

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

**RSA NO. 607 OF 2020 (O&M)
DATE OF DECISION : 12.02.2020**

Veena Rani

...Appellant

versus

Tajinder Kaur and another

...Respondents

CORAM : HON'BLE MR. JUSTICE ARUN MONGA

Present : Mr. G. C. Shahpuri, Advocate,
for the appellant.

ARUN MONGA, J. (ORAL)

Having suffered concurrent adverse findings by the two Courts below, the defendants are before this Court in second appeal assailing the trial Court judgment and decree dated 23.03.2016 as upheld by the First Appellate Court vide judgment and decree dated 13.01.2020, whereby the suit of plaintiff/respondents, seeking possession of the residential house (suit property) along with arrears of rent, was decreed against them and in favour of the plaintiff.

2. Succinct factual matrix as noticed by the First Appellate Court is that plaintiff being owner of the suit property had rented out the same to defendant No.1 vide Agreement-cum-Rent Deed dated 10.05.2012 for a period of 11 months i.e from 10.05.2012 to 09.04.2013 at the rate of Rs.2500/- per month. Defendant No.1 paid rent for the month of May, 2012 and thereafter stopped paying the rent for subsequent months

onwards. Later on, defendant No.1 handed over possession of the suit property to defendant No.2 unauthorizedly, leading to filing of an ejectment petition by the plaintiff under Haryana Urban (Control of Rent and Eviction) Act, 1973 on the ground of non-payment of rent and subletting. However, later on the said ejectment petition was withdrawn by the plaintiff/respondent as the Rent Act was not applicable to the premises. The plaintiff terminated the tenancy with effect from 10.03.2014 by serving a notice dated 05.03.2014 upon defendant No.1 and also asked for payment of arrears of rent, but to no effect. Hence, the civil suit.

3. In joint written statement filed by the defendants, they denied that property was ever rented out to defendant No.1. It was also denied that defendant No.1 was ever in possession of the suit property. The rent agreement dated 10.05.2012 being not a registered document, was not enforceable in law as per the defence of defendant No.1

4. No replication was filed. Based on the rival pleadings, following issues were framed :-

- 1) Whether the plaintiff is entitled to possession of the house in question ? OPP
- 2) Whether the plaintiff is entitled to recovery of arrears of rent along with interest and mesne profits, as prayed for ? OPD
- 3) Whether the plaintiffs are entitled to possession as alternative relief ? OPP
- 4) Whether the suit of the plaintiff is not maintainable ? OPD
- 5) Relief.

5. In order to prove their case and to discharge their onus as per the issues framed, both the parties adduced their respective evidence.

6. The trial Court after appreciation of evidence adduced by both the parties, decreed the suit in favour of the plaintiff. The first appeal filed against its judgment and decree was also dismissed by reaffirming the findings returned by the trial Court.

7. The relevant of the reasoning and findings returned by the First Appellate Court are extracted herein below :

"17. Since, the rent deed was for a period of 11 months, therefore, it was not required to be compulsorily registered. It has been held by our Hon'ble High Court in a case law reported as Uday Singh v. Dhara Singh Vol. CLXXIII-(2014-1), the Punjab Law Reporters, 604, that a rent note which is only for eleven months is not required to be registered and is admissible in evidence. Therefore, in the opinion of this Court, the trial Court committed no mistake while taking the note of unregistered rent deed to be admissible in evidence being for a period of eleven months.

18. Consequently, as a sequel to my aforesaid discussion and observations, I have come to the view that appellant did not prove herself to be the owner of the property, rather, she had been put in possession by defendant No.1 to whom plaintiff had rented out the property in question by virtue of rent deed Ex.P2 way back in 2012 but defendants never adhered to the terms and conditions of the rent deed. Resultantly, the plaintiff has no other option except to seek the possession of the suit property with claim of

arrears of rent and mesne profits, which has been rightly decreed by the trial Court vide impugned judgment and decree. Hence, I find no error in impugned judgment and decree, which have been passed by the trial Court after the evaluation of the facts as well as the evidence of both the parties to the suit. Therefore, I affirm the same. Accordingly, I dismiss the appeal in hand with costs throughout. Decree sheet be drawn accordingly. Trial Court record along with a copy of this judgment be sent back. Appeal file be consigned to record room after due compliance."

8. I have heard rival contentions of learned counsel for the appellant and have gone through the records carefully.

9. There seems to be no perversity or illegality in the concurrent findings of facts returned by the Courts below on appreciation of evidence. No fresh ground worthy of interference by this Court in second appeal is made out to disturb the concurrent findings of facts recorded by the Courts below.

10. Furthermore, neither any question of law much less substantial question of law, which is sine qua non for entertaining second appeal before this Court is involved in present appeal so as to exercise appellate jurisdiction under Section 41 of the Punjab Courts Act read with Section 100 of Code of Civil Procedure.

11. In view of my above discussion and all the reasons recorded therein, the appeal is dismissed being bereft of any merit. Resultantly, both the impugned judgments and decrees

passed by the Courts below are upheld.

- 12. Pending applications, if any, also stand disposed of.
- 13. No order as to costs.

(ARUN MONGA)
JUDGE

FEBRUARY 12, 2020
shalini

- | | | |
|----|-----------------------------|--------|
| 1. | Whether speaking/reasoned : | Yes/No |
| 2. | Whether reportable : | Yes/No |