



CGHC010324262026



2026:CGHC:37723-DB

AFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WP227 No. 1079 of 2026

1. Mukesh Kumar Chandrakar S/o Vishnu Prasad Aged About 49 Years R/o Amakherwa, Manendragarh, District : Manendragarh-Chirmiri-Bharatpur, Chhattisgarh

... Petitioner

versus

1. Ajay Kumar Mandal S/o N. K. Mandal Aged About 46 Years R/o Ward No. 16, Amakherwa, Manendragarh, District : Manendragarh-Chirmiri-Bharatpur, Chhattisgarh

... Respondent

For Petitioner : Mr. Shobhit Koshta, Advocate

DB: Hon'ble Mr. Justice Parth Prateem Sahu,J

& Hon'ble Mr. Justice Sachin Singh Rajput, J

Order on Board

Per Parth Prateem Sahu, J

21.08.2026

1. Tenant-petitioner has filed the present petition under Article 227 of the Constitution of India assailing the order dated 01.07.2026 passed by the Chhattisgarh Rent Control Tribunal, Raipur (henceforth 'the Tribunal') in Appeal No.49-A/2025 thereby affirming the order of eviction dated 15.07.2025

passed by the Rent Control Authority in Case No.201808010400017/A-92 (A) year 2017-18 (Ajay Kumar Mandal vs Mukesh Kumar Chandrakar).

2. Facts of the case, in brief, are that landlord-respondent filed an application under Sr.No.11 (h) of Schedule-2 of Section 12 (2) of the Chhattisgarh Accommodation Control Act, 2011 (for short 'the Act of 2011') seeking eviction of tenant-petitioner herein from the shop constructed in an area 250 sq. ft. forming part of a commercial complex over 765 sq. ft. of area in Ward No.16, Aamakherwa, Manendragarh (henceforth 'the suit shop'). It was pleaded in the application that in the year 1998 the suit shop was given on rent to petitioner from where he is running an optical shop in the name and style of 'Bhumika Optical'. Initially, tenancy was at the rate of Rs.800/- per month for a period of 11 months. It was agreed that there will be increase of 10% of rent amount after three years. On 21.09.2015, the amount of rent was fixed at Rs.1,300/- per month and petitioner has deposited security amount of Rs.6,000/-. Petitioner has stopped paying rent from August 2017. On 07.12.2017 the respondent had issued legal notice to the petitioner demanding arrears of rent, giving him six months' time to vacate the suit shop. Petitioner did not vacate the suit shop even after expiry of six months' notice period and instead in reply to legal notice denied the tenancy.

Hence, the respondent has submitted an application seeking vacant possession of suit shop, arrears of rent of Rs.14,300/- and future rent at the rate of Rs.1300/- per month from July 2018 till the date of judgment and thereafter till the date of eviction.

3. The tenant submitted a reply to eviction application, denying the averments made therein. He specifically denied the title of the respondent over suit shop as also existence of any landlord-tenant relationship between the parties, contending that respondent had no right or authority to let out the suit shop to him and that the alleged rent agreement relied upon by the respondent is forged and fabricated. He further denied that any legal notice was allegedly issued by the respondent to him. In his additional submissions, he pleaded that the suit premises has been constructed on government land and that he has been running his shop therein since 1996. Prior to him, his predecessors had been carrying on the said business from the same premises. Since he is not a tenant of the respondent, the provisions of the Act of 2011 are not applicable to the premises in question.
4. The Rent Controlling Authority after framing necessary issues and recording evidence of the parties, has held that petitioner herein failed to establish by leading cogent evidence that he is occupying the suit shop independently and not as a tenant

of respondent. On the other hand, from the fact electricity meter installed in the suit shop as well as payment receipts of property tax and water tax stands in the name of respondent, it is clearly established that respondent is the owner of suit shop and hence, landlord-tenant relationship exists between the petitioner and respondent herein and since despite service of six months notice under the Act of 2011, petitioner has neither handed over vacant possession of suit shop nor paid arrears of rent to respondent, the petitioner has been directed to handover vacant possession of suit shop to respondent and also to pay arrears of rent of Rs.1,09,200/- within 30 days. It was further directed that landlord will not leased out the suit shop at a higher rent for atleast 12 months thereafter.

5. Being aggrieved with the order of the Authority, the tenant filed an appeal before the Rent Control Tribunal, Raipur which was also dismissed by the order impugned dated 01.07.2026 affirming the order of eviction passed by the Authority. Hence, this writ petition is filed challenging the concurrent findings rejecting the objection regarding title of the landlord and the purported absence of landlord-tenant relationship between the parties.
6. Learned counsel for petitioner-tenant would submit that the impugned order passed by the Tribunal below affirming the

order of eviction passed by learned Authority is not sustainable in the eyes of law as the same is not based upon proper appreciation of facts as well as law and as such, liable to be set aside. He submits that petitioner has constructed the suit shop and is in possession and occupation of the same since long. Respondent has not produced any document showing his title over the land or suit shop standing thereon, except tax payment receipts of his house. Even, mere payment of property tax, water tax etc. by respondent does not confer title over the property in question. Such payments are made only for fiscal purposes and the same cannot be construed as title document. He further submits that commencement of tenancy, as alleged by respondent, was never established as the execution of tenancy agreement between the parties was not proved by respondent as per law. In absence of proof of title of respondent over the land in question and in view of specific case of petitioner that the landlord-tenant relationship between the parties does not exist, the Authority had no jurisdiction to decide the case and pass the order for eviction. Hence, both the authorities without appreciating the facts and circumstances of the case as well as the evidence on record, have wrongly passed the impugned orders, which are liable to be interfered with.

7. Heard learned counsel for petitioner and perused the documents available in record of writ petition including the certified copies of the record of authority below placed on record by learned counsel for petitioner during course of arguments.
8. Perusal of application filed by respondent herein under clause (h) of Schedule-1 to Section 12 (2) of the Act of 2011 would show that respondent has claimed himself to be the owner of a commercial complex consisting of three shops constructed over an area of 765 sq ft. in Ward No.16 of Aamakherwa Manendragarh. pleading that respondent is regularly paying property tax etc. to municipal council and he is recorded as owner in the record of municipal council. Electricity meter in suit shop is also installed in the name of respondent. A rent agreement was executed between the parties for a period of 11 months which was extendable further period of 11 months till expiry of three years and thereafter fresh rent agreement was to be executed. Rent was to be increased @ 10% after expiry of period of three years. Respondent herein being the landlord under Section 12 (2), Schedule 2 serial 11 (h) of the Act of 2011, issued notice dated 07.12.2017 to petitioner herein within a period of six months and despite service of notice, since the tenant failed to vacate the premises within a period of 6 months, an application was filed before the Rent

Controlling Authority for ejectment. In support of his claim, respondent has produced tax payment receipt issued by Municipal Council Manendragarh (Surgua), agreement dated 21.9.2015, legal notice, its reply and certificate issued by Municipal Council Manendragarh to the effect that the house of respondent is situated in Ward No.16 of Manendragarh Municipal Council and he has paid all the taxes due to municipal council and there is no arrears of tax.

9. For establishing the landlord-tenant relationship, respondent-landlord has examined himself, Samaylal Pav, Vinay Kumar. Samaylal Pav in his examination-in-chief submitted in the shape of an affidavit under Order 18 Rule 4 of Civil Procedure Code 1908, has deposed that he had taken a shop on rent from respondent herein situated at Aamakherwa Road, Manendragarh. He was running business of selling opticals in said shop. Electricity meter installed in the shop was in the name of respondent. Petitioner herein was learning work of opticals and when he vacated the shop, the same was taken on rent by petitioner herein from respondent and since then he is occupying said shop as a tenant.
10. Vinay Kumar, a tenant in another shop of respondent situated adjacent to suit shop, has deposed that he has been tenant in the shop constructed by petitioner for the last four years.

Petitioner is also tenant in the shop of respondent situated adjacent to his shop.

11. Petitioner has refuted the aforementioned claim of respondent and denied existence of landlord-tenant relationship between the parties, by disputing ownership of respondent over the shop in question, stating that the suit shop is constructed over the government land and rent agreement is forged by the respondent.
12. When a tenant denies ownership of landlord and asserts an independent right, it is obligatory upon him to establish the source, nature and basis of his possession, that is to say, when and how he came into possession, from whom such possession was obtained, in what capacity he entered, and what right or title, according to him, authorizes his continued possession. A mere assertion that the landlord is not the owner, without disclosing the tenant's own source of possession, cannot constitute proof of an independent right.
13. In the case at hand, the petitioner-tenant has denied landlord-tenant relationship as also ownership of respondent-owner stating that shop in question is constructed over government land, but no material has been brought on record by petitioner to show that the land over which shop in question is constructed, is recorded in the name of the Government. In cross-examination, petitioner admitted that electricity meter

installed in shop is in the name of respondent-landlord. He had not submitted any application for electricity connection. He has not deposited property tax or other tax, as is discussed in the order of the Authority. This discussion of the Authority in its order is not disputed to be erroneous or perverse. Whereas, claim of respondent that he is owner of suit shop gets strengthen from the tax payment receipts issued by Municipal Council Manendragarh and the fact that electricity meter installed in the suit shop stands in the name of respondent. When the petitioner is claiming that he is in possession of suit shop not as a tenant of respondent, he must have come forward with an explanation as to how the electricity meter in the suit shop came to be installed in the name of respondent, however, petitioner has not offered any explanation in this regard, which strengthens the case of respondent that petitioner was inducted as a tenant in the suit shop. Although, tax payment receipts by themselves may not constitute conclusive proof of title, the same are, however, relevant material which, supports the respondent's claim regarding the ownership. Whereas, petitioner has not placed on record even a single document to establish that he came into possession of, or has been occupying, the suit shop in any capacity other than as a tenant of respondent. Rather, the petitioner himself has admitted that he is a tenant in the

suit shop. This admission is evident from the order dated 15.07.2025 passed by the Authority, wherein it has been categorically recorded that, in connection with a dispute that arose between the parties regarding carrying out of repair works in the suit shop, the petitioner lodged a report at the concerned police station, wherein he expressly represented himself as a tenant of the respondent's father. This observation made by the Authority in its order is not disputed to be wrong or perverse. Evidently, this circumstance also supports the existence of a tenancy in respect of the suit shop and is inconsistent with the petitioner's subsequent assertions.

14. Factum of landlord-tenant relationship gets further corroboration from the rent agreement (Ex.P-5) executed between the parties. This agreement has been notarized by Notary Vijay Prakash Patel. To prove execution of this rent agreement, respondent has examined Notary Vijay Prakash Patel, who had notarized the rent agreement. He clearly deposed that rent agreement, Ex.P-5, was executed between the petitioner and the respondent in his presence. Though petitioner has denied the rent agreement and asserted that the same is forged and fabricated. However, there is no evidence brought by the petitioner to prove that the rent agreement relied upon by respondent is forged and fabricated

and was never executed. Mere allegation that the rent agreement is forged and fabricated, in the absence of cogent and reliable evidence substantiating such allegation, cannot lead to the conclusion that the rent agreement is forged and fabricated. Since the petitioner has failed to prove that the rent agreement was forged, the veracity of the execution of rent agreement remains unchallenged. This apart, statement of witnesses Samay Lal Pav (erstwhile tenant of suit shop) and Vinay Kumar (existing tenant of shop adjacent to suit shop), also fortifies the case of respondent that he is owner of the shop in question and petitioner was inducted as a tenant in suit shop.

15. It is a common or golden principle of law that 'preponderance of probabilities' would govern adjudication in civil cases'. In case of **M. Siddiq (Dead) Through Legal Representatives (Ram Janambhumi Temple Case) vs. Mahant Suresh Das and others**, reported in **(2020) 1 SCC 1**, Hon'ble Supreme Court elaborated the standard of proof in civil cases and held that it is governed by the preponderance of probabilities standard. Hon'ble Court held as hereunder:-

"720. The court in a civil trial applies a standard of proof governed by a preponderance of probabilities. This standard is also described sometimes as a balance of probability or the preponderance of the evidence. Phipson on Evidence formulates the standard succinctly: If

therefore, the evidence is such that the court can say "we think it more probable than not", the burden is discharged, but if the probabilities are equal, it is not. In *Miller v. Minister of Pensions*, [*Miller v Minister of Pensions* (1947) 2 All ER 372], Lord Denning, J.(as the Master of Rolls then was) defined the doctrine of the balance or preponderance of probabilities in the following terms: (All ER p. 373 H) "(1) ... It need not reach certainty, but it must carry a high degree of probability. Proof beyond reasonable doubt does not mean proof beyond the shadow of doubt. The law would fail to protect the community if it admitted fanciful possibilities to deflect the course of justice. If the evidence is so strong against a man as to leave only a remote possibility in his favour which can be dismissed with the sentence, "of course it is possible, but not in the least probable" the case is proved beyond reasonable doubt, but nothing short of that will suffice.

"721. The law recognises that within the standard of preponderance of probabilities, there could be different degrees of probability. This was succinctly summarised by Denning, L.J. in *Bater v. Bater*, 1951 P. 35 (CA) where he formulated the principle thus: (p. 37) "... So also in civil cases, the case must be proved by a preponderance of probability, but there may be degrees of probability within that standard. The degree depends on the subject-matter." (emphasis supplied)

725. The Court recognised that within the standard of preponderance of probabilities, the

degree of probability is based on the subject-matter involved.”

16. Recently, in SLP (C) No.6470/2022, parties being Gastrade International vs Commissioner Of Customs, decided on 28.3.2025, Hon’ble Supreme Court has considered the expression ‘preponderance of probabilities’ and observed thus:-

“74. At this juncture it may be apposite to dwell briefly upon the meaning of the expression “preponderance of probability” in contradistinction to “proof beyond reasonable doubt.

76. Different standards of proof have evolved in criminal and civil jurisdictions in course of time considering the differential stakes involved in these proceedings. In a criminal proceeding, the stakes are higher for a defendant as it involves precious rights and liberties of the person with a potential to lose the same if convicted of the offence charged. On the other hand, civil liability is less blameworthy, and penalty, if any, is less severe.”

17. In the sequel to the aforesaid discussion, the net result which surfaces is that respondent has produced sufficient positive material on record establishing existence of landlord-tenant relationship with the petitioner. Significantly, no admissible evidence of possession and occupation of petitioner in suit shop in his independent capacity and not as a tenant of respondent or that the rent agreement relied upon by

respondent is a forged and fabricated document, is brought on record by petitioner.

18. It is well settled that question of absolute title to the property is not required to be adjudicated in the eviction proceeding. For the purpose of eviction proceedings, the authorities below were required to determine whether the landlord had established the landlord-tenant relationship between the parties. In case at hand, it is evident that on the basis of the facts and evidence available on record, as discussed above, the respondent had established the existence of relationship of landlord-tenant between him and the petitioner in relation to suit shop.
19. Hence, taking into consideration the facts and evidence on record and factor of preponderance of probabilities, in the considered opinion of this Court, the finding of learned Rent Controlling Authority as to the existence of relationship of landlord-tenant is on the basis of proper appreciation of evidence available on record and there is no infirmity in the same warranting interference.
20. Let us now examine whether the respondent-landlord has satisfied the statutory requirements prescribed under the Act of 2011 so as to get a decree of eviction against the petitioner-tenant.

21. Schedule 2 of the Act of 2011 which lays down the rights available to the landlords, is framed under Section 12(2) of the Act, 2011. The right conferred upon the landlord under Serial No.11(h) of Schedule 2 of Section 12 (2) of the Act of 2011, enables the landlord to terminate the tenancy by serving upon the tenant a notice in writing of six months, without being required to assign any reason for such termination, subject to the condition that the accommodation shall not be let out at a higher rent for a period of at least twelve months thereafter. For the sake of brevity, clause 11 (h) of the Schedule 2 of the Act, 2011 is reproduced hereunder:-

“(h) On 6 months notice to the tenant in writing, without any obligation to assign any reason, but on the condition that the accommodation will not be leased out at a higher rent for atleast 12 months thereafter:

Provided, however, that in case of the following special categories of landlords and/or their spouse desiring the accommodation back for own use, the period of notice shall be one month: current or retired government servants, widows, personnel of the armed forces, persons coming to physical or mental handicap, and senior citizens (above the age of 65 years).”

22. In case at hand, by invoking the right granted under clause 11 (h) of Schedule-2 of Section 12 (2) of the Act 2011, respondent-landlord sent six months' notice of eviction of the suit shop to petitioner-tenant on 07.12.2017 vide Ex.P-12, which was replied by petitioner by his reply dated 24.04.2018. Notice stood expired on completion of six months i.e. on 06.05.2018, and thereafter, application for eviction has been filed on 02.07.2018. Hence, statutory requirement for serving 6 months' prior notice, enumerated under sub-para (h) of Sr. No.11 appended with Schedule 2 under Section 12 (2) of the Act of 2011, has clearly been fulfilled by respondent-landlord, therefore, he is entitled for grant of eviction of the suit shop.
23. The jurisdiction of this Court under Article 227 of the Constitution of India is supervisory in nature, it is not akin to an appellate jurisdiction enabling a re-appreciation of evidence or substitution of findings merely because another view is possible. Interference is warranted only where the findings of the authorities below suffer from illegality, material irregularity, patent perversity, or manifest error of law resulting in miscarriage of justice. So long as the concurrent findings of fact are supported by legally admissible evidence and are neither arbitrary nor perverse, the Court will refrain from disturbing them. Interference is justified only where the findings are shown to be perverse, based on no evidence,

contrary to the material on record, or affected by patent illegality or jurisdictional error.

24. In the matter of **Deepak Tandon & Anr. Vs. Rajesh Kumar Gupta**, reported in **(2019) 5 SCC 537**, Hon'ble Supreme Court while dealing with an eviction proceeding under the U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972, wherein the Prescribed Authority had allowed the landlord's application for eviction, which was affirmed by the Appellate Authority, however, the High Court, in exercise of jurisdiction under Article 227 of the Constitution of India, interfered with the concurrent findings of the two authorities below. In such circumstance, it was held by Hon'ble Supreme Court that concurrent findings recorded of the facts of two authorities below are binding on the writ court being based on appreciation of evidence and did not call for any interference in writ jurisdiction.
25. As discussed above, the Rent Controlling Authority, after appreciating the evidence available on record, recorded a finding regarding the existence of landlord-tenant relationship and the Tribunal affirmed the said finding. We have also considered the material available on record and find no perversity, illegality or jurisdictional error in the concurrent findings recorded by the authorities below warranting

interference of this Court under Article 227 of the Constitution of India.

26. For the foregoing discussion, the writ petition being meritless is liable to be and is hereby dismissed. No order as to costs.

Sd/-
(Parth Prateem Sahu)
Judge

Sd/-
(Sachin Singh Rajput)
Judge

roshan/-