



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

(i) CR-1212-2022 (O&M)

Manjit Sandhu
...Petitioner

VERSUS

Rajan Grover and another
...Respondents

(ii) CR-1486-2023 (O&M)

Rajan Grover
...Petitioner

VERSUS

Manjit Sandhu
...Respondent

Date of Decision: February 17, 2025

CORAM: HON'BLE MRS. JUSTICE ARCHANA PURI

Present: Mr.Ashwani Chopra, Senior Advocate with
Mr.B.D.Sharma and Mr.Vidul Kapoor, Advocates
for the petitioner (in CR-1212-2022) and
for respondent (in CR-1486-2023).

Mr.Chanchal K. Singla, Ms.Kavita and
Mr.Lachhman Singh, Advocates
for the petitioner (in CR-1486-2023) and
for respondent No.1 (in CR-1212-2022).

Mr.Prateek Sodhi, Advocate
for respondent No.2 (in CR-1212-2022).

ARCHANA PURI, J.

These are two revision petitions bearing CR-1212-2022 and

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CR-1486-2023, taken up together, for the convenience of discussion, as the core facts, to be considered in these revision petitions, are by and large the same, relating to the property bearing No.19-A, Link Road, Jalandhar.

Firstly, let us take up **CR-1486-2023**.

Challenge in the said revision petition is to the orders dated 31.05.2019 and 10.07.2019 passed by learned Rent Controller and orders dated 10.07.2019 and 25.11.2021 passed by learned Appellate Authority, whereby, the orders of assessment of provisional rent, alteration of the same by the Appellate Authority and the consequential order of eviction passed by the Rent Controller, which further stood affirmed by the Appellate Authority, were passed

The essential facts to be noticed are as follows:-

That, Manjit Sandhu, being daughter of deceased Jaswant Singh Atwal, filed the ejectment petition, thereby seeking ejectment of Rajan Grover(tenant), from the property bearing No.19-A, Link Road, Jalandhar. It is asserted in the petition that Jaswant Singh Atwal was the owner of the property bearing No.19-A, Link Road, Jalandhar and during his lifetime, he had let out the demised premises to Rajan Grover, on a monthly rent of Rs.1,40,000/- and then, as per the lease deed, the rent kept on increasing, as per the detail, mentioned in the lease deed.

Initially, Rajan Grover paid rent to Jaswant Singh Atwal, who unfortunately, died on 07.07.2012. Thereafter, tenant-Rajan Grover started giving rent to four legal heirs of deceased Jaswant Singh Atwal, namely, Manjit Kaur Sandhu, Surinder Kaur, Harminder Singh Atwal and Kulwaran Singh Atwal. The wife of Jaswant Singh Atwal had since died. Rajan



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Grover had been paying 1/4th rent to Manjit Sandhu, to the tune of Rs.42,000/- per month, w.e.f. 01.04.2013 through cheques, after deducting the TDS and the net amount, regarding 1/4th share of monthly rent, which was paid, was to the tune of Rs.37,800/-. The entries regarding Rs.37,800/- are there in the account statement of Manjit Sandhu. Thereafter, Rajan Grover became irregular in paying the rent. The detail of the rent due, was stated in tabular form, in the ejectment petition, which is reproduced as herein given:-

	Received	Balance
Financial year 2013-14 Rs.42,000x12=Rs.5,04,000/-	4,53,600/-	50,400/-
Financial year 2014-15 Rs.44,100x12=Rs.5,29,200/-	NIL	5,29,000/-
Financial year 2015-16 Rs.46,305x12=Rs.5,55,660/-	NIL	5,55,660/-
Financial year 2016-17 Rs.48,620x12=Rs.5,83,440/-	NIL	5,83,440/-
Financial year 2017-18 Rs.51,051x9=Rs.4,59,459/-	NIL	4,59,459/-
		Total 21,78,159/-

In total, the rent due was Rs.21,78,159/-, which Rajan Grover is not paying, despite repeated request. Also, there is undertaking given by Rajan Grover qua commitment of payment of rent to Manjit Sandhu. Cheque bearing No.523816 dated 22.04.2017, for an amount of Rs.5 lakh, was issued by Rajan Grover, in favour of Manjit Sandhu, towards payment of rent. Hence, the present petition.

In pursuance of the notice issued, Rajan Grover (tenant) made appearance and filed reply. Even though, in the reply, the inception of tenancy, at the behest of Jaswant Singh Atwal, qua the demised premises, as such, is not disputed and the fact of death of Jaswant Singh Atwal, is also

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not disputed, but however, Rajan Grover denied Manjit Sandhu to be the owner or landlady, qua the property in question qua him. It was admitted that to avoid ejectment and as per the representations of LR of Jaswant Singh Atwal, rent used to be paid to all the legal heirs, initially. However, Manjit Sandhu apprised Rajan Grover that all the assets and liabilities of Jaswant Singh Atwal, have been divided, as per the family settlement between the LR of deceased Jaswant Singh Atwal and she herself admitted that she had been left with no right, title or interest, in the property in question, including her right to receive the rent. She had thus surrendered her ownership and consequential rights, in all the properties left behind by Jaswant Singh Atwal, except her claim as to 1/4th share in House No.155, Lajpat Nagar, Jalandhar. The said family settlement was duly admitted by Manjit Sandhu, by way of execution of an affidavit dated 10.07.2014. Further, it was admitted that initially, rent was paid to all the four legal heirs of Jaswant Singh Atwal. Manjit Sandhu procured certain cheques as security for further rent. However, on the basis of the relinquishment of the rights, by virtue of family settlement, which was acknowledged by way of an affidavit, the copy whereof, was handed over, even to Rajan Grover, the payment of rent to Manjit Sandhu, was stopped on bonafide belief and believing her said representation.

Furthermore, the undertaking and the commitment was alleged to be false and fabricated. The cheques for payment of rent were issued as security only in the year 2014. As such, a prayer was made for dismissal of the eviction petition.

However, learned Rent Controller, on 31.05.2019, after having

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heard counsel for the parties, for the assessment of provisional rent, held Rajan Grover to be tenant and thus, he (Rajan Grover) was directed to pay the total rent of Rs.21,78,159/- to Manjit Sandhu, w.e.f. financial year 2013-2014 to 2017-2018 and the case was further adjourned for 10.07.2019, for making payment of the rent.

Being aggrieved, Rajan Grover filed an appeal. After hearing on the application of Rajan Grover for the suspension of the execution/operation of the aforesaid order, learned Appellate Authority passed an order on 10.07.2019, the effective portion whereof, is reproduced, as herein given:-

“xxxx. it is ordered that the appellant shall comply the order passed by the Ld. Rent Controller and deposit the rent as stipulated. However, the amount so deposited by the appellant shall be kept in a FDR and would not be released to any of the parties till further specific orders in this behalf. It is also deemed expedient in the nature of the present circumstances as enumerated above that, notice to other Lrs, of Jaswant Singh Atwal be also issued as hearing them on the aspect of inheritance of Late Jaswant Singh Atwal would also be of utmost importance. Trial Record be called for 24.07.2019. Reply be also filed on the date fixed. Copy of this order be sent to the Learned Rent Controller.”

However, the aforesaid order was not complied with. Rather, an application was filed for review of the order dated 31.05.2019, which was dismissed. Thereupon, while relying upon ***Rakesh Wadhwan and other vs. M/s Jagdamba Industrial Corporation & others, AIR 2002 SC 204***, as Rajan Grover had failed to deposit the provisional rent, eviction order was passed against Rajan Grover and he was ordered to vacate the demised



premises, within a period of three months, from the date of order.

Feeling aggrieved, an appeal was filed and learned Appellate Authority, thereby affirmed the order of eviction on 25.11.2021.

Still not satisfied, the revision petition was filed before this Court.

Learned counsel for the parties heard.

At the very outset, learned counsel for petitioner-Rajan Grover assiduously submitted that the orders aforesaid were passed by the authorities below, in total disregard to the settled proposition of law, to the effect that **‘once the relationship of landlord and tenant between the parties is denied, then no assessment of provisional rent, can be made by the Rent Controller’**. He also submitted that the provisional rent, can only be assessed once the relationship of landlord and tenant, between the parties, is admitted and there is some dispute about the rate of rent. Here, such is not the position, in the case in hand.

It was further contended that even though, after the death of Jaswant Singh Atwal, rent was being paid, but however, after execution of the **affidavit** by Manjit Sandhu, about relinquishment of her right in the properties of Jaswant Singh Atwal and having apprised about herself to be not having any right, title or interest, in the demised property, she has no right to seek ejectment, on the ground of arrears of rent. In the light of the same, learned counsel had contended that the Rent Controller erroneously proceeded further for assessment of the rent and directed Rajan Grover to make the payment of the same. Even, learned Appellate Authority erroneously ordered that the appellant i.e. Rajan Grover, shall comply the

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order passed by the Rent Controller and deposit the rent, as stipulated and further that the amount, so deposited by him, shall be kept in FDR and would not be released to any of the parties, till further specific orders in this behalf.

Furthermore, learned counsel contended that during the pendency of the appeal, eviction order was wrongly passed and the consequential appeal, qua the same, was also dismissed. To assert about the Rent Controller to be under no obligation to pass an order of assessment of rent, where there is denial of relationship of landlord and tenant, learned counsel for Rajan Grover, has relied upon '*Hukma Devi vs. Bhagwan Dass, 2003(1) RCR 533, M/s Gawritex Industries Limited, Panchkula vs. Sqn. Ldr. Gurdial Singh (Retd.) & others, 2009(2) RCR 213, Narinder Singh vs. Sarabjit Singh, 2006(2) RCR 226 and Devinder Singh Puri vs. B.N.Rampal, 2004(2) RCR 216*. Further, it is submitted that even learned Appellate Authority fell in error, while affirming the order passed by the Rent Controller.

To substantiate the plea about the order of provisional rent to be open to challenge, even though eviction order was passed subsequently, learned counsel for Rajan Grover has relied upon *Harjit Singh Uppal vs. Anup Bansal, 2011(3) RCR (Civil) 247*, wherein, it was observed, as herein given:-

“33. It is true that an order of eviction follows as a matter of course if there is non-compliance of the order determining the provisional rent but when tenant challenges the order of eviction and therein also challenges the order of fixation of provisional rent-the order of eviction, in its nature, being dependant on the correctness of the order fixing the provisional



rent and there being no indication to the contrary in Section 15(1)(b)- it must be open to the Appellate Authority to go into correctness of such provisional order when put in issue.”

Learned counsel further submitted that the validity of affidavit of Manjit Sandhu and also the writing dated 24.07.2013, allegedly made by Rajan Grover, relied upon by Manjit Sandhu and the fact of family settlement, having fructified as well as rights flowing from the same, ought to be established, in further enquiry, by leading evidence. In these circumstances, order of provisional rent and eviction order, ought not to have been passed by the authorities concerned.

Thus, summing up, learned counsel for petitioner-Rajan Grover made a prayer for setting aside of orders passed by learned Rent Controller and learned Appellate Authority.

On the other hand, learned counsel for the respondent-Manjit Sandhu, resisted the claim of Rajan Grover. Learned counsel submitted that Rajan Grover does not dispute about the inception of tenancy, at the behest of Jaswant Singh Atwal, on the basis of the lease deed dated 05.03.2010 and also, even after his death. Furthermore, it is an admitted fact that after the death of Jaswant Singh Atwal, Rajan Grover continued to pay rent to all the four legal heirs of Jaswant Singh Atwal, which also included Manjit Sandhu, for some period of time. That being so, it is submitted that there does exist relationship of landlord and tenant, between the parties.

Once, it is so evident, the plea of relinquishment of right, on the basis of the family settlement, as allegedly reflected in the affidavit of Manjit Sandhu, could not be raised, to deny the relationship. In fact, it is submitted that the affidavit is of year 2014. However, the family settlement did not

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fructify and even, Kulwaran Singh Atwal, brother of Manjit Sandhu, had executed an affidavit to this effect, which is coming on record. Further, it is also contended that tenant cannot dispute or challenge the family settlement, being given effect or not, amongst the siblings. Otherwise also, after the execution of affidavit, Rajan Grover continued to pay rent. Even, he admitted the liability and commitment to pay vide writing executed on 24.03.2017 (Annexure R-2). He admitted the liability, in the capacity of being tenant and committed to pay outstanding rent for the year 2012-14, upto 31.03.2017 of Rs.3,66,120/-, for the half outstanding rent against 19-A, Link Road property, rented to him and payable to Manjit Sandhu, as well as Surinder Kaur, being legal heirs of Jaswant Singh Atwal. Therein, he had also made commitment to pay amount in four equal installments. Besides the same, Rajan Grover also issued cheque for an amount of Rs.5 lakh, in favour of Manjit Sandhu on 22.04.2017, which also related to payment of rent.

Thus, taking into consideration the circumstances, so spelt, the Rent Controller and Appellate Authority had rightly passed the impugned orders.

After hearing learned counsel for the parties and on perusal of the record, this Court is of the considered view that the impugned orders do not warrant interference, as the facts, spelt out, do speak for themselves and the malafide intention, on the part of Rajan Grover is writ large. He, in order to avoid the liability to pay the huge amount of arrears of rent and to remain in possession of the property, without payment of future rent, has taken false plea of there being no relationship of landlord and tenant, between the parties.



Indisputably, Jaswant Singh Atwal was the owner of the property bearing No.19-A, Link Road, Jalandhar. Also, it is not disputed that there was inception of tenancy between Jaswant Singh Atwal and Rajan Gover and lease deed dated 05.03.2010 was executed between them, for a period of nine years, w.e.f. 01.05.2010 to 30.04.2019. Also, the fact of death of Jaswant Singh Atwal is not disputed. However, in reply filed by Rajan Grover, he clearly admitted that for some period of time, he had paid rent to all the four legal heirs of Jaswant Singh Atwal. Though, much emphasis has been laid upon the affidavit executed by Manjit Sandhu, in pursuance of the family settlement, between the legal heirs of Jaswant Singh Atwal, but however, the family settlement did not fructify, as per the claim of Manjit Sandhu.

Even, Kulwaran Singh Atwal, brother of Manjit Sandhu had executed an affidavit, wherein, besides stating about the legal heirs of Jaswant Singh Atwal, who inherited the property bearing No.19-A, Link Road, Jalandhar, in equal share, he also stated in the affidavit that he had been receiving rent (very irregularly) from Rajan Grover to the extent of 1/4th share. He also stated that Manjit Sandhu had also been receiving rent to the extent of 1/4th share from Rajan Grover, through cheque upto 31.03.2014. The affidavit attested on 25.07.2017 was never acted upon, as per the family arrangement. Also, it is stated in the affidavit that after this day, Rajan Grover had never paid rent to the extent of 1/4th share of Manjit Sandhu to him and he is also not paying rent to Manjit Sandhu, despite her entitlement. Kulwaran Singh Atwal had also categorically stated in the affidavit that Rajan Grover had also not paid rent to him, qua the share of his sister Manjit Sandhu.



That being so, Rajan Grover, who is tenant, as such, cannot avoid payment of rent and enjoy the property, more particularly, when after the death of Jaswant Singh Atwal, he himself admitted of making the payment of rent, which finds reflection in the statement of account of Manjit Sandhu. Even, he had executed a writing dated 24.07.2013 (Annexure R-2), thereby, making commitment to pay the rent of the demised premises to the extent of 50% to Manjit Sandhu and Surinder Kaur, being daughters of Jaswant Singh Atwal. He also issued a cheque of the amount of Rs.5 lakh, in the year 2017. Though, it is claimed that it was a security cheque, but what liability he had towards Manjit Sandhu, the same, as such, is not stated and thus, it is evident that it was with regard to the payment of rent.

Assuming for the sake of arguments, about family settlement reached between Manjit Sandhu and other siblings, a query was put by the Court, during the course of arguments, about rent paid by Rajan Grover to Kulwaran Singh Atwal, in whose favour, there was alleged relinquishment of right/interest, in the demised premises by Manjit Sandhu. However, learned counsel for petitioner-Rajan Grover, after verification from Rajan Grover submitted that rent was paid to Kulwaran Singh Atwal, only to the extent of 1/4th share and that too, he paid only upto the year 2019 and that there is another ejectment petition, filed by Kulwaran Singh Atwal against him. On further query by the Court, as to whether Rajan Grover is ready to deposit the rent, in the Court, which would be disbursed, as per the entitlement (if any), worked upon by the Court, there was point blank 'NO' for the deposit of the rent.

This clearly speaks about the malafide intention and the



camouflage attempted to be created, only for the purposes of enjoying the demised premises, without payment of rent.

Not only this, it is further significant to note that during the pendency of the revision petition, on the basis of the application filed for assessment of the mesne profits, vide order dated 05.07.2024, this Court while making assessment of mesne profits, gave further opportunity for making payment of the outstanding amount, within a period of two months, from the date of order i.e. 05.07.2024. Furthermore, to vouchsafe the interest of the tenant also, this Court further ordered that the deposit (if any made), be invested in the shape of FDR and the same shall be released to either of the parties, in pursuance of the decision of this revision petition. Furthermore, it was observed that, if the right of Manjit Sandhu is upheld, she will be entitled to the amount, proportionate to her share (if any). However, this order was also not complied.

Aggrieved by the aforesaid order, Rajan Grover filed **SLP** before the Hon'ble Supreme Court, which was dismissed vide order dated **25.11.2024**. Only thereafter, the revision petition came to be heard.

To establish the bonafide intention to pay the rent and to secure his interest, of the apprehension of raising of the demand for payment of rent, by any other siblings of Manjit Sandhu, Rajan Grover could have very well paid the rent, in consonance with the order dated 05.07.2024 and his interest, was to remain secured, till the decision of the revision petition. However, he did not do so. This conduct strengthens the impression of malafide intention, being there, to avoid payment of rent and enjoy the property by, hook or crook.



However, the requisite documents and the manner of making payment of rent, even after the death of Jaswant Singh Atwal to all the four legal heirs and himself making writing about commitment to pay the rent, after the execution of affidavit of Manjit Sandhu, the plea of denial of relationship of landlord and tenant, is only raised to hoodwink the Courts and gain time to ward off the eviction.

Considering the same, the impugned orders warrant to no interference. Hence, the revision petition i.e. **CR-1486-2023** sans merit and is hereby **dismissed**.

Now, coming to the second revision petition i.e. **CR-1212-2022** filed by petitioner-Manjit Sandhu, which also relates to the same tenanted premises.

During the pendency of the execution petition filed by Manjit Sandhu to seek possession of the demised premises, in pursuance of the eviction orders, as detailed in the earlier portion of the judgment, when the case was at the stage of issuance of warrant of possession, while seeking police help, Narinder Kumar Grover, father of Rajan Grover, filed third party objections on 18.11.2020. In the objection petition, it was asserted that objector Narinder Kumar Grover, being partner of M/s Eblon and Company, is in settled possession of portion (shown in red colour, in the site plan annexed with the objections), since 16.04.2013. The said firm was carrying on the business in the said property. The firm has been registered under the Indian Partnership Act and the principal place of business is situated at 19-A, Link Road, Jalandhar. The firm M/s Eblon and company is in settled possession of the premises, without interruption and interference from



anybody.

Also, it was asserted that some persons came to the said property in possession of the partnership firm and had proclaimed that they will get the premises vacated from the objector, as they have got some orders from the Court. On further enquiry, it was revealed that Manjit Sandhu had filed the ejectment petition against Rajan Grover, but neither the objector nor the firm M/s Eblon & Company, has been impleaded as party. Since, the said company and objector are in possession of the property in their own right, if they be dispossessed from the premises, without giving an opportunity of being heard, then, he shall suffer irreparable loss.

Reply was filed, while disputing the maintainability of the objections in the present form and that the objections have been filed, only to delay the proceedings. The objector Narinder Kumar Grover is father of JD-Rajan Grover and they, in connivance with each other are misleading the Court, just to delay the proceedings of the demised premises. The execution cannot be hold or adjourned, where the judgment debtor has failed to tender the rent, as assessed by the Rent Controller. Also, it was averred that it was never the case of the JD, during entire trial as well as in the execution proceedings that part of the demised premises, was in possession of the objector. The partnership deed dated 16.04.2013 is forged and fabricated. The said firm never carried out any business. The JD is in possession of entire demised premises. Even, in the civil suit filed by the JD, which was pending before the Court, it is nowhere mentioned about any business, being conducted by Narinder Kumar Grover or M/s Eblon and company, in the portion of the demised premises.



After hearing learned counsel for the parties, learned Executing Court, had accepted the third party objections filed by Narinder Kumar Grover and framed following issues:-

- “1. *Whether objector Narinder Kumar Grover is running his business under the firm namely M/s Eblon and Company with JD Rajan Grover for running his dental lab in the demised premises? OP(objector).*
2. *Whether the objector Narinder Kumar Grover is in possession of the suit property along with Rajan Grover? OP(objector).*
3. *Whether the present objections is not maintainable in the present form?OP(DH).*
4. *Whether the present objections has been filed just to delay the proceedings?OP(DH).*
5. *Whether the objector in connivance with the JD is misleading the court in order to delay the possession of the demised premises? OP(DH).*
6. *Whether the story putforth by the objector Narinder Kumar Grover is unbelievable?OP(DH).*
7. *Whether the conduct of the JD would effect the right, title and interest of the objector Narinder Kumar Grover? OP(DH).*
8. *Whether present objections are entitled to be dismissed by imposing exemplary costs to the objector?OP(DH).*
9. *Relief.*

Being aggrieved, Manjit Sandhu had filed the revision petition in hand.

Learned counsel for the parties heard.

It was assiduously submitted by learned counsel for the petitioner-Manjit Sandhu that after having obtained affirmatory orders of



eviction, when the execution was at the stage of attaining finality, subsequently, third party objections were filed by Narinder Kumar Grover, who is father of Rajan Grover, solely with the malafide intention to delay the execution of the eviction orders and to harass, humiliate and frustrate Manjit Sandhu.

Learned counsel also reiterated the claim, as put forth by Rajan Grover, vis-a-vis, admitted tenancy by virtue of lease deed dated 05.03.2010, which was executed during the lifetime of Jaswant Singh Atwal, who indisputably, was the owner of the property in question. Further, also learned counsel submitted that subsequently, when there was entanglement of the rights to receive the rent with the legal heirs, then also, no such question of portion of the property, being in possession of Narinder Kumar Grover was ever disclosed.

On the contrary, learned counsel for the objector submitted that question with regard to the rights and interest of Narinder Kumar Grover, over the portion of the demised premises, on the basis of the partnership deed dated 16.04.2013 and he, being in possession, can only be adjudicated by the Executing Court and not by way of filing of the separate suit and therefore, learned Executing Court had appropriately framed the issues and provided an opportunity to the parties to lead evidence.

No doubt, during the pendency of the execution petition, if the third party objections are raised, issues may be framed to adjudicate the question of rights and interest in the property in question, but the same is not a thumb rule. Various circumstances, spelt out, which speaks about lies, not only of the tenant, but also of the objector, more particularly, when they are



father-son duo, ought to be taken into consideration. If their act and conduct do amply establish about the hollowness of the objections, so filed, the Executing Court is at freedom to adjudicate upon the objections, even without framing of the issues.

The case in hand, is the apt example of the saying ‘**Men may tell lies, but circumstances do not**’.

Indisputably, Rajan Grover-JD is the son of Narinder Kumar Grover-objector, as already observed in the earlier portion of the judgment, who took the premises on rent vide lease deed dated 05.03.2010 and has hoodwink the process of law, with the purpose to enjoy the property, without payment of rent. Further, he is playing the tactics to prolong the process of vacating the property and not paying the rent. Even, in the execution, it was so done.

Now, coming to the rights of Narinder Kumar Grover. Firstly, considering the lease deed dated 05.03.2010, it is pertinent to mention that it was executed qua property bearing No.19-A, Link Road, Jalandhar and it was only between Jaswant Singh Atwal and Rajan Grover, son of Narinder Kumar Grover, as lessee. Nowhere, there is mention of Narinder Kumar Grover to be party, in any manner to this lease deed. Not only this, even, this lease deed contains the clause 8, which is reproduced, as herein given:-

“8. *That the lessee shall not sub-let, assign, not transfer the leased premises or any portion thereof to any one else accept with prior written consent of the Lessor.*”

No doubt, partnership deed is a registered document, but may it be so. The sole fact of registration, do not make it, to have been executed in a genuine manner. It was executed in the year 2013, i.e. during the



pendency of the lease deed dated 05.03.2010. Perusal of the lease deed dated 05.03.2010 reveals that it was executed between Jaswant Singh Atwal and Rajan Grover solely. Nowhere, in the aforesaid partnership deed, firm or Narinder Kumar Grover, came in picture. Even, clause 8 of the lease deed, which has been reproduced aforesaid, debar the lessee from further sub-letting or assigning, the leased premises or any portion thereof, to anyone, except with the prior written consent of the Lessor.

Thus, the partnership deed has been definitely executed, in defiance of the terms of the lease deed. As per the partnership deed, the profit and loss was to the extent of 80% of Rajan Grover and 20% of Narinder Kumar Grover. Though, JD and objector, are father and son duo, but even then, the execution of this partnership deed was not mentioned, at any earlier stage, till the filing of third party objections. There is prolonged litigation qua the tenanted premises, between the heirs of Jaswant Singh Atwal and Rajan Grover, the admitted tenant, on the basis of the lease deed dated 05.03.2010. This litigation is pending since 2017. Not at any stage, in the written statement, at first instance or during the course of trial and relating to the same, even at the appellate stage or at the revisional stage of the contest, Rajan Grover, stated about any partnership firm, in the name and style of M/s Eblon and company, with his father and the said company being in possession of the part of portion of the demised premises.

Hence, the long silence maintained throughout, itself reflect that this partnership deed was executed, only to create a camouflage and counter the claims arising thereafter and on reaching the final stage of the execution, this partnership deed was put-forth. That being so, the purpose of keeping



the partnership deed in closed wraps, is evident, more particularly, in the light of shrewd conduct of Rajan Grover, as observed aforesaid. This partnership deed, seemingly was created to use as a weapon, in defiance, to counter/delay the fight for rights of tenancy, anticipated after the death of Jaswant Singh Atwal. That being so, there was no necessity to frame issues, which would frustrate the purpose of filing of the execution petition, as the hollowness of the objection petition, more particularly, considering the relationship of JD and objector, is evident.

Consequently, the revision petition i.e. **CR-1212-2022** is hereby **allowed** and the impugned order dated 04.03.2022 is set aside and third party objections are hereby dismissed.

February 17, 2025
Vgulati

(ARCHANA PURI)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes
Yes/No