

IN THE HIGH COURT OF JUDICATURE AT PATNA
SECOND APPEAL No.276 of 2024

1. Bharat Book Depot, Situated at Mohalla- Chauhatta in the house of known as “Manas Bhawan” in ground floor, Police Station Pirbahore, Post Bankipur, Town and District of Patna, through its Proprietor Giridhar Prasad.
2. Girdhar Prasad, (M) aged about 83 years, Son of Late Durga Prasad Resident of Mohalla-Lahari Tola, Post-Bhagalpur, Police Station-Bhagalpur, District-Bhagalpur.

... .. Appellant/s

Versus

Manorma Devi, aged about 55 years, Wife of Ashok Kumar Singh Resident of Village Chakiya Under Bairiya Police Station District Baliya, at Present residing at Mohalla-Chauhatta (Manas Bhawan), Police Station-Pirbahore, Post-Bankipur, Town and District-Patna.

... .. Respondent/s

Appearance :

For the Appellant/s	:	Mr. Sanjeet Kumar, Adv.
For the Respondent/s	:	Mr. Jitendra Kumar Singh, Sr. Adv. Mr. Varun Krishna Singh, Adv. Ms. Sripriya Sinha, Adv.

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
ORAL ORDER

5 14-07-2025 Heard Mr. Sanjeet Kumar, learned counsel for the appellants and Mr. Jitendra Kumar Singh, learned senior counsel for the respondent.

2. This Second Appeal has been filed against the judgment of affirmance passed by the Additional District Judge-XVII, Patna on 24.05.2024 in Title Eviction Appeal No. 86 of 2015 whereby the judgment and decree dated 25.07.2015 passed in Eviction Suit No. 27 of 2003 by the learned Civil Judge, Sr. Division-IV (Sub-Judge-IV), Patna has been upheld.

3. The plaintiff filed the suit for eviction on the



ground of personal necessity and default in payment of rent from Sept. 2001 to 01.08.2003. The ground raised for personal necessity was for starting “paper wholesale” business for her husband. The Schedule-I property purchased on 18.05.1999 having Area 681 Square Feet of Manas Bhawan, Mohalla-Chauthatta, P.S.-Pirbahore, Dist.-Patna. The defendants became defaulter as they failed to pay monthly rent for several consecutive months exposing them liable for eviction. The plaintiff requested the defendants to vacate the suit premises for her personal necessity but the defendants avoided to vacate the suit premises and lastly on 31.08.2023 when the plaintiff asked the defendants to vacate and pay the arrears of rent, the defendants failed to do so, which constrained the plaintiff to file the eviction suit on the ground of personal necessity and default in payment of rent as well as for payment of arrears of rent.

4. On summons, the defendants appeared and filed their written statement. Apart from ornamental objection, the defendants pleaded that the plaintiff at the time of filing of the suit was not the landlord of the entire property of the suit premises. It is further submitted that the building in question is the six storied building including ground floor belonging to Dev Kumar Mishra, who was the landlord of the defendants. The



defendants have taken on rent major portion of the frontage of ground floor and the fourth floor on a monthly rental of Rs. 500/- from him since long time back. The defendants have been running a book shop, namely, Bharat Book Depot and staffs are residing at the fourth floor lying on southern side of the building having four rooms, one hall, kitchen, bathroom and balcony. The aforesaid area was in possession of the defendants as tenants of Dev Kumar Mishra. The defendants were paying rent to the owner Dev Kumar Mishra, who being in need of money, requested the defendants to pay the rent in advance. Consequently, the defendants have paid to Dev Kumar Mishra a sum of Rs. 88,000/- during 02.05.1996 to 21.02.2000. It is further contended that on 10.10.2021 the defendants received a notice from Smt. Manorma Devi through her Advocate, who informed that she has purchased the house through registered sale deed dated 18.05.1999.

5. Considering the aforesaid facts, submissions of the parties and materials on record including the judgments of the courts below, it appears that the learned Appellate Court, which is final court of facts, has clearly held that there is a relationship of landlord and tenant between the parties. It is admitted by the defendants that they are the tenants of vendor of the plaintiff.



On the purchase of the suit land, the plaintiff has stepped into the shoes of the vendor of the suit premises. The plaintiff after purchase of the suit premises became the landlord upon transfer of property. It is also held that during the pendency of the suit, part of the property was purchased on 29.09.2023 and accordingly the plaint was amended. The entire suit premises is covered under two sale deeds dated 18.05.1999 and 10.03.2005 with specified boundaries showing in North – Corporation Nala and Footpath abutting road known as Ashok Rajpath, in South – T.K. Ghosh Academy, in East – Tirpuraricharan Palit and Sushil Chandra Palit at present another vendee and in West – Mohammad Moin Newat at present another vendee. It is also admitted fact that the rent of the tenanted premises was fixed by the House Controller at the rate of Rs. 6,868/- per month *vide* order dated 16.08.2003 passed in B.B.C Case No. 82 of 2001 (Ext.-4) which was confirmed in appeal and revision (Ext.-4/A & 4/B). It is admitted fact that defendants have not denied the title of the vendor of the plaintiff over the entire suit premises.

6. The learned Appellate Court further held that it is crystal clear that during pendency of the suit, the plaintiff became owner of the entire suit premises. It is also admitted fact that defendants were inducted in the suit premises in the



capacity of tenant and they were tenants of vendor of the plaintiff. There is no denial of status of defendants that they are not the tenants in the suit premises. However, defendant (PW-5) has admitted in his deposition that he had knowledge about the purchase of suit premises some 10-12 years ago in his deposition. This witness had admitted his tenancy in the suit premises. Thus, from evidence of defendants, it also clearly appears that the plaintiff is the landlord and defendants are in occupation of the suit premises as tenants.

7. The learned Appellate Court further held that it is settled law that even subsequent rights or new cause of action can be taken into consideration at the time of final adjudication provided that there should be no valid defence. It is a well settled principle that a court takes supervening and subsequent events into consideration only for the purpose of making an adjudication final so as to dispose of the dispute between the parties finally and thus shorten the litigation, this principle has been settled by this Court in the case of ***Ranvijaya Shahi Vs. Bala Prasad Motani*** reported in ***AIR 1978 PAT 91***. In view of the aforesaid decision after purchasing the remaining portion of the suit premises *vide* sale deed dated 10.03.2005 registered on 02.06.2007, the plaintiff has become owner of the entire suit



premises as the aforesaid subsequent sale deed (Ext.-2/A) was executed during pendency of this suit, so plaintiff has brought amendment in the plaint regarding subsequent event of purchasing the part of the suit and brought the entire facts before the Trial Court. The Appellate Court has further relied upon a decision in the case of ***Hindustan Petroleum Corporation Limited Vs. Md. Amber Yunus and Anr.*** reported in ***1997 (1) PLJR 230***, in which this Court has held that “*Once a person is inducted as tenant by a person claiming himself to be the landlord, the tenant cannot be permitted in law to challenge the title later on.*”

8. So far default in payment of rent is concerned, the fair rent of the suit premises had been fixed at the rate of Rs. 6,868/- per month by the House Controller, Patna payable by the defendants to the plaintiff w.e.f. 11.12.2001. The defendants have further failed to pay the monthly rent of the suit premises from the date of purchase by the plaintiff at the rate of Rs. 500/- per month. The defendants have defaulted in payment of monthly rent at the rate of Rs. 500/- to the plaintiff before 11.12.2001 and subsequently Rs. 6,868/- per month from 11.12.2001, so total sum of Rs. 1, 59,228/- of rent of the suit premises has fallen due in arrears and payable by the defendants



to the plaintiff but the defendants have not paid the aforesaid due rent. So far personal necessity of the plaintiff for the suit premises is concerned, the plaintiff has sought for eviction of the defendants from the suit premises on the ground of personal necessity also. The plaintiff has pleaded in the plaint that he purchased the suit premises for doing his own business in the suit premises of “paper wholesale” business which business the plaintiff’s husband had been doing in a rental shop room of others but due to lack of suitable premises, the business of the plaintiff’s husband has been closed and he has been sitting idle. The plaintiff’s husband needs to start his business of “paper wholesale” and has to keep his paper stock in the fourth floor portion of the suit premises. The grant of decree for partial eviction of the defendants from the suit premises will not satisfy the necessity of the plaintiff. In this regard, the plaintiff (PW-2) has deposed that she required the suit premises for doing business of her husband. Her husband is unable to do “paper wholesale” business due to unavailability of space and also specifically stated that her necessity cannot be fulfilled on partial eviction of the suit premises. PW-3 is the husband of the plaintiff. He has also supported the claim of the plaintiff regarding his personal necessity of the suit premises to run a



paper business in the tenanted premises by him. PW-3 has stated in cross-examination that both the floors are required for doing his business as well as for tailoring work of his wife. On considering the aforesaid facts, the learned Trial Court has held that the plaintiff has *bonafide* and reasonable requirement of the suit premises for her personal necessity as her husband required the suit premises to run his paper business. The learned Court has also relied upon a decision in the case of **Balwant Singh @ Bant Singh Vs. Sudarshan Kumar** reported in (2021) 15 SCC 75. The Apex Court in the aforesaid case has held that “*adequacy or otherwise of the space available with the landlord for the business in mind is not for the tenant to dictate.*”

9. Considering the aforesaid facts, as discussed above, the learned Appellate Court has held that there is a relationship of landlord and tenant between the plaintiff and the defendants. The plaintiff has been able to prove that the defendants are defaulter in payment of rent of the suit premises and the plaintiff is in reasonable and *bonafide* need of the suit premises. The Appellate Court has further held that the plaintiff is entitled to get a decree of ejectment of defendants from the suit premises and as such defendants are liable to be evicted from the suit premises.



10. Both the courts having gone through the facts and circumstances of the case have concurrently held that there is relationship of landlord and tenant between the plaintiff and the defendants and the plaintiff has successfully proved her *bonafide* requirements for the suit premises and it is also admitted fact that the defendants have not paid the rent for the defaulted period. Hence, the learned courts below are quite justified in arriving at the findings with regard to default as well as *bonafide* requirement.

11. Considering the aforesaid facts and circumstances, this Court doesn't find any illegality in the judgment and decree of the learned courts below nor does it find any question of law much less substantial question of law involved in this case.

12. Accordingly, this Second Appeal is dismissed at the stage of hearing under "Order XLI Rule 11 C.P.C."

13. Pending interlocutory applications, if any, shall stand disposed of.

(Khatim Reza, J)

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