



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

RSA No. 1132 of 2016 (O&M)

Date of Decision: 29.08.2025

Gram Panchayat of Village Apra, Tehsil Phillaur,
through its Sarpanch, Sh. Dinesh Kumar

..... Appellant

Versus

Gurpreet Singh and five others

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA

Present:- Ms. Sushma Chopra, Advocate
for the appellant-defendant No. 9.
(Through video-conferencing).

Mr. K.D.S. Sidhu, Advocate
for contesting respondent No. 1-plaintiff.

None for *pro forma* respondent Nos. 2 to 6-defendant(s).

HARKESH MANUJA, J.

Appellant-defendant No. 9 (Gram Panchayat, Village Apra, Tehsil Phillaur) is in appeal. Civil Suit No. 64/12, dated 04.08.2010 filed by respondent No. 1-plaintiff stood decreed by both the Courts below.

[2] For the sake of convenience, the parties are referred to as per their status in the Civil Suit.

[3] By way of present appeal, challenge has been laid to the judgment and decree dated 23.11.2015 passed by the Court of Additional District Judge, Jalandhar (**hereinafter to be referred as “First Appellate Court”**), whereby an appeal against the judgment and decree dated

23.02.2015 passed by the Court of Civil Judge (Junior Division), Phillaur **(hereinafter to be referred as “trial Court”)**, decreeing the suit for permanent injunction, instituted at the instance of respondent No.1-plaintiff, was dismissed; thereby affirming the judgment and decree passed by the trial Court.

[4] Briefly stating, the facts of the present case are that Punjab Wakf Board happened to be the owner of property in dispute marked as ABCDEF in the site plan. Vide allotment order No. 24/Lease-Urban/F. No. 2747/2009/2015 dated 31.05.2010, the property marked as ABCD in the site plan was allotted by Punjab Wakf Board in the name of respondent No. 1-plaintiff. The plaintiff deposited the donation, rent and other fees to Punjab Wakf Board vide receipts dated 09.07.2010, 23.04.2010, 09.07.2010 and also paid arrears of rent regarding the property till 28.02.2011, as such the plaintiff was having every right to use the property in dispute being allottee of the same. Property marked as CEDF shown in the site plan was mosque belonging to Punjab Wakf Board and the suit property was adjoining to Mosque. It was further pleaded that the defendants had no right or interest in the property in dispute and they stored the construction material near the suit property with intention to raise construction upon the same forcibly. Hence, the present suit was filed.

[5] Upon notice, defendant Nos. 1 to 5 and 7 appeared and made statements that they were having no concern with the disputed property as it was owned by defendant No. 9-Gram Panchayat, though, no written statement was filed on their behalf. Similar statement was also suffered by

defendant No. 8. Suit against defendant No.6 was dismissed as withdrawn.

[5.1] Defendant No.9 (appellant herein) appeared and filed written statement by raising preliminary objections that suit of plaintiff was liable to be dismissed for want of maintainability, locus standi and jurisdiction; the plaintiff was estopped by his own act and conduct from filing the present suit; the suit of the plaintiff was bad for mis-joinder and non-joinder of necessary parties; the site plan produced by the plaintiff was wrong and the suit was not properly signed and verified.

On merits, it was pleaded that Gram Panchayat, Apra, was owner in possession of the property in dispute and Panchayat had constructed shops in the suit property; Gram Panchayat was regularly receiving the rent from defendants No. 1 to 7 and other occupants being tenants. It was further pleaded that there was no khasra No. 84 min existing in the revenue record of village Apra and while denying other averments, prayer was made for dismissal of the suit.

[6] Replication to the written statement of defendant No. 9 was filed by respondent No. 1-plaintiff in which all the facts pleaded by defendant No. 9 in the written statement were denied and those pleaded in the plaint were reiterated. From the pleadings of the parties, the following issues were framed by learned trial Court:-

- “1. *Whether the plaintiff is entitled to permanent injunction as prayed for ? OPP*
2. *Whether the present suit is not maintainable ? OPD*
3. *Relief.”*

[7] The trial Court, vide its judgment and decree dated 23.02.2015, decreed the suit, filed at the instance of respondent No.1-

plaintiff, while deciding Issue Nos. 1 and 2 in favour of the plaintiff and against the defendants.

[8] Aggrieved thereof, the defendants filed the first appeal, which also came to be dismissed vide judgment and decree dated 23.11.2015 passed by the First Appellate Court. Hence, the present appeal.

[9] Impugning the aforesaid judgments and decrees dated 23.02.2015 and 23.11.2015 passed by both the Courts below, learned counsel for the appellant-defendant No. 9 (Gram Panchayat) submits that Gram Panchayat was the owner of property in dispute and was receiving rent regularly from its occupants being tenants, whereas the respondent-plaintiff claimed himself to be allottee of the same through the Waqf Board and the Waqf Board was the owner of the property in question as it was covered under Khasra No.84 min. She further submits that lease order dated 31.05.2010 (Ex.P1) produced by the witness of plaintiff, namely, Mohammad Iqbal (PW-1), was concerning some property in Phillaur and not at Village Apra and the identity of the suit property in comparison to the leased land was never established. Learned counsel further submits that the suit of the plaintiff was bad for mis-joinder and non-joinder of necessary parties and, therefore, liable to be dismissed.

No other argument has been raised on behalf of the appellant-defendant No. 9.

[10] After hearing learned counsel for the appellant and having gone through the paper-book / records, I am unable to find substance in the submission(s) made on behalf of the appellant-defendant No. 9.

[11] In the present appeal, appellant-defendant No. 9 is claiming the ownership of the property in dispute on the ground that appellant-defendant was regularly receiving rent from its occupants being tenants, but failed to produce any valid documentary evidence proving its ownership. On the other hand, on perusal of lease order (Ex.P1), it is revealed that khasra No. 84 min pertaining to the property which is mosque No. 40 having 311 square yards situated in Village Phillaur was leased out in favour of respondent-plaintiff vide lease order dated 31.05.2010 (Ex. P-3). Ex.P4 is the letter written by Estate Officer, Jalandhar to the Chief Executive Officer, Punjab Wakf Board, Chandigarh, which reveals that the suit property was earlier leased out to one Sh. Kulwinder Singh S/o Birbal Singh, who agreed to pay the rent upto 31.03.2010 and handed over the possession of the suit property through an affidavit by mutual consent in favour of the respondent-plaintiff. From entry of copy of register Ex.P-8, it reveals that the houses that there is Taur No.40 of 08 Marlas comprised in Khasra No. 84 min in Village Apra. The payment receipts Ex.P13 and Ex.P14, respectively show that respondent-plaintiff paid arrears of rent w.e.f. 01.04.2010 to 28.02.2011 and from 01.03.2011 to 29.02.2012 @ Rs.2500/- per month. In the receipts, it has been clearly mentioned that the property comprised in Khasra No.84 min is the property in dispute leased out to the respondent-plaintiff.

[12] So far as the contention of learned counsel for the appellant-defendant No. 9 that the suit was bad for mis-joinder and non-joinder of necessary parties is concerned, no evidence has been led by the appellant-

defendant on this aspect. However, DW2 Amarjit Singh, DW3 Dharam Pal and DW-5 Surjit Singh claimed that they were tenants in the property of Gram Panchayat and were having their shops (khokhas) in the suit property. The receipts Exs.D13 to D24 produced on record by these witnesses do not mention the description of the property regarding which the rent was paid by them. There is nothing on record to prove that property in dispute is comprised in khasra No.84, 84/1 and 84/2, rather on the contrary the respondent-plaintiff through cogent and convincing evidence, especially the demarcation report Exhibit P-7, has been able to prove his case to the effect that the disputed property forms part of Khasra No.84/min. DW5 Surjit Singh (defendant) himself admitted in his cross-examination that khasra No.84 min is the ownership of the Wakf Board. Further, the suit was simply for permanent injunction for restraining the appellant and other defendants themselves and also their party men, their relatives or their agents from changing the nature of the suit property by raising any kind of construction over the suit property, once the appellant-defendant himself failed to prove its ownership over the suit property, the plea of mis-joinder or non-joinder of necessary party was not made out.

[13] Accordingly, in view of the discussion made hereinabove, finding no illegality or perversity with the concurrent findings of fact recorded by the Courts below and there being no misreading or misinterpretation of either the pleadings or the evidence available on record; the present appeal, being devoid of merits, is hereby **dismissed**.

[14] Since, the main appeal has been decided / dismissed, no orders are required to be passed in the pending application(s) and the same shall stand disposed off.

August 29, 2025

'dk kamra'

**(HARKESH MANUJA)
JUDGE**

<i>Whether Speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>