

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**CIVIL MISCELLANEOUS JURISDICTION No.79 of 2020**

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Jagannath Sah, Son of Latge Ganga Sah, resident of Gauripur, Mandir Road  
Ward No. 3, Singheshwar P.S.- Singheshwar, District- Madhepura.

... .. Petitioner/s

Versus

Raj Kishore Sah, Son of Hare Ram Prasad Sah, resident of Gauripur, Mandir  
Gate, Singheshwar, P.S.- Singheshwar, District- Madhepura.

... .. Respondent/s

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**Appearance :**

For the Petitioner/s : Mr.Lala Sachindra Kumar  
For the Respondent/s : Mr. Jitendra Narayan

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**CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA**  
**ORAL ORDER**

5      08-09-2022                      Heard learned Counsel for the parties concerned.

The only grievance of the petitioner in this case is that in the eviction suit filed by the respondent-plaintiff, the tenancy agreement (Kirayanama) has been accepted by the learned Trial Court at the belated stage after closure of the argument on behalf of the petitioner.

Learned Counsel for the petitioner submits that the petitioner sold the suit property in favour of one Dr. Pramod Kumar Singh by virtue of registered sale deed with the condition that Dr. Pramod Kumar Singh shall return the property to the petitioner if the petitioner returns back the loan amount taken by him from Dr. Pramod Kumar Singh. He next submits that since it was a conditional sale, the petitioner did not transfer the possession of the suit property in favour of Dr. Pramod



Kumar Singh. However, Dr. Pramod Kumar Singh sold the suit property in violation of the condition mentioned in the registered sale deed in favour of the respondent-plaintiff and on the basis of the purchase made by the plaintiff-respondent, he filed an eviction suit against the petitioner; whereas the petitioner is not a tenant of the respondent-plaintiff. He further submits that the document sought to be produced by the respondent-plaintiff as Kirayanama is not a genuine document and the same is forged and fabricated.

On the other hand, learned Counsel for the respondent submits that the respondent-plaintiff is a bona fide purchaser for a value of the suit property from Dr. Pramod Kumar Singh by virtue of registered sale deed and the purchase made by the petitioner was not conditional. He next submits that after purchase, the petitioner requested the respondent-plaintiff to allow him to continue in the suit property as tenant and on his request, a tenancy agreement (Kirayanama) was executed on 01.03.2000 between the petitioner and the respondent. He further submits that the said Kirayanama was not traceable and due to some mistake, it could not be exhibited during the trial.

After having heard learned Counsel for the parties and taking into consideration the facts of the case in its totality and



the fact that the plaintiff-respondent is claiming to be the purchaser of the suit property by way of registered sale deed from its rightful owner and the suit for eviction was filed against the petitioner, who was erstwhile owner of the suit property, as such, the document, in the nature of Kirayanama, is a very important document to enable the learned Court below to pass an effective judgment.

Accordingly, I do not find any infirmity in the impugned order of the learned Trial Court while allowing the plaintiff-respondent to produce the Kirayanama as a piece of documentary evidence as Exhibit 3 in the suit.

This application is, accordingly, dismissed.

**(Anil Kumar Sinha, J.)**

Prabhakar Anand/-

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