

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Revision No.50 of 2014

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Md. Nayeem, S/O Late Lal Mohammad, C/O Kaajal Medical Hall,
Kankarbagh Main Road, Near Chiraiyantand Fly Over, P.S.- Kankarbagh,
District- Patna

.... Petitioner/s

Versus

Arun Kumar Prasad @ Bablu, S/O Late Shiv Kumar Prasad, Resident Of
Kankarbagh Road, P.S.- Kankarbagh, District And Town- Patna

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Kundan Kumar Singh

For the Respondent/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE V. NATH

ORAL JUDGMENT

9 28-09-2015

Heard Mr. Rajendra Narain, the learned senior
counsel for the petitioner and Mr.J.K.Verma, the learned counsel
for the opposite party.

This revision application has been filed under
Section 14(8) of the Bihar Buildings (Lease, Rent & Eviction)
Control, Act 1992 (hereinafter in short B.B.C.Act) assailing the
judgment and order dated 13.01.2014 passed in Eviction Suit
No.18/2010 by Munsif III, Patna whereby the aforesaid suit has
been decreed and order for eviction of the defendant from the suit
premises has been passed.

The relationship of landlord and tenant with the
plaintiff has not been disputed by the defendant. It has also not
been in dispute that the period of the lease on the basis of which



he has been in possession over the suit premises as tenant has expired on 31.03.2010. The plaintiff filed the suit on 01.05.2010 against the defendant seeking his eviction from the suit premises, on the ground of expiry of the period of tenancy as envisaged in Section 11(1)(c) of the B.B.C.Act . The defendant resisted the grant of eviction decree as prayed by the plaintiff mainly on the ground that he had been the tenant of the suit premises under the plaintiff from 1980 onwards under separate leases executed from time to time, and before the expiry of the present lease on 31.03.2010, he had sent a request letter to the plaintiff on 25.02.2010 requesting for execution of a fresh lease for a further period of 5 years, for the suit premises. The defendant also claimed that by virtue of Section 18 of the B.B.C. Act, his tenancy over the suit premises would be deemed to have been extended and therefore also the plaintiff had no right to maintain the suit for eviction.

The learned court below after considering the pleadings, evidence and submissions of the parties, has returned the finding that the period of tenancy of the defendant over the suit premises has expired on 31.03.2010, and accordingly has granted the eviction decree to the plaintiff as prayed.

Mr.Narain, learned senior counsel for the



petitioner, has submitted that the learned court below has not correctly appreciated the facts and circumstances of the case as well as the evidence adduced on behalf of the parties. It has been canvassed that Clause 3 of the deed of lease (Ext.1), annexed as Annexure-4 to the revision application, clearly stipulated the right of the lessee to get the period of lease extended and the only condition was the regular payment of rent. It has been pointed out that the defendant had never defaulted in payment of rent and in fact he has been continuing as tenant in the suit premises under the plaintiff for the last several years under successive leases and has never committed any violation of the terms of the tenancy. It has also been submitted that the defendant had sent request letter on 25.02.2010 to the plaintiff for execution of another lease for a further period of 5 years but the plaintiff did not reply to the same. It has been finally submitted, in the backdrop of these facts, that the lease in favour of the petitioner would be deemed to have been renewed by virtue of Section 18 of the B.B.C.Act and therefore the impugned eviction decree could not have been legally passed.

Mr.Verma, learned counsel for the opposite party, while supporting the impugned order, has submitted that the plaintiff had already sent a legal notice on 09.03.2010 (Ext.2)



through his lawyer under registered post intimating the defendant of expiry of period of lease on 31.03.2010 and requesting to hand over the vacant possession of the suit premises. It has been pointed out that the receipt of the said legal notice of the plaintiff by the defendant has been accepted by D.W.3 in his deposition. It has however been also submitted that even under Clause 3 of the lease deed (Ext.1) or by virtue of Section 18 of the B.B.C.Act there is no automatic renewal and a deed of lease is required to be executed on agreed terms.

Enervating the main submission on behalf of the petitioner relating to the right of renewal or deemed renewal of the lease, a new turn to the whole controversy has been given by the learned counsel for the opposite party with the proposition that even after by accepting the renewal of the lease as claimed by the petitioner, he has already continued in tenancy for more than 5 years after the expiry of the lease on 31.03.2010 and after taking notice of this as subsequent event, the right of the defendant to continue as tenant in the suit premises now nowhere stands as there is no provision for successive renewal. The learned counsel has relied upon a bench decision of this Court in *Ranvijaya Shahi Vs. Bala Prasad Motani* , AIR 1978 Patna 91 in support of this submission. The learned counsel has

also relied upon the decision in the case of *M/s. Pessa (India) Private Limited Vs. Smt. Asha Chachra Pat. L.R. 1997 Patna 67.*

After perusal of the impugned judgment and consideration of the submissions on behalf of the parties, it is manifest that the period of tenancy of the defendant in the suit premises on the basis of the lease deed (Ext.1) has admittedly expired on 31.03.2010 and there has been no fresh lease for the suit premises in favour of the defendant. The learned court below, after scrutiny of the evidence on record, has come to the conclusion that the defendant has failed to establish the fact of sending request letter to the plaintiff for extension of the period of lease for further 5 years. On the other hand, the fact of receipt of the legal notice sent by the plaintiff to the defendant for handing over the vacant possession of the suit premises after the expiry of the lease on 31.03.2010 has been found to have been admitted by the D.W.3 in his deposition.

Even in accordance with the terms of the Clause 3 of the lease deed, the lessee was required to get the period of lease extended on the basis of fresh determination of rent. It is not the case of the defendant that after sending the request letter on 25.02.2010 to the plaintiff and before 01.05.2010



when the suit was filed he ever approached the plaintiff for grant of fresh lease of the suit premises. The learned counsel for the opposite party is right in his submission that even without going into this controversy and considering that the lease stood renewed by virtue of Section 18 of B.B.C.Act, the said renewal would have been only for one year from 31.03.2010 and the said period had expired long ago. The inference is therefore inevitable that the defendant has no right to continue as tenant in the suit premises on the date when the impugned judgment and order of eviction was passed on 13.01.2014. The principle in this regard has been laid down, on identical facts, by a bench of this Court in the case of ***Ranvijaya Shahi (Supra)*** as follows:

“.....18. A. it appears that even if the clause for renewal had been given effect to, the lease would have been extended for a further period of 5 years only. There is no clause for any further subsequent renewals...”

.....It is a well-settled principle that a Court takes supervening and subsequent events into consideration only for the purpose of making an adjudication final so as to dispose of the dispute between the parties finally and thus

shorten the litigation. In that view of the matter, in the present case there can be no possible defence, justifying any right in the appellant to continue as a lessee after the termination of the lease. An order of eviction has, therefore, to be granted....”

In view of the aforesaid dictum, there is no escape from the conclusion that the defendant has no right to continue in the possession in the suit premises after the expiry of the lease. Accordingly, this Court holds that the impugned judgment and order of eviction is in accordance with law. This revision application has thus no merit and is dismissed. In the facts and circumstances of the case, there shall be no order as to cost.

(V. Nath, J)

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