

**JUDGMENT SHEET
IN THE LAHORE HIGH COURT, RAWALPINDI
BENCH, RAWALPINDI
JUDICIAL DEPARTMENT**

Writ Petition No.2390 of 2024

Raja Zulfiqar Ali

Versus

Muhammad Sadiq & others

J U D G M E N T

Date of hearing: 02.09.2024
Petitioner by: Sh. Istamadat Ali, Advocate.

Respondents by:`` Mr. Imran Shaukat Rao, Assistant Advocate
General on Court’s call.

MUHAMMAD SAJID MEHMOOD SETHI, J.: Through instant petition, petitioner has called in question order dated 25.05.2024 and judgment dated 13.07.2024, passed by learned Special Judge (Rent) and Additional District Judge, Talagang, respectively, whereby ejectment petition, filed by respondent No.1, was concurrently allowed.

2. Brief facts of the case are that respondent No.1 filed petition for eviction of petitioner from shop in question by contending that tenancy period expired on 04.03.2023, after which new tenancy agreement was not executed between the parties, however petitioner neither vacated the rented premises nor paid the rent w.e.f. 01.01.2024. Petitioner contested the ejectment petition by filing petition for leave to contest. After hearing arguments of the sides, learned Special Judge (Rent) dismissed the said application and accepted the ejectment petition, directing petitioner to deliver vacant possession of the demised premises within 60 days positively, vide order dated 25.05.2024. Feeling aggrieved, petitioner filed appeal before learned Additional District Judge,

Talagang, which met with the same fate vide judgment dated 13.07.2024. Hence, instant petition.

3. Learned counsel submits that petitioner spent an amount of Rs.23 lacs on completion of rented premises, which is *Pagri* in terms of Section 2(e) of the Punjab Rented Premises Act, 2009 (**“the Act of 2009”**) and the Rent Tribunal was to decide the fate of *Pagri* amount while deciding the ejectment petition. He adds that tenancy agreement had to expire on 15.03.2024 and an amount of Rs.100,000/- from the advance amount was still in the possession of respondent No.1 / landlord, thus, the said amount was liable to be adjusted in the rent till 15.03.2024. He further submits that material aspects of the matter have been overlooked while passing the impugned decisions.

4. Heard. Available record perused.

5. Relationship of landlord and tenant and execution of rent agreement dated 14.02.2018 with its terms and conditions are undisputed and admitted between the parties. Execution of rent agreement dated 14.02.2018 with its terms and conditions is also admitted. Expiry of duration of tenancy period, as alleged in ejectment petition, was also acknowledged by petitioner in his application for leave to contest, however his main stance is that delay in vacation of rented premises and payment of arrears of rent was due to dispute over non-payment of Rs.23 lacs by respondent No.1, incurred by petitioner on renovation of the rented premises.

6. Record shows that tenancy period commenced from 05.03.2018 and lapsed after completion of five years on 04.03.2023. Thereafter, no fresh tenancy agreement was executed between the parties regarding extension of tenancy period and petitioner has not tendered any documentary proof to negate this fact. Non-payment of rent after expiry of aforesaid period is also an established fact. In these circumstances grounds (a) & (b) mentioned in Section 15 of the Act of 2009 were available to

landlord / respondent No.1 in order to seek eviction of tenant / petitioner.

7. The prime contention of petitioner to defend the aforesaid defaults is the amount allegedly incurred by him on renovation as well as has emphasized on Clause 6 of the tenancy agreement dated 14.02.2018, which reads as under:-

6. یہ کہ دوکان برائے پارلر کی خوبصورتی تزئین و آرائش کی خاطر چھت پر سیلنگ اور فرش پر ٹائیل فینسی کا کام پارلر کا مالک خود کرائے گا یعنی کرایہ دار کی ذمہ داری ہوگی۔ اس پر اٹھنے والے اخراجات بصورت بے دخلی مالک جائیداد من مقررہ کرنے کا پابند ہوگا۔

8. The petitioner's claim is that renovation expenses qualify as *Pagri* under Section 2(e) of the Punjab Rented Premises Act, 2009, which reads as under:-

"*pagri*" includes any amount received by a landlord at the time of grant or renewal of a tenancy except advance rent or security."

From the above definition, the contention of petitioner is not legally sustainable. *Pagri* is traditionally defined as a payment made for the right to occupy a rented property and is distinct from costs incurred for property improvements. Such expenses do not fall within the statutory definition of *Pagri* and are not afforded protection under the Act. Claims related to renovation expenses are more appropriately pursued in a Civil Court, where matters of this nature can be properly adjudicated.

9. Rent Tribunals are specifically established to regulate relationships between landlords and tenants, ensuring that disputes arising from tenancy agreements are resolved in a timely and cost-effective manner. Their jurisdiction is not intended to serve as an alternative forum for claims that fall under the purview of Civil Courts, particularly those involving financial recoveries or damages unrelated to the tenancy itself. In the present case, the petitioner's claim for the recovery of renovation costs incurred during the tenancy falls outside the scope of the Rent Tribunal's authority.

Such claims must be pursued in a Civil Court, where the appropriate legal framework exists to address issues of financial restitution and contractual obligations. The Rent Tribunal's role is limited to matters directly concerning the tenancy, such as eviction or rent disputes, and does not extend to broader financial claims that require more comprehensive legal examination of detailed evidence. This jurisdiction is also not available qua claims of possession through partition or disputed title or ownership claim on the basis of sale agreement or claim of possession on the basis of some agreement or for that matter other claims that are required to be resolved by the Civil Courts. This view is also supported by the dictum laid down in Mst. BOR Bibi and others v. Abdul Qadir and others (1996 SCMR 877), Karam Rasool v. Town Committee, Zafarwal and others (2006 SCMR 1061), Mst. Seema Begum v. Muhammad Ishaq and others (PLD 2009 Supreme Court 45), Khawaja Waliullah and others v. Haji Amir Maqsood (1999 CLC 400) and Abdul Rehman v. Additional District Judge and 2 others (2024 MLD 413).

10. Needless to say that claim of renovation costs is unlikely to protect the petitioner from the eviction order, which has been rightly passed by the learned Courts below after a correct appreciation of the applicable law and the facts of the case. There is no basis for this Court to interfere with the impugned decisions in the exercise of its constitutional jurisdiction.

11. In view of the above, instant petition, being devoid of any merit, is hereby **dismissed** with no order as to costs.

(Muhammad Sajid Mehmood Sethi)
Judge

APPROVED FOR REPORTING

Judge