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

**CR-7115-2018 (O&M)
Date of Decision: 07.08.2025**

Balak Singh @ Soni

...Petitioner

VERSUS

Jagmohan Singh

...Respondent

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present: Mr.Himanshu Chhabra, Advocate
for the petitioner.

Mr. Kunal Dawar, Advocate &
Mr. Amrainder Singh, Advocate
for the respondent.

HARKESH MANUJA, J. (ORAL)

By way of present revision petition, prayer has been made for setting aside the decisions dated 20.02.2018 and 29.08.2018 passed by the Authorities below; whereby an eviction petition filed at the instance of respondent/ landlord qua the demised shop stands allowed.

2. Briefly stating, the respondent filed an ejectment petition against petitioner-tenant having invoked Section 13 of the East Punjab Urban Rent Restriction Act, 1949, for short 'the 1949 Act', while claiming himself to be the owner-landlord of demised shop located at Salho Majra Road, Near Purani Tehsil, Chamkaur Sahib, District Rupnagar, pleading therein that the petitioner was inducted as a tenant over the same on 19.05.2011 at the rate of Rs.1200 per month as rent with an



agreed enhancement of 15% per year. It was further pleaded that the petitioner- tenant had failed to pay the arrears of rent from 01.08.2012 to 31.05.2013 @ Rs.1380/- per month and from 01.06.2013 to 31.05.2014 @ Rs.1587/- per month, besides dues towards rent @ Rs.1825/- per month from 01.06.2014 to 31.01.2015 and thus was liable to be evicted.

3. In response, the petitioner raised objection with respect to the maintainability of the eviction petition while stating that there was no relationship of landlord and tenant between the parties and thus, the learned Rent Controller was having no jurisdiction to entertain the eviction petition.

4. Learned Rent Controller vide decision dated 20.02.2018 recorded that the respondent/ landlord was able to establish relationship of landlord and tenant with the petitioner and further it was also proved that the petitioner was in arrears of rent and as such allowed the eviction petition.

5. Aggrieved thereof, the petitioner filed first appeal, however, the same also came to be dismissed vide order dated 29.08.2018 passed by the Appellate Authority at Rupnagar. Hence the present revision petition.

6. The short point raised on behalf of the petitioner is that there was no evidence on record to prove the relationship of landlord and tenant between the parties.

6.1. Impugning the aforementioned decisions, learned counsel for the petitioner submits that no reliance could have been placed upon



by the Courts below on the rent deed dated 19.05.2011 executed for a period of two years as the same was an unregistered document and as such was not to be relied upon so as to establish the landlord-tenant relationship between the parties and therefore, the eviction petition filed at the instance of the respondent was liable to be dismissed; the learned Rent Authorities under the 1949 Act having no jurisdiction to adjudicate upon the same.

7. On the other hand, learned counsel for the respondent submits that even if the document Ex.P1 i.e. rent deed dated 19.05.2011 was an unregistered document, the same was rightly relied upon by the learned Appellate Authority for collateral purposes. He further submits that there was ample evidence available on record to establish the relationship between the parties as that of landlord and tenant through the depositions of landlord himself who appeared as AW1 and the witness to the rent deed, namely, Jagtar Singh -AW2 and thus, the eviction petition was rightly allowed by the authorities below.

8. I have heard learned counsel for the parties and gone through the paper-book. For the purpose of dealing with the plea raised on behalf of petitioner regarding admissibility of rent deed Ex.P1 as a piece of evidence and also its relevance for collateral purposes, it may be necessary to examine Sections 17 & 49 of the Registration Act, 1908 and the same are reproduced hereunder:-

“Section 17. Documents of which registration is compulsory.



- (1) *The following documents shall be registered, if the property to which they relate is situate in a district in which, and if they have been executed on or after the date on which, Act XVI of 1864, or the Indian Registration Act, 1866, or the Indian Registration Act, 1871, or the Indian Registration Act, 1877, or this Act came or comes into force, namely,*
- (a) *instruments of gift of immovable property;*
 - (b) *other non-testamentary instruments which purport or operate to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property;*
 - (c) *non-testamentary instruments which acknowledge the receipt or payment of any consideration on account of the creation, declaration, assignment, limitation or extinction of any such right, title or interest; and*
 - (d) ***leases of immovable property from year to year, or for any term exceeding one year, or reserving a yearly rent;***
 - (e) *[non-testamentary instruments transferring or assigning any decree or order of a Court or any award when such decree or order or award purports or operates to create, declare, assign, limit or extinguish, whether in present or in future, any right, title or interest, whether vested or contingent, of the value of one hundred rupees and upwards, to or in immovable property:]*

Provided that the [State Government] may, by order published in the [Official Gazette], exempt from the operation of this sub-section any lease executed in any district, or part of a district, the terms granted by which



do not exceed five years and the annual rents reserved by which do not exceed fifty rupees.

[(1-A) The documents containing contracts to transfer for consideration, any immovable property for the purpose of section 53-A of the Transfer of Property Act, 1882, shall be registered if they have been executed on or after the commencement of the Registration and Other Related Laws (Amendment) Act, 2001, and if such documents are not registered on or after such commencement then, they shall have no effect for the purposes of the said section 53-A.] [Inserted by Act 48 of 2001, Section 3 (w.e.f. 24.9.2001).]

- (2) Nothing in clauses (b) and (c) of sub-section (1) applies to*
- (i) any composition deed; or*
 - (ii) any instrument relating to shares in a joint stock Company, notwithstanding that the assets of such company consist in whole or in part of immovable property; or*
 - (iii) any debenture issued by any such company and not creating, declaring, assigning, limiting or extinguishing any right, title or interest, to or in immovable property except in so far as it entitles the holder to the security afforded by a registered instrument whereby the company has mortgaged, conveyed or otherwise transferred the whole or part of its immovable property or any interest therein to trustees upon trust for the benefit of the holders of such debentures; or*
 - (iv) any endorsement upon or transfer of any debenture issued by any such company; or*
 - (v) [any document other than the documents specified in sub-section (1-A)] not itself creating, declaring, assigning, limiting or extinguishing any right, title or interest of the value of one hundred rupees and*



- upwards to or in immovable property, but merely creating a right to obtain another document which will, when executed, create, declare, assign, limit or extinguish any such right, title or interest; or*
- (vi) any decree or order of a Court [except a decree or order expressed to be made on a compromise and comprising immovable property other than that which is the subject-matter of the suit or proceeding]; or*
 - (vii) any grant of immovable property by the [Government] ; or*
 - (viii) any instrument of partition made by a Revenue Officer; or*
 - (ix) any order granting a loan or instrument of collateral security granted under the Land Improvement Act, 1871, or the Land Improvement Loans Act, 1883; or*
 - (x) any order granting a loan under the Agriculturists Loans Act, 1884, or instrument for securing the repayment of a loan made under that Act; or*
 - [(x-a) any order made under the Charitable Endowments Act, 1890, vesting any property in a Treasurer of Charitable Endowments or divesting any such Treasurer of any property; or]*
 - (xi) any endorsement on a mortgage-deed acknowledging the payment of the whole or any part of the mortgage-money, and any other receipt for payment of money due under a mortgage when the receipt does not purport to extinguish the mortgage; or*
 - (xii) any certificate of sale granted to the purchaser of any property sold by public auction by a Civil or Revenue Officer.*

A document purporting or operating to effect a contract for the sale of immovable property shall not be deemed to require or ever to have required registration by reason only of the fact that such document contains a



recital of the payment of any earnest money or of the whole or any part of the purchase money.]

- (3) *Authorities to adopt a son, executed after the first day of January, 1872, and not conferred by a will, shall also be registered.*

Section 49:- Effect of non-registration of documents required to be registered.- No document required by section 17 [or by any provision of the Transfer of Property Act, 1882 (4 of 1882),] to be registered shall—

- (a) *affect any immovable property comprised therein, or*
- (b) *confer any power to adopt, or*
- (c) *be received as evidence of any transaction affecting such property or conferring such power, unless it has been registered:*

[Provided that an unregistered document affecting immovable property and required by this Act, or the Transfer of Property Act, 1882 (4 of 1882), to be registered may be received as evidence of a contract in a suit for specific performance under Chapter II of the Specific Relief Act, 1877 (3 of 1877) or as evidence of any collateral transaction not required to be effected by registered instrument.” (emphasis supplied)

9. Further, it would be essential to take note of the exposition of law on the aforementioned issue by the Hon’ble Apex Court in the following decisions:-

- i) **Satish Chand Makhan and ors. Vs. Goverdhan Das Byas and ors.;** (1984) 1 SCC 369;
- ii) **Anthony Vs. K.C. Ittoop and sons and ors.;** (2000) 6 SCC 394;



- iii) ***Charanjit Lal Mehra and ors. Vs. Kamal Saroj Mahajan (SMT.) and anr.;*** (2005) 11 SCC 279;
- iv) ***K.B . Saha and sons Pvt. Ltd. Vs. Development Consultant Ltd.;*** (2008) 8 SCC 564;
- v) ***Ahmed Saheb (Dead) by LRs. And ors. Vs. Sayed Ismail with Shaikh Ahmed S/o S.K. Mehtab (Dead) by LRs. Vs. Mohd. Ismail S/o Syhed Sahib;*** (2012) 8 SCC 516;
- vi) ***Park Street Properties Pvt. Ltd. Vs. Dipak Kumar Singh and anr.;*** (2016) 9 SCC 268;
- vii) ***Bevoke Properties Pvt. Ltd. Vs. Dipale Kumar Singh and anr.;***(2020) 11 SCC 782;
- viii) ***Paul Rubber Industries Pvt. Ltd. Vs. Amit Chand Mitra;*** 2023 INSC 854.

10. Upon thorough examination of the abovementioned decisions rendered by the Hon'ble Apex Court, it becomes evident that any rent deed that necessitates registration under Section 17(1)(d) of the Registration Act of 1908 is inadmissible as evidence in terms of Section 49(c) of the same statute. However, the same can be considered and relied upon for collateral purposes.

Furthermore, the terms of a rent or lease deed do not constitute collateral purpose. The nature and character of possession are solely to be regarded as collateral, provided that the same does not constitute the primary term of the lease or the main dispute for adjudication by the Court.

In an eviction petition involving such unregistered rent deed, the factum of possession over the subject property can merely be considered collateral, however, wherever the nature of possession



is the primary dispute, it must be proven through other independent evidence. This implies that in the absence of a registered instrument, the Court is not precluded from determining the factum of tenancy, its nature, and purpose based on other evidence available in the record. Even the admission made by a party in such proceedings, either in pleadings or oral depositions, regarding the nature of possession, rate of rent and arrears as the best evidence is not required to be corroborated and should not be disregarded.

11. Accordingly, after carefully examining the facts and circumstances of the present case, including the findings recorded by the authorities below based on the pronouncements of the Hon'ble Apex Court on the aforementioned legal position, in the humble opinion of this Court there is no need to interfere with the impugned decisions within its limited, revisional jurisdiction.

Relying upon the rent deed, Exhibit P1, for collateral purposes, regarding the factum of possession of the petitioner over the demised shop, coupled with his deposition as RW1, where he admitted himself to be in occupation thereof to run a tent house, and having appreciated the depositions made by the respondent-landlord himself as AW1 and Jagtar Singh AW2, who happened to be a witness to the rent deed, Exhibit P1 it has been proved to the extent that the petitioner was in occupation of the demised shop as a tenant under the respondent-landlord while running a tent house therein and was in arrears of rent.



12. Furthermore, particularly when the petitioner-tenant having admitted of running a tent house in the demised shop, failed to provide a satisfactory explanation or establish to the minimum as to in what capacity and under whom he was occupying the same, the findings of fact recorded by the authorities below are deemed to be accurate and valid especially when the ownership of the respondent-landlord over the demised shop was not specifically and categorically disputed and even otherwise, *prima facie* established through the judgment and decree dated 16.08.2002 (Ex.P2 & Ex.P3) on record.

13. In such circumstances, the Rent Authorities were well within their jurisdiction to adjudicate upon the eviction petition filed at the instance of respondent and rightly ordered eviction of petitioner from the demised shop being in arrears of rent. Accordingly, the present revision petition being devoid of merits is hereby dismissed.

14. Pending misc. application(s), if any, shall also stand disposed of.

07.08.2025
sanjay

(HARKESH MANUJA)
JUDGE

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|-----------------------------|--------|
| Whether speaking/reasoned ? | Yes/No |
| Whether Reportable ? | Yes/No |