by increasing the rent by 5% per year. The tenancy of the defendant has already been terminated by efflux of time and now the defendant is in unauthorized and illegal occupation of the premises in question and he is legally bound to pay the mesne profit at the rate of ₹15000/- per month which is prevailing in the market plus GST and electricity charges. However, plaintiff is ready to receive the amount under protest without prejudice to the other right of the plaintiff while deciding the present suit finally. With these assertions, a prayer for dismissal of the application is made.

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

5. Before considering the respective contentions of the learned counsel of the parties in these two cases, it would be worthwhile to reproduce Rule 5 of Order 15, C.P.C., which was incorporated in Order 15, C.P.C. by way of amendment by the Hon'ble High Court of Punjab and Haryana, Chandigarh, vide Notification dated 13-5-1991, applicable to the States of Punjab, Haryana and Union Territory of Chandigarh:--

Order XV. Rule 5.

"(1) In any suit by a lessor for the eviction of a lessee after the determination of his lease and for the recovery from him of rent or compensation for use and occupation, the defendant shall, at or before the first hearing of the suit, deposit the entire amount admitted by him to be due together with interest thereon at the rate of nine per cent per annum and whether or not he admits any amount to be due, he shall throughout the continuation of the suit regularly deposit the monthly amount due within a week from the date of its accrual, and in the event of any default in making the deposit of the entire amount admitted by him to be due or the monthly amount due as aforesaid, the Court may, subject to the provisions of Sub-rule (2) strike off his defence.

Explanation 1:-- The expression 'first hearing' means the date for filing written statement or for hearing mentioned in the summons or where more than one of such dates are mentioned in the last of the dates mentioned.

Explanation 2:-- The expression 'entire amount admitted by him to be due' means the entire gross amount whether as rent or compensation for use and occupation, calculated at the admitted rate of rent for the admitted period of arrears, after making no other deduction except the taxes, if any, paid to a local authority in respect of the building on lessor's account and the amount, if any, deposited in any Court.

Explanation 3:--The expression 'monthly amount due' means the amount due every month (sic) as rent or compensation for use and occupation at the

admitted rate of rent, after making no other deduction except the taxes, if any, paid to a local authority, in respect of the building on lessor's account.

(2) Before making an order for striking off defence, the Court may consider any representation made by the defendant in that behalf provided such representation is made within ten days of the first hearing or, of the expiry of the week referred to in Sub-section (1) as the case may be.

(3) The amount deposited under this rule may at any time be withdrawn by the plaintiff.

Provided that such withdrawal shall not have the effect of prejudicing any claim by the plaintiff disputing the correctness of the amount deposited.

Provided further that if the amount deposited includes any sums claimed by the depositor to be deductible on any account, the Court may require the plaintiff to furnish the security for such sum before he is, allowed to withdraw the same."

6. A perusal of the provisions of Rule 5 of Order 15, as introduced in the Code of Civil Procedure for the States of Punjab, Haryana and Union Territory of Chandigarh, referred to above, would show that there are two parts of Rule 5. The first part casts an obligation upon the lessee to make the payment of entire amount admitted by him to be due together with interest thereon on the first date of hearing failing which the Court has power to strike off the defence of the defendants. The second part envisages the situation

where the defendant even does not admit any amount to be due but nonetheless an obligation is cast upon him to pay throughout continuation of the suit such monthly amount which is due within a week from the date of its accrual failing which the Court has got power to strike off the defence.

7. In view of the abovesaid provision, the application is allowed and defendant is directed to make the payments in terms of Order 15 Rule 5 of CPC. It is made clear that it has been conceded by learned counsel for defendant/applicant that the payment is due from 01.06.2020 and not from 01.11.2020 as mentioned in the application.

Pronounced in open Court.  
Dated :12.03.2021.

(Mahendra Singh)  
Civil Judge (Junior Division),  
Hisar/UID No.HR-0352.

**Note:** This order contains five pages and each page has been checked and signed by me.

Shalu Rani, Stenographer-II

(Mahendra Singh)  
Civil Judge (Junior Division),  
Hisar/12.03.2021.

(Mahendra Singh)  
CJ(JD),Hisar. 12.03.2021.  
UID No.HR-0352.

Present: Sh. Sandeep Garg, counsel for the plaintiff.  
Sh.Abhishek Aggarwal, counsel for the defendant.

Argument on application for deposit of rent heard.

Order pronounced. Vide my separate order of even date, the  
application has been allowed.

Case is adjourned 27.04.2021 for payment and replication

Date of order:12.03.2021.

Shalu Rani, Stenographer-II

(Mahendra Singh)  
Civil Judge (Jr.Divn.),  
Hisar/UID No.HR-0352