

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

CR No.8496 of 2014(O&M)

Date of Decision : 12.5.2015

Karamjit Singh

.....Petitioner

Versus

Kamal Jain and ors.

.....Respondents

CORAM:- HON'BLE MR. JUSTICE GURMIT RAM

Present: Mr. Liaqat Ali, Advocate for the petitioner.

GURMIT RAM, J.

This revision petition is preferred by the petitioner-tenant against the order dated 8.1.2011 passed by the learned Rent Controller, Malerkotla vide which ejectment petition filed under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 (hereinafter referred to as '*the Act*') for the eviction of the petitioner-tenant and others from the demised premises was accepted and judgment dated 11.4.2014 of learned Appellate Authority, Sangrur vide which the appeal filed against the above said order dated 8.1.2011 passed by the learned Rent Controller was dismissed.

2. The case of the respondent No.1 herein (landlord) before the Rent Controller in brief was that initially the premises in dispute was owned by one Kawaljit Singh son of Darshan Singh. He

rented out the same to one Kanwaljit Singh vide a rent note dated 12.2.1999 on rent @ Rs.600/- per month besides the house tax and electricity charges. The respondent No.1 herein -landlord purchased this property vide sale deed dated 1.7.2003 and at that time it was under the tenancy of different tenants. She asked the petitioner herein(tenant) to pay the rent w.e.f. 1.7.2003 @ Rs.750/- per month which she did not pay. Hence the instant petition.

3. Upon notice, respondents appeared and filed reply taking the plea that there is no relationship of landlord and tenant between the parties and that they did not take the demised premises on rent from any Kamaljit Singh nor executed any rent note in his favour. The alleged rent note dated 12.2.1999 was stated to be forged and fictitious document. Their further plea was that they took the demised premises on rent from one Darshan Singh @ Rs.250/- per month about five years back, who did not issue any receipt regarding the receipt of rent. Since Kamaljit Singh was not the owner of the property in dispute so as such he was not competent to execute the sale deed qua the same in favour of applicant(herein respondent No.1-landlord). On the basis of pleadings of the parties, issues were framed.

4. Learned Rent Controller after hearing the learned counsel for the parties and going through the record as well, recorded finding that there exists relationship of landlord and tenant between the parties and accepted the ejectment petition vide the impugned order dated 8.1.2011 on the ground of non-payment of rent from 1.7.2003 @ Rs.600/- per month.

5. Then one of the respondents namely Lekh Raj alias Lekh Ram preferred an appeal against this order before the learned Appellate Authority, Sangrur which was dismissed vide impugned judgment dated 11.4.2014.

6. Feeling aggrieved from the findings recorded by both the Courts below, the present petitioner-tenant has come up before this Court by way of the instant revision petition.

7. I have heard the learned counsel for the petitioner-tenant and have also perused the records as available on the file.

8. The learned counsel for the petitioner-tenant has contended that the petitioner-tenant is ready to deposit the arrears of rent as held by both the Courts below. In this regard, it is further his contention that the findings recorded by both the Courts below are not tenable in the eyes of law. In support of his contention, he has also produced the photocopy of one challan receipt dated 29.1.2011 to show the fact that the present petitioner-tenant has already deposited the arrears of rent as held by both the Courts below.

9. As above-said in the case is hand, the petitioner-tenant has denied the relationship of landlord and tenant between the parties from the very beginning. Both the Courts below on the basis of documentary evidence i.e. rent note Ex.A1 and sale deed Ex.A3 rightly came to the conclusion that there exists relationship of landlord and tenant between the parties. It is settled law that if the tenant denied the relationship of landlord and tenant between the parties qua any demised premises and ultimately it was held after the trial of the case that there

exists relationship of landlord and tenant between the parties, then the tenant has no right nor any opportunity is to be granted to him to deposit the arrears of rent in question as claimed by the landlord in the ejectment petition. Herein the learned Appellate Authority has rightly relied upon the case laws as laid down in **Dr.Pawan Kumar Bansal Versus Gaurav Garg 2010(3) CCC 238** and **Ajay Kashyap Versus Mohini Nihawan 2010 (Supplementary) CCC 192(P&H).**

10. It is established on the record that vide sale deed Ex.A3 dated 01.07.2003, the present respondent No.1-landlord has purchased the demised premises from its previous owner Kawaljit Singh. In the case in hand, it was the case of the tenant that he took the demised premises on rent from Darshan Singh and not from Kawaljit Singh. The said Darshan Singh is none-else but the father of said Kawaljit Singh. Then it is also an admission of respondent No.4 Lekh Raj as RW-1 in his cross-examination that Nachattar Kaur was tenant in the demised premises under Darshan Singh. It is also an admitted fact that the petitioner and respondent Nos.2 to 4 herein are the LRs of said Nachattar Kaur. So by operation of law, they are to step into the shoes of original tenant Nachatar Kaur and as such to become tenants of the present respondent No.1-landlord qua demised premises who had purchased the property in dispute vide sale deed Ex.A3 from its previous owner Kawaljit Singh.

11. No other point has been argued by the learned counsel for the petitioner.

12. In the light of the above discussion, the instant

revision petition is held to be devoid of any merit. So, it stands dismissed and disposed of accordingly.

12.5.2015

**(GURMIT RAM)
JUDGE**

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1. To be referred to the Reporters or not? Yes/No
2. Whether the judgment should be reported in the Digest? Yes/No