D/L.5.
November 12, 2026.
MNS.

SA No. 82 of 2025
+
CAN 1 of 2025

Lebu Mahalat and others
Vs.
Bhikhu Das

Mr. Tanmoy Mukherjee,
Mr. Gour Baran Sau, Advs.

… for the appellant.

1. The instant appeal has been directed against the judgment and decree passed passed by the learned First Appellate Court in OC Appeal No. 34 of 2022, dismissing the said appeal.
2. The appellants were tenants under the respondent-landlord in respect of a shop room.
3. It is submitted by learned counsel for the appellants that there was a covenant in the tenancy agreement entered into between the landlord and the tenants that at the time of induction, the tenant would pay Rs.25,000/- as salami to the landlord.
4. The agreement also stipulated that as and when the tenant sublets the premises and receipts salami over and above Rs. 25,000/- as paid by the present appellants as tenants, the appellants were obliged to pay 10% of such excess amount to the landlord. In such case, the landlord would not refuse permission to the tenants/appellants to sub-let the suit premises.

5. There was another clause in the agreement between the landlord and tenant that the appellant would not sublet the suit premises without a written permission from the landlord.
6. In the present case, the tenant sublet the premises to a third party.
7. According to the agreement entered into between the parties, the tenant tendered 10% of the excess amount as he had received from the sub lessee.
8. However, the landlord refused to accept such amount as the premises was sublet without permission in writing by the landlord as stipulated in the agreement between the parties.
9. According to the learned advocate appearing for the appellants/tenants, the tenants were not obliged to take prior permission for subletting the premises in terms of the agreement entered into between the parties.
10. Learned Trial Court as well as the learned First Appellate Court did not accept such contention of the appellant/tenant.
11. To our opinion, a plausible interpretation of the clauses of the tenancy agreement has been accepted by the learned Trial Court as well as the learned First Appellate Court inasmuch as, on a composite reading of the aforementioned clauses, irrespective of whether the landlord would be entitled or not to refuse permission, it was mandatory for the tenants to obtain prior permission for sub-letting in writing from the

landlord; whereas admittedly no such prior permission was taken by the tenants/appellants.

12. Thus, we find that no substantial question of law is involved in the present appeal.

13. Accordingly, the appeal is dismissed under Order XLI Rule 11 of the Code of Civil Procedure.

14. Consequentially, the connected application, being CAN 1 of 2025, stands disposed of as well.

15. There will be no order as to costs.

16. Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Md. Shabbar Rashidi, J.) (Sabyasachi Bhattacharyya, J.)