

2025.PHHC.167971



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

RSA-2076-2025 (O&M)

Date of Decision: 27.11.2025

Ram Niwas and another

...Appellants

Versus

Daya Rani and others

...Respondents

CORAM : HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Harmanpreet Kaur (Simmi), Advocate,
for the appellants.

VIKRAM AGGARWAL, J.

CM-7215-C-2025

This is an application under Section 151 of the Code of Civil Procedure for placing on record the documents Annexures A.3 to A.7.

Heard.

For the reasons mentioned in the application, the same is allowed and the documents Annexure A-3 to A-7 are taken on record.

RSA-2076-2025

This is defendants' appeal against the judgment and decree dated 07.05.2025 passed by the Court of Additional District Judge, Ambala, dismissing the appeal against the judgment and decree dated 18.08.2021 passed by the Court of Additional Civil Judge (Senior Division), Naraingarh, whereby the suit of the plaintiffs for possession and permanent injunction, was decreed.

2. For the sake of convenience and clarity, parties shall be referred to as per their original status.

3. The plaintiffs filed a suit for possession and permanent injunction in respect of the suit property comprising two rooms, verandah and a kitchen, situated at village Karasan, Tehsil Naraingarh, District Ambala (fully described in the plaint), contending therein that the suit property was originally owned by one Puran Chand. Said Puran Chand was survived by one son (Raj Kumar) and three daughters (Raj Kumari, Satya Devi and Tara Devi). After the death of said Puran Chand, the suit property was inherited by his children. Raj Kumar son of Puran Chand, was employed in PWD, Government of Punjab and used to reside at Patiala. It was further claimed that the plaintiffs and the proforma defendants used to visit their native village and reside in the suit property. In the last week of July, 2013, defendants No.1 and 2, taking advantage of the absence of the plaintiffs and proforma defendants broke the lock and entered the suit property. They demolished the roof of the house and verandah of the suit property and had also set on fire the household articles of the plaintiffs. It was further pleaded that the defendants had claimed that they had encroached upon the suit property illegally and would raise construction after demolishing the old construction. Defendant No.1 and one Garib Dass agreed to purchase the suit property vide agreement dated 13.06.1992 but failed to get the sale deed executed in their favour. It was further claimed that the suit property owned by the plaintiffs, had been illegally occupied by the defendants.

4. The suit was contested by the defendants. In the written statement filed by defendants No.1 and 2, preliminary objections regarding maintainability, concealment of facts, non-joinder of parties, limitation etc., were taken. It was further asserted that the plaintiffs had failed to honour agreement dated 13.06.1992, executed by Raj Kumar after having received an amount of Rs.40,000/- from defendant No.1 and Garib Dass as sale consideration. It was further pleaded that the plaintiffs were not the residents of Village Karasan. The suit property was *Kacha Khola* purchased by defendants No.1 and 2 from the said Raj Kumar, pursuant where to they had been put into possession thereof. It was also stated that the suit property was situated in *Abadi Deh* and, therefore, the sale deed could not be executed.

5. Proforma defendants No.3, 4 and 7 had filed their separate written statement admitting the contents of the plaint. As no written statement was filed on behalf of defendants No.5 and 6, their defence was struck off vide order dated 03.07.2015.

6. From the pleadings of the parties, the following issues were framed:-

“1. Whether the plaintiffs are entitled to decree for possession of house/premises bounded in the North; by Gali 27; South: house of Tirloka Ram, side 27’ East: Gali Side 51’. West: House of Raunki Ram side 51’ situated within the abadi deh (Lal Lakeer) of as marked by letters ABCD in colour red in the site plan, detailed & described in head note of plaint as prayed for? OPP

2. Whether the plaintiffs are entitled to the relief of permanent injunction restraining the defendants No.1 and 2 from demolishing the house/premises in question and from making any sort of construction/alienating/mortgaging or creating any sort of charge over the house in question as prayed for? OPP
3. Whether the suit of the plaintiffs is not maintainable in its present form? OPD
4. Whether plaintiffs have no *locus standi* to file the present suit? OPD
5. Whether suit is barred by time? OPD
6. Whether proper court fee has not been affixed on plaint? OPD
7. Whether plaintiffs have no cause of action? OPD
8. Relief.”

7. Parties led their respective evidence.

8. The trial Court decreed the suit vide judgment and decree dated 18.08.2021. The appeal filed by the defendants was dismissed vide judgment and decree dated 07.05.2025 passed by the first Appellate Court.

9. I have heard learned counsel for the appellants and have also perused the record.

10. Learned counsel for the appellants submits that the plaintiffs had specifically pleaded in their plaint that when they visited their Village Karasan, they found that defendants No.1 and 2 had demolished the house illegally, but no date was given as to when the suit property was demolished. It is further argued that in their testimony, PW-2 Balkar and PW-3 Daya Rani deposed that the

appellants had been in possession of the suit property since 1993 and that appellant No.1 had taken the electricity connection in respect of the suit property in 1997. It is, thus, argued that the said fact had clearly proved the factum of possession of the appellants over the suit property, but the said aspect had wrongly been discarded by both Courts. It is also argued that as per the testimony of DW3-Narender Kumar (relative of plaintiff No.1), Raj Kumar had handed over the possession of the house in question to appellant No.1-Ram Niwas in his presence and in the presence of aforesaid Garib Dass on 15.01.1993, after having received the full and final payment. The said witness had also admitted that appellant No.1 took the electricity connection over the suit property in his name. It is, thus, argued that on the basis of evidence on record, it stood proved that the appellant-defendants had been residing in the suit property since 1993.

11. Learned counsel further argues that Raj Kumar had expired in 2004 and no suit was filed by the plaintiffs during his life time and rather, it was filed only in 2017. It is further argued that non-filing of the suit during the life time of aforesaid Raj Kumar coupled with the evidence on record, clearly establishes on record that the appellants had purchased the suit property after paying the entire sale consideration to aforesaid Raj Kumar. It is also argued that the defendants had been in possession over the suit property since 1993 and till 2004, when the aforesaid Raj Kumar had expired, neither any complaint was filed regarding the forcible possession of the property having been taken by the defendants nor any suit had been filed.

Lastly, it is, argued that the plaintiffs had concocted a false story that

possession of the property was forcibly taken in 2013 and hence, the findings recorded by both Courts being perverse, are liable to be set aside by this Court.

12. I have considered the submissions made by learned counsel for the appellants, but find the same to be devoid of any merit.

13. Both Courts found that the appellant-defendants failed to lead any evidence on record to prove that they had been in possession of the suit property in 1993. It was further found that the defendants had claimed that they came into possession of the suit property on the basis of agreement to sell dated 13.06.1992, but no such agreement was brought on record. The version of the defendants regarding the payment of Rs.36,000/- to said Raj Kumar in respect of the sale of the suit property was discarded for the reason that no receipt in this regard was produced and mere oral testimony of DW3-Narender Kumar was not sufficient to prove the said fact. It was further found that the reliance of the defendants upon electricity bill to prove the factum of their possession over the suit property since 1993, was also not tenable as no record from the electricity department could be produced before the Court. It was also found that mere existence of electricity connection in the suit property did not mean that the electricity bills produced by the defendants pertained to the connection installed in suit property. It was also found that agreement to sell dated 13.06.1992 did not result into execution of any sale deed and that mere execution of said agreement did not confer any right or title upon the defendants regarding the suit property.

14. Both Courts, therefore, recorded the concurrent findings of facts on the basis of evidence led by the parties. It could not be shown that the such findings suffer from any patent illegality which may warrant interference by this Court, in the present Regular Second Appeal. Still further it could not be shown that any evidence has been misread or not taken into consideration.

15. In view of the aforementioned facts and circumstances, I do not find any merit in the present appeal and the same is accordingly dismissed.

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

(VIKRAM AGGARWAL)
JUDGE

27.11.2025
ds

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