

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

1. RSA-79-2021 (O&M)
Decided on: 25.02.2021

Dharampal and another Appellants

Versus

Gurjaj Singh and others Respondents

2. RSA-80-2021 (O&M)

Dharampal and another Appellants

Versus

Gurjaj Singh and others Respondents

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present : Mr. Salil Bali, Advocate
for the appellants in both the cases.

ANIL KSHETARPAL, J (ORAL)

Defendant No.6 and 7 (plaintiffs in the second suit) have filed these two regular second appeals against the concurrent findings of fact arrived at by the Courts below while deciding two cross suits. Civil suit No.333 was filed by the owners claiming possession whereas civil suit No.166 was filed by the appellants alongwith Bhagwan Dass for a decree of declaration.

Undisputed facts are that Boor Singh, the predecessor-in-interest of Gurjuj Singh and Iqbal Singh was owner of the property. He executed a lease deed for a period of 20 years on 11.03.1994 in favour of Narinder Mohan Aggarwal for establishing a brick klin. The period of lease deed was to come to an end on 30.04.2014. In the year 1999, Narinder Mohan Aggarwal

transferred his rights to Ashok Kumar, who in turn transferred his rights to defendant No.3 to 5 on 10.06.2013. It is claimed that thereafter without the consent of the plaintiffs, defendant No.3 to 5 transferred their rights in favour of defendant No.6 and 7. The plaintiffs claimed that the period of tenancy has come to an end, therefore, they are entitled to get back the possession.

On the other hand, Bhagwan Dass, Dharampal and Sham Sunder filed a separate suit seeking declaration that they are lessees in possession of land measuring 22 kanals. Defendants relied upon an affidavit dated 09.05.2009 executed by Gurjaj Singh and a receipt dated 06.09.2014 promising to execute a fresh lease deed upto the year 2019.

It is important to note that the original receipt dated 06.09.2014 has not been produced on the file. The appellants failed in their efforts to prove the same by secondary evidence.

Both the Courts below had found that neither the document dated 20.05.2005 nor the document dated 06.09.2014 is admissible in evidence. These documents result in leasing the property on year to year basis, therefore, without being unregistered, are not admissible in evidence.

Both the Courts below have further found that the receipt dated 06.09.2014 has not been proved. The appellants have also not led any evidence to prove that after 06.09.2014, they have ever paid the amount of lease money to the owners. Further, the best case of the appellants that they are entitled to continue in possession till March 2019 which has also elapsed. The appellants do not claim any protection of rent protection laws.

In view thereof, no ground to interfere with the concurrent findings of fact is made out.

Accordingly, both the appeals stand dismissed.

(ANIL KSHETARPAL)
JUDGE

25.02.2021

Dinesh

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No