

D/L.6.
October 28, 2025.
MNS.

FMA No. 1399 of 2025
+
CAN 1 of 2025

Mr. Anand Singh @ Guddu
Vs.
Ms. Kajal and another

Mr. Sayan Sinha,
Mr. Gourab Mondal

...for the appellant.

1. The present challenge has been preferred against an ad interim order of *status quo* granted in favour of the plaintiff/respondent no. 1.
2. The plaintiff/respondent no. 1 claims to be a tenant in respect of the suit property, from where a restaurant-cum-bar is run, asserting that a tenancy agreement was executed in her favour by the defendant no. 1 / appellant.
3. In the said suit, apart from claiming declaration regarding her tenancy right, the respondent no. 1 also asked for permanent injunction protecting her possession. In the suit, an injunction application has also been filed for temporary and ad interim injunction to that effect.
4. Learned counsel for the defendant no.1 / appellant argues that the defendant no.1 / appellant was granted liberty by the learned trial Judge to file a written objection to the injunction application but, in the same breath, ad interim *status quo* was

granted, despite the fact that the appellant is in possession of documents to show that the plaintiff / respondent no. 1 has since been dispossessed and that the license given to the plaintiff was for the limited purpose of conducting a 'musical band' in the said premises and not for possession.

5. Upon a perusal of the documents annexed to the injunction application in connection with the present appeal, we find that a rent agreement was entered into between the defendant no.1/ the present appellant and the plaintiff/respondent no. 1 on September 25, 2024 for a period of eleven months.
6. From a *prima facie* perusal of the said documents, it transpires that the same created not a mere license of user but a right to possess the suit property, albeit the tenure of such agreement has expired in the meantime.
7. In spite of the same, it is well-settled that within the ambit of the law of evidence in India, a person asserting that a jural relationship of licensor/licensee and/or landlord/tenant has ceased to exist has the burden to prove that such jural relationship has terminated and/or the tenant/licensee has been dispossessed from the suit premises.
8. Although the defendant no. 1 / appellant seeks to place reliance on another subsequent leave and licence agreement with a third party, *per se*, the

said document does not prove that the erstwhile tenant, that is, the plaintiff/respondent no. 1 has been dispossessed and/or that the jural relationship of statutory tenancy with the plaintiff/respondent no. 1 has come to an end.

9. As such, since the learned trial Judge adopted one of the plausible views while sifting the evidence before it, by granting *status quo* at the ad interim stage in favour of the plaintiff/respondent no. 1, we are loath to interfere with such exercise of the judicial discretion, particularly at the ad interim stage.

10. Accordingly, FMA No. 1399 of 2025 is dismissed under Order XLI Rule 11 of the Code of Civil Procedure.

11. However, we make it clear that we have not conclusively decided the merits of the issues involved and it will be open to the learned trial Judge to decide independently the injunction application as well as the suit without being influenced on merits in any manner by any of the observations made above.

12. In the event the defendant no. 1 / appellant files his written objection to the temporary injunction application in the trial court within a fortnight from date, it is expected that the learned trial Judge shall decide the injunction application itself within four weeks thereafter.

13. CAN 1 of 2025 is also disposed of accordingly.

14. There will be no order as to costs.

(Uday Kumar, J.)

(Sabyasachi Bhattacharyya, J.)