

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH****CR-1309-2019 (O&M)****Date of Decision : 11.08.2025**

Ajmer Singh Bhullar

....Petitioner

VERSUS

Anuj Sikka and Others

....Respondents

CORAM : HON'BLE MRS. JUSTICE ALKA SARIN

Present : Mr. D.S. Malwai, Advocate for the petitioner.

Mr. Akshay Bhan, Senior Advocate with
Mr. Varun Sandhu, Advocate for the respondents.**ALKA SARIN, J. (Oral)**

1. Present revision petition has been filed by the petitioner-tenant challenging the order dated 28.04.2017 passed by the Rent Controller whereby the petition filed under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 (for short 'Rent Act') was allowed and order dated 08.01.2019 passed by the Appellate Authority whereby the appeal filed by the petitioner-tenant was dismissed.

2. The brief facts relevant to the present *lis* are that the respondent-landlords filed a petition under Section 13 of the Rent Act for ejectment of the petitioner-tenant from the demised premises on the ground of arrears of rent and on the ground of *bonafide* personal necessity. It was averred that the property had been jointly purchased from the previous owner vide two sale deeds dated 22.03.2004 and 19.08.2010. The building is a 2½ storey building and the respondent-landlords are running their business

in the said building under the name and style of M/s Sikka Gas Service. The petitioner-tenant is in possession of one shop on the ground floor at a monthly rent of ₹750/- per month, which was rented out to him by the previous landlord, namely, Daljit Singh Chadha. A rent agreement was also executed between the petitioner-tenant and Daljit Singh Chadha dated 11.04.1988 thereby admitting Daljit Singh Chadha as the landlord. After purchasing the building, the respondent-landlords informed the petitioner-tenant that they had become owners of the property. Subsequently, the ejectment petition was filed. The *bonafide* necessity was stated to be that the respondents were already running a business under the name and style of M/s Sikka Gas Services under M/s Indian Oil Corporation Ltd. which is a Government Undertaking Agency. On 06.03.2014 an agreement had been executed between M/s Sikka Gas Services through Anuj Sikka and M/s Indian Oil Corporation, Amritsar vide which M/s Sikka Gas Services through the landlords had become a business associate of the said business and thus they needed the premises for expanding the business. On notice written statement was filed by the petitioner-tenant raising various preliminary objections qua the maintainability. It was the stand taken that an injunction suit had been filed by the petitioner-tenant and that the respondent-landlords have not approached the Court with clean hands. Further, the relationship of landlord and tenant was denied. The petitioner-tenant also denied having any knowledge of the respondent-landlords having purchased the property. However, the relationship of landlord and tenant with Daljit Singh Chadha was admitted. The petitioner-tenant denied having

any knowledge with regard to any agreement between M/s Sikka Gas Services through Anuj Sikka and M/s Indian Oil Corporation or any notice regarding change of ownership.

3. On the basis of pleadings of the parties, the following issues were framed :

1. Whether the petitioner is entitled to claim eviction of the respondent on the ground of non-payment of rent ?

OPP

2. Whether the petitioner is entitled to claim eviction on the ground of bonafide requirement of the premises ?

OPA

3. Whether the present petition is not maintainable in the present form ? OPR

4. Relief

4. The Rent Controller vide order dated 28.04.2017 allowed the ejectment petition on the ground of *bonafide* necessity and directed the petitioner-tenant to vacate and handover the vacant physical possession of the demised premises within a period of three months from the date of the passing of the order. Aggrieved by the same, an appeal was preferred by the petitioner-tenant which appeal was also dismissed by the Appellate Authority vide order dated 08.01.2019. Hence, the present revision petition.

5. Learned counsel for the petitioner-tenant would contend that M/s Sikka Gas Services stands in the name of the mother of the respondents, namely, Nirmal Sikka hence it could not be held that the premises was

required for the *bonafide* personal necessity of the respondents who have nothing to do with M/s Sikka Gas Services.

6. *Per contra* the learned senior counsel appearing on behalf of the respondent-landlords would contend that the petitioner-tenant was inducted as a tenant on 02.10.1982 and in the year 11.04.1988 a rent agreement was entered into between Daljit Singh Chadha, the original owner, and the petitioner-tenant. Infact in the written statement the petitioner-tenant has not denied the relationship of tenant and landlord vis-à-vis Daljit Singh Chadha. It is further the contention of the learned counsel for the respondent-landlords that Ex.A5 was tendered in evidence by Anuj Sikka, which is the agreement between M/s Indian Oil Corporation and M/s Sikka Gas Services through Anuj Sikka as a partner hence the argument of the learned counsel for the petitioner-tenant that Anuj Sikka has nothing to do with M/s Sikka Gas Services would not hold any ground. Learned senior counsel for the respondent-landlords has further stated that the original letter of intent from M/s Indian Oil Corporation was in the name of the mother of the respondents however the respondents were subsequently inducted as partners which is apparent from the agreement entered into between M/s Indian Oil Corporation and Anuj Sikka as a partner. Learned senior counsel has further referred to Ex.A10 to show that in the suit filed by the petitioner-tenant herein for injunction in his cross-examination he has specifically stated that it was correct that the respondents herein have purchased the said property and were the owners thereof.

7. Heard.

8. In the present case the sole argument raised by the learned counsel for the petitioner-tenant that the letter of intent qua M/s Sikka Gas Services was in the name of mother of the respondent-landlords, namely, Nirmal Sikka and that the respondent-landlords have nothing to do with M/s Sikka Gas Services and have no *bonafide* requirement. Admittedly, in the present case the relationship of landlord and tenant between the previous owner and the petitioner-tenant herein has not been denied by the petitioner-tenant. Rather, it was an admitted fact that the petitioner-tenant was a tenant when the property was owned by Daljit Singh Chadha and was infact inducted by Daljit Singh Chadha. The petitioner-tenant himself filed a suit for permanent injunction in which Ajmer Singh Bhullar (petitioner herein) had appeared and had admitted in his cross-examination that he was aware that the property had been purchased by the respondent-landlords herein. Therefore, it is not a case where the petitioner-tenant was not aware that the ownership had changed hands.

9. The only ground on which arguments have been stressed by the learned counsel for the petitioner-tenant is that the initial letter of intent was in the name of the mother of the respondent-landlords, namely, Nirmal Sikka. When confronted with Ex.A5, which has been produced on the record by the respondent-landlords, the learned counsel for the petitioner-tenant has not been able to point out to any evidence to the contrary to show that Anuj Sikka was not a partner in the firm. In the lengthy cross-examination of Anuj Sikka, who appeared as AW2, nothing could be elicited to even remotely suggest that he was not a partner in the said firm.

10. In view of the overwhelming evidence on the record to show that Anuj Sikka was a partner of the firm, the argument of the learned counsel for the petitioner-tenant cannot be accepted. It is to be noted that the petitioner-tenant has not paid a penny towards rent for the last 15 years. No other argument has been raised.

11. In view of the above, there is no merit in the present revision petition and the same is accordingly dismissed. Pending applications, if any, also stand disposed off.

11.08.2025

jk

**(ALKA SARIN)
JUDGE**

NOTE: Whether speaking/non-speaking: Speaking
Whether reportable: YES/NO