

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CR No.7385 of 2017 (O&M)

Date of Decision:11.10.2018

Padma and another

...Petitioners

Versus

Ramesh Chand

...Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present:- Mr. Mohan Singh Rana, Advocate
for the petitioners.

Mr. Shiv Kumar, Advocate
for the respondent.

ANIL KSHETARPAL, J.(oral)

CM No.22978-CII of 2017

For the reasons stated in the application, which is duly supported
by an affidavit, delay of 38 days in filing the appeal is condoned.

Application is allowed.

Main Case

Landlord-petitioners are in the revision petition against the order
passed by learned Appellate Authority reversing the order of eviction passed
by the Rent Controller.

Dispute which requires adjudication is whether there is a
relationship of landlord and tenant between the parties or not. The alleged
tenant-respondent has asserted that no doubt Radhey Shyam, predecessor-in-

interest of the petitioners had inducted him as a tenant but thereafter Radhey Shyam entered into an agreement to sell for full payment dated 21.07.2001 with him and transferred all the rights in his favour. It was clearly written in the agreement to sell that possession of the respondent is now as a purchaser. Learned Rent Controller ignored the aforesaid document on the ground that no sale-deed has been registered. However, Appellate Authority after re-appreciating the evidence has found that even Radhey Shyam himself was not the owner of the premises and therefore it was agreed that if any other property is allotted to Radhey Shyam, respondent would be entitled to get the sale-deed for the alternative premises. Appellate Authority has further noticed that possession of the respondent is in part performance of the agreement to sell referable to Section 53-A of the Transfer of Property Act.

This Court has heard learned counsel for the parties at length and with their able assistance gone through the judgments passed by the Courts below. Learned counsel for the petitioner submitted that once agreement to sell is not registered, it does not create any right in the property. He further submitted that specific performance of agreement to sell has never been sought for.

No doubt agreement to sell does not create any right in the property but it certainly creates a right to the property. Here is a case where full payment of agreement to sell has been executed and all rights have been transferred, waiting for permanent allotment in favour of Radhey Shyam. Section 53-A of Transfer of Property Act, provides that any intended purchaser is entitled to protect his possession provided he fulfils the conditions laid down in the aforesaid provision. In the present case whatever steps were to be taken by the respondent he had already taken those steps. It

is not in dispute that till date Radhey Shyam has not been allotted this property permanently.

In view of above, there is no ground to interfere.

Civil Revision is dismissed.

All the pending miscellaneous application(s), if any, is/are disposed of in terms thereof.

(ANIL KSHETARPAL)
JUDGE

October 11, 2018
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Whether speaking/reasoned	Yes / No
Whether Reportable	Yes / No