Before M.M. Kumar, J.

TARLOCHAN SINGH,— *Petitioner*

versus

JOGINDER SINGH,— *Respondent*

C.R. No. 1435 of 1999

13th January, 2003

East Punjab Urban Rent Restriction Act, 1949—Ss.13 & 15(5)—Ejectment of tenant—Challenge thereto—Pleas of bona fide *necessity and material impairment of the value and utility of property duly proved before the Rent Controller—Concurrent findings of fact by the Courts below based on evidence—Revisional powers of the High Court to reassess or re-evaluate the evidence—Limited to test whether the orders of Courts below are in accordance with law—No illegality or impropriety in the orders of Courts below—No scope to interfere in the findings of Courts below—Petition liable to be dismissed.*

Held, that the power of High Court to interfere with the findings of fact recorded by both the Courts below under sub-section 5 of Section 15 are extremely limited. The revisional power of the High Court under Section 15(5) of the Act cannot be equated with the power of appeal. It is true that power in revision under section 15(5) of the Act is wider than the power of revision conferred on the High Court under Section 115 of the Code of Civil Procedure, 1908 but still it would fall short of the power of the appellate Court.

(Para 14)

Further held, that there is no scope for this Court to interfere in the finding of fact recorded by both the Courts below. It cannot be concluded that the concurrent finding of facts recorded by both the Courts below are superficial and perfunctory in nature. It can also not be said that the material pieces of evidence have not been considered by both the Courts below. Therefore, the revision petition is devoid of any merit and is, thus liable to be dismissed.

(*Para* 18)

R.K. Battas, *Advocate for the petitioner.*

B.R. Mahajan, *Advocate for the respondent.*

JUDGMENT

M. M. KUMAR, J.

(1) This is tenant's revision petition filed under Section 15(5) of the East Punjab Urban Rent Restriction Act, 1949 (for brevity 'the Act') challenging the order of the Appellate Authority, Amritsar, dated 22nd September, 1998, dismissing his appeal and affirming the findings of fact recorded by the learned Rent Controller, Amritsar. The Rent Controller in his order, dated 20th September, 1988, had ordered ejectment of the tenant — petitioner on the ground of non-payment of rent, *bona fide* necessity as the house in dispute is required for his married son and that the tenant petitioner has committed such acts which have materially impaired the value and utility of the demised premises.

(2) Landlord— respondent filed an ejectment petition being case No. 345, dated 29th September, 1981, under Section 13 of the Act before the Rent Controller seeking ejectment of the tenant- petitioner wherein it was alleged that the tenant - petitioner took two rooms and kitchen on the first floor on rent from landlord- petitioner and his brother Mohinder Singh on 1st November, 1952 at a monthly rent of Rs. 15. The rent note to that effect was executed on 18th October, 1952. Lateron property was mortgaged,—*vide* mortgage deed, dated 28th April, 1959 in favour of one Harsha Singh and others by the landlord- respondent and his brother Mohinder Singh. After the petition, the property in dispute fell to the share of the landlord— respondent being part of half share of the properties. Landlord respondent also filed suit for redemption of mortgage which was allowed on 17th October, 1979. After redemption, the property in dispute vested in the landlord- respondent and the tenant - petitioner became tenant under him in respect of the property taken on rent by the tenant- petitioner in pursuance of the Rent note, dated 18th October, 1952. The ejectment of the tenant - petitioner was sought on the ground of non-payment of rent, *bona fide* necessity and material impairment of the value and utility of the demised premises.

(3) The tenant petitioner took the stand that no relationship of landlord and tenant exists between the parties. The partition between the brothers was also denied and consequently the fact that the property had fallen to the share of the landlord- respondent was also controverted. It was further claimed that the tenant petitioner took three rooms and one kitchen on rent @ Rs. 15 p.m. from Mohinder Singh 'brother of the landlord-respondent. It was asserted that the premises in dispute were taken on rent by the tenant - petitioner from Mohinder Singh for residence as well as for business purposes. On the pleadings of the parties, the following issues were framed :—

(1) Whether the respondent is liable to ejectment on the grounds taken in the petition ? OPA

(2) Whether there is relationship of landlord and tenant between the parties ? OPA

(3) Whether there has been partition as alleged ? OPA

(4) Whether the petition is liable to be stayed u/s 10 CPC ? OPR

(5) What is the effect of objections taken in preliminary objection Nos. 5 and 6 of the reply ? OPR

(6) Whether the respondent is a tenant of Mohinder ? OPA

(7) How much accommodation the respondent is obtaining if the issue regarding relationship is proved ?

(8) Relief."

(4) On issue Nos. 1 to 3, 6 and 7 findings recorded are that there is relationship of landlord and tenant between the parties and the tenant petitioner is a tenant under the landlord-respondent. It has further been held that the partition between the landloard- respondent and his brother Mohinder Singh had taken place because in the partition suit filed by the landlord respondent against his brother, Shri M. P. Joshi, Advocate, was appointed as Local Commissioner whose report has been proved on record as Ex. AW 7/1 alongwith certified copy of the plan Ex.AW 7/2. The parties to the partition suit namely landlord respondent and Mohinder Singh had agreed to accept the report of the Local Commissioner and copy of the compromise has

also been placed on record as Ex.AW7/3. Therefore, it is proved that the property in dispute fell to the share of the landlord- respondent. It was also proved that the tenant - petitioner was inducted as tenant in respect of two rooms and one kitchen forming part of the property in dispute,—*vide* rent note, dated 18th October, 1952.

(5) The ground of ejectment concerning non-payment of rent was rendered infructuous because on the first date of hearing the tender was made by the tenant - petitioner which was accepted by the landlord- respondent. However, other grounds that the house in dispute was required for *bona fide* necessity and the tenant petitioner has committed some acts which have impaired the value and utility of the disputed property have been proved before the Rent Controller and the findings recorded by him stand affirmed by the Appellate Authority. The views of the Appellate Authority on the question of *bona fide* necessity are that the property in dispute is required by the landlord—respondent for his son and his family as the landloard-respodent is not in possession of sufficient accommodation at Amritsar. His son and his family are residing with him jointly in the village and have been keen to settle at Amritsar because the son is working at Amritsar and he has to come to Amritsar daily from the village. The need of the landlord—respondent on that account has been held to be *bona fide* and the findings of the Rent Controller have been upheld. The findings recorded by the Rent Controller read as under :—

> "It is proved from the evidence of Harwinder Singh married son of the applicant, who appeared as AW 5, that he is residing in village Kairon Nangal with his father. This village is at a distance of 15-16 miles from Amritsar city. It is also proved that the evidence of Harwinder Singh that his family consists of himself, two children aged about 11/12 years and 9/10 years respectively, and his wife. It is also proved from his statement that in the village, better education cannot be provided to the children. Harwinder Singh is posted in a private firm at Amritsar and he daily comes to Amritsar from the village. Similarly, Joginder Singh applicant stated that his son Harwinder Singh *bona fide* requires the demised premises for his residence. It is also proved from the evidence on record, that Joginder Singh,

applicant, is only in possession of one room in the building, in question of which the demised premises forms part. There is no dispute about the factum that the landlord can seek ejectment of the tenant from a residential building, for the *bona fide* requirement of his married son. In the instant case, family of Harwinder Singh married son of the applicant consists of four members including himself. Harwinder Singh married son of the applicant is not in possession of any accommodation at Amritsar. One room which is in possession of the applicant in the building of which the demised premises forms part, in my opinion, cannot be said to be sufficient for the *bona fide* requirement of the married son of the applicant. It is no doubt true that the requirement of the landlord must represent the element of need. If the requirement of the landloard, does not represent the element of need, then the same cannot be said to be *bona fide*. In the instant case, it may be very well said that one room for a family of four members cannot be said to be sufficient. The landlord is not required to hurdle up the members of his family in scanty accommodation. The landlord is required to see to his comforts. Even, it can be very well said that better education cannot be provided to his children by Harwinder Singh married son of the applicant while residing in village Kairon Nangal. The facilities of education are certainly better at Amritsar than at village Kairon Nangal. In this view of the matter, it can be said that the applicant requires the demised premises for the *bona fide* requirement of his married son. The evidence produced by the respondent to that effect that the applicant is in possession of 6-7 rooms in the demised building is not at all believable. Hira Singh RW 6, stated that the applicant is in possession of 6-7 rooms. This witness is deeply interested in the respondent and inimically deposed towards the applicant. Tarlochan Singh respondent when appeared as RW 3 admitted that he appeared as a witness in favour of Hira Singh RW 6 in some other case. In this

view of the matter, it can be said that Hira Singh deposed in favour of the respondent and against the applicant as he is deeply interested in the respondent. The evidence of Hira Singh is of no help to the respondent. Similarly, the statement of Tarlochan Singh respondent to that effect that the applicant is in possession of sufficient accommodation at Amritsar is not at all believable. He has made such a statement just to defeat the applicant's claim. No site plan was produced by the respondent to prove that actually the applicant is in possession of 5-6 rooms and not in possession of one room forming part of the building in question. The respondent is liable to ejectment from the demised premises on the ground of *bona fide* requirement of the married son of the applicant."

(6) The findings on other issue that the tenant—petitioner has impaired the value and utility of the building as recorded by the Rent Controller and subsequently affirmed by the Appellate Authority are as under :—

"It is proved from AW 6/1 copy of the rent note dated 18th October, 1952, that the respondent was inducted as tenant in two rooms and one kitchen forming part of house No. 47, 48, 49/11 situated in Chaurasti Attari Kucha Ardasian, Amritsar. The rent note copy whereof is Ex.AW 6/1, stands proved from the evidence on record. Reliance, no doubt, was placed by the respondent on Ex. R2, certified copy of the rent note dated 30th May, 1959. It has been held by me above that this rent note is of no help to the respondent. Since the tenancy was created in favour of the respondent on the basis of rent note dated 18th October, 1952, the Court is to determine the extent of accommodation let out to the respondent as per the rent note afore-mentioned. At present, it is proved from the evidence on record that the respondent is in possession of three rooms and one kitchen. It means that the respondent constructed one more room on the open space though the same was not let out to him. It is also proved Ex. AW 7/7, certified

copy of the judgement dated 18th October, 1986, rendered by Shri Hardial Singh, the learned Addl. District Judge, Amritsar, in civil appeal No. 221 of 1984 in case titled as Joginder Singh *versus* Tarlochan Singh that the respondent occupied the open space and had constructed a room partially. It is also proved from this judgement that the respondent fixed an iron gate in the open space thereby blocking the way of other tenants of the building. It is now to be seen as to whether the construction of a room and fixing of an iron gate, thereby blocking the way of the tenants of the building can be said to be such act as amount to materially impairing the value and utility of the demised premises or not."

(7) The Rent Controller after holding that the tenant—petitioner has erected a room and has also fixed iron gate thereby blocking the way of other tenants of the buildings proceeded to examine whether such an act of the tenant petitioner amounted to impairing the value and utility of the premises in dispute and observed as under :—

"It was stated by Joginder Singh in his statement that the respondent converted the open portion into a room. He also stated that the iron gate was fixed by the respondent as a result of which the passage was blocked resulting into inconvenience to himself and the other tenants of the building. It was further stated by him that the passage connected the street with Guru Ka Mehal Bazar. On the side of Kucha Ardasian, the respondent installed an iron gate closing entrance. He further stated that these additions and alterations were made by the respodent without his written consent. He further stated that he is to go around *via* Kucha Ardasian, to reach his house as a result of the blockage of the passage. He also stated that due to this acts of the respondent the value and utility of the demised premises has materially impaired. The impairment of the value and utility of the demised premises is to be seen from the point of view of the landlord and not from the point

of view of the tenant. Due to the construction of extra room by the respondent on the open space, out look of the premises in dispute has been totally changed. Due to the fixing of an iron gate, the applicant and other tenants of the building have been put to a great deal of inconvenience, as they cannot use that place as a passage which they were originally using. In my opinion, the acts of the respondent are sufficient to impair the value and utility of the demised premises."

(8) I have heard Shir R. K. Battas learned counsel for the tenant petitioner who has submitted that on 28th April, 1959 the property in dispute with some other property was mortgaged with Harsha Singh and subsequently rent note was executed between the tenant-petitioner and Harsha Singh who have given the tenant petitioner another room on rent. According to the learned counsel the rent note dated 6th May, 1959 has been attested by the landlord-respondent Joginder Singh. On the basis of the afore mentioned factual position, the learned counsel has submitted that tenancy of the tenant-petitioner cannot be considered to be only of one room, one store and one kitchen as was originally given by the landlord-respondent and his brother Mohinder Singh. The learned counsel has also pointed out that affixing of iron gate would not amount to impairing the value and rather would add to the value of the property. The learned counsel has argued that it is not every alteration in the building which would result in the ejectment of the tenant but only those which have caused material impairment and have reduced the utility and value of the demised premises. Learned counsel further argued that there is lack of evidence to prove the *bona fide* personal necessity of the landlord respondent. He has made reference to various paras of the judgement to show that son of the landloard-respondent is working in a private establishment and would not require the house for personal *bona fide* necessity.

(9) Shri B. R. Mahajan, learned counsel for the landlord respondent has argued that the mortgage with Harsha Singh came to an end when the suit filed for redemption of mortgage was factually decreed on 17th October, 1979. According to the learned counsel once the mortgage is redeemed then the tenant under the mortgagee would

also loose the right of tenancy and he will revert back only to the rent note dated 1st November, 1952 and the portion of the rented area thereunder. He has further submitted that once it is established that there is material alteration in the demised premises by making additions or demolition then the question whether such act of the tenant has materially impaired the value and or utility of the premises in question is a mixed question of law and fact. In support of his submission, the learned counsel has placed reliance on a judgement of the Supreme Court in the case of ***Gurbachan Singh and another*** *versus* ***Shivalik Rubber Industries and another (1)*** and ***State of Punjab and others*** *versus* ***Naranjan Dass Doomra Rice and General Mills and others (2).*** Learned counsel after referring to the observations made by the Appellate Authority has argued that erection of iron gate to block the entry of others in the open space which was not part and parcel of the rented building, the utility and value of the property has been materially impaired and such finding being mixed question of facts and law cannot be interfered with.

(10) After hearing the learned counsel for the parties, I am of the considered view that the argument raised by the learned counsel for the tenant - petitioner that the 3rd room constituted part of tenancy is absolutely misconceived because the tenancy in respect of that room came into existence with the mortgage as it was mortgagee who had created that tenancy and it disappeared on the redemption of mortgage i.e. on 17th October, 1979. It is well settled that the tenant of usufructuory mortgagee would not continue beyond the terms of the mortgage and it would come to an end with the redemption of mortgage. Therefore such a tenant is not entitled to the protection after redemption of the mortgage. This principle of law has been laid down by the Supreme Court in the case of ***All India Film Corporation*** *versus* ***Raja Gyan Nath (3)*** ***Sachalmal Parasram*** *versus* ***Ratnabai (4)*** and ***Parkash Garg*** *versus* ***Gaanga Sahai (5).*** The afore mentioned judgements have been relied upon by the Supreme Court

(1) (1996) 2 S.C.C. 626
(2) (1998) 1 S.C.C. 454
(3) (1969) 3 S.C.C. 79
(4) (1973) 3 S.C.C. 198
(5) (1987) 3 S.C.C. 553

in the case of ***Pomal Kanji Govindji*** *versus* ***Vrajlal Karsandas Purohit (6).*** Dealing with this aspect, their Lordships have observed as under :

> "The question whether the tenant from usufructuory mortgagee of building was entitled to protection on redemption of mortgage was considered by the Full Bench of the Madras High Court in S. V. Venkatarama *versus* Abdul Ghani AIR 1980 Mad 276. There Justice Nataranjan, as the learned Judge then was, of the Madras High Court delivering the judgement of the Full Bench of the said Court held that if a tenancy was created by a mortgagee with possession, the ties of landlord and tenant were snapped eo instanti the mortgage is redeemed and, unless there is a fresh forging of the relationship of landlord and tenant between the mortgagor and the erstwhile tenant by (i) the voluntary Act of the parties or (ii) a deemed forging of the relationship by express provision in the Act itself, the erstwhile tenant cannot claim protection under the Act so as to perpetuate his occupation of the building as a tenant. The rule of exception contained in S. 76 (a) of the T.P. Act cannot be readily and automatically invoked by a tenant let into possession of urban property by a mortgagee with possession. The principle of exception afforded by S. 76(a) of that Act applies solitarily to the management of agricultural lands and has seldom been extended to urban property so as to tie it up in the hands of lessees or to confer on them rights under the special statutes. It may be open to a tenant inducted upon urban property by a mortgagee with possession to rely upon S. 76(a) to claim tenancy right for the full term of the tenancy notwithstanding the redemption of the mortgage earlier. But, it is for the person who claims such benefits to strictly establish the binding nature of the tenancy, created by the mortgagee, on the mortgagor. Reference may be made to a Full Bench decision of the Rajasthan High Court in Devkinandan *versus* Roshan Lal AIR 1985 Rajasthan 11 ....."

(6) (1989) 1 S.C.C. 458

(11) After making detail reference to many other judgements their Lordships approved the rationale of this principle by relying upon a Full Bench judgement of Gujarat High Court and observed as under:

> "We are of the opinion that the rationale of the various decisions of this Court have been explained by Chief Justice Diven in the Full Bench decision of the Gujarat High Court in Lalji Purshottam *versus* Madhavjhi Meghaji (AIR 1976 Guj 161) (*supra*) which is the correct enunciation of law. The learned Chief Justice observed at page 514 and 515 (at p. 172 of AIR) of the report as follows :
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> "In our opinion, on the general aspect of the matter based on facts of which judicial notice can be taken, it is clear that so far as leases of agricultural lands are concerned, when a lessee cultivates land by the very process of cultivation he brings inputs and improves the fertility of the soil. Constant and continuous cultivation by proper manuring etc. would improve the fertility of the soil and on the determination of the lease, that fertility would still remain in the land. It is, therefore, necessary that security of tenure should be given to the tenant of agricultural land so that by his proper husbandry and agricultural practices, he himself may derive good benefits from the land and also improve the fertility of the soil. It is becuase of this aspect that in all countries legislation has been enacted to protect the actual tiller of the soil., fixity of tenure has been given and all the different measures of tenancy legislation regarding agricultural lands have provided for sufficiently long leases and protection of his tenure so as to induce the agriculturist to put in his best efforts and best inputs and they are called now a days, during the term of the lease. A prudent owner of property would, therefore, see to it that the term of lease which he grants in respect of agricultural land is sufficiently long to induce the tenant to put in the best efforts which would incidentally benefit the owner of the land by improving

the fertility of the land itself. In contrast to the agricultural lands, so far as non agricultural and urban lands are concerned, on determination of the lease the tenant who has been put on the property under the terms of the lease is bound to put back the property in the condition in which it was at the time when he entered into possession and nothing is normally done by the tenant which is likely to improve the quality of the soil property by his own efforts put in during the terms of the tenancy. There is, therefore, no question of a prudent owner of urban immovable property granting a long term lease merely with a view to improve the quality of the land. Barring Rent Control and Rent Restriction Acts which deal with urban immovable property, in area where there is scarcity of accommodation both for residential and non- residential purposes, there is no concept of protection of tenant of urban immovable property. We are of opinion that this is the rationale behind the distinction which the Supreme Court has pointed out between leases of agricultural lands and leases of urban immovatle property while dealing with the provisions of S. 76(a) of the Transfer of Property Act, whereas a prudent owner would not ordinarily speaking think of creating a long term lease purely as a matter of prudent management, an owner of agricultural land in the course of prudent management would create a long term lease purely from the aspect of prudent management. In our opinion, therefore, the word "seldom" used by Hidayatullah, C. J. in All Indian Film Corporation's case (1969) 3 SCC 79 (supra) while dealing with the application of the exception carved out by S. 76(a) to urban immovable property has to be read as not being extended to all and it is merely a term of the phrase to say that this exception has seldom been, extended to urban immovable property."

(12) In view of the above enunciation of law by their Lordships of the Supreme Court, the first submission made on behalf of the tenant petitioner would not survive and is thus rejected.

(13) The other submissions made by Shri Battas concerning material alterations and impairment of value and utility of the property would also not require any serious consideration in view of the fact that the findings recorded by both the Courts below concurrently are that the blockage of passage of other tenants as well as the landlord-respondent by erection of a room and iron gate has materially impaired the value and utility of the property and that to by blocking the open space which was not even part of the tenancy. I am also in agreement with the findings of facts that premises in dispute are required for the son and his family of the landlord-respondent.

(14) After hearing the learned counsel for the parties, I am of the considered view that the power of this Court to interfere with the findings of fact recorded by both the Courts below under sub section 5 of Section 15 are extremely limited. The revisional power of this Court under Section 15(5) of the Act cannot be equated with the power of appeal. It is true that power in revision under Section 15(5) of the Act is wider than the power of revision conferred on this Court under Section 115 of the Code of Civil Procedure, 1908 but still it would fall short of the power of the appellate Court. Sub section 5 of Section 15 of the Act is reproduced below for facility of reference :

> "15. Vesting of appellate authority on offers by State Government.—
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> (5) The High Court may, at any time, on the application of any aggrieved party or on its own motion, call and examine the records relating to any order passed or proceedings taken under this Act for the purpose of satisfying himself as to the legality or propriety of such order or proceedings may pass such an order in relation thereto as it may deem fit."

(15) A similar provision made in the Haryana Urban (Control of Rent and Eviction) Act, 1973 (for brevity the Haryana Act) came up for consideration before the Supreme Court in the case of ***Vaneet Jain*** versus ***Jagjit Singh (7)*** Dealing with sub section 6 of Section

(7) 2000 (5) S.C.C. 1

15 of the Haryana Act which is pari materia to sub section 5 of Section 15 of the Act, their Lordships observed as under :

> "Sub-section (6) of Section 15 of the Act empowers the High Court to exercise its revisional jurisdiction for the purpose of satisfying itself if an order passed by the Rent Controller or the appellate authority is in accordance with law. The question that arises for consideration is whether the High Court in its revisional jurisdiction can reassess or re-evaluate the evidence only to come to a different finding than what has been recorded by the Court below. This Court in the case of Shiv Sarup Gupta *versus* Dr. Mahesh Chand Gupta, (1999) 6 SCC 222 held, that the High Court cannot enter into appreciation or reappreciation of evidence merely because it is inclined to take a different view of the facts as if it were a court of facts. However, the High Court is obliged to test the order of the Rent Controller on the touchstone of whether such an order is in accordance with law. For that limited purpose the High Court would be justified in reappraising the evidence. In **Sarla Ahuja** *versus* **United India Insurance Co. Ltd.,** 2(1998) 8 SCC 119 it was held that the High Court while exercising the jurisdiction can reappraise the evidence only for a limited purpose for ascertaining as to whether the conclusion arrived at by the fact-finding court is wholly unreasonable.
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> A perusal of sub-section (6) of Section 15 of the Act shows that the power of the High Court to revise an order is not an appellate power, but it is also true that it is not akin to power exercisable under Section 115 of the Code of Civil Procedure. It is no doubt true that the High Court would be justified in interfering with the order passed by the appellate authority if the legality or propriety of such order demands such interference. We are, therefore, of the view that it is not permissible for the High Court to reassess or reappraise the evidence to arrive at a finding contrary to the finding of fact recorded by the Court below."

(16) Similar view has been taken in the case of ***Shiv Lal*** *versus* ***Sat Parkash (8)*** and ***Bhoop Chand*** versus ***Kay Pee Cee Investments (9).*** Sub section 6 of Section 15 of the Haryana Act also fell for consideration in the case of ***Lachhman Dass*** versus ***Santokh Singh (10).*** Placing reliance on ***Hari Shankar*** *versus* ***Rao Girdhari Lal Chowdhury (11)*** ; ***State of Kerala*** *versus* ***K. M. Charia Abdullah and Co. (12)*** and ***Neta Ram*** *versus* ***Jiwan Lal (13),*** their Lordships pointed out the distinction between the revisional power under the Rent Act and the appellate power which reads as under :

> "From the use of the expression "Legality or propriety of such order or proceedings" occurring in sub-section (6) of Section 15 of the Act, it appears that no doubt the revisional power of the High Court under the Act is wider than the power under Section 115 of the Code of Civil Procedure which is confined to jurisdiction, but it is also not so wide as to embrace within its fold all the attributes and characteristics of an appeal and disturb a concurrent finding of fact properly arrived at without recording a finding that such conclusions are perverse or based on no evidence or based on a superficial and perfunctory approach. If the High Court proceeds to interfere with such concurrent findings of fact ignoring the aforementioned well-recognised principles, it would amount to equating the revisional powers of the High Court as powers of a regular appeal frustrating the fine distinction between an appeal and a revision. That being so unless the High Court comes to the conclusion that the concurrent findings recorded by the two courts below are wholly perverse and erroneous which manifestly appear to be unjust there should be no interference."
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> (emphasis supplied by me)

(8) 1993 (Suppl.) 2 SCC 345
(9) (1991) 1 S.C.C. 343
(10) (1995) 4 S.C.C. 201
(11) AIR 1963 S.C. 698
(12) AIR 1965 S.C. 1585
(13) AIR 1963 S.C. 499

(17) From the above enunciation of law laid down by the Supreme Court it is evident that despite wider nature of powers of revision with the High Court under the Rent Act than the power of revision under Section 115 of the Code of Civil Procedure, 1908, a distinction has to be maintained between a revision and an appeal. The ground of revisions are limited and can be summed up as under:

(a) Findings are perverse ;

(b) Findings are bald and without evidence ;

(c) Findings are based on perfunctory and superficial approach;

(d) Findings are wholly unreasonable ;

(e) Findings cannot be reversed by re-assessing evidence merely because a view different than the one recorded by the Courts below is possible ;

(f) Powers of revision under sub-section (6) of Section 15 of the Act do not extent to power of regular appeal.

(18) When the facts of the present case are examined in the light of the principles laid down in the binding precedents referred to above, no doubt is left that there is no scope for this Court to interfere in the finding of fact recorded by both the Courts below. It cannot be concluded that the concurrent finding of facts recorded by both the Courts below are superficial and perfunctory in nature. It can also not be said that the material pieces of evidence have not been considered by both the Courts below. Therefore, the revision petition is devoid of any merit and is thus liable to be dismissed.

(19) For the reasons recorded above, this petition fails and the same is dismissed.

R.N.R.