

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Revision No.25 of 2016

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Bebi Devi, w/o Prakash Ram, resident of Mohalla-Ramsar, Ram Das Gupta Path,
PS- Tatarpur, District-Bhagalpur

.... Petitioner

Versus

1. Sri Kant Roy

2. Sri Ram Roy

Both are sons of Late Narayan Roy, resident of Mohalla-Ramsar, Ram Das Gupta
Path, Learned counsel for the petitioner)- Naya Bazar, PS- Tatarpur, Dist-
Bhagalpur

.... Respondents

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Appearance :

For the Petitioner : Mr. Rabindra Singh-2
: Mr. Chandra Shekhar Sharma
: Mr. Dharendra Nath Jha
For the Respondents : Mr. Deepak Kr. Sinha

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CORAM: HONOURABLE MR. JUSTICE V. NATH

ORAL JUDGMENT

Date: 01-03-2017

Heard learned counsel for the petitioner as well as
learned counsel for respondents.

After considering the submissions put forth by
learned counsel for the parties, the delay in filing this revision
application is condoned and accordingly, I.A. no. 1858 of 2016 is
allowed.

The present revision application has been filed under
Section 14(8) of the Bihar Building (Lease, Rent and Eviction)
Control Act, 1982 (hereinafter referred to as the “B.B.C. Act”)
against the order dated 13.04.2015 passed in Title (Eviction)
Suit no. 2 of 2011 by which, the learned court below has granted a



decree for eviction of the defendant as prayed by the plaintiff.

The suit premises, admittedly, belonged to one Surya Narayan Das. The defendant-petitioner has accepted the fact that he was in possession of the suit premises as tenant of said Surya Narayan Das but it is the further case of the defendant-petitioner that his status as tenant in possession of the suit premises had undergone a change after the agreement of sale-purchase of the suit property between the defendant-petitioner and the owner Surya Narayan Das in the year 1990.

Mr. Deepak Kr. Sinha, learned counsel appearing on behalf of petitioner, however, has not denied the fact that uptil now, the defendant-petitioner has got no sale deed executed on the strength of the said agreement for sale. The learned counsel, during the course of submission, however has accepted that a suit was filed for specific performance of contract on the basis of the said agreement for sale but the said suit has been dismissed. It has further been submitted that an appeal is pending. Learned counsel for the petitioner, however, has expressed his inability to inform this Court regarding the number of the suit, date of dismissal of the suit and even the number of the appeal. Learned counsel for the



petitioner, however, has been consistent in his submission that the claim of the defendant over the said suit premises is only on the basis of agreement for sale in the year 1990.

Further facts as disclosed are that after the death of Surya Narayan Das, his son Gopal Das inherited his estate including the suit premises and the plaintiff has purchased the suit premises from the said Gopal Das by a registered sale deed. The plaintiff, thereafter, filed the suit for eviction of the defendant on the ground of personal necessity. The learned court below, after considering the pleadings and evidence put forth on behalf of parties, has granted the decree of eviction as prayed by the plaintiff.

The only point which has been advanced for consideration on behalf of petitioner is that the Eviction Suit was not maintainable between the plaintiff and the defendant as the defendant is not the tenant of the plaintiff and is in possession of the suit premises on the basis of agreement for sale. This contention on behalf of the defendant, however, is not legally sustainable in view of the fact that the suit filed by the defendant for getting a sale deed executed in his favour on the strength of the said agreement for sale had stood dismissed as noticed in the impugned order and not



controverted on behalf of the petitioner. Even otherwise also, the agreement for sale will not *per se* change the status of tenant to that of an owner as in view of Section 54 of the Transfer of Property Act, 1882, no title can vest on the basis of an agreement for sale only.

This Court, therefore, comes to the conclusion that the findings by the learned court below are not perverse or unreasonable.

Ex-consequenti, the present revision application, *sans* merit, is dismissed.

(V. Nath, J.)

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Uploading Date	
Transmission Date	

