

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No. 2905 of 2015 (O&M)

Date of decision: 04.08.2015

Loak Lehar Janj Ghar Society

... Petitioner

versus

Beant Singh

.... Respondent

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. Rajinder Sharma, Advocate for the petitioner.

K.Kannan, J.

The relationship of landlord and tenant was denied by the tenant and the landlord wanted to prove the rent note. The tenant admitted the signature in the rent note but contended that the signature is obtained by fraud. The Court below states that the Rent Controller found that the rent note had not been established and the jural relationship of landlord and tenant was consequently not proved. The appellate Court affirmed the said finding.

Learned counsel argues that the defendant did not cross-examine anyone, although he set up a case of fraud. It is not an expression 'fraud' that is material for determining the burden of proof. The defendant was denying the relationship of landlord and tenant and contended that to be the signature on documents were taken by fraud and the same is considered as a denial of instrument in itself. The burden was only on the petitioner to prove the validity of the instrument and establish his status as

a landlord. I do not think there is any error in the order of the Court below in holding the view that the petitioner had not established, what was the fundamental pre-requisite, which proved the jural relationship between landlord and tenant to maintain the action for eviction.

I decline to make interference.² The civil revision petition is dismissed.

The petitioner will be at liberty to institute the appropriate civil suit and recover the possession in accordance with law and he will not be fettered in any way by any observations against the petitioner in this order, or the observations of the Courts below.

(K.KANNAN)
JUDGE

04.08.2015

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