

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.566 of 2017

Rajendra Prasad Keshri, Son of Late Uchhit Keshri, Resident of Bakhri Bazar, P.S.- Bakhri, District- Begusarai.

... .. Appellant/s

Versus

Nirmala Kumari, Wife of Ramadhar Sahu, Resident of Village- Bakhri, P.S. Bakhri, District- Begusarai.

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Pritish Kumar Lal
For the Respondent/s : Mr.

CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

ORAL ORDER

4 13-09-2017 Heard learned counsel for the parties.

An order dated 11.01.2017, passed by learned Munsif, Bakhri in Title Eviction Suit No. 05 of 2013, is being assailed in the present proceeding under Article 227 of the Constitution of India, whereby the learned Court below has directed the petitioner to deposit arrears of rent at the rate of Rs. 1000/- per month with effect from 30.08.2013 till 31.12.2016 in four installments and to deposit future rent with effect from January 2017.

The impugned order is being assailed on the ground that another Title Eviction Suit No. 03 of 2013 was filed by one Mahima Raj in relation to the same property, which came to be compromised with passing of an order, dated 28.08.2015. In terms of the said compromise decree, the petitioner had already



vacated the suit premises in favour of Mahima Raj. It is the case of the petitioner, accordingly, that present Eviction Title Suit No. 05 of 2013 filed by the respondent cannot continue against the petitioner since he has already vacated the suit premises in terms of the compromise decree.

Mr. S.K. Lal, learned counsel appearing on behalf of the petitioner has submitted that in terms of the compromise decree in Title Eviction Suit No. 05 of 2013, there is no relationship of any landlord and tenant between the petitioner and the plaintiffs/respondents. He has submitted that since he has already vacated the suit premises, the Court below ought not to have ordered for payment of rent to be deposited in the *Nazarat*.

In my view, the filing of this application is wholly unwarranted. The plea which has been taken on behalf of the petitioner in the light of the said compromise decree between Mahima Raj and the petitioner to make out a case that the petitioner is no more tenant, is frivolous and not tenable at all. The Court below in the impugned order dated 11.01.2017 has recorded sanctification that a *prima facie* case was made out of existence of relationship of landlord and tenant between the petitioner and the respondents. The Court below has accordingly, directed for payment of said rent from the date as



indicated above. There is no illegality in the impugned order.

This application has no merit and it is accordingly,
dismissed.

(Chakradhari Sharan Singh, J)

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