

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**

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**CR-4515-2025 (O&M)**

M/s Ashim &amp; Company through its Proprietor Sh. Ashim Talwar

. . . . Petitioner

Vs.

M/s Universal Fastners Pvt. Ltd.

. . . . Respondent

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**Reserved on: 06.07.2026****Pronounced on: 09.07.2026****Pronounced Fully/Operative Part: Fully**

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**CORAM: HON'BLE MR JUSTICE DEEPAK GUPTA**

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Present: - Mr.Jagdish Manchanda, Sr. Advocate, with  
Mr.Nischal Chetanya Manchanda, Advocate,for the petitioner.

Mr.R.S. Mamli, Advocate, for the respondent.

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**DEEPAK GUPTA, J.**

The present revision petition has been filed against the order dated 02.07.2025 [Annexure P-7] passed by the learned Rent Controller, Faridabad, whereby the application filed by the petitioner under Order I Rule 10 read with Section 151 CPC seeking impleadment of one Sardar Sarabjit Singh Minhas as a party to the eviction petition has been dismissed.

2. Learned counsel for the petitioner submits that after execution of a partnership deed dated 02.12.2019, the proprietary concern of the petitioner stood reconstituted into a partnership firm and possession of the tenanted premises was handed over to the newly inducted partner Sardar Sarabjit Singh Minhas. It is contended that an arbitral award dated 29.07.2024 has also declared that the petitioner is no longer liable for the liabilities of the firm and, therefore, Sardar Sarabjit Singh Minhas is a necessary party to the eviction proceedings. It is argued that in his absence, no effective adjudication can take place and the learned Rent Controller has illegally declined the prayer for impleadment.

3.           **Learned counsel appearing on behalf of the respondent-landlord,** on the other hand, has supported the impugned order and submitted that no illegality has been committed by the learned Rent Controller in dismissing the application under Order I Rule 10 CPC. It is argued that the relationship of landlord and tenant admittedly came into existence between the respondent and M/s Ashim & Company through its proprietor Ashim Talwar under the lease agreement dated 02.12.1987. The proposed party, namely Sardar Sarabjit Singh Minhas, is a complete stranger to the tenancy and has never been recognized as a tenant by the respondent. It is further submitted that any subsequent partnership deed or internal arrangement entered into by the petitioner with the proposed party is purely an inter se arrangement, which cannot bind the respondent-landlord nor compel him to litigate against a person with whom he has no contractual relationship. Learned counsel contends that the arbitral award dated 29.07.2024 also governs only the rights and liabilities between the partners and does not affect the respondent's independent rights under the tenancy. It is further argued that the application was filed only with a view to delay the eviction proceedings and to enlarge the scope of the lis by introducing wholly foreign issues relating to disputes between the partners. Reliance is placed upon the settled principle that the plaintiff/landlord is the *dominus litis* and cannot ordinarily be compelled to implead a person against whom no relief is claimed. It is, therefore, submitted that the proposed party is neither a necessary nor a proper party within the meaning of Order I Rule 10 CPC and the present revision petition, being devoid of merit, deserves to be dismissed.

4.           I have heard learned counsel for the petitioner and have perused the impugned order.

5.           The law governing impleadment under Order I Rule 10 CPC is no longer res integra. In ***Kasturi v. Iyyamperumal and others, (2005) 6 SCC 733***, the Hon'ble Supreme Court held that a plaintiff is the dominus litis and cannot ordinarily be compelled to sue a person against whom no relief is claimed. It was further held that a person can be impleaded only if he is a necessary party, i.e. one without whom no effective decree can be passed, or at least a proper

party, whose presence is necessary for complete and effective adjudication of the issues involved in the suit. A stranger claiming an independent or collateral right cannot insist upon being impleaded merely because his presence may incidentally affect his interest.

6. The aforesaid principle was elaborately explained by the Hon'ble Supreme Court in ***Mumbai International Airport Private Limited v. Regency Convention Centre and Hotels Private Limited and others, (2010) 7 SCC 417***, wherein it was held that while exercising powers under Order I Rule 10 CPC, the Court has to examine whether the presence of the proposed party is indispensable for effectively adjudicating the controversy involved between the existing parties. The Supreme Court categorically held that a person whose presence is not necessary for deciding the issues arising between the plaintiff and the defendant cannot be added merely because he has an independent claim or because his addition may avoid multiplicity of proceedings. The discretion under Order I Rule 10 CPC has to be exercised judicially and not to enlarge the scope of litigation by introducing collateral disputes.

7. It is thus clear that the scope of Order I Rule 10 CPC is well settled. A person can be impleaded only if he is either a necessary party, without whom no effective decree can be passed, or at least a proper party whose presence is necessary for complete and effective adjudication of the dispute. The provision cannot be invoked to compel a plaintiff or landlord to litigate against a person against whom no relief is claimed or with whom he never entered into any contractual relationship. It is equally well settled that the landlord is dominus litis. Subject to the statutory provisions governing eviction proceedings, it is for the landlord to choose the person against whom relief is sought. The tenant cannot compel the landlord to implead another person merely because inter se disputes have arisen between the tenant and such third party.

8. Applying the aforesaid principles to the facts of the present case, it is not disputed that the tenancy was originally created by the respondent-landlord in favour of M/s Ashim & Company through Ashim Talwar under the lease agreement dated 02.12.1987. The entire relationship of landlord and tenant flows from the said contract. The respondent-landlord has not

recognized Sardar Sarabjit Singh Minhas as his tenant nor is there any plea that the alleged induction of the said person was with the consent or approval of the landlord. Rather, the petitioner's own case is that possession was delivered by it to the proposed party pursuant to an internal arrangement between them. Such unilateral arrangement cannot alter or extinguish the contractual relationship existing between the landlord and his tenant.

9. The arbitral award relied upon by the petitioner also does not advance its case. The award merely determines the respective rights and liabilities between the partners inter se. Such adjudication neither binds the landlord, who is not shown to be a party thereto, nor can it modify the contractual tenancy existing between the landlord and the original tenant. Rights flowing from an arbitration award cannot prejudice the independent contractual rights of a third party, who was not a participant in the arbitral proceedings.

10. The plea that possession presently vests with Sardar Sarabjit Singh Minhas also does not make him a necessary party. If the petitioner's own stand is that possession has been parted with in favour of a third person without the landlord's consent, the said circumstance may furnish a defence or may even constitute a ground available to the landlord under the rent law. However, it cannot be used by the tenant to insist upon impleadment of such third person. A tenant cannot take advantage of his own unilateral act of inducing another person into possession and thereby compel the landlord to enlarge the scope of the eviction proceedings.

11. The learned Court below has rightly observed that if indeed the petitioner claims to have ceased to be in possession, it was always open to him to disclose the true factual position before the Rent Controller and contest the proceedings accordingly. However, such a plea, by itself, does not render the proposed party either a necessary or a proper party to the eviction proceedings. The controversy sought to be introduced by the petitioner pertains to the internal arrangement between the partners of the firm and the liabilities arising therefrom. Such inter se disputes are wholly alien to the landlord's claim for eviction founded upon the relationship of landlord and

tenant. The Rent Controller is only required to adjudicate the rights flowing from the tenancy and not the private disputes between the tenant and a third person.

12.           Apart from the above, the scope of interference by this Court under Article 227 of the Constitution is extremely limited. In ***Shalini Shyam Shetty and another v. Rajendra Shankar Patil, (2010) 8 SCC 329***, the Hon'ble Supreme Court authoritatively held that the supervisory jurisdiction under Article 227 is intended only to keep subordinate Courts within the bounds of their authority and cannot be exercised as if it were an appellate jurisdiction. Interference is justified only where there is patent perversity, gross miscarriage of justice, manifest failure to exercise jurisdiction, or exercise of jurisdiction contrary to law. Mere possibility of another view is no ground to invoke supervisory jurisdiction.

13.           Examined in the light of the aforesaid settled principles, the impugned order does not suffer from any jurisdictional error, patent illegality or perversity. The learned Rent Controller has exercised the discretion vested in it under Order I Rule 10 CPC on sound judicial principles after noticing that the controversy sought to be introduced by the petitioner is entirely collateral to the landlord-tenant dispute.

14.           The proposed party is neither a necessary nor a proper party for deciding the lis between the landlord and the original tenant. No jurisdictional error, patent illegality or perversity is demonstrated in the impugned order so as to warrant interference by this Court. No ground is, therefore, made out for interference by this Court under Article 227 of the Constitution of India.

15.           Consequently, finding no merit in the present revision petition, the same is dismissed. Pending miscellaneous application(s), if any, shall also stand disposed of.

(DEEPAK GUPTA)  
JUDGE

09.07.2026  
*Vivek*

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| <i>Whether Speaking/reasoned</i> | <i>Yes</i> |
| <i>Whether reportable</i>        | <i>No</i>  |

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