

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

CR-3663-2018 (O&M)

Date of Decision:-29.5.2018

Ashok Kumar

... Petitioner

Versus

Piara Singh

... Respondent

CORAM: HON'BLE MR. JUSTICE GURVINDER SINGH GILL

Present:- Mr. Chetan Bansal, Advocate for the petitioner.

GURVINDER SINGH GILL, J.(Oral)

1. By way of filing this revision petition, the petitioner/tenant assails order dated 3.4.2018 passed by learned Appellate Authority, Ludhiana, whereby an ejectment order passed by learned Rent Controller, Ludhiana, has been upheld.
2. The respondent/landlord had filed an ejectment petition stating therein that the petitioner had been inducted as a tenant in the demised premises on 2.5.2008 by way of executing a rent-deed, on rent @ ₹ 4,300/- per month, but since the tenant had stopped paying rent from June 2008 and had not paid the same despite repeated requests, therefore, his ejectment was sought on account of non-payment of rent.
3. The ejectment petition was resisted by the petitioner, wherein a stand was taken that in fact the respondent is not the landlord of the demised premises and that the petitioner had taken the demised premises on rent from one Narinder Singh on 5.3.2008 and that he had been paying rent to the said Narinder Singh up to 31.1.2011.

4. The parties were put to proof on the following issues:-

1. Whether the respondent is liable to be evicted from the demised premises property? OPP
2. Whether the respondent is in arrears of rent? OPP
3. Whether the present petition is not maintainable since there is no relationship of landlord and tenant between the parties? OPR
4. Relief.

5. Both the parties led oral as well as documentary evidence. The learned Rent Controller upon appraisal of the evidence on record held that a relationship of tenant and landlord does exist amongst the parties and that since the petitioner, while denying the relationship, had not paid any rent to the landlord, therefore, the petitioner had defaulted in payment of rent and consequently ordered his ejectment. Upon an appeal having been filed by the petitioner, the Appellate Authority affirmed the said findings, which have been challenged by way of filing the present revision petition.

6. The learned counsel for the petitioner, while assailing the impugned order, has submitted that the learned Rent Controller as well as the learned Appellate Authority fell in error in relying upon the rent note dated 2.5.2008, which was in fact disputed by the petitioner and had not been proved by the tenant at the appropriate stage and that it was only at the stage of rebuttal evidence that attesting witness of the same had been examined. The learned counsel has further submitted that there is no evidence regarding purchase of the demised premises by the respondent-landlord and that the alleged power of attorney dated 9.9.2008 (Ex.P-3) had been executed after the alleged rent note dated 2.5.2008 and in these circumstances, the alleged rent note was

executed at the time when the respondent-landlord had not been duly authorized to execute the same.

7. I have considered the aforesaid submissions and have also perused the impugned judgment. The main plank of argument on behalf of the petitioner is that it is Narinder Singh, who was his landlord and not the present respondent. However, I find that the respondent/landlord has examined said Narinder Singh as PW-2, who in his examination-in-chief, has categorically stated that he had sold the demised premises to petitioner on 19.7.1995 and that he had also executed a power of attorney and Will in favour of the petitioner on 12.9.2008. During the course of cross-examination he has, however, also stated that he did not execute any power of attorney in favour of Piara Singh in respect of the demised premises. However, he has not anywhere stated that Piara Singh had forcibly entered into the demised premises in question or that his possession of the demised premises was unauthorized. He has not stated a word to suggest that he himself is landlord of the demised premises.
8. I do find that there is no registered sale-deed indicating sale of the demised premises but it appears that there was some similar kind of arrangement between Narinder Singh and Piara Singh (presently respondent) by way of some power of attorney executed by Narinder Singh in favour of Piara Singh. Though the power of attorney (Ex.P-3) is dated 9.9.2008 and the Will (Ex.P-4) is dated 12.9.2008, which is later in point of time *viz-a-viz* the rent note dated 2.5.2008, but by way of executing the aforesaid power of attorney and the Will in favour of the respondent-landlord coupled with deposition of Narinder Singh in Court, it is very apparent that the respondent/landlord had

been acting as a landlord with the consent of said Narinder Singh and Narinder Singh had never expressed any objection for the same. The execution of the Will in his favour also goes a long way to show that there was no dispute *inter-se* between the present landlord and Narinder Singh. Even if there is no formal sale-deed in favour of the present respondent-Piara Singh, still it is well settled that a person can be a landlord even without having ownership rights. The above-stated facts leave no manner of doubt that it is Piara Singh and not Narinder Singh, who is the landlord.

9. During the course of arguments, it was also submitted that the present landlord had filed the ejectment petition in the year 2011 i.e. after about 3 years, when the tenant allegedly stopped paying the rent and which would indicate that a false case has been brought about by the landlord.
10. Filing of an ejectment petition after about 3 years, when the tenant stopped paying the rent, cannot *ipso facto* lead to an inference that a false case has been brought about by the landlord. I do not find any merit in the aforesaid submission and the same is hereby repelled.
11. No other point has been raised or urged before this Court. In view of the aforesaid discussion, I do not find any infirmity in the findings recorded by the learned Rent Controller to the effect that the petitioner had rendered himself liable for ejectment on account of non-payment of rent, and as affirmed by the learned Appellate Authority and the same are hereby affirmed. There is no merit in the present revision petition and the same is hereby dismissed.

29.5.2018

pankaj

Whether speaking /reasoned

Whether Reportable

Yes / No

Yes / No

(Gurvinder Singh Gill)
Judge