
(1993) 05 P&H CK 0026
In the Punjab And Haryana At Chandigarh
Case No : Civil Revision No. 1429 of 1991

Bhag Singh

APPELLANT

Vs

Ram Niwas Singla (Addl. Distt and Sessions Judge)

RESPONDENT

Date of Decision : 03-05-1993

Acts Referred:

East Punjab Urban Rent Restriction Act, 1949 — Section 15(5)
Transfer of Property Act, 1882 — Section 107

Citation : (1993) 105 PLR 400

Hon'ble Judges : V.K. Jhanji, J

Bench : Single Bench

Advocate : H.C. Garg, for the Appellant; None, for the Respondent

Final Decision : Dismissed

Judgement

V.K. Jhanji, J.—The dispute is between the landlord and the tenant. The document purporting to be rent-note was produced during the course of the evidence. Before it could be exhibited an objection was raised by the petitioner that the same is not admissible in evidence. This objection was kept open for being decided at the time of final arguments. Before arguments could be heard, an application was made by the petitioner that the document may be impounded as the document at the time of execution required stamp duty of Rs. 115.50 P. The prayer, on contest, was declined as the Rent Controller was of the view that the document is a rent-note. and, therefore, the same does not require any stamp or registration. The document was ordered to be exhibited as Ex.A.X. This order is being impugned in this revision.

2. After hearing the learned counsel for the petitioner, I find that the impugned order calls for no interference. Learned counsel has not been able to show as to how the document is a lease-deed. The document is only signed by the tenant and is attested by two witnesses. According to Section 107 of the Transfer of Property Act, 1882, a lease of Immovable property from year to year, or for any term exceeding one years, or reserving a yearly rent, can be made only by a

registered instrument. It provides that all other leases of immovable property may be made either by a registered instrument or by oral agreement accompanied by delivery of possession. The document, in the present case, is signed only by the tenant. It is for less than a year. According to this document, the lease was created from 1st July, 1985 whereas the document was executed on 21st July, 1985. This clearly indicates that the tenancy was created not under this document but by oral agreement accompanied by delivery of possession. This document appeared to have been written only by the tenant as a memorandum acknowledging possession, which was delivered under an oral agreement. The trial court rightly found the document to be a rent note not requiring registration or stamps. Consequently, this petition is dismissed.

3. No costs.