



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

CR-5007-2016(O&M)

Date of Decision: August 20, 2025

Jaswinder Singh through his LRs

...Petitioner

Versus

Gurpreet Singh

...Respondents

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Kulvir Narwal, Advocate
for the petitioner.

Mr.Arshdeep Bhullar, Advocate
for the respondent.

ARCHANA PURI, J.

Challenge in the present revision petition is to the two affirmatory orders dated 28.10.2014 and 30.04.2016 passed by learned Rent Controller and learned Appellate Authority, thereby, ordering eviction of the petitioner, from the demised premises.

For the convenience of discussion, the parties are referred to, as making appearance before learned Rent Controller.

The facts germane, to be noticed, are as follows:-

That, Gurpreet Singh (respondent herein) had filed a petition under Section 13 of the East Punjab Urban Rent Restriction Act, for seeking

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eviction of Jaswinder Singh (petitioner herein) from the demised premises i.e. industrial shed No.19, Industrial Area, Phase-II, Chandigarh. It was asserted in the petition that the aforesaid shed No.19 was allotted to M/s Kartar Furniture House, a partnership firm. Sh.Amar Singh and Sh.Kartar Singh were the partners of the said firm. However, said Kartar Singh had died, leaving behind petitioner-Gurpreet Singh, as one of his legal heirs and as such, he is one of the co-owner of the property.

Also, it was asserted that respondent-Jaswinder Singh was inducted in the said industrial shed at a monthly rent of Rs.10,000/-, excluding water and electricity charges. He is habitual defaulter towards the payment of rent. Earlier, a suit was filed, on the basis of the notification issued by Chandigarh Administration, along with a suit for recovery of Rs.3,60,000/-. The said notification was quashed by this Court and the said suit, hence became infructuous. However, the suit for recovery is pending.

Further, it was asserted that Jaswinder Singh is liable to be evicted from the demised premises, on the ground of non-payment of rent, as he is in arrears of rent, since 01.01.2000. He has also sublet a part of the premises to one Hazara Singh, without consent of the co-owners. The rent deed was executed between Jaswinder Singh and Hazara Singh and even the respondent had filed a suit for recovery against said Hazara Singh. Also, it was averred that in the earlier suit for ejectment filed by the petitioner, the respondent had taken a plea that he had purchased the industrial shed, in question from Kartar Singh, vide agreement to sell dated 29.12.1992 and subsequent agreement to sell dated 16.06.1994. Actually, the respondent

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had forged the signatures on the said agreement to sell and in this respect, a complaint was made by the petitioner and FIR No.93 dated 25.09.2007 was registered against one Bahadur Singh, Baldev Singh and respondent at Police Station, Sector-31, Chandigarh, under Sections 406, 420, 467, 468, 471, 474 and 120-B IPC. The respondent was requested to vacate the premises several times, but to no effect. Hence, the petition.

In pursuance of the notice issued, the respondent made appearance and filed the reply, thereby, disputing the maintainability of the petition. He also asserted that there is no relationship of landlord and tenant between the parties. The respondent asserted himself to be owner-in-possession of the industrial shed No.19 and that the petitioner has nothing to do with the said property and he has no *locus standi* to file the petition. Also, it was asserted that the demised premises was allotted to M/s Kartar Furniture House by the Estate Office and at that time, M/s Kartar Furniture House was a partnership firm. The respondent had purchased the industrial shed from the owner Kartar Singh vide agreement to sell dated 29.12.1992 and the subsequent agreement dated 16.06.1994. The sale price was fixed at Rs.8 lakh, out of which, Kartar Singh had received Rs.7,10,000/-. However Kartar Singh had died on 25.07.1994, before the property could be transferred in the name of the respondent.

Also, it was asserted that Kartar Singh was issue-less and his wife Hardyal Kaur was the only legal heir of Kartar Singh. After death of Kartar Singh, the respondent approached Hardyal Kaur and she agreed to complete the deed/transaction and after receiving balance amount of Rs.90,000/-,

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Hardyal Kaur had issued indemnity bonds dated 05.06.1998, in favour of the respondent, stating therein that the entire sale consideration amount of the transaction has been received and she had handed over the vacant physical and legal possession of the demised premises to the respondent. Krishna Kaur, mother of the petitioner, is a witness to the said indemnity bonds. Hardyal Kaur had also executed an agreement to sell, in which full and final payment, made by the respondent was duly acknowledged.

Also, it was asserted that respondent had filed a civil suit for declaration along with other reliefs, which was dismissed. Respondent had also filed appeal against the dismissal order, which is pending in the Court of learned Addl. District Judge, Chandigarh. In the reply, it was further asserted that petitioner be directed to undergo DNA testing, which shall show that he is son of Krishna Kaur and as such, he is not the legal heir of Kartar Singh.

Further, it was asserted that the industrial shed in question was allotted to partnership firm. However, the same was dissolved and the demised premises came to the share of Kartar Singh, who sold it to the respondent. It was also asserted that Kartar Singh had rented out the premises to the respondent at a monthly rent of Rs.2600/- and later on, it was sold to the respondent in the year 1992 and a false FIR was registered, at the instance of the petitioner. Since, the respondent had become owner, he had rented out part of the premises to one Hazara Singh and later on, evicted the said tenant from the premises in question. Therefore, there is no question of any subletting, at the instance of the respondent.



From the pleadings of the parties, issues were framed. To substantiate his version, Gurpreet Singh himself stepped into witness box as PW-1 and examined three other witnesses, besides adducing documentary evidence.

To rebut the claim of the petitioner, the respondent had stepped into witness box as RW-1 and examined two other witnesses, besides leading documentary evidence.

On appraisal of the evidence, brought on record, learned Rent Controller held that Gurpreet Singh is the legal heir of Kartar Singh and there exist relationship of landlord and tenant. Furthermore, also concluded about respondent-Jaswinder Singh to be in arrears of rent since 01.01.2000 at the rate of Rs.2600/- per month and that he had sublet the portion of demised premises to Hazara Singh. Thus, on both the counts of arrears of rent and subletting, the ejectment petition was allowed and the respondent was given two months' time to handover the vacant possession of the demised premises to the petitioner.

Feeling aggrieved, Jaswinder Singh filed an appeal and the eviction order already passed was upheld and consequently, the appeal was dismissed by learned Appellate Authority.

Still not satisfied, Jaswinder Singh (petitioner herein) has filed the present revision petition.

Upon notice, Gurpreet Singh (respondent herein) has made appearance through counsel.

Learned counsel for the parties heard.



At the very outset, it is assiduously submitted by learned counsel for petitioner-Jaswinder Singh that both the Rent Controller as well as Appellate Authority have not appraised the evidence, in correct perspective considering the facts and circumstances of the case and had erroneously ordered his eviction, though, he was established to be owner-in-possession of the property in question. In fact, it is submitted that the demised premises was allotted to M/s Kartar Furniture House, a partnership firm, consisting of Kartar Singh and Amar Singh. However, initial partnership deed was re-constituted and name was changed and thereupon, fresh partnership came into existence. Thereafter, Amar Singh had retired from the firm and the entire property had fallen to the share of Kartar Singh. He died issue-less. Said Gurpreet Singh is not legal heir of Kartar Singh. Only Hardyal Kaur, wife of Kartar Singh was the sole legal heir.

Also, it is submitted that at first instance, Kartar Singh had let out the property to Jaswinder Singh in the year 1987, on monthly rent of Rs.2600/-. Thereafter, deal was struck for the sale of the demised premises and agreement to sell was executed qua the sale for total consideration of Rs.8 lakh. Kartar Singh had received a sum of Rs.1,40,000/-, as earnest money and thereupon, part of the sale consideration, as per the requirement of Kartar Singh was paid. The total amount paid was Rs.7,10,000/- and another agreement to sell was executed on 16.06.1994, for completion of transaction of sale, wherein, the receipt of amount of Rs.7,10,000/- was acknowledged by Kartar Singh. The date for completion of the deal was fixed as 28.08.1994. Unfortunately, prior to the completion of transaction,

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Kartar Singh had died on 25.07.1994. In any case, it is submitted that in pursuance of death of Kartar Singh, his wife had honoured the agreement, after receipt of residue amount of Rs.90,000/-. This agreement was executed on 05.08.1996 and indemnity bonds were also executed. On this basis, it is asserted that Jaswinder Singh became owner of the property in question.

Furthermore, it is also submitted that Krishna Kaur got intimated to Kartar Singh and defendants No.3 to 7 are the children of Krishna Kaur, who never married Kartar Singh, but she managed to manipulate the record, in respect of birth of her children, to grab the property of Kartar Singh. As such, Gurpreet Singh is not the legal heir of Kartar Singh and therefore, the petition, at his instance, was never maintainable.

On the other hand, learned counsel for respondent-Gurpreet Singh has vehemently resisted the claim of Jaswinder Singh. It is submitted that both the Rent Controller as well as Appellate Authority have meticulously appraised the evidence, in correct perspective and have passed the reasoned orders, with regard to eviction of Jaswinder Singh from the demised premises on two counts i.e. arrears of rent and subletting. In view of the aforesaid submissions, it is prayed that revision petition be dismissed.

So far as, induction of Jaswinder Singh in the demised premises as tenant is concerned, the same is not disputed, though, the rent is stated to be Rs.2600/- per month. Subsequently, ownership, on the basis of the agreements to sell, as observed aforesaid, is claimed. The paternity of Gurpreet Singh is also challenged and it asserted that he is son of Krishna



Kaur, who never married Kartar Singh. However, the version of challenge of the parentage of Gurpreet Singh is concerned, the same was not impressed upon, during the course of arguments.

Otherwise also, it is pertinent to mention that to substantiate the parentage, as asserted by him, Gurpreet Singh had examined PW-2 Gulab Singh, from the office of Registrar, Births and Deaths and he had proved the entry relating to the birth of Gurpreet Singh, who was born on 26.03.1981 and the birth certificate mentions about the name of father as Kartar Singh and mother's name as Hardyal Kaur. No evidence to the contrary has been led by the petitioner. Since, the death of Kartar Singh, as such, is not disputed and Gurpreet Singh, his son, therefore, steps into the shoes of Kartar Singh, who admittedly had inducted Jaswinder Singh as tenant and therefore, it was rightly concluded by learned Rent Controller and Appellate Authority, about existence of relationship of landlord and tenant, between the parties.

Throughout, much emphasis has also been laid upon agreements to sell, allegedly executed by Kartar Singh, in favour of Jaswinder Singh on 29.12.1992 and 16.06.1994 and further that in pursuance of death of Kartar Singh, which fact, as such, is not disputed, reliance is placed upon execution of further agreement to sell executed by Hardyal Kaur, widow of Kartar Singh and execution of indemnity bonds, at her instance. Though, it is asserted about no such agreements were ever executed and that there was litigation pending and the criminal case, registered against Jaswinder Singh and others, has since been decided,

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which resulted into acquittal of Jaswinder Singh and others, but however, it is pertinent to mention that there is already civil litigation pending between the parties, regarding the rights flowing from the aforesaid agreements to sell. The civil suit was filed at the instance of Jaswinder Singh for seeking declaration, on the basis of the agreements to sell, which ultimately was dismissed and the appeal filed, which was pending at the time of filing of the eviction petition, had also been dismissed. RSA No.1767-2016 was filed. However, relating to the same, suffice to consider that zimini order dated 13.05.2019 passed by this Court in the present revision petition, wherein, it was observed that the aforesaid RSA, arising out of the civil litigation, in respect of declaration and injunction has been dismissed vide judgment dated 15.11.2018.

May it be so. However, the question of ownership of the demised premises is to be adjudicated by the civil court and whatever may be the result of the pending litigation, qua the suit for declaration and injunction or of the specific performance, which is stated to be pending, the same as such, cannot be appraised in any manner, in the eviction proceedings. Be that as it may. Qua the agreements to sell allegedly executed by Kartar Singh, suffice to consider that even if the same were executed, the transaction of sale had not completed. At the maximum, it was the agreement to sell executed. The mere agreement to sell would not create any right or title, in favour of a prospective vendee. The onus to show that the agreement had been enforced by part performance, would always lie on such a vendee. In the instant case, the petitioner has failed to



establish the fact that payment of consideration was made, pursuant to the agreement to sell or that the possession of the property was delivered to him, in pursuance thereof.

Close perusal of the agreements executed by Kartar Singh reveals that there was no mention made with regard to the possession of the property. Agreements with Kartar Singh, do not make mention of the possession to be continued in part performance of the agreement. Undisputedly, the possession of the premises was already there with Jaswinder Singh, in the capacity of being tenant and it continued to be so.

Though, emphasis has also been laid upon the agreement to sell dated 05.06.1998 executed between Hardyal Kaur and Jaswinder Singh, wherein, the delivery of actual physical possession of the said industrial shed was mentioned, but however, this clause is ambiguous as the premises was already there with Jaswinder Singh, in the capacity of being tenant and there is no mention made about the possession having delivered, as in part performance of the proposed transaction of sale. In the given circumstances, learned Rent Controller as well as Appellate Authority correctly discarded about the possession, on the basis of the part performance.

Furthermore, it is submitted that learned Rent Controller had erroneously mentioned about the suit for specific performance of agreements to sell having been dismissed by discarding agreements, in question. However, seemingly in paragraph No.13, the mention of the suit for specific performance has erroneously been made. Even if, it was suit for declaration, it is quite obvious that therein also, the assertion of right on the



basis of the agreements to sell, having executed, was made by Jaswinder Singh and the same was dismissed and subsequent thereof also, no relief in his favour was granted by the superior Courts. Even, RSA had been ultimately dismissed.

In the given scenario, the possession, as such, continues in favour of petitioner, in the capacity of being tenant of demised premises in question. Very correctly, it has been observed by learned Rent Controller that there was relationship of landlord and tenant between the parties. Though, the rent was asserted as Rs.10,000/- per month, but it was observed that the same was not proved and in view of the same, the rent as admitted by the petitioner to be Rs.2600/- per month, was considered and since the payment of rent, as such, was not established, it was correctly held about Jaswinder Singh to be in arrears of rent @ Rs.2600/- per month for the period asserted.

So far as, ground of subletting is concerned, it is necessary to pin point that Jaswinder Singh has not disputed about letting out of the property in favour of Hazara Singh, though, he asserted to have done the same, in the capacity of being owner of the property, which as observed aforesaid, does not stand established. Since his possession was in the capacity of being tenant, therefore, further letting out of the property to Hazara Singh, obviously amounts to subletting.

Jaswinder Singh, when stepped into witness box as RW-1, while facing cross-examination has admitted a suggestion to be correct that he has further sublet the demised premises to Hazara Singh. Even, RW-2



Bahadur Singh also admitted about Jaswinder Singh to have let out the demised premises to Hazara Singh. The rent is also stated to be Rs.15,000/- per month. This is a clear cut admission. No explanation, as such, has come forth, on behalf of Jaswinder Singh that this admission was erroneously made or it was made under some mistaken impression. This admission has been correctly relied upon by learned Rent Controller as well as Appellate Authority, and correctly concluded about subletting to be there, without the consent of the landlord.

Furthermore, it is submitted that even if, for the sake of arguments, it is taken that tenant is in arrears of rent, then also, an amount of Rs.8 lakh was paid under the agreements to sell and the same, as such, can be considered as arrears of rent, having paid and therefore, adjustment of rent, can be made on the basis of the aforesaid amount having paid. However, this submission is not tenable. This amount certainly, if any paid, though, it is disputed, as such, cannot be adjusted against the alleged arrears of rent. Firstly, on account of assertion of ownership claimed by the tenant, vis-a-vis, property in question, on the basis of agreements to sell, the litigation was initiated. The suit for declaration and injunction was filed. The same was dismissed. The appeal filed was also dismissed and even the RSA No.1767-2016 was also dismissed. Relating to the same, even suit for specific performance has also been filed. In the given circumstances, the questioned amount of Rs.8 lakh, as such, in any manner, cannot be adjusted, towards arrears of rent.

In the light of the aforesaid observations, the grounds of tenant



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being in arrears of rent and ground of subletting, as such, stands sufficiently established and on the basis thereof, learned Rent Controller, correctly ordered the eviction of tenant-Jaswinder Singh and the eviction order has been rightly affirmed by learned Appellate Authority.

Consequently, the revision petition sans merit and the same is hereby dismissed.

August 20, 2025
Vgulati

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No