

**CWP-14370-2026 (O&M)****-1-****IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH****142****CWP-14370-2026 (O&M)****Date of decision: 11.05.2026****Ram Gopal and another**

....Petitioners

Vs.

**Financial Commissioner, Revenue, Punjab
and others**

....Respondents

CORAM : HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Vijay Lath, Advocate and
Mr. Naveen Sharma, Advocate and
Mr. Ajay Dhiman, Advocate
for the petitioners.

Mr. Harpreet Singh, AAG, Punjab.

HARSH BUNGER J. (Oral)

1 Petition herein is, *inter alia*, seeking a writ in the nature of Certiorari, for setting aside the order dated 16.01.2020 (Annexure P-8) passed by learned Assistant Collector 1st Grade, Sri Anandpur Sahib; order dated 03.12.2020 (Annexure P-10) passed by learned Collector, Rupnagar and order dated 06.05.2025 (Annexure P-12) passed by learned Financial Commissioner, Punjab.

2. Briefly respondents No.4 to 6 herein filed an application in Form-L under Section 14(A)(1) of the Punjab Security of Land Tenures Act, 1953, seeking eviction of the petitioners from the land in question measuring 03 kanal - 02 marla comprised in khewat No.43/41, khasra No.2//18/1(03K-02M) situated at village Barari, Tehsil Sri Anandpur Sahib,



District Rupnagar, Punjab (as per jamabandi for the year 2015-16), on the following grounds:-

- (i) That the heirs of the original *Gair Marusi* Budhu son of Gainda are not paying rent continuously to the petitioners without any reason.
- (ii) That the aforesaid respondents have not paid the rent for the 6 crops i.e. from Sauni 2016 to Haari 2018 and this rent is pending towards them.
- (iii) That the tenants are not ploughing and sowing the disputed land properly without any reason, as is ploughing and sowing in the area.
- (iv) That the tenants are using this land carelessly, due to which they have not allowed this land to remain cultivable.

3. The present petitioners as well as the proforma respondents appeared in the aforesaid eviction proceedings and contested the same by filing their joint reply, *inter alia*, on the plea that the petitioners were regularly paying the *Batai Nisf* (half of the produce) to the respondents No.4 to 6 and prior to them, their predecessor-in-interest was paying the *batai* regularly, however, they did not issue any receipt to the petitioners. Another plea was taken by the petitioners that earlier the land was uneven and the petitioners have incurred lakhs of rupees in making the land fertile, therefore, it was prayed that respondents No.4 to 6 be directed to pay the aforesaid expenditures to the petitioners.

4. Respondents No.4 to 6 submitted their rejoinder to the reply submitted by the petitioners and the matter was fixed for evidence of the respondents No.4 to 6 herein, wherein they examined respondent No.4



(Pankaj Joshi) as AW-1; Sh.Surdarshan Kumar as AW-2 and one Sh. Deepak Rai as AW-3.

5. It transpires that learned Assistant Collector 1st Grade, Anandpur Sahib, upon consideration of the matter, vide order dated 16.01.2020 (Annexure P-8), ordered eviction of the petitioners from the land in question.

5.1 Feeling aggrieved against the order dated 16.01.2020 (Annexure P-8), the petitioners preferred an appeal before the learned Collector, Rupnagar, which was dismissed vide order dated 03.12.2020 (Annexure P-10).

5.2 Still aggrieved, petitioners preferred a revision before the learned Financial Commissioner, Punjab, which was also dismissed vide order dated 06.05.2025 (Annexure P-12),

6. In the aforementioned circumstances, present writ petition has been filed before this Court, for seeking relief(s), as noticed hereinabove.

7. Learned counsel appearing for the petitioners submits that the authorities below have erred in law and facts in passing the impugned orders on the following grounds:-

- (i) That the authorities below have not considered the fact that the petitioners are also the co-owners of the land in question to the extent of 01 kanal – 19 marla, however, even then the eviction order has been passed in respect of total 03 kanal - 02 marla area.
- (ii) That the learned Assistant Collector, has not afforded any opportunity to the petitioners to lead their evidence.



- (iii) That the petitioners have given the entire rent/*Batai Nisf* (half of the produce) to the private respondents, however it is the private respondents who did not issue any receipt to the petitioners. It is contended that the petitioners have been regularly paying the *Batai Nisf* (half of the produce) to the private respondents.
- (iv) That earlier the private respondents had filed an application for partition on land in question, which was dismissed vide order dated 11.03.2019 (Annexure P-15). It is contended that the petitioners are co-sharers in the land in question and therefore they cannot be evicted from the entire land.

7.1. With the aforesaid submissions, prayer has been made for setting aside the impugned orders.

8. I have heard the learned counsel for the petitioners and perused the paperbook with his able assistance.

9. As regards the first and fourth contention raised by the learned counsel for the petitioners that they are the co-owners of the land in question, therefore, the eviction order could not have been passed against the petitioners; a specific query was raised to learned counsel for the petitioners as to on which date and to what extent the petitioners acquired ownership rights in the land in question; however, learned counsel for the petitioners failed to respond to the same. The only response forthcoming was that petitioners had purchased only a part of total land measuring 03K-02M.

9.1 Hon'ble Supreme Court in "***Pramod Kumar Jaiswal v. Bibi Husn Bano***", 2005(1) RCR (Rent) 570; held as under:-

"17. Obviously, the taking of an assignment of a fraction of the reversion, or the rights of a co-owner landlord, does not and



cannot bring about a determination of the lease in terms of Section 111(d) of the Transfer of Property Act. That a lease is not extinguished because the lessee purchases a part of the reversion was laid down by the Privy Council in **Faquir Baksh v. Murli Dhar (58 Indian Appeals 75)**. Their Lordships after setting out the terms of Section 111 of the Transfer of Property Act quoted with approval the statement of the law made by the trial Court in that case that for a merger to take place, "The fusion of interests required by law is to be in respect of the whole of the property." This Court in **Badri Narain Jha and others v. Rameshwar Dayal Singh and others (1951 SCR 153)** held that if a lessor purchases the whole of the lessee's interest, the lease is extinguished by merger, but there can be no merger or extinction where one of several joint holders of the mokarrari interest purchases portion of the lakhraj interest. It was held that when there was no coalescence of the interest of the lessor and the lessee in the whole of the estate, there could be no determination of the lease by merger. We do not think that it is necessary to multiply authorities in the face of the plain language of the provision and the authoritative pronouncements of the Privy Council and of this Court referred to above. The position emerging from the relevant provision of the Transfer of Property Act is that the lease or tenancy does not get determined, by the tenant acquiring the rights of a co-owner landlord and a merger takes place and the lease gets determined only if the entire reversion or the entire rights of the landlord are purchased by the tenant..."

"33. xx xx xx. What is involved in the present case is the question whether on the acquisition of the rights of some of the co-owner landlords by the tenant, there is an extinguishment of the tenancy by merger as postulated by section 111(d) of the Transfer of Property Act. T. Lakshmipathi answers that question and with respect, answers that question correctly.

34. A plain and grammatical interpretation of section 111(d) of the Transfer of Property Act leaves no room for doubt that unless the interests of the lessee and that of the lessor in the whole of the property leased, become vested at the same time in one person in the same right, a determination of the lease cannot take place. On taking an assignment from some of the co-owner landlords, the interests of the lessee and the lessor in



the whole of the property do not become vested at the same time in one person in the same right. Therefore, a lessee who has taken assignment of the rights of a co-owner lessor, cannot successfully raise the plea of determination of tenancy on the ground of merger of his lessee's estate in that of the estate of the landlord. It is, thus, clear that there is no substance in the contention of the learned counsel for the appellants that in the case on hand, it should have been held that the tenancy stood determined and the application of the landlord for a direction to the tenant to deposit the rent in arrears should have been dismissed. The position of the appellants as tenants continue and they are bound to comply with the requirements of the Rent Control Act under which the order for deposit has been passed against them..."

9.2 Thus, mere acquisition of share of the tenanted property cannot absolve the petitioner from his liability to pay rent etc. to the landlord. Consequently, there is no merit in the plea that since petitioners have purchased a part of the suit property therefore they have become co-owners of suit property, accordingly no eviction order could have been passed against them. Resultantly, the first and fourth contention raised on behalf of the petitioners is hereby rejected.

10. As regards the second plea of the petitioners that they have not been afforded any opportunity to lead defence evidence, suffice it to say that learned counsel for the petitioners had cross-examined the witnesses of the private respondents on 12.12.2019 and thereafter, the matter was adjourned to 16.12.2019. On 16.12.2019 the matter was adjourned to 17.12.2019 and then to 23.12.2019, and thereafter to 09.01.2020 and ultimately the matter was adjourned to 16.01.2020, when the learned counsel for the petitioners addressed the final arguments before the learned Assistant Collector, and the order for eviction against the petitioners was pronounced.



10.1 From the perusal of the zimni orders as reproduced by the petitioners in para No.11 (ii), it is evident that after the evidence of the private respondents herein was closed on 12.12.2019, the matter was adjourned for at least 5 dates, however, on none of the dates, any prayer was made by the petitioners and/or their counsel that they intend to lead any evidence. The aforesaid factual position is not disputed by learned counsel for the petitioners before this Court.

10.2 In my considered view once the matter was pending before the learned Assistant Collector at the stage of evidence of the private respondents, which was closed on 12.12.2019, and thereafter despite the matter having being adjourned on 05 occasions, since no prayer was made by the petitioners and/or their counsel before the learned Assistant Collector, for leading defence evidence, now at this stage, after the passing of eviction order, the petitioners cannot be permitted to agitate that they have not been afforded any opportunity to lead defence evidence. The petitioners were very well aware of the case filed against them, and in case they wanted to controvert the stand of the private respondents and/or the evidence which was led against them, they were well within their rights to seek/claim leading of their defence evidence, which was never done by them, as also conceded before this Court by learned counsel for the petitioner. In view of the above, I see no merit in the second contention of the petitioners and the same is accordingly rejected.

11. As regards the third contention of the petitioners that they have been regularly paying the *Batai Nisf* (half of the produce) to the private



respondents, however, it is the private respondents who never issued any receipt thereof, suffice it to say that if the petitioners were aggrieved against the non-issuance of receipt by the private respondents, then the petitioners were well within their right to approach the concerned Assistant Collector under Section 14-A(iii) of the Punjab Security of Land Tenure Act 1953, which reads as under:-

“14-A. Procedure for ejectment and recovery of arrears of rents etc.-Notwithstanding anything to the contrary contained in any other law for the time being in force, and subject to the provisions of section 9-A,-

(i) a land-owner desiring to eject a tenant under this Act shall apply in writing to the Assistant Collector, First Grade, having jurisdiction, who shall thereafter proceed as provided for in subsection (2) of section 10 of this Act, and the provisions of subsection (3) of the said section shall also apply in relation to such application, provided that the tenant's rights to compensation, and acquisition of occupancy rights, if any, under the Punjab Tenancy Act, 1887 (XVI of 1887), shall not be affected;

(ii) a land-owner desiring to recover arrears of rent from a tenant shall apply in writing to the Assistant Collector, Second Grade, having jurisdiction, who shall thereupon send a notice, in the form prescribed, to the tenant either to deposit the rent or value thereof, if payable in kind, or give proof of having paid it or of the fact that he is not liable to pay the whole or part of the rent, or of the fact of the landlord's refusal to receive the same or to give a receipt, within the period specified in the notice. Where, after summary determination, as



provided for in sub-section (2) of section 10 of this Act, the Assistant Collector finds that the tenant has not paid or deposited the rent, he shall eject the tenant summarily and put the land-owner in possession of the land concerned;

(iii) (a) if a landlord refuses to accept rent from his tenant or demands rent in excess of what he is entitled to under this Act, or refuses to give a receipt, the tenant may in writing inform the Assistant Collector, Second Grade, having jurisdiction of the fact,

(b) on receiving such application, the Assistant Collector shall by a written notice require the landlord to accept the rent payable in accordance with this Act, or to give a receipt, as the case may be, or both, within 60 days of the receipt of the notice.”

11.1 Evidently, the petitioners have not adopted the aforesaid course. Even otherwise, the petitioners have not led any evidence in support of their claim that they had regularly paid the *Batai Nisf* to the private respondents; and accordingly, the learned Assistant Collector directed the eviction of the petitioners by holding as under:-

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After careful perusal of pleading and docuemnts on record and hearing the arguments of the counsels of both the parties, I have come to the conclusion that the arguments of the counsel of the respondents has no merits, because they have not paid the rent to the owners for the last 6 crops from Souni 2016 to Souni 2018. The respondents party has submitted in their written statement that they have been paying rent to the petitioners in the presence of witnesses Pawan Kumar son of Tarsem Lal and Kansi Ram son of Keeru Ram, but they have not produced their witnesses in this court, who may have deposed



that the respondents have paid the rent to the applicants for the Souni 2016 to Souni 2018. In this regard, the decision given by the Hon'ble Supreme Court of India in the case of "Mrs. Raj Kanta versus Financial Commissioner, Punjab and Another" dated 07-05-1980, 1980 PLJ Page No 346 to 351 and the Financial Commissioner, Punjab has given the ruling in the case of "Ruldu vs Smt. Chandrawati" 2009 (2) RCR Page No 810 that as per provisions of Section 14 (1) & 9 (1) (ii) Punjab Security of Land Tenures Act 1953, if the tenant fails to pay even for a single crop rent, there is no legal bar to eviction. The above said rulings are fully applicable to the present case, even in the present case the respondents have not produced any receipt of payment of rent. Therefore, the eviction of the respondents from the disputed land is ordered and the respondents party is directed to hand over the vacant possession of the disputed land to the applicants party after the expiry of the time for appeal. In case of non-compliance with this order, the eviction of the respondents party will be done by issuing a warrant of possession as per the rules. The order was pronounced. The case file should be consigned in the record room after due compliance."

11.2 The aforesaid eviction order has been further affirmed by the learned Collector, Rupnagar vide order dated 03.12.2020 (Annexure P-10) and also by the learned Financial Commissioner, Punjab vide order dated 06.05.2025 (Annexure P-12), by observing as under:-

"6. I have heard the arguments advanced by Ld. counsels for the parties and have perused the documents available on file. The proceedings were initiated by respondent no.1 to 3 under Rule 22 of the Punjab Security and Land Tenure Rules 1956 read with Section 14A(1) of the Punjab Security of Land Tenure Act 1953 for eviction of the petitioners on the ground of non



payment of rent. The petitioners were duly served and appeared through counsel. The written statement was submitted and the proceedings remained pending from 18.03.2019 to 16.01.2020. The order passed by the Assistant Collector 1st Grade clearly reflects that opportunity of hearing was granted. Participation by the petitioners through their counsels is not in dispute. It is evident from the record that the petitioners failed to produce any receipt or other documentary evidence to support the arguments that rent had been paid. The provisions of Section 14A(iii) of the Punjab Security of Land Tenure Act 1953 clearly provide that in case receipts are not issued the tenant may deposit the rent before the competent authority. No such step was taken by the petitioners at any stage of the proceedings. The finding recorded by the Assistant Collector 1st Grade that rent remained unpaid for 6 crops from Sauni 2016 to Sauni 2018 has been affirmed by the Collector. There is no material to dispute the same. The arguments that the petitioners were co-sharers in the land has also been examined. The entries in the revenue record show Budhu as gair marusi and the petitioners have stepped into the same after his death. The application for partition filed by the petitioners had already been dismissed on 11.03.2018 and the same was never challenged. As such, the status of the petitioners remains that of a tenant as per record. The argument regarding co sharers has not been taken in the written statement before the Assistant Collector 1st Grade and has been raised for the first time in the present proceedings. The plea that eviction was ordered without specifying the rent or default period is also not acceptable. Specific reference to crops from Sauni 2016 to Sauni 2018 has been made and default has been proved. The Collector has rightly affirmed the findings and passed a detailed order on 03.12.2020. The petitioners have failed to discharge the onus



showing that rent had been paid regularly or that there existed any sufficient reason for non payment. No step under Section 14A(iii) was taken. The petitioners were aware of the rent and default period and still did not deposit the rent before the authority. On the other hand, the landowners led evidence and remained consistent in their stand. As per law laid down by the Hon'ble Supreme Court in Raj Kanta versus Financial Commissioner Punjab 1980 AIR SC 1464 and followed by the Hon'ble High Court in Ranjit Singh and another versus Financial Commissioner Haryana Revenue Department and others 2015 (1) RCR (Civil) 688 even a single default without sufficient cause gives a ground for eviction. The orders passed by the authorities below are in accordance with law and no infirmity has been found.

7. Resultantly, the revision petition is dismissed and order dated 03.12.2020 passed by Collector-cum-ADC, Roopnagar and order dated 16.01.2020 passed by Sub Divisional Magistrate-cum-Assistant Collector Ist Grade, Shri Anandpur Sahib are hereby upheld. Copy of this order be communicated to the court below. After compliance file be consigned to the record room.”

11.3 I have gone through the above-extracted observations made by the learned Financial Commissioner and in the attending circumstances of this case, I see no reason to differ from the same. Accordingly, the third contention raised on behalf of petitioners is also found to be without any merit and the same is also rejected.

12. In view of the discussion, the instant writ petition fails and the same is accordingly **dismissed**.

13.

All the pending application(s), if any, shall also stand closed.

11.05.2026

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(HARSH BUNGER)
JUDGE

Whether speaking/reasoned:

Whether reportable:

Yes/No

Yes/No