

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.5 of 2020

Abdul Rashid Ansari son of late Abdul Rafique Ansari Resident of New Khajurbanna, Paththar ki Masjid, P.S. Sultanganj, P.O.- Mahendru, District- Patna.

... .. Petitioner/s

Versus

1. Smt. Shakuntala Devi wife of late Satya Narayan Prasad resident of Satya Narayan Bhavan, Ashok Rajpath, opposite Surgical Outdoor, (P.M.C.H.), P.S.- Pirbahore, P.O.- Bankipur, District- Patna.
2. Satyajeet Kumar @ Deepak Kumar @ Sanjay son of late Satya Narayan Prasad resident of Satya Narayan Bhavan, Ashok Rajpath, opposite Surgical Outdoor, (P.M.C.H.), P.S.- Pirbahore, P.O.- Bankipur, District- Patna.
3. Ranjeet Kumar @ Bablu Prasad son of late Satya Narayan Prasad resident of Satya Narayan Bhavan, Ashok Rajpath, opposite Surgical Outdoor, (P.M.C.H.), P.S.- Pirbahore, P.O.- Bankipur, District- Patna.
4. Abhishek Kumar @ Mantu son of late Satya Narayan Prasad resident of Satya Narayan Bhavan, Ashok Rajpath, opposite Surgical Outdoor, (P.M.C.H.), P.S.- Pirbahore, P.O.- Bankipur, District- Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Mahendra Prasad Bhartee, Advocate
For the Respondent/s :

CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date : 23-01-2020

Heard learned counsel for the defendant/petitioner.

2. The present petition has been filed “*against the order dated 20.11.2019 passed by the learned Subordinate Judge 1st Court, Patna in Eviction Suit No. 54 of 2013 allowing the petition dated 27.08.2018 filed by the plaintiff under Section 15 of the B.B.C. Act directing the defendant/petitioner to deposit the arrears of rent amounting to Rs. 3,44,000/- from 09.02.2015 to 08.09.2018.*”

3. Learned counsel for the defendant/petitioner submits that in terms of the lease agreement between the parties, the defendant/petitioner was entitled to occupy the premises as



tenant for a period of 5 years, 11 months commencing from 09.02.2009 with an option for further extension of the lease with consent of both parties. It is submitted that the eviction suit has been filed by the plaintiffs/respondents before the expiry of the lease period. It is admitted in the lease agreement itself that the defendant/petitioner had already paid a sum of Rs. 5,76,000/- in advance at the time of execution of the lease agreement against the rent to be deposited regularly against the monthly rent for the lease period, apart from a further Rs. 1,00,000/- paid by way of security deposit. It is submitted that the contention of the defendant/petitioner that the suit itself was not maintainable for want of payment of *ad valorem* court fee as the plaint had been filed for declaration of lease agreement dated 09.02.2009 as forged and fabricated and hence the same was null and void, has not been taken into consideration. It is therefore submitted that the question of allowing the ancillary relief sought under Section 15 of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982 did not arise.

4. Having heard learned counsel for the defendant/petitioner and on consideration of the materials on record, this Court finds this application to be devoid of merit. A bare perusal of the plaint of the eviction suit discloses that no relief had been sought by way of declaration of the lease deed dated 09.02.2009 as forged, fabricated, null and void, rather the relief has been sought by way of decree for eviction of the tenant from the suit premises and to hand over vacant possession to the plaintiffs/respondents. As such, the contention of the defendant/petitioner to the contrary is without basis. Moreover, the learned Court below has made detailed calculation and found that the amount of Rs. 5,76,000/- adjustable against future rent was exhausted by February, 2015 and as such the defendant/petitioner has been found liable to pay the arrears of



rent @ Rs. 8,000/- per month from 09.12.2015 to 09.10.2019 i.e. Rs. 4,48,000/- to be paid within 15 days of the order.

5. This Court therefore finds no illegality, infirmity or error of jurisdiction in the impugned order. The petition stands dismissed.

(Vikash Jain, J)

Chandran/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	25.01.2020
Transmission Date	NA

