

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CR No. 4019 of 2016 (O&M)
Date of Decision : 24.08.2016

Darshan Lal

....Petitioner

Versus

Ravi Bhalla and others

....Respondents

CORAM: HON'BLE MR. JUSTICE SURINDER GUPTA

Present: Mr. Nitin Kant Setia, Advocate
for the petitioner.

Mr. V.K. Sandhir, Advocate
for respondent no. 1.

Surinder Gupta, J.

This revision petition is directed against Order dated 31.03.2016 passed by Appellate Authority, Amritsar under the East Punjab Urban Rent Restriction Act whereby appeal filed by respondent no. 1- Ravi Bhalla was accepted and order dated 10.07.2014 passed by Rent Controller, Amritsar, dismissing the petition filed by respondent no. 1 seeking ejectment of revision-petitioner from the demised premises on the ground that there exists no relationship of landlord and tenant between parties, was set aside and case was remanded to Rent Controller to decide the same on merit as per law.

2. Admittedly, revision-petitioner is tenant in the demised premises and the premises was (earlier) owned by Amritsar Improvement Trust. As per respondent no. 1, Improvement Trust had sold the demised premises vide conveyance deed dated 10.01.1997 (Mark A-5) to Chatar Singh and Dalip Singh, who further sold it to different persons and ultimately respondent no. 1-Ravi Bhalla purchased the same.

3. Revision-petitioner has contended that Improvement Trust

continued to be owner of suit property, which does not vest in respondent no.1. Learned counsel for revision-petitioner while referring to statement of RW-1 Sunil Sharma, an employee of Improvement Trust, has argued that he has stated that title of suit property still vests in the Improvement Trust, as such, there is dispute of title *inter se* respondent no. 1 and Improvement Trust. Where there is conflict of title, it is always relevant to direct parties to get their title decided from Civil Court. He has further argued that sale deeds executed by Improvement Trust in favour of Chatar Singh and Dalip Singh are void in view of resolution of the Trust bearing no. 112 dated 25.06.1985 (Annexure A-1), whereby plot allotted to Chatar Singh and Dalip Singh was resumed.

4. Refuting to argument of learned counsel for revision-petitioner, learned counsel for respondent no. 1 has argued that the Improvement Trust has sold the suit property and other properties to Chatar Singh and Dalip Singh in the year 1997. Thereafter, the property has changed hands and ultimately was purchased by respondent no. 1. Revision-petitioner has no *locus standi* to challenge the sale made by Improvement Trust. Resolution of 1985 has no relevance as the sale was made by Improvement Trust in the year 1997, as such, application seeking permission to produce Annexure A-1 by additional evidence has no merit and is dismissed. Mere fact that revision-petitioner had been depositing rent in the account of Improvement Trust, is no ground to challenge the status of respondent no.1 as landlord.

5. On file, respondent no. 1 had proved and produced enough evidence to prove that suit property was sold by Improvement Trust to Chatar Singh and Dalip Singh and subsequent sales were also made by them and their vendees. This fact was discussed by Appellate Authority in detail

in para 17 of order, which reads as follows:-

“17. Apart from it, claim of respondent Darshan Lal is that he is tenant in the demised shop, but of AIT and not of the petitioner. He placed reliance upon lease deed dated 27.08.1991 (Ex RW1/1) executed by him in favour of AIT and also on receipts having been obtained by him after paying rent to AIT. In order to establish his title of the demised shop, petitioner proved sale deed dated 10.01.1997 (Ex A5), executed by AIT in favour of M/s Chatar Singh Dalip Singh. A perusal of sale deed Ex P5 shows that it was qua plot no. 14 of 96.54 sq. yards, situated in Scheme Bazaar Ram Bagh, Amritsar. Thereafter, said Chatar Singh Dalip Singh constructed three shops no. 14, 14/1 and 14/3 on the said 96.54 sq. yards and got completion certificate Ex AW7/2 in this respect. A perusal of this site plan shows that in between shops no. 14/1 and 14/3, there was shop of one Chunni Lal constructed on an area of 15.40 sq. yards. Site plan of plot no. 14 has been proved as Ex AW7/1, which also shows that the total area of plot no. 14 is 111.98 sq. yards and of the shop allotted to Chunni Lal is 15.44 sq. yards and the balance 96.54 sq. yards, which was sold to M/s Chatar Singh Dalip Singh by AIT vide sale deed dated 10.01.1997. Having constructed aforementioned three shops, Dalip Singh and LRs of Chatar Singh sold the same vide sale deed dated 26.03.1998 (Ex P4) to

Sohan Singh and others. A perusal of sale deed Ex P4 shows that same pertains to three shops, one big and two small, constructed on an area of 96.54 sq. yards. Thereafter, the said purchasers vide sale deed dated 16.01.2002 Ex P2, sold $\frac{1}{2}$ share i.e. 48.27 sq. yards to Shabeg Singh and Shadi Lal Khanna HUF. Remaining $\frac{1}{2}$ share was sold by them to Shabeg Singh and Ajay Kumar Khanna HUF, vide sale deed dated 29.01.2002 (Ex AW4/1). On the strength of these sale deeds, Shabeg Singh became owner of $\frac{1}{2}$ share and Shadi Lal Khanna HUF & Ajay Kumar Khanna HUF became owner of $\frac{1}{4}$ share each of the said three shops constructed on an area of 96.54 sq. yards, on plot no. 14. Thereafter, these owners vide sale deed dated 26.07.2002 (Ex P3), sold the shops in question to the petitioner. In this way, petitioner acquired title of three shops bearing no. 14, 14/1 and 14/3, constructed on plot no. 14 with total area of 96.54 sq. yards. Shop no. 14/2, on an area of 15.40 sq. yards, owned by Chunni Lal, as per completion plan Ex AW7/2, was purchased by respondent Darshan Lal from widow of Chunni Lal, vide sale deed dated 07.03.1986 (Ex RA). Number of other shops adjoining shop no. 14/2 is duly mentioned in this sale deed Ex RA. Respondent also proved site plan of shop no. 14/2 as (Ex R2) and the same is shown to be adjoined by shops no. 14/1 and 14/3. So, this evidence of the respondent

corroborates the evidence of petitioner that on plot no. 14, total four shops were built, which were bearing nos. 14, 14/1, 14/2, 14/3. Shops no. 14, 14/1 and 14/3 were having total area of 96.54 sq. yards and are ownership of petitioner, whereas shop no. 14/2 having area of 15.40 sq. yards is the ownership of respondent Darshan Lal.”

6. Revision-petitioner was admittedly a tenant under the Improvement Trust as per lease deed dated 27.08.1991 and stood relegated as tenant under subsequent vendees. RW-1 Sunil Sharma appeared to have deposed in the affidavit as per terms dictated by revision-petitioner but did not appear for his complete cross-examination. It is apparent that his statement has no basis and cannot be read in evidence being incomplete and not supported by any documentary evidence.

7. On perusal of order passed by Appellate Authority, I find no legal or factual infirmity therein calling for any interference. This revision petition has no merit and the same is dismissed. As the matter is quite old, learned Rent Controller will dispose of the same within four months of receipt of this order.

August 24, 2016
jk

(SURINDER GUPTA)
JUDGE

Whether speaking/Reasoned

Yes/No

Whether Reportable

Yes/No