

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVISION No.265 of 2016

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Prem Shankar Mishra, Son of Late Harihar Prasad Mishra, Presently Resident of Mohalla- Kanhiya, Mishra Pokhar, Ward No. 37, P.S.- Laheryasarai, P.O.- Laheryasarai, District- Darbhanga.

... .. Petitioner/s

Versus

Smt. Renu Mishra, Wife of Shri Balram Prasad Mishra, Resident of Mohalla-Patar, P.S.- Ashok Paper Mill, P.O.- Patar, District- Darbhanga.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Shashi Shekhar Dwivedi, Sr. Advocate Mr. Parth Gaurav, Advocate Mr. Ashutosh Kumar Pandey, Advocate Mr. Rahul Kumar, Advocate Mr. Diya Prakash, Advocate
For the Opposite Party/s:		Mr. Alok Kumar Sinha, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAMESH CHAND MALVIYA
CAV ORDER

25 08-07-2026 Heard learned counsel for the defendant/petitioner and plaintiff/opposite Party.

2. This Civil Revision Application is filed under Section 14(8) of the Bihar Buildings (Lease, Rent & Eviction) Control Act, 1982 (hereinafter referred to as BBC Act), against the Judgment and Decree dated 29.06.2016 passed in Eviction Suit No. 26 of 2005 by the learned Munsif 1st, Darbhanga.

3. The brief facts of the case are that the plaintiff/opposite party, Smt. Renu Mishra @ Renu Kumari, filed Eviction Suit No. 26 of 2005 before the learned Munsif 1st, Darbhanga, against the defendant/petitioner, Prem Shankar Mishra, seeking Eviction from the suit premises at Muhalla-



Balbhadarpur (Kanhiya Mishra Pokhar), Ward No. 37, Naka No. 07, Anchal- Bahadurpur, P.S.- Laheriyasarai, District- Darbhanga, on the ground of *bonafide* personal necessity for construction of a residential house, pleading that the defendant was a tenant under her vendor, Krishna Kumar Mishra, who had sold her the premises vide registered sale deed dated 15.02.2004, his own title being traced to a registered partition deed dated 15.02.1949. The defendant contested the suit, denying any landlord-tenant relationship and asserting that he was a co-sharer of the land under the same partition deed and not a tenant. The impugned order dated 29.06.2016 decreed in favour of the plaintiff/opposite party, including the existence of a landlord-tenant relationship, *bonafide* personal necessity, and maintainability. Aggrieved thereby, the defendant/petitioner has preferred the present Civil Revision under Section 14(8) of the BBC Act before this Hon'ble Court.

4. Learned counsel for the petitioner submits that Eviction Suit No. 26 of 2005 was instituted by the plaintiff/opposite party, Smt Renu Mishra, seeking eviction of the Defendant/Petitioner on the ground of personal necessity, i.e., for the construction of a residential house over the contested property and that partial eviction would not serve the purpose as



stated in paragraph 13 of the plaint. He submits that, admittedly, as per paragraph 2 of the plaint, the plaintiff is a purchaser of the disputed property under a sale deed dated 29.04.2004, registered on 05.05.2004, executed by one Krishna Kumar Mishra, and that as per paragraph 8 of the plaint, the vendor's right to sell is traced to a registered partition deed dated 15.02.1949, by virtue of which he is alleged to have come into exclusive possession of the properties.

4. i. He submits that in the written statement, the petitioner denied any relationship of landlord and tenant, and instead asserted that he is a co-sharer and co-owner of the undivided disputed land along with the plaintiff's vendor and his Gotiyas, and that the construction covered with tin is his own residential house. He submits that the partition of the family property by a registered partition deed dated 15.02.1949 stands admitted and that no partition took place thereafter; accordingly, the said partition deed dated 15.02.1949 is an admitted document, marked as Exhibit 5. The learned counsel submits that the following points fall for determination:

(I) whether the suit for eviction was at all maintainable;

(II) whether there existed a relationship of landlord



and tenant between the parties; and

(III) whether the plaintiff was able to prove *bonafide* personal necessity and the absence of any alternative accommodation.

4. ii. On the first point, the learned counsel submits that the registered partition deed dated 15.02.1949 (marked as Exhibit 5) constitutes the title document of both the vendor of the plaintiff and the plaintiff, and shows four executants representing four branches of a joint family, the first party being constituted of four sharers, namely Yadunath Narayan Mishra, Jaggarnath Prasad Mishra, Jagbadhan Prasad Mishra and Harihar Prasad Mishra, the last of whom is admittedly the father of the defendant/petitioner. He submits that this establishes that the petitioner is not a tenant but a sharer of the property, whereas the vendor, Krishna Kumar Mishra, and his father, Bhubaneshwar Mishra, are not even parties to the partition deed, it being only the brother of Bhubaneshwar Mishra, namely Jagbadhan Mishra, who formed part of the first party. He submits that, at best, Bhubaneshwar Mishra could be said to have held some undivided share along with his brother, which might have devolved upon Krishna Kumar Mishra and his other heirs.



4. iii. The learned counsel submits that, as per Schedule-2 of the partition deed, 1 katha 18 dhurs 54 dhurki was allotted to the aforesaid first party across four plots, being Plot Nos. 30265, 30266, 30267 and 30269, with separate areas and directions specified for each plot, and that consequently, the share of Krishna Kumar Mishra, even if any, along with the other sharers, was less than $\frac{1}{4}$ th, that is, a fraction of 8 dhurs, since his father could have obtained only 4 dhurs as disclosed by Exhibit 5. He submits that the registered sale deed dated 15.02.2004, marked Exhibit 2, records at column 5 the sale of 8 dhurs of agricultural and residential land to the plaintiff out of five plots, including Khata No. 720, Plot No. 131/17/89, which was admittedly not the subject matter of the partition deed dated 15.02.1949; that no separate area or direction of any plot is specified therein; and that it has not been explained by the plaintiff as to how much land from which plot was sold to her. He submits that, even in this deed, the boundary description records the name of the defendant, Prem Shankar Mishra, which establishes the defendant's status as a co-sharer of the vendor.

4. iv. The learned counsel further submits that another significant feature of the sale deed is that it records the sale of land alone, and makes no mention of any construction,



permanent or temporary, thereon, nor any mention of tenancy of any person, thereby falsifying the plaintiff's case of the defendant being a tenant of the plaintiff's vendor and of purchase of a house standing over the disputed land. He submits that, even assuming that the vendor, Krishna Kumar Mishra, was a co-sharer having title over part of the property and, thus, entitled to sell under Section 44 of the Transfer of Property Act, he was not entitled to deliver possession, nor could the purchaser take physical possession thereof. In this regard, the learned counsel relies upon the judgment of the Hon'ble Apex Court reported in *2009 (4) PLJR (SC) 225*, and submits that it has been held therein, at paragraph 11, that the purchaser of a co-parcener's share may have a right to file a suit for partition, but has no right to obtain possession. He accordingly submits that the only suit maintainable on the basis of the aforesaid partition deed and sale deed was a suit for partition, and not a suit for eviction seeking to displace an admitted co-sharer. The learned counsel further submits that it is evident from the aforesaid facts that a serious dispute as to title subsists between the parties, and that the plaintiff has no right to disturb the joint possession of the petitioner over the lands allotted to the first party under the partition deed dated 15.02.1949. He relies, in



this connection, upon the judgment of this Hon'ble Patna High Court reported in *1999 (2) PLJR 148*, and submits that it has been held therein, at paragraph 5, that where a serious dispute of title exists between the parties, the plaintiff has the option either of filing a separate suit for partition or of converting the eviction suit into a title suit.

4. v. He further submits, relying upon the judgment of the Hon'ble Apex Court reported in *(1983) 3 SCC 36*, that it has been held therein, at paragraph 14, that for the purpose of Section 11(1)(c) of the BBC Act, the expression 'landlord' could mean a person who is the owner of the building and who has a right to remain in occupation and actual possession of the building to the exclusion of everyone else, and that it is such a person alone who can seek to evict the tenant on the ground of a *bonafide* requirement for personal occupation. He submits that, as already demonstrated, the plaintiff's vendor held a share of less than 4 dhurs, and that too jointly with other sharers, and that it is settled law that no person can transfer more than what he himself possesses; the plaintiff, therefore, has no title over the land in respect of which eviction is sought on the ground of personal necessity.

4. vi. On the second point, the learned counsel



submits that as per paragraphs 3 and 4 and other paragraphs of the plaint, the tenancy is alleged to have been created between the plaintiff's vendor and the defendant/petitioner prior to the plaintiff's purchase, and that, admittedly, no tenancy was created by the plaintiff herself. He submits that the sale deed dated 05.05.2004 does not disclose even the existence of any house, much less the existence of any tenant, and that there is no document to show that any tenancy was created between the plaintiff or her vendor and the defendant. He submits that such a relationship cannot be established merely on the basis of false statements made by witnesses, more so when it is not even stated as to when such tenancy was created, with whom, and in what manner; accordingly, there is no evidence whatsoever to indicate the existence of a landlord-tenant relationship between the parties, and the suit must fail on this ground alone. The learned counsel further submits that it is evident that only open land, of whatever area, was sold by the plaintiff's vendor to her, the sale deed making no mention of any structure thereupon, and the plaintiff not having alleged construction of any structure over the said land. He therefore submits that, even assuming, without admitting, the case of tenancy as set up by the plaintiff, it is settled law that the provisions of the BBC Act are not



applicable to the facts of the present case. In this regard, he relies upon the judgment of this Hon'ble Court reported in 1993 (1) PLJR 524, and submits that it has been held therein, at paragraph 6, that the BBC Act has no application with respect to open land, and that a suit under the said BBC Act will lie only if a building, as defined thereunder, has been let out to a tenant, in which event alone a suit for eviction under the BBC Act will apply. He submits that, in the present case, neither does the sale deed dated 05.05.2004 disclose the existence of any building, nor is there any allegation of construction of a building over the suit land by the plaintiff or her vendor; accordingly, the suit itself is not maintainable, and no question of a landlord-tenant relationship arises.

4. vii. On the third point, the learned counsel submits that the only personal necessity alleged in the plaint is the construction of a residential house for the plaintiff's family over the disputed land; however, it is nowhere stated whether any building map was passed or approved by the competent authorities, nor is it stated that the plaintiff possesses the financial capacity to construct such a house, nor whether she has any residential house elsewhere. He submits that a similar matter came to be considered by the Hon'ble Apex Court in the



judgment reported in (1996) 6 SCC 475, wherein it was held that a mere statement of personal necessity for construction of a house is neither sufficient nor a sufficient pleading to be relied upon, and that relevant facts pertaining to such construction namely, the capacity to build, necessary approvals of the authorities and grant thereof, and other germane factors must also be brought on record. He submits that, on all these points, not only is the plaint silent, but no such material has been brought on record in the course of evidence either; accordingly, the plea of personal necessity cannot be said to be *bonafide* or made in good faith, but is rather a pretence for ejectment of a co-sharer in respect of an area exceeding his actual share, rendering the sale deed itself a nullity, and the plea of personal necessity therefore fails. The learned counsel lastly submits that, so far as the question of partial eviction is concerned, the same is rendered inconsequential, inasmuch as the plaintiff herself alleges that partial eviction would not serve her purpose, while the defendant/petitioner asserts that no eviction whatsoever can be allowed.

5. Learned counsel for the plaintiff/opposite party submits that the present Civil Revision Application is not maintainable, inasmuch as the same has been filed under



Section 115 of the Code of Civil Procedure instead of under Section 14(8) of the BBC Act, and is, therefore, liable to be dismissed at its very threshold on the ground of law as well as facts. He submits that the plaintiff/opposite party instituted the eviction suit as she is in dire necessity of the suit premises to reside therein with her family members upon construction of a house, and also to impart good education to her children, it being categorically stated that partial eviction of the suit premises would not fulfil her need. He submits that it is admitted that the plaintiff/opposite party purchased the suit premises from her vendor, Krishna Kumar Mishra, vide a registered sale deed executed on 29.04.2004 and registered on 05.05.2004, and that the defendant/petitioner was a tenant from before, on a monthly rental of Rs. 100/-, under the plaintiff's vendor, and was running a business in the tin shed situated on the portion of the land in question. He further submits that the vendor of the plaintiff obtained the said premises, i.e., the land, through partition by a registered partition (Taksimnama) dated 15.02.1949.

5. i. The learned counsel submits that it is humbly stated that the vendor of the plaintiff/opposite party, namely Krishna Kumar Mishra, informed the defendant/petitioner that



the plaintiff was now the owner and that henceforth rent was to be paid to the plaintiff; that the plaintiff's husband, on her behalf, told the defendant to vacate the portion in question; that upon reminders, the defendant paid rent of Rs. 200/- for two months and requested extension of time to vacate the premises; but that the defendant, upon being granted extension of time, started harassing the plaintiff in various ways with *malafide* intention, and finally, on 16.08.2005, refused to vacate the suit premises. He submits that the plaintiff/opposite party is the actual owner of the entire suit premises since 05.05.2004, being the date on which the same was registered in her name by her vendor.

5. ii. The learned counsel further submits that it is evident from the impugned judgment and decree that the plaintiff has been able to prove, by valid evidence, that there existed a relationship of landlord and tenant between the parties. He submits that it is also clear from the facts, evidence, and the *Taksimnama* dated 15.02.1949 that the disputed land was partitioned amongst the families and equal shares were allotted to each party, and it is an admitted fact that the plaintiff's vendor executed the sale deed in favour of the plaintiff, and mutation has since been effected in her name. He submits that, as per the



principle laid down through a catena of judgments of this Hon'ble Court as well as the Hon'ble Apex Court, in an eviction suit, the serious question of title over the suit land is not required to be looked into at all once it is established that a relationship of landlord and tenant exists between the parties. He submits that the land in question has already been mutated in the name of the opposite party, and that, moreover, the defendant/petitioner never opted for cancellation of the said registered sale deed dated 05.05.2004.

5. iii. He submits that the pleadings of the parties, as well as the issues proposed by them, were fully considered by the learned trial Court, wherein eight issues were framed for adjudication of the suit, and Issue Nos. III, IV and V were decided in favour of the plaintiff/opposite party. He submits that Issue No. VI, regarding partial eviction, was also decided in favour of the plaintiff, and Issue Nos. I, II, VII and VIII, regarding maintainability of the suit, cause of action, and other reliefs, were concluded by the trial Court in favour of the plaintiff, holding that the suit as filed is maintainable and that the plaintiff has a valid cause of action. The learned counsel submits that it is a well-settled principle of law that the Court is not required to go into complicated questions of title in an



eviction suit, and that all such questions of title can only be looked into in a separate title suit; the court is required to examine only incidentally the title of the plaintiff, *prima facie*, with regard to the suit premises, for the limited purpose of ascertaining the landlord-tenant relationship between the parties.

5. iv. He submits that it is well settled by the Hon'ble Apex Court in *D. Satyanarayan v. P. Jagdish*, reported in 1987 (4) SCC 424, and in *State of A.P. and Ors. v. D. Raghukul Pershad (D) by LRs and Ors.*, reported in 2012 (8) SCC 584, that a tenant who has been let into possession by the landlord cannot deny the landlord's title, however defective, so long as he has not openly surrendered possession to his landlord; in other words, a tenant who is in possession of the demised premises is estopped from questioning the landlord's title so long as he does not surrender possession to the landlord. The learned counsel further submits that in *Chandradeo Kumar @ Jawaharlal v. Shri Krishna Prasad and Ors.*, reported in 2010 (3) BBCJ V-75, this Hon'ble Court held that the Trial Court has to go into the question of title and ownership of the plaintiff over the suit property only incidentally, and not exhaustively, other than for ascertaining the relationship of landlord and tenant between the parties as well as the *bonafide* personal



requirement of the suit premises.

5. v. He submits that the Hon'ble Apex Court, in *Jyoti Sharma v. Vishnu Goyal*, reported in 2025 (5) BLJ SC 203, has held that it is trite law that in a suit for eviction, the proof of ownership of the tenanted premises is not required to be as strictly examined as in a suit for declaration of title. The learned counsel further submits that this Hon'ble High Court, in *Aditya Raj v. Kumari Kavita Sinha*, S.L.P.(C) No. 25110 of 2025, decided on 19/05/2025 (SC), dismissed the civil revision holding that it is settled law that where an eviction suit is filed under Section 11(1)(c) of the Act, complicated questions of title cannot be decided in such a suit, and the Court has only to see whether there exists a relationship of landlord and tenant between the parties. He submits that the Hon'ble Patna High Court, in *Som Nath Mukherjee v. Atul Kumar Sinha*, reported in 2025 (6) B.L.J. 438, dismissed the revision application, holding, inter alia, that there existed a relationship of landlord and tenant between the parties, and, in view of the judgment of the Hon'ble Apex Court in *Kasthuri Radhakrishnan and Ors. v. M. Chinnian and Anr.*, reported in (2016) 3 SCC 296, submits that the revisional jurisdiction under the Rent Control Act is circumscribed by limitation, and the revisional Court is only



required to see whether the order for eviction is according to law or not.

6. Having considered the rival submissions advanced on behalf of the parties, and the impugned order, the following points for determination arise in the present civil revision, which are as follows:

a) Whether the suit for eviction was at all maintainable?

b) Whether there existed a relationship of landlord and tenant between the parties?

c) Whether the plaintiff was able to prove *bonafide* personal necessity and the absence of any alternative accommodation?

On the point no. (a)

7. After considering the submissions and perusal of the judgment and order as impugned, this Court finds that on the issue of maintainability, it relies on the case of *Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh*, (2014) 9 SCC 78, wherein it was stated:

“45.....The consideration for 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 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 re-assess 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.”

It is well settled that the revisional jurisdiction of this Court under Section 14(8) of the BBC Act, is narrow and supervisory in character. The Constitution Bench of the Hon’ble Supreme Court in *Hindustan Petroleum Corporation Ltd. v. Dilbahar Singh, supra*, has held that the revisional court cannot function as a second Court of first appeal. This principle has been applied by this Court directly to revisions under Section 14(8) of the BBC Act in *Md. Ehsam Rasul v. Munni Devi, 2016 (4) PLJR 20* (paras 6-7), and reaffirmed in *Dilip Kumar Agrawal v. Kamakhya Prasad & Anr., CR. 172 of 2018* (Patna High Court, decided 17.02.2021), wherein this Court, upon finding the Trial Court’s findings on *bonafide* personal necessity to be in accordance with law and based on due appreciation of evidence, declined to interfere in the exercise of its revisional jurisdiction under Section 14(8). Accordingly, this Court is empowered under Section 14(8) of the BBC Act only to examine the legality of the order passed by the lower court and not to extensively deal with the issue of the title of the suit property.



8. On perusal of the registered partition deed, it is evident that the disputed land has been partitioned in between the families and equal share have been allotted to each one but so far as dispute raised by the defendant/petitioner for the allotment of the eastern and western portion on land is not clear but as it is an admitted fact that the plaintiff/opposite party's vendor has executed sale deed in favour of the plaintiff/opposite party and mutation has been done in her name. As laid down in a recent case, *Jyoti Sharma v. Vishnu Goyal & Anr., 2025 INSC 1099*, in a suit for eviction, the proof of ownership of the tenanted premises is not to be strictly looked at as in a suit for declaration of title. Previously, in *Sriram Pasricha vs Jagannath & Ors, (1976) 4 SCC 184*, it was held:

"29.....the relation between the parties being that of landlord and tenant, only the landlord could terminate the tenancy and institute the suit for eviction. The tenant in such a suit it estopped from questioning the title of the landlord under Section 116 of the Evidence Act. The tenant cannot deny that the landlord had title to the premises at the commencement of the tenancy. Under the general law, in a suit between landlord and tenant, the question of title to the leased property is irrelevant."



Additionally, in *Anar Devi (Smt.) v. Nathu Ram*,
(1994) 4 SCC 251, it was held

"12. Indeed, the said doctrine of tenant's estoppel, finds statutory recognition in Section 116 of the Indian Evidence Act, 1872, for short 'the Evidence Act', in that, it states that 'no tenant of immovable property, or person claiming through such tenant, shall during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immovable property.

13. Ever since, the accepted position is that Section 116 of the Evidence Act applies and estops even a person already in possession as a tenant under one landlord from denying the title of his subsequent landlord when once he acknowledges him as his landlord by attainment or conduct. Therefore, a tenant of immovable property under landlord who becomes a tenant under another landlord by accepting him to be the owner who had derived title from the former landlord, cannot be permitted to deny the latter's title, even when he is sought to be evicted by the latter on a permitted ground."

9. Accordingly, in light of the above factual scenario



and judgements, it is crystal clear that in an eviction suit, the serious question of title over the suit land is not looked into extensively once it is established that a relationship of landlord and tenant exists, and thereby the present eviction suit is maintainable.

On the point no. (b)

10. For deciding the question as to the existence of a relationship of landlord and tenant, it is necessary to examine certain provisions of the BBC Act. It is humbly argued by the learned counsel for the defendant/petitioner that the disputed property is an open land with a small tin shade, and thereby it does not come under the ambit of the BBC Act. Under Section 2(b) of the BBC Act, “Building” means any building, or hut or a part of the building or hut, let or to be let, separately for residential or non-residential purposes and includes-

(i) the garden, grounds and out-houses, if any, appurtenant to such building or hut or part of such building or hut, and

(ii) any furniture supplied by the landlord for use in such building or hut or part of building or hut.

From the perusal of the impugned order, it is also evident that the tin shade was present on the disputed land,



which is sufficient to bring it within the definition of a “building” so as to attract the applicability of the BBC Act.

11. From the impugned order, it appears that the plaintiff/opposite party also examined her vendor to ascertain the very fact of the landlord and tenant relationship. It is the duty of the plaintiff/opposite party to establish her case, and in this very case, the plaintiff has been able to produce all the relevant facts to establish the relationship of landlord and tenant. The documents, particularly the rent receipt (Exhibit-4), read with the tax receipts (Exhibits 3 & 3A), are sufficient to establish, *prima facie*, the existence of the landlord-tenant relationship between the parties.

12. Under Section 2(f) of the BBC Act, “Landlord” includes the person who for the time being is receiving or is entitled to receive, the rent of the building, whether on his own account or on behalf of another, or on account or on behalf of for the benefit of himself and others or as an agent, trustee, executor, administrator, receiver, guardian or who would so receive the rent, to be entitled to receive the rent, if the building were let to a tenant. From the perusal of Exhibit 4, which is the rent receipt filed by the plaintiff/opposite party, it appears that the defendant/petitioner was paying rent. On the sale of the suit



property vide agreement dated 05.05.2004 executed by Krishna Kumar Mishra in favour of the plaintiff/opposite party, all the rights and interests accordingly passed to the plaintiff/opposite party. As per Exhibit 6, the plaintiff/opposite party has also produced mutation orders in her name, which again strengthens her claim as the landlord.

13. Once such a relationship stands established, it is not necessary for this Hon'ble Court to enter into a detailed inquiry into the question of title over the suit property, and the defendant/petitioner, having acknowledged the said relationship through rent receipts, is estopped from disputing the same or setting up an independent title. Accordingly, the suit is maintainable, and from the facts of the cases and evidence produced on record, the relationship between the plaintiff/opposite party and the defendant/petitioner as landlord and tenant is duly established.

On the point no. (c)

14. On the issue of deciding the question of personal necessity and whether partial eviction is insufficient to fulfil the needs of the plaintiff/opposite party, para 13 and 14 of the plaint of the plaintiff/opposite party clearly shows that the plaintiff/opposite party has to construct house and also for the



purpose of imparting education to her children she requested the defendant/petitioner to vacate the suit premises. The same is a *bonafide* and genuine need as the landlord is the best judge of his own requirement, and it is not open to the tenant to dictate how the landlord should use his property or arrange his family's needs as held in *Shiv Sarup Gupta v. Mahesh Chand Gupta*, (1999) 6 SCC 222; *Prativa Devi v. T.V. Krishnan*, (1996) 5 SCC 353). The need for adequate space for children's education has been specifically recognised as a valid ground for eviction in *Ajay Mahasukhlal Shah v. Chandrakant Babulal Shah* (Bombay HC, 2023). The plaintiff/opposite party's requirement is therefore *bonafide*, and the defendant is liable to be evicted accordingly. Accordingly, it can be said that the plaintiff/opposite party's requirement would not be fulfilled by partial eviction.

15. This Court does not find any error or infirmity in the order passed by the Learned Munsif 1st Darbhanga requiring any interference by this Court in its revisional jurisdiction.

16. Accordingly, the Civil Revision is dismissed.

(Ramesh Chand Malviya, J)

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