



RSA-1317-1995 (O&M) -1-

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

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RSA-1317-1995 (O&M)
Date of decision :12.11.2025

CHUNIAN PURSHARTHI COOP. MULTIPURPOSE SOCIETY LTD.

... APPELLANT

VERSUS

MOHINDER SINGH AND OTHERS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Adarsh Jain, Senior Advocate with
Mr. Amandeep Kaur, Advocate
for the appellant.

Mr. C.L. Sharma, Advocate
for respondent No. 1.

PARMOD GOYAL, J.

1. The plaintiff-appellant is aggrieved by the judgment and decree dated 26.11.1994 passed by the Court of the Sub Judge, IInd Class, Kurukshetra whereby the suit for possession by way of pre-emption filed by plaintiff- appellant through its manager, was dismissed. The plaintiff-appellant is also aggrieved by the judgment and decree dated 14.01.1995 vide which first appeal preferred by the plaintiff-appellant was also dismissed by the court of Additional District Judge, Kurukshetra - First Appellate Court.

2. The case of the plaintiff-appellant was that defendant Nos. 2(a) to 2(e), being owners of land measuring 12 kanals comprised in Khewat No. 1 (min), Khatoni No. 1 (min), Khasra No. 530 (4-0) Khatoni No. 4 (min), Khasra No. 535 (8-0) situated in Village Bazidpur (hereinafter referred to as 'suit land'), sold the said land to defendant No. 1 for a sale consideration of ₹68,000/- vide sale deed



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emption claiming that the society was tenant over 8 kanals of the land and, as such, society had a preferential right of pre-emption. On this basis, plaintiff-appellant had sought decree of pre-emption and possession of the suit land.

3. The learned Court of first instance, after considering the pleadings and the evidence led by the plaintiff-appellant, concluded that the plaintiff-appellant had failed to prove its status as a tenant. The Court held that no payment of rent had been proved. It was further observed that in earlier litigation between the plaintiff-appellant/society and the owners, the plaintiff-appellant/society had not been held to be a tenant because plaintiff-appellant had failed to pay the annual lease money to the defendants-respondents after the expiry of the lease deed. Therefore, the relationship of landlord and tenant ceased to exist between the plaintiff-appellant and the defendants-respondents. Likewise, in another case, the tenancy claimed by the plaintiff-appellant against the defendants-respondents had been negated and the plaintiff-appellant had been denied compensation for acquired land on the ground that plaintiff-appellant/society was not a tenant.

4. On consideration, I find that the learned Courts below have rightly held that for determining the existence of tenancy, mere entries in the column of cultivation are not sufficient. Both the column of cultivation and the column of rent are required to be considered to ascertain whether a relationship of landlord and tenant exists between the parties. The Courts observed that in the *Jamabandis* (Ex. P-3 and Ex. P-7) and in the *khasra girdawaris* (Ex. P-4 and Ex. P-9), the column of rent was shown to be blank. Further, it was held that the plaintiff-appellant had failed to prove payment of rent. Accordingly, the Court concluded that the plaintiff-appellant had failed to establish its tenancy over the suit land, and consequently, the suit as well first appeal were dismissed.

5. Learned counsel for the plaintiff-appellant argued that merely



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because the plaintiff-appellant had failed to prove payment of rent, it was not sufficient to hold that it was not a tenant. There is no dispute regarding the legal proposition advanced on behalf of the plaintiff-appellant that actual payment of rent is not essential for the existence of tenancy. However, a person claiming tenancy must be liable to pay rent for the land and, therefore, the existence of an agreement to pay rent is a pre-requisite for establishing the relationship of landlord and tenant.

6. The witness examined by the plaintiff-appellant i.e. PW-1-Gurnam Singh, Manager of the society, admitted that the lease period which was originally granted expired in 1964 and was never extended thereafter. He also admitted that no rent had been paid after the expiry of the lease period. The subsequent *Jamabandi* (Ex. P-3) also shows the column of rent to be blank. These facts clearly indicate that after the expiry and non-extension of the lease, the status of the plaintiff-appellant was merely that of a trespasser. In the absence of any agreement to pay rent after the expiry of the lease period and fact that no rent was actually paid, no tenancy in favour of the plaintiff-appellant can be inferred.

7. The courts below have rightly relied upon the previous judgments Ex. D-2 to Ex. D-4 against the plaintiff-appellant relating to a different parcel of lands which were also on lease along with suit land with consolidated lease rent while recording its findings. Suit land and land under Ex. D-2 to Ex. D-4 both were under same lease agreement. Therefore, the conclusion drawn by the Courts below that the plaintiff-appellant failed to prove the existence of tenancy over the suit property and consequently cannot claim the right of pre-emption, does not call for interference in Regular Second Appeal.

8. Findings recorded are pure findings of fact based on appreciation of evidence and since no substantial question of law arises, this Court cannot



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interfere with the concurrent findings by courts below unless it is shown to be perverse. No such conclusion is possible in present case. Accordingly, the present appeal is dismissed.

9. Pending miscellaneous application(s), if any, shall also stand disposed of.

12.11.2025
Manoj/shivani

(PARMOD GOYAL)
JUDGE

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No