

this, I see no justification for interfering with the order of the Commissioner and dismiss the revision petition.

Announced.

**Petition dismissed.**

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**PUNJAB AND HARYANA HIGH COURT**

**Larger Bench**

**Before: Vijender Jain, C.J., M.M. Kumar, Jasbir Singh, Rajive Bhalla and  
Rajesh Bindal, JJ.**

Regular Second Appeal No. 815 of 1994

Decided on: 23.05.2008

Ram Chander

Petitioner

Versus

Bhim Singh and others

Respondents

Alongwith

R.S.A. No. 2527 of 1994

(Rohtas Singh and another v. Ram Niwas and others)

For the Petitioner: Mr. Ramesh Hooda, Advocate.

For the Respondents: Mr. N.C. Kinra, Advocate and Mr. Harsh Kinra,  
Advocate, Mr. C.B. Goel, Advocate.

**A. Joint Property -- Co-sharer – Co-owner – Status of -- Property held in common by two or more persons, whatever be its nature or origin, is said to be joint property and the owners thereof joint owners -- Joint property envisages a community of interest (ownership) and a commonality of possession vested in the entire body of owners called co-sharers/joint owners -- Every co-sharer shall be owner in possession of every inch of the joint estate -- Status as a co-sharer would be preceded by a tangible act of conferring proprietary status, whether by way of membership of a co-parcenary or by devolution of interest, pursuant to inheritance or by assignment of property by sale etc.**

**(Para 8)**

**B. Joint Khewat – Co-sharer – Co-owner – Right of -- A co-sharer in possession of a specific area of joint property possesses the property for and on behalf of all other cosharers/joint owners -- Separation of possession without a corresponding intent, to sever the joint status of the community of joint owners does not confer a right upon a co-sharer in separate possession to assert his separate ownership -- A joint owner, therefore, would be owner of a specified share in the entire joint property but would not be entitled to claim separate ownership of any specified and particular portion of the joint property till such time, as the property remains joint.**

**(Para 19)**

**C. Transfer of Property Act, 1883 (4 of 1882), Section 44 – Joint**

**Khewat – Transfer by one co-owner -- Upon transfer of his share or a part thereof, a co-sharer transfers only such rights as vest in him as a joint owner, namely, his specified share or a part thereof in the community of joint owners with commonality of possession -- A vendee from such a joint owner or a co-sharer would, therefore, receive the property so transferred, with all the rights and liabilities that vested in his vendor, namely, a right to assert a community of interest (ownership) and a commonality of possession in the entire joint estate and along with the entire body of joint/co-owners.**

**(Para 20)**

**D. Transfer of Property Act, 1883 (4 of 1882), Section 44 – Joint Khewat – Co-sharer – Co-owner – A sale of land from a specific khasra/killla number, forming part of a specific rectangle number, but being a part of a joint khewat, would, be deemed to be the sale of a share from the joint khewat -- Such a vendee would be deemed to be a co-owner/co-sharer in the entire joint khewat, irrespective of the artificial divisions of the joint land into different rectangles, khasra and killa numbers.**

**(Para 22)**

**E. Transfer of Property Act, 1883 (4 of 1882), Section 44 – Joint Khewat – Co-sharer – Co-owner – Right of Sale -- Revenue entries reflects possession of specific land – Transfer of any right, title or interest, from the portion in his specific possession, his vendee would be entitled to protect the portion so transferred, without, however, asserting exclusive ownership to the portion so transferred and possessed, till such time as the joint estate is not partitioned.**

**(Para 23)**

**F. Punjab Land Revenue Act, 1887 (XVII of 1887), Section 34 -- Revenue Entries – Object of -- Revenue entries reflect the rights of the parties as opposed to conferring rights and raise rebuttable presumptions as to their correctness -- They reflect an existing state of affairs, namely, an existing title or a state of possession -- Entries in revenue records neither confer nor deprive a person of his title, whether joint or separate -- Rectangle numbers and Killa numbers are revenue measures, used by revenue authorities to identify and describe fields that constitute the ownership of a land owner.**

**(Para 26)**

**G. Punjab Land Revenue Act, 1887 (XVII of 1887), Section 34, 111 -- Revenue Entries – Artificial Partition -- Where a group of land owners holds land in joint ownership and are reflected as owners in common of the khewat, they would continue to remain owners in possession of the land, though described as being situated in different khataunis, rectangles and khasra/killla numbers -- Division of land into different rectangles, khasra or killa numbers does not alter the nature of property held in common or the rights of co-sharers flowing therefrom.**

**(Para 26)**

**H. Transfer of Property Act, 1883 (4 of 1882), Section 44 – Joint**

**Khewat – Co-sharer – Co-owner – Held, opinion recorded in Bhartu's case 1981 PLJ 204 is the correct enunciation of law with respect to rights conferred upon a vendee, who purchases land out of a joint khewat, and the opinion recorded in Lachhman Singh's 1970 P.L.R 341 does not lay down the correct position of law and is, therefore, over-ruled.**

**(Para 26)**

**Cases referred:**

1. Lachhman Singh vs Pritam Chand, 1970 P.L.R 341.
2. Bhartu vs Ram Sarup, 1981 PLJ 204.
3. Mst Gurnam Kaur vs Ralla Ram and others, 1970 PLJ 687.
4. Bakhshish Singh vs Gurcharan Singh, 1972 PLJ 672.
5. Sant Ram Nagina Ram vs Daya Ram Nagina Ram, AIR 1961 Punjab 528.

**JUDGMENT**

**RAJIVE BHALLA, J.—** We are called upon, to resolve an apparent difference of opinion between the ratio of two Full Bench Judgments, namely, **Lachhman Singh vs Pritam Chand, 1970 P.L.R 341** and **Bhartu vs Ram Sarup, 1981 PLJ 204**, the former holding that purchase of land from a joint khewat by reference to specific kila/khasra numbers contained in specific rectangles would not confer the status of a co-sharer in the entire joint khewat upon the vendee and the latter holding to the contrary.

2. Before we proceed to answer the reference, it would be appropriate to briefly narrate the facts of the present case so as to place the entire controversy in its correct perspective.

3. Smt. Kitabo and Smt. Jagwanti were joint owners of agricultural land measuring 26 kanals 11 marlas, bearing Khewat No.78, Khatoni No.127, Rectangle Nos.30, 31, 32 and 1471. They sold land measuring 14 kanals 4 marlas to Bhim Singh, the plaintiff/respondent, from Khewat No.78, Khatoni No.127, Rectangle No.30/6/2/2(3-6), 15/2/2(1-7), Rectangle No.31/12/1(1-6), 19/2(2-4), Khatoni No.129, and from Killa No.31/12/2(6-1), pursuant to a registered sale deed, dated 30.12.1988. They thereafter sold land measuring 11 kanals 7 marlas to Ram Chander, the appellant-defendant, vide registered sale deed, dated 27.3.1989 from Khewat No.78, Khatoni No.127, Rectangle No.32.

4. The plaintiff/respondent filed a civil suit for possession by way of pre-emption praying that as he had become a co-sharer, in the entire land held jointly with his vendors, he had a superior right to pre-empt the sale deed, dated 27.3.1989, whereby land measuring 11 kanals 7 marlas was sold to the defendant. The defendant, however, asserted that as the plaintiff had purchased land bearing specific killa numbers from Rectangle Nos.30 and 31, he could not be deemed to be a co-sharer in Rectangle No.32 and, therefore, had no right to pre-empt the sale deed, executed in favour of the appellant with respect to land from Rectangle No.32.

5. The learned trial Court held that as the respondent/plaintiff had purchased land from a joint khewat, he had become a cosharer in the entire

khewat, and the fact that his sale deed evidenced purchase of specific killa numbers from Rectangle Nos.30 and 31 would not disentitle him to preempt the sale, made in favour of the defendant from Rectangle No.32. The trial Court placed reliance, for its conclusions, upon the Full Bench judgment in **Bhartu vs Ram Sarup's case (supra)**.

6. Aggrieved by the aforementioned judgment and decree, the appellant-defendant filed an appeal.

7. The appellate Court dismissed the appeal, by placing reliance upon the Full Bench judgment in **Bhartu vs Ram Sarup's case (supra)** and held that the respondent/plaintiff had, admittedly, purchased land out of the joint khewat, he could successfully assert a right of pre-emption being cosharer in the entire joint khewat.

8. During the hearing of the Regular Second Appeal, counsel for the appellant, placed reliance upon the judgment in **Lachhman Singh vs Pritam Chand (supra)**, to assert that the respondents were not co-sharers in the entire joint khewat. Counsel for the respondents, however, placed reliance upon the judgment in **Bhartu vs Ram Sarup's case (supra)** and asserted that as the respondents had become co-sharers in the entire joint khewat, they were entitled to pre-empt the subsequent sale. Faced with this apparent conflict between two Full Bench judgments, the present reference came to be made and reads as follows:-

“Admitted.

This appeal will have to be heard by a Full Bench in view of the conflict between the ratio of law as expressed by two Full Benches i.e. in **Lachhman Singh vs Pritam Chand, 1970 P.L.R 341 and Bhartu vs Ram Sarup, 1981 PLJ 204**. Another case on the same point, R.S.A No.1910 of 1993 has already been admitted to Full Bench. The exact order passed by V.K.Jhanji, J on 16.11.1993 to this effect is reproduced below :-

“The matter involved in this appeal was also involved in RSA No.71 of 1978 (Parbhu Dayal vs Bahadur Singh & Ors.). While hearing RSA No.71 of 1978, S.P.Goyal, J (as then was) noticed conflict between the ratio of two F.B decisions of this Court i.e Lachhman Singh vs Pritam Chand, 1970 P.L.R 341 and Bhartu vs Ram Sarup, 1981, P.L.J 204. Consequently, the matter was referred for decision to a Larger Bench. The Larger Bench was constituted but this point was not decided since the appeal in RSA 71/78 stood abated. For this see 1993(1) R.L.R 97. The point involved in this appeal would arise in many cases and, therefore, it is necessary that this conflict should be resolved. Let the papers of this case be placed before the Hon'ble C.J for constituting a F.B.

Admitted.

Dispossession of the appellants shall remain stayed during the pendency of appeal.”

The papers of this case may, therefore, be laid before Hon'ble the Chief Justice for constituting a Larger Bench for hearing this appeal as also the aforementioned appeal. Since the question is

likely to arise quite frequently, the Registry is directed to place the papers of the case before My Lord the Chief Justice for constituting a Larger Bench at an early date.”

9. Counsel for the appellant submits that as the respondents purchased land from specific rectangles, comprised in Khewat No.170, they could not claim any rights as co-sharers in Khewat Nos.171 and 172, as in **Lachhman Singh's case (supra)**, a Full Bench of this Court has held that where a vendee purchases land out of a joint khewat by reference to specific khasra numbers, and out of specific rectangles, he does not become a cosharer in the other rectangles/khewats and, therefore, in the joint khewat.

10. Counsel for the respondents, on the other hand, by relying upon a Full Bench judgment of this Court in **Bhartu vs Ram Sarup's case (supra)**, submits that divisions of property into Khewats/Khataunis/Rectangles and Khasra numbers are revenue measures adopted by revenue authorities to identify land. The rights attached to land do not flow from these artificial divisions of land. Rights are transferred to a vendee, by a co-sharer and would, therefore, necessarily convey all such rights, that were available to the vendor/co-sharer and, therefore, a vendee from a co-sharer becomes a co-sharer/joint owner in the entire joint khewat irrespective of the reference to specific khasra/killla numbers, rectangles or khewats.

11. We have heard learned counsel for the parties and perused the paper book, as also the Full Bench judgments, referred to herein above.

12. The question, therefore, that we are called upon to answer is whether purchase of land out of a joint khewat, by reference to specific killa numbers, out of specific rectangles, entitles a vendee to assert his right as a co-sharer in the entire joint holding/khewat, comprised of other rectangles and khasra numbers. Put briefly, whether sale of land out of a joint holding, by reference to specific khasra numbers, confers the status of a co-sharer upon the vendee in the entire khewat.

13. In order to answer the question posed before us, it would be necessary to examine the nature of the opinion, rendered in the two Full Bench judgments.

14. In **Lachhman Singh's case (supra)**, Rajinder Singh and Harinder Singh, real brothers, were owners in possession of half share, whereas the other half share was owned by Ajmer Singh. The land was described as bearing in Khewat No.171, rectangle Nos.6, 12, 13 and 16, and Khewat No.172, bearing rectangle Nos.13 and 16. On 20.8.1960, Harinder Singh, co-sharer sold, by a registered sale deed, 48 kanals and 2 marlas of land to the plaintiff, comprising of rectangle No.6, killa Nos.16 and 25, rectangle No.13, Killa Nos.1 to 19 and 22 to 26, 1/4th share, and 1 kanal 10 marlas, out of 7 kanals and 10 marlas, comprising of rectangle No.13, killa No.20, 1/5th share. On 2.2.1965, another co-sharer Ajmer Singh, vide registered sale deed, sold 103 kanals and 8 marlas of land to Lachhman Singh out of rectangle No.16, Khewat Nos.171 and 172, Killa Nos.6, 7, 8, 13, 14, 15, 17/2, 16, 17/1, 18, 19, 23, 24 and 25. Killa Nos.6, 7, 8, 13, 14, 15 and 17/2 are in Khatauni No.251 of Khewat No.171, and killa Nos.16, 17/1, 18, 19, 23, 24 and 25 are in Khatauni No.258 of Khewat No.172. Pritam Chand and another (plaintiffs), sought to pre-empt the sale deeds in favour of the defendant by asserting their rights as

a co-sharer, under Section 15(1)(b), Fourthly, of the Punjab Pre-emption Act, 1913 (Punjab Act 1 of 1913), as by an earlier sale in their favour, by Harinder Singh co-sharer, they had become co-sharers in the land sold by Ajmer Singh to Lachhman Singh. The suit was dismissed by the trial Court by holding that the plaintiffs were not co-sharers of the joint land with Ajmer Singh-vendor, as they had purchased a specific share out of specific killa numbers, being specific rectangles and, therefore, did not become co-sharers in the entire Khewat Nos.171 and 172. The appellate Court, however, reversed the said judgment and held that the sale in favour of the appellants was of land from the joint khewat and, therefore, as they had become co-sharers in the entire Khewat, they were entitled to the relief of pre-emption.

15. The dispute eventually came to be referred to a Full Bench of this Court. The Full Bench, in **Lachhman Singh's case (supra)**, after a considered appraisal of various judgments, held that as Pritam Chand and another had not purchased a share from the entire joint land of the three co-sharers and having purchased a share of defined killa numbers from defined rectangles, in terms of sale deed, they did not have any rights beyond the land of which share had been sold to them. It was held that Pritam Chand and another would become joint owners or co-sharers of the land bearing rectangle Nos.6 and 13 with the original co-owners but would not become co-sharers with them in the other or remaining joint land of the three original co-sharers. It was held that where a vendee purchases specific killa/khasra numbers from a specific rectangle, he does not become a co-sharer in the entire khewat and his rights, if any, as a co-sharer would be confined to the rectangle/killa numbers, reflected in his sale deed and as a necessary corollary would not confer any right as a co-sharer with respect to the entire joint khewat.

16. On the other hand in **Bhartu vs Ram Sarup's case (supra)**, Ram Chander son of Ram Singh sold land measuring 21 square yards out of 4 kanals and 2 marlas bearing Khasra No.99/4/2, Khatauni No.204 and Khewat No.100 through a registered sale deed, dated 19.5.1966 to Bhartu. Ram Sarup, claiming to be a co-sharer, in the said Khewat, filed a suit for possession of the said land by way of pre-emption. Both the trial as well as the appellate Courts upheld the claim of Ram Sarup and decreed the suit. In Regular Second Appeal, the matter was referred to a Full Bench. The dispute before the Full Bench was whether purchase of land by reference to specific khasra numbers would confer the right of a co-sharer upon the vendee in the entire joint khewat. After considering the Full Bench judgment in **Lachhman Singh's case (supra)** and other judgments, it was held that the question, whether the sale of specific khasra numbers, out of a khewat, would be a sale of share out of joint land or not, would depend on the inter se rights of co-sharers in the joint khewat and their nature. Primary reliance was placed upon a Division Bench judgment in **Sant Ram Nagina Ram vs Daya Ram Nagina Ram, AIR 1961 PB 528**, which succinctly sets out the inter se rights and liabilities of co-sharers. It was thereafter held that when a co-sharer sells his share or any portion thereof in the joint holding and puts the vendee into possession of the portion in his possession what he transfers is his right as a co-sharer in the land and the right to remain in its exclusive possession till the joint holding is partitioned amongst all co-sharers by referring to Section 44 of the Transfer of Property Act, 1882 which provides that where one or two or more co-owners of immovable property legally competent in that behalf

transfer their share of such property or any interest therein, the transferee acquires as to such share or interest and so far as is necessary to give effect to the transfer, the transferor's right to joint possession or other common or part enjoyment of the property, and to enforce a partition of the same but subject to the conditions and liabilities affecting at the date of the transfer, the share or interest so transferred. The question, therefore, posed before the Full Bench was answered in the affirmative and it was held that sale, by a co-owner, of specific portion of joint land, described by particular khasra numbers, out of a joint khewat, would be the sale of a share out of joint land and preemptable, under Section 15(1)(b) of the Punjab Pre-emption Act.

17. It would also be necessary to mention here that while recording the above opinion, judgments in **Mst Gurnam Kaur vs Ralla Ram and others, 1970 PLJ 687**, and **Bakhshish Singh vs Gurcharan Singh, 1972 PLJ 672**, which had followed the ratio of the Full Bench judgment in **Lachhman Singh's case (supra)**, were over-ruled by holding that these judgments were no longer good law. It, therefore, appears that though in **Bhartu vs Ram Sam Sarup's case (supra)**, a clear departure was made from the pinion recorded in **Lachhman Singh's case (supra)**, their Lordships chose to merely hold that the judgment in **Lachhman Singh's case (supra)** had no direct bearing on the question, posed before them.

18. Any answer to this difference in opinion, namely, as to which of the views is the correct enunciation of the law, would necessarily lie in the nature of joint property, the rights and liabilities of joint owners, and the legal nature and value of revenue entries.

19. Property held in common, by two or more persons, whatever be its nature or origin, is said to be joint property and the owners thereof joint owners. Joint property, envisages a community of interest (ownership) and a commonality of possession vested in the entire body of owners called co-sharers/joint owners. This body of owners is joint, both in possession and in ownership of the property and every co-sharer shall be owner in possession of every inch of the joint estate. Inherent in his status as a cosharer/joint owner and flowing from his status as a joint owner or a cosharer of the joint property is the right to assert ownership with respect to every part and parcel of the joint property. The status as a co-sharer would be preceded by a tangible act of conferring proprietary status, whether by way of membership of a co-parcenary or by devolution of interest, pursuant to inheritance or by assignment of property by sale etc. A co-sharer asserts joint title and possession even, where other co-sharers/joint owners are in separate possession of different parcels of land and as a natural consequence, a co-sharer in possession of a specific area of joint property possesses the property for and on behalf of all other cosharers/joint owners. Co-sharers may and often do for the purpose of better management of the joint estate hold separate possession of parcels of joint land. This separation of possession, without a corresponding intent, to sever the joint status of the community of joint owners does not confer a right upon a co-sharer in separate possession to assert his separate ownership. A joint owner, therefore, would be owner of a specified share in the entire joint property but would not be entitled to claim separate ownership of any specified and particular portion of the joint property till such time, as the property remains joint.

20. A joint owner/co-owner, just as an individual owner, has an inherent right to alienate the joint property, limited to the extent and the nature of his share holding. Upon transfer of his share or a part thereof, a co-sharer transfers only such rights as vest in him as a joint owner, namely, his specified share or a part thereof in the community of joint owners with commonality of possession. A vendee from such a joint owner or a co-sharer would, therefore, receive the property so transferred, with all the rights and liabilities that vested in his vendor, namely, a right to assert a community of interest (ownership) and a commonality of possession in the entire joint estate and along with the entire body of joint/co-owners. Our above conclusion draws sustenance from Section 44 of the Transfer of Property Act and a reproduction thereof would place our conclusions in perspective, as under:-

“44. Transfer by one co-owner.-- Where one or two or more co-owners of immovable property legally competent in that behalf transfers his share of such property or any interest therein, the transferee acquires as to such share or interest, and so far as is necessary to give, effect to the transfer, the transferor's right to joint possession or other common or part enjoyment of the property, and to enforce a partition of the same, but subject to the conditions and liabilities affecting at the date of the transfer, the share or interest so transferred.”

21. In order to lend weight to our conclusions, we draw upon the observations of a Division Bench judgment of this Court, relied upon and referred to in both the Full Bench Judgments, that we are called upon to interpret. While considering the nature of joint property and the inter se rights and liabilities of co-sharers, a Division Bench in **Sant Ram Nagina Ram vs Daya Ram Nagina Ram, AIR 1961 Punjab 528** set out in detail the inter-se rights and liabilities of co-sharers in the following terms :-

“(1) A co-owner has an interest in the whole property and also in every parcel of it.

(2) Possession of joint property by one co-owner, is in the eye of law, possession of all even if all but one are actually out of possession.

(3) A mere occupation of a larger portion or even of an entire joint property does not necessarily amount to ouster as the possession of one is deemed to be on behalf of all.

(4) The above rule admits of an exception when there is ouster of a co-owner by another. But in order to negative the presumption of joint possession on behalf of all, on the ground of ouster, the possession of a co-owner must not only be exclusive but also hostile to the knowledge of the other as, when a co-owner openly asserts his own title and denies that of the other.

(5) Passage of time does not extinguish the right of the co-owner who has been out of possession of the joint property except in the event of ouster or abandonment.

(6) Every co-owner has a right to use the joint property in a husband like manner not inconsistent with similar rights of other co-owners.

(7) Where a co-owner is in possession of separate parcels under an arrangement consented by the other co-owners, it is not open to any



body to disturb the arrangement without the consent of others except by filing a suit for partition.”

22. It is, therefore, apparent that a co-owner has an interest in the entire property and also in every parcel of the joint land. When a co-sharer alienates his share or a part thereof in the joint holding what he brings forth for sale is what he owns .i.e .a joint undivided interest in the joint property. A sale, therefore, of land from a specific khasra/killa number, forming part of a specific rectangle number, but being a part of a joint khewat, would, in view of the nature of the rights conferred upon a co-sharer, be deemed to be the sale of a share from the joint khewat and such a vendee would be deemed to be a co-owner/co-sharer in the entire joint khewat, irrespective of the artificial divisions of the joint land into different rectangles, khasra and killa numbers.

23. Another attribute of joint property is that where a co-owner in possession of a specific portion of the joint holding and recorded as such in the revenue record, transfers any right, title or interest, from the portion in his specific possession, his vendee would be entitled to protect the portion so transferred, without, however, asserting exclusive ownership to the portion so transferred and possessed, till such time as the joint estate is not partitioned.

24. In order to place our above conclusion in perspective, we deem it appropriate to reproduce a paragraph from the judgment in **Bhartu vs Ram Sarup's case (supra)** that succinctly explains our opinion, as under :-

“6. Take another example where 'A' and 'B' jointly own a khewat in equal shares measuring 200 bighas. 'B' is in separate possession of 100 bighas of land comprised of specific khasra numbers and transfers it to 'C'. This is not disputed that in spite of this sale, 'A' continues to be a co-sharer in the land transferred by 'B'. If that is so how can it be disputed that 'C' would necessarily be a co-sharer in the remaining 100 bighas of land in possession of 'A' as otherwise it would mean that 'A' is exclusively owner of 100 bighas of land in his possession and also a co-sharer with 'C' in the remaining 100 bighas which obviously is not possible. The matter can further be illustrated by another example. 'A' and 'B' are co-sharers in the joint khewat, say of 100 bighas of land in equal shares. 'B' who is in exclusive possession of land measuring 40 bighas of land comprised of khasra Nos.1, 2, 3 and 4 transfers two khasra numbers, that is, 1 and 2, measuring 20 bighas to 'C' specifically stating in the deed that he is in possession of these khasra numbers as a co-sharer and is transferring his interest as such. Can it be said on these facts that 'C' has purchased anything except a co-sharer's interest in khasra Nos.1 and 2 in spite of the fact that the sale is of specific numbers and of the specified area. The answer obviously would be in the negative and if so then the sale is obviously of a share by the co-sharer out of the joint land and nothing else.”

25. As a result of the above discussion, we express our complete agreement with the opinion, recorded in the Full Bench in **Bhartu vs Ram Sarup's case (supra)** and are sanguine in our understanding of the law so as to hold that the Full Bench judgment in **Lachhman Singh's case (supra)** does not lay down the correct position in law, as while considering the rights of a vendor/co-sharer, flowing from his status as a co-sharer/joint owner, the Full Bench in **Lachhman Singh's case (supra)** disregarded the nature of joint

property and the status of joint owners, and placed undue significance upon artificial divisions of land, made by revenue authorities intended to identify land, namely: rectangle numbers, killa/khasra numbers etc.

26. Revenue entries reflect the rights of the parties as opposed to conferring rights and raise rebuttable presumptions as to their correctness. They reflect an existing state of affairs, namely, an existing title or a state of possession. Entries in revenue records neither confer nor deprive a person of his title, whether joint or separate. Rectangle numbers and Killa numbers are revenue measures, used by revenue authorities to identify and describe fields that constitute the ownership of a land owner. A holding may be divided into different Khewats, Khataunis, rectangles and killas/khasras all bearing different numbers. Where parties are joint owners or co-sharers, the land would comprise of a Khewat or khewats, different khataunis, rectangles and/or khasra/killas numbers. Thus, where a group of land owners holds land in joint ownership and are reflected as owners in common of the khewat, commonly known as the joint khewat, they would continue to remain owners in possession of the land, though described as being situated in different khataunis, rectangles and khasra/killas numbers. Division of land into different rectangles, khasra or killas numbers does not alter the nature of property held in common or the rights of co-sharers flowing therefrom. The Full Bench in Lachhman Singh's case (supra), disregarded the nature of joint property and by placing undue reliance upon artificial divisions of land meant to identify land, erred while holding that a vendee, who purchases land from a joint khewat by reference to specific rectangles and khasra numbers, does not become a co-sharer in the entire joint khewat.

27. Consequently, and in view of what has been stated herein above, we hold that the opinion recorded in **Bhartu vs Ram Sarup's case (supra)** is the correct enunciation of law with respect to rights conferred upon a vendee, who purchases land out of a joint khewat, and the opinion recorded in **Lachhman Singh's case (supra)** does not lay down the correct position of law and is, therefore, over-ruled. The reference is accordingly answered in the aforementioned terms.

28. Registry is directed to list the Regular Second Appeal as per roster.

**Order accordingly.**

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**FINANCIAL COMMISSIONER, APPEALS-I, PUNJAB**

**Before: P. Ram, I.A.S.**

R.O.A. No. 94 of 2007

Decided on: 19.02.2008

Rajinder Singh

Appellant

Versus

Bhajan Singh

Respondent

For the Appellant: Shri S.K. Arora, Advocate.

**Punjab Land Revenue Act, 1887 (XVII of 1887), Section 13, 16 – Remand of case – Commissioner while remanding case to Collector for a fresh decision, had also expressed his opinion on merits – Collector**