

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.606 of 2018

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Satish Kumar Sinha son of Late Dukhi Prasad at village - Nayabigha, P.O. - Shaibani, P.S. - Barh, Via - Athaml Gola, District - Patna at present residing at Navneet Colony Hanuman Nagar, P.O. - Lohiya Nagar, P.S. - Patrakar Nagar, District - Patna , Shop Address - At Mohalla - Machhuatoli Arya Kumar Road, Abbulas Lane Corner, P.S. - Kadamkuan, District - Patna.

... .. Petitioner/s

Versus

Mukesh Prasad Son of Late Lakhan Lall Sah resident of Mohalla - Machhuatoli Arya Kumar Road, P.S. - Kadamkuan, District - Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Subhash Prasad Singh
		Mr. Dilip Kumar
For the Respondent/s	:	Mr. Abinash Kumar

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

5 08-09-2022 The petitioner is the tenant-defendant in a suit for eviction, being Title Eviction Suit No. 602 of 2014, filed by the respondent-plaintiff on the ground of personal necessity. The suit property is a shop, in which the petitioner is selling medicines.

Learned Counsel for the petitioner submits that the petitioner is not the tenant of the suit premises and he has been working as a salesman in the chemist shop, which was given on rent in favour of Vijay Prasad on the monthly rent of Rs. 1,685/-. By the impugned order, dated 27.02.2018, the defence of the petitioner has been struck off under Section 15 of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982,



due to failure on the part of the petitioner to abide by the order of the learned Trial Court, dated 27.02.2018 within fifteen days

On the other hand, learned Counsel for the respondent-plaintiff (landlord) submits that initially, the own brother of the petitioner was inducted as a tenant on 06.12.1988, which would be evident from Annexure 1. Subsequently, on 01.09.2013, a fresh tenancy agreement was executed between the petitioner and the respondent. He further submits that the relationship between the landlord and tenant is evident from the written tenancy agreement between the parties.

In reply, learned Counsel for the petitioner submits that the tenancy agreement, dated 01.09.2013, produced by the respondent-plaintiff is forged and fabricated.

I have heard learned Counsel for the parties. From perusal of the impugned order, it appears that the learned Trial Court has arrived at the finding that there is a landlord and tenant relationship between the parties based upon the tenancy agreement, dated 01.09.2013 executed between them. Insofar as contention of the petitioner that the said tenancy agreement, dated 01.09.2013, is forged and fabricated, the learned Trial Court has arrived at the conclusion that the said issue will be decided during the trial of the suit.



Since there is agreement between both the parties and the learned Trial Court has directed the petitioner for payment of rent within fifteen days and upon failure of the petitioner to pay the rent, the defence of the petitioner has been struck off as per Section 15 of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982.

Accordingly, in view of the express provision of 15 of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982, I do not find any infirmity in the impugned order.

This application is, accordingly, dismissed.

(Anil Kumar Sinha, J.)

Prabhakar Anand/-

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