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

CR-3555-2025

Date of decision: 07.07.2025

Bal Kishan

...Petitioner

Versus

Punjab Wakf Board and another

...Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr. Dinesh Mahajan, Advocate for the petitioner.

VIKAS BAHL, J. (ORAL)

1. This is a revision petition filed under Section 83(9) of the Wakf Act, 1995 read with Article 227 of the Constitution of India for setting aside the judgment and decree dated 20.03.2025 (Annexure P-1) passed by the Wakf Tribunal, Jalandhar, whereby the suit filed by respondent No.1 was decreed.

2. Learned counsel for the petitioner has submitted that as per the case of respondent No.1-Punjab Wakf Board, the petitioner is in possession vide lease deed dated 15.09.2006 on a monthly rent of Rs.400/- per month w.e.f. 01.05.2006 with enhancement clause of 10% after every three years. It is argued that in fact, the petitioner is in possession of the property prior to the said lease deed dated 15.09.2006 and in order to prima facie show his possession prior to the date of lease deed dated 15.09.2006, the petitioner



has referred to the driving licence of his son issued on 03.03.2000 Ex.D5 as well as Ex.D6 which is ration card dated 20.01.2001, showing that the petitioner along with his family members were residing in Ward No.B-II, 790/5, Satnam Nagar since the year 2001. It is submitted that from the above said documents, it is apparent that the petitioner is in possession of the property in question prior to the lease deed dated 15.09.2006 and thus, the case set up by respondent No.1-Punjab Wakf Board was incorrect. It is submitted that the eviction order passed on the basis of the false plea deserves to be set aside and the present revision petition deserves to be allowed. It is argued that the reliance placed upon Ex.P7 by the Wakf Tribunal to observe that the petitioner was paying rent from time to time is also misconceived, inasmuch as, document Ex.P7 is a register of the Punjab Wakf Board, Chandigarh and is a self-serving document and the same does not carry any endorsement/signature of the present petitioner. It is thus, argued that the said document cannot be taken into consideration for the purpose of holding that the petitioner is a tenant in the premises.

3. This Court has heard learned counsel for the petitioner and has perused the paper book and is of the opinion that the impugned judgment is in accordance with law and deserves to be upheld and the present revision petition being meritless, deserves to be dismissed for the reasons stated hereinafter.

4. Respondent No.1-Punjab Wakf Board had filed a suit with the following prayer:-

*“Suit for the grant of decree for possession residential of double storey house measuring **101.56 Sq. Yards comprised in***



Khewat No.233, Khatauni No.253 to 256, Khasra No.944 Min out of total area 14K-5M, situated in Satnam Nagar, Jalandhar as entered in the Jamabandi for the year 2009-2010, Hadbast No.307, shown red in colour in site plan attached and bounded as under:-

East: Street

West: Remaining portion of Wakf Property comprised in Khasra No.944

North: Remaining portion of Wakf Property comprised in Khasra No.944

South: Road

After directing the defendant no.1 to remove Malba if raised by the defendant no.1 in gross violation of the lease and after the execution of lease.

AND

For the recovery of arrear of lease money of Rs.33,797/- upto May, 2016 along with mesne profit @ 5% of the Annual Collector Rate per marla per year along with interest from June, 2016 and cost of litigation till the restoration of the possession for the use and occupation of the property in dispute.

AND

For grant of decree of permanent injunction restraining the defendants from raising the construction transferring the possession OI of property in dispute illegally forcibly except in due course of law except to the plaintiff.”

5. It was the case of respondent No.1-Punjab Wakf Board that the property in question was owned by the Punjab Wakf Board and that the present petitioner had taken the said property on lease for 11 months vide lease deed dated 15.09.2006 on monthly rent of Rs.400/- per month w.e.f. 01.05.2006 with enhancement of 10% after three years from the date of



commencement of the lease i.e., 01.05.2006 and that the petitioner had committed default in payment of the lease money and was in the arrears of lease money to the tune of Rs.33,797/- upto 31.05.2016. It was further averred that neither the petitioner had got the lease renewed from the plaintiff nor had paid the arrears of lease money and thus, notice dated 03.06.2016 for terminating the lease was issued to the petitioner but the petitioner, instead of paying the lease money and handing over the possession, had raised illegal construction over the first floor without the consent of respondent No.1-plaintiff and had further sublet the possession of the first floor of the property in dispute and was thus, in unauthorized possession of the property in question. Prayer was also made for directing the present petitioner to pay mesne profits for the illegal use.

6. In the written statement filed by the petitioner, it had been stated that the plaintiff-Punjab Wakf Board had no locus standi to file the suit and that the property in dispute was not a Wakf property and had never been used as a Wakf property. It was the case of the present petitioner that the petitioner was in possession of the property in question since long. However, no specific date/year of the possession of the present petitioner was mentioned in the written statement.

7. The Wakf Tribunal had framed the following issues:-

- “1. Whether the plaintiff is entitled for grant of decree for possession as prayed for? OPP.*
- 2. Whether the plaintiff is entitled for the relief of recovery as prayed for? OPP*
- 3. Whether the plaintiff is entitled for the relief of permanent injunction as prayed for? OPP.*



4. *Whether the plaintiff has no locus-standi to file the present suit? OPD.*
5. *Whether the present suit is not maintainable? OPD.*
6. *Whether the plaintiff has got no cause of action to file the present suit? OPD.*
7. *Whether the plaintiff has not come to the court with clean hands? OPD.*
8. *Whether the plaintiff is estopped from filing the present suit due to his own act and conduct? OOD.*
9. *Relief.”*

8. With respect to the maintainability of the suit and the respondent No.1-Punjab Wakf Board having locus standi to file the present suit, the Tribunal placed reliance upon several judgments of the Hon'ble Supreme Court holding that the Tribunal had jurisdiction as the present petitioner/defendant No.1 had denied the ownership of the Punjab Wakf Board. In this regard, reference can be made to the judgment of the Hon'ble Supreme Court in the case of **Punjab Wakf Board Vs. Sham Singh Harike, Civil Appeal No.92 of 2019 along with connected matter** reported as **2019(4) SCC 698**. In the said case, while deciding the Civil Appeal No.92 of 2019, the Hon'ble Supreme Court had observed that since defendant therein had taken a defence that the suit property was not a Wakf property thus, the question had to be decided by the Tribunal and, therefore, the Tribunal had jurisdiction. The said proposition of law has not been disputed before this Court. The Tribunal further held that the property in question was in the ownership of the Punjab Wakf Board and for the said purpose, had placed reliance upon the jamabandi as well as the Gazette Notification, which finding has also not been challenged before this Court.



9. The sole issue raised on behalf of the petitioner before this Court is that the petitioner is not a tenant of the Wakf Board. The said issue has been decided in favour of respondent No.1-Punjab Wakf Board by the Tribunal by placing reliance upon the lease order Ex.P4 as well as copy of register of Punjab Wakf Board exhibited as Ex.P7. Ex.P4, which is the copy of the lease order (and has been handed over by learned counsel for the petitioner during the course of arguments), reads as under:-

“Office of the Punjab Wakf Board

Chandigarh

No. 24/lease-Urban/F. No. 2534/06 4423 dated 15/9/06

LEASE ORDER

Under the powers delegated to the under signed, the wakf property detailed below is leased out on the following terms and conditions:

1. *Name & Address the **lessee Sh. Bal Kishan s/o Sh. Karam Chand, r/o 790/5, Satnam Nagar, New Grain Market, Jalandhar.***
2. *Description of the property Leased Out:*
 - i) *Kind of leased out property whether shop, residential House, Lower storey, upper store etc. with Khasra No./property No.Kh. No.944-min.*
 - ii) *Place, Name of Municipality/Tehsil & distt. Satnam Nagar, Jalandhar.*
 - iii) *Total Area **4k-0m.** Nature of wakf Property **Graveyard.***
 - iv) *Area Leased out as per site plan **101.56 sq. yards.***
 - v) *Area reserved and purpose*
3. *Name of the previous tenant/leasee with rate of rent and arrears left unpaid by him upto*
- 4 *Rate of monthly Rent/Lease money agreed **Rs.400/-p.m.***



5. *Date of commencement of Lease* **01.5.2006.**
6. *Purpose for which lease out (whether shop/industry/residence ect.). House as per site plan over leaf.*
7. *Period for which leased out* **11 months.**
8. *Terms & Conditions for lease,*
 - i) *The lessee will bear all taxes including house, property tax, electricity charges, Water charges or any cess charges on the leased out property.*
 - ii) *The lessee will not use the property for Non-Islamic purpose.*
 - iii) *The lessee will be responsible for all repairs and maintenance of the premises at his own cost.*
 - iv) *The lessee will not sublet the property or assign any interest therein to any body else.*
 - v) *The lessee will not be entitled to make any construction, reconstruction, addition, altration or change the nature of the property without written permission of the Board.*
 - vi) *The lessee will pay the rent in advance on the first of the each calender month.*
 - vii) *The lessee will be responsible for sanction of his site plan from local authority i.e. PUDA, Housing Board, Town Planner, Municipal Committee etc. on NOC issued by the Board of construction*
 - viii) *The rate of rent as well as the lease shall be subject to review after every three years if lease continues*
 - ix) *The lessor shall be entitled to terminate lease at any time and seek vacant possession by serving 15 days notice.*
 - x) *In case of termination of lease, the lessee shall remove his malba at his own cost and shall not be entitled for any compensation.*
 - xi) *The lessee will allow the officials of the Board to inspect the property during reasonable hours.*
 - xii) *In case of acquisition, the lessee shall not have any*



right/share in compensation or other benefits.

In case of infringement of any of the conditions of lease, the lease in question shall stand automatically terminated and the lessee shall not be entitled to retain the possession of the property. The lease can also be terminated at any time by the Board even during tenancy period.

Rent will be enhanced @ 10% after every three years, if lease continues.

Received by

Sd/- Bal Kishan

Agreed and accepted

Lessee in presence of E.O./R.C.

Sd/- stamp

Member Lease Committee

Chief Executive Officer

Punjab Wakf Board, Chandigarh

Copy forwarded to Estate Officer/Rent Collector for entry in record”

A perusal of the above lease order would show that same had been duly signed by the Chief Executive Officer, Punjab Wakf Board, Chandigarh/Member Lease Committee and it specifically recorded that the present petitioner was a lessee with respect to the property in question and that the date of commencement of the lease was 01.05.2006 and the same was for 11 months for lease money @ Rs.400/- per month, which was to be enhanced @ 10% after every three years, in case the lease continued. The said document also bears the signature of the present petitioner. There is nothing on record to show that the said document is either forged or fabricated or has not been duly executed. There is also nothing on record to show that the signature of the petitioner on the same is forged and admittedly, no handwriting expert has been examined to dispute the



signatures of the petitioner on the said lease order. The said document has been duly proved and exhibited by PW1 in his evidence. The said PW1 in his evidence had reiterated that the present petitioner had taken the property in question on lease for 11 months vide lease deed dated 15.09.2006, which lease order has been exhibited as Ex.P4. Thus, the plea raised by respondent No.1-plaintiff-Punjab Wakf Board that there was a lease deed dated 15.09.2006 stands substantiated from the bare reading of the document Ex.P4 as well as the evidence of PW1. The plea to the contrary raised by learned counsel for the petitioner that he was not a lessee, thus, deserves to be rejected.

10. Additionally, PW1 had also placed on record Ex.P7, which is page No.886 of *bahi khata* of the Punjab Wakf Board, Chandigarh maintained with respect to the property in question and the said document clearly shows that the petitioner has been shown to be a tenant and the period of tenancy has been mentioned and even the rate of rent per month has also been mentioned. The said document is apparently a part of *Bahi Khata* maintained by the Punjab Wakf Board and there is nothing on record to show that the said document is forged or fabricated. Even in case the said document does not bear any endorsement of the petitioner, still the said document cannot be completely excluded from consideration, moreso, when the said document is in consonance with the lease order Ex.P4, which has been duly proved on record. The argument raised by learned counsel for the petitioner to the effect that the rent has never been paid by the petitioner and even payment of rent as reflected in Ex.P7 is not proved, is at his own peril, as in case same is so, then, the petitioner deserves to be directed to pay the



arrears of rent from the date of the said lease order even beyond what has been ordered by the Tribunal. Once lease order Ex.P4 has been proved on record, then, any plea raised by the petitioner that he has not been paying any rent would not prove the plea of the petitioner that he is not a tenant in the premises.

11. The argument raised on behalf of the petitioner that he is in possession since prior to the said lease deed which was executed in the year 2006 and is thus not a tenant, is also misconceived and deserves to be rejected for more than one reason. Firstly, a perusal of the written statement filed by the petitioner would show that no specific time/year or basis have been mentioned by the petitioner showing since when he was in possession of the property or on what basis (i.e., ownership, licence etc.). Even the documents relied upon by the petitioner and exhibited as Ex.D5 and Ex.D6, which are the driving licence of the son of the petitioner and the ration card, do not make any reference to khasra No.944 min, which is the suit property and at any rate, do not fully substantiate the plea that the petitioner has been in possession of the property in question prior to the lease deed. Moreover, at any rate, even assuming that the petitioner was in possession of the premises in question prior to the execution of the lease order Ex.P4 and subsequently, had entered into the said lease order Ex.P4 in the year 2006, then he would only improve his status from being an unauthorized occupant to that of a tenant. No law has been cited before this Court to show that in case lessee/tenant is shown to be in possession of the premises prior to the lease deed, then subsequent to the lease deed, he would not be a tenant of the premises in question. Even the said argument would not help the



petitioner, as, in case the petitioner was in unauthorized possession of the premises, which is admittedly owned by the Punjab Wakf Board, then also, he was liable to be evicted and was also liable to pay mesne profits. At any rate, in the present case, the petitioner is proved to be a tenant and the lease order Ex.P4, has been duly proved on record.

12. Keeping in view the abovesaid facts and circumstances, the impugned judgment is in accordance with law and is upheld and the present revision petition being meritless, deserves to be dismissed and is accordingly, dismissed.

13. All the pending miscellaneous applications, if any, shall stand disposed of in view of the abovesaid order.

07.07.2025

Pawan

**(VIKAS BAHL)
JUDGE**

Whether speaking/reasoned:-

Yes/No

Whether reportable:-

Yes/No