



Serial No. 01
Daily List

HIGH COURT OF MEGHALAYA
AT SHILLONG

CRP No. 37 of 2024 with
MC(CRP) No. 27 of 2024

Date of order: 11.12.2025

Tamdor Sing Nadon

.....Petitioner

- versus -

Tinora Malngiang

.....Respondent

Coram:

Hon'ble Mr. Justice Soumen Sen, Chief Justice

Appearance:

For the Petitioner : Mr L. Khyriem, Adv. with
Mr W. Jyrwa, Adv.

For the Respondent : Ms S. Kh Nongrum, Adv. with
Mr M. Prasad, Adv.

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| i) | Whether approved for reporting in Law journals etc.: | Yes/No |
| ii) | Whether approved for publication in press: | Yes/No |

JUDGMENT: (Oral)

This revision petition arises out of the order passed by the learned Judge, District Council Court, Khasi Hills, Shillong in Misc. Civil Appeal No. 14 of 2023 filed by the plaintiff for seeking a direction upon the defendant to pay rent for occupation of the suit land.

2. The plaintiff claims that by virtue of the registered sale deed dated 21.09.2021, the plaintiff became the rightful owner of the suit land. The land was purchased for a valuable consideration. The respondent did not



deny in having received the said amount but alleged that it was a loan against security.

3. The plaintiff/appellant contends that in view of the said sale deed, the respondent is required and obliged to vacate the suit premises and hand over peaceful vacant possession to the plaintiff.

4. In the said proceeding, an application was filed for determination of rent/occupational charges to be paid by the respondent during the pendency of the suit. The learned trial court rejected the said application. Being aggrieved, a miscellaneous application was filed. The first appellate court has also rejected the said application on the ground that the sale deed dated 21.09.2021 gave rise to the question of undue influence in executing the sale and unless the sale deed is proved through evidence, the plaintiff is not entitled to any relief.

5. Learned counsel for the applicant has submitted that both the courts below have misconstrued the sale deed and other evidence on record wherefrom it would be clear that the plaintiff became the owner of the suit property and the continuation of the defendant in the suit land is that of a trespasser.

6. Per contra, the learned counsel appearing on behalf of the respondent has referred to the Loan Agreement dated 23.08.2021 that precedes the sale deed and submitted that the real intention was to obtain the loan from the plaintiff upon securing the suit property and soon



thereafter due to financial distress, the defendant agreed to enter into the said Agreement under duress. The plaintiff taking advantage of such financial distress, obtained the said sale deed and is now enforcing the sale deed with ulterior purpose knowing fully well that the understanding between the parties was to create a security for the loan amount. In the written statement it has been categorially stated that the defendant had prayed for extension of time to repay the principal amount with interest which however, was denied and within a month taking advantage of the financial condition of the defendant, she was forced to execute the sale deed and thereafter the suit has been filed.

7. It is submitted that the defendant has also filed a counter claim challenging the due execution of the sale deed. However, the defendant has not denied the execution of the Loan Agreement and repayment of the loan within the period of six months. The only issue being raised is with regard to the interest rate mentioned in the said Agreement. One of the issues to be decided in the suit is as to whether it was essentially a mortgage by conditional sale upon taking note of clause 2 of the Loan Agreement or the parties have in fact entered into a Sale Agreement. One further issue would be whether the sale deed was obtained by undue influence or coercion as alleged by the defendant. The plaintiff would be entitled to occupational charges and mesne profits if the decree is passed in favour of the plaintiff.



8. It is submitted on behalf of the applicant that the defendant notwithstanding the sale deed is collecting rent from the tenants of the suit premises. However, it has to be noted that for the sale deed no separate consideration was paid and the amount lent and advanced in terms of the Agreement dated 21.09.2021, was treated to be the sale consideration for acquiring the suit property. In view of the matter, it cannot be denied that there is an obligation on the part of the defendant either to repay the loan or honour the Sale Agreement.

9. In the facts and circumstances of the case, the defendant shall deposit a sum of ₹30 lakhs with the learned trial court within a period of four weeks from date as a condition precedent for being in possession of the suit property with an undertaking not to alienate nor transfer the suit land in favour of any third party till the disposal of the suit. In the event, the aforesaid directions are not complied with, the trial court shall take immediate steps to determine the occupational charges and payment of such occupational charges should be made condition precedent for continued occupation of the defendant in the suit land as prima facie, a sale deed was executed and the plaintiff had paid a sum of ₹60 lakhs which was required to be returned or repaid along with interest within a period of six months from the date of the loan.

10. This Court directs the learned trial court to expedite hearing of the suit and all procedural formalities shall be completed at the earliest.



In the event the aforesaid amount is deposited with the learned trial court, it shall be invested in a fixed deposit account with any nationalised bank yielding highest return and it shall be kept renewed till the disposal of the suit.

11. It is needless to mention that the learned trial court in deciding the suit shall not be influenced by any observation made in this order and shall decide the suit on merits and in accordance with law. In the event it is held to be a loan transaction and not a sale or that the sale deed was executed by coercion, appropriate direction shall be passed in the decree with regard to the amounts to be deposited in terms of this order in the decree itself.

12. The petition is allowed, however, there shall be no order as to costs. MC(CRP) No. 27 of 2024 also stands disposed of.

13. TCR shall be sent down to the trial court as expeditiously as possible.

(Soumen Sen)
Chief Justice