

In the High Court of Punjab and Haryana at Chandigarh

Civil Revision No. 3914 of 2015 (O&M)
Date of Decision: 03.7.2015.

Amrik Singh

.....Petitioner

Versus

Sukhwinder Singh and others

.....Respondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. S.S.Bains, Advocate
for the petitioner.

SABINA, J.

Respondents No. 1 and 2 had filed the ejection petition seeking ejectment of the petitioner from the premises in question. Learned Rent Controller vide order dated 31.3.2014 allowed the ejectment petition. Aggrieved against the said order, petitioner preferred an appeal and the same was dismissed by the Appellate Authority vide judgment dated 6.5.2015. Hence, the present petition by the petitioner-tenant.

I have heard the learned counsel for the petitioner and have gone through the record available on the file carefully.

Respondents had sought ejectment of the petitioner from the premises in question on the grounds of arrears of rent, subletting and that the premises in question was required by them for their personal use and occupation. The case of the respondents was that they had purchased the property in question on 25.11.2004.

The case of the petitioner, on the other hand, was that,

in fact, he was the owner of the premises in question. Harminder Kaur had executed an agreement to sell dated 4.8.2000 in his favour. However, Harminder Kaur had failed to execute the sale deed in his favour and he had filed a suit for specific performance of agreement to sell against Harminder Kaur and her husband Dalbir Singh. Dalbir Singh sold the property in question to the respondents. It was further averred that the claim of the respondents was based on sale deed dated 25.11.2005 which was illegal.

It has been noticed by the learned Rent Controller that petitioner had failed to place on record any sale deed or transfer deed to prove his ownership qua the premises in question. Rather, the petitioner had admitted in his cross-examination that prior to the purchase of the property, as alleged by him, he was living in the premises in question along with his father as a tenant. So far as the agreement to sell relied upon by the petitioner is concerned, it has been noticed by the learned Rent Controller that original of the same had not been produced in the Court. It has further been noticed by the learned Rent Controller that the agreement to sell Exhibit R-1 was in the shape of an affidavit and the addresses of the witnesses, who had signed the said document, were not mentioned. Any of the witnesses, who had allegedly signed Exhibit R-1, had also not been examined to prove its execution. The sale deed executed in favour of the respondents was under challenge by the petitioner. The suit for specific performance of agreement to sell filed by the petitioner had been dismissed in default.

Further, it has been noticed by the Appellate Authority that the claim of the petitioner was that his father had purchased

half share in the suit property vide registered sale deed dated 27.10.1994 but no such document was proved on record. In the facts and circumstances of the present case, the Courts below rightly held that the petitioner had failed to establish that he was owner of the premises in question.

The case of the respondents is that the petitioner had sublet one room on the first floor to Baldev Kumar without their permission. Baldev Kumar was allowed to use the common latrine/bathroom on the ground floor. Petitioner, in his written statement, stated that he had inducted Navin Kumar and Ayodhya as tenants. In view of the written statement filed by the petitioner, the Courts below rightly held that the petitioner was liable to be ejected from the premises in question on the ground of subletting.

Respondents had also sought ejectment of the petitioner on the ground that he was in arrears of rent. Petitioner, on the other hand, had alleged that he was the owner of the premises in question. The said plea of the petitioner had not been established by him. Thus, there was no evidence led by the petitioner that he had paid the rent from December 2005. Hence, the Courts below rightly held that the petitioner was in arrears of rent since December 2005 onwards.

Respondents had also sought ejectment of the petitioner on the ground that they required the premises in question for their own use and occupation. The case of the respondents was that they wanted to demolish the old construction and wanted to construct a new house for their use and occupation. It is a settled proposition of law that the landlord is the best judge qua his needs and requirement. There is nothing on record to suggest that the need

put-forth by the landlord was not genuine.

The Courts below had, thus, rightly ordered the ejectment of the petitioner from the premises in question as the respondents had been successful in proving their case.

No ground for interference is made out.

Dismissed.

**(SABINA)
JUDGE**

July 03, 2015
Gurpreet