PBGDA00003862024

Presented on : 04-03-2024
Registered on : 04-03-2024
Decided on : 24-10-2025
Duration : 1 year, 7 months, 20 days

IN THE COURT OF SHIVANI, PCS, CIVIL JUDGE JUNIOR DIVISION, BATALA

Sarwan Singh aged about 51 years son of Piara Singh resident of Village Khajala, Tehsil Batala, District Gurdaspur.

.....Plaintiff

Versus

Balkar Singh s/o Joginder Singh r/o village Kot Dhandal, Tehsil Batala, District Gurdaspur.

2nd Address: Balkar Singh s/o Joginder Singh c/o Darshan Singh r/o village Khajala, Tehsil Batala, District Gurdaspur.

….Defendant

(A) Suit for ejectment of the defendant from the shop marked as ABCD as shown in the site plan annexed with the plaint and bounded on North by Road, on South by Pond, on East by shop of Tarsem Singh, on West by shop of Fateh Singh and as situated at Village Khajala, Tehsil Batala, District Gurdaspur.

(B) Suit for recovery of Rs.21,600/- as arrears of rent and compensation for use and occupation for the period from 01.02.2021 to 31.01.2024.

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Present: Sh. S.S. Cheema, Advocate, counsel for plaintiff.
Defendant exparte VOD 09.08.2024.

JUDGMENT

1. The present suit has been filed by plaintiff seeking the relief of ejectment and recovery against the defendant, as detailed in the head note of the plaint.

FACTS OF THE CASE

2. Brief facts of case of plaintiff are that shop in dispute was purchased by the plaintiff from Amrik Singh. Defendant took on rent the shop in dispute from the plaintiff at a monthly rent of Rs.600/- orally. It is submitted that defendant has failed to pay the rent to the plaintiff since the month of January, 2015 onwards uptill now without any sufficient cause or reason. When the plaintiff requested/demanded the arrears of rent of the shop in dispute, the defendant quarreled with the plaintiff and plaintiff terminated the tenancy of the defendant by serving a valid notice dated 04.12.2023 upon the defendant under the provisions under section 106 of the Transfer of Property Act. Tenancy of the defendant stands terminated and as such, the defendant is liable to be ejected from the suit property in accordance with law. Defendant has failed to pay the rent or compensation for use and occupation since the month of January 2015 onwards uptill now but the plaintiff is claiming the rent for the period from 01.02.2021 to 31.01.2024 which comes to Rs.21,600/- at the agreed rate of Rs.600/- per month. Property in dispute is locked and abandoned and is not being put to any use by the defendant. Plaintiff has requested the defendant to deliver the vacant possession of the property in dispute and to pay the amount as mentioned above but the defendant has refused to do so. Hence, present suit.

3. Despite service of summons, defendant failed to appear before the Court and hence, he was proceeded against exparte VOD 09.08.2024 and thereafter, the case was fixed for exparte evidence of plaintiff.

PLAINTIFF EVIDENCE

4. During exparte evidence, the plaintiff examined the following witnesses:

PW-1	Sarwan Singh
PW-2	Major Singh
PW-3	Akshit Mahajan
PW-4	Pritam Singh
PW-5	Amrik Singh

Plaintiff also produced on record the following documents:

Ex. PW1/A	Affidavit of PW-1
Ex. AW2/A	Affidavit of PW-2
Ex. P3/A	Affidavit of PW-3
Ex. AW4/A	Affidavit of PW-4
Ex. P1	Site plan
Ex. P2	Legal notice dated 04.12.2023
Ex. P3	Postal Receipts
Ex. P4	Jamabandi for the year 2019-20
Ex. P3/B	Site plan
Ex. PX	Copy of Appeal filed in Ld. Appellate Court
Mark PW5	Copy of written document dated 11.06.1990

5. Thereafter, Sh. S.S. Cheema, Ld. counsel for plaintiff closed the exparte evidence vide separate statement.

ARGUMENTS

6. I have heard the arguments of Ld. Counsel for the plaintiff and also perused the case file. Ld. Counsel for the plaintiff argued that from oral as well as documentary evidence of plaintiff witnesses, the case of the plaintiff is well proved. The witnesses have proved all the documents. Therefore, it deserves to be allowed. Ld. Counsel for the plaintiff mentioned that nobody has appeared on behalf of the defendant to contest this case from the very beginning. Evidence led by the plaintiff has remained unrebutted. Therefore, he prayed that case filed by plaintiff be decreed.

7. Although the defendant has failed to contest the suit and was proceeded against ex-parte and the evidence so produced by the plaintiff has remained unrebutted and unchallenged, but it is the duty of the court to look into the case of the plaintiff from all the corners as to whether the plaintiff has been able to prove on record his case to the satisfaction of this court as required under the norms set up by Civil Jurisprudence. It was the duty of the plaintiff to prove this case by standing on its own legs. In order to prove its case, plaintiff has examined **himself** as **PW-1** and tendered his duly sworn affidavit Ex. PW1/A and deposed as per the contents of the plaint. Therefore, the whole statement is not repeated here for the sake of brevity. This witness brought on record documents Ex.P1 to Ex.P4 as mentioned in detail above.

Further plaintiff examined **Major Singh** and **Pritam Singh** as **PW-2** and **PW-4** who knows plaintiff, has seen the disputed property and know all the facts. They both have tendered their duly sworn affidavit Ex. AW2/A and Ex. AW4/A and deposed as per the contents of the plaint. Therefore, the whole statement is not repeated here for the sake of brevity.

Further plaintiff examined **Akshit Mahajan, Draftsman** as **PW-3** tendered his duly sworn affidavit Ex. P3/A and deposed that site plan Ex. P3/B has been prepared by him at the spot on the instructions of plaintiff which is correct as per actual and factual position at the spot. He also identified his signatures over the same.

Lastly, plaintiff examined **Amrik Singh** as **PW-5** who deposed that he had sold the shop in dispute to the plaintiff in tune of Rs.20,000/- on 11.06.1999. He also executed a written agreement to sell in favour of plaintiff. The shop in dispute was constructed by him, and land was allotted by Makhan Singh Sarpanch at the time to the poor people of the village. He identified his signature on the said agreement, which is Mark PW5. He signed along with others. It was scribed by Gian Singh Wasika, Surjit Singh and Daljit Singh were witnesses. He identified his signature at Point A and he also identified the signatures of plaintiff.

8. Now, plaintiff has filed suit for ejectment of defendant from the shop in dispute on the ground that defendant took on rent the shop in dispute from him at a monthly rent of Rs.600/- orally and he failed to pay the rent to

the plaintiff since January, 2015 onwards uptill now without any sufficient cause or reason, despite service of notice dated 04.12.2023 under section 106 of the Transfer of Property Act. Plaintiff has examined PW-3 Draftsman to prove his case. As the existence of property is not in dispute, testimony of PW-3 is not of much importance for the adjudication of the case. His testimony does not prove that defendant took on rent the shop in dispute from plaintiff and he is in possession of the same. Further plaintiff examined himself, PW-2 and PW-4 who deposed as per the plaint and documents Ex.P1 to Ex.P4 has been placed on record. Plaintiff is claiming that he gave suit property on rent to defendant but plaintiff, PW-2 and PW-4 no one even once mentioned the date and year in which suit property was given on rent or in which way defendant is in possession or which business he is doing in that shop. Moreover, plaintiff himself pleaded that shop in dispute is abandoned and locked. Further plaintiff has claimed that he purchased the suit property from Amrik Singh and got Amrik Singh examined as PW-5. PW-5 deposed that he sold the shop to plaintiff vide agreement to sell dated 11.06.1999. He also placed on record said agreement to sell dated 11.06.1999 as Mark PW5. Perusal of Mark PW5 reveals that is not even an agreement and it is only a written document as on top of the document, it is written “ik likhat rahi”. Simply a written document is not a title document. Plaintiff has not placed on record any title document with regard to suit property. Plaintiff has also placed on record jamabandi for the year 2019-2020 Ex.P4 and perusal of the same reveals that all khasra numbers are shown to be in possession of Gram Panchayat. Plaintiff has not proved as to

how he got into possession of suit property and under which authority he gave further rented out the same to defendant. In this way, plaintiff has failed to prove existence of relationship of landlord and tenant between him and defendant and also failed to prove that he has any right or title over the suit property. Lastly, there is no such suit for ejectment of defendant. Either there is ejectment petition under provision of either EPURRA, 1949 or under Punjab Rent Act, 1995 or, plaintiff could have filed suit for possession of suit property. Therefore, present suit is suffering from major technical defects.

8. After hearing the learned counsel for plaintiff and perusing the documents, I am of the considered opinion that plaintiff has failed to discharge his onus of proving the relationship of landlord and tenant between him and the defendant.

CONCLUSION

9. Accordingly, in view of the above facts and circumstances, suit filed by plaintiff is **dismissed**. Costs shall follow the event. Decree sheet be prepared. File be consigned to the Judicial Record Room, Batala after due compliance.

Pronounced in the open Court **(Shivani), PCS**
on dated 24.10.2025 **Civil Judge (Junior Division)**
Priyanka Devi, Stenographer Gr.III **Batala (UID No.PB0681)**

Present: Sh. S.S. Cheema, Advocate, counsel for plaintiff.
Defendant exparte VOD 09.08.2024.

Arguments heard. Vide my separate detailed judgment of even date, suit filed by plaintiff bank is **dismissed**. Costs shall follow the event. Decree sheet be prepared. File be consigned to the Judicial Record Room, Batala after due compliance.

Pronounced in the open Court
on dated 24.10.2025
Priyanka Devi, Stenographer Gr.III

(Shivani), PCS
Civil Judge (Junior Division)
Batala (UID No.PB0681)

DECREE SHEET

IN THE COURT OF SHIVANI, PCS, CIVIL JUDGE (JUNIOR DIVISION), BATALA

Sarwan Singh aged about 51 years son of Piara Singh resident of Village Khajala, Tehsil Batala, District Gurdaspur.

.....Plaintiff

Versus

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Value of the purpose of court fees and jurisdiction is Rs.

Value for the court fees affixed on the plaint Rs.

This suit is coming up before me (Shivani, Civil Judge (Junior Division), Batala) on 24.10.2025 for the final disposal in the presence of Sh. S.S. Cheema, Advocate, counsel for petitioner, respondent exparte vide order dated 09.08.2024.

It is ordered that suit filed by plaintiff is dismissed exparte.

COSTS OF SUIT

		Plaintiff(s)	**Defendant(s)**
1.	Stamp for petition		
2.	Stamp for powers		
3.	Pleader's fee		
4.	Subsistence of witnesses		
5.	Process fee		
6.	Misc.		
Total			

Given under my hand and the seal of this court today i.e 24.10.2025.

(Shivani), PCS
Civil Judge (Junior Division)
Batala (UID No.PB0681)