

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

CR-3319-2018 (O&M)

Date of Decision:-17.5.2018

Manoj Kumar and another

... Petitioners

Versus

Sarabjit Kaur

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Manvender Singh Dalal, Advocate for the petitioners.

GURVINDER SINGH GILL, J.

By way of filing this revision petition, the petitioners/tenants assail judgment dated 14.2.2018 passed by learned Appellate Authority, Ludhiana, affirming order of ejectment passed by the learned Rent Controller, Ludhiana.

The case set up by the respondent/landlord is that he had let out the demised premises on rent to petitioners vide rent note dated 2.2.2010 @ ₹ 1,400/- per month, but the petitioners had defaulted in paying the rent after March 2010. The ejectment application was contested by the petitioners, wherein the relationship of tenant and landlord was also denied. The learned Rent Controller, upon perusal of the evidence on record, held that the relationship of tenant and landlord does exist amongst the parties and that since the rent for the demised premises had not been paid, therefore, the petitioners were liable to be ejected from the demised premises in question. The said findings were also affirmed by the learned

Appellate Authority, Ludhiana, vide judgment dated 14.2.2018, which has been challenged by way of filing the present revision petition.

The learned counsel for the petitioners has assailed the impugned judgment by submitting that the rent note in question does not stand duly established and that in fact there is no evidence worth credence to establish the relationship of landlord and the tenant amongst the parties. He has further submitted that even as per the alleged rent note, the identity of the property in question, cannot be established and that infact the property is outside the municipal limits.

I have considered the aforesaid submissions. The landlord in order to establish his ownership over the property in question has proved the sale-deed Ex.P-1 pertaining to the demised premises. Mutation had also been sanctioned pursuant to the said sale-deed and Jamabandi Ex.P-2 reflects the same. It is also noticed that the sale-deed Ex.P-1 specifically bears khasra number and as per certificate Ex.P-7 issued by the Assistant Town Planner, Municipal Corporation, Ludhiana, the said property falls within the area of Municipal Corporation, Ludhiana.

The rent note Ex.P-5 regarding which the landlord has specifically deposed, shows that the property in question had been let out to the tenant. Though there is small discrepancy as regards the date inasmuch the rent note is dated 3.2.2010, whereas in the ejectment application, the date of rent note is mentioned as 2.2.2010 but such like discrepancy is a minor discrepancy and ought to be overlooked especially when there is nothing on record to doubt the authenticity of the rent note in question. No evidence has been led by the petitioners/tenant to establish that the said rent

note does not bear any signatures.

The tenant having chosen to deny the relationship of landlord and tenant amongst the parties which, however, stands duly established and the tenant not having paid the rent had rendered himself liable for ejectment.

I do not find any infirmity in the concurrent findings reached at by the Courts below to the aforesaid effect.

There is no infirmity in the impugned judgment so as to justify any interference and the same is upheld. Finding no merit in the revision petition, the same is hereby dismissed.

17.5.2018

pankaj

**(Gurvinder Singh Gill)
Judge**

Whether speaking /reasoned Yes / No

Whether Reportable Yes / No