

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.16101 of 2014

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1. Smt. Farhat Yasmeen Khatoon wife of Md. Javed

2. Md. Javed, son of Md. Salim

Both residents of Mohalla Mohammadpur Sahganj, P.O. Mahendru, P.S. Sultanganj, Town and District Patna.

.... Petitioners

Versus

Smt. Shabina Khatoon wife of Md. Akhtar, resident of Sahganj, P.O. Mahendru, P.S. Sultanganj, Town and District- Patna.

.... Respondent

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Appearance :

For the Petitioner/s : Md. Nazir Alam, Advocate

For the Respondent/s : Mr. Shailendra Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJAY KUMAR

ORAL JUDGMENT

Date: 16-08-2018

Petitioners before this court are defendants of Title (Eviction) Suit No.06 of 2013. They have filed this writ application for quashing the order dated 18.06.2014 passed by Subordinate Judge I, Patna City in Title (Eviction) Suit No.06 of 2013 whereby and whereunder the court below has directed the petitioners to deposit arrears of rent.

2. Heard learned counsels for the petitioners and the respondent.

3. The sole respondent filed the aforesaid eviction suit against the petitioner on the ground of default in payment of rent. The respondent claims title on the basis of registered sale deed dated 05.11.2011 which has been executed by the landlord of the



petitioners. The petitioners before this court were admittedly tenants of the vendor of respondent. The claim of petitioners is that the present plaintiff is not their landlord. There is/was no relationship of landlord and tenant between the plaintiff and defendants. The petitioners were inducted as tenant by the vendor of the plaintiff. The landlord had executed an unregistered lease for 15 years and the petitioners have invested handsome amount in repairing the said premises. The court below on the petition of the plaintiff under Section 15 of the Bihar Building (Lease, Rent and Eviction) Control Act directed the petitioners to deposit rent at the rate of Rs.500/- per month from the month of March 2013 till June 2014 total being Rs.8000/-. The petitioners did not deposit the said amount in consequence of which their defence was struck off.

4. The learned counsel for the petitioners submits that the learned court below has recalled the said order whereunder their defence was struck off and so the petitioners have no objection in depositing the said amount in court below with a condition that the said amount would be withdrawn subject to result of the suit.

5. The learned counsel for the respondent, on the other hand, submits that after purchase the respondent stepped into the shoes of landlord of the petitioners and so she has right to recover the arrears of rent as well as current rent.



6. Be that as it may, it is not in dispute that the vendor of the respondent was landlord of the petitioners and they were paying rent to the landlord. After purchase, the respondent claims to be absolute owner of the property. The court below considering the default in making payment of rent for the period in question, has ordered the petitioners to deposit the rent within 15 days. From the impugned order, it appears that the case is at the fag end of trial and case is pending for argument.

7. In view of above discussions, I find that the court below has not committed any jurisdictional error in directing the defendants to deposit arrears of rent. This writ application is devoid of merit and is accordingly dismissed. The court below is directed to dispose of the suit within three weeks from the date of receipt/production of a copy of this order.

(Sanjay Kumar, J)

Harish/-

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CAV DATE	
Uploading Date	21.08.2018
Transmission Date	

