

IN THE HIGH COURT OF JUDICATURE AT PATNA

Second Appeal No.182 of 2014

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Sri Ganesh Panjiar, son of Late Biso Panjiar, resident of Mohalla Basantganj
Shivajee Nagar, P.S. Town Darbhanga, P.O. Darbhanga, District Darbhanga
..... Defendant Respondent

.... Appellant

Versus

Syed Zafar Aftab Hussain, son of Late Hakim Syed Altaf Hussain, resident of
Mohalla Lalbagh, Near Subhash Chowk, P.S. Town Darbhanga, District
Darbhanga.

..... Plaintiff Appellant

.... Respondent

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Appearance :

For the Appellant/s : Mr. Uma Shankar Singh

For the Respondent/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE V. NATH

ORAL JUDGMENT

Date: 08-09-2015

Heard Mr. Bhuneshwar Prasad, learned Counsel appearing
for the appellant.

2. The tenant-defendant in the suit for eviction is the appellant
in this appeal against the judgment and decree of reversal.

3. The plaintiff filed the suit for eviction of the defendant on
the ground of default of payment of rent. It was the specific case of the
plaintiff that the defendant committed default in payment of rent for the
month of August, 1999 up to November 1999. The tenant – defendant
contested the claim of the plaintiff and submitted that he had already
paid the rent for the aforesaid months to the plaintiff and had also
obtained rent receipts, which he brought on record as Ext. C/11 to C/14.

4. The trial court returned the finding against the plaintiff and
dismissed the suit. In appeal, the appellate court below on reappraisal of
evidence has reversed the judgment and decree of the trial court and

granted the decree to the plaintiff.

5. Mr. Bhuneshwar Prasad, learned Counsel appearing for the appellant, has submitted that the appellate court below while reversing the judgment of the trial court has not given cogent reason for passing the judgment. It has also been submitted by Mr. Prasad that the appellate court below ought to have met the reasons assigned by the trial court before reversing the finding by it. Learned Counsel has also laid stress that the rent was already paid by the tenant – defendant to the plaintiff and in recognition of which the receipts (Ext. C/11 to Ext. C/14) were there but the same have been wrongly discarded by the appellate court below. No other submission has been made on behalf of the appellant.

6. After considering the submissions and perusal of the judgments of both the courts below, it is limpid that the relationship of landlord and tenant between the parties is not in dispute rather the spinal issue between the parties is the default in payment of rent for the month of November 1999 to November 1999. The defendant has produced Ext. C/11 to Ext. C/14 in support of his case that rent for those months had been paid to the plaintiff who granted these receipts. However, on the prayer of the defendant-appellant, handwriting expert was appointed by the court to examine the handwriting appearing on the receipts with that of the plaintiff. The said expert submitted the report that those receipts did not bear handwriting/signature of the plaintiff. The appellate court below in the judgment has discussed in detail the report of the handwriting expert and thereafter has come to the conclusion that the receipts Ext. C/11 to C/14 were not genuine documents. The appellate court below has also considered the other circumstances

which falsified the case of payment of rent by the defendant, as claimed, and also reflected upon the genuineness of the receipts (Ext. C/11 to C/14).

7. This Court has not been persuaded to find perversity or unreasonableness of any kind in the finding recorded by the appellate court below.

8. Ex consequenti, this Court finds that there is no substantial question of law arising for consideration in this Second Appeal, which is accordingly dismissed.

(V. Nath, J.)

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