

In the High Court of Punjab and Haryana, at Chandigarh

Civil Revision No. 8163 of 2017 (O&M)

Date of Decision: 17.01.2020

Bharat Bhushan Chadha

... Petitioner(s)

Versus

Praveen Kumar and Another

... Respondent(s)

CORAM: Hon'ble Mr. Justice Anil Kshetarpal

Present: Mr. Rahul Sharma, Advocate
for the petitioner(s).

Mr. R.S.Bajaj, Advocate
for respondent No.1.

Mr. Krishan Singh, Advocate
for respondent No.2.

Anil Kshetarpal, J.

Petitioner filed an application under Order 1 Rule 10 CPC to become party in an ejectment petition filed by Parveen Kumar against Dr.Surinder Kumar Sharma under the Haryana Urban (Control of Rent & Eviction) Act, 1973. Parveen Kumar claims that he purchased the property vide a registered sale deed from legal heirs of Devi Dass. He sought eviction of the tenants on various grounds therein.

As noticed, the petitioner herein filed an application for impleadment. The learned Court dismissed the application on the ground that in the eviction petition filed under the Haryana Urban (Control of Rent & Eviction) Act, 1973, the Rent Controller is only required to adjudicate upon the matter that whether the tenant is liable to be evicted or not. Hence,

the Court held that *inter se* dispute between the petitioner and Parveen

Kumar cannot be settled in the eviction proceedings.

Learned counsel for the petitioner submitted that petitioner being co-sharer is entitled to be impleaded as party. On the other hand, learned counsel appearing for respondent No.1-Parveen Kumar has drawn attention of this Court to the suit filed by the petitioner herein, for passing a decree for permanent injunction in which it has been pleaded as under:-

“4. That in the year 1996, a mutual agreement took place between plaintiff, defendants No. 1 to 6 and Shri Devi Dass third brother of the plaintiff and according to agreement it was decided that plaintiff shall live in the portion of the property on the first floor and defendants No. 1 to 6 shall live in the ground floor. It was further agreed that out of the three shops one shop in which father of plaintiff was running cloth shop shall remain in possession of defendant No.2 and shall continue to run cloth business therein. Out of the remaining two shops the shop in between the cloth shop and third shop remain in possession of plaintiff while the third shall remain in possession of Shri Devi Dass. This agreement was duly signed by all the parties in the presence of witnesses.”

It is undisputed that petitioner is in possession of one shop. As per mutual agreement, the shop in question fell to the share of respondent-landlord.

Keeping in view the aforesaid facts, there is no ground to interfere. As such, present petition shall stand dismissed.

(Anil Kshetarpal)
Judge

January 17, 2020
“DK”

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No