



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

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CR-3570-2024 (O&M)
Date of Decision.:17.07.2024

Ritik JindalPetitioner
Vs.
Madhu BalaRespondent

CORAM:- HON'BLE MR. JUSTICE DEEPAK GUPTA

Present:- Mr. Yashpal Thakur, Advocate
for the petitioner.

DEEPAK GUPTA, J. (ORAL)

CM-10652-CII-2024:

This is an application under Section 151 CPC to place on record documents Annexures P-1 to P-3.

Allowed.

Annexures P-1 to P-3 are taken on record.

Main case.:

Tenant is before this Court in this revision petition, inasmuch as ejectment petition filed by the landlady has been allowed by learned Rent Controller, Amloh (Fatehgarh Sahib) on 17.03.2023 and the said order has been affirmed by the Appellate Authority on 17.05.2024.

2. Contention of learned counsel for the petitioner is that there was no relationship of landlord and tenant between the parties and that specific



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stand was taken by the tenant i.e. *petitioner herein* that demised property had been purchased by him from the owner vide an agreement to sell and that the tenant was in possession since 2008, which was evident from the various documents but the landlady claimed the tenancy from April, 2015. Learned counsel contends that evidence on record has not been properly appreciated.

3. After considering submissions of learned counsel for the petitioner and after going through the orders passed by the Courts below, this Court does not find any merit in the petition.

4. It is noticed that the landlady claimed the petitioner Ritik Jindal to be tenant by virtue of a rent note dated 01.04.2015 @ 8500/- per month with the stipulation that rent was to increase @ 10% after three years. Ejectment was sought for non-payment of rent since 01.04.2018 and bona fide necessity of the landlady. The tenant i.e. *petitioner herein* denied the tenancy by stating that house in question was agreed to be purchased for consideration of ₹20,00,000/- and that an amount of ₹4,50,000/- had been paid to the petitioners (*landlady*) in cash as earnest money; and thereafter, 80% of the sale amount has already been paid by the tenant & his father up to 15.12.2018 through cheques and cash, though no document to this effect was reduced to writing, as parties are closely related to each other.

5. The stand taken by the tenant has been disbelieved by both the Courts below and rightly so. The rent note dated 01.04.2015 Ex.P1 has been duly proved by the testimony of PW1 Shri Hans Raj Jindal, who is an



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attesting witness to the same. He also proved copies of various rent receipts as Ex.P-2 to P-37. Her testimony is supported by the statement of landlady Madhu Bala.

6. To rebut the aforesaid evidence, tenant (*petitioner herein*) examined his father Lalit Jindal as RW-1 and he himself appeared in the witness-box as RW-2. It would be relevant to reproduce the statements made by these two witnesses, as has been referred by learned Appellate Authority in para No.13 & 14 of the impugned order dated 17.05.2024, which are as under:

“13. To rebut the evidence led by the petitioner, respondent examined Lalit Jindal his father as RW-1, who deposed in his affidavit Ex.RW-1/A that Ritik Jindal is his son, who never took the house property on rent from the petitioner on 01.04.2015 at a monthly rent of Rs.8500/-. No rent deed was ever executed and the petitioner has concocted a false story. He further deposed that parties to the petition are close to each other and respondent originally belongs to Jaito, District Faridkot and in the month of September, 2008, the petitioner asked the respondent to get themselves shifted from Jaito to Mandi Gobindgarh for doing business and they offered to sell the demised premises, for which respondent agreed. He further deposed that the petitioner agreed to sell the demised premises to the respondent for a total sale consideration of Rs.20,00,000/- and Rs.4,50,000/- was paid to petitioner as earnest money. Thereafter 80% of the sale amount was paid by the respondent and his father to the petitioner up to 15.12.2018 through cheques and cash. But no document was reduced into writing as parties were closely related to each other. After 15.12.2018, the respondent asked the petitioner to execute the sale deed with regard to demised premises and petitioner told that she will execute the same within few days. But the respondent and his father were surprised when they received a legal notice dated 21.12.2018 issued by the petitioner asking the respondent to pay rent. He further deposed that the respondent is in actual and physical possession of the demised premises since 2008 and he is residing in the same with his family and regularly paying the electricity charges and telephone



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bills. The possession of the respondent in the suit property is that of owner and not as of tenant. He proved the copies of Aadhar card, electricity bills and identification cards Ex.R-1 to Ex.R-16.

In **cross-examination**, he stated that they purchased the house in question and no document was executed regarding the purchase of said house. they have purchased the house in question, but no document was got executed for the purchase of said house. He purchased 4-5 properties during his life time. He admitted that when there is sale and purchase of property, the execution of the document is necessary. He stated that the parties are related with each other then there was no need for the execution of the document. He further stated it to be correct that at the time of agreement in the year 2008, the ownership of the house in dispute was not in his knowledge, but they had dealing with the Suresh Kumar only. Suresh Kumar approached him to purchase his house at Mandi Gobindgarh from Jaito. He paid Rs.4,50,000/- to Suresh Kumar and remaining amount was paid in installment of Rs.20,000/-, Rs.10,000/-, Rs.50,000/-, 30,000/- and Rs.15,000/- to the petitioner. He did not remember where he had paid Rs.4,50,000/- to Suresh Kumar. He even did not remember the name of city where he had paid Rs.4,50,000/-. He did not know who were present at the time of first meeting. He did not remember at the time of talk he and Suresh Kumar were alone or anyone else present there. He did not know if Ritik was present at that time or not. He paid Rs.4,50,000/- to Suresh Kumar and remaining amount was paid in installments of Rs.20,000/-, 10,000/-, 50,000/-, 30,000/- and 15,000/- to the petitioner. He did not remember where he had handed over the amount of Rs.4,50,000/- to Suresh Kumar. He could not tell the cash amount paid to the petitioner after checking his document available at his residence. He could not tell whose signatures on Mark C of document Ex.P-1. He identified the signature of his son Ritik Jindal. He identified the signature of his son on Ex.RW-2/A. He admitted that till today Madhu Bala is owner of the suit property. Till today, I did not file any case for registration of sale deed. He had moved a complaint in the police station regarding forged rent deed and receipts, but the same was filed. He admitted that he never be the owner of the suit property. He has seen the cheques annexed in the file and he identify the signatures of his son Ritik Jindal on cheques. The last cheque dated 12.11.2018 of Rs.8500/- was handed over by Hans Raj alongwith cash of Rs.15,00/-.

14. Ritik Jindal respondent examined himself as RW-2 and tendered his duly



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sworn affidavit as RW-2/A, in which he denied the case of the petitioner. He denied the relationship of landlord and tenant between them. He further deposed that he never took the house property on rent from petitioner on 1.4.2015 at a monthly rent of Rs.8500/-.He further deposed in his affidavit as per the averments made in written statement.

In cross-examination he stated that he used to give Rs.8500/- per month as installment regularly to the petitioner of agreement to sell since September, 2008. He admitted that no agreement to sell got executed between the petitioner and respondent. He could not tell how much amount he had transferred through bank as well as through cash. He had not filed any case till today regarding executing the agreement to sell between him and the petitioner. He admitted that no document got executed regarding the payment of Rs.4,50,000/- to the petitioner family. He did not pay the amount of Rs.4,50,000/- to the petitioner, but his father paid the same. He did not remember whether he was present at the time of payment to the petitioner. He has been paying installment to the petitioner since 2014 by cheque or cash, but he could not tell the exact date. They had paid Rs.16 Lakhs in total to the petitioner till 2018. From 2008 they were paying Rs.10,000/- as installment to the petitioner. He admitted that the house in question is in the name of Madhu Bala till today. He admitted that the house in question is located at well-developed colony. He is residing in the house as owner.”

7. It is, thus, evident from the aforesaid statements that alleged agreement to sell was never reduced to writing. The tenant contended to have paid amount of ₹4,50,000/- out of total sale consideration of ₹20,00,000/- but there was no writing to that effect. As per RW-1, Shri Lalit Jindal, the amount was paid to Suresh Kumar i.e. husband of the landlady and talks regarding the sale took place with said Suresh Kumar only, without even knowing that said Suresh Kumar was owner or not. He also stated that an amount of ₹4,50,000/- was paid to Suresh Kumar and remaining amount in the installments ranging between ₹10,000/- to ₹50,000/- but did not

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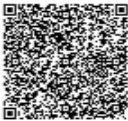
remember the dates of making these payments. Not only this, the witness identified signature of his son Ritik Jindal i.e. tenant on the rent note. Similarly, RW-1 Ritik Jindal did not deny the execution of the rent note. He admitted that no document regarding payment of ₹4,50,000/- or any further consideration was ever executed.

8. The stand taken by tenant is absolutely unbelievable. Both the Courts below have rightly appreciated the evidence on record so as to hold that there was relationship of landlord and tenant between the parties. Since the rent of the default period was not paid, so the ejectment order has rightly passed. It has also been held that the landlady required the premises for bona fide need. There is no challenge to this finding.

9. Faced with the aforesaid situation, learned counsel for the petitioner- tenant prayed to grant reasonable time to vacate the premises.

10. Perusal of the file would reveal that at the time of ordering ejectment of the petitioner from the demised premises on 17.03.2023, learned Rent Controller granted him two months time to vacate the premises. While dismissing the appeal on 17.05.2024, Appellate Authority granted two months period from that date i.e. up to 17.07.2024 to vacate the premises. There is nothing on record to suggest that arrears of rent have been paid.

11. In the aforesaid facts and circumstances, the present petition is hereby dismissed with costs. Petitioner herein is hereby directed to vacate the demised premises on or before 31.07.2024 positively. In case, the



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petitioner herein fails to do so and the landlady is compelled to file the execution petition after 31.7.2024 so as to seek the actual physical possession of the demised premises, then the petitioner- tenant will be liable pay the mesne profits/user & occupation charges @ 1,00,000/- per month with effect from 01.08.2024, till the premises are actually vacated.

Disposed of accordingly.

(DEEPAK GUPTA)
JUDGE

July 17, 2024

Neetika Tuteja

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No