

IN THE HIGH COURT OF JUDICATURE AT PATNA
Second Appeal No.300 of 2013



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1. Bata India Limited, a company with limited liability incorporated under the Indian Company's Act, having its registered office at 30, Shakespear Sarani, sales Office at 6.A, Surendra Nath Banerjee Road, Kolkata, represented through Mr. Pankaj Kumar Verma, S/o Surendra Prasad Verma, Branch Manager, Bata India Limited, Frazer Road, Patna, Bihar.
 2. Director of Finance and Administration, M/S/Bata India Ltd., 30 Shakespear Sarani, Kolkata-17.
 3. The Manager, Lease and Rent Department, M/s Bata India Ltd., 6 A Surendra Nath Banerjee Road, Kolkata-700013.

.... Appellant/s

Versus

1. Suman Kumar Singh, son of Birendra Kumar Singh, R/o Mohalla-Beni Madhv Lane, P.S. Pirbahaur, District-Patna.
2. Jyoti Pandey, wife of Sri Chandra Kant Pandey, R/o Jai Ambey Society, Suraj Karari, Mithapur, District-Jam Nagar-45, Gujarat.
3. Seema Kumari, wife of Sudhir Sharma, R/o Mohalla-Indrapuri, Taxt Book Colony, P.S. Patliputra, District-Patna.
4. Smt. Namita Kumari, wife of Rakesh Kumar Singh, R/o Village, P.S. and Post-Amlori, District-Siwan.
5. Smt. Bimla Sinha, wife of Shri Brahmdeo Singh.
6. Smt. Kanti Sinha, widow of late Narendra Narain Singh.
7. Smt. Neela Shahi, wife of Shri Bageshwari Sahi.
8. Smt. Phul Sundari Devi, widow of late Birendra Narain Singh.
9. Shri Surendra Narain Singh, son of late Baldeo Narain Singh, resident of Narsingh Niwas, Bihari lane, P.O. Bankipur, P.S. Pirbahaur, Patna.
10. Surendra Narain Singh, son of late Baldeo Narain Singh, resident of Beni Madhav Lane, Bihari Sao Lane, P.s. Pirbahaur, District-Patna.

.... Respondent/s

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Appearance :

For the Appellant/s : Mr. Avanish Kumar Singh, Adv.
For the Respondent/s : Mr.

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CORAM: HONOURABLE MR. JUSTICE V. NATH
ORAL ORDER

6 14-01-2016

Heard Mr. Avanish Kumar Singh, the learned counsel

appearing on behalf of the appellants.

The defendants in the suit for eviction are the appellants against the judgment and decree of reversal granting the decree as prayed by the plaintiffs.

The eviction suit was filed by the plaintiffs seeking eviction of the defendants on the ground of expiry of lease. The further relief was for payment of damages at the rate of Rs. 250 per day after the expiry of lease. It was the case of the plaintiffs that the defendants were inducted as tenant in the suit premises on the basis of a registered lease deed for a period of 10 years from 1.07.1985 upto 30.06.1995. It was the further case of the plaintiffs that though there was a clause for renewal of the lease for further 5 years, but the same was subject to the condition requiring the defendants to approach the plaintiffs with request for renewal before the expiry of the six months of the lease period. The plaintiffs asserted that the defendants never approached the plaintiffs for renewal and therefore they had fortified the right of renewal. The defendants, on the other hand, came out with the case that they had approached the plaintiffs with request for renewal as stipulated in the terms of the lease but the plaintiffs malafidely ignored the said request and filed the suit.

The trial court dismissed the suit in part with regard to



the relief for eviction but granted the relief of penal rent for payment as claimed by the plaintiffs. In appeal by the plaintiffs, the appellate court below, on reappraisal of evidence, has come to the finding that the defendants have failed to establish their case of making request to the plaintiffs within the time as stipulated in the lease deed for renewal of the lease. Accordingly, the appellate court below has allowed the appeal, overturned the findings of the trial court and granted the decree for eviction by the impugned judgment and decree.

Mr. Singh, the learned counsel for the appellants, at the outset, has submitted that the appellants had been dispossessed from the suit premises through the process of execution of the eviction decree under appeal. It has, however, been further submitted by the learned counsel that the judgment passed by the appellate court below is vulnerable for the reason that the material evidence have not been either considered or have been misconstrued. Elaborating his submissions, the learned counsel has pointed out that though the defendants had sent several letters to the plaintiffs reiterating the request for the renewal of the lease, the appellate court below has wrongly taken up only one letter for consideration and thereafter has disbelieved the case of the defendants. The learned counsel for the appellants, however, has agreed that even after the renewal of lease, the renewed period of 5 years would have expired in the year 2000

itself. No other submissions have been made on behalf of the appellants.

After considering the submissions and perusal of the judgments of both the courts below, it is manifest that the period of lease in between the plaintiffs and the defendants which was basis of possession of the defendants over the suit premises has admittedly expired on 30.06.1995. Even after accepting the case of the defendants that they had approached the plaintiffs with request for renewal, the period of renewed lease would have also expired in the year 2000 as the agreement for the renewal was only for 5 years. In this view of the matter, this Court takes into notice this subsequent event and finds that the defendants now have no right to continue as a tenant in the suit premises. It has been admitted before this Court that the defendant-appellants have now been dispossessed from the suit premises and the delivery of possession have been effected to the plaintiffs through the process of the execution.

In view of the aforesaid reasons and discussions, this Court does not find any substantial question of law arising for consideration in this appeal, which is, accordingly, dismissed.

(V. Nath, J)

Devendra/-

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