



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

1.

CR-4526-2025 (O&M)
Reserved on :-03.09.2025

Kanta Rani and Others

... Petitioners

Versus

Gagandeep

... Respondent

2.

CR-5261-2025 (O&M)

Chander Parkash (Since Deceased) through his LRs and Others

... Petitioners

Versus

Gagandeep

... Respondent

Date of Pronouncement:-11.09.2025

CORAM: HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Argued by :-

Mr. Vaibhav Sehgal, Advocate
for the petitioner (**in both cases**).

Mr. Ankur Jain, Advocate and
Mr. Kamal Chaudhary, Advocate
for the caveator/respondent (**in both cases**).

VIRINDER AGGARWAL, J.

1. This consolidated order is being pronounced for the purpose of disposing of the captioned revision petitions, which revolve around common and interconnected questions of law and fact. Their respective learned



counsel for the parties have unequivocally agreed and consented to a joint hearing and determination, it is both prudent and efficient to adjudicate these matters collectively. Such consolidation not only ensures uniformity in the adjudication process but also promotes judicial economy by avoiding multiplicity of proceedings and potential conflicting rulings. Consequently, these petitions are being decided together in a comprehensive manner.

2. Pursuant to the request made by the learned counsel for the petitioner, the pertinent facts and circumstances have been carefully extracted and taken into consideration from the record bearing **CR-4526-2025**, which has been duly relied upon for the purpose of adjudication in the present matter.

3. The petitioner-tenant and original respondent has instituted these two revision petitions impugning the judgment and order rendered by the learned Appellate Authority. The said authority dismissed the appeal filed by the petitioner, thereby affirming and sustaining the decision rendered by the learned Rent Controller, Ludhiana. The petitioner-tenant now seeks to assail the correctness and legality of the appellate judgment through these revision petitions, contending that the findings recorded below were erroneous and warrant interference by this Court.

4. Briefly stated, the facts leading to the filing of the present petitions are as follows:-

4.1. The demised premises was originally owned by Dogar Mal and Baldev Kishan and was leased to Kimti Lal Kapoor, the predecessor-in-interest of the petitioner, by Dogar Mal for a monthly rent of ₹550/-. Upon the death of Dogar Mal, his legal heirs along with Baldev Kishan sold the



demised premises to Veer Chand Bhatia through a registered sale deed dated 16.12.2005. Subsequently, Veer Chand Bhatia transferred ownership of the demised premises to the respondent/petitioner by way of a sale deed dated 18.12.2017.

4.2. Following the sale in favour of the respondent/petitioner, the petitioner-tenant commenced payment of rent to the respondent/petitioner, the landlord. Thereafter, an ejectment petition was filed on the grounds that the petitioner-tenant had defaulted in paying rent since 01.04.2014 and that the premises was required by the respondent/petitioner for personal use. Additionally, a separate petition was filed for the respondent/petitioner's son, Nanak Bhatia, asserting that the petitioner is operating a boutique on the first floor of the demised premises and intends to expand her business by opening a showroom on the demised premises. Meanwhile, her son Nanak Bhatia is engaged in hosiery business on the second floor and seeks to acquire the adjoining shop to enlarge his showroom for display and sale of hosiery items.

4.3. It is further averred that the petitioner-tenant has ceased to occupy the premises, which is presently lying locked and vacant.

5. The petitioner/tenant contested the petition by asserting that it was filed in collusion with Veer Chand Bhatia and Vijay Bhatia. It was contended that the petitioner's family had earlier owned the premises and had executed a sale deed in favour of Veer Chand Bhatia, an NRI and the uncle of the petitioner's husband. Veer Chand Bhatia had initially filed ejectment petitions on the grounds of *bona fide* personal necessity under the special provisions introduced for NRIs through Section 13B of the East



Punjab Urban Rent Restriction Act (to be referred as “**the Act**” hereinafter). Subsequently, the petition was amended to invoke Section 24(3) of the Punjab Rent Act. These petitions were ultimately dismissed as withdrawn following the grant of leave to defend to the petitioner/tenant, with the intervention of this Court in a Civil Revision Petition. Thereafter, Veer Chand Bhatia executed a sale deed of the demised premises along with other parts of the building in favor of the petitioner on 18.12.2017.

5.1. On the merits, the petition was contested on the grounds that neither the petitioner nor her son genuinely required the premises for *bona fide* personal necessity, that the premises were not lying locked, and that regular business activities were continuing at the location.

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

1. Whether there is exists relationship of landlord and tenant between the parties as prayed for? OPP
2. If the issue no. 1 is proved, whether the respondents are in the arrears of rent and are entitled to be ejected on the said ground? OPP aid.
3. Whether the property in dispute is required by petitioner for the personal use and occupation? OPP
4. Whether the respondents are liable to be ejected on the ground of the same having ceased to occupy the demised premises for a continuous period of more than four months? OPP
5. Whether present petition is not maintainable? OPR
6. Relief.

6.1. In **connected case**, following issues were framed:-



1. Whether there is exists relationship of landlady and tenant between the parties as prayed for? OPP
 2. If the issue no. 1 is proved, whether the respondents are in the arrears of rent and are entitled to be ejected on the said ground? OPP
 3. Whether the property in dispute is required by petitioner for the personal use and occupation? OPP
 4. Whether present petition is not maintainable? OPR
 5. Relief.
7. To establish their respective claims, both parties were afforded ample opportunity to present evidence. Following the conclusion of the evidentiary proceedings and hearing of arguments, the learned Rent Controller ruled in favor of the petition. Aggrieved by this decision, the petitioner preferred an appeal before the learned Appellate Authority, Ludhiana, which was subsequently dismissed as well.
8. The present revision petitions challenge the orders passed by the Appellate Authority, Ludhiana, whereby both petitioners were directed to be evicted from the premises in their possession. The eviction was ordered on the grounds that the petitioners have demonstrated *bona-fide* necessity and that the petitioner-respondent/tenant has ceased to occupy the premises. Caveats were duly filed, and notice of the petitions was served upon the caveators.
9. Learned counsel for the petitioners argued that the orders passed by both the lower authorities are vitiated by material irregularities, as both have failed to properly appreciate the evidence on record. He contended that the evidence regarding the purported purchase of the property by the



petitioner was misread and misconstrued. The record clearly establishes that the sale deed in favor of the petitioner is a sham transaction, executed solely with the intent to facilitate the ejectment of the petitioner/tenants. The findings rendered are therefore based on a misinterpretation of evidence and are manifestly erroneous. Accordingly, this Court, in the exercise of its revisional jurisdiction, is empowered to re-examine the evidence.

9.1. He further submitted that a perusal of the petitioner's statement reveals that the alleged sale in favor of the landlord was made without any genuine consideration and was orchestrated merely to obtain an ejectment order. Additionally, both the lower authorities failed to notice crucial evidence demonstrating that the demised property was originally owned by the petitioner's family and was transferred to Veer Chand Bhatia, an NRI related to the petitioner's family, in order to avail themselves of special legal provisions introduced for NRIs. When this strategy failed, the sale deed was subsequently executed in favor of the petitioner to secure the ejectment order.

9.2. He emphasized that the authorities below neglected to properly examine and discuss the evidence on record and instead misread the material facts. Therefore, in the exercise of revisional jurisdiction, the petitions deserve to be allowed, and the findings recorded by the lower authorities should be set aside.

10. Learned counsel for the respondent/landlord contended that there is no illegality or infirmity in the findings recorded by the authorities below. He emphasized that this Court does not possess the power to re-appreciate the evidence while exercising its revisional jurisdiction, which is



fundamentally distinct from appellate jurisdiction where the appellate authority is entitled to evaluate the evidence on record. Relying on the judgment of the Hon'ble Apex Court in ***Hindustan Petroleum Corporation Limited vs. Dilbahar Singh*** (Civil Appeal No. 6177 of 2004, decided on 27.08.2014), he submitted that the scope of revisional jurisdiction is limited and does not extend to re-assessment of evidence. Learned counsel further argued that the revision petitions lack merit and accordingly prayed that they be dismissed.

11. First and foremost, it is necessary to address the scope of the revisional jurisdiction exercised by this Court. Learned counsel for the respondent-landlord has contended that the powers of this Court under revisional jurisdiction are limited in nature and has relied upon the judgment in ***Hindustan Petroleum Corporation Limited*** (supra). Paragraph No. 45 of the said judgment is particularly relevant and is reproduced herein for reference:-

“45. We hold, as we must, that none of the above Rent Control Acts entitles the High Court to interfere with the findings of fact recorded by the First Appellate Court/First Appellate Authority because on re-appreciation of the evidence, its view is different from the Court/Authority below. The consideration or examination of the evidence by the High Court in revisional jurisdiction under these Acts is confined to find out that finding of facts recorded by the Court/Authority below is according to law and does not suffer from any error of law. A finding of fact recorded by Court/Authority below, if perverse or has been arrived at without consideration of the material evidence or such finding is based on no evidence or misreading of the evidence or is grossly erroneous that, if



allowed to stand, it would result in gross miscarriage of justice, is open to correction because it is not treated as a finding according to law. In that event, the High Court in exercise of its revisional jurisdiction under the above Rent Control Acts shall be entitled to set aside the impugned order as being not legal or proper. The High Court is entitled to satisfy itself the correctness or legality or propriety of any decision or order impugned before it as indicated above. However, to satisfy itself to the regularity, correctness, legality or propriety of the impugned decision or the order, the High Court shall not exercise its power as an appellate power to re-appreciate or re-assess the evidence for coming to a different finding on facts. Revisional power is not and cannot be equated with the power of reconsideration of all questions of fact as a court of first appeal. Where the High Court is required to be satisfied that the decision is according to law, it may examine whether the order impugned before it suffers from procedural illegality or irregularity.”

12. According to the authoritative pronouncement of the Hon’ble Apex Court, this Court possesses the jurisdiction to examine whether a finding of fact recorded by the Authority below is perverse, based on a misreading or misapprehension of evidence, or is otherwise grossly erroneous, and if allowed to stand, would result in a grave miscarriage of justice. This Court is entitled to satisfy itself regarding the correctness, legality, or propriety of the decisions rendered by the Authorities below. However, while undertaking such an inquiry, this Court is not empowered to re-appreciate or reassess the evidence with the aim of arriving at a different finding of fact.

12.1. It is well-established that both appellate and revisional jurisdictions are statutory creations; there is no inherent right to appeal or



revision. Appellate jurisdiction entails a comprehensive rehearing on both facts and law, whereas revisional jurisdiction is confined and limited in scope, permitting interference only within the boundaries expressly prescribed by statute. The function of the revisional Court is to satisfy itself as to the correctness, legality, or propriety of the impugned decision.

12.2. Here, the term “legality” refers to the lawfulness of the decision; “propriety” denotes the appropriateness, suitability, or conformity of the decision with applicable rules, regulations, and principles; and “regularity” signifies adherence to proper procedure, including the observance of natural justice and fair play. In the present matter, the Rent Authority has categorically held that, under the circumstances, the respondent is entitled to raise the plea that the sale deed executed in favor of the petitioner is a sham transaction, as the petitioner is not the true landlord who inducted the respondent-tenant into possession. Rather, the tenancy was created during the period of the predecessors-in-interest of the parties. The learned Rent Controller has addressed this contention regarding the sale transaction being a sham in its judgment, specifically on pages 11 and 12, wherein it states as follows:-

“Having come to the conclusion that the respondent can take such a plea now coming to the evidence lead by the parties on this issue. To prove the title the petitioner herself stepped into the witness box and deposed vide her affidavit Ex. PA. She has placed on record the copy of sale deed in her favour Ex. P1. It is evidence of the petitioner that she had purchased the same from Veer Chand Bhatia for total sale consideration of Rs. 6,00,000/- which was paid by way of cheque. The cross-examination of the witness is pointed out by the learned counsel for the respondent to establish his



contention that the sale deed is merely a fictitious document and had never amounted to sale of the building. He has pointed out that the respondent has placed on record copies of earlier petitions filed by Veer Chand Bhatia regarding the demised premises in which he had taken the same plea of personal necessity. The said petitions were dismissed as withdrawn as Veer Chand Bhatia had knowledge that the petitions were false and bound to fail. In such circumstances he executed the sale deed of the building in favour of the petitioner who is none other than the wife of his nephew Vijay Bhatia. These facts are admitted and also proved on record. Now the petition has been filed by the petitioner taking the same plea of personal necessity. All these facts simply point out that the sale deed is just an eyewash to get premises vacated. The thrust of the counsel for the respondent is upon the fact that since Veer Chand Bhatia failed to get the premises vacated so he chalked out another way to get the premises vacated by transferring the property to his relative. Admittedly the petitioner is wife of the nephew of Veer Chand Bhatia. The sale deed is proved on record as Ex. P1 as the petitioner and both the marginal witness have deposed regarding its due execution. This argument though attractive loses its significance once it is seen in the light of the fact that the earlier petitions filed by Veer Chand Bhatia were never dismissed on merits. The earlier petitions were in fact dismissed as withdrawn. The matter would have been different if the said petitions were in fact dismissed on merits, then this plea would have implication that to find another way out, Veer Chand Bhatia brought into existence the sale deed in favour of the petitioner. However in the present case the facts are different and the earlier petitions were never decided on merits to hold that the claim of Veer Chand Bhatia was mala-fide or that he failed on merits to get the premises vacated. Without there being any decision on merits it cannot be concluded that Veer Chand Bhatia was bound to fail in the petitions filed



by him. The respondent in the earlier petition under Section 13-B of East Punjab Urban Rent Restriction Act were not allowed any leave to defend and the Hon'ble High Court had passed stay order. The same does not imply that the petition filed by Veer Chand Bhatia was without merits. So merely upon this basis it cannot be concluded that the sale deed Ex. P1 is a sham transaction.”

13. The learned Appellant Authority has discussed its observations in para Nos.12 to 15 of the impugned judgment, which reads as under:-

“12. Having heard counsel for the parties and having perused the record of the case, I am of the considered view that the instant petition must fail. Relationship of landlady and tenants interse the parties is disputed by the respondents, but it is not disputed by respondents that initially Dogar Mal and Baldev Krishan were the owners of the entire building, of which, the demises premises is a part. It was admitted that the demised premises was taken on rent by Kimti Lal Kapoor-predecessor in interest of the respondents from Dogar Mal on monthly rent of ₹750/- per month. The petitioner has come up with the plea that after death of Dogar Mal, his LRs along with Baldev Krishan became owner of the building. They sold the building to Veer Chand Bhatia by way of sale deed dated 16.12.2005. It was pleaded that the respondents are LRs of Kimti Lal Kapoor. The rent of the shop in question was paid to Veer Chand Bhatia till 31.12.2011. Veer Chand Bhatia has now sold the building including the shop in question to the present petitioner by way of sale deed dated 18.12.2017. That the respondents attorned in favour of the petitioner and agreed to pay rent @ Rs. 775/- per month to her. In order to prove execution of the sale deed dated 18.12.2017, the petitioner besides herself appearing in the witness



box as PW-1, also examined PW-2 Sh. S. L. Mahey, Advocate and PW-3 Anil Chawla. The sale deed is a registered document. The petitioner purchased the property from previous landlords and thus by operation of law, the relationship of landlady and tenants came into being. In this regard. I draw support from the case titled as **Ram Sarup versus Piare Lal 2000 (1) Rent LR 663**. The sale deed and the locus-standi of landlady have been assailed by appellants to be collusive, but the contention of counsel for appellants lacks merit. It is settled law that in rent proceedings, the manner of acquisition of title cannot be gone into, unless there is apparently a fraud on the face of it. It is not the case of the respondents that anybody else is the landlord or the owner of the demised premises. The recitals contained in the registered sale deed showing payment of consideration, could not be doubted unless it is proved to be incorrect by merely stating that the possibility of fraud is made from the cross-examination of the landlady. Further, passing of consideration is not a condition precedent for conveying title by way of sale. Title passes immediately to vendee on registration of sale deed. In these circumstances, the observations as made by the Hon'ble Punjab & Haryana High Court in case titled as **Sharad Aggarwal versus Manjit Kaur 2021 AIR CC 2705 and Mehar Singh (died) through LRs versus Baltej Singh and another 2005 (4) RCR (civil) 780**, become fully applicable to the present case.

13. Admittedly, Veer Chand Bhatia had filed a petition no. 817 of 2014 under Section 13-B of East Punjab Urban Rent Restriction Act against Kanta Rani for eviction of the demised premises. The ground taken in the said petition for eviction was that Veer Chand Bhatia was owner of the demised premises and an NRI who



required the demised premises along with adjoining shop of Chander Parkash for setting up a showroom for sale and purchase of hosiery goods, Veer Chand Bhatia had appointed Vijay Bhatia as Special Power of Attorney vide attorney dated 27.01.2016 which was withdrawn, but the same does not operate as res-judicata. Rather, it makes out more a case in favour of the respondent to the effect that the earlier owner who desperately tried to evict the appellant having failed to do so for several years, sold the property in favour of the person who were already residing there and now, the new owners have filed the eviction petition for their own separate independent requirement, there relationship with the previous owner can be no ground to doubt their bonafide. In case titled as Ram Sewak and others versus Dr. Chakresh Kumar 2003 (1) RentLR 605, decided by the Hon'ble Madhya High Court wherein reference was also made to the judgment delivered by the Hon'ble Apex Court in case titled as **N.R. Narayan Swami versus B. Francis Jagan 2001(2) RCR (Rent) 169 (SC)**, was was filed by landlady for eviction for requirement of her grandson. The suit was dismissed by the Civil Court. Subsequently, the landlady bequeathed the premises to the grandson and the grandson filed suit for eviction. The Hon'ble Madhya Pradesh High Court, held that the subsequent suit was not bared by res-judicata as the bonafide requirement was a recurring cause of action. Likewise, in case titled as **Ram Krishna Jaiswal versus District Judge, Allahabad 1999 (2) RCR (Rent) 155**, in a case for eviction, tenant had taken the plea that the landlord had sold the property during the pendency of the suit. Plea of landlord was accepted and suit was dismissed. Subsequent purchaser filed fresh suit for eviction of tenant. In that situation. Hon'ble Allahabad High Court



held that the tenant could not raise the plea that the sale in favour of purchaser was defective. Similarly, in the present case, there is nothing to state that the sale deed in favour of the landlady was fraudulent or that her litigation was barred by res-judicata.

14. As regards plea of respondents that they never attorned in favour of the petitioner, since the petitioner had validly purchased the demised premises, attornment is automatic with the sale of the property to the purchaser. The purchaser becomes landlord entitled to file eviction petition against the tenant. Reference in this regard, may be made to the observations of the Hon'ble Rajasthan High Court in case titled as **Dev Kishan son of Uda Ram versus Nand Prakash son of Chandra Bhanji & Another 2016 (1) RCR (Rent) 118**. Further, in case titled as **Romesh Kumar @ Mesha versus Rama Kumari @ Rama Kunda 2010 (3) CivCC 875, the Hon'ble Punjab & Haryana High Court**, was pleased to held that owner is always the landlord, even if he/she fails to prove the relationship of landlord and tenant between the parties.
15. It was contended by counsel for respondents that the instant petition was bad for non-joinder of necessary parties as two daughters of Kimti Lal Kapoor namely Manju Gondi and Rajni Malhotra have not been impleaded as party in the present petition. Admittedly, the original tenant namely Kimti Lal Kapoor is no more. It is not in dispute that the aforementioned daughters of deceased tenant did not participate nor claimed interest in the tenancy affairs of the deceased or present respondents. By necessary implication, the said daughters had surrendered their tenancy rights inherited under the Act. Once that is found to be so, their non-impleadment as respondents does not vitiate the action. Rent was being paid by the present respondents to the erstwhile



landlord. The said daughters do not have any direct relationship with the landlord. My this view stands supported by the observations made by the Hon'ble Supreme of India in case titled as **Smt. Rani Devi versus Bhole Nath 1992 (1) RCR (Rent) 16.**

14. Both the Authorities below failed to take into account the crucial fact that it has been conclusively established on record that the disputed premises originally belonged to the petitioner's family. Dogar Mal, the petitioner's father-in-law, was the previous owner of a half share in the demised property, and it was he who inducted Kimati Lal, the predecessor-in-interest of the petitioners/tenants, as tenants over the said premises. Following the demise of Dogar Mal, the demised premises, along with other properties, was sold by the petitioner's husband, along with his siblings and co-owner Baldev Kishan, to Veer Chand Bhatia, as evidenced by the sale deed marked as Ex.P1. It is noteworthy that Veer Chand Bhatia is none other than the uncle of Vijay Bhatia, the petitioner's husband.

14.1. Furthermore, it was not considered that the control over the premises effectively remained with the petitioner's family. It is an admitted position that the petitioner continued to occupy the first-floor portion, while her son maintained possession of the second-floor portion of the demised premises. Additionally, her son was in possession of one shop out of the three shops situated on the ground floor. There is no evidence on record to suggest that any rent was paid to Veer Chand Bhatia after the property was sold to him by the petitioner's family under the sale deed Ex.P1. On the contrary, it came on record that Veer Chand Bhatia executed a power of attorney in favor of the petitioner's husband and subsequently filed



ejectment petitions seeking eviction of the petitioner-tenant on the grounds of bona fide necessity. Being an NRI, Veer Chand Bhatia sought to avail the beneficial provisions introduced under the Act for NRIs to secure the tenant's ejectment.

14.2. However, when leave to defend was granted to the petitioner/tenants, these ejectment petitions were withdrawn, and the property was subsequently transferred back to the petitioner's family through a sale deed marked as Ex.P3. Both Authorities below merely focused on the fact that the petitioner purchased the property from Veer Chand Bhatia but failed to consider the broader circumstances that led to the transfer of the property into Veer Chand Bhatia's name—a relative of the petitioner's family—and his subsequent filing of ejectment petitions under special provisions for NRIs, which were later withdrawn, followed by the re-transfer of the property to the petitioner's family.

14.3. This significant chain of events was completely overlooked, thereby leading to a misreading and misapplication of the evidence. The Authorities restricted their analysis to the sale transaction executed by Veer Chand Bhatia in favor of the petitioner, without adequately addressing the underlying facts and circumstances brought forth during the course of the proceedings.

15. Now, taking into account that the sale deed marked as Ex.P3 was executed in favor of the petitioner under the circumstances outlined above, it was incumbent upon both Authorities to thoroughly evaluate and appreciate the evidence on record concerning the authenticity of the sale



deed. In this context, the testimony of the petitioner, Gagandeep, holds significant importance.

15.1. Her cross-examination reveals that, although she admitted to running a boutique in the building since 2004, she appeared to feign ignorance regarding the sale deed executed by her husband, Vijay Kumar, along with other legal representatives of her late father-in-law Dogar Mal and the co-sharer Baldev Kishan, in favor of Veer Chand Bhatia. The relevant excerpt from her cross-examination is as follows:-

“I am running my boutique since 2004 in the same building I do not know if in 2005, Baldev Krishan my mother in law Sarla Devi, my husband Vijay Kumar and my sister in law had jointly sold the property in question to Sh. Vir Chand Bhatia.”

15.2. She further feigned lack of knowledge regarding whether the sale deed in favor of Veer Chand Bhatia was executed for valuable consideration or merely out of love and affection. The relevant excerpt from her cross-examination is as follows: -

“I do not know if my family members had sold the property in question to Vir Chand for actual sale consideration or transferred out of love.”

15.3. She has feigned ignorance with regard to the purpose with which the property was sold to Veer Chand Bhatia by her husband, the relevant portion of her cross-examination reads as under:-

“I do not know any reason why my husband had sold property in question of which demise shop is a part to Vir Chand Bhatia in 2005.”

15.4. She further deposed that she came to know from the market about intention of Veer Chand Bhatia selling the property and she came to



know about this fact 5/6 months prior to the execution of the sale-deed, the relevant portion of her cross-examination reads as under:-

“I came to know from the market that Vir Chand Bhatia is selling the property so thought of purchasing the same. I learnt about 5-6 months prior to the execution of my sale deed that Vir Chand Bhatia also sell the property in question.”

15.5. With regard to sale consideration she has stated that she has not bargained for the price and has agreed to pay the quoted price. The relevant portion of her cross-examination reads as under:-

“Vir Chand Bhatia had quoted the price of the property on which he wanted to sell the same. I did not bargain or negotiate on the rate and agreed to whatever rate he quoted.”

15.6. She further deposed that she was not intending to purchase any property in locality before she learned about property in question was on sale, the relevant portion of her cross-examination reads as under:-

“Prior to learning that property in question was on sale I did not intent to purchase any property in that locality.”

15.7. She was not aware about the rate prevalent in the market with regard to the property in question, the relevant portion of her cross-examination reads as under:-

“I do not know what was the rate prevalent when I learnt that the property was put up on sale. I cannot tell orally what was the rate prevailing at the time of execution of the sale deed.”



15.8. She further deposed that she paid the amount of sale consideration in cash, the relevant portion of her cross-examination reads as under:-

“I had paid cash amount to Vir Chand Bhatia for the purchase of the property in question.”

15.9. At subsequent place she deposed that she paid a cheque of ₹6 lac to Veer Chand Bhatia, the relevant portion of her cross-examination reads as under:-

“I paid a cheque of Rs.6 Lacs to Vir Chand Bhatia. I do not remember what was the balance in my account on 01.12.2017. I do not remember when the cheque was encashed.”

16. The entire cross-examination of the petitioner unequivocally reveals her lack of awareness regarding the sale consideration. She was oblivious to any sale transaction undertaken by her family in favor of Veer Chand Bhatia in 2005, despite occupying the first-floor portion of the property since 2004. One must question, *‘how could a person residing on the property remain unaware of a change in ownership executed by her own husband’?*

16.1. Moreover, according to the sale deed Ex.P3, the sale consideration was purportedly paid via cheque No. 029010 dated 06.12.2016 from Allahabad Bank, Ludhiana, whereas the sale deed itself was executed over a year later, on 12.12.2017. This discrepancy indicates that the payment was made well before the formal transfer of ownership. The petitioner’s own testimony contradicts this, as she stated she only became aware of Veer



Chand Bhatia's intention to sell the property 5 to 6 months prior to the execution of the sale deed. If that is the case, *'how could the consideration have been paid more than a year before the transaction'?*

16.2. Furthermore, the petitioner admitted that she did not negotiate the price and was unaware of the prevailing market rate, agreeing simply to pay the amount demanded by Veer Chand Bhatia. All these factors strongly indicate that the sale transaction was a "sham" designed to facilitate the eviction of the tenants. The initial failed attempts involved transferring the property to Veer Chand Bhatia via sale deed Ex.P1, followed by ejectment petitions filed on his behalf by the petitioner's husband. When those efforts failed, the property was reconveyed to the petitioner, who then initiated ejectment proceedings herself.

16.3. The findings of the authorities below demonstrate a clear misreading of the evidence, leading to the erroneous conclusion that the sale deed in favor of the petitioner was genuine and not a sham. However, the unaddressed evidence on record establishes beyond doubt that the sale deed in question is indeed a sham transaction. In light of these circumstances, the revision petitions filed by the petitioners are justified and deserve to succeed.

17. In view of the detailed discussion and observations made hereinabove, it is evident that the findings recorded by the learned Appellate Authority, Ludhiana suffer from material irregularity and are based upon a misreading and mis-appreciation of the evidence on record. Consequently, the impugned judgments and orders passed by the Appellate Authority, Ludhiana are hereby set aside. As a result, the present revision petitions preferred by the petitioners are allowed.



18. Since the principal matter has been adjudicated and a final decision has been rendered in the present revision petitions, all pending miscellaneous application(s), if any, which are ancillary or incidental to the main proceedings, shall also stand disposed of accordingly and require no separate adjudication.

19. Let xerox of this order be placed on the connected case file for ready reference and necessary compliance.

11.09.2025
Gaurav Sorot

(VIRINDER AGGARWAL)
JUDGE

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