



2026:CGHC:22714-DB
NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 6580 of 2025

1. Shailendra Gyanchandani S/o Chuhdamal Gyanchandani
Aged About 47 Years R/o Mahalakshmi Enclave, House No.
15, Sihava Road, Dhamtari, Tehsil And District- Dhamtari,
C.G.

... Petitioner

versus

1. Smt. Sharan Kaur Chhabra W/o Late Parmjeet Singh
Chhabra Aged About 56 Years R/o Sundarganj Ward, Behind
Moti Bhavan, Dhamtari, Tehsil And District- Dhamtari, C.G.
2. Vinay Chhabra S/o Late Parmjeet Singh Chhabra Aged About
32 Years R/o Sundarganj Ward, Behind Moti Bhavan,
Dhamtari, Tehsil And District- Dhamtari, C.G.

... Respondents

For Petitioner : Mr. Prasoon Agrawal, Advocate
For Respondents : Mr. Jay Singh, Advocate

DB: Hon'ble Mr. Justice Parth Prateem Sahu, J
& Hon'ble Mr. Justice Sachin Singh Rajput, j

Order on Board

Per Parth Prateem Sahu, J

08.05.2026

1. This writ petition is preferred by petitioner challenging the
order of the Chhattisgarh Rent Control Tribunal, Raipur dated
19.11.2025 by which appeal preferred by petitioner herein has



been dismissed and the order dated 02.01.2025 passed by the court of Rent Control Authority, District Dhamtari directing eviction of petitioners from the suit accommodation and to pay arrears of rent, has been affirmed.

2. Facts of the case, in nutshell, are that respondents had filed an application under Section 12 of the Chhattisgarh Rent Control Act, 2011 (for short 'the Act of 2011') before the Rent Control Authority, District Dhamtari seeking eviction of petitioner herein from double storied building situated at Makai Chowk, Dhamtari (for short 'the premises'), projecting the grounds of *bona fide* need of suit accommodation for themselves as they want to start their own business and violation of the terms and conditions of tenancy as the petitioner had sub-letted tenanted premises without consent of the respondents; tenancy of suit premises has come to an end on 28.02.2023 and despite service of notice seeking vacant possession of the premises, petitioner neither replied the notice nor vacated the premises. Hence, the respondents are entitled for vacant possession of the suit premises. Said application came to be registered as Case bearing No.202306132800001/a-9 (1) Year 2022-23.
3. Petitioner-tenant filed reply to eviction application and denied landlord-tenant relationship. It was pleaded that by entering into a verbal agreement to sell, the premises in which



petitioner is running the business, has been agreed to be sold by the respondents-landlord for consideration of Rs.30,00,000/- and obtained an advance of Rs.5,00,000/-, hence, petitioner is not a tenant. Since, the petitioner was going to purchase the premises and it was in a dilapidated condition, he with the consent of respondents made repairs by spending Rs. 58,00,000/-. It was further pleaded that instead of selling the premises to petitioner, the respondents wanted to grab the premises and quarrelling for their eviction regarding which petitioner has lodged report in concerned police based on which FIR was registered. It was further pleaded that petitioner has not sub-letted the premises. Eviction application is filed based on fabricated documents. It was also pleaded that the person presently running the business from the premises has not been impleaded as a party to the proceeding.

4. After recording the evidence and hearing learned counsel for respective parties, learned Rent Controlling Authority Dhamtari vide order dated 02.01.2025 allowed the eviction application of respondents with a finding that there exists a relationship of landlord and tenant between the parties; petitioner tenant has sub-letted the premises without the consent of respondents and therefore, respondents are entitled for to an order for ejectment of petitioner from the



premises. Aggrieved by the same, the petitioner preferred an appeal which has been dismissed by the Rent Control Tribunal Raipur by the order impugned. Aggrieved by the same, this writ petition has been preferred.

5. Learned counsel for petitioner submits that the order of eviction by the Rent Controlling Authority was passed mechanically, arbitrarily and without application of mind. He submits that during pendency of appeal against the order dated 5.8.2024 rejecting application filed by petitioner under Section 8 (1) (a) of the CPC as also an appeal filed against the order dated 5.9.2024 rejecting petitioner's application filed under Order 17 Rule 1 CPC, and therefore, the Rent Control Authority should not have decided the original case till decision on aforementioned appeals. However, the Rent Control Authority during pendency of appeals, passed the order of eviction and thereby followed the procedure which is not known to law. He further submits that the Rent Control Authority has decided the application during pendency of a civil suit for declaration of title and thereby committed grave error of law and jurisdiction. He further submits that the Rent Control Authority has not provided opportunity to petitioner to contest the case and defend himself by producing evidence to show that there does not exist landlord-tenant relationship between the parties.



6. Learned counsel for petitioner-tenant would submit that there was no landlord-tenant relationship between the petitioner and respondents, instead respondent No.2 had entered into agreement with wife of petitioner for sale of suit premises under which an advance of Rs.2,00,000/- was paid to her and she had promised to execute sale deed soon. When the sale deed is not executed by respondent No.2, petitioner's wife contacted respondent No.2, husband of respondent No.1, and requested to execute sale deed, he informed that respondent No.2 is not the exclusive owner of suit premises, her mother and brother are co-owners in suit premises. Whereupon, petitioner demanded back advance amount which respondent No.2 refused to return saying that he has spent the money and assured to execute sale deed saying that he will convince other family members for registration of sale deed. However, respondent No.2 neither executed registered sale deed nor returned advance money of Rs.2,00,000/-, therefore, petitioner forcibly took possession of suit premises and started business of footwear, which was never objected by respondents. Respondents failed to discharge their burden of proving due execution of rent agreements, therefore, mere production of rent agreements does not prove execution of rent agreements.



7. He further submits that as the premises was in dilapidated condition, petitioner with a fond hope of acquiring the premises, sought for permission to renovate the entire premises to the need of the petitioner. Respondents permitted the petitioner to carry out repairs works and such other related works to the premises and they had also agreed to adjust the cost of renovation in the sale price. Thereafter, petitioner in this regard has spent a total sum of Rs.58,00,000/- towards the renovation and for which he has obtained financial assistant from the bank. The bank authorities towards security of loan demanded title document and on his disclosure that suit premises is not recorded in the name of his wife, then bank asked to submit consent letter or authority letter of the building owner. Initially, respondent No.2 refused to issue any such document, however, after much persuasion, respondent No.2 agreed to execute rent agreement in favour of wife of petitioner. Under such compelling circumstance, although there was no relationship of landlord-tenant between them, the rent agreement came to be executed solely for the purpose of submitting before the bank. However, the learned authorities below ignoring the aforementioned facts have erroneously held that there was landlord-tenant relationship between the parties.



8. Learned counsel for petitioner further submits that due to Corona Virus Pandemic, the business of petitioners suffered huge loss and as such, they were not able to pay installment of loan and therefore, they contacted Priyanka Gyanchandani, who agreed to give financial help to petitioner, however, put a condition that till the money is returned, she will run the footwear shop of petitioner and since then she is running the shop. Hence, the petitioner has not sub-let the suit premises, as alleged by the respondents, rather use of premises by said Priyanka Gyanchandani was permitted merely with a view of helping petitioner. Even, in order to prove sub-tenancy it must be established by cogent evidence that there existed relationship of landlord-tenant between the original tenant and sub-tenant and possession of the premises in question had been parted by the tenant in favour of subtenant exclusively and there was payment of rent by sub-tenant to the original tenant. In the present case there was no evidence to prove these essentials of sub-tenancy and so the learned trial court as well as revisional court erred in law by holding sub-tenancy. Hence, finding of both the courts below are perverse on the point of sub-tenancy and liable to be interfered with.
9. Learned counsel for the petitioner submits that petitioner is in peaceful and uninterrupted long possession of the suit premises and thus, wife of petitioner has become owner of



the suit premises on the basis of adverse possession. Petitioner's wife along with said Priyanka Gyanchandani had also filed a civil suit claiming relief of declaration to the suit premises on the basis of adverse possession and permanent injunction.

10. He submits that the right to lead evidence of petitioner has been erroneously closed by learned Rent Tribunal Authority and thereby he has been denied opportunity to establish that he is not tenant of the premises and in fact he is in possession based on verbal agreement to sell between the parties.
11. On the other hand, learned counsel appearing on behalf of respondents on caveat has supported the impugned orders and submitted that concurrent findings recorded by the authorities below are findings of fact based upon proper appreciation of evidence brought on record by respective parties and the same do not warrant interference in exercise of writ jurisdiction.
12. We have heard learned counsel for the respective parties and perused the record.
13. Question for determination in this writ petition is whether concurrent findings recorded by the authorities suffer from any illegality or irregularity warranting interference in exercise



of extraordinary writ jurisdiction under Article 226 of the Constitution of India.

14. Respondents filed an application under Section 12 of the Act of 2011 seeking vacation of tenanted premises on the ground that petitioner was inducted by respondents as a tenant in the premises on a monthly rent of Rs.17,000/- for a period of 11 months, which was extendable for further 12 periods of 11 months each with the increase of rent @ 10% after 36 months. Time to time rent agreement was renewed, monthly rent was enhanced and finally, the rent agreement was renewed on 10.6.2022 for the period from 01.04.2022 to 28.02.2023. On 10.2.2023, the respondents issued a notice to the petitioner and informed him that they did not intend to continue with the tenancy after expiry of rent agreement on 28.2.2023 and asked him to hand over the vacant possession of the premises by 31.3.2023 as they bona fide require suit premises for starting their own business. According to the respondents, the petitioner did not hand over possession of the premises, therefore, an application was filed before the Rent Control Authority Dhamtari seeking eviction of petitioner from the premises on the grounds that tenancy has expired on 28.02.2022; they bona fide require suit premises for starting their own business and petitioner has inducted sub-tenant without the consent of respondent Landlords. Along



with application, respondents landlords have placed on record documents as Ex.P-1 to Ex.P-12 to show that suit premises was given on rent to the petitioner herein and the petitioner has violated terms of rent agreement.

15. Petitioner filed reply to application filed under Section 12 of the Act of 2011 denying the relationship of landlord-tenant between the parties as well execution of rent agreements. By way of additional submissions, petitioner has pleaded in his reply that pursuant to proposal put forward by respondents, they agreed to purchase the suit premises for Rs.30,00,000/- and paid an advance of Rs.2,00,000/- to respondent No.2. However, even after lapse of sufficient time, when sale deed is not executed by respondents, they forcefully took possession of suit premises and started their business of footwear in the name and style of 'Shoe Park'. It was admitted by the petitioner that the suit premises was not recorded in the name of his wife and a rent agreement was executed between the parties to be submitted with the bank in connection with loan obtained by petitioner. A plea of expenditure on renovation of suit premises is also taken by the petitioner.
16. Ex.P-1C, Ex.P-2C and Ex.P-3C are notarized rent agreements submitted by respondents in support of their claim that petitioner was inducted as tenant in tenanted



premises. Perusal of agreement Ex.P-1C, first agreement, would show that petitioner had entered into a rental agreement with respondents herein on 8.2.2012 in respect of suit premises, on the monthly rent of Rs.17,000/- by paying security amount of Rs.5,00,000/- through cheque No.053251 dated 9.2.2012. Tenancy was extendable for further 12 periods of 11 months each. After lapse of 36 months, in proportion to rate of inflation and price index, there will be 10% increase on the rent payable. According to Clause-8 of this agreement, petitioner herein will keep the premises in his possession and will not be entitled to keep any tenant, licensee or partner and/or will not hand over the premises to any person whosoever by way of any transfer or will. According to Clause 12, security of Rs.5,00,000/- paid by tenant to the landlord was liable to refund at the time of vacating the premises by tenant. Subsequently, agreement, Ex.P-1C, has been cancelled and fresh agreements dated 01.06.2020 and 10.6.2022, which also contain a clause that in case of change of use of the premises for the purpose other than the purpose for which it is let out, the consent of landlord is necessary. Bank account statement of respondent No.2 is also filed as Ex.P-11 to show transfer of rental payment in his account from the bank account of petitioner.



17. Ex.P-12 is the final report submitted before the learned Judicial Magistrate 1st Class Dhamtari in connection with FIR No.34/2023 dated 10.02.2023 registered on the complaint of petitioner alleging use of criminal force by respondent No.2 for getting the suit premises vacated from him. In this FIR, petitioner has admitted that he was inducted as a tenant in the suit premises by the respondents in the year 2012. In the statement of petitioner recorded during investigation of aforementioned crime also forms part of Ex.P-12 and according to this statement of petitioner, he has taken the suit premises on rent of Rs.17,000/- per month from the respondents in the year 2012.
18. From the above discussed facts and above referred documents, it is appearing from the contents of FIR lodged by petitioner as well his statement recorded by police that there is clear admission on the part of petitioner that he was inducted as tenant in suit premises at the monthly rent of Rs.17,000/- by the respondents in the year 2012. This admission is material because it establishes the origin of tenancy and confirms that petitioner entered into the premises under a lawful tenancy and not as an independent occupant or owner. Factum of tenancy gets further corroboration from the bank account statement of respondent No.2, which is marked as Ex.P-12, showing deposit of rental payment of suit



premises for long period thereby corroborating existence of rent agreements, the terms stated therein and acting thereupon by petitioner without any demur. There is no explanation in the reply or in the evidence produced by the petitioner herein as to why amount is transferred by petitioner in the bank account of respondent No.2 for long period.

19. A somersault has been taken by petitioner in reply to eviction application that he has entered into an agreement to sell in respect of the premises; paid advance amount to respondents and execution of rent agreement was only an arrangement to facilitate loan proceedings. Meaning thereby, the petitioner wanted the Court to believe that rent agreement was superfluous documents not to be acted upon and he is in possession of suit premises based on agreement to sell between the parties. Hence, the onus had been on the petitioner as propounder of non-existence of landlord-tenant relationship between the parties, to establish the same by credible evidence on the basis of preponderance of probabilities. Unfortunately, petitioner has not brought on record any material indicating that an offer to sell the suit premises was made or any agreement to sell between the parties was executed based on which he is continuing in possession since the year 2012 or that rent agreements were superfluous document not to be acted upon.



Just by saying that respondents have received the advance amount, does not prove that petitioner is not the tenant of the suit premises and has become the owner of the same. If the petitioner has paid amount to respondents for some other purpose not being rent, then it is burden on the petitioner to prove the same, but in this regard there is no proof by petitioner.

20. That apart, there is no pleading in the reply submitted by petitioner to the effect that requirements as prescribed under the Act of 2011 for filing of an application for eviction have not been complied with or fulfilled.
21. Furthermore, the petitioner has not filed any suit for specific performance of contract in respect of alleged oral agreement entered between the parties. Rather, petitioner has filed the suit for grant of decree of declaration and permanent injunction in respect of the premises on the ground of adverse possession in light of the fact that he is in peaceful possession of the premises for the last more than 14 years without any protest by respondents. Thus, the nature of relief claimed in civil suit filed by petitioner-tenant contradicts the theory of purchase of premises. Hence, the plea of entering into verbal agreement to sell between the parties is of no consequence in the present application for eviction, more so when the suit for declaration of title and permanent injunction



was dismissed by the concerned civil Court as has come in the order dated 5.8.2024 of the Rent Control Authority by which applications submitted by petitioner under Order 12 Rule 4 of CPC ; Order 8 Rule 1 of CPC and Section 151 of CPC r/w Section 10 (3) were rejected. Thus, the petitioner utterly failed to establish on record by any evidence worth the name that the rent agreements were extraneous or superfluous documents.

22. So far as plea taken by petitioner tenant that eviction application is based on forged rent agreements is concerned, the burden to prove the same was on the petitioner and from the documents and evidence available on record, it is clear that he has not been able to prove this fact as to how and in what manner the rent agreements are forged. Nowhere in the reply he has denied his signature on rent agreements. Otherwise also, he has not taken any action against the respondents by lodging FIR against them when the said agreements came to his knowledge. Therefore, the fact that the rent agreements are forged, has not been proved by the defendant appellant.
23. The plea of expenditure on construction/ renovation could not be substantiated by petitioner. No document is filed along with reply in this regard. Even otherwise such an expenditure, even if incurred, does not create any right, title or interest in the suit premises in the petitioner. Thus, the claim of petitioner that he



is in possession of suit premises based on agreement to sell remains only a bald averment in the reply, without any supporting document or positive evidence produced during trial.

24. Hence, in view of above discussion, in particular the contents of FIR lodged by petitioner and his statement recorded by police, it is clearly established that there was landlord-tenant relationship between the petitioner and respondents, which gets corroboration from the bank account statement (Ex.P-12) showing deposit of rental payment of suit premises for long period in terms of rent agreements thereby corroborating the existence of rent agreements and the terms stated therein.
25. For the foregoing discussion, in the considered opinion of this Court, the finding of learned Rent Controlling Authority as to the existence of relationship of landlord-tenant in terms of rent agreements, Ex.P-1 to P-3C, is on the basis of proper appreciation of evidence available on record and there is no infirmity in the same warranting interference.
26. As held in preceding paragraph that tenancy in respect of the suit premises was created in favour of petitioner by agreement of rents executed between the parties. In the agreement of rent there is a stipulation that petitioner shall not use the premises for the purpose other than for which he was inducted as tenant and for use of any other purposes, consent



of respondent No.1 will be necessary. One of the grounds pleaded for ejectment is that petitioner has sub-let the premises to one Priyanka Gyanchandani without the consent of respondents and in support thereof, they have produced sub-letting agreement (Ex.P-12) executed between petitioner and one Priyanka Gyanchandani on 1.9.2022 in respect of premises. According to this sub-tenancy agreement, the party no.1 i.e. petitioner herein, has taken the suit premises on rent from its owner, due to heavy loss in the business he is not in a position to run the business any further and he is finding difficult to even pay rent of the suit premises to the landlord and for these reasons, he is giving the suit premises on monthly rent of Rs.22,500/- to Party No.2 to Ex.P-8, namely Priyanka Gyanchandani, subject to other conditions mentioned therein. Respondents have also produced registration certificate (Ex.P-8C) issued under the Chhattisgarh Shops and Establishments Act, 1959 in the name of said Priyanka Gyanchandani on the address of the premises. Fact of sub-letting of suit premises to said namely Priyanka Gyanchandani, who is daughter of petitioner's brother, is specifically admitted by petitioner in his reply to application filed under Section 12 of the Act of 2011.

27. In light of above facts of the case, sub-letting of the premises stands proved from own admission of petitioner. Admission is



the best piece of evidence, which can be made use of by the other side. In the present case, the admission contained in the reply lead to the conclusion that the authority below could be satisfied on the material available and admission in the reply that the petitioner was guilty of sub-letting because he has sub-letted the suit premises without consent and permission of the respondents. Hence, the finding of sub-letting arrived at by the Rent Control Authority is based on due appreciation of evidence available on record and no illegality had been committed by it in drawing such an inference.

28. As regards the contention that no sufficient opportunity was granted to the tenant to lead evidence, suffice it is to say, that the record speaks otherwise. On 02.05.2024 the issues were framed by the Rent Control Authority in presence of both the parties and the case was fixed for evidence on 16.5.2024. On 16.5.2024 the petitioner was not absent and matter was adjourned for 10.6.2024. On 10.6.2024 the evidence was produced from the side of respondents-landlord and time was sought on behalf of petitioner to cross-examination. On 24.6.2024 time to lead evidence was again sought on behalf of petitioner and therefore, the matter was adjourned for 11.7.2024. On 22.8.2024 when the case was fixed for evidence, an adjournment was sought on behalf of petitioner-



tenant and as a last opportunity, time was granted to adduce evidence. When the matter was taken up for hearing on 28.10.2024, time was again sought from the side of petitioner-tenant to lead evidence and in the interest of justice, time was granted and the matter was fixed for 28.11.2024. On 28.11.2024 time was again granted to the petitioner to adduce evidence. Despite aforesaid opportunities, when the petitioner failed to lead evidence, his right to lead evidence was closed on 5.12.2024 and the matter was fixed for final arguments. Thus, perusal of order sheets of the Rent Control Authority indicate that despite availing several opportunities the petitioner-tenant could not lead evidence in support of his case. Hence, it is apparent that learned Rent Control Authority has granted sufficient opportunities to the petitioner to lead his evidence. However, he has not produced evidence on account of some reason or other. Therefore, this Court is of considered opinion that submission made by counsel for petitioner that the petitioner was not granted sufficient opportunity to defend himself is misconceived and cannot be accepted.

29. Even otherwise, sole defence raised by petitioner in his reply is that he has entered into the premises based on verbal agreement to sell and not as a tenant. However, petitioner has not brought on record any positive material to support



such a plea. On the contrary, respondents-Landlords have produced positive material on record establishing the existence of landlord-tenant relationship with the petitioner. Therefore, petitioner tenant is estopped from challenging the title of respondents landlord of the premises in view of Section 116 of the Evidence Act, 1872, which clearly stipulates that there would be an estoppel against a tenant challenging the landlord's title. In case of **Tej Bhan Madan vs II Additional District Judge & ors**, reported in **(1988) 3 SCC 137**, Hon'ble Supreme Court observed as under:-

"9. The law as to the estoppel of a tenant under Section 116 of the Evidence Act is a recognition and statutory assimilation, of the equitable principles underlying estoppel in relation to tenants. The section is not exhaustive of the law of estoppel. The section, inter alia, predicates that no tenant of immovable property shall, during the continuance of the tenancy, be permitted to deny the landlord of such tenant had, at the beginning of tenancy, title to such property."

30. Coming to contention of learned counsel for petitioner that final order in eviction proceeding is passed by the Rent Control Authority during pendency of appeals against dismissal of some applications filed by him. It is well settled that filing of an appeal against any interlocutory order or an application for grant of stay, shall automatically not mean stay of further proceeding of original case, unless specific prayer in



this regard is made and orders thereon are passed. In case of Atma Ram Properties (P) Ltd. v. Federal Motors (P) Ltd., reported in (2005) 1 SCC 705, which has been referred by Hon'ble Supreme Court recently in Para-68 of its decision dated 07.10.2025 in Petition for Special Leave to Appeal (C) No.19767/2025, parties being Lifestyle Equities C.V. & Anr. Vs Amazon Technologies INC, Hon'ble Supreme Court has observed as under:-

“ 8. It is well settled that mere preferring of an appeal does not operate as stay on the decree or order appealed against nor on the proceedings in the court below. A prayer for the grant of stay of proceedings or on the execution of decree or order appealed against has to be specifically made to the appellate court and the appellate court has discretion to grant an order of stay or to refuse the same.....”
This consideration is pitted and weighed against the other paramount consideration: why should a party having succeeded from the court below be deprived of the fruits of the decree or order in his hands merely because the defeated party has chosen to invoke the jurisdiction of a superior forum.....”

31. In case at hand, petitioner has not brought anything on record to show that any stay was granted in favour of petitioner in the appeal filed by him, restraining the Rent Control Tribunal from delivering final judgment in the matter. Hence, we do not find any force in the above submission and it is hereby repelled.



32. For the foregoing discussion and reasons, this writ petition is found to be without merit and is hereby dismissed.

Sd/-

(Parth Prateem Sahu)

Judge

Sd/-

(Sachin Singh Rajput)

Judge

roshan/-