

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No. 456 of 2002 (O&M)

Date of decision: 01.04.2015

Rama Nand

... Petitioner

versus

Sunder Pal

.... Respondent

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. M.L. Saini, Advocate for the petitioner.

Mr. N.S. Shekhawat, Advocate for the respondent.

K.Kannan, J.

The petition for eviction was filed on the ground of non-payment of rent for a period of three years, namely from 15.05.1989 to 16.05.1992. The tenant contested the petition on the ground that there was no form of tenancy between the petitioner and him and he is not a tenant of the premises. He also urged that the landlord filed a similar petition on the same ground in the year 1981 and the plaintiff took up a plea denying the relationship. The landlord withdrew the petition without more and a fresh petition which has failed as barred by law. The trial Court raised a reasoning that when the petitioner was proving his title through a will executed by the original landlord, the defendant must explain how we came into the property and if there was no proof. The plea of tenancy must only be corrected. In an appeal by the tenant to the Appellate Court, the Court held that the explanation given by the landlord, that his predecessor withdrew a petition only because the tenant paid the rent is too artificial to believe. The court reasoned that if parties had come to Court on a litigation and when the landlord was withdrawing the rent petition on an alleged compromise between the parties that the tenant was paying the whole of the rent, he would not have simply withdrawn without issuing a receipt, therefore, or creating

some documents to re-establish the relationship of landlord and tenant. I find the reasoning of the Appellate authority appropriate and correct, where the landlord was facing a resistance at the instance of the tenants that there was no tenancy and he had perforce to initiate action for ejection, if he was withdrawing the case by payment of rent, he would have been surely circumspect to ensure that his own status as a landlord was put on a sound footing so that there was no prospect of a defence of denial of relationship in the manner that it took steps requiring him to approach the Court. There was no document at all then it must only be taken as unnatural conduct, a characterization that the court below has applied to the landlord's conduct. I will find no reason to interfere with such a reason.

I dismiss the revision petition, but, it will be open to the landlord to file his own regular suit for appropriate reliefs for recovery of possession on title.

(K.KANNAN)
JUDGE

01.04.2015

kv