Haryana Backward Classes And ... vs Yashpal Malhotra And Anr on 13 November, 2026

CR-7508-2023 (O&M)
CR-7378-2025 (O&M)

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

i) CR-7508-2023 (O&M)

Haryana Backward Classes Economically
Weaker Section Kalyan Nigam ...Petitioner

Versus

Yashpal Malhotra ...Respondent

ii) CR-7378-2025 (O&M)

Haryana Backward Classes Economically
Weaker Section Kalyan Nigam ...Petitioner

Versus

Yashpal Malhotra and another ...Respondents

Reserved on: 30.10.2026
Pronounced on: 13.11.2026
Pronounced fully/operative part: Fully

CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA

Argued by: Mr. Sudeep Mahajan, Sr. Advocate with
Ms. Suchi Mahajan, Advocate,
Mr. Rajvir Singh, Advocate and
Mr. Vishal Gupta, Advocate for the petitioner
In CR-7508-2023.

Mr. Divanshu Jain, Advocate,
Mr. Rohit Duggal, Advocate and
Mr. Minkal Rawal, Advocate
For respondent No.1 in CR-7508-2023.

Ms. Promila Nain, Sr. Advocate with
Ms. Isha Dhingra, Advocate and
Ms. Kanchan Kumari, Advocate
For respondent No.2 in CR-7378-2025.

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DEEPAK GUPTA, J.

The petitioner-tenant has invoked the revisional jurisdiction of this Court under Section 15(5) of the East Punjab Urban Rent Restriction Act, 1949, YOGESH MEHTA 2026.11.13 13:42 I attest to the accuracy and integrity of this document Page N: 1 of Total 11 Pages CR-7508-2023 (O&M) CR-7378-2025 (O&M) as extended to the Union Territory of Chandigarh (for short, "the Act"). It assails the order dated 10.10.2017 passed by Ld. Rent Controller, Chandigarh, and the Order dated 21.08.2023 of the Ld. Appellate Authority, Chandigarh. By these concurrent orders, the petitioner has been directed to vacate the entire first and second floors of SCO No.813-814, Sector 22-A, Chandigarh (for short, "the demised premises").

2. For convenience, the parties are referred to as the "tenant" and the "landlord". Respondent No.1, Yashpal Malhotra, is the landlord, who filed the eviction petition. Kewal Dhingra is the other co-owner of the building.

Background Facts

3. The landlord filed Rent Application No.482 of 2015 on 13.07.2015 under Section 13 of the Act. He pleaded that he and the other co-owner, late Sh. Amar Nath, had let out the demised premises to the tenant in 1980 at ₹2,000/- per month, since enhanced to ₹23,844/- per month. The premises were stated to be required for the bona fide need of his son, Vishal Malhotra, who had married on 27.02.2015 and wished to start an independent retail business in uniforms, stationery, paper items, exercise books, book binding and wiro binding.

4. The petition specifically disclosed that the son was then working with M/s Shiva Industries, the proprietorship concern of the landlord's wife at Industrial Plot No.5, Phase I, Chandigarh, in which the landlord held a 1/3rd share. It also disclosed that bay shop No.814 on the ground floor was in occupation of the other co-owner, Kewal Dhingra son of late Sh. Amar Nath, and that a separate eviction petition was being filed against the ground-floor tenant, Vipin Kumar. It was averred that neither the landlord nor his family occupied or had vacated any other commercial property in the urban area of Chandigarh after the commencement of the Act.

5. The tenant admitted the relationship of landlord and tenant. It pleaded that the petition, filed by one co-owner alone, was not maintainable and was bad for non-joinder; that the ground floor had fallen vacant and was YOGESH MEHTA not occupied by the landlord; that the son was already working in his mother's 2026.11.13 13:42 I attest to the accuracy and integrity of this document Page N: 2 of Total 11 Pages CR-7508-2023 (O&M) CR-7378-2025 (O&M) concern; and that the landlord had concealed other properties, including a commercial property in Industrial Area, Phase I, Chandigarh.

6. Necessary issues were framed, including Issue No.5 on misjoinder and non-joinder of necessary parties with onus on the tenant. The landlord examined himself as PW-1 and his son as PW-2. The tenant examined Anil Kumar, Data Entry Operator, Estate Office, Chandigarh, as RW-1, and its District Manager as RW-2.

7. RW-1, the tenant's own witness, deposed that the SCO was allotted in 1975 to Amar Nath and Yash Pal; that Amar Nath's 50% share devolved by will dated 26.09.1983 and family settlement dated 14.05.2013; and that ownership now stands in the names of Kewal Dhingra and Yash Pal. He further deposed that the landlord holds no other property in his name except his joint ownership of the SCO in question, and that the Industrial Plot does not bear the ownership of the landlord or his wife.

8. By order dated 10.10.2017, the Rent Controller decided Issues No.1 and 3 to 5 together and upheld the projected need of the landlord to be bona fide, rejecting the plea of non-joinder by relying on Kasthuri Radhakrishnan and others v. M. Chinniyan and another, 2016 (3) SCC 296 and found no concealment. The tenant was given three months to vacate. Rent Appeal No.237 of 2017 was dismissed by the Appellate Authority on 21.08.2023, which affirmed the findings on all issues and recorded that no other point was argued.

9. During the pendency of the appeal, the Appellate Authority, by order dated 06.08.2019, assessed mesne profits at ₹1,00,000/- per month from the date of the eviction order, i.e., 10.10.2017. CR-5947-2019 filed by the tenant against that order was dismissed by this Court on 06.12.2022. That order has attained finality.

10. The landlord filed Execution No.29 of 2021, wherein Kewal Dhingra filed objections, and an application under Order 1 Rule 10 CPC, which YOGESH MEHTA 2026.11.13 13:42 I attest to the accuracy and integrity of this document Page N: 3 of Total 11 Pages CR-7508-2023 (O&M) CR-7378-2025 (O&M) the executing court allowed on 16.07.2024. The landlord challenged that order in CR-4723-2024.

11. In the present revision, Kewal Dhingra filed CM-16759-CII-2024 for impleadment. Thereafter, the two co-owners executed a compromise deed dated 23.07.2025, whereby they agreed to share the rent and mesne profits deposited by the tenant equally, to obtain possession of the entire first and second floors jointly, to contest the execution jointly so as to get possession as early as possible, and to withdraw their respective revisions. Clause 10 records that the landlord has no objection to Kewal Dhingra being impleaded as co- landlord.

12. By order dated 08.08.2025, this Court allowed CM-14941-CII-2025 and took the compromise deed on record, without prejudice to the rights of the parties to be adjudicated on merits. Counsel for Kewal Dhingra stated that the two co-owners would settle their rights vis-a-vis mesne profits at their own level, and CM-16759-CII-2024 was dismissed as withdrawn. On the same date, this Court directed the tenant to deposit mesne profits at ₹1,00,000/- per month, inclusive of the rent payable, in the executing court within four weeks, and permitted the executing court to proceed with deposit and disbursement. By a further order dated 28.08.2025, four more weeks were granted to clear arrears up to 30.09.2025.

13. By order dated 01.10.2025, the executing court recorded that both the landlord and Kewal Dhingra appeared, made separate statements, sought release of the deposited amount and prayed for warrants of possession. It recorded that the tenant had deposited only ₹65,78,043/-, covering arrears up to 31.07.2025, against ₹95,66,666/- due up to 30.09.2025. It directed release of the deposited amount to the two co-owners in equal shares in terms of the compromise dated 23.07.2025. The tenant has challenged that order in CR-7378-2025.

Contentions

14. Assailing the concurrent orders of eviction, Learned senior YOGESH MEHTA counsel for the tenant has urged the following grounds:

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(a) All the co-owners of the demised premises were not impleaded, so the petition was not maintainable.

(b) The bona fide need of the other co-owner, Kewal Dhingra, was neither pleaded nor proved.

(c) Permission from the competent authority to start business in the demised premises has not been obtained so far.

(d) The Rent Controller did not discuss the non-impleadment of the co-owner, and there is no discussion on Issue No.5.

(e) The compromise dated 23.07.2025 between the co-owners was effected during the pendency of this revision and cannot be taken into consideration.

(f) Execution is a continuation of the main proceedings, so the objections of the co-owner in execution must be taken into consideration.

15. Ld. Counsel placed reliance on M/s India Umbrella Manufacturing Co. and others v. Bhagabandei Agarwalla (dead) by LRs, 2004 AIR SC 1321, and Mangal Builders and Enterprises Ltd. And another v. Williamson Magor and Co. Ltd., 2020(1) RCR (Rent) 116.

16. On the other hand, Learned counsel for the landlord has supported the impugned orders. He also placed on record his short synopsis as Annexure RX-1. He submits that there are concurrent findings of fact based on proper appreciation of evidence, and that there is no scope for interference in revision.

17. He relies on Mahendra Prasad Jain v. Manoharlal Jain, (2006) 2 SCC 724; Raj Kumar Khaitan v. Bibi Zubaida Khatun, (1997) 11 SCC 411; Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh, 2014 AIR SC 3708; Gaya Prasad v. Pradeep Srivastava, 2001 AIR SC 803; Smt. Prabha Sehgal and others v. Shri Subhash Sahoonja and others, 2018 (4) PLR 521 TMT; Kasthuri Radhakrishnan and others v. M. Chinniyan and another, (2016) 3 SCC 296;

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 and Ramesh Kumar @ Ramesh Lal v. Nikhil Kumar and others, 2026(1) RCR (Rent) 473.

18. I have heard learned counsel for the parties and gone through the record, including the orders and the compromise deed placed on the file.

Scope of revisional jurisdiction

19. Section 15(5) of the Act empowers this Court to examine the record to satisfy itself as to the "legality or propriety" of an order. In Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh (supra), the Constitution Bench of the Hon'ble Supreme

Court considered revisional provisions in rent statutes, including the pari materia provision of the Haryana Rent Act. It held that such jurisdiction, though wider than the jurisdiction under Section 115 CPC, is not an appellate jurisdiction. The High Court cannot reappreciate evidence merely because a different view is possible. A finding of fact is open to interference only if it is perverse, rests on no evidence, ignores material evidence, misreads the evidence, or is contrary to law.

20. Bona fide requirement is essentially a question of fact. The present case arises on concurrent findings recorded by the Rent Controller and the Appellate Authority on the evidence of both sides. The contentions are therefore examined within the limits laid down in Dilbahar Singh (supra).

Analysis by this Court

(i) Non-joinder of the co-owner, and the alleged non-consideration of Issue No.5 -

21. The law on this point is settled. A co-owner is as much an owner of every part of the joint property as the others, so long as it remains unpartitioned. In Kasthuri Radhakrishnan v. M. Chinniyan (supra), the Hon'ble Supreme Court held that one co-owner can maintain an eviction petition and that the other co-owners need not be joined. Mahendra Prasad Jain v. Manoharlal Jain, (2006) 2 SCC 724, is also to the same effect. The tenant's YOGESH MEHTA own authority, India Umbrella Manufacturing Co. (supra), explains the 2026.11.13 13:42 I attest to the accuracy and integrity of this document Page N: 6 of Total 11 Pages CR-7508-2023 (O&M) CR-7378-2025 (O&M) rationale. A co-owner who sues for eviction does so in his own right and as agent of the other co-owners, whose consent is presumed unless it is shown that they were not agreeable and the suit was filed despite their disagreement.

22. The tenant thus had to show that Kewal Dhingra disagreed with the eviction when the petition was filed or decided. Issue No.5 placed that onus on the tenant. No such evidence was led. Kewal Dhingra was not examined, and he raised no objection before the Rent Controller or the Appellate Authority. The landlord's petition itself named him as the other co- owner in occupation of bay shop No.814. The tenant's own witness, RW-1, proved that ownership stands in the joint names of the landlord and Kewal Dhingra. There was nothing concealed and nothing to rebut the presumption of consent.

23. The subsequent conduct of Kewal Dhingra confirms, rather than dislodges, that presumption. In the compromise deed, he agreed to contest the execution jointly with the landlord in order to get possession from the tenant as early as possible. Before the executing court on 01.10.2025, he made a statement praying for warrants of possession of the demised premises. He withdrew his impleadment application before this Court on 08.08.2025. A plea that a co-owner does not consent can be raised only where the co-owner actually dissents. It cannot be set up by a tenant on behalf of a co-owner, who supports eviction.

24. The submission that the Rent Controller did not discuss non- impleadment or Issue No.5 is factually incorrect. The Rent Controller took up Issues No.1 and 3 to 5 together. He dealt with the plea of non-joinder in paras 28 and 29 with reference to Kasthuri Radhakrishnan (supra). In para 33 he expressly held that nothing on record showed the petition to be bad for non-joinder or misjoinder, and decided Issues No.3 to 5 against the tenant. The Appellate Authority affirmed the findings on all issues. It also recorded that no other point was argued and the grounds pressed before it did not include non- joinder. Thus, the contention raised by tenant fails.

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(ii) Bona fide need of the other co-owner not disclosed -

25. A co-owner landlord who seeks eviction for his own bona fide requirement is not obliged to plead or prove the requirement of every other co-owner. The petition is maintained in his own right, and it is his need that falls for determination, as has been observed in Kasthuri Radhakrishnan and Mahendra Prasad Jain, (supra). The requirement of the landlord's son, who is dependent on him, is the landlord's own requirement. Reliance may be placed on Joginder Pal v. Naval Kishore Behal, (2002) 5 SCC 397, as rightly noticed by Ld. Rent Controller.

26. Both the courts below found the son's need genuine on the evidence of PW-1 and PW-2, which remained unshaken in cross-examination. The plea of other available accommodation was disproved by the tenant's own witness. These are findings of fact and no perversity or misreading has been shown. How the co-owners arrange the use of the premises between themselves is a matter inter se; it neither dilutes the need found proved nor gives the tenant a right to remain in possession. Should the premises not be put to the use, for which eviction was ordered, the statutory safeguard under Section 13(4) of the Act is available to the tenant. So, the contention is rejected.

(iii) Permission of the competent authority not yet obtained -

27. This plea was not raised in the written statement nor was it the subject of any issue, and was not even argued before the Appellate Authority. It cannot be raised for the first time in revision, as it would require a factual inquiry. Even on merits, it has no force. The demised premises form part of a shop-cum-office site at a commercial location. The landlord specifically pleaded that he would seek the necessary conversion from the Estate Office for the business.

28. Obtaining regulatory permission is a step that ordinarily follows possession. It is not a precondition to an order of eviction on the ground of bona fide need. A landlord need not set up the business before seeking eviction as held in Balwant Singh Chaudhary and another v. Hindustan YOGESH MEHTA 2026.11.13 13:42 I attest to the accuracy and integrity of this document Petroleum Corporation Ltd., 2004(1) RCR 487, rightly noticed by the Rent Controller. As landlord is not even required specify the precise nature of the business, he can hardly be required to have regulatory sanction in hand for it. A tenant cannot dictate how the landlord should arrange his affairs as held in Sarla Ahuja v. United India Insurance Co. Ltd., (1998) 8 SCC 119. So, the contention is rejected.

(iv) The compromise dated 23.07.2025 -

29. The compromise was taken on record on 08.08.2025 without prejudice to the rights of the parties. The concurrent findings on bona fide need, maintainability and concealment rest on the evidence led before the courts below. They have been tested above on that evidence alone, and they stand independently of the compromise.

30. In any event, a court is not barred from noticing a subsequent event which is brought on record and bears on the relief as observed in Pasupuleti Venkateswarlu v. Motor & General Traders, (1975) 1 SCC 770. The compromise is not relied upon to found the landlord's need. It is relevant only to the tenant's own plea that the other co-owner did not consent. Thus, it answers that plea against the tenant. The tenant cannot ask the Court to look at the co-owner's earlier objections in execution, which are themselves later events, while shutting out his later compromise. Further, a subsequent event must be such as to eclipse the landlord's need altogether before it can defeat a decree. A landlord is not to be penalised for the time taken by litigation as observed in Gaya Prasad v. Pradeep Srivastava, 2001 (2) SCC 604. The compromise does nothing of the kind. So, the contention is rejected.

(v) Execution as a continuation of the proceedings, and the co- owner's objections -

31. Though it may be true that execution is a continuation of the suit, but that does not supports the tenant. An executing court cannot go behind the decree or reopen the merits of the eviction order. The objections of Kewal Dhingra in execution concerned his status and his share in the rent and mesne profits. They did not dispute the eviction itself.

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32. Even otherwise, those objections no longer survive. The co- owners have settled their inter se rights. Kewal Dhingra withdrew his impleadment application before this Court. Before the executing court on 01.10.2025, he joined the landlord in seeking release of the deposited amount and warrants of possession. The tenant has no independent right to espouse objections, which the co-owner himself has given up. So, the contention is rejected.

Authorities cited by the tenant -

33. India Umbrella Manufacturing Co. (supra) does not help the tenant; rather it supports the landlord. It reiterates that one co-owner may sue for eviction as agent of the others, whose consent is presumed. The presumption yields only where the other co-owners are shown to have been unwilling and the proceedings were taken despite their disagreement. As held above, there is no such evidence here, and the other co-owner has affirmatively sought possession.

34. Mangal Builders and Enterprises Ltd. (supra) turned on its own facts. Nothing in it permits a tenant to defeat concurrent findings of bona fide need on the basis of a co-owner's objection that was never pressed at trial and has since been withdrawn.

35. The view taken above is in line with the authorities relied on by the landlord, in particular Dilbahar Singh, Kasthuri Radhakrishnan, Mahendra Prasad Jain, Gaya Prasad and Raj Kumar Khaitan (supra); Prabha Sehgal (supra) and Ramesh Kumar @ Ramesh Lal v. Nikhil Kumar (supra).

Conclusion

36. Consequent to above discussion, it is found that the concurrent findings of the Rent Controller and the Appellate Authority rest on a proper appreciation of the evidence and the settled law. No illegality, perversity or impropriety has been shown that would warrant interference under Section 15(5) of the Act. None of the contentions raised by the tenant has any merit.

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37. The revision petition is accordingly dismissed. The order dated 10.10.2017 of the Rent Controller and the judgment dated 21.08.2023 of the Appellate Authority are upheld.

38. It is further directed as under:

(a) The tenant shall hand over vacant possession of the entire first and second floors of SCO No.813-814, Sector 22-A, Chandigarh, within three months from today, failing which the executing court shall proceed with the issue of warrants of possession in accordance with law.

(b) The time in clause (a) is subject to the tenant filing an undertaking before the executing court within two weeks to vacate on or before the date fixed, and to clearing all arrears of mesne profits with the executing court within four weeks.

(c) The tenant shall continue to pay mesne profits at ₹1,00,000/- per month, inclusive of the rent, as assessed on 06.08.2019 and directed by this Court on 08.08.2025, until possession is delivered. Arrears outstanding, including the shortfall noticed in the order dated 01.10.2025, shall be recoverable in the execution proceedings.

(d) Nothing in this judgment shall affect the inter se rights of the co-

owners, which shall be governed by their own arrangement.

(e) CR-7378-2025 is disposed of in terms of this order.

39. All pending civil miscellaneous applications, if any, also stand disposed of. A photocopy of this order be placed on the file of connected case.

13.11.2026 (DEEPAK GUPTA)
Yogesh JUDGE

Whether speaking/reasoned: Yes/No
Whether reportable: Yes/No

Uploaded on: 13.11.2026

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