

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

RSA No.2474 of 2013 (O&M)

Date of decision: 19.01.2016

Sanjay Kumar

.....Appellant

Versus

Jag Mohan and another

.....Respondents

CORAM:- HON'BLE MR.JUSTICE AMIT RAWAL

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Present: Mr. Sudhir Aggarwal, Advocate for the appellant.
Mr. Sanjay Vij, Advocate for the respondents.

AMIT RAWAL, J. (Oral)

Learned counsel for the appellant-plaintiff submits that a suit for permanent injunction seeking restraint order against the defendants-respondents, not to forcibly dis-possess and interfere in the possession except in due course of law was filed. However, the trial Court granted the injunction but did not accord status of tenant. In these circumstances, the appeal before the lower Appellate Court along with application for additional evidence was filed. Both the appeal and application were dismissed. Hence, the present Regular Second Appeal.

Learned counsel for the appellant submits that the original rent note brought on record irresistibly accords status of the plaintiff as tenant,

therefore, the proceedings initiated by the respondents-defendants seeking

possession by filing suit of possession would be rendered infructuous and remedy, if any, would be to seek ejectment under the prevailing rent Act. This fact has totally been brushed aside by both the Courts below.

Learned counsel for the respondents submits that photocopy of the alleged rent note dated 20.03.1999 was produced before the trial Court. However, in the cross-examination, the plaintiff admitted that he never received the original rent note. He also stated that he did not require the original rent agreement as he never asked for it. No explanation has come how the original rent note came to possession before Lower Appellate Court. The rent agreement does not specify the period, therefore, it requires registration, rightly so, according of status of tenancy has been declined.

I have heard learned counsel for the parties and appraised the impugned judgments and decrees of the Courts below.

Admittedly, the respondents-defendants have initiated the proceedings by filing suit of possession. During the course of arguments, photocopy of the rent agreement has been handed over which did not even prove the basic ingredients of the rent agreement, inasmuch that the tenancy of indefinite period requires registration. Once the existence of the rent note was denied by the defendants, allowing the additional evidence, could not have held him as tenant as it would tantamount to filling of lacuna. The additional evidence was also lacking any explanation as to why rent agreement was not produced, evidence in affirmative was led.

Keeping in view the aforementioned observations, I do not intend to differ with the findings rendered by both the Courts below based upon the appreciation of oral and documentary evidence, much less no substantial question of law arises for determination of this Court. Accordingly, the appeal is dismissed.

January 19, 2016
jt

(AMIT RAWAL)
JUDGE