



**CM-4904-CII-2025 in/and -1-
CR-61-2025**

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

(112)

**CM-4904-CII-2025 in/and
CR-61-2025
Date of decision: - 12.03.2025**

Ravinder Kumar Soni @ Ravi Soni

...Petitioner

Versus

Sonia @ Darshana Devi

....Respondent

CORAM : HON'BLE MR. JUSTICE VIKAS BAHL

Present:- Mr. Ravindra Jain, Advocate,
for the applicant-petitioner.

VIKAS BAHL, J. (ORAL)

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1. This is an application under Section 151 CPC for revival of the main revision petition.

2. For the reasons mentioned in the application, which are duly supported by an affidavit, the same is allowed and the order dated 19.02.2025 is recalled and the main revision petition is restored to its original number.

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1. Challenge in the present revision petition is to the order dated 30.08.2024 vide which the appeal filed by the respondent-landlady has been allowed and the judgment of the Rent Controller has been set



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aside and the petition filed by the respondent-landlady for ejectment of the present petitioner from Flat/H.No.1438/16, Phase-11, SAS Nagar Mohali has been allowed.

2. Learned counsel for the petitioner has submitted that in the present case, the Rent Controller had dismissed the eviction petition filed by the respondent on the ground of arrears of rent and had observed that there was no relationship of landlady and tenant between the parties. It is further submitted that the Rent Controller had come to the conclusion that the respondent-landlady was not able to prove that she had let out the premises in question to the present petitioner, as Mukhtiar Singh, in whose presence she had let out the premises, had not been examined. It is stated that the Rent Controller had also rightly taken into consideration the fact that the ejectment petition has been filed after much delay, inasmuch as, the respondent-landlady was claiming arrears of rent from October, 2004, whereas, the eviction petition was filed in the year 2015. It is further stated that there was an agreement to sell dated 02.12.2004 executed between the respondent and the present petitioner for sale of the property in question and an earnest money was also paid with respect to the same and the petitioner had taken the possession in December, 2004 in pursuance of the said agreement and hence she was not the landlady. It is argued that the said agreement, which is of the year 2004, was never challenged by the respondent-landlady in any Court of Law and thus, the respondent-landlady cannot raise a plea that the present petitioner was in possession of the property as a tenant. It is further argued that the



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judgment of the Rent Controller was passed after considering all the aspects and the judgment of the Appellate Authority reversing the same is illegal and deserves to be set aside and the eviction petition filed by the respondent deserves to be dismissed.

3. This Court has heard learned counsel for the petitioner and has perused the paper-book and is of the opinion that the judgment of the Appellate Authority dated 30.08.2024 is in accordance with law and deserves to be upheld and the present revision petition is meritless, deserves to be dismissed for the reasons mentioned hereinafter.

4. It is not in dispute that the respondent had filed the eviction petition on 03.10.2015 for ejection of the premises in question on the plea that the respondent had let out the premises to the present petitioner in the first week of July, 2004 @ Rs.1500/- per month (excluding electricity and water charges) and that the tenancy was oral and was followed by delivery of possession. It was further the case of the respondent-landlady that the rent from July, 2004 to October, 2004 had been paid but thereafter the petitioner stopped paying the rent. It was also pleaded that the civil suit filed by the present petitioner on the basis of an alleged agreement to sell was dismissed and the appeal filed by him was withdrawn on 27.08.2015. The eviction was sought on the ground that the present petitioner had not paid the rent @ Rs.1500/- per month from 01.11.2004 up to the date of the filing of the rent petition alongwith the property tax. The Rent Controller had dismissed the eviction petition but the Appellate Authority, vide a detailed judgment dated 30.08.2024, had



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allowed the same.

5. A perusal of the judgment of the Appellate Authority would show that it had been found by the Appellate Authority, after considering the entire evidence and documents on record, that there existed a relationship of tenant and landlady between the petitioner and the respondent. It was observed by the Appellate Authority that there was a difference between an owner and a landlady and a person may be a landlord without he being an owner and that the respondent landlady in support of her case, to the effect that there was a relationship between the petitioner and the respondent of a landlady and a tenant, had got herself examined as PW-1 and had reiterated the fact that the house in question was let out to the present petitioner in the first week of July, 2004 @ Rs.1500/- per month and the said tenancy was oral and was followed by delivery of possession. It was also noticed that PW-2 Ajay Thakur, who at the relevant time was residing in the vicinity, had fully supported the case of the respondent-landlady and had specifically deposed in his examination-in-chief that the present petitioner had been residing in the house in question since July, 2004 and that on the said aspect, there was no cross-examination and thus, the fact that the present petitioner had been residing in the house in dispute since July, 2004 was deemed to have been accepted by the present petitioner.

6. It was further observed by the Appellate Authority that the plea of the present petitioner, to the effect that he was in occupation of the premises in question in pursuance of the agreement to sell dated



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02.12.2004, was not even remotely proved, as the fact as to delivery of possession of the premises in question to the present petitioner was not mentioned in the said agreement. There was nothing to even remotely show that the possession was given at the time of the alleged agreement to sell. It would be relevant to note that a perusal of the alleged agreement to sell dated 02.12.2004, which has been annexed by the petitioner as Annexure P-1 alongwith the present petition, would show that in clause 4 of the said agreement, it had been stated that the physical possession of the house in question would be handed over at the time of full and final payment in 2005 and thus, the said clause completely falsifies the stand of the petitioner that the possession was handed over to the petitioner in December, 2004 in pursuance of the agreement to sell. It was noticed that the petitioner could not lead any evidence to even remotely establish as to where he was residing from July, 2004 to November, 2004. It was further noticed that although it was the case of the present petitioner and his witnesses that the possession of the house in dispute was handed over to him in December, 2004 in the presence of Bushan Kumar, but the said Bushan Kumar had not been examined and that the present petitioner had not examined a single witness from the locality in order to substantiate his claim. It was further stated that the plea raised by the petitioner, to the extent that there was an alleged agreement in his favour, was also meaningless, inasmuch as, even as per his own case, he had filed a civil suit for specific performance of the said alleged agreement but the same was dismissed vide judgment dated 03.05.2012 and admittedly an appeal



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filed against the same was dismissed as withdrawn on 27.08.2015 (Ex.P4) and thus, the petitioner could not lay any claim or right to possession on the basis of the said agreement to sell. After considering all the aspects, the Appellate Authority came to the conclusion that there existed a relationship of landlady and tenant between the parties and the possession was delivered to the petitioner in July, 2004 in pursuance of the oral tenancy @ Rs.1500/- per month and the present petitioner was in arrears of rent from 01.11.2004 and since he denied the relationship of tenant and landlady, thus, no opportunity was required to be granted to the present petitioner to pay the arrears of rent and the petitioner accordingly was directed to hand over the vacant possession of the same. It has not been shown to this Court that there is any illegality or perversity or misreading of any evidence by the Appellate Authority and thus, this Court is of the opinion that the judgment of the Appellate Authority is in accordance with law and deserves to be upheld.

7. The argument raised by learned counsel for the petitioner and also the observations of the Rent Controller in favour of the petitioner had been rightly rejected by the Appellate Authority. The argument to the effect that the respondent-landlady was quiet from July, 2004 to October, 2015 has been rightly rejected by the Appellate Authority by taking into consideration the fact that the present petitioner had filed a suit for specific performance on the basis of the agreement to sell which was dismissed on 03.05.2012 by the trial Court and against the same, the present petitioner had filed an appeal which was withdrawn vide order



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dated 27.08.2015 and it is thereafter that the respondent-landlady had filed the present eviction petition. No fault could be found with the respondent-landlady, inasmuch as, she was contesting the claim of the present petitioner on the basis of the alleged agreement to sell propounded by him and the rent petition had been instituted only after the said claim was rejected and had attained finality. At any rate, no law has been cited before this Court to show that, in case the respondent-landlady files a petition on the ground of arrears of rent, then, there is any bar of limitation regarding the same, more so, when the rent has not been paid up to the period when the eviction petition was filed and even subsequent thereto. On a pointed query raised by this Court, learned counsel for the petitioner has fairly submitted that no rent has been paid nor is being paid by the present petitioner to the respondent.

8. Even the argument, to the effect that the alleged agreement to sell was never challenged by the respondent, is also meritless and has been rightly rejected by the Appellate Authority after taking into consideration the fact that once a suit for specific performance had been filed by the petitioner and adequate defence had been taken up by the present respondent for the dismissal of the said suit, then, there was no requirement of separately challenging the said agreement. Moreover, it is a matter of settled law that the agreement to sell does not confer any right on the alleged purchaser except the right to seek specific performance of the same. The said right was availed by the petitioner and the petitioner did not succeed in the same and thus, has no right on the property in



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question on the basis of the said alleged agreement to sell. Even the argument to the effect that Mukhtiar Singh, in whose presence the property was let out has not been examined, cannot be made the basis for setting aside the well reasoned judgment of the Appellate Authority, inasmuch as, it has been observed by the Appellate Authority that Mukhtiar Singh was not well and as per the information of the respondent, Mukhtiar Singh had died and at any rate, once there was sufficient evidence on record, including that of PW-1/respondent-landlady, PW-2 Ajay Thakur who was residing in the vicinity etc. then merely on account of the fact that the said witness had not been examined could not become the basis of setting aside of the judgment of the Appellate Authority.

9. From the above-said facts, it is apparent that the petitioner has no right to stay in the property but has been continuously residing in the same without paying any rent since the year 2004 and thus, there is no equity in favour of the present petitioner. The judgment of the Appellate Authority is in accordance with law and thus, deserves to be upheld and the present revision petition being meritless, deserves to be dismissed and is accordingly dismissed.

March 12, 2025
naresh.k

**(VIKAS BAHL)
JUDGE**

Whether reasoned/speaking?	Yes
Whether reportable?	Yes