

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.**

Civil Revision No.8254 of 2014 (O&M)

Date of Decision: January 23, 2015.

Gurdev Singh

.....PETITIONER(s).

VERSUS

Gurjit Singh and another

....RESPONDENT(s).

CORAM:- HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Namit Gautam, Advocate
for the petitioner (s).

SURINDER GUPTA, J.

Gurjit Singh, respondent on purchase of property bearing No.B-XXVI-482 and plot No.182 vide sale deeds dated 27.12.1999, 28.12.1999 and 03.01.2000 executed by attorney of revision petitioner, filed ejectment petition under Section 13 of East Punjab Urban Rent Restriction Act, 1949 (for short the Rent Act) seeking ejectment of revision petitioner from the demised premises on the ground of non-payment of arrears of rent w.e.f. September, 2000 @ ₹3,600 per month and subletting.

The revision petitioner contested the plea taken by the respondent-landlord and denied the relationship of landlord and tenant between the parties. He alleged fraud with regard to the sale deeds dated

27.12.1999, 28.12.1999 and 03.01.2000 executed by Ajit Singh as general power of attorney of revision petitioner. It was pleaded that the revision petitioner had obtained a loan of ₹1,50,000 from Ajit Singh in January, 1998 and agreed to pay interest of ₹3,000 per month on the said amount. His signatures were obtained on blank papers including the stamp papers, cheques by said Ajit Singh, who also took his six photographs as security document for repayment of the loan. It was on the filing of the petition, the revision petitioner came to know about the sale deeds.

On the admission of respondent that power of attorney Ex.PW2/A bears his signatures at mark-A to mark-F, learned Rent Controller observed that this power of attorney was duly registered and is a valid document. In the sale deeds Ex.P2 to P4, there is clear stipulation that possession of the respondent over demised premises shall continue as a tenant for a period of six months at the rate of ₹3,600 per month. It was also observed that the revision petitioner had failed to prove any fraud in the execution of the sale deeds. The ejectment of revision petitioner was ordered on the ground of non-payment of rent.

Not satisfied, the revision petitioner filed appeal before Appellate Authority, Ludhiana, which was dismissed vide judgment dated 25.09.2014.

Learned counsel for the revision petitioner has argued that the revision petitioner had filed suit challenging the sale deeds dated 27.12.1999, 28.12.1999 and 03.01.2000 executed by his attorney Ajit

Singh, which is pending. In the event of sale deeds being held a result of fraud, the revision petitioner will suffer great prejudice, in case he is ejected from the demised premises. The dispute in between the parties is of title which the Rent Controller is not competent of decide and only the Civil Court has the jurisdiction to decide the matter. He has supported his submissions with the observations in case *Nand Kishore Vs. Ved Parkash* reported as 1999(1) RCJ 633.

I have given careful thought to the submissions of learned counsel for the revision petitioner and perused the paper book and record of the Courts below.

The execution of power of attorney by revision petitioner in favour of Ajit Singh is not disputed. This power of attorney was produced and proved on file as Ex.PW2/A. This document was executed on 09.09.1998 and the revision petitioner has admitted his signatures which appear at six places on this power of attorney which include two signatures appended at the time of endorsement made by registration authorities. It also bears the photographs of revision petitioner affixed on the power of attorney. This document was duly proved.

It is not disputed that Ajit Singh, as attorney of revision petitioner, was competent to execute the sale deed of the suit property and to get the sale deed registered. In the sale deed, the tenancy was created in favour of revision petitioner for a period of six months.

Respondent No.1 had purchased the disputed properties vide

three separate sale deeds, each sale deed pertaining to 1/3rd share of the demised premises. Learned counsel for the revision petitioner has argued that when three tenancies were created, one petition relating to all the three tenancies is not maintainable.

The above argument advanced by learned counsel for the revision petitioner carries no weight. The premises is a composite one bearing property No.B-XXVI-482. In the sale deeds, separate tenancy of any specific portion of the demised premises was not created. While selling 1/3rd share each vide sale deeds Ex.P2, Ex.P3 and Ex.P4, the revision petitioner retained possession of that share for a period of six months as tenant on the monthly rent of ₹1200 per month for each share. This depicts that in fact a composite tenancy of the entire premises was created in favour of the revision petitioner through three sale deeds and the tenancy created by each sale deed can neither be segregated nor specifically described. In case landlord had opted to file separate petitions based on each sale deed, it could not be defined as to which specific portion of the building had been let out under each sale deed.

In view of the above facts and circumstances, no dispute of title has arisen before the Rent Controller. The mere fact that revision petitioner had filed suit challenging the sale deeds executed in the year 1999 and 2000, in no manner, bars the petition filed by respondent No.1- Gurjit Singh under Section 13 of the Rent Act.

In case of *Nand Kishore Vs. Ved Parkash (supra)*, the sale

deed produced by the landlord was held as not pertaining to the tenanted premises. The tenant had proved that he had purchased the land of particular khasra number over which he had constructed his shop which was in dispute. It was in these circumstances that the observations were made that the question of relationship of landlord and tenant involved is a basic question of title.

In the present case, the respondent-landlord has duly proved the execution of the sale deeds of the demised premises in his favour and the relationship of landlord and tenant between revision petitioner and respondent No.1. Both the Courts below on the basis of evidence on file, have committed no error of law or fact while recording the findings regarding the relationship of landlord and tenant between the parties.

On perusal of paper book and the record of the Courts below, I find no factual or legal infirmity in the order passed by the Rent Controller and judgment passed by the Appellate Authority, calling for any interference.

This revision petition has no merits. Dismissed.

January 23, 2015.
Sachin M.

(SURINDER GUPTA)
JUDGE