

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

RSA-695 of 2021 (O&M)
Date of Order: 02.08.2023

Ravinder

.Appellant

Versus

Manju

..Respondent

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Ajay Jain, Advocate, for the appellant.
Mr. Chanderhas Yadav, Advocate, for the respondent.

ANIL KSHETARPAL, J

1. The correctness of the concurrent findings of fact arrived at by the courts below has been challenged by the defendant in this appeal.
2. In order to comprehend the issue involved in the present case, the relevant facts, in brief, are required to be noticed.
3. The plaintiff claiming to be owner of the property by virtue of a registered sale deed dated 22.04.2015 filed a suit for ejectment of the appellant. It was claimed that there were four owners of the property, namely, Surinder Kumar, Rajendra Kumar, Naresh Kumar sons of Surajbhan and Smt. Nirmala widow of Sh. Ramesh Kumar. Sh. Naresh Kumar leased the property in favour of the defendant for a period of 10 years which has come to an end. Thus, the relief of ejectment was sought.
4. The plaintiff's husband also filed a previous suit on the basis of full payment agreement, which was dismissed on 21.03.2015.
5. The defendant while contesting the suit claimed that there was no relationship of landlord and tenant and the sale deed executed in favour of the plaintiff is a paper transaction. He claims that he entered into a full

payment agreement with Sh. Naresh Kumar on 06.07.2005 and thereafter constructed a shop.

6. The trial court as well as the First Appellate Court has concurrently decreed the suit after finding that the agreement dated 06.07.2005 is only rent note for a period of 10 years executed by Sh. Naresh Kumar in favour of the appellant.

7. This Bench has heard the learned counsels representing the parties at length and with their able assistance perused the paper book along with the requisitioned record.

8. The learned counsel representing the appellant while drawing the attention of the court to the agreement dated 06.07.2005 submits that the appellant was misrepresented and instead of full payment agreement, a rent note has been executed. He submits that the terms of the rent note are not believable. He further contends that the sale deed in favour of the plaintiff (respondent herein) has never been proved and therefore, the suit was liable to be dismissed.

9. This court has considered the submissions of the learned counsel representing the appellant and carefully read the rent note dated 06.07.2005. It is evident that the ground floor of the shop in question was given on rent to the appellant on receipt of the entire lease money of Rs.40,000/- for a period of 10 years. There is repeated recital to the effect that the shop has been leased out to the appellant and he will hand over vacant possession to the owner after the expiry of the lease period. It is also recorded in the rent note that he will sell the bangles and will not utilise the property for any purpose. He will neither sub-let the premises nor damage

the property in any manner. This document is signed by the appellant.

10. In these circumstances, the entire case of the appellant has no basis because the defendant claims that this agreement is a full payment agreement.

11. As regards the second argument of the learned counsel representing the appellant, it may be noticed that the official from the office of Sub-Registrar appeared in evidence and verified that the copy of the sale deed placed on record is a correct copy as per the official record. Moreover, when the defendant appeared in evidence, he admitted that a sale deed has been executed in favour of the plaintiff with respect to the shop in question as well as the adjoining property.

12. Keeping in view the aforesaid facts and discussion, no ground to interfere is made out.

13. Dismissed.

14. All the pending miscellaneous applications, if any, are also disposed of.

August 02, 2023

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(ANIL KSHETARPAL)
JUDGE

Whether speaking/reasoned

:YES/NO

Whether reportable

:YES/NO