



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

115

RSA-4174-2016 (O&M)

Date of decision : 13.01.2026

M/s. Jay Auto Components Ltd.**..... Appellant**

versus

Satpal Saini and others**..... Respondents****CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN**

Present: Mr. Kaushal Gautam, Advocate
for the appellant (through V.C.).

Mr. Sunil Chadha, Senior Advocate with
Mr. Gurkirat Singh Brar, Advocate
Mr. Gurmandeep Singh Sullar, Advocate
Ms. Taanvi Dhull, Advocate and
Mr. Deveki Anand Sullar, Advocate
for respondent No.1.

PANKAJ JAIN, J. (Oral)

1. Defendant is in second appeal.
2. Plaintiff filed suit seeking decree of separate possession by way of partition by metes and bounds.
3. As per the plaint, plaintiff claimed himself to be co-owner in possession of gair mumkin land to the extent of 327/2020 share in the land detailed out in the plaint. As per plaintiff, the co-sharers are in occupation of parts of joint land disproportionate to their actual holding. The land is gair mumkin land, which has not been partitioned by actual metes and bounds till date. The parties continuously fight which causes hindrance in peaceful use and enjoyment of the land. The plaintiff does not want to remain joint with defendants and wants that his 327/2020



share be separated by metes and bounds.

4. Suit was contested by defendant No.1-appellant claiming that he purchased 500 sq. yards of land from M/s. Peshawar Soap and Chemicals Pvt. Ltd. vide registered sale deed dated 30.07.2007. Exclusive possession thereof was delivered to him. After purchasing the land, defendant raised construction spending several crores of rupees and has established a manufacturing unit. The land already stands partitioned and all the co-sharers are in established possession of their respective share. The suit being barred by time deserves to be dismissed.

5. Suit filed by the plaintiff was put to trial by the Court of First Instance framing following issues:-

“1) Whether the plaintiff is co-owner in possession of Gair Munkin land of 327/2020 share in the land fully detailed in para No.1 of the plaint vide sale deed dated 10.01.2007 and mutation No.7689 dated 16.01.2007. OPP.

2) Whether the plaintiff is entitled for a decree for separate possession by partitioned by actually metes and bounds separating 327/2020 share of the plaintiff. OPP

3) Whether the plaintiff is entitled for a decree for permanent injunction restraining the defendants from alienating and specific portion without getting the suit land partitioned and from changing the nature of the suit land, construction. OPP.

4) Whether the suit of plaintiff is not maintainable and is liability set aside. OPD

5) Whether the suit of the plaintiff is false and frivolous etc and does not disclose any cause of action. OPD

6) Whether the plaintiff is stopped from filing the present suit by its own acts, conducts, admission etc. OPD

7) Relief.”

6. The Court of First Instance found that even though



defendant No.1 claimed partition, yet failed to prove the same. Holding that the land is still joint, the Court of First Instance decreed the suit and passed preliminary decree.

7. In appeal preferred by defendant No.1, the findings recorded by the Court of First instance stand affirmed.

8. Learned counsel for the appellant has assailed the findings recorded by the Courts below. He submits that from the cross-examination of the plaintiff, it is evident that all the co-sharers are in exclusive possession of their respective share of the land. The appellant purchased specific share of the land and was put in possession thereof by his predecessor-in-interest. In the earlier *lis*, Local Commissioner was appointed who in his report Ex.D8 proved possession of the vendor of defendant No.1 on a specific portion of land. The Courts thus erred in holding the land to be joint.

9. *Per contra*, senior counsel appearing for the respondents submits that even if the appellant has purchased specific portion of land out of the joint holding, he cannot claim ownership of specific portion of land. Vendee of a specific portion of land from the joint holding becomes co-sharer in the joint holding and cannot be held to be exclusive owner of the share purchased. Reliance is being placed upon ratio of law laid down by Full bench of this Court in ***Bhartu vs. Ram Swarup***, reported as ***1981 PLJ 204***.

10. I have heard counsel for the parties and have carefully gone through the records of the case.

11. Plaintiff claims to be co-sharer in the joint suit land.

Defendant No.1-the apparent claims prior partition. Once defendant



claimed prior partition, onus shifted upon defendant to prove the same. The mere fact that the co-sharers are enjoying land being in possession of different parcels under arrangement does not lead to inference that the land has been partitioned. The precise question regarding status of a vendee purchasing specific portion of land out of the joint holding has been answered by Full Bench of this Court in ***Ram Chander vs. Bhim Singh and others, reported as 2008(3) RCR (Civil) 685***, observing as under:-

“17. In order to lend weight to our conclusions, we draw upon the observations of a Division Bench judgment of this Court, relied upon and referred to in both the Full Bench Judgments, that we are called upon to interpret. While considering the nature of joint property and the *inter se* rights and liabilities of co-sharers, a Division Bench in ***Sant Ram Nagina Ram v. Daya Ram Nagina Ram, AIR 1961 Punjab 528*** set out in detail the *inter-se* rights and liabilities of co-sharers in the following terms:-

- “(1) A co-owner has an interest in the whole property and also in every parcel of it.
- (2) Possession of the joint property by one co-owner is in the eye of law, possession of all even if all but one are actually out of possession.
- (3) A mere occupation of a larger portion or even of an entire joint property does not necessarily amount to ouster as the possession of one is deemed to be on behalf of all.
- (4) The above rule admits of an exception when there is ouster of a co-owner by another. But in order to negative the presumption of joint possession on behalf of all, on the ground of ouster, the possession, of a co-owner must not only be exclusive but also hostile to the knowledge of the other, as, when a co-owner openly asserts his own title and denies that of the other.
- (5) Passage of time does not extinguish the right of the co-owner who has been out of possession of the



joint property except in the event of ouster or abandonment.

(6) Every co-owner has a right to use the joint property in a husband like manner not inconsistent with similar rights of other co-owners.

(7) Where a co-owner is in possession of separate parcels under an arrangement consented to by the other co-owners, it is not open to any one to disturb the arrangement without the consent of others except by filing a suit for partition.”

18. It is, therefore, apparent that a co-owner has an interest in the entire property and also in every parcel of the joint land. When a co-sharer alienates his share or a part thereof in the joint holding what he brings forth for sale is what he owns i.e. a joint undivided interest in the joint property. A sale, therefore, of land from a specific khasra/kill number, forming part of a specific rectangle number, but being a part of a joint khewat, would, in view of the nature of the rights conferred upon a co-sharer, be deemed to be the sale of a share from the joint khewat and such a vendee would be deemed to be a co-owner/co-sharer in the entire joint khewat, irrespective of the artificial divisions of the joint land into different rectangles, khasra and killa numbers.

19. Another attribute of joint property is that where a co-owner in possession of a specific portion of the joint holding and recorded as such in the revenue record, transfers any right, title or interest, from the portion in his specific possession, his vendee would be entitled to protect the portion so transferred, without, however, asserting exclusive ownership to the portion so transferred and possessed, till such time as the joint estate is not partitioned.

20. In order to place our above conclusion in perspective, we deem it appropriate to reproduce a paragraph from the judgment in **Bhartu v. Ram Sarup's** case (supra) that succinctly explains our opinion, as under :-

"6. Take another example where 'A' and 'B' jointly own a khewat in equal shares measuring 200 bighas. 'B' is in separate possession of 100 bighas of land comprised of specific khasra numbers and transfers it to 'C'. This is not



disputed that in spite of this sale, 'A' continues to be a co-sharer in the land transferred by 'B'. If that is so how can it be disputed that 'C' would necessarily be a co-sharer in the remaining 100 bighas of land in possession of 'A' as otherwise it would mean that 'A' is exclusively owner of 100 bighas of land in his possession and also a co-sharer with 'C' in the remaining 100 bighas which obviously is not possible. The matter can further be illustrated by another example. 'A' and 'B' are co-sharers in the joint khewat, say of 100 bighas of land in equal shares. 'B' who is in exclusive possession of land measuring 40 bighas of land comprised of khasra Nos. 1, 2, 3 and 4 transfers two khasra numbers, that is, 1 and 2, measuring 20 bighas to 'C' specifically stating in the deed that he is in possession of these khasra numbers as a co-sharer and is transferring his interest as such. Can it be said on these facts that 'C' has purchased anything except a co-sharer's interest in khasra Nos. 1 and 2 in spite of the fact that the sale is of specific numbers and of the specified area. The answer obviously would be in the negative and if so then the sale is obviously of a share by the co-sharer out of the joint land and nothing else."

21. As a result of the above discussion, we express our complete agreement with the opinion, recorded in the Full Bench in Bhartu v. Ram Sarup's case (supra) and are sanguine in our understanding of the law so as to hold that the Full Bench judgment in Lachhman Singh's case (supra) does not lay down the correct position in law, as while considering the rights of a vendor/co-sharer, flowing from his status as a co-sharer/joint owner, the Full Bench in Lachhman Singh's case (supra) disregarded the nature of joint property and the status of joint owners, and placed undue significance upon artificial divisions of land, made by revenue authorities intended to identify land, namely: rectangle numbers, killa/khasra numbers etc.

22. Revenue entries reflect the rights of the parties as opposed to conferring rights and raise rebuttable presumptions as to their correctness. They reflect an existing state of affairs, namely, an existing title or a state of possession. Entries in revenue records neither confer nor deprive a person of his title, whether joint or separate. Rectangle numbers and Killa



numbers are revenue measures, used by revenue authorities to identify and describe fields that constitute the ownership of a land owner. A holding may be divided into different Khewats, Khataunis, rectangles and killas/khasras all bearing different numbers. Where parties are joint owners or co-sharers, the land would comprise of a Khewat or khewats, different khataunis, rectangles and/or khasra/killla numbers. Thus, where a group of land owners holds land in joint ownership and are reflected as owners in common of the khewat, commonly known as the joint khewat, they would continue to remain owners in possession of the land, though described as being situated in different khataunis, rectangles and khasra killa numbers. Division of land into different rectangles, khasra or killa numbers does not alter the nature of property held in common or the rights of co-sharers flowing therefrom. The Full Bench in Lachhman Singh's case (supra), disregarded the nature of joint property and by placing undue reliance upon artificial divisions of land meant to identify land, erred while holding that a vendee, who purchases land from a joint khewat by reference to specific rectangles and khasra numbers, does not become a co-sharer in the entire joint khewat.”

12. In view of the aforesaid position of law and the fact that the defendant-appellant failed to prove prior partition of the joint land, this Court finds no reason to interfere in the well reasoned findings recorded by the Courts below.

13. Finding no merits in the present appeal, the same is ordered to be dismissed.

14. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(PANKAJ JAIN)
JUDGE

13.01.2026

Dinesh

Whether speaking/reasoned :
Whether Reportable :

Yes
No