



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

120

CR-3184-2025 (O&M)
Decided on:14.07.2025

Sukhjinder Kumar

. . . Petitioner

Versus

Kanta Rani and others

. . . Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

PRESENT: Mr. Surinder Garg, Advocate
for the petitioner.

Mr. Ravish Bansal, Advocate
for the respondents.

VIKAS BAHL, J.(ORAL)

1. Challenge in the present revision petition is to the judgment dated 20.03.2025 vide which the petition filed by the respondents under Section 13 of the East Punjab Urban Rent Restriction Act (hereinafter referred to as 'the Act') for ejection of the present petitioner from the shop in question had been allowed and the petitioner had been directed to hand over the vacant possession of the premises in question within two months of the judgment and had further been directed to pay an amount of Rs.1,94,375/- within a period of one month from the date of the said judgment. Challenge is also to the judgment dated 07.05.2025 vide which the Appellate Authority had dismissed the appeal filed by the tenant-petitioner.

**ARGUMENTS ON BEHALF OF THE PETITIONER:-**

2. Learned counsel for the petitioner has submitted that in the present case, there is a dispute regarding the relationship of landlord and tenant between the respondents and the present petitioner and in fact, the present petitioner is a mortgagee in the property in question. It is submitted that in the present case, a mortgage agreement was executed on 17.08.1991 by Kundal Lal, who was the predecessor in interest of the respondents herein, with the present petitioner for a sum of Rs.16,000/- and out of the same, Rs.15,000/- was received in cash by the said Kundan Lal from the present petitioner. It is further submitted that the date for execution of the mortgage deed was 01.09.1992, although, the possession of the shop was delivered to the petitioner at the time of the execution of the agreement and that the said mortgage was for a period of 3 years and it is in pursuance of the said agreement that the petitioner is in possession. It is further argued that the said Kundan Lal did not execute the mortgage deed in spite of the petitioner having repeatedly asked the respondents and thus, after expiry of the stipulated period, the petitioner is in adverse possession of the property. It is argued that both the Rent Controller and the Appellate Authority have completely misread and mis-construed the evidence and documents on record and have not considered the admitted document, which is the mortgage agreement dated 17.08.1991. It is argued in the said circumstances, since, there is no relationship of landlord and the tenant between the respondents herein and the petitioner, the eviction order passed by the Rent Controller is against law and the appeal of the



petitioner has been wrongly dismissed. It is prayed that the impugned judgments be set aside and the eviction petition filed by the respondents be dismissed.

ARGUMENTS ON BEHALF OF THE RESPONDENTS:-

3. Learned counsel for the respondents, on the other hand, has submitted that both the Courts have taken into consideration Ex.R-1/Ex.A-1, which is the same document produced by both the parties and have observed that a perusal of the said document clearly shows that there was a relationship of landlord and tenant between Kundan Lal and the present petitioner. It is further submitted that in order to further prove the relationship, AW-2 Anil Aggarwal, who is an independent witness has been examined by the respondents herein in addition to AW-3 Kanta Rani. It is submitted that the present petitioner, while appearing as RW-4, has made material admissions including the admission that Ex.R-1 bears his signatures. The relevant portion of the said cross-examination has been reproduced in paragraph 18 of the judgment of the Appellate Authority. It is submitted that the respondents herein are the widow, son and daughter-in-law of the said Kundan Lal. It is further submitted that there is a transfer deed dated 07.01.2016 (Ex.A-7) executed by the said Kundan Lal in favour of Kanta Rani (respondent No.1) and thus, by operation of law, she has become the landlord/owner. It is further submitted that even assuming the said transfer deed is not taken into consideration, then also respondent Nos.1 and 2 being the widow and son of the deceased Kundan Lal would, by operation of law, become co-owners/co-landlords and it is thus



submitted that the relationship of landlord and the tenant is duly established in the present case and it is also proved on record that the premises in question is required for the personal necessity of the respondents and that the Rent Controller as well as the Appellate Authority have rightly observed that the petitioner is in arrears of rent, which amount has still not been paid by the petitioner to the respondents.

ANALYSIS AND FINDINGS:-

4. This Court has heard learned counsel for the parties and has perused the paperbook and finds that the impugned judgments are in accordance with law and deserve to be upheld and the present Revision Petition being meritless deserves to be dismissed for the reasons detailed hereinafter:-

5. The respondents had filed an application under Section 13 of the Act for ejection of the present petitioner from the shop shown as 'ABCD' in Red Colour in the site plan attached with the application, which is part of the building bearing Municipal No.B-5/470 (earlier Municipal No.B-5/364), situated at Ghasita Mal Street, Kotkapura, Tehsil Kotkapura, District Faridkot, surrounded as on:-

East	:	Property of Bhagwan Dass
West	:	Ghasita Mal Street
North	:	Property of Naresh Kumar & Mukesh Kumar
South	:	Property of Surinder Dhir.

6. It is not in dispute that Kundan Lal S/o Ghasita Mal, the husband of the present respondent No.1- Kanta Rani, father of present



respondent No.2-Gagandeep Mittal and father-in-law of present respondent No.3- Suruchi Mittal was the owner of the property in question. It was the case of the respondents that the present petitioner was a tenant in the premises in question @ Rs.15,000/- per annum and was also liable to pay house tax with the Municipal Council and that the said Kundan Lal had died on 11.09.2020 leaving behind respondent Nos.1 and 2 herein as his legal heirs and that during his lifetime, the said Kundan Lal had executed the transfer deed dated 07.01.2016 in favour of present respondent No.1 Kanta Rani, who was his wife and thus, she had become the owner as well as the landlord of the entire premises. The ejection from the premises in question was sought on two grounds i.e. non-payment of rent and personal necessity. The pleadings with respect to the said two grounds is reproduced hereinbelow:-

a) That the respondent No.1 did not pay the arrears of rent w.e.f. 01.04.2015. He did not pay any rent either to Kundan Lal deceased or to Kanta Devi applicant No.1 who has become the owner/landlord of the demised premises w.e.f. 07.01.2016. The respondent has also not paid the house tax. It is the applicants who are paying the house tax of the demised premises to the Municipal Council.

b) That the applicants require the demised premises for their own use and occupation. Kundan Lal predecessor-in-interest of the applicants has died. Kundan Lal deceased during his life time and after his death, the applicant No.2 is carrying on the business of Karyana and Confectionary in the shop which is part of the building, but out of said shop, there is not sufficient income for the increasing expenses of the family of the applicants. The applicant No.2 has already been married and got



one son namely Rushank (D.O.B.: 20.01.2017). The applicant No.3 who is wife of the applicant No.2 is a qualified. She is M.Sc. (IT) and is well conversant with the tailoring and dress designing etc. The applicant No.1 is also well conversant with the tailoring and stitching etc. The applicants No.2 & 3 are dependent upon the applicant No.1. Now the applicant No.1 alongwith the applicant No.3 wants to establish their business of Boutique and the sale of ladies wears and Saaris etc. There are many other shops in the locality relating to the ladies wear and Saaris, which are being run and manage by the females. Infact, the ladies want to prefer to deal with the female shopkeeper. There are good aspects of the flourishing of the business of the applicants. The needs of the applicants are genuine and bonafide requirements. The other part of the building in occupation of the applicants is not suitable for the business to be started by the applicants in the demised premises. The premises being part of the residential house of the applicant, it will be convenient for the applicants to manage the business.

c) That the applicants do not possess of any other suitable premises situate at Kotkapura. The applicants have not got vacated or vacated any other suitable premises within the Municipal Limits of Kotkapura.

7. The present petitioner in his written statement had primarily raised an objection with respect to there being no relationship of landlord and tenant between the parties. It was averred that the present petitioner was never inducted as a tenant by Kundan Lal during his lifetime and he was in possession of the shop under an agreement to mortgage dated 17.08.1991 and although the mortgage deed was not executed but he was continuing in possession as a mortgagee. A rejoinder was also filed to the said reply. Learned Rent Controller in its judgment dated 20.03.2025



observed that the present petitioner was in arrears of rent w.e.f. 01.04.2015 till the date of the decision @ Rs.15,000/- per annum and calculated the arrears of rent along with interest and cost on the date of passing of the judgment to be Rs.1,94,375/-. The Appellate Court also reiterated the finding on the said aspect and observed that the petitioner was liable to be ejected on account of non-payment of rent since he denied the relationship of landlord and tenant. It is not disputed before this Court that the petitioner has not paid the said arrears of rent as it was the case of the petitioner that there was no relationship of landlord and tenant. The amount of arrears of rent has not been disputed before this Court.

8. The Rent Controller as well as the Appellate Authority, after considering the evidence of AW-3 Kanta Rani and the other witnesses and also the averments made in the eviction petition, observed that the respondents bona fide required the premises in question. While giving the concurrent findings on the said aspect, the settled law on the point to the effect that the landlord is the best judge to consider as to which accommodation is suitable for him and that the Rent Controller should not proceed with the assumption that the requirement was not *bona fide*, was duly considered. The said aspect is not challenged before this Court. This Court finds no perversity or illegality in the finding of the Rent Controller or the Appellate Court on the aspect of the premises being bona fide required by the respondents and concurs with the said findings.

9. That the sole issue of debate in the present case, as raised by the learned counsel for the petitioner, is as to whether there exists



relationship of landlord and the tenant between the parties. It is not disputed that Kundan Lal, son of Ghasita Mal, was the owner of premises in question and that respondent No.1- Kanta Rani and respondent No.2- Gagandeep Mittal are the widow and son respectively of the said Kundan Lal and thus, after his death on 11.09.2020, even in case, the transfer deed dated 07.01.2016 executed by the deceased Kundan Lal in favour of respondent No.1- Kanta Rani is not taken into consideration, then also respondent Nos.1 and 2 would become landlords/co-owners by operation of law. The sole question that would be required to be considered, is as to whether the petitioner is a mortgagee or a tenant. In the said regard, the document Ex.A-1, which is a certified copy of the declaration submitted by Kundan Lal before the Municipal Council, Kotkapura would be relevant for consideration. Ex. R-1 is the original of Ex. A-1. The document Ex. R-1/A-1 has not been disputed before this Court and has been duly proved on record. A perusal of the said document would show that the same has been duly signed by the present petitioner and which signatures have been admitted by the petitioner even in his cross-examination. In the document Ex. R-1/Ex. A-1, it has been stated that the shop in question is on rent with Sukhjinder Kumar (present petitioner) @ Rs.15,000/- per annum and Kundal Lal is the owner of the said shop. Details of the tenancy of another shop with Ashok Kumar @ Rs.20,000/- per annum has also been mentioned in the said declaration. The said document has been submitted before the Municipal Council, Kotkapura and has been duly proved on record. Once the said document, which has



been signed by the petitioner, itself shows that both the parties were stated to be landlord and tenant before the Authorities, then, it would not be open to the petitioner to dispute the said relationship moreso, when he has not been able to show that the said document was forged, fabricated or did not contain his signatures. Rather the petitioner, while being examined as RW-4, has admitted the said signatures. The relevant portion of the cross-examination of the petitioner has been reproduced in paragraph 18 of the judgment of the Appellate Court and is also being reproduced hereinbelow:-

“I have seen Ex.RI. I identify my signatures and signatures of Ashok Kumar on it. My signatures are on point Q1 Volunteered this writing was submitted to Municipal Committee Kotkapura with regard to house tax. Due to that reason this writing was scribed. This writing was scribed by Kundan Lal. It is correct that in this writing there is a recital that Sukhjinder Kumar is a tenant at Rs.15000/- per annum and Ashok Kumar at Rs.20,000/- per annum. When Ex.RI was submitted in the Committee I have not raised any objection that I am in possession of shop as mortgagee and I am not paying any rent.”

10. A perusal of the above evidence would show that RW-4 (present petitioner) had admitted his signatures on the said document and also the contents of the same and the fact that the said document was submitted in the committee and no objection was raised by the petitioner to the effect that he was in possession of the shop as mortgagee.

11. Additionally, the respondents-landlords had also examined AW-2 Anil Aggarwal, who was an independent witness and had given



evidence with respect to the fact that the present petitioner had expressed the opinion that he did not want to get the shop on mortgage and had asked Kundan Lal to allow him to remain in the shop as tenant and thereafter Kundan Lal had returned Rs.15,000/- to the present petitioner in the presence of the said Anil Aggarwal and one Babu Ram Mittal, who has since died and since then, the petitioner is in possession of the shop as a tenant. The evidence of the said independent witness has also been duly fortified by the evidence of AW-3 Kanta Rani, who apart from proving the said declaration Ex.A-1, assessment register for the year 1994-95 (Ex.A-2), death certificate of Kundan Lal (Ex. A-8), had further proved the fact that the petitioner was a tenant. Learned Rent Controller in paragraph 15 of the judgment had referred to the evidence of the said Kanta Rani in which the said Kanta Rani had stated that although, there was a mortgage agreement between Kundan Lal and the present petitioner on 17.08.1991 but thereafter, the present petitioner never called Kundan Lal for execution of the mortgage deed in terms of the mortgage agreement and that in August 1992, it was agreed between the present petitioner and the said Kundan Lal that the petitioner would remain in possession as a tenant @ Rs.15,000/- per annum. The said evidence of AW-3 Kanta Rani, as recorded by the Rent Controller, has not been shown to be perverse. Thus, in addition to the document Ex.A-1/Ex.R-1, the oral evidence also supports the plea of tenancy raised by the respondents. The said evidence does not stand rebutted. With respect to the argument raised by learned counsel for the petitioner, as has been detailed hereinbefore, it has been



proved on record that subsequent to the agreement of mortgage dated 17.08.1991, no mortgage deed was executed and the petitioner had been permitted to continue in the premises in question as a tenant @ Rs.15,000/- per annum.

12. Thus, both the Courts have rightly come to the conclusion that there was a relationship of landlord and tenant between the parties and that the petitioner was in arrears of rent from 2015 and also the premises were required by the respondents for their *bona fide* need. The impugned judgments do not suffer from any perversity or illegality and are in accordance with law and thus, deserve to be upheld.

13. Keeping in view the abovesaid facts and circumstances, the impugned judgments dated 20.03.2025 and 07.05.2025 are upheld and the present Revision Petition being meritless, is dismissed.

14. Pending miscellaneous applications, if any, shall stand disposed of with the abovesaid order.

14.07.2025

Mehak

Whether reasoned/speaking?
Whether reportable?

(VIKAS BAHL)
JUDGE

Yes/No
Yes/No