

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****115+235****CR-2701-2025 (O&M)****Date of decision: 07.11.2025****Achada Nand****...Petitioner(s)****Vs.****Renu Verma****...Respondent(s)****CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA**

Present:- Mr. Parminder Singh Kanwar, Advocate for the petitioner.

Mr. Sachin Sharma, Advocate for the respondent.

NIDHI GUPTA, J.**CM-8899-CII-2025**

Prayer in this application filed under Section 151 CPC is for condonation of delay of 249 days in refiling the accompanying petition.

2. For the reasons mentioned in the application which is duly supported by an affidavit of learned counsel for the applicant/petitioner, the same is allowed and delay of 249 days in refiling the accompanying petition is condoned.

CM-8903-CII-2025

This is an application under Order 41 Rule 27 for leading additional evidence to prove judgment and decree passed by learned Civil Judge, Junior Division, Mukerian, in case titled as **Achta Nand vs. Raj Rani and another (Annexure A1)**, decided on 24.10.2019.

2. Heard.



3. For the reasons mentioned in the application, the same is allowed and the said judgment and decree dated 24.10.2019 is taken on record as Annexure A-1, subject to all just exceptions. Registry is directed to tag the same at appropriate place.

CM-14764-CII-2025

Prayer in the present application under Section 151 CPC to place on record the copy of order dated 25.07.2025 passed by learned Executing Court as Annexure R-1 and granting exemption from filing the certified/true copy of the same.

2. Heard.

3. Application is allowed and the copy of order dated 25.07.2025 is taken on record as Annexure R-1, subject to all just exceptions. Registry is directed to tag the same at appropriate place.

CR-2701-2025

Present Civil Revision Petition has been filed by the tenant against the order dated 09.11.2017 passed by the learned Rent Controller; and the order dated 15.03.2024 passed by the learned Appellate Authority; whereby petition filed by the landlady/respondent herein, under Section 13 of the East Punjab Rent Restriction Act, 1949 has been allowed; and the petitioner has been directed to vacate the demised premises within 2 months from the date of order.

2. It is *inter alia* submitted by leaned counsel for the petitioner-tenant that the petition filed by the respondent/Landlady under Section

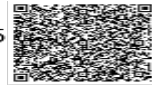
13 of the East Punjab Urban Rent Restrictions Act, 1949 was allowed by



the learned Rent Controller, Mukerian vide order dated 09.11.2017, thereby directing the petitioner to vacate the demised shop within two months. Even the appeal filed by the petitioner was dismissed by the learned Appellate Authority vide order dated 15.3.2024. Learned counsel submits that the said impugned orders are liable to be set aside in view of the fact that the demised shop had been sold to the petitioner by the previous owner of the demised shop, namely, Raj Rani by way of Agreement to Sell dated 09.12.1999. It is submitted that as the previous owner Raj Rani had failed to execute the sale deed in pursuance to the said Agreement, the petitioner had filed the suit for specific performance of Agreement to Sell dated 09.12.1999. The respondent was defendant No.2 in the said suit; which was decreed vide judgment and decree dated 24.10.2019 (Annexure A-1) whereby Raj Rani was directed to execute the sale deed in favour of the petitioner. Learned counsel submits that a categorical finding was also given in the judgment and decree dated 24.10.2019 that the alleged sale deed dated 2.1.2006 executed by Raj Rani in favour of the present respondent/Landlady was declared illegal, null and void. It is pointed out that the impugned orders have been passed only on the ground that mere execution of Agreement to Sell does not grant any title in favour of the petitioner. The eviction orders were passed against the petitioner only on the ground that petitioner was in arrears of rent from 2.1.2006 and the personal necessity of the Landlady was not proved. It is submitted that therefore, the impugned orders are not sustainable.



3. Learned counsel for the petitioner further submits that both the courts below fell in error in not appreciating that there is no relationship of landlady and tenant between the parties as no rent agreement has ever been executed between them. Even the claim setup by the respondent is that the petitioner was sitting tenant under earlier owner namely Raj Rani wife of late Sham Lal. The respondent has purchased the suit property by way of registered sale deed dated 2.1.2006 from General Power of attorney Raj Rani and hence she has become the owner and the landlady vis-à-vis the petitioner. Respondent has further pleaded that since the date of purchase i.e. 02.01.2006 petitioner is in arrears of rent as he has not paid a single rupee to the respondent as rent. It is submitted that in view of the admitted position between the parties wherein the petitioner has categorically said that he is not the tenant under the respondent he does not acknowledge her tenancy merely on a ground that the respondent has purchased the suit property from its erstwhile owner who had inducted the petitioner as tenant in the suit property. It is contended that the courts below have failed to consider the most crucial aspect of the matter that petitioner has categorically said there is no rent note executed between the parties and further that the title dispute between the erstwhile owner Raj Rani and the petitioner for the reason that Raj Rani has executed an agreement to sell qua the suit property in favour of the petitioner and therefore till the time title between the parties is not decided by the Civil Court the rent controller does have jurisdiction to pursue with the



present case. Learned counsel points out that the said contention of the petitioner has been set aside by the Rent Controller on the ground that mere pendency of the suit for specific performance does not confer title therefore a registered sale deed in favour of the respondent grants the status of the landlady in favour of the respondent and hence there exists a relationship of landlady and tenant between the parties. It is argued that the courts below fell in error in recording a such a finding for the reason that once the title suit qua the property in dispute is pending before the civil court between the erstwhile owner and the petitioner then the finding recorded by the rent controller that the respondent is a landlady and it has jurisdiction to try the ejectment application, is perverse and contrary to the law. On this ground only the impugned judgments of ejectment passed by both the courts below deserve to be set aside and present revision petition be allowed.

4. Learned counsel for the petitioner further submits that in view of judgment dated 24.10.2019 passed by the Civil Judge JD Mukerian the respondent is no longer the owner of the shop in dispute as her sale deed has been specifically set aside vide said judgment and decree dated 24.10.2019. Moreover, at no point of time petitioner had atoned the tenancy of the respondent; and now without any title of the respondent in the suit property the order of ejectment passed by both the courts below deserves to be set aside.

5. Learned counsel for the respondent/landlady vehemently controverts the submissions advanced on behalf of the petitioner and



submits that the original landlady, namely, Raj Rani had firstly entered into an Agreement to Sell dated 04.10.1995 with one Sarju Puri. The said Sarju Puri had filed a Civil Suit for specific performance of the said Agreement dated 04.10.1995. During pendency of the said suit, Raj Rani entered into Agreement to Sell dated 09.12.1999 (Ex.R2) with the present petitioner. Thereafter, Raj Rani had won the Civil Suit filed by Sarju Puri. The Civil Appeal filed by Sarju Puri was also dismissed. Even the RSA filed by Sarju Puri was dismissed. Thus, title of Raj Rani was intact. In the interregnum, Raj Rani had sold the demised premises to the respondent vide registered Sale Deed dated 02.01.2006 Ex.D2.

6. It is further submitted by learned counsel for the respondent that the petitioner cannot seek to take advantage of the judgment dated 24.10.2019 (Annexure A-1) as the respondent has filed Civil Appeal No. 715 of 2019 against the said judgment and decree before the learned First Appellate Court in which operation of the judgment and decree dated 24.10.2019 has been stayed by the learned Additional District Judge, Hoshiarpur vide order dated 04.12.2019. It is argued that in any event, no right accrues to the petitioner from an unregistered Agreement to Sell dated 09.12.1999. It is pointed out that it is not denied by the petitioner that the demised premises was sold to the respondent by Raj Rani vide registered Sale Deed dated 02.01.2006; whereafter the respondent is the landlady of the petitioner for all intents and purposes. Accordingly, respondent had filed Rent Petition No. 20 dated 24.07.2013 seeking eviction of the petitioner on grounds of



arrears of rent and bonafide necessity. In his reply to the said Rent Petition, the petitioner has denied the landlady-tenant relationship between the parties; and has further stated that he has been paying rent to Raj Rani upto the year 2014.

7. Learned counsel for the respondent argues that by stating that he has been paying rent to Raj Rani till 2014, the petitioner himself is negating the Agreement to Sell dated 09.12.1999 (Ex.R2) allegedly entered into between the petitioner and Raj Rani. Moreover, the petitioner had filed Civil Suit seeking specific performance of Agreement dated 09.12.1999 (Ex.R2) only on 31.01.2015; whereas prior thereto, respondent had already filed Rent Petition No. 20 dated 24.07.2013.

8. Learned counsel for the respondent further point out that in the meantime, respondent had filed Execution Petition No. 3 of 2025; in which possession of demised premises was handed over to the respondent vide Bailiff report dated 19.07.2025; which fact has been duly noted by the learned Executing Court in the zimni order dated 25.07.2025 (Annexure R-1); whereby on the statement made by the respondent, the Execution Petition has been dismissed as withdrawn being partly satisfied. It is accordingly prayed that nothing survives in the present Civil Revision Petition and the same may be dismissed.

9. No other argument is raised on behalf of the parties. I have heard learned counsel and perused the case file in great detail. I find merit in the submissions advanced on behalf of the respondent/landlady.



10. In order to properly appreciate the dispute in hand, it will be helpful to peruse the sequence of events in chronological order: –

04.10.1995: Agreement to Sell entered between earlier landlady/owner Raj Rani and Sarju Puri.

9.12.1999: In the meantime, Raj Rani entered into an Agreement to Sell the demised premises to the petitioner.

01.02.2005: Suit for Specific Performance was filed by Sarju Puri on the basis Agreement to Sell dated 04.10.1995; which was dismissed and decided in favour of Raj Rani.

02.01.2006: Raj Rani being the owner transferred demised premises in favour of present landlady/owner Renu Verma vide registered sale deed.

20.04.2010: Civil Appeal against judgment dated 01.02.2005 was also decided in favour of Raj Rani.

26.03.2014: Regular Civil Appeal against the judgments and decree dated 20.04.2010 and 01.02.2005 was also decided in favour of the earlier landlord/owner Raj Rani.

24.07.2013: Present Rent Petition was filed by the respondent against the tenant/petitioner on the basis of the Sale Deed dated 02.01.2006.

28.11.2013: The present tenant/petitioner filed written statement denying the relationship of landlord and tenant, though stated that he is paying the rent regularly to Raj Rani till 2014.

31.01.2015: The petitioner filed Suit for Specific Performance on the basis of Agreement to Sell dated 09.12.1999 against Raj Rani/defendant

no.1 and the present respondent/defendant no.2.



09.11.2017: Rent petition was decided in favour of respondent and eviction order was passed directing the petitioner to vacate the demised premises within two months.

24.10.2019: The civil suit filed by the petitioner for specific performance of Agreement dated 9.12.1999, was decreed in his favour by the learned Civil Judge, Junior Division, Mukerian vide judgment and decree dated 24.10.2019 (Annexure A-1).

04.12.2019: The respondent filed Civil Appeal no.715 of 2019 against the aforesaid judgment and decree dated 24.10.2019; operation of which was stayed by the Ld. First Appellate Court/Additional District Judge, Hoshiarpur vide order dated 4.12.2019. A copy of the order dated 4.12.2019 has already been taken on record by this Court on 23.07.2025.

15.03.2024: Rent Appeal filed by the petitioner against the aforementioned order of the Rent Controller dated 09.11.2017, was dismissed by the Appellate Authority.

16.07.2024: The petitioner filed the present Civil revision petition against the order dated 9.11.2017 passed by the Rent Controller; and the order dated 25.3.2024 passed by the learn Appellate Authority.

19.07.2025: In the meantime, the respondent had initiated Execution proceedings; in which as per report of Bailiff, Possession of the demised premises was given to landlady.

25.07.2025: In view of the possession delivered on 19.07.2025, Execution Petition was dismissed as withdrawn by the present landlady/respondent, being partly satisfied. (Annexure R-1).



11. It has been contended on behalf of the petitioner that he is owner of the demised premises on the basis of Agreement to Sell dated 09.12.1999. It is trite law that no right of ownership accrues to the party merely on the basis of an Agreement to Sell; and that too an unregistered Agreement. In this regard, I find support from judgment of Hon'ble Supreme Court in **Dr. H.K. Sharma v. Shri Ram Lal (SC): Law Finder Doc Id # 1349448**; wherein it is held as under:-

“A. Uttar Pradesh Urban Buildings (Regulation of Letting Rent and Eviction) Act, 1972, Section 21(1)(a) - Transfer of Property Act, 1882 Section 111 Eviction - Plea of agreement for sale of suit house and conversion of landlord buyer relation to buyer and seller of house - Whether when lessor and lessee enters into agreement for sale/purchase of tenanted premises where lessor agrees to sell tenanted premises to his lessee for consideration on certain conditions, whether, as a result of entering into such agreement, Jural relationship of lessor and lessee in relation to leased property comes to end and, if so, whether it results in determination of lease? - Held, tenancy in question between parties did not result in its determination as contemplated under Section 111 of Act, 1882 due to execution of agreement between parties for sale of suit house and same remained unaffected notwithstanding execution of agreement - Thus, a fortiori, respondent/lessor rightly entitled to file eviction after determining tenancy in question.”



12. The Hon'ble Apex Court posed to itself the following question for consideration in para 25 in the aforesaid judgment; which was answered in paras 37 and 38, as follows: –

“25. In other words, the question that arises for consideration is when the lessor enters into an agreement to sell the tenanted property to his lessee during the subsistence of the lease, whether execution of such agreement would ipso facto result in determination of the lease and sever the relationship of lessor and the lessee in relation to the leased property.”

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37. As observed supra, such is not the case here because we do not find any such clause or a clause akin thereto in the agreement dated 13.05.1993 and nor we find that the existing conditions in the agreement discern the intention of the parties to surrender the tenancy agreement either expressly or impliedly.

38. In the light of the foregoing discussion, we are of the considered opinion that the tenancy in question between the parties did not result in its determination as contemplated under section 111 of TP Act due to execution of the agreement dated 13.05.1993 between the parties for sale of the suit house and the same remained unaffected notwithstanding execution of the agreement dated 13.05.1993.”

13. Furthermore, admittedly, the Agreement to Sell dated 9.12.1999 is an unregistered document. The Hon'ble Supreme Court in

Suraj Lamp & Industries (P) Ltd. v. State of Haryana & Anr., (SC) : Law



Finder Doc Id # 202472 has held that an unregistered document cannot be relied upon, and held as under: -

“A. Registration Act, 1908, Sections 17 and 49 - Sale of property through power of Attorney and Execution of Will instead of executing valid sale deed and registration - This gives rise to various legal and other disputes - Any process which interferes with regular transfers under deeds of conveyance property stamped, registered and recorded in the registers of the Registration Department, is to be discouraged and deprecated.”

14. It has, therefore, been correctly held by learned Courts below that a mere Agreement to Sell will not create any right in favour of the petitioner. I make it clear that the above said observations in respect of the Agreement to Sale dated 9.12.1999, are made by this Court without prejudice to the rights of the parties pending consideration before the first Appellate Court in Civil Appeal no. 715 of 2019, filed by the respondent against the judgment and decree dated 24.10.2019.

15. Moreover, petitioner is claiming ownership over the demised premises on the basis of judgment and decree dated 24.10.2019. However, admittedly, respondent has filed Civil Appeal no. 715 of 2019 against the same, in which stay of operation of the judgment and decree dated 24.10.2019 has been granted by the first Appellate Court vide order dated 4.12.2019. Even otherwise, possession of the demised premises stands delivered to the respondent by way of Bailiff report



dated 19.7.2025, as also recorded by the learned Executing Court in its order dated 25.7.2025 (Annexure R-1).

16. Further, the petitioner has also not denied that Raj Rani had sold the demised premises to the respondent vide registered Sale Deed dated 02.01.2006 Ex.D2. As such, respondent had stepped into the shoes of Raj Rani; and respondent was therefore, the landlady of the petitioner after the transfer of ownership; and petitioner was therefore liable to pay rent to the respondent. However, he failed to do so. Accordingly, respondent had filed the instant Rent Petition dated 24.07.2013 seeking eviction of the petitioner from the demised premises on grounds of arrears of rent since 02.01.2006, and bonafide necessity. Petitioner in his written statement denied the landlady-tenant relationship between the parties and has claimed that he is regularly paying rent to his landlady Raj Rani till 2014. As such, petitioner has accepted his role as that of a tenant in the demised premises. Contention of the petitioner that he has been paying rent to Raj Rani till 2014 has been discarded by both the Courts below. In fact, the said assertion of the petitioner only decries, denies, and decimates his claim in respect of the Agreement dated 9.12.1999 - as the petitioner cannot simultaneously claim to be owner of the demised premises since 9.12.1999; while at the same time, accepting his position as tenant by paying rent to Raj Rani up to 2014. In this regard, evidence of PW5, Vipan Kumar, son of Raj Rani is relevant.

17. It has also not been denied by the petitioner that he is in arrears of rent since 2006. It is preposterous to this Court that petitioner



has been occupying the demised shop without any payment of rent to the respondent since 02.01.2006 till date. There is nothing on record to indicate that petitioner has paid anything by way of rent even to Raj Rani. In such a situation, reference is made to landmark judgment of Hon'ble Supreme Court in **Rakesh Wadhawan v. M/s. Jagdamba Industrial Corporation, (SC) : Law Finder Doc Id # 3207**; wherein it is held that the tenant is liable to be evicted from the demised premises forthwith without any further opportunity on non-payment of provisional rent. In the present case, even provisional rent has not been paid by the petitioner. In effect, petitioner has been occupying the demised premises without payment of a single penny since 2.1.2006.

18. In this regard, findings of the learned Appellate Authority as contained in para 20 of its judgment dated 15.03.2024 are relevant and are reproduced hereinbelow: –

*“20. Now as far as, **relationship** of landlord and tenant between petitioner and respondent is concerned, the petitioner stated to have stepped in to the shoes of Raj Rani and has become landlady of the respondent from the date of sale deed dated **02.01.2006 Ex.P2** whereas on the other hand the respondent has denied the relationship of landlord and tenant between the parties. In this regard, petitioner has examined **PW5 Vipin Kumar(son)** of Raj Rani that his mother has made the respondent aware that she had sold the shop to Renu Verma and she is her landlady to whom he has to make payment of the rent and in case she does not intend to keep him as tenant, then, he is bound to vacate the shop in question and she further told him to vacate the shop in*



question and at that point of time, respondent sought time and agreed to pay rent to the tune of Rs. 7500/- per month to Renu Verma.

21. *Although, there was no rent note written between the petitioner and respondent as stated by **PW5** and no such document regarding rent proved on file, yet, petitioner having acquired title over the property in dispute on the basis of sale deed dated **02.01.2006 Ex.P2**, from Raj Rani, therefore, she has stepped into the shoes of Raj Rani and has become landlady of the respondent. Therefore, the relationship of landlord and tenant between the parties stands established.*

22. *As far as **arrears of rent** is concerned, the petitioner is claiming rent from **02.01.2006**, whereas respondent has denied and he stated to be making payment of rent to his landlord regularly. The respondent has admitted that he was tenant of Raj Rani till 2014, therefore, there remains no doubt as to the relationship of landlord and tenant between Raj Rani and respondent admitted, however, as far as Raj Rani stated to have remained landlady of respondent till 2014, in this regard, from the cross-examination of RW1 it comes out to surface that he stated to be in possession of the receipt till he made payment to the landlord, but he had admittedly not produced the same on the Court file, from where it would have been evident as to the period till 2014 as well as rate of rent etc. Rather, it appears that the respondent has setup his title on the basis of agreement to sell dated 09.12.1999, which document is not otherwise document of title. Therefore, there being relationship of landlord and tenant between the petitioner and respondent, respondent has not paid the rent w.e.f. **02.01.2006** at the rate*



*of Rs.7500/- per month i.e. from the date of sale deed dated **02.01.2006 Ex.P2** in favour of present petitioner. Therefore, the Ld. Rent Controller has rightly held that the respondent is in arrears of rent from **02.01.2006**. Therefore, findings of Ld. Rent Controller are **upheld**."*

19. I am in complete agreement with the above view taken by the learned Appellate Authority.

20. To sum up, admittedly, petitioner does not have any registered document in his favour. Petitioner is only relying upon an unregistered Agreement to Sell dated 09.12.1999. At the same time, the petitioner is taking the plea that even after the execution of Agreement to Sell dated 09.12.1999, he has been paying rent to Raj Rani upto 2014. Therefore, petitioner has taken contradictory pleas which he is unable to reconcile. In any event, no right to occupy the demised premises in any capacity can accrue to the petitioner merely on the basis of an unregistered Agreement to Sell dated 09.12.1999. Reliance placed by the petitioner upon the judgment and decree dated 24.10.2019 (Annexure A-1) is also misplaced as admittedly operation of the said judgment and decree had been stayed by the Additional District Judge, Hoshiarpur vide order dated 04.12.2019. It is also admitted fact on record that possession of demised premises has been handed over to the respondent as evident from Bailiff Report dated 19.07.2025 and as recorded in order dated 25.07.2025 (Annexure R-1) passed by learned Executing Court, which reads as follows:-



“The decree holder made a statement as under:

"Stated that I have got the vacant possession of the shop in dispute as per order of the Hon'ble Court but the arrears of mesne profit @ 4000/- per month since October 2022 are yet to be recovered from the Judgment debtor for which I will file separate execution application with the permission of the Hon'ble Court. Today, I withdraw the present execution being partly satisfied as the arrears of mesne profit of the shop in question are yet to be paid by the Judgment Debtor."

In view of the above-statement, the present execution application is hereby dismissed as withdrawn being partly satisfied. File be consigned to the Record Room, after due compliance.”

21. In view of the undisputed facts as noted above, I find no merit in the present Civil Revision Petition and the same is hereby **dismissed.**

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

07.11.2025

Divyanshi

**(NIDHI GUPTA)
JUDGE**

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