



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

**CR-4648-2023 (O&M)  
Reserved on : 13.05.2025  
Pronounced on : 20.05.2025**

ASHOK KUMAR ..... Petitioner

VERSUS

INDER DEV ..... Respondent

**CORAM : HON'BLE MRS. JUSTICE ALKA SARIN**

Present : Mr. Sankalp Gehlawat, Advocate for the petitioner.

**ALKA SARIN, J. (ORAL)**

1. The present revision petition has been filed challenging the judgement and decree dated 15.05.2023 passed by the learned Civil Judge (Senior Division), Jhajjar dismissing the suit filed by the plaintiff-petitioner for possession under Section 6 of the Specific Relief Act, 1963.

2. Brief facts relevant to the present *lis* are that the plaintiff-petitioner herein filed a suit seeking a decree for possession by breaking the locks alleged to have been put by the defendant-respondent on the main gate of the suit premises, as fully described in the plaint. Further, a declaration was sought to the effect that the defendant-respondent was not entitled to claim the rent @ ₹30,000 per month (rupees thirty thousand) from 19.02.2018 till restoration of possession of the plaintiff-petitioner over the suit premises. The case as set up in the plaint was that the defendant-respondent had a flour mill with automatic machinery but the business had stopped and the electricity supply was disconnected due to non-payment of the bills. The defendant-respondent was willing to sell

*CR-4648-2023 (O&M)*

the machinery of the flour mill and the plaintiff-petitioner expressed his desire to take over the business of the flour mill. The plaintiff-petitioner was alleged to have taken the suit premises on rent from the defendant-respondent @ ₹30,000 per month (rupees thirty thousand) vide rent agreement dated 07.02.2017 and paid an amount of ₹50,000 (rupees fifty thousand) in advance to be adjusted in the future rent. The plaintiff-petitioner further alleged to have paid ₹50,000 (rupees fifty thousand) by way of cheque on 31.07.2017, ₹50,000 (rupees fifty thousand) in cash on 30.10.2017 through his mother, ₹30,000 (rupees thirty thousand) on 15.10.2017 and ₹10,000 (rupees ten thousand) on 27.09.2017 and a further amount of ₹16,000 (rupees sixteen thousand). The said amount of ₹4,74,000 (rupees four lakh seventy-four thousand) was agreed to be adjusted in the future rent of the suit premises. Another agreement to sell the machinery was also entered into by the defendant-respondent in favour of the plaintiff-petitioner for a sum of ₹9,50,000 (rupees nine lakh fifty thousand) on 07.02.2017 and the plaintiff-petitioner paid a sum of ₹2,50,000 (rupees two lakh fifty thousand) as part payment. It was further the case set up that the electricity supply, which had been disconnected due to non-payment of the dues, was got restored by the plaintiff-petitioner by paying the amount due. It was further the case that the electricity connection, in the name of the defendant-respondent, was installed in the suit premises on 17.06.2017. It was further the case that the defendant-respondent had forcibly locked the premises on 19.02.2018 by taking the law into his own hands.

3. The defendant-respondent filed his written statement denying the averments made in the suit. It was averred that the plaintiff-

*CR-4648-2023 (O&M)*

petitioner had only paid ₹1,00,000 (rupees one lakh) to the defendant-respondent and a bill of ₹3,00,000 (rupees three lakh) was due against the defendant-respondent. It was further the case set up that the defendant-respondent had paid an amount of ₹50,000 (rupees fifty thousand) to the department as the cheque of the plaintiff-petitioner was dishonoured and the next time the plaintiff-petitioner made this payment through demand draft. It was further denied that any lock was put on the suit premises by the defendant-respondent. It was further averred in the written statement that the defendant-respondent had sent a legal notice for revocation of the rent agreement dated 07.02.2017 and that the cheques issued by the plaintiff-petitioner to the electricity department as well as to the defendant-respondent towards rent had been dishonoured and a case had been filed in regard to the same.

4. Replication was not filed. On the basis of the pleadings of the parties the following issues were framed by the Trial Court on 15.05.2018:

(i) Whether the plaintiff is entitled for a decree for possession of the suit premises by breaking the locks of the defendant from the main gate of the suit premises shown in red colour and marked by letters ABCD in the site-plan of the plaintiff? OPP

(ii) Whether the plaintiff is entitled for a decree for declaration to the effect that the defendant is not entitled to claim the rent @ 30,000/- per month from 19.02.2018 till the restoration of the possession of

the plaintiff over the suit premises by breaking the locks ? OPP

(iii) Whether the plaintiff is also entitled for a decree for permanent injunction restraining the defendant from interfering in the possession of the plaintiff over the suit premises after restoration of possession ? OPP

(iv) Whether the suit of the plaintiff is not maintainable in the present form ? OPD

(v) Whether the plaintiff has no *locus stand* to file the present suit ? OPD

(vi) Whether the plaintiff has not with clean hands in the Court ? OPD

(vii) Whether the plaintiff is estopped from filing the present suit by his own act and conduct ? OPD

(viii) Whether the suit of the plaintiff is bad for non-joinder and mis-joinder of necessary parties ? OPD

(ix) Relief.

5. The Trial Court vide impugned judgment and decree dated 15.05.2023 dismissed the suit. Aggrieved by the same, the present revision petition has been filed by the plaintiff-petitioner.

6. Learned counsel for the plaintiff-petitioner would contend that the plaintiff-petitioner had been illegally dispossessed from the suit property. It is further the contention of the learned counsel that there was enough evidence on the record to show that the plaintiff-petitioner had entered into the premises as a tenant and had forcibly been dispossessed.

7. I have heard the learned counsel for the plaintiff-petitioner.

8. In the present case the Trial Court had returned a finding of fact that as per the averments made by the plaintiff-petitioner, he had been out of possession since 19.02.2018. However, no action seems to have been taken when the locks were put on the premises. Even before this Court, there is no explanation forthcoming as to why no action was taken by the plaintiff-petitioner immediately when the locks had been put on the gate as alleged. A finding of fact has also been returned by the Trial Court that the plaintiff-petitioner was under a liability to pay the rental charges and electricity charges however no cogent evidence had come forth to show that he had paid the said amount. In his cross-examination, PW-1 admitted that an amount of ₹2,51,000 (rupees two lakh fifty-one thousand) was required to be paid by him on account of the electricity charges and that he had paid the said amount by way of demand draft. However, no description of the particulars of any demand draft were brought on the record. The Trial Court found that there was no cogent evidence on the record to even suggest that the lock had been put on the premises and that the version, as put forth in the plaint, had been concocted only to avoid the liability under the rent agreement (Ex.P-1) and the agreement (Ex.P-2). The learned counsel for the plaintiff-petitioner has not been able to point out to any evidence on the record to even remotely suggest that the plaintiff-petitioner had been dispossessed, as alleged. In the absence of any evidence, no fault can be found with the impugned judgement and decree passed by the Trial Court.

*CR-4648-2023 (O&M)*

9. In view of the above, I do not find any merit in the present revision petition and the same, being devoid of any merit, is accordingly dismissed. Pending applications, if any, also stand disposed off.

**20.05.2025**  
*Aman Jain*

**(ALKA SARIN)**  
**JUDGE**

*NOTE: Whether speaking/non-speaking: Speaking*  
*Whether reportable: Yes/No*