

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVISION No.30 of 2024

In
Miscellaneous Appeal No.686 of 2023

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1. Rajendra Kumar Das son of Munni Das, Resident of Village/Mohalla-Dharamganj, Police Station- Kishanganj, District- Kishanganj.
 2. Dharamshila Devi Wife of Rajendra Kumar Das, Resident of Village/Mohalla- Dharamganj, Police Station- Kishanganj, District- Kishanganj.

... .. Petitioner/s

Versus

1. Binita Kashliwal Wife of Deepak Kumar Kashliwal, Resident of Village/Mohalla- Dharamganj, P.O. and P.S.-Kishanganj, District- Kishanganj.
2. Manisha Kashliwal, Wife of Manisha Kashliwal, Resident of Village/Mohalla- Dharamganj, P.O. and P.S.-Kishanganj, District- Kishanganj.
3. Sonia Kashliwal, Wife of Navin Kumar Kashliwal, Resident of Village/Mohalla- Dharamganj, P.O. and P.S.-Kishanganj, District- Kishanganj.

... .. Opposite Party/s

Appearance :

For the Petitioner/s	:	Mr. Md. Waliur Rahman, Adv. Mr. Dhaneshwar Prasad Gupta, Adv.
For the Opposite Party/s	:	Mr. Mritunjay Kumar Tiwary, Adv. Mr. Amal Kumar Sinha, Adv.

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
CAV ORDER

15 19-06-2025 Heard Mr. Md. Waliur Rahman, learned counsel for the petitioners and Mr. Mritunjay Kumar Tiwary, learned counsel for the opposite parties.

2. This Civil Revision application preferred under Section 14(8) of the Bihar Building (Lease, Rent and Eviction) Control Act, 1982 is directed against the judgment and decree dated 10.05.2023 passed in Title Eviction Suit No. 04 of 2014



by the learned Munsif-II, Kishanganj whereby the learned Trial Court decreed the suit admitting the plea of personal necessity of the plaintiffs/opposite parties and directed the defendants/petitioners to vacate the suit premises within 60 days from the date of passing of the order, failing which the plaintiffs shall be at liberty to get the suit premises vacated through the process of the court.

3. The brief facts of the case is that the plaintiffs are joint owners of suit premises by virtue of a joint purchase through four registered sale deeds dated 03.03.2008, 06.03.2008, 11.07.2006 and 18.07.2006 total area 7 *kathas* 10 *dhurs* from the rightful owner, namely, Haripaddo Sah. The vendors of the plaintiffs had constructed three room *pucca* house, one kitchen, one bathroom, one latrine along with courtyard, tubewell and verandah within the boundary wall covered in four sale deeds. The defendant no. 1 was a tenant of the said house on a monthly rental of Rs. 500/- per month as per the english calendar in the suit premises from prior to purchase of the plaintiffs. But after purchasing the suit premises, the defendants have not paid any rent to the plaintiffs. It is further pleaded that after purchasing the said suit land along with houses, the name of the plaintiffs were jointly mutated in the



revenue records and rent was paid to the State of Bihar and their names were also recorded in Kishanganj Municipal Council and holding tax was also paid. The defendants/petitioners are occupying the entire suit premises of the plaintiffs/opposite parties as a tenant after purchasing the said suit premises.

4. It is further pleaded that there has been partition in mess and business between the respective husbands of the plaintiffs with their father on 20.02.2014, therefore, for *bona fide* requirement and for establishing separate business over the land in suit along with the premises is bonafidely required by the plaintiffs so that they may mutually partition and setup separate business premises for their respective husbands. The requirements of the plaintiffs for *bona fide* use and occupation of the suit premises is such that it cannot be substantially satisfied by partial eviction of the defendants' tenants. It is further contended that the father-in-law of the plaintiffs disclosed to defendant no. 1 on 01.03.2014 that he has effected an amicable partition between his sons, therefore, the suit premises is required by his daughter-in-laws for fulfilling the requirements of their respective husbands. Hence, the defendants should vacate and hand over the vacated possession



of the suit premises to the plaintiffs. It is further contended that on 11.03.2014, the defendant no. 1 met the father-in-law of the plaintiffs in court premises and said that since his wife has filed the suit against the plaintiffs and their vendors jointly for specific performance of contract bearing Title Suit No. 11 of 2009 in the Court of Sub-Judge-I, Kishanganj, hence, both of them have no intention to vacate the suit premises and the plaintiffs may do whatever they think. Therefore, the plaintiffs have filed the present suit for eviction of the defendants from the entire premises.

5. After service of summons, the defendants appeared and filed their written statement and denied the claim of the plaintiffs. It is pleaded that the father of Haripaddo Sah, namely, Late Avinash Chandra Sah while he had right, title and interest over the land described in Schedule-A of the written statement had constructed *pucca* dwelling house over the portion of the land consisting several *pucca* rooms, bathroom, latrine etc. The rest heirs of Avinash Chandra Sah had registered a deed of Power of Attorney in favour of Haripaddo Sah. On 20.05.1979, the defendant no. 2, Dharamshila Devi, came to know from her husband defendant no. 1 and others that Haripaddo Sah wants to sell his land with a *pucca* building described in Schedule-A,



then defendant no. 1 also became ready to purchase the suit land. The price of the land including *pucca* building having 4 *kathas* equivalent to 10 decimal 4 *karis* was finalized at the rate of Rs. 4, 50,000/- in presence of witnesses. An agreement to sale was executed on 04.06.2006 by Haripaddo Sah by taking earnest money of Rs. 3, 52,000/- from defendant Dharamshila Devi. On the same date, Haripaddo Sah promised to defendant no. 2 to execute sale deed in favour of her after taking rest amount of Rs. 98, 000/-. It is further contended that the defendants are residing with their family members in building of the suit land from August, 1990 as a tenant on rent of Rs 500/- per month. At the request of Haripaddo Sah, the defendant no. 1 had made an expenditure of Rs. 30,000/- for repair work of the said building in October, 2004. This amount has not been adjusted against rent as yet as promised by Haripaddo Sah. The defendants came to know on 23.06.2008 after receipt of notice that Haripaddo Sah has sold the said land and building through a registered sale deed dated 06.03.2008 and sale deed dated 03.03.2008 to the plaintiffs fraudulently by committing breach of trust in collusion with the plaintiffs. On being aggrieved with the fraudulent and illegal act of Haripaddo Sah and the plaintiffs, the defendant no. 2 Dharamshila Devi filed Title Suit



No. 11 of 2009 which is pending in the Court of Sub-Judge-I, Kishanganj, therefore, the present eviction suit is not maintainable because two civil suits between the same party for the same suit premises cannot proceed side by side as it is barred by law.

6. Upon completion of pleadings and consideration of rival contentions, the following issues were framed by the Trial Court:-

- (i). Is the suit maintainable ?
- (ii). Whether the plaintiffs have got a valid cause of action to file the suit against the defendants in view of pending TS no. 11 of 2009 in the court of Ld. Sub Judge IV?
- (iii). Whether there is a relationship of landlord and tenant between the plaintiffs and the defendants?
- (iv). Whether the plaintiffs are under reasonable necessity of the suit premises?
- (v). Whether the defendants/tenants can be evicted from the entire suit premises?
- (vi). Whether the requirement of the tenant can be fulfilled by partial eviction?
- (vii). Whether the plaintiffs are entitled to the cost of the suit?



(viii). Whether the plaintiffs are entitled for any relief or reliefs as sought for in the plaint?

7. The learned Trial Court firstly took Issue No. III with regard to relationship of landlord and tenant on the basis of evidence brought on record and came to a finding that plaintiffs are owner of the suit property vide registered sale deeds Exhibit 3 and 3A purchased from Haripaddo Sah. It is admitted fact that the defendants have been residing in the suit premises from August, 1990 as a tenant. It is an admission of tenancy on the part of the defendants and also a admission that they are tenants of Haripaddo Sah. It is further held that through paragraph 12 of the written statement it is pleaded that their proposed vendor Haripaddo Sah sold the suit land and premises to the plaintiffs fraudulently. There is an admission of the defendants that they have not paid any rent even after the date of alleged sale deeds of the suit land and premises to the original landlord of the defendants. The plaintiffs after purchase of the suit land and premises entered into the shoes of the landlord of the defendants. The plaintiffs have become the landlord of the tenants. This amounts sufficient evidence on record to prove the relationship of landlord and tenants between the plaintiffs and defendants.



8. Issue Nos. (iv), (v) and (vi) were taken up together by the Trial Court as they were the main issues to be contested in the Trial Court. The learned Trial Court upon examination of oral and documentary evidence led by the parties has come to a finding that the plaintiffs' sister-in-law (*gotni*) and their husbands are full brothers and they are doing business. Their husbands are looking to establish separate business for themselves for which they required the suit premises and land. They found that the suit land and premises are suitable and reasonable for the above purpose. It is further held that in a joint family the above requirement of the suit premises appear to be *bona fide* and reasonable. The case of the plaintiffs are corroborated by the testimony of PW-5 stating that his daughter-in-laws have filed the suit as partition had taken place between him and his sons in mess and business. Therefore, they required the suit land and premises for their husbands to set up independent business and get more space to expand their business. Presently, they are living in the same old house and are doing business at the same place. Now, they require separate space to do business independently. At present, the family business is being run in the name of one son, namely, Navin, while there is another son, namely, Jeetendra and has got issued



a license from the authorities to do business in his name but due to non-availability of enough space, he could not commence his business for their livelihood. In the above discussion, the learned Trial Court has held that the requirement of the plaintiffs' appears to be *bona fide* and reasonable and the plaintiffs have proved their case.

9. The learned Trial Court further held that the defendants have not denied the pleadings of the plaintiffs in their written statement, rather, their pleadings is based on denial of relationship of landlord and tenants between the plaintiffs and the defendants. The defendants have pleaded that they have acquired title and ownership in the suit premises on the basis of agreement to sale dated 04.06.2006 (Mark-X), which is only 4 *kathas* equivalent to 10 decimals 4 *karis*. The defendants have not denied the personal requirement of the plaintiffs with respect to the suit premises.

10. The learned Trial Court has further held that on perusal of the record, it appears that the plaintiffs have filed the suit for eviction of the defendants from the suit premises and tenants on sole ground of personal necessity under Section 11(I) (c) of the BBC Act by virtue of the provision under Section 14 of the BBC Act. The defendants before filing the written



statement were required to take permission of the Court to do so. There is no evidence available on record to show that the defendants have taken permission to file written statement. The requirement of taking leave of the Court is mandatory. In absence of taking leave, neither the written statement can be accepted nor the tenant can be allowed to contest the suit. In absence of such leave taken by the tenant in this case, the written statement of the defendants cannot be taken into consideration. It shall be deemed that the defendants have admitted the pleadings of the plaintiffs. Therefore, the plaintiffs are entitled to a decree of eviction on the ground of personal requirement. It is further held that the defendants are in *bona fide* and reasonable requirement of the suit premises for personal necessity.

11. So far the question of partial eviction is concerned, the learned Trial Court has held that once the landlord has proved the need of premises, the onus shifts on the tenants. The defendants did not prove that partial eviction of the suit premises would satisfy the requirement of the plaintiffs. On the other hand, the plaintiffs have specifically pleaded in the plaint and in their evidence that partial eviction cannot fulfill their requirement. The defendants have taken plea that a suit for



specific performance of contract is pending with respect to the suit land. Therefore, the present suit cannot proceed further. The Trial Court has relied upon a decision of this Court in the case of ***Gajendra Pd. Sinha vs. Man Mohan Pd. Sinha*** reported in ***1999 (1) BBCJ 456***, wherein, it has been held that “*a suit for specific performance is pending wherein in the plaintiff is also a party, the same alone cannot be said to be barrier for granting an eviction decree in favour of the plaintiff when uptill date he has acquired title over the suit property subject to the decision in the specific performance suit*” Therefore both the suits can proceed accordingly. The Issue No. 2 has been answered in favour of the plaintiffs and accordingly, decreed the suit in favour of the plaintiffs.

12. Being aggrieved by the judgment and decree dated 10.05.2023 passed in Title Eviction Suit No. 04 of 2014 by the Trial Court, the defendants/petitioners have filed the present Civil Revision application.

13. The learned counsel for the petitioners has submitted that the Trial Court wrongly held that the eviction suit and the suit for specific performance of contract are based on different cause of action. In fact, the suit for specific performance of contract bearing Title Suit No. 11 of 2009 has



been filed by the petitioners for the suit premises (4 *kathas* land) on the basis of agreement to sale dated 04.06.2006 executed by Haripaddo Sah. The present suit has been filed in the year 2014 for eviction of the petitioners from the suit premises. While the plaintiffs purchased the suit premises and land in the year 2008 by two registered sale deeds dated 03.03.2008 and 06.03.2008 from Haripaddo Sah.

14. Learned counsel for the petitioners has relied upon a decision of the Hon'ble Apex Court in the case of ***R.Kanthimathi and Anr. vs. Beatrice Xavier*** reported in **2000 (9) SCC 339**, wherein, the Apex Court has held that “*Any jural relationship between two persons could be created through agreement and similarly could be changed through agreement subject to the limitations under the law. Earlier when the appellants were inducted into tenancy it only means both agreed that their relationship was to be that of landlord and tenant. Later when the landlord decided to sell this property to the tenant and the tenant agreed by entering into agreement, they by their positive act changed their relationship as purchaser and seller. When the seller-landlord accepts the sum he actually acts under this agreement. This acceptance preceded by agreement of sale changes their relationship. This is how they*



intended. Once accepting such a change, their relationship of landlord-tenant ceases.” It is further submitted that land owner executed agreement for sale in favour of the defendants/petitioners, accepted the sum as advance money for sale of the suit premises. In view of the aforesaid decision, there is no relationship of landlord and the tenants between Haripaddo Sah and the defendants. Moreover, the plaintiffs are subsequent purchaser of the suit premises. The plaintiffs have not filed any receipt or document to establish that the relationship of the landlord and the tenant existed.

15. Learned counsel for the petitioners further submits that the present eviction suit was filed for eviction on the ground of personal necessity. The plaintiffs claim of eviction on the ground of *bona fide* need was stated to be the need of their respective husbands. They required separate space for each to do business independently in the suit premises. The plaintiffs have not proved their *bona fide* requirement to make out a ground for eviction of the tenant. The entire suit property is measuring 7 *kathas* 10 *dhurs*. The eviction of the tenant from a part of the premises can substantially satisfy the landlords’ need which was not considered by the Trial Court. Reliance has been placed in the case of ***Krishna Murari Prasad vs. Mitar Singh***



reported in ***1993 Supp (1) SCC 439***. Lastly, the learned counsel submitted that the court below also failed to appreciate the evidence adduced by the defendants/petitioners on the question of personal necessity.

16. On the other hand, learned counsel for the plaintiffs/opposite parties supported the judgment and decree by submitting that there is no illegality or perversity in the judgment.

17. The learned Trial Court after considering and appreciating the entire evidence adduced by the parties came to a finding of fact regarding personal necessity of the plaintiffs. It is further submitted that the defendants were tenant of Haripaddo Sah from August, 1990 till the sale of the suit premises by Haripaddo Sah to the plaintiffs in 2008. It is also admitted case of the parties that the defendants are not paying rent to the plaintiffs. The entire claim of the petitioners is on the basis of agreement to sale executed by Haripaddo Sah in favour of the defendant no. 1 in the year 2006, and a Title Suit No. 11 of 2009 was filed by the petitioners after purchasing the suit land by the plaintiffs which is pending in the Court of Sub-Judge-I, Kishanganj. The sale in favour of the plaintiffs is admitted and as such the title of the plaintiffs is admitted. The



status of the defendants as tenants since 1990 is admitted. Therefore, on facts, as stand admitted, the status of defendants continues to be tenant and there is no change much less by virtue of any finding of any Court as that matter is *sub judice*. Merely on ground of a declaration of a right, title or interest at a future date, the present status of a person cannot change as till such declaration is made in a lawful manner, the status remains as before which, as admitted by the defendants themselves, was that of a tenant. This view has been relied upon by the plaintiffs/opposite parties in the case of ***Om Prakash Gupta vs. Smt. Munni Devi*** reported in ***2006 (3) PLJR 5***.

18. It is further submitted that the defendants/petitioners were tenants of Haripaddo Sah since 1990 till 2008 before execution of sale deed in favour of the plaintiffs. The right of lessor's transferee enumerated in Transfer of Property Act. From perusal of the provision of Section 109, it is manifest that after the transfer of lessor's right in favour of the transferee, the latter gets all rights and liabilities of the lessor in respect of subsisting tenancy. The section does not insist that transfer will take effect only when the tenant attorns. It is well settled that a transferee of the landlord's rights steps into the shoes of the landlord with all the rights and liabilities of the



transferor landlord in respect of the subsisting tenancy. Section 109 does not require that the transfer of the right of the landlord can take effect only if the tenant attorns to him. Attornment by the tenant is not necessary to confer validity of the transfer of the landlord's rights. Since attornment by the tenant is not required, a notice under Section 106 in terms of the old terms of lease by the transferee landlord would be proper and so also the suit for ejectment. This view has been taken in the case of *Ambica Prasad vs. Md. Alam & Anr.* reported in (2015) 13 SCC 13.

19. Learned counsel for the plaintiffs/opposite parties further submits that the question of requirement of the premises in question could be satisfied by partial eviction. The court below has discussed the pleadings and evidence adduced by the parties. The court below has taken into account that husbands of both the plaintiffs are living in the same house (old house) and doing business at the same place. Now, they require separate space after partition in mess and business for each other to do business independently and get more space to expand their business further.

20. It is further submitted that landlord has proved the need of the premises. The onus shifts upon the tenants. There is



no pleading of the defendants on the point of partial eviction. The court below has found that the defendants could not successfully establish that the *bona fide* requirement of the plaintiffs for occupation of the premises in question for their personal use could be satisfied by partial eviction. The findings recorded by the court below are based on analysis of pleadings and evidence available on record. The judgment and decree passed in Eviction Suit No. 04 of 2014 by the Trial Court is legal, just, proper and in accordance with law. Hence, it doesn't require to be interfered by this Court.

21. Upon a careful consideration of the submissions advanced by the parties, the evidence brought on record, and the impugned judgment, it is manifest that the plaintiffs-opposite parties purchased the suit premises through four registered sale deeds dated 03.03.2008, 06.03.2008, 11.07.2006, and 18.07.2006, comprising a total area of 7 *kathas* and 10 *dhurs*, from the original owner, namely, Haripaddo Sah. On the other hand, the defendant-petitioners assert that an agreement for sale was executed between Defendant No. 1 and Haripaddo Sah on 04.06.2006 in respect of 4 *kathas* of land (equivalent to 10 decimals and 4 *karis*). It is pertinent to note that the defendants have themselves admitted that they have been residing in the



suit premises along with their family members since August 1990 as tenants, paying a monthly rent of Rs. 500/-. In the light of the authoritative pronouncement in *Ambika Prasad (supra)* “it is well-settled that a transferee of the landlord's right steps into the shoes of the landlord with all the rights and liabilities of the transferor landlord in respect of subsisting tenancy.”

22. In view of the admitted position that the defendants-petitioners have been residing in the suit premises, coupled with the plaintiffs' established title on the basis of the registered sale deeds, the relationship of landlord and tenant stands proved beyond doubt. This proposition is well supported by the decision in the judgment rendered in **Maharana Pratap Singh vs. Ambika Prasad Singh**, reported in **2023 (2) PLJR 321**.

23. The defendants-petitioners have admitted that they were residing in the suit premises and the plaintiffs establish their title through sale deeds, the relationship of landlord and tenant was established beyond doubt as held in the case of *Maharana Pratap Singh Vs. Ambika Prasad Singh (supra)*. Further, in the case of *Shamim Ara Naz & Anr. Vs. Mohammad Quamruddin* reported in **1997(1) PLJR 526** this Court has held that “when the learned court below has come to



a prima facie finding that the plaintiff established his ownership over the suit premises then the application ought not to have been rejected on the ground that there was no evidence of payment of rent by the defendant to the plaintiff or their vendor.”

24. In the aforesaid facts and circumstances, the relationship of landlord and tenant was proved by the plaintiffs.

25. The defendants have asserted their claim over the suit premises on the basis of an alleged agreement for sale executed by Haripaddo Sah. It is further stated that the defendants have instituted a suit for specific performance of contract, being Title Suit No. 11 of 2009, against Haripaddo Sah and others, including the present plaintiffs, which is stated to be pending adjudication. It is an admitted position that the suit instituted by the defendants has not yet been decreed. The mere pendency of the said suit does not bar a decree for eviction, as held in ***Gajendra Prasad Sinha (supra)***.

26. The plaintiffs seek eviction on grounds of personal necessity as their husbands require the suit premises for business after a family partition dated 20.02.2014. The plaintiffs' husbands, being brothers, intend to establish separate businesses after the family partition, and for that purpose, they



require the suit premises. This fact has been substantiated by the plaintiffs, particularly through the testimony of PW-5, Vijay Kumar Kashniwal, their father-in-law, who deposed that a partition took place between him and his sons with respect to the mess and business. The plaintiffs require the suit land and premises for their husbands to establish independent businesses. PW-5 further deposed that the existing family business is currently being operated in the name of one son, Navin, while another son, Jeetendra, has obtained a license issued by the concerned authorities to carry on business in his own name. However, due to lack of sufficient space, Jeetendra is unable to commence his business for the purpose of earning a livelihood. It is pertinent to note that these facts have not been disputed by the defendants.

27. Considering the facts and circumstances of the case as well as the evidence brought on record, this Court finds that the plaintiffs have successfully demonstrated a *bona fide* need for the suit premises to enable their husbands to establish separate businesses.

28. The defendants have miserably failed to disprove the plaintiffs' claim with any cogent evidence. The learned lower court has rightly found the plaintiffs' *bona fide* personal



requirement to be legal and proper.

29. It is apparent from the materials on record as well as admitted case of the parties that neither the plea of partial eviction was taken by the defendants in their written statement nor any evidence have been adduced by them to show that the defendants' partial eviction from the suit premises would satisfy the requirement of the plaintiffs. This Court has placed reliance upon the judgment in the case of ***Food Corporation of India & Others v. Vishun Properties & Enterprises & Others***, reported in ***1995 BBCJ 711***, as well as the decisions in the case of ***M/s Bata India Ltd. v. Dr. Md. Qamruzzama*** reported in ***1993(1) PLJR 87 (DB)***, and in the case of ***Hira Lal Das & Another v. Loknath Newatia*** reported in ***2014(4) PLJR 476***.

30. It also transpires from the impugned judgment that the learned Court below has recorded the finding on the basis of scrutiny of the evidence as led by the parties. During the course of submission, this Court has not been persuaded to find perversity or unreasonableness in any manner.

31. In view of the judgment of the Hon'ble Apex Court in the case of ***Kasthuri Radhakrishnan and others Vs. M. Chinniyan & Anr.*** reported in ***(2016) 3 SCC 296***, the revisional jurisdiction under the Rent Control Acts is



circumscribed by limitations and the revisional Court is only to see whether order for eviction is according to law or not. Their Lordships, in the aforesaid judgment, have observed as follows:-

*“....So far as the issue pertaining to exercise of revisional jurisdiction of the High Court while hearing revision petition arising out of eviction matter is concerned, it remains no more res integra and stands settled by the Constitution Bench of this Court in **Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh** (2014) 9 SCC 78. Justice R.M. Lodha, C.J.,the learned Chief Justice speaking for the Bench held in para 43 thus:*

“43. We hold, as we must, that none of the above Rent Control Acts entitles the High Court to interfere with the findings of fact recorded by the first appellate court/first appellate authority because on re-appreciation of the evidence, its view is different from the court/authority below. The consideration of examination of the evidence by the High Court in revisional jurisdiction under these Acts is confined to find out that finding of facts recorded by the court/authority below is according to law and does not suffer from any error of law. A finding of fact recorded by court/authority below, if perverse or has been arrived at without consideration of the material



evidence or such finding is based on no evidence or misreading of the evidence or is grossly erroneous that, if allowed to stand, it would result in gross miscarriage of justice, is open to correction because it is not treated as a finding according to law. In that event, the High Court in exercise of its revisional jurisdiction under the above Rent Control Acts shall be entitled to set aside the impugned order as being not legal or proper. The High Court is entitled to satisfy itself as to the correctness or legality or propriety of any decision or order impugned before it as indicated above. However, to satisfy itself to the regularity, correctness, legality or propriety of the impugned decision or the order, the High Court shall not exercise its power as an appellate power to re-appreciate or reassess the evidence for coming to a different finding on facts. Revisional power is not and cannot be equated with the power of reconsideration of all questions of fact as a court of first appeal. Where the High Court is required to be satisfied that the decision is according to law, it may examine whether the order impugned before it suffers from procedural illegality or irregularity.”

32. Having regard to the facts and circumstances of the case, this Court finds no reason to interfere with the judgment and order of eviction dated 10-05-2023 passed by the learned Civil Judge (Jr. Div.)-II, Kishanganj in Title Eviction Suit No.



04 of 2014.

33. Accordingly, this Civil Revision application, being devoid of merit, stands dismissed.

34. Pending interlocutory application, if any, shall stand disposed of.

(Khatim Reza, J)

Prabhat/
Shyambihari/-

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