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

RSA-935-2024 (O&M)

Date of Decision : 04.08.2025

Dara Singh

... Appellant(s)

Versus

Shalinder Pal

... Respondent(s)

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. Sarju Puri, Advocate for the appellant.

ALKA SARIN, J. (Oral)

CM-9038-C-2025

1. This is an application for preponing the date of hearing in the main case from 01.12.2025 to an early date.

2. For the reasons stated in the application, the same is allowed. With the consent of the learned counsel for the applicant-appellant, the main case is taken on Board today itself.

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3. The present regular second appeal has been preferred by the defendant-appellant challenging the judgment and decree dated 09.08.2022 passed by the Trial Court and the judgment and decree dated 11.12.2023 passed by the First Appellate Court.

4. Brief facts relevant to the present *lis* are that the plaintiff-respondent herein filed a suit for mandatory injunction as well as for recovery of *mesne* profits on the ground that he is the owner and in actual possession of the suit property. It was averred in the plaint that the defendant-appellant

herein was inducted as a licensee by the plaintiff-respondent through his son Sunil vide license deed dated 06.08.2014 as described in the headnote of the plaint at rate of ₹1,800/- per month as compensation for the period of eleven months and the license period commenced from 10.08.2014. The defendant-appellant agreed to pay the electricity consumption charges. Even after the expiry of the period of license deed dated 06.08.2014, the defendant-appellant failed to stop the use and occupation of the property in dispute and filed a suit for injunction. However, the same was withdrawn by him on 07.11.2017 on the basis of a compromise dated 07.11.2017 in which he agreed to vacate the premises by 31.12.2019 and agreed to pay compensation @ ₹2,500/- per month. It was further averred that the license was already revoked and the defendant-appellant was requested to vacate the premises. However, he refused to do so. Hence, the present suit.

5. Upon notice, the defendant-appellant appeared and filed his written statement raising various preliminary objections qua maintainability and the suit being barred by the act and conduct of the plaintiff-respondent. On merits it was admitted that the plaintiff-respondent was the owner of the property. It was averred in the written statement that the license deed was forged and fabricated. It was the stand taken that the defendant-appellant is a tenant in the disputed shop since 2014 and that the signatures of the defendant-appellants were taken on blank papers for enhancement of the rent which were then converted into a license deed. It was further case set up in the written statement that when the plaintiff-respondent threatened to dispossess the defendant-appellant from the shop in question in 2017, he filed a suit for permanent injunction upon which he was assured that he would not be

dispossessed, thus, on the assurance, the suit was withdrawn. However, it was denied that he had agreed to vacate the shop in dispute.

6. Replication was filed reiterating the contents of the plaint and controverting those of the written statement. On the basis of the pleadings, the following issues were framed :

1. Whether the plaintiff is entitled to relief of mandatory injunction as prayed for ? OPP

1A. Whether the plaintiff is entitled to recovery of mesne profit @ 2500 per month as prayed for ? OPP (additional issue framed on 09.08.2022).

2. Whether the present suit is not maintainable in the present form ? OPD

3. Whether the plaintiff is barred by his act and conduct to file the present suit ? OPD

4. Whether the plaintiff has no locus standi to file the present suit ? OPD

5. Whether the plaintiff has no cause of action to file the present suit ? OPD

6. Relief.

7. The Trial Court vide judgment and decree dated 09.08.2022 decreed the suit of the plaintiff-respondent and directed the defendant-appellant to stop the use and occupation of the suit premises and to deliver vacant possession of the same to the plaintiff-respondent. The defendant-appellant was also directed to pay the *mesne* profits @ ₹2,500/- per month from the date of institution of the suit till actual final realization. Aggrieved

by the same, an appeal was preferred by the defendant-appellant before the First Appellate Court which appeal was also dismissed vide judgment and decree dated 11.12.2023. Hence, the present regular second appeal.

8. Learned counsel for the defendant-appellant would contend that the Courts have erred in decreeing the suit of the plaintiff-respondent. It is urged that the defendant-appellant was a tenant in the suit property and, therefore, the suit for mandatory injunction was not maintainable. It is further the contention of the learned counsel that Ex.P3 was not a license deed and that the defendant-appellant was actually in possession as a tenant.

9. I have heard the learned counsel for the defendant-appellant and perused the paper book.

10. In the present case both the Courts concurrently found that Ex.P3 was in the nature of a license deed which was executed on 06.08.2014 and the same also bore the signatures of the defendant-appellant. In his cross-examination, the defendant-appellant when confronted with Ex.P3 had identified his signatures at Point A and Point B. However, he took the stand that the signatures were taken on blank papers. The defendant-appellant failed to prove by leading any cogent evidence that the signatures were taken on a blank piece of paper. Once the signatures were admitted, the onus lay heavy on the defendant-appellant to prove that the same were taken on a blank piece of paper. Further still, a compromise was entered into between the parties on 07.11.2017 (Ex.P4) in which the defendant-appellant had undertaken to pay a monthly compensation amount of ₹2,500/- per month. The defendant-appellant admitted his signatures on the said compromise however, he again stated that the same were taken on blank papers with the help of Police

officials which were later converted into a compromise. Yet again the onus lay on the defendant-appellant to show that the signatures were taken on blank papers which the defendant-appellant woefully failed to prove by leading cogent evidence. No other evidence has been pointed out by the learned counsel for the defendant-appellant to even remotely suggest that Ex.P3 was not a license deed or that the compromise (Ex.P4) was not signed by the defendant-appellant.

11. In view of the above, no fault can be found with the judgments and decrees passed by both the Courts. No question of law, much less any substantial question of law, arises in the present case. The appeal being devoid of any merit is accordingly dismissed. Pending applications, if any, also stand disposed off.

04.08.2025
Yogesh Sharma

(ALKA SARIN)
JUDGE

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO