

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19629 of 2010

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SATYA NARAYAN RAUT S/O SOUKHI RAUT R/O VILL. MISCOURT
/ AHIRPARTTI, P.O. AND P.S. MOTIHARI NAGAR, DISTT. EAST
CHAMPARAN

.... PETITIONER/S

VERSUS

SALIM MIAN S/O SABDAR MAIN R/O VILL. MISCOUT / AHIR
PATTI P.O. AND P.S. AND P.S. MOTIHARI, NAGAR, DISTT. EAST
CHAMPARAN

.... RESPONDENT/S

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Appearance:

For the Petitioner/s : Mr. Rakesh Kumar No.1, Adv.

For the Respondent/s : Mr. Shanjeev Kumar, Adv

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CORAM: HONOURABLE MR. JUSTICE ADITYA KUMAR TRIVEDI
ORAL ORDER

3 22-06-2016 Heard learned counsel for the petitioner as well as
learned counsel for the respondent.

Petitioner claiming himself to be landlord had filed
eviction suit on the ground of personal necessity as well as on the
ground of default against the respondent and during midst of
pendency of the suit, a prayer has been made on behalf of
petitioner to direct the defendant/respondent to deposit the rent in
terms of Section 15 of the BBC Act which the learned lower court
had rejected by the order impugned dated 27.09.2010 in
connection with eviction suit no.10 of 2009 on the ground that on
account of dispute over inter se relationship, it looks undesirable
to direct the respondent/defendant to deposit the amount.

The admitted status of the parties happens to be as,
for the present there happens to be no documentary evidence to

suggest what was the amount agreed amongst the parties and further, receipt to show that any amount had been paid against rent by the respondent/defendant.

The learned counsel for the petitioner/plaintiff has submitted that he had let out the building on monthly rent of Rs.200/- per month which, the defendant failed to pay since May, 2009 and on account thereof, that happens to be one of the ground of eviction, and further, failed to pay up-to-date rent. Hence, respondent/defendant be directed to pay the up-to-date rent as well as clear the arrear.

At the other end, the learned counsel for the respondent has submitted that land under dispute belongs to Bettiah Raj and the defendant had taken settlement and is over the lands for the last sixty years.

Section 15(1) of the Act itself suggest that whenever there happens to be contest at the end of the tenant with regard to claim of eviction though has not been classified in the Section itself and further, in the aforesaid background an option has been allowed in favour of landlord to ask for payment of the rent which the court may consider and further, pass appropriate order thereupon. From plain reading of Section 15(1) of the Act, it is evident that it has not provided any kind of conditions whereunder the prayer is to be entertained, rather it speaks that whenever, there

happens to be dispute at the end of tenant then in that event, the landlord would be entitled to pray before the court for directing the defendant/tenant to pay the rent. From the order impugned, it is apparent that learned lower court failed to take notice of the requirement of Section 15(1) of the Act.

That being so, the order impugned is set aside. Petition is allowed. The matter is remitted back to the learned lower court to consider afresh in light of spirit of legislation as incorporated under sub-section (1) of Section 15 of the Act.

(Aditya Kumar Trivedi, J.)

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