

27.02.2023
KC(4)

S.A.T. 89 of 2019
Ranjit Poddar and Ors.
-versus-
Jadav Chandra Das and Ors.
With
CAN 2 of 2023

Mr. Bratindra Narayan Ray,
Mr. Moloy Ghosh.....For the appellants.

Mr. Suman Kumar Dutta, Sr. Adv.,
Mr. Chayan Gupta,
Ms. Monica Jaiswal.....For the respondents.

The suit premises is a shop room. From there, the appellants sell green coconut. Their predecessor-in-interest was a tenant under the respondents.

On 27th February, 1992 the landlord and the tenant entered into an agreement whereunder the tenant had agreed to surrender the tenancy, as submitted by Mr. Suman Kumar Dutta, learned senior advocate appearing for the respondents. He added that in furtherance of the agreement, the appellants' predecessor-in-interest had also received consideration of Rs. 7,000/-. Before performance of the agreement he died in November, 1992. The appellants retained possession of the said premises and refused to perform the agreement. In fact they denied its enforceability.

The question of limitation in filing the suit appears to have been the principal issue before the learned courts below. The first appellate court has ruled

in favour of the respondents that their suit was filed within the period of limitation. It has also held that the appellants are liable to be evicted and the respondents are entitled to recovery of possession of the said premises.

Although Mr. Bratindra Kumar Ray, learned advocate for the appellants vigorously tried to argue that a substantial question of law was involved, particularly on the question of limitation, we are of the view that the suit, inter alia, claiming possession of the suit premises was required to be filed within 12 years of accrual of such right. It was filed well within the period of limitation.

No question of law, far less any substantial question of law, is involved.

Therefore, we are not inclined to admit the appeal.

However, in view of the very fair submissions made on behalf of both learned counsel, considering the length of possession of the appellants and their predecessor-in-interest, we stay execution of the impugned decree till 29th February, 2024 and grant them time up to 29th February, 2024 to quit and vacate the premises and hand over peaceful possession to the respondents subject to the following conditions.

On and from March, 2023 the appellants shall pay occupation charges @ Rs. 750/- (Seven Hundred

Fifty) per month to the respondents, payable by the 7th of each month in advance. In default of payment of this occupation charge for any month, the respondents may put the decree forthwith into execution.

If the appellants do not vacate the premises by 29th February, 2024, the respondents shall have the right to put the decree into execution forthwith as well as take out proceeding in this court in its contempt jurisdiction.

The appeal and the connected application are disposed of.

(I.P. MUKERJI, J.)

(BISWAROOP CHOWDHURY, J.)