



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

CR-6920-2025

Date of Decision: 26.09.2025

TILAK RAJ

....Petitioner

Versus

DES RAJ KAINTH

...Respondent

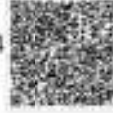
CORAM: HON'BLE MR. JUSTICE PARMOD GOYAL

Present: Mr. Mandeep Singh Sachdev, Advocate
for the petitioner.

Parmod Goyal, J.

Petitioner (hereinafter referred as petitioner/tenant) is aggrieved by order dated 10.09.2025, passed by learned Appellate Authority, Jalandhar vide which appeal, against order of the learned Rent Controller, Jalandhar dated 28.07.2022, wherein eviction petition of landlord was allowed and respondent/tenant was directed to hand over the vacant possession within three months, was dismissed.

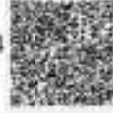
2. Respondent (hereinafter referred as respondent/landlord) in his petition for eviction asserted that suit property was purchased by his mother to the extent of 16 ½ marlas vide registered sale deed dated 04.08.1980. Similarly, his father had also purchased 16 ½ marlas of suit property vide sale deed dated 01.08.1980. The property was shared by father and mother of petitioner and they raised construction of house over property measuring 33 marlas. The house was constructed as a single unit. That father of petitioner died on 19.11.2010 at U.K. whereas his mother had died on 19.03.2004 at U.K.. Petitioner along with his brothers had inherited property of their parents and accordingly, became co-sharers to the extent of 1/3rd



share each. It is asserted that petitioner as well as his two brothers are not residents of India and are based at U.K. It was the case of petitioner that father of petitioner had let out premises to respondent on rent in the year 1987 on monthly rent of Rs.15,000/-. The rent was increased from time to time and lastly it was Rs.30,000/-. It was asserted that till March 2011 respondent/tenant had been paying rent regularly but after March 2011 he had stopped making the payment. That respondent is in arrears of rent since March 2011. That petitioner had also filed a petition under Section 24 of Punjab Rent Act, 1995. Accordingly, eviction of appellant/tenant was prayed for.

3. Respondent appeared and filed detailed written statement, wherein he asserted that petitioner is a non-resident Indian and has no *locus standi* to file the present petition as he has not returned to India permanently. It was asserted that Court has no jurisdiction being Rent Controller. It was asserted that petitioner is not owner of the property. Sale deeds dated 04.08.1980 and 01.08.1980 in favour of father and mother of petitioner were stated to be not binding. It was asserted that there was no relationship of landlord and tenant and, therefore, fixation of rent or payment of rent was stated to be wrong. Accordingly, dismissal of petition was prayed for.

4. From the pleadings of parties, following issues were framed :-
1. Whether there exists relationship of landlord and tenant between the parties ? OPP
 2. Whether the petition of petitioner is not maintainable? OPR
 3. Whether the petition filed by the petitioner is based on false and frivolous facts? OPR



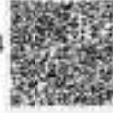
4. Whether petitioner has not a non-resident Indian and he has got no locus-standi? OPR
5. Whether the site plan attached with the petition does not show the actual and factual position? OPR
6. Relief.

5. Petitioner by appearing as PW1 and by examining PW2 Clerk from HRC Branch, DC Office had duly asserted and proved that he is non-resident Indian and his father and mother were owner of property vide sale deeds dated 01.08.1980 and 04.08.1980 Exhibit P-2 and P-3. Petitioner had also examined PW3 Clerk from Municipal Corporation, Jalandhar regarding house tax assessment. PW3 stated that as per Form TS1 Tilak Raj has been shown as one of the tenants. PW4 was examined to prove records of electricity connection in the name of Des Raj and has duly placed record pertaining to electricity bills as Ex.PW4/A to Ex.PW4/E.

6. In response to evidence of petitioner, defendant had neither appeared himself nor had examined any witnesses. In view of the unrebutted evidence of petitioner, both the Courts have concluded that petitioner/landlord has proved its case and respondent is liable to be evicted for non-payment of rent. Learned counsel for petitioner has challenged the conclusion drawn by both the Courts below and has argued that mere oral assertions made by petitioner/landlord is not sufficient to prove tenancy and the fact that petitioner was tenant in the premises. In support of his case, he has placed reliance upon the following judgments :-

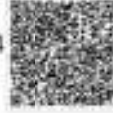
Jagdish Singh Vs. Balwant Singh and Others, 2004 (1) RentLR 9

Shri Shanti Ram Vs. Sagli Ram etc., 1981 (1) RCR (Rent) 297.



Jagan Nath Vs. Smt. Shanti Devi, 1976 RCJ 245.

7. Learned counsel for petitioner/tenant has argued that entry in house tax register cannot prove or disprove tenancy and mere oral statement is not sufficient to prove tenancy. Reliance is being placed upon Jagdish Singh's case (supra), wherein in the facts and circumstances therein, this Court had found that oral statement which stands rebutted by oral statement by the other side could not prove relationship of landlord and tenant. However, the said judgment cited by learned counsel for the petitioner has no applicability to the facts of the present case. Admittedly, the oral assertions of the petitioner regarding subsistence of tenancy in favour of petitioner/tenant was not rebutted at all in the present case. Defendant has not even appeared in the witness box. Defendant has not in fact led any evidence to rebut the claim made by landlord in his petition regarding tenancy and so stated as PW-1. In the present case, it is not mere oral statement of petitioner which has weighed with both the Courts below. Admittedly, in the present case, it was the case of landlord that suit property measuring 33 marlas was purchased by his parents vide sale deeds dated 01.08.1980 and 04.08.1980. He has duly placed certified copy of both the sale deeds and has examined Clerk PW2 from the office of Sub Registrar to prove the ownership in favour of his parents. The sale deeds have gone unrebutted. Petitioner has also successfully proved that house which is in possession of petitioner/tenant was constructed by his father and even electricity meter till date as far as in 2021 was in his name i.e. Des Raj. Furthermore petitioner has also placed on record house tax assessment



showing that petitioner/tenant was recorded as a tenant on monthly rent of Rs.1,750/- therein. None of these material along with oral assertions of landlord have been rebutted by tenant by leading any evidence. If the ocular account given by landlord is appreciated in the light of other material i.e. sale deed in favour of his parents, electricity connection in tenanted premises in his name and house rent assessment where respondent is shown as tenant, the conclusion would be regarding existence of tenancy. Once it is proved that it was parents of landlord who were owner in the property and electricity connection in name of landlord subsist in the property, it was for the respondent to show as to how he had entered into possession of suit property. In the present case, there is no evidence to this effect. Respondent is totally silent and no evidence was led, therefore, learned Courts below have not simply accepted ocular account given by petitioner, but had appreciated corroborating evidence which if taken together leads to the only conclusion that relationship of landlord and tenant existed between the parties. Therefore, the judgments cited above are not applicable to the present case. In the present case, it is not mere municipal records, but it is cumulative appreciation of entire evidence led by petitioner which resulted in conclusion of relationship of landlord and tenant. The finding of facts cannot be held to be erroneous and in revision petition cannot be substituted by this Court.

8. Faced with the above conclusion, learned counsel for the petitioner by referring Sections 20 and 75 of Punjab Rent Act 1995, has argued that the eviction petition is not maintainable. He argued that eviction



petition has been filed under the provisions of the East Punjab Urban Rent Restriction Act, 1949 and since the said Act stood repealed, therefore, the filing of eviction petition after repeal under the 1949 Act is not maintainable.

9. However, I do not find any legal force in the contentions raised by learned counsel for the petitioner. No doubt in the head note of petition, landlord had sought eviction of tenant under Section 13 of East Punjab Urban Rent Restriction Act, 1949 for non-payment of rent, he has clearly pleaded existence of relationship of landlord and tenant as well as default in payment of rent since 2011. Admittedly, petition was filed on 10.07.2019. If the entire petition is read, it is clearly made out that landlord has sought eviction of tenant for non-payment of rent, therefore, merely by mentioning wrong provision of law landlord cannot be non-suited on this ground alone. The plaint has to be read in totality. The cause of action under Punjab Rent Act 1995, duly arises on reading of plaint and mere mentioning of wrong provision would not make any effect on the rights of either of the parties.

10. Learned counsel for petitioner has also argued that in view of the provisions of Section 20(2)(a) in absence of any notice not granting two months time, the petition preferred by landlord was not maintainable. Provisions of Section 20(2)(a) of Punjab Rent Act 1995, are reproduced as under :-

“20. (1) Notwithstanding anything to the contrary contained in any other law or contract, no order or decree for the recovery of possession of any premises shall be made by any court, Tribunal or Rent Authority in favour of the landlord against any tenant, save as provided in sub-section (2).

(2) The Rent Authority may, on an application made to it in the from



specified in Schedule XII to this Act make as order for the recovery of possession of any premises on one more of the following grounds only, namely:-

(a) that the tenant has neither paid nor tendered the whole of the arrears of the rent and other charges payable for three or consecutive months legally recoverable from him within two months of the date on which a notice in the Form specified in Schedule VII to this Act, of demand for the arrears of such rent and other charges payable and interest at the rate of fifteen percent, for the period of default has been served on him by the landlord in the manner provided in section 106 of the Transfer of Property Act 1882:

Provided that a tenant shall not be entitled to the benefit of service of notice by the landlord under this clause where having obtained such benefit once in respect of any premises, he again make a default in the payment of rent and other charges payable in respect of those premises”

11. Reading of Section 20(2)(a) of Punjab Rent Act 1995 and its proviso clearly shows that the same is directory in nature only to put tenant to notice to pay rent within two months, if he has not tendered the rent or is in arrears of rent for more than three or consecutive months. The proviso makes the intention of legislature clear. It also shows that no further notice shall be required for further defaults. The purpose of notice is to give opportunity to tenant to pay rent. In the present case, tenant had sufficient notice of eviction petition as is made out of fact that he was in arrears of rent since 2011. On receiving notice of eviction petition in 2019, he duly appeared before the Court and even during pendency of petition for non-payment of rent he had not tendered the rent throughout the pendency of eviction petition which was filed on 10.07.2019 and decided on 28.07.2022. It is also clear from the conduct of tenant that he had no intention to pay rent



as is made out from the fact that he has simply denied tenancy without proving the said fact by leading any evidence, defendant himself has also not appeared. Two months notice in fact in the present case was not even required as petitioner/tenant is denying tenancy itself. Moreover, despite having notice of eviction petition he has chosen not to pay rent to the petitioner. Since notice is directory, therefore, tenant has remedy to pay rent within two months from day of his first appearance to show his *bona fide* and to show that he is always ready to pay the rent. Therefore, substantive compliance of provisions of Section 20(2)(a) of Punjab Rent Act 1995, is made out and only on this technical ground petitioner/tenant who was in arrears of rent for more than 9 years and had denied relationship of landlord and tenant, now cannot claim tenancy and protection under Section 20 of Punjab Rent Act 1995. In other words, a tenant denying tenancy has no right to seek notice under Section 20 of Punjab Rent Act, 1995. Therefore, it is held that Section 20 is directory in nature and it would be sufficient to seek eviction on the ground of non-payment of rent from the date when tenant had notice regarding demand of rent, which is due against him. Secondly, notice is not mandatory in case a tenant denies the tenancy.

12. Accordingly, there is no merit in the contention raised on behalf of learned counsel for the petitioner. Revision petition is without any merit, hence dismissed.

26.09.2025
chiranjeev

(PARMOD GOYAL)
JUDGE

Whether Speaking/Reasoned : Yes/No
Whether Reportable : Yes/No