



(119) IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of Decision: 11.05.2026

1. CR-2679-2026 (O&M)

VEENA SOBTI (SINCE DECEASED) THROUGH LR

...Petitioner

Vs.

HARVINOD SINGH WALIA

...Respondent

2. CR-3221-2026 (O&M)

SUCHA SINGH

...Petitioner

Vs.

HARVINOD SINGH WALIA

...Respondent

3. CR-2717-2026 (O&M)

DR. PAWAN KUMAR

...Petitioner

Vs.

HARVINOD SINGH WALIA

...Respondent

CORAM:- HON'BLE MR. JUSTICE VIRINDER AGGARWAL

Present: Mr. V. K. Sandhir, Advocate
for the petitioner(s).

VIRINDER AGGARWAL, J. (Oral)

1. The present revision petitions have been filed challenging the order dated 30.01.2020 passed by the learned Rent Controller, Amritsar, whereby the ejectment petitions instituted by the respondent seeking eviction of the petitioners from the demised shops were allowed on the ground of non-payment of rent. The respondent had sought ejectment in the capacity of a subsequent purchaser/co-owner of the property along with his wife. Challenge has also been laid to the judgments dated 22.01.2026 and 12.02.2026 passed by the learned Appellate Authority, Amritsar, whereby the appeals preferred by

the petitioners were dismissed and the order of eviction passed by the learned Rent Controller was affirmed.

2. Learned counsel for the petitioners contended that the respondent/landlord had instituted the ejectment petitions claiming himself to be the owner/landlord of the demised premises on the basis that Charanjit Kaur, the previous owner in possession, had sold the demised premises to one Subeg Singh vide registered sale deed dated 13.05.1993, and thereafter, in the year 2003, Subeg Singh transferred the said premises in favour of the respondent/petitioner. On the strength of the said transfer, it was claimed that the respondent/petitioner became entitled to recover rent from the petitioners/tenants and consequently stepped into the shoes of the landlord in respect of the demised premises. The ejectment petitions were filed primarily on the ground of non-payment of rent, alleging that the petitioners/tenants had failed to pay rent w.e.f. 13.09.1993 till the date of filing of the petitions. It was further alleged that the petitioners/tenants were also creating nuisance whenever the respondent/landlord demanded rent from them. The petitioners/tenants contested the ejectment petitions by filing written statements, wherein they specifically denied the existence of relationship of landlord and tenant between the parties. It was contended that the title of the respondent/petitioner over the demised premises was not clear and, therefore, he could not claim the status of landlord. The rate of rent as alleged by the respondent was also disputed, and according to the petitioners, the agreed rent was only Rs.100/- per month. After considering the pleadings and evidence led by the parties, the learned Rent Controller allowed the ejectment petitions.

The appeals preferred by the petitioners before the learned Appellate Authority

also came to be dismissed vide the impugned judgments. Aggrieved against the concurrent findings recorded by both the Courts below, the present revision petitions have been filed.

3. Learned counsel for the petitioners contended that both the authorities below have failed to properly appreciate the pleadings and evidence available on record and have returned findings based upon surmises and conjectures. It is argued that the impugned findings suffer from misreading of evidence and erroneous appreciation of material facts. Learned counsel for the petitioners further submits that the sale deed dated 20.09.2013, allegedly executed in favour of the respondent/landlord, has not been duly proved in accordance with law. It is contended that the witnesses examined by the respondent/landlord were unable to depose satisfactorily with regard to the payment of sale consideration, and even the scribe of the sale deed failed to properly identify the vendor from the photographs appended with the sale deed. It is further contended that the Will allegedly executed by Smt. Charanjit Kaur in favour of Pal Singh was also not proved in accordance with law and, therefore, no reliance could have been placed upon the same by the authorities below. Learned counsel has also argued that one Manish Kumar has independently set up a claim of ownership over the suit property, thereby creating a serious dispute regarding title and ownership of the demised premises. It is submitted that there was already pending litigation between the respondent/landlord and other persons concerning ownership rights over the property in question, and therefore the title of the respondent/landlord was itself clouded and uncertain.

4. On the strength of the aforesaid submissions, it is contended that the respondent/landlord failed to establish the essential relationship of landlord and tenant between the parties. However, despite the absence of clear and cogent evidence in this regard, both the authorities below erroneously recorded findings affirming such relationship and consequently allowed the ejectment petitions, which, according to the petitioners, is legally unsustainable.

5. I have gone through the findings recorded by both the authorities.

6. The learned Appellate Authority has categorically recorded a finding that Manish Kumar, while making a statement dated 14.03.2019 during withdrawal of his application under Order I Rule 10 CPC, specifically stated that he had no concern whatsoever with the property in question. He further admitted that the Will dated 03.09.1987 did not pertain to the suit property and that he was not claiming himself to be the owner thereof. Manish Kumar also admitted the execution and validity of the sale deed dated 20.09.2013 executed in favour of the respondent/landlord with respect to the demised premises. So far as the alleged claim of Mukhtiar Singh is concerned, the learned Appellate Authority noticed that Mukhtiar Singh was holding only 50 square feet share in the entire property on the basis of sale deed dated 28.07.1993. In his cross-examination, he admitted that the demised premises measured more than 100 square yards. He further admitted that he had never filed any suit challenging the sale deed executed in favour of the respondent/landlord. On the basis of the aforesaid evidence, the Appellate Authority rightly concluded that no cloud over the title of the respondent/landlord had been established.

7. The learned Appellate Authority further recorded a finding that the sale deed dated 20.09.2013 in favour of the respondent/landlord stood duly proved on record by examination of the marginal witness as well as the scribe of the document. Consequently, the respondent was rightly held to have acquired the status of landlord by operation of law within the meaning of Section 2(c) of the Punjab East Urban Rent Restriction Act. It was further rightly concluded that the respondent, being a subsequent purchaser of the suit property after induction of the petitioners as tenants, stepped into the shoes of the original landlord upon purchase of the property.

8. As regards the rate of rent, the learned Appellate Authority observed that although the respondent/landlord had alleged the rent to be Rs.800/- per month, he failed to substantiate the said plea by leading cogent evidence. Accordingly, the rate of rent as pleaded by the petitioners/tenants, namely Rs.100/- per month, was accepted. The authorities below have also rightly held that the burden to prove payment of rent was upon the petitioners/tenants. However, the petitioners failed to produce any evidence whatsoever to establish payment of rent. Rather, the consistent stand taken by them was complete denial of the relationship of landlord and tenant between the parties. In such circumstances, there was no occasion for the petitioners to establish payment of rent to the respondent/landlord. The learned Rent Controller was also rightly held not to be under any obligation to provisionally assess the rent, particularly in a case where the very relationship of landlord and tenant had been denied by the tenants themselves. Consequently, both the authorities below rightly concluded that the petitioners/tenants were in arrears of rent, having failed to pay rent @ Rs.100/- per month w.e.f. 13.09.1993.



9. In view of the concurrent findings of fact recorded by both the authorities below, which are based upon proper appreciation of pleadings and evidence available on record, this Court finds no illegality, perversity or infirmity in the impugned orders passed by the learned Appellate Authority warranting interference in exercise of revisional jurisdiction. Accordingly, finding no merit in the present revision petitions, the same are hereby dismissed.
10. All pending miscellaneous applications, if any, shall also stand disposed of.
11. A photocopy of the order be placed on the files of other connected cases.

(VIRINDER AGGARWAL)
JUDGE

11.05.2026
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Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No