

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.611 of 2017

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Sushma Devi @ Sushma Sharma wife of Late Ravishankar Singh @ Paale Khan Resident of Flat No. 31, Aashray Kaithma House, Rai Ji Ki Gali, East Boring Canal Road, P.S. - Buddha Colony, District - Gopalganj.

... .. Petitioner/s

Versus

1. Amit Kumar Suman and Anr Son of Late Ramashray Mahto
2. Vinita Singh Wife of Amit Kumar Suman Both are residents of - A/5, Ashok Puri, Khajepura, P.S. - Shastri Nagar, District - Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ranjeet Kumar, Advocate Mr. Jai Kishore Sharma, Advocate
For the Respondent/s	:	Mr. Rabi Bhushan Prasad, Advocate Mr. Vijay Prakash Bhargana, Advocate

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

2 23-06-2022 Heard Mr. Ranjeet Kumar, learned counsel for the petitioner and Mr. Ravi Bhushan Prasad, learned counsel for the Respondents.

The petitioner is the defendant/tenant in eviction suit filed by the Respondents-Plaintiffs in which a petition under Section 15 of BBC Act was filed by the Plaintiffs-Respondent. The learned Sub Judge 1st, Patna, by the impugned order has directed the petitioner-defendant/tenant to deposit arrears and current rent in the bank as per the previous arrangement @ Rs. 11000/- per month.

Learned counsel for the petitioner submits that while passing the impugned order, the learned court below has not



taken into consideration the provision of Section 15(2) of the BBC Act inasmuch as the Provision of law specifically stipulates that if there is some dispute raised by the tenant, the court should direct the tenant to deposit the rent in the court and in that case no person shall be entitled to withdraw the amount, and after deposit only the court will decide the dispute and make an order for payment of the same. Learned counsel next submits that the petitioner has filed his rejoinder stating therein that in the year 2014, the plaintiffs entered into an agreement for sale with the defendant-petitioner and accepted a sum of Rs.8,00,000/- by cash and on the basis of the same, the plaintiff has filed the suit for specific performance in the year 2017 bearing Title Suit No. 56/2017. On the aforesaid ground, learned counsel for the petitioner submits that the order impugned should be set aside.

On the other hand, learned counsel for the plaintiffs-respondents referring to paragraphs-11 and 13 of the written statement submits that the relationship of landlord and tenant between the parties has been accepted by the petitioner-defendant and the defendant-petitioner has also accepted the last rent paid @ Rs.11,000/- per month. He next submits that the petitioner has filed the suit for specific performance on the basis



of forged and fabricated agreement for sale.

Having heard learned counsel for the parties and going through the materials available on record, it is evident that the relationship as landlord and tenant has been accepted by the defendant-petitioner as well as the last rent paid, accordingly, the court below has rightly directed the petitioner to pay/deposit the rent in favour of the plaintiff.

In view of the aforesaid, I do not find any material irregularity and the jurisdictional error in the order of the learned court below.

Accordingly, this application stands dismissed.

(Anil Kumar Sinha, J)

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