

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CR No. 3358 of 2002 (O&M)
Date of decision: 11.03.2015

Harbans Singh and others

... Petitioners

versus

Harcharan Singh and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE K. KANNAN

Present: Mr. M.L. Saggar, Senior Advocate with
Mr. Gaurav Grover, Advocate for the petitioners.

Mr. Vaibhav Sehgal, Advocate,
for the respondents.

K.Kannan, J.

The petition is against the order rejecting an application for amendment and prayer for impleadment, brought through a single petition in an action for ejectment before the Rent Controller. The petitioner, who claimed as a tenant from one Bant Singh faced an action at the instance of some persons who claimed as purchasers of property from some of the legal representatives of the original landlord. It is not in dispute that the petitioner as a tenant admitted his status as a tenant vis-a-vis the persons who are seeking for ejectment on the basis of the sale obtained from some of the legal representatives of the original landlord. The purchasers themselves had shares where tenants of some portion of the property from the original landlord.

When the petition was pending, the tenant purchased some portion of the property from other legal representatives of the original landlord and wanted to take a plea that he had himself become the owner of the 5/8th share and hence could not be evicted. He prays for

the impleadment of the other co-owners of the property. The court dismissed the petitions on the ground that the issue of title was irrelevant in the rent action and the petition cannot be allowed.

Learned senior counsel appearing on behalf of the petitioners, argues that when the petition for ejectment was filed and before the petitioners purchased any share in the property from the legal representatives of the original landlord, the persons who filed the petition were competent to file the case as co-owners and, therefore, the petitioners had admitted their status as tenant. When they had come by subsequent purchase there was an occasion to explain that they had themselves become the owners of the property and hence they could not be evicted and the said fact was required to be states by means of amendment of pleadings as a subsequent event.

There is generally no law that a co-owner can maintain an action for ejectment without concurrence of other co-owners, we may examine three distinct situations. If a tenant has taken possession from a particular co-owner, he will be acceded to the status as an exclusive landlord and the tenant will be bound to treat him as such and any other co-owner cannot seek for impleadment nor a tenant would be competent to take a plea that other co-owner must be also made as a party. Here question of ownership becomes irrelevant for it is the jural relationship of the tenant with the particular person be he a owner or not, who could maintain the action. The second situation is, if a tenant has taken the property from a particular person the latter dies and the shares that devolve on several persons would require an attornment in favour of the legal representatives before any action is taken by one against the another. If some of the legal representatives of the original landlord claimed ejectment or persons who purchase shares of some of the legal representatives seek for ejectment, it would be perfectly competent for a tenant to plead for impleadment of all legal representatives and compel such representatives to join. If the action is taken by some of the legal representatives or the purchasers of

fractional shares, it will be possible for them to maintain the action only after concurrence is obtained from other co-owners before taking action against the tenant from the original landlords. The third situation that could emerge is when a tenant from original landlord is prepared to recognize some of the legal representatives alone who seek action against him as his landlord. If such does so, there arises a relationship of landlord and tenant qua that particular co-owners and any alteration of status subsequently by a tenant by purchase of other fractional shares of other representatives cannot improve his situation as the owner or co-owner. He will lose a right to plead the issue of title in the action brought by the person whose status as the landlord has already been accepted by the tenant. That is precisely the situation that has emerged in this case.

If the three amongst several sons filed a petition as purchasers against the petitioner, and the petitioner has accepted them by conduct as his landlords, his acquisition of title by purchase of some shares from other co-owners cannot give him any leverage to plead the fact of such acquisition or fend off action for eviction. The court was justified in holding that the tenant was attempting to bring pleas which were irrelevant in action for ejectment. It was rightfully dismissed and would require a legal support through this order.

The civil revision petition is dismissed.

(K.KANNAN)
JUDGE

11.03.2015
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