

CR-4696-2023 (O&M)

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH.

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Date of decision: 23.04.2024

Ranbir

...Petitioner.

Versus

Suresh Malik and others

....Respondents.

CORAM: HON'BLE MRS. JUSTICE SUKHVINDER KAUR

Present: Mr. Dinesh Maurya, Advocate
for the petitioner.

Sukhvinder Kaur, J.

By way of present revision petition, the petitioner has challenged order dated 23.08.2022 (Annexure P-3), passed by Wakf Tribunal, Rohtak, vide which the suit of the plaintiffs/respondents No.1 and 2, was decreed.

2. The brief facts of the case, as per the plaint, are that the land measuring 2380 sq. yards out of Khasra No.199, total area 39 Kanal 08 Marla was leased out in favour of the plaintiffs alongwith Subhash son of Hari Singh, Babu son of Sardar Khan, on a monthly rent of Rs.3200/- for a period of three years, for residential purpose, vide lease order No.24/ lease-Urban/F.No.2593/11-3308 dated 30.09.2011, after making payment of all the dues, lease money etc. by the plaintiffs, vide receipt No.001 dated 13.10.2011 and receipt No.3169 dated 13.06.2011. It was alleged that then

NOC was obtained by the plaintiffs from the office of Haryana Wakf Board after making payment of NOC and possession of the suit property was given to the plaintiffs alongwith Subhash and Babu. It was further submitted that till date the aforesaid lease orders have not been cancelled and there was no violation on the part of the plaintiffs. The plaintiffs are rightful lessees of the land owned by defendant No.1-Wakf Board, but defendants No.2 to 11 and other villagers are bent upon to interfere in the peaceful possession of the plaintiffs by removing the bricks of room of the plot and to encroach upon the land in dispute forcibly, illegally without having any right in any manner. Defendant No.1 was issued legal notice dated 08.01.2012 through counsel but no reply was given by him. Hence, the present suit was filed.

3. Defendant No.1 filed its written statement admitting the claim of the plaintiffs.

4. Defendants No.2 to 9 filed their joint written statement by pleading that defendant No.1 is not competent to lease out the suit property in favour of the plaintiffs. Defendant No.1 was acting in collusion with the plaintiffs and other goons with ulterior motive to dispossess defendants No.9 to 11 and other persons, who claimed to be in possession continuously since the time of their forefathers. It was also alleged that as suit property was never utilized for Kabristan, so defendant No.1 has no authority to lease out the suit property. Defendant No.9 is in actual physical possession of a parcel of land depicted by letters ABCEFJIHG, measuring 678 sq. yards, defendant No.10 is in possession of parcel of land depicted by letters MNOP, measuring 494.4 sq. yards and defendant No.11 is in possession of a

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piece of land depicted by letters KLMN, measuring 391.3 sq. yards and one person namely, Sultan is in possession of a piece of land marked by letters IJKL, measuring 466 sq. yards as detailed in the site plan attached with the written statement. It was also averred that defendants No.9 to 11 and said Sultan have been using their respective plots for domestic purposes like keeping Bitoras, Bunga, tethering cattle, keeping fire-woods and putting and storing cow-dung cakes etc. It was also alleged that the lease in favour of the plaintiffs was just a paper work with the motive to cause harm and to dispossess the occupants.

5. From the pleadings of the parties following issues were framed:-

1. *Whether the plaintiffs are entitled to a decree for permanent injunction, as prayed for? OPP*
2. *Whether the suit of the plaintiffs is not maintainable in the present form? OPD*
3. *Whether the plaintiffs have no cause of action to file the present suit? OPD*
4. *Whether the present suit is bad for non-joinder and mis-joinder of necessary parties? OPP*
5. *Relief.*

6. Thereafter, in order to prove their case, plaintiffs Neeraj Hooda and Suresh Malik appeared as PW1 and PW3 and also examined Ravinder Saini as PW2. They also placed on record copies of site-plan Ex.P1 and P2, copies of lease order Ex.P3 and P4 and copies of payment receipts Ex.P5

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and P6.

7. Defendants No.6, 9 and 10 were proceeded against exparte and defendants No.11 and 12 were given up. The remaining contesting defendants No.2 to 5, 7 and 8 had examined Ranbir (defendant No.9) as DW1, Subhash (defendant No.3) as DW2 and placed on record site-plan Ex.D1.

8. After appreciating the evidence on record and hearing counsel for the parties, the Wakf Tribunal decreed the suit of the plaintiffs. Hence, the petitioner has knocked the doors of this Court by way of filing the present revision petition.

9. Learned counsel for the revision petitioner has contended that defendant No.1 Wakf Board was not competent to lease out the suit property in favour of the plaintiffs. Defendant No.1 has acted in collusion with the plaintiffs with ulterior motive to dispossess the contesting defendants. He has further contended that the documents tendered by the defendants had not been considered by the Wakf Tribunal and it has been proved on record that the contesting defendants have been using their respective plots for domestic purposes like keeping Bitoras, Bunga, tethering cattle, keeping fire-woods and putting and storing cow-dung cakes etc. He has urged that the plaintiffs have no case in their favour and the impugned judgment is not sustainable in the eyes of law.

10. I have heard learned counsel for the petitioner and has gone through the relevant record.

11. In order to prove that the suit property was leased out in favour

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of the plaintiffs alongwith Subhash and Babu, on a monthly rent of Rs.3200/- for three years, for residential purposes, vide lease order No.24/ Lease-Urban/ F. No.2593/11-3308 dated 30.09.2011 (Ex.P3 and P4) and NOC was obtained by the plaintiffs from the office of Haryana Wakf Board after making payment of the NOC, vide receipts Ex.P5 and P6, plaintiff No.1 Neeraj Hooda himself stepped into the witness box as PW1 and his affidavit Ex.PW1/A, he has deposed on oath all the averments as made in the plaint. His version has been duly corroborated by PW3-Suresh Malik (plaintiff No.1) PW2-Ravinder Saini, Draftsman has proved copies of site-plans Ex.P1 and P2.

12. Besides that, the plaintiffs have proved on record the copies of lease orders Ex.P3 and P4 and copies of payment receipts Ex.P5 and P6 to support the case of the plaintiffs regarding possession of the plaintiffs over the suit property being lessee. It has also been proved that the said lease order has not been cancelled till date. Defendant No.1 has admitted the claim of the plaintiffs over the suit property has categorically submitted in his written statement that he has no objection if the suit of the plaintiff was decreed against defendants No.2 to 10.

13. But to rebut the aforesaid oral as well as documentary evidence of the plaintiffs, the contesting defendants have just examined defendant No.9 Ranbir and defendant No.3 Subhash as DW1 and DW2. But no documentary evidence in rebuttal to the evidence led by the plaintiffs, has been produced by the defendants. Even the Draftsman, who prepared the site plan Ex.D1 has not been examined. So no reliance can be placed on the

site plan Ex.D1. The documents Ex.D1 to Ex.D33 that have been placed on record also support the claim of the plaintiffs and the pleas taken by defendant No.1 in its written statement. As already observed, defendant No.1 in its written statement has admitted the claim of the plaintiffs over the suit property. DW3 Khurshid Ahmad has also admitted the claim of the plaintiffs over the suit property.

14. Thus, it has been rightly held that the plaintiffs are in possession of the suit property as lessee under defendant No.1 as per lease orders Ex.P3 and P4 and defendants No.2 to 10 have no concern with the same. So the relief of permanent injunction has rightly been granted for restraining defendants No.2 to 10 from interfering in possession of the plaintiffs over the suit property forcibly and illegally, except in due course of law.

15. Thus, there being no illegality or infirmity in the impugned order, no interference therewith is called for while exercising the revisional jurisdiction. The present revision petition being bereft of any merits stands dismissed.

16. All pending applications, if any, also stand disposed of accordingly.

(SUKHVINDER KAUR)
JUDGE

23.04.2024.
komal

Whether speaking/ reasoned : Yes/ No
Whether Reportable : Yes/ No