

Gurbax Singh
2018-07-24 16:47

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

RSA No. 985 of 2016 (O&M)

Date of decision: 15.05.2018

Noor Jahan alias Kamla

.....Appellant

Vs.

Shashi Kumar and another

.....Respondents

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL,
ACTING CHIEF JUSTICE**

Present: Mr. Karanjit Singh, Advocate for the appellant.

Ajay Kumar Mittal, (ACJ).

1. The present regular second appeal has been filed by the defendant-appellant against the judgment and decree dated 27.07.2015 passed by the Additional District Judge, Rupnagar vide which the judgment and decree dated 25.11.2011 passed by Civil Judge (Junior Division), Anandpur Sahib in Civil Suit No.154 dated 29.07.2003 has been set aside and the suit of plaintiffs-respondents for declaration that they are owners and are entitled to the possession of the suit property by way of demolition of construction and structure found at the site, has been decreed.

2. A few facts relevant for the decision of the controversy involved as narrated in the appeal may be noticed. The plaintiffs-respondents were owners of the property in dispute comprised in Khewat No.514, Khatoni No. 620, Khasra no. 547(3-6) situated in Village Hambewal, Tehsil Anandpur Sahib, District Rupnagar. The plaintiffs purchased the land measuring 7 Marlas including the suit property being 1/9 share out of the land measuring

3 Kanals 6 Marlas comprised in Khewat No. 514, Khatoni No. 620, Khasra No. 547(3-6) vide registered sale deed dated 24.04.2003 executed by Parshotam, son of Roda. Previously, Ram Parkash, son of Beli Ram, father of respondent No.1 and husband of plaintiff-respondent No.2, had taken the site in dispute on lease from Basant Ram, Fattu Ram and Pohlo, sons of Roda Ram, residents of Village Hambewal, vide lease dated 19.11.1953. The period of lease dated 19.11.1953 was fixed for six years. On expiry of lease period, another lease deed dated 14.12.1959 was executed by Basant Ram, Fattu Ram and Pohlo Ram in favour of Ram Parkash and other persons. After execution of lease deed, Ram Parkash raised construction in the suit property. Ram Parkash alongwith his family members resided in the suit property continuously till his death in the year 1971. After his death, his wife Raj Rani and son Shashi Kumar had been residing in the suit property. The defendant-appellant took the disputed property on rent at the rate of ₹ 150/- per month as tenant of plaintiff-respondent No.2, Smt. Raj Rani but the defendant-appellant had not paid the rent to her with effect from 01.04.1992. The plaintiffs-respondents had been paying the electricity bills. However, on account of non-payment of rent and certain amount of electricity bill, the meter connection was disconnected by the electricity department. The condition of the disputed construction had deteriorated. The defendant-appellant had shifted to her newly constructed double storeyed house and locked the disputed construction. Plaintiff-respondent No.2 filed an application under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 for ejectment of the defendant-appellant from the disputed property. In the written statement, the defendant-appellant disclaimed the title of ownership of the plaintiffs-respondents. The Rent Controller, Anandpur Sahib vide order dated 13.03.2003 directed the parties to get their title

determined from the Civil Court. The plaintiffs-respondents requested the defendant-appellant to solve the dispute but she did not pay any heed. Consequently, the plaintiffs-respondents filed the suit. Upon notice, the defendant-appellant appeared and filed written statement. It was inter alia pleaded that suit was not maintainable and the same was barred by non-joinder of parties. On merits, it was submitted that the defendant-appellant was owner in possession of the suit property by way of oral exchange between the defendant-appellant and Mangal Singh in lieu of sale deed dated 21.06.1995. It was further submitted that the plaintiffs-respondents were having possession being Chokotedar over the site mentioned in the site plan on the southern side of the house of the defendant-appellant. In fact, the defendant-appellant and her husband were earlier the Chokotedars of Mangal Singh and others, the joint owners of the said khasra number of the land for more than 35 years. The defendant-appellant vide sale deed dated 2.06.1995 purchased the suit land over which, she was earlier Chokotedar through Mangal Singh and after the execution of sale deed, the defendant-appellant became owner in possession of the suit land. It was further submitted that the plaintiffs-respondents had no locus standi to file the suit as the defendant-appellant was owner in possession of the suit land by way of oral exchange between the defendant-appellant and Mangal Singh in lieu of sale deed dated 21.06.1995 executed by him regarding Khasra No. 661 (old Khasra No. 466). No relationship of landlord and tenant ever existed between the plaintiffs-respondents and the defendant-appellant. Replication was filed by the plaintiffs-respondents controverting the averments made in the written statement. On the pleadings of the parties, the trial Court framed the following issues:-

- “1. Whether the plaintiffs are entitled for the declaration as prayed for? OPP
2. Whether the plaintiffs are entitled for possession of the suit property as prayed for? OPP
3. Whether the plaintiffs are entitled to injunction as prayed for? OPP
4. Whether the suit is bad for non-joinder of necessary parties? OPD
5. Whether the plaintiffs have no locus standi to file the present suit? OPD
6. Whether the suit is not maintainable in the present form? OPD
7. Whether the suit is within time?
8. Whether the plaintiffs are estopped by their own act and conduct to file the present suit? OPD
9. Whether an oral exchange between Mangal Singh and the defendants had taken place? OPD
10. Whether the suit property falls in Khasra No.661 or 547? OPParties.
11. Relief.”

After examining oral as well as documentary evidence produced by the parties, the trial Court dismissed the suit of the plaintiffs-respondents vide judgment and decree dated 25.11.2011. Aggrieved thereby, the plaintiffs-respondents filed appeal before the lower Appellate Court. The findings recorded by the trial Court on issue Nos. 1,2,3,6 and 10 were reversed and the issues were decided in favour of the plaintiffs-respondents and against the defendant-appellant. Aggrieved thereby, the defendant-appellant has filed the present regular second appeal claiming the following substantial questions of law:-

i) Whether judgment and decree of the learned First Appellate Court is sustainable in the eyes of law?

ii) Whether a co-owner selling land from joint property by reference to specific Khasra number, the vendee becomes a co-sharer in entire joint property?”

3. I have heard the learned counsel for the appellants and have gone through the judgments and decrees with his assistance.

4. The trial court took up Issues No.1, 2, 3 and 10 together. It has been inter alia recorded by the trial court after examining the oral and documentary evidence on record that PW3 Joginder Singh proved on record his report Ex.PC to the effect that the suit property fell in Khasra No.547. The plaintiffs-respondents had also proved on record sale deed dated 24.4.2003, Ex.P.2 whereby they had purchased the land comprised in Khasra No.547 from Purshotam Lal. The trial court held that the property in dispute did not fall in Khasra No.661. Thus, it was concluded that the property in dispute was part of Khasra No.547 and not Khasra No.661. As per findings of the trial court, the defendant-appellant proved on record copy of sale deed dated 21.6.1995 which established that she had purchased the share of Mangal Singh in the land comprised in Khasra No.661. Oral exchange between defendant and Mangal Singh was held to be proved. Thus, the defendant-appellant had become a co-sharer in the suit property. According to the trial court, though the plaintiffs-respondents had purchased specific land falling in Khasra No.547 but Khasra Nos.547 and 661 were joint and, therefore, they had become co-sharers/co-owners in the land comprised in Khasra No.547 and they were in joint possession of the suit property and not in exclusive possession of the same. Consequently, the remedy available with the plaintiffs-respondents was to file a suit for partition. Thus, under Issue

No.6, the suit was held to be not maintainable. The suit filed by plaintiffs-respondents was accordingly dismissed.

5. On appeal, the findings on Issue Nos.1, 2, 3, 6 and 10 have been reversed by the lower Appellate Court. It has been categorically recorded that oral exchange effected between the defendant-appellant and Mangal Singh in lieu of sale deed dated 21.06.1995 did not stand proved because no date, month or year of alleged oral exchange had been established by leading any cogent evidence. No witness of oral exchange was examined. Even the oral exchange was not reflected in the revenue record. It has been categorically recorded by the lower appellate court that vide sale deed Ex.P.2, the plaintiffs-respondents had purchased 1/9th share from Khewat No.514, Khatoni No.620, Khasra No.547(3-6), gair mumkin abadi situated in Village Hambewal, whereas the defendant-appellant vide sale deed Ex.D4 had purchased 1/12th share in Khewat No.505, Khatoni No.623, Khasra No.661(2-2) gair mumkin abadi situated in the area of Village Hambewal, Tehsil Anandpur Sahib. Thus, the share purchased by the plaintiffs-respondents through sale deed Ex.P.2 was out of Khewat No.514, Khasra No.547 and share purchased by the defendant-appellant vide sale deed Ex.D4 was out of Khewat No.505 Khasra No.661. Thus, the plaintiffs-respondents and the defendant-appellant were not held to be co-owners in joint possession of Khasra Nos. 547 and 661 in any manner. The findings on the remaining issues were upheld and the impugned judgment and decree passed by the trial court was set aside. The lower appellate court rightly held that the plaintiffs-respondents being owners of Khasra No.547 were held entitled to the vacant possession of the suit property. The defendant-appellant was restrained from raising further construction or making any addition or alteration in the suit

property and from alienating it in any manner. The relevant findings recorded by the lower Appellate Court read thus:-

“9. Undisputedly, plaintiff No.1 Shashi Kumar is son and plaintiff No.2 Raj Rani is widow of Ram Parkash s/o Beli Ram. The contention of appellant counsel that earlier Ram Parkash son of Beli Ram took the site in dispute and other property on lease from Basant Ram, Fattu Ram and Pohla ss/o Rulda Ram residents of Village Hambewal, Tehsil Una (now Anandpur Sahib district Hoshiarpur) vide lease deed dated 19.11.1953 alongwith other persons stand proved from documents Ex.P.3 whereby Basant Ram, Fattu and Pohla Ram executed lease deed for a term of six years in favour of Ram Parkash s/o Beli Ram and others and thereafter vide lease deed dated 14.12.1959 lease deed was renewed for further six years. After the death of Ram Parkash the plaintiff Raj Rani came into actual physical possession of the suit property. The possession of Latif husband of Noor Jahan under plaintiff Raj Rani over lease property stands further proved from the entries of Assessment register Ex.P.12 to Ex.P.14 i.e. for the year 1976-77, 1977-78, 1979-80, 1980-81, 1982-83, 1986-87. In the entries of Assessment Register the construction of two katcha houses with tin roof is shown in the disputed property. From Ex.P.5 i.e. copy of order dated 13.3.2003 passed by the court of Shri A.P.Batra, PCS, Rent Controller, Anandpur Sahib in rent application No.2 of 14.6.1997 titled as ***Raj Rani vs. Noor Jahan alias Kamla*** under Section 13 of the East Punjab Urban Rent Restriction Act, it is made out that Raj Rani alleged that property which is in dispute and shown with letters “QRLNOKQ” and with letters “QSTR” has been given on rent by Raj Rani to Noor Jahan at a monthly rent of ₹ 150/- per month. In the said rent petition Raj Rani sought the respondent to be ejected from the aforesaid premises on the grounds of arrears of rent w.e.f 1.4.1992. The Rent Controller vide order Ex.P.5 adjourned the proceedings sine die with the observation that there is a bonafide subsisting dispute between the parties regarding the relationship of landlord and

tenant which is difficult to be determined in the present proceedings and the parties were set at liberty to get their title determined from a civil court. The above said order Ex.P5 proves that in the previous litigation the defendant Noor Jahan has disputed her relationship of landlord and tenant with plaintiff Raj Rani. Therefore, in the present case, the defendant Raj Rani is not entitled to any protection under the provisions of East Punjab Urban Rent Restriction Act. However, seeking eviction order by plaintiff Raj Rani against defendant Noor Jahan would suggest that plaintiff admit that defendant is in possession over the suit land.

10. The contention of the appellant counsel that plaintiffs purchased 7 marlas of land including the suit property being 1/9 share out of the land measuring 3 kanals 6 marlas comprised of Khewat/Khatoni No.514/620, Khasra number 47(3-6) situated in the revenue estate of Hambewal HB No.281 Tehsil Anandpur Sahib, district Ropar vide registered sale deed dated 24.4.2003 executed by Parshotam son of Basanta son of Roda resident of village Hambewal Tehsil Anandpur Sahib stands proved from Ex.P.2 i.e. certified copy of registered sale deed Vasika No.93 dated 24.4.2003 executed by Parshotam in favour of the plaintiffs.

11. On the other hand, it is contended by learned counsel for respondent that the suit property is in actual physical possession of the defendant in the capacity of owner on the basis of registered sale deed dated 2.6.1995. The defendant has not brought on record any sale deed dated 2.6.1995. However, the defendant has proved into evidence registered sale deed dated 21.6.1995 vide Ex.D4 vide which Mangal Singh son of Fattu son of Roda resident of Hambewal has sold 1 marla of land being 1/12 share in 2 kanals 2 marlas of land bearing Khewat/Khatoni No.505/623 Khasra No.661(2-2) gair mumkin abadi situated in the area of Hambewal HB No.281 Tehsil Anandpur Sahib for sale consideration of ₹ 7000/- in favour of defendant Noor Jahan widow of Latif Khan. Learned counsel for defendant has

taken the plea that in the sale deed Ex.D4, the Khasra No.661 (2-2) is incorrectly mentioned, actually Latif husband of Noor Jahan purchased one Marla of land from Khasra No.547. To my opinion the aforesaid contention of respondent counsel is devoid of merits. Under Section 92 of the Indian Evidence Act, it is the documentary evidence which shall prevail over the oral evidence because a person may tell lie but a document may not. From the perusal of Ex.D4, it is duly established that property purchased by Latif husband of defendant Noor Jahan is distinct property and has no remote relation with the suit property because the suit property and the property purchased by Latif Khan bears different Khewat/Khatoni and different Khasra numbers. There is no dispute with regard to the fact that Khasra No.466 is the old Khasra number of 661. The rent receipt dated 10.4.1988, 7.4.1989, 6.4.1992 issued by Mangal Singh in favour of Noor Jahan widow of Latif pertains to old Khasra number 466. Therefore, the aforesaid receipts of Chakota cannot be connected with the suit property. It is contended by counsel for respondent that previously there was a litigation amongst the co-sharers of the suit property which was decided vide judgment and decree Ex.D7 and Ex.D8 dated 12.12.2000 in Civil Suit No.RT 164/11.1.1995 by the court of Shri Ravinder Singh, PCS, Additional Civil Judge (Senior Division) Anandpur Sahib in a case titled as Swarna and others vs. Mangal Singh and others which was consolidated with Civil Suit No.RT 165 of 10.2.1995 titled as Swarna and others vs. Mangal Singh and others. By making reference to Ex.D7 and Ex.D8, learned counsel for respondents laid much stress upon the fact that the vendors of the parties were joint owners in joint possession in Khewat/Khatoni No.295/391 as well as Khewat/Khatoni No.295/391 as well as Khewat/Khatoni No.303/401, 436/555, 486/08, 370/489 situated in Village Hambewal HB No.281 Tehsil Anandpur Sahib District Ropar. Much stress had been laid upon the fact by learned counsel for defendant that both the parties have purchased share from the joint land holding of their respective vendors, thus both the parties have become co-sharers

in the entire land joint holding and being co-sharers the suit property is deemed to be in joint possession of all the co sharers and every co sharer has a right to use the joint land holding till it is partitioned by metes and bounds. To my opinion the aforesaid contention of the respondent counsel is devoid of merits because the vendors of the parties may have joint holding with other co-sharers but the vendee will become co-sharer only in that particular khewat from which he has purchased the share and not in the other Khewats of the co-owners. Vide sale deed Ex.P.2 plaintiffs have purchased 1/9 share from Khewat No.514, Khatoni No.620, Khasra No.547(3-6) gair mumkin abadi situated in village Hambewal, whereas the defendant vide sale deed Ex.D4 has purchased 1/12 share in Khewat No.505, Khatoni No.623, Khasra No.661(2-2) gair mumkin abadi situated in the area of village Hambewal Tehsil Anandpur Sahib. Thus, the share purchased by the plaintiff through sale deed Ex.P.2 is out of Khewat No.514 and share purchased by the defendant vide sale deed Ex.D4 is out of Khewat No.505. With this the plaintiffs and defendant are not co-owners in joint possession in any manner. The case law referred by learned counsel for respondent reported in 2011(1) CCC 323 (P&H) tilted as *M/s Orient Craft Infrastructure Limited vs. Smt. Subhadra and others*, 2009(4) CCC 259 SC tilted as *Ramdas vs. Sitabai and others* are not applicable to the facts of present case. The argument of respondent counsel that the preliminary decree Ex.D8 passed in a suit for partition between co-owners is of no help to the respondent. Till final decree is passed the property retains the character of joint property and therefore the appellant is entitled to seek ejectment being a co-owner of the defendant/respondent who is in unauthorised possession over the suit property and to such circumstances the case law referred by learned counsel for appellant reported in 2006(2) RCR (Civil) page 442 P&H titled as *Kewal Krishan vs. Mohan Singh* is applicable to the facts of the present case to an extent.

12. The plea taken by learned counsel for respondents during arguments that incorrect Khewat and Khasra number is mentioned in their sale deed and receipts of Chakota is beyond pleadings. No such plea has been taken by the defendant in the written statement.

13. As far as location of the suit property is concerned, the same is proved from the revenue record Ex. P10 to Ex. P11 because the suit property bears specific Khasra numbers and its identity cannot be disputed. Besides the plaintiff has proved the location of the property in dispute different vide site plan Ex.P1 also. The counter site plan brought on record by the defendant vide Ex.D5 cannot be connected with the suit property. In Ex.D5 the property in possession of Noor Jahan is shown in Khasra no.661 whereas as discussed above the suit property bears Khasra number 547 out of Khewat/Khatoni no.514/620.

14. The contention of defendant that oral exchange was effected between her and Mangal Singh in lieu of sale deed dated 21.6.1995/Ex.D4 does not stand proved because no date, month or year of alleged oral exchange has been proved into evidence. No witness of oral exchange is examined. Even the oral exchange is not reflected in the revenue record.

15. As far as construction over the suit property is concerned in the lease deed dated 14.2.1959/Ex.P.4 in clause no.7 it is mentioned that all the chakotadars have raised construction of houses over the lease property. As discussed above, the lease deed Ex.P.4 is in favour of predecessor in interest of the plaintiffs namely Ram Parkash and others and clause No.7 mentioned above would prove beyond doubt that Ram Parkash son of Beli Ram being Chakotadar have raised a construction of house on the property in dispute as the same has been purchased by the plaintiffs alongwith other property vide sale deed Ex.P.2 whereas sale deed Ex.D4 would reveal that at the time of purchasing one marla of land out of Khewat No.505, Khatoni No.623, Khasra No.661(2-2) situated at village Hambewal,

Tehsil Anandpur Sahib the land subject matter of said sale deed was vacant and there was no construction of any house over the same. In this regard a specific note has been given at the beginning of sale deed Ex.D4 to the effect that the land at the spot is vacant and there is no construction of any house. This fact also goes to prove that the land purchased by the defendant was different from the suit property because in the suit property the construction of house is in existence since execution of extension of lease deed Ex.P.4 i.e. year 1959 the defendant has not brought on record any evidence to show that either her husband Latif or she herself has raised construction of any sort over the land purchased through sale deed Ex.D4. With this the version of DW1 Noor Jahan that she purchased one marla of land alongwith Malba (debris) vide ale deed dated 2.6.1995 stands falsified.

16. It is further contended by learned counsel for respondents that there are names of many other persons/lessors in the lease deeds Ex.P.3 and Ex.P.4 and it may be possible that the defendant has obtained the suit property on lease from some other lessor. To my opinion the aforesaid contention of respondent counsel is devoid of merit because no such plea is taken in the written statement nor any person other than Mangal Singh is named from whom the defendant has obtained the disputed property on lease. Furthermore, the correctness of revenue record could not be rebutted by the respondent. Consequently from Ex.P.11 i.e. jamabandi for the year 1998-99, it is proved that Parshotam vendor of the plaintiffs was one of the co-sharers to the extent of 1/9 share in Khewat/Khatoni No.514/620 Khasra No.5467(3-6) situated in village Hambewal HB No.281 tehsil Anandpur Sahib and mutation of sale of 1/9 share by Parshotam in favour of the plaintiffs on the basis of sale deed dated 24.3.2003/Ex.P.2 was sanctioned in favour of the plaintiffs vide mutation No.3332. The entry of sanction of mutation No.3332 in favour of the plaintiffs is duly incorporated with red ink in Ex.P.11 and in the subsequent jamabandi for the

year 2003-04/Ex.P.10 the name of the plaintiffs is incorporated as owner to the extent of 1/9 share in the suit land and jamabandi for year 1998-99/Ex.P.11 and jamabandi for the year 2003-04 does not incorporate the name of the defendant in the column of ownership which proves beyond doubt that defendant is in no manner co sharer to the suit land. Since the plaintiff is claiming possession from the defendant and defendant denied having the relationship of landlord and tenant, thus defendant is proved to be in illegal and unauthorized and forcible possession over the suit property. Plaintiffs are not claiming any relief against the co-sharers or any declaration against the co-sharers. The plea of appellant that suit is not maintainable for non joinder of all the co sharers is devoid of merits because there is no necessity to join other cop-sharers as party to the suit. In the case law referred by learned counsel for appellant reported in 2004(1) RCR (Civil) 686 (SC) titled as M/s India Umbrella Manufacturing Co. and others vs. Bhagabandei Agarwalla (dead) by Lrs Smt.Savitri Agarwala which is applicable to the facts of present case to an extent, one co sharer can file a suit for possession and the decree so obtained would enure for the benefit of all the joint owners. Hon'ble High Court in para No.6 of the judgment has observed that it is well settled that one of the co-owners can file a suit for eviction of tenant in the property generally owned by co-owners. Hon'ble High Court relied upon Sri Ram Pasricha vs. Jagannath and others, 1976(4) SCC 184, Dhannalal vs. Kalawatibai Bai and others, 2002(6) SCC 16 (Para 25), 2002(1) RCR (Rent) 126 (SC), it is further observed by Hon'ble High Court that principle is based on the doctrine of agency. One co-owner filing a suit for eviction against the tenant does so on his own behalf in his own right and as an agent of other co-owners. The consent of other co-owners is assumed as taken unless it is shown that other co-owners were not agreeable to eject the tenant and the suit was filed inspite of their disagreement. In the present case the defendants did not bring on record any document to show that other co-owners were not agreeable to eject the defendant. By virtue of the

aforesaid law laid down by the Hon'ble High Court, the objection raised by the defendant that suit is not maintainable for non-joinder of all the co-owners is not sustainable. Similar view is taken in case law 1998(1) CCC 50 P&H titled as Sardara Singh vs. Dilbagh Singh 50.

17. It is further contended by learned counsel for respondent that the suit is barred by limitation. Sale deed Ex.P.2 is of dated 24.4.2003 Ex.P.2 and the present suit has been filed on 29.7.2003 which is beyond the limitation period of three years. Thus suit being time barred is not maintainable. To my opinion the aforesaid contention of respondent counsel is also devoid of merits because he is seeking declaration on the basis of title to which the provision of Limitation Act is not attracted and the case law referred by appellant counsel reported in 2012(4) CCC 135 (P&H) titled as Joginder Kaur vs.Gurbachan Kaur and others is applicable to the facts of present case wherein it has been held that under Article 65 of Limitation Act no period of limitation is prescribed for a suit for possession on the basis of title.

18. The plaintiffs on being aggrieved from the act of the defendant who did not deliver the possession of the suit property to the plaintiffs were left with no other option than to seek the remedy before the civil court because the relationship of landlord and tenant between the parties is disputed by the defendant. Thus plaintiffs have a valid locus standi and valid cause of action. The present suit is filed in due compliance with the mandatory provisions of CPC and well before the territorial jurisdiction of the lower court. I do not find any defect so far the maintainability of the suit is concerned.

19.xxxxxxxxxxxxxxxxxx

20. In view of the reasons recorded above, findings of the lower court on issues No.1,2,3,6 and 10 are reversed and these issues are decided in favour of the plaintiffs and against the defendant whereas the findings on the remaining issues are upheld and the

impugned judgment and decree is set aside. Resultantly appeal is accepted and the suit is decreed with costs throughout and declaration is passed to the effect that plaintiffs being owners are entitled to the vacant possession of the suit property fully mentioned in the head note of the plaint. Accordingly the defendant is directed to hand over the vacant possession of the suit property to the plaintiff within three months from the date of decree. The plaintiffs who have raised the construction themselves may demolish construction existing thereon at their own costs. Permanent injunction is passed in favour of the plaintiffs and defendant is restrained from raising further construction or making any addition or alteration in the suit property and from alienating the suit property in any manner...”

5. Learned counsel for the appellant has not been able to point out any error or illegality in the findings recorded by the lower Appellate Court reversing the findings recorded by the trial Court on the main issues, warranting interference by this court in the regular second appeal. I do not find any ground to differ with the view taken by the lower Appellate Court holding that oral exchange did not stand established and that the plaintiffs-respondents and the defendant-appellant were not co-owners in joint possession of the suit property bearing Khasra No.547 in any manner.

6. No question of law, much less a substantial question of law arises in this appeal for consideration of this court.

7. In view of the above, there is no merit in this appeal and the same is hereby dismissed.

May 15, 2018
‘gs’

(Ajay Kumar Mittal)
Acting Chief Justice

Whether speaking/reasoned
Whether reportable

Yes
Yes