

D/L.7.
May 20, 2026.
MNS.

SAT No. 26 of 2026

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CAN 1 of 2026

Madan Chandra Halder

Vs.

Aloke Ranjan Aich Bhowmick

Md. Mokaram Hossain,
Mr. Mizanur Rahaman,
Mr. Karnab Biswas, Advs.

... for the appellant.

Mr. Prasanta Bishal

...for the respondent.

1. Insofar as the report of the Additional Stamp Reporter regarding the valuation of the matter not being ascertainable is concerned, it transpires from the copy of the plaint, which is annexed to CAN 1 of 2026, that the valuation has been correctly depicted in the memorandum of appeal. Hence, it is deemed that such defect stands cured.
2. The certified copies of the trial court's judgment and decree are filed by learned counsel for the appellant in Court today, which are tagged with the record.
3. Thus, the defect in that regard also stands cured.
4. Leave is granted to the learned Advocate-on-record for the appellant to carry out the necessary amendments to the memorandum of appeal to cure the other defects pointed out by the Additional Stamp Reporter.

5. The present appeal has been preferred against a judgment of reversal.
6. The suit was filed by the plaintiff/respondent for eviction of the defendant/appellant.
7. The learned trial Judge proceeded to dismiss the suit by holding that although the defendant had admitted the plaintiff as his landlord, no document regarding ownership was produced by the plaintiff in respect of the subject property. It was further held that merely with the service of eviction notice upon the defendant by the plaintiff being proved and admission on the part of the defendant regarding the plaintiff being his landlord, the relief sought by the plaintiff cannot be granted.
8. The learned trial Judge also framed issues on whether the defendant/appellant was guilty of default in payment of rent and/or whether the plaintiff had personal requirement for the suit property, proceeding on the premise that the suit was instituted under the West Bengal Premises Tenancy Act, 1997.
9. The learned First Appellate Court reversed the findings of the learned trial Judge on the premise that since the suit property did not come within the Kolkata Municipal Corporation area or the Howrah Municipal Corporation area and/or any other Municipal area, in terms of the West Bengal Premises Tenancy Act, 1997, the said Act was not applicable.

10. By default, the learned First Appellate Court held that the Transfer of Property Act, 1882 was applicable.
11. On a perusal of the plaint annexed to the injunction application filed in connection with the present appeal, we find that the suit was preceded by an ejectment notice, which was described to be under Section 106 of the Transfer of Property Act, 1882 and mentioned to be so in paragraph no. 3 of the plaint itself.
12. From the frame of the suit, it is evident that the same was filed under the Transfer of Property Act, 1882, on the strength of Section 106 of the same, and not under the West Bengal Premises Tenancy Act, 1997.
13. The learned trial Judge proceeded on the palpably erroneous legal premise that the subject property, as well as the suit, was governed by the 1997 Act.
14. Moreover, the learned trial Judge, after holding that the defendant/appellant had admitted that the plaintiff/respondent was his landlord/lessor, had no other option but to grant eviction, since it was also held by the learned trial Judge that the service of the eviction notice, which was issued under Section 106 of the 1882 Act, was proved.
15. Thus, the learned First Appellate Court rightly reversed the decision of the trial Court and granted eviction decree on the ground of Section 106 of the Transfer of Property Act, 1882.
16. Hence, we do not find any illegality in the impugned judgment and decree of the First Appellate Court.

17. Accordingly, SAT No. 26 of 2026 is dismissed under
Order XLI Rule 11 of the Code of Civil Procedure.

18. Consequentially, CAN 1 of 2026 is dismissed as well.

19. There will be no order as to costs.

(Biswaroop Chowdhury, J.) (Sabyasachi Bhattacharyya, J.)