IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVISION No.87 of 2023

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1. M/S Sharda Educational Society Registered office At K-45, Mohalla-Hanuman Nagar, Kankarbagh, Patna through its President Sri Arun Kumar Singh, present, address C/o Open Mind Birla School, Village-Brahmpur, P.O.-New Jaganpura, Subhash Nagar, P.S. Ram Krishna Nagar, District Patna PIN Code-800027.
2. Sri Arun Kumar Singh, son of Late Ram Niwas Singh, resident of M/s Sharda Education Society, Resident of A/P, P.C. Colony, P.O.-Lohiya Nagar, P.S. Kankarbagh, District-Patna-800020.

... ... Petitioner/s

Versus

1. Sri Sheo Kumar Singh son of Late Mathura Singh, resident of Village-Brahmpur, P.S. Ram Krishna Nagar, District and Town-Patna.
2. Sri Sudhir Kumar @ Sudhir Singh, Son of Late Mathura Singh, resident of Village-Brahmpur, P.S. Ram Krishna Nagar, District and Town-Patna.
3. Sri Binod Kumar Singh, son of Late Mathura Singh, resident of Village-Brahmpur, P.S. Ram Krishna Nagar, District and Town-Patna.
4. Sri Prem Ranjan Kumar, son of Late Mathura Singh, resident of Village-Brahmpur, P.S. Ram Krishna Nagar, District and Town-Patna.
5. Sri Rajesh Kumar Singh, son of Sri Ram Layak Singh, Secretary of M/S Sharda Educational Society, Resident of Raj Neeta Enclave, C.C.-48, P.C. Colony, Kankarbagh, near Patliputra Sports Enclave, P.O. and P.S. Kankarbagh, District and Town-Patna-800020.

... ... Opp Party/s

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Appearance :

For the Petitioner/s	: Mr. J. S. Arora, Sr. Adv with Mr. Manoj Kumar, Adv.
For the Opp Parties	: Mr. K.N. Choubey, Sr. Adv. with Mr. Amaresh Kumar Sinha, Adv.

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CORAM: HONOURABLE MR. JUSTICE KHATIM REZA

CAV ORDER

28 17-12-2024 Heard Mr. J. S. Arora, learned senior counsel for the petitioners and Mr. Kamal Nayan Choubey, learned senior counsel for the opposite parties.

2. By the impugned order dated 24-01-2023 passed in Title Eviction Suit No. 56 of 2022 the learned court below has rejected the petition filed by the petitioners-defendants praying for rejection of the plaint under order 7 Rule 11(a) and (d) of the

Code of Civil Procedure.

3. The plaintiffs filed the suit bearing Title Eviction Suit No. 56 of 2022 on the ground of breach of terms and condition of tenancy as well as for default in payment of rent and also for decree for arrears of rent of Rs. 3,28,92,096.77/-. The case of the plaintiffs is that they are the owners and landlords of the suit premises. It is further case of the plaintiffs that defendants approached the plaintiffs and requested them to let out the said land to construct a building over the said land to run educational institution. At the request of the defendants, the plaintiffs had agreed to let out the schedule-1 land on the terms and conditions agreed between the plaintiffs and the defendants. It is further contended that a registered lease agreement was executed on 17-10-2011 duly signed by both the lessors and lessees for a fixed period of 33 years commencing from 01-10-2011 and ending on 30-09-2044 on monthly rent of Rs. 92,550/- with condition to increase 7% per year. The period of 01-10-2011 to 31-03-2013 was offered by the lessors to the lessees for construction of a school building over the said land. It is further agreed that during the said period the lessees would pay only Rs.1000/- per month to each of the lessors for the entire land in question. The possession of the land was handed over to the

lessees by the lessors on 01-10-2011. It was agreed that during the said period the lessees would construct and develop a multistoried building over the said land for the purpose of running educational institution with all facilities and amenities on their own cost and the lessees would neither claim nor adjust amount in constructing the school building etc., and shall not deduct any amount from the monthly rent. Subsequent to the execution of the said lease agreement, the lessees approached the Bank to obtain loan of Rs. six crores for construction of the building for School, namely "Open Mind" Birla School over the said land. It is further contended that the Bank asked the lessee to execute equitable mortgage of the said land for sanction of the land as collateral sureties. Thereafter, the lessee requested the plaintiffs- lessors to execute equitable mortgage of the land as they were the owners of the said land. On the request of the defendants-lessees, the plaintiffs became ready to execute equitable mortgage of the said land for the said purpose with the consent of both the plaintiffs-lessors and defendants-lessees. Some modification was made in the terms and conditions of the previous registered lease, and as such, for the said modification with their consent a supplementary lease deed was executed on 15-02-2013 duly signed by both the parties. It is further contended that said supplementary lease (unregistered) was executed in continuation of the previous lease deed. Thereafter, the plaintiffs agreed to execute equitable mortgage of their land for sanction of loan amount of Rs. Six crores for construction of school building. It is further pleaded that the supplementary lease deed was executed for modification of some terms and conditions of the previous lease deed so the supplementary lease deed does not require to be registered. As per previous lease, monthly rent for the leased premises was fixed Rs. 92,550/- per month which was to be enhanced at the rate of 7% each year , but according to the modified terms in the said supplementary lease deed, the monthly rent was fixed @ Rs. 9 per sq. ft for the constructed super built up area which would be enhanced time to time. The school building would be constructed over 27500 st. ft each floor and expected constructed area up to G+3 would come to 1,37,500/- sq. ft. It was also agreed that the monthly rent would be calculated on the basis of constructed portion of the building and the same would be enhanced gradually. It was also agreed that the lessors would pay 75% of total cost of construction with interest imposed by the bank and the rest 25% of the amount would be returned to the lessees by the lessors without any interest. It was also agreed that the amount would be paid by the lessors from the monthly rent of the building and after adjustment/payment of entire loan amount the lessors would be entitled to get the monthly rent of the said building.

4. Further case of the plaintiffs' is that it was agreed that the loan would be obtained and disbursed in the name of lessee and it had to be declared that the lessors had mortgaged their land to the Bank and the entire construction of the School Building should belong to the lessors from the day of erection and that the lessee should have no claim over the said school building at any point of time except the tenancy right. In case of default in payment of rent, the lessees would make itself liable to vacate the premises and hand over the premises to the lessors. As per the terms of the lease agreement, loan amount with interest of the Bank has been adjusted by the lessee in the monthly rent since 01.04.2013 to July 2021, and as such, the monthly rent since 2021 @ Rs. 28,71,000/- has become due on the lessors against lessees. In spite of demand made by the plaintiffs through legal notice, the defendants are not paying the rent to them, and as such, the defendants have become defaulter in payment of the rent. Further case of the plaintiffs is that they served a notice U/s-106 of the T.P. Act. through registered post

dated 25.04.2022 terminating the tenancy of the defendants of the lease premises on the expiry of 31st day of May 2022 requesting them to vacate the premises on 01.06.2022 and to pay the arrears of rent. The plaintiffs further contended that defendants have committed breach of the terms of the tenancy and have also defaulted in payment of the rent and that the tenancy of the defendants has already been terminated as required under the law, but they have not vacated the premises as yet and hence the suit.

5. On summons, the defendants- petitioners appeared in the said Eviction Suit and filed their written statement stating therein that the facts having been stated above whereby the said suit was barred by law. A separate petition under Order VII Rule 11 CPC was also filed for rejection of the plaint as the cause of action for the said suit was based on the said supplementary lease agreement (unregistered).

6. Upon considering the averments made in the plaint, the learned trial Court rejected the application filed under Order VII Rule 11(a) and (d) of the CPC and held that the lease agreement between the parties executed and registered and supplementary lease agreement (unregistered) which is part of the registered lease agreement and as per averments made in the plaint, the

present suit is maintainable, and as such, the present suit is not barred by the law. Therefore, the petition filed by the defendants-petitioners under order VII Rule 11 CPC was dismissed.

7. Aggrieved by the judgment and order dated 24-01-2023 passed in Title Eviction Suit No. 56 of 2022 by the Court of learned Sub Judge-1, Patna, the present Civil Revision application has been filed by the defendants- petitioners.

8. Mr. J.S. Arora, learned senior counsel, representing the petitioners submitted that the learned Trial Court failed to consider the mandates of Order VII Rules 11(a) and (d) of the CPC. It is submitted that under Order VII Rule 11, a duty is cast on the Court to determine whether the plaint discloses a cause of action by scrutinizing the averments in the plaint read in conjunction with the documents relied upon or whether the suit is barred by any law. Learned senior counsel further submits that when a document referred to in the plaint, forms the basis of the plaint, it should be treated as part of the plaint. The learned Court below would determine if the assertion made in the plaint are contrary to the statutory law or judicial decision, for deciding whether a case for rejecting the plaint at the threshold is made out. It is submitted that the tenancy created

between the parties through registered lease deed on 17-10-2011 on the terms and conditions, as mentioned therein, it is apparent from the registered lease deed that after completion of the said building in terms of the said lease deed rent became due and payable w.e.f. April, 2013 and prior to that in terms of the deed of lease only Rs. 1,000/- per month was payable to each of the plaintiffs-landlords. The petitioners were regularly sending the said amount of Rs. 1,000/- per month to each of the opposite parties up to March 2013 through Account Payee cheques. It is further contended that w.e.f. April 2013 in terms of the said lease rent amount of Rs. 92,550/- per month became payable in four equal parts to each of the opposite parties. The petitioners wanted to start payment of rent at the said rate, but the opposite parties did not receive the same. In such situation, the petitioners are constrained to tender the said amount to each of the opposite parties through money order, but they did never receive. It is further pleaded that the present suit has been filed on the basis of supplementary unregistered lease deed dated 15-02-2013 by which some modification was made in the terms and conditions of the previous registered lease deed and it is alleged that the said supplementary lease deed was executed in continuation of previous lease deed. The said lease was for a fixed period of 33 years commencing from 01-10-2011 and ending on 30-09-2044. In terms of the modified unregistered lease deed, the monthly rent was fixed at Rs. 9 per sq. ft for the constructed super built up area amounting to Rs. 28,71,000/- per month since 01-04-2013 to July 2021. The said amount has not been paid by the defendants-petitioners, and as such the defendants have become defaulters in payment of rent.

9. From a bare perusal of the plaint, it would appear that cause of action for the suit arose on 25-04-2022 when the notice under Section 106 of the Transfer of Property Act, 1882 (hereinafter referred to as 'the Act') was sent to the defendants terminating the tenancy of the defendants and on the expiry of 31st day of May 2022, when the tenancy was terminated as alleged by them. Learned senior counsel submitted that the terms and conditions of registered lease deed dated 17-10-2011 is only binding on the parties and subsequent unregistered deed (supplementary lease deed) was containing complete contrary terms of lease, as contained therein, is not binding upon the defendants-petitioners. It is well - settled principle of law that the terms and conditions of a registered document can only be varied or altered by another registered document only. Reliance has been placed in the case of ***Sunil Kumar Roy vs. Bhowr***

Kankanee Collieries Ltd and others reported in ***(1970) 3 SCC 565*** wherein, the Hon'ble Apex Court has held that "*it is well settled that a document which varies the essential terms of the existing registered lease, such as the amount of rent must be registered. Registration of an agreement is necessary which reduces the rent of an existing registered lease. Any reduction in the rate of royalty could not have been effected by means of a document which had not been registered under the Registration Act*."

10. Learned senior counsel further contended that there was complete lack of cause of action in the plaint in question and that the suit was barred by law since in view of section 49 of the Registration Act, 1908 (hereinafter referred to as 'the Act of 1908') no court is required to rely on any document which is compulsorily registrable, but the same is not registered. It is submitted that the learned court below while passing the impugned order failed to appreciate that the entire cause of action to bring that suit was based on the unregistered lease deed. There is no averments in the plaint that the defendants are defaulters as per terms and conditions of the registered lease agreement dated 17-10-2011, and as such, no question of cause of action arose on the point of being defaulters.

11. Learned senior counsel for the petitioners draws the attention of the Court towards paragraph no.5 of the plaint which reads as follows:-

> *"5. That subsequent to the execution of the said Lease Agreement the Lessee approached the Bank to obtain loan of Rs. Six Crore for construction of the building for school "Open Mind" a Birla School over the said land. Bank asked the lessee to execute equitable mortgage of the said land for sanction of loan as collateral securities. Thereafter, the lessee requested the plaintiffs lessors to execute equitable mortgage of the land as they were the owners of the said land. On the request of the lessee the plaintiffs became ready to execute equitable mortgage of their said land. On the request of the defendant lessee the plaintiffs became ready to execute equitable mortgage of their said land but for the said purpose with the consent of both the plaintiff (lessors) and defendants (lessees) some modification was made in the terms & conditions of the previous lease and as such for said modification with their consent a supplementary lease deed was executed on 15.02.2013 duly signed by both the parties, the plaintiffs and the defendants. The said supplementary lease was executed in continuation of the previous lease deed. Thereafter, the plaintiffs agreed to execute equitable mortgage of their land for sanction of*

loan amount of Rs. Six Crore to construct building for School "Open Minds."

12. It is further contended that the plaintiffs' claim made on the basis of the modified terms in the said supplementary lease deed, which transpires from paragraph nos. 7 and 10 of the plaint, which read as follows:-

> *"7. That as said above as per previous lease the monthly rent for the leased premises was fixed Rs. 92,550/- per month which was to be enhanced @7% each year but according to the modified terms in the said Supplementary lease deed the monthly rent was fixed @ Rs. 9/- per sq. ft. for the constructed Super built up area which would be enhanced time-to-time. It was also agreed during the further negotiations that the building would be constructed over 27500 sq. ft. each floor and expected constructed area up to G+3 would come to 1,37,500 sq. ft. It was also agreed that the monthly rent would be calculated on the basis of constructed portion of the building and the same would be enhanced gradually.*
>
> *10. That as per the terms of the Lease Agreement loan amount with interest of the Bank has been adjusted by the lessee in monthly rent since 01.04.2013 to July 2021 and as such the monthly rent since 2021 @ is 28,71,000/- has become due of the Lessors against lessees."*

13. Learned senior counsel vehemently submitted that the provisions of Order VII Rule 11 is mandatory in nature. It states that the plaint "shall" be rejected if any of the grounds specified in clauses (a) to (e) is made out. If the Court finds that the plaint does not discloses a cause of action or that the suit is barred by any law, the Court has no option, but to reject the plaint. From the averments made in the plaint, it would appear that the cause of action arose on the basis of failure of terms enumerated in the unregistered supplementary lease deed dated 15-02-2013, which has altered the registered lease deed dated 17-10-2011, which is in violation of section 49 of Act of 1908. Reliance has been placed in the case of ***Bhaiya Ramanuj Pratap Deo Vs. Lalu Maheshanuj Pratap Deo & Ors.*** reported in ***AIR 1981 SC 1937***. Learned senior counsel further places reliance in the case of ***Dr. Arun Kumar Singh & Anr. versus. Smt. Radha Devi,*** reported in ***(2015)3PLJR 407***, wherein, this Court has held that "*the terms and conditions of a registered document can only be varied or altered by another registered document only.*"

14. It is further argued by the learned senior counsel that it is the case of the plaintiffs that the defendants have defaulted in payment of rent as per rent under the supplementary lease

and not as per the registered deed of lease. By alleging default on the basis of supplementary unregistered lease deed the plaintiffs have contended that on account of non- payment of rent the defendants have become liable to be evicted from the suit premises. It is the admitted case of the plaintiffs that the lease deed dated 17-10-2011 is registered one, which has been duly executed by both the parties. The plaintiffs have admitted that there is another supplementary unregistered lease deed and the rate of rent given therein has not been paid by the defendants and, therefore, defendants have become defaulter in payment of rent. The said supplementary lease deed being barred under Section 49 of the Act of 1908, for which no cognizance can be taken by any court of law. Hence, the suit is liable to be rejected under Order VII Rule 11 of the Code of Civil Procedure as the same is apparent on the face of the plaint on the basis of statement made in the plaint.

15. *Per contra*, Mr. K.N.Chaubey, learned senior counsel for the opposite parties vehemently opposed the submissions made by the petitioners and contended that unless the defendants seeking rejection of plaint are able to bring the case within any one of the clauses found in Rule 11 of Order VII CPC, they cannot succeed in getting the plaint rejected. It is

also his contention that the question 'whether a plaint can be rejected or not?'- has to be decided based on the averments made in the plaint and the documents filed along with the plaint and not based on the defence plea made in the written statement under order VII Rule 11 of the CPC. It is further submitted that Clauses (a) and (d) of Order VII Rule 11 deals with absence of disclosure of cause of action and the suit appearing from the statement to be barred by any law. Whether the plaint discloses a cause of action for the suit or not, has got to be decided only based on the averments made in the plaint and the documents produced along with the plaint. The cause of action alleged may not be true or may be a deliberate falsehood. The court dealing with a petition under Order VII Rule 11 cannot go into the question whether cause of action alleged in the plaint is true or false and take a decision based on the defence plea taken by the defendants or based on the documents produced by the defendants. Moreover, the ground for rejection of plaint, Order VII Rule 11(d) shall get attracted only where the statement as made in the plaint without any doubt or dispute shows that the suit is barred by any law for the time being in force. It is further contended that averments made in the plaint and the documents relied upon establish a cause of action, allegations in the plaint *prima facie* show a cause of action, the court cannot embark upon an enquiry whether the allegations are true in fact.

16. The scope, ambit and exercise of power under Order VII Rule 11 of CPC has been aptly discussed in the case of ***Kamala and Ors. Vs. K.T. Eshwara Sa & Ors.*** reported in ***(2008)12 SCC 661*** and paragraph no.21 of the judgment would be relevant for the issue:

> *"21. Order 7 Rule 11(d) of the Code has limited application. It must be shown that the suit is barred under any law. Such a conclusion must be drawn from the averments made in the plaint. Different clauses in Order 7 Rule 11, in our opinion, should not be mixed up. Whereas in a given case, an application for rejection of the plaint may be filed on more than one ground specified in various sub-clauses thereof, a clear finding to that effect must be arrived at. What would be relevant for invoking clause (d) of Order 7 Rule 11 of the Code are the averments made in the plaint. For that purpose, there cannot be any addition or subtraction. Absence of jurisdiction on the part of a court can be invoked at different stages and under different provisions of the Code. Order 7 Rule 11 of the Code is one, Order 14 Rule 2 is another."*

17. The learned senior counsel for the opposite parties

places reliance on the judgment in the case of ***P.V. Guru Raj Reddy represented by GPA Laxmi Narayan Reddy & Anr. Vs. P. Neeradha Reddy & Others*** reported in ***(2015) 8 SCC 331*** wherein the Hon'ble Apex Court has held that "*rejection of the plaint under Order 7 Rule 11 of CPC is a drastic power conferred in the court to terminate a civil action at the threshold. At the stage of exercise of power under Order 7 Rule 11, the stand of the defendants in the written statement or in the application for rejection of the plaint is wholly immaterial. It is only if the averments in the plaint ex facie do not disclose a cause of action or on a reading thereof the suit appears to be barred under any law the plaint can be rejected. In all other situations, the claims will have to be adjudicated in the course of the trial.*" Learned senior counsel places reliance upon submission made in the plaint as well as registered lease deed dated 17-10-2011 and submits that in paragraph nos. 10 and 11 of the registered lease deed the lessees (petitioners) were to mortgage the said land in which lessors agreed to sign as guarantors for securing loans from the Bank. The lessees will give all their properties in collateral security to the said land worth of Rs. five crores and in case of NPA declared by the Bank the properties of lessees will be first auctioned. The petitioners, under the aforesaid clauses of the said lease deed, faced difficulty in obtaining loan from the Bank. So they approached the lessors and gave a proposal to them to directly mortgaged their leased landed property with the Bank themselves to secure six crores loan from it without any collateral security from the lessees. Since in the aforesaid proposal, there was a substantial deviation from the said lease deed agreement, the lessors on a condition of change in the original lease deed agreement by way of supplementary lease deed agreed to mortgage the said property with the Bank which was accepted by the lessees and accordingly a registered mortgage deed was executed with the Bank by the lessors for securing loan of Rs. Six crores. As per the aforesaid mutual agreement reached between the parties, at the time of mortgage of the properties by the lessors, a supplementary lease deed dated 08-02-2013 was prepared and executed by the parties. It is further stated that as per Clauses 13,14, and 15 of the supplementary lease deed, it was agreed between the parties that lessees will start paying the rent of the lease premises to the lessors after all the loan amount is liquidated and paid to the Bank and the loan amount has been paid during the period from 01-04-2013 to July 2021. The rent of the aforesaid period of the leased premises was adjusted in liquidation of loan amount of the bank by the lessees as per the supplementary lease agreement. So for total of about 9 years lessees did not pay any rent to the lessors. It is also submitted that the petitioners never gave any amount of rent either under the registered lease agreement or under the supplementary lease agreement. As per the provisions of registered lease agreement, the lessees had to give rent by way of cheques, but instead of doing so they have cooked up their story for making their case by way of making statement that they were sending rent amount through money order to the lessors. In fact, under the provisions of registered lease deed, on default of payment of rent for six months by lessees the said lease agreement will automatically come to an end. The supplementary lease deed has been acted upon by the parties. For nine years the lessees were silent and taking the benefit of supplementary lease deed, but now they are running away from their liabilities. Learned senior counsel further submitted that in the aforesaid facts and circumstances, doctrine of estoppel is applicable against the defendants. Reliance has been placed in the case of ***B.L. Sreedhar & Others v. K.M. Munireddy (Dead) & Others*** reported in ***AIR 2003 SC 578***.

18. Having considered the submissions made by the

parties and averments in the plaint which is germane to the objects of Order 7 Rule 11 (a) CPC is that if in a suit, no cause of action is disclosed, or the suit is barred by limitation under Rule 11(d), the court would not permit the plaintiff to unnecessarily protract the proceedings in the suit. In such a case, it would be necessary to put an end to the sham litigation, so that further judicial time is not wasted. This view has been taken in the case of ***Dahiben vs. Arvindbhai Kalyanji Bhanusali (Gajra) Dead through legal representatives & Others*** reported in ***(2020) 7 SCC 366.***

19. The whole purpose of conferment of powers under this provision is to ensure that a litigation which is meaningless, and bound to prove abortive, should not be permitted to waste judicial time of the court. This view has been taken by the Hon'ble Supreme Court in the case of ***Azhar Hussain v. Rajiv Gandhi*** reported in ***1986 Supp SCC 315.***

20. The scope of Rule 11 of Order VII CPC has been explained in various decisions and the legal principles deducible are that, if the plaint does not disclose the cause of action or is barred by law: can be rejected where the litigation was utterly vexatious and abuse of process of Court. The test for exercising the power under Order 7 Rule 11 is that if the averments made

in the plaint are taken in entirety, in conjunction with the documents relied upon would the same result in a decree being passed. In the case of **Hardesh Ores(P) Ltd v. Hede & Co.** reported in **(2007) 5 SCC 614** the Hon'ble Apex Court held that it is not permissible to cull out a sentence or a passage, and to read it in isolation. It is the substance, and not merely the form, which has to be looked into. The plaint has to be construed as it stands, without addition or subtraction of words. ***(Liverpool & London S.P. & I Assn. Ltd. Vs. M.V. Sea Success I & Anr.).***

21**.** From the plain reading of the plaint, it would appear that the suit is filed for default in payment of rent and breach of terms of tenancy and also for non -payment of arrears of rent for 09 years. It further appears that the tenancy was terminated on 31st day of May, 2022. The arrears of rent has been calculated in terms of supplementary lease deed which was not registered. The Hon'ble Apex Court has discussed the effect of non registration of a lease deed which was required to be registered as per the law in the case of ***K.B. Saha and Sons Pvt. Ltd. vs. M/S Development Consultant Ltd.*** reported in ***(2008) 8 SCC 564*** in which the Hon'ble Apex Court has held as under:-

"32. In the case of Bajaj Auto Limited vs. Behari Lal Kohli [AIR 1989 SC 1806], this Court

observed that if a document is inadmissible for non registration, all its terms are inadmissible including the one dealing with landlord's permission to his tenant to sublet. It was also held in that decision that if a decree purporting to create a lease is inadmissible in evidence for want of registration, none of the terms of the lease can be admitted in evidence and that to use a document for the purpose of proving an important clause in the lease is not using it as a collateral purpose. Again this court in Rai Chand Jain Vs. Chandra Kanta Khosla [AIR 1991 SC 747] reiterated the above and observed in paragraph 10 as under: "10........the lease deed Ex. P1 dated 19th May, 1978 executed both by the appellant and the respondent i.e. the landlady and the tenant, Rai Chand Jain, though unregistered can be considered for collateral purposes and as such the findings of the Appellate Authority to the effect that the said deed cannot be used for collateral purposes namely to show that the purpose was to lease out the demised premises for residential purposes of the tenant only is not at all legally correct. It is well settled that unregistered lease executed by both the parties can be looked into for collateral purposes. In the instant case the purpose of the lease is evident from the deed itself which is as follows: "The lessor hereby demises House No. 382, Sector 30A, Chandigarh, to lessee for residential purposes only".

22. It is apparent from the above decision, that if a document is inadmissible in evidence for want of registration, none of its terms can be admitted in evidence and that to use a document for the purpose of proving an important clause would not be using it as a collateral purpose.

23. In the present case, plaintiffs-opposite parties in its plaint have relied upon various clauses of said unregistered supplementary lease agreement and on that basis plaintiffs have filed the suit alleging default in payment of rent on the basis of unregistered document modifying the terms of a registered deed of lease which is not liable to be taken into consideration in view of the decision in the case of **Sunil Kumar Ro**y (supra).

24. In such view of the matter, the terms of tenancy between the parties has to be considered on the basis of registered lease deed dated 17-10-2011.The learned trial court, while considering the said registered lease deed, has held that the supplementary lease deed (unregistered) is the part of registered lease deed dated 17-10-2011. This finding is in the teeth of the aforesaid judgment of the Hon’ble Supreme Court.

25. For the foregoing reasons, this civil revision is allowed.

26. The impugned order dated 24-01-2023 passed by the

learned Sub Judge-I Patna in Title Eviction Suit No. 56 of 2022 is hereby set aside and the matter is remanded to the learned court below to decide the application filed by the defendants-petitioners under Order VII Rule 11(a) &(d) of the CPC afresh in accordance with law after hearing the parties.

(Khatim Reza, J)

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