

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL MISCELLANEOUS JURISDICTION No.404 of 2022

1. Surendra Narain Singh Son of Late Mahendra Narain Singh, resident of Village-Sari, P.O.-Sari, P.S.-Waris Nagar, District-Samastipur.
2. Smt. Asha Devi alias Asha Singh, Wife of Late Satyendra Kumar Singh, resident of Village-Sari, P.O.-Sari, P.S.-Waris Nagar, District-Samastipur.

... .. Petitioner/s

Versus

Sanjiv Kumar Singh Son of Nawal Kishore Singh, Resident of Village-Shekhapur, P.O.-Shekhapur, P.S.-Waris Nagar, District-Samastipur, Pin-848101, shop at Bazar Samittee, Mathurapu, in front of Petrol Pump on East of Main Road, C/o Sonu Riskshow Works, Out Post, P.S.-Mathurapur, District-Samastipur.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Sushanta Kumar Das, Advocate
For the Respondent/s	:	Mr. Vinay Kumar Mishra, Advocate Mr. Prashant Sinha, Advocate

CORAM: HONOURABLE MR. JUSTICE SANDEEP KUMAR
ORAL ORDER

5 31-10-2023 Heard learned counsel for the parties.

2. The present application has been filed for quashing the order dated 21st April, 2022 passed by the learned Civil Judge (Judicial) Munsif-1st, Samastipur in Eviction Suit No. 12 of 2021 by which the petition for deposit of rent under Section 15 of the Bihar Building (Lease Rent and Eviction) Control Act has been rejected.

3. Learned counsel for the petitioners-landlord has relied upon an agreement between the petitioners and the tenant-respondent and has submitted that the tenant was required to pay the rent but he has not been paying the rent and the Court below



has held that no rent receipt has been produced therefore, the petitioners are not entitled to get rent.

4. Learned counsel for the petitioners has further argued that it is of general knowledge that generally the landlords do not issue rent receipt to the tenants and therefore, the impugned order cannot be sustained.

5. Mr. Prashant Sinha, learned counsel for the tenant-respondent has vehemently opposed the application of the petitioners and has submitted that his client is purchaser from a co-sharer of the plaintiff-landlord and therefore, the plaintiff is not entitled to any rent from him and he has also submitted that the agreement relied upon by the petitioners is a forged and fabricated one.

6. I have considered the submissions of the parties. Whether the petitioners are the landlord of the respondent or not and whether the agreement is genuine or not are questions which can be decided by the Court below in the final judgment and in these circumstances, the respondent is directed to deposit the amount of Rs. 5,000/- per month in the Court below which shall not be allowed to be withdrawn by the petitioners and the same shall be subject to the result of the eviction suit.

7. With the aforesaid observation and direction, this



application is allowed.

8. The amount of rent from the date of application
which is not time barred shall be deposited by the tenant.

(Sandeep Kumar, J)

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