



RSA-290-1997 (O&M)

-1-

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

205(2)

RSA-290-1997 (O&M)
Date of decision :12.11.2025

CHUNIAN PURSHARTHI COOP. MULTIPURPOSE SOCIETY LTD.

... APPELLANT

VERSUS

BALBIR SINGH

...RESPONDENT

CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

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

Mr. Saurabh Garg, Advocate for
Mr. Piyush Aggarwal, Advocate
for the respondent.

PARMOD GOYAL, J. (ORAL)

1. The plaintiff-appellant vide the present regular second appeal is challenging the judgment and decree dated 05.12.1996 passed by the First Appellate Court whereby the appeal filed by the defendant-respondent was allowed and judgment and decree passed by the Court of first instance dated 31.05.1996 decreeing the suit for possession by way of pre-emption has been reversed.

2. Brief facts relevant to the present *lis* are that respondent-defendant Nos. 2(a) to 2(e), being owners of land measuring 13 kanals 2 Marlas comprised in Khewat No. 1 (min), Khatoni No. 4 (min), Khasra No. 538 (5-2), Khatoni No. 21 (min), Khasra No. 453 (8-0) situated in Village Bazidpur (hereinafter referred to as "suit land") sold the said land to defendant No. 1 for a total sale consideration

of ₹ 74,000/- vide sale deed dated 09.05.1992. The appellant-Society filed a suit



RSA-290-1997 (O&M) -2-

for possession by way of pre-emption claiming that the appellant-society was tenant over 5 kanals 2 Marlas comprised in Khewat No. 1 (min.), khatauni No. 4 (min.), khasra No. 538, out of the land sold by the vendor to the defendants/respondents and, as such, had a preferential right of pre-emption. On this basis, the plaintiff-appellant filed a suit for possession by way of pre-emption of the suit land.

3. The learned first appellate court, after considering the pleadings and the evidence led by the plaintiff-appellant, concluded that there was a failure to prove the tenancy on the part of the plaintiff-appellant. 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 was not held to be tenant because society had failed to pay the annual lease money to the owners after the expiry of the lease deed. Therefore, the relationship of landlord and tenant had ceased to exist between the plaintiff-appellant and the owners. Likewise, in another case, the tenancy claimed by the plaintiff-appellant against the owners had been negated and the plaintiff-appellant had been denied compensation for acquired land on the ground that no tenancy existed.

4. The learned First Appellate Court 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 Court observed that in the Jamabandis (Ex. P-3 and Ex. P-4) and in the *khasra girdawaris* (Ex. P-6 and Ex. P-7), the column of rent was shown to be blank. It further held that the plaintiff-appellant had failed to prove payment of rent. Accordingly, the Court concluded that the plaintiff-appellant had



RSA-290-1997 (O&M) -3-

failed to establish its tenancy over the suit land and, thus, having no superior right of pre-emption. Consequently, the appeal of the defendant-respondents was allowed.

5. Learned counsel for the plaintiff-appellant argued that merely because the plaintiff-appellant failed to prove the payment of rent, it was not a sufficient ground to hold that the plaintiff-appellant 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 plaintiff-appellant/society, admitted that the lease period which had originally been granted, expired in 1964 and was never extended thereafter. He also admitted that no rent had been paid after the expiry of the lease. 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, no tenancy in favour of the plaintiff-appellant can be inferred.

7. The first appellate court has 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

First Appellate Court that the plaintiff-appellant failed to prove the existence of



RSA-290-1997 (O&M) -4-

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 interfere with the findings first appellate court 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