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

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**RSA-3546-2010 (O&M)  
Date of Decision: 08.09.2025**

**Jee Ram deceased through his LRs .....Appellants  
Versus  
Balbir Singh and another .....Respondents**

**CORAM: HON'BLE MR. JUSTICE HARKESH MANUJA**

Present: Mr.V.D. Sharma, Advocate  
for the appellants/plaintiffs.

Mr. Rajinder Goel, Advocate and  
Mr. Manoj Sharma, Advocate  
for the respondents.

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**HARKESH MANUJA, J. (ORAL)**

By way of present appeal, challenge has been laid to the judgments and decrees dated 16.09.2008 and 15.05.2010 passed by the Courts below; whereby a suit for permanent injunction filed at the instance of appellants/ plaintiffs praying for restraining respondents/ defendants from interfering in his peaceful possession of the suit land, stands dismissed.

2. Briefly stating, the appellants/ plaintiffs (hereinafter referred to as the plaintiff) filed a suit for permanent injunction with respect to the land measuring 22 kanals 12 marlas bearing Khasra Nos.4//2, 9, 12 and 121//10 situated within the revenue estate of Village Chhajju Nagla, Tehsil Jagadhri, District Yamuna Nagar, with a



prayer for restraining the respondents from interfering in his peaceful possession over the same. As per for the plaint, deceased father of the plaintiff, namely, Puran Chand, used to cultivate the suit land as '*gair marusi*' tenant, however, after his death on 03.05.2003, the tenancy rights were inherited to the plaintiff being legal heir and as such he came in possession thereof as '*gair marusi*' tenant. The plaintiff also relied upon receipt dated 05.05.2003 towards payment of batai, issued in his favour by respondent No.2/ defendant No.2 (hereinafter referred to as 'defendant No.2') and thus claimed permanent injunction.

3. Upon notice, a written statement was filed on behalf of defendant No.2 while stating that the suit land was purchased by him from Smt. Parmeshwari Devi vide registered sale deed dated 29.07.1993. After its purchase, half of the land was given on rent to respondent No.1/ defendant No.1 in the year 1998 and the remaining half was in possession of defendant No.2. It was further pleaded that Puran Chand never remained in possession of the suit property as '*gair marusi*' and as such there was no question of plaintiff being in possession thereof. Defendant No.2 also pleaded that since the entries in the khasra girdwaries were in the name of Puran Chand; compromise Ex. D1 dated 27.04.2022 was entered into and as a result thereof, the entries were to be got corrected in the name of defendant No.2, however, as the proceedings to the same effect were pending before the Revenue authorities, the correction could not be



carried out in terms of the said compromise. It was denied that Puran Chand or plaintiff ever paid any batai to defendant No.2 and thus prayed that the suit filed at the instance of plaintiff be dismissed.

4. Upon pleadings of the parties, learned trial Court framed the following issues:-

- “1. *Whether the plaintiff is entitled for injunction on the ground as alleged in the plaint ? OPP*
2. *Whether the suit not maintainable ? OPD*
3. *Whether the plaintiff has no locus standi ? OPD*
4. *Whether the defendant no.2 is owner and is actual physical cultivating possession as alleged ? OPD*
5. *Whether revenue entry if any in the name of plaintiff are wrong illegal and against the factual position as alleged? OPD*
6. *Relief.”*

5. Learned trial Court vide judgment and decree dated 16.09.2008 dismissed the suit filed at the instance of plaintiff while recording that the plaintiff failed to prove himself to be in cultivating possession of the suit property being ‘*gair marusi*’ tenant of defendant No.2.

6. Aggrieved thereof, the plaintiff filed first appeal, however, the same also came to be dismissed by the Court of learned District Judge, Yamuna Nagar, vide judgment and decree dated 15.05.2010. Hence, the present appeal.

7. Impugning the aforementioned judgments and decrees passed by the Courts below, learned counsel for the plaintiff submits



that the present being a suit for permanent injunction, the Courts below were to take into account merely the factum of possession over the suit property as on the date of filing of the suit. He submits that there was material contradiction even in the stand taken by defendant No.2 with respect to his possession over the suit property. He points out that in the written statement the stand of defendant No.2 was that the possession of the suit property was obtained by him in the year 1993 i.e. at the time of purchase of the same, whereas in terms of the compromise Ex.D1 dated 27.04.2002, it was stated that the possession of the property was handed over to him by Puran Chand i.e. the father of plaintiff in the year 2002. Learned counsel also submits that even Khasra Girdwari entry with respect to the land in question which was proved on record as Ex.P3 was in the name of father of the plaintiff, besides even the jamabandi entry for the years 1998-99 (Ex.P4) as well. Learned counsel further submits that the entire reliance placed upon by the Courts below over the affidavit of Puran Singh i.e. Ex.D2 was wholly misplaced as the same was never proved on record being legible and even the signatures of Puran Chand over the same were never got compared or verified. Learned counsel for the plaintiff also relies upon receipt Ex.P1 dated 05.05.2003 issued by defendant No.2 in his favour to show his possession over the property in question against receipt of Batai.

No other argument has been advanced.

8. On the other hand, learned counsel appearing for



defendant No.2 submits that the plaintiff failed to prove his possession over the suit land. He points out that neither the signatures over the receipt Ex.P1 were proved as that of respondent No.2/ defendant No.2; nor the factum about its execution was ever proved on record. Learned counsel also points out that there was no revenue record showing plaintiff to be in possession of the property in question and the record reflecting Puran Chand to be in occupation was not to be relied upon being in the name of dead person especially when the '*gair marusi*' tenancy was not even established in the absence of proof of rent and thus prayed for dismissal of the appeal.

9. Having heard learned counsel for the parties and gone through the paper-book / records, I am unable to find substance in the submission(s) made on behalf of the plaintiff-appellant.

10. The plea raised on behalf of the plaintiff that he came to be in possession of the property in question having been inherited from his father, who happened to be '*gair marusi*' tenant over the same, is without any merit. Payment of rent either by the plaintiff or even by his deceased father has not been proved on record.

11. Further from the evidence available on record, it has nowhere been established that the plaintiff ever came into possession of the property in question; no revenue record has been produced on record by the appellant to show his possession over the suit property. The khasra girdwari and jamabandi produced on record were in the



name of deceased Puran Chand which were to be thus ignored as the same could not be considered as proof of possession of the plaintiff over the suit property especially when payment of rent was not shown.

12. Furthermore, receipt dated 05.05.2003 (Ex.P1) which has been relied upon by the plaintiff towards proof of '*batai-rent*' also does not serve his cause. The signatures over the said receipt were never admitted by defendant No.2. Even no effort was made by the plaintiff to get those signatures compared from the specimen signatures of defendant No.2. Moreover, the execution of any such receipt was denied by defendant No.2 in his cross-examination while appearing as DW5.

Be that as it may, a perusal of the document Ex.P1 shows that the same contains signatures of one Jeet Singh; whereas defendant No.2 happens to be Ajit Singh and no evidence at all has been led by plaintiff to show that defendant No.2 Ajit Singh was ever known as Jeet Singh as well.

13. On the contrary, the factum of possession of defendant No.2 over the property in question was even established on record through the compromise dated 27.04.2002, entered into between him and the deceased father of plaintiff, namely, Puran Chand and the said compromise was even proved on record as Ex.D1 from the deposition made by Sumer Chand, who happened to be ex-Sarpanch of that Village and appeared as defendant witness.



14. Further no merit can even be found in the submissions made on behalf of the plaintiff that the possession of defendant No.2 was not established on record as the affidavit Ex.D1 given by the deceased father of plaintiff was not legible. In the humble opinion of this Court, even if the affidavit dated 27.04.2002 Ex.D2 was not legible, the possession of defendant No.2 was established over the suit property through the compromise Ex.D1, itself.

15. In view of the above, once the plaintiff failed to establish his possession over the property in question, no question of law, much less substantial question of law is involved in the present appeal; as there is no illegality or irregularity warranting interference by this Court with the concurrent findings of fact recorded by the Courts below, the present appeal being devoid of merits is, therefore, dismissed.

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

**08.09.2025**  
**sanjay**

**(HARKESH MANUJA)**  
**JUDGE**

Whether speaking/reasoned?  
Whether Reportable?

Yes/No  
Yes/No