

10th February,
2026
(AK)
33

S.A.T 146 of 2025
IA No: CAN 1 of 2025

Dhrubajyoti Dutta
VS
Mrinal Kumar Mukhopadhyay

Mr. Sounak Bhattacharya
Mr. Munshi Mijanur Rahman
Mr. Sounak Mandal
Mr. Anirban Saha Ray

...for the appellant.

1. The present appeal has been preferred against a judgment of affirmance, whereby both the courts below decreed a suit for eviction filed against the defendant/appellant on the ground of issuance of notice under Section 106 of the Transfer of Property Act.
2. Learned counsel appearing for the appellant assails the impugned judgments on two scores.
3. First, it is argued that the learned Trial Judge as well as the learned First Appellate Court erroneously proceeded on the ground that the tenancy which devolved on the present defendant/appellant is a joint tenancy, unlike a tenancy-in-common, which, it is submitted, are totally different concepts.
4. Secondly, it is pointed out that admittedly, in the schedule to the eviction notice, the expression

“Santi Stores” was mentioned, whereas the same is absent in the plaint schedule.

5. It is further argued that Santi Stores was not the tenant of the plaintiff/lessor but the present appellant.
6. However, we are unable to accept either of the said contentions of the appellant.
7. Insofar as the distinction between joint tenants and tenants-in-common is concerned, the same is merely academic in the present case, since it is nobody’s case that any of the other heirs of the original lessee than the present appellant continued as a lessee in respect of the suit premises after the demise of the predecessor-in-interest of the appellant, that is, the original lessee.
8. Even otherwise, the learned Trial Judge relied on a judgment of the Hon’ble Supreme Court in the matter of *Suresh Kumar Kohli vs. Rakesh Jain and another* reported at (2018) 6 SCC 708 to distinguish between the concepts of joint tenants and tenants-in-common, holding that the principle of joint tenancy is applicable in the present case.
9. The said question, however, is not germane for the present adjudication or the adjudication of the suit.
10. It is well-settled that a question which does not materially affect the outcome of the suit cannot be construed to be a substantial question of law within

the contemplation of Section 100 of the Code of Civil Procedure.

11. Insofar as the other ground is concerned, since a business under the name and style of Santi Stores was continuing from the suit premises, merely to specify the address and to ensure that the eviction notice reaches its correct destination, the expression “Santi Stores” was used in addition to the description of the suit property in the schedule of the eviction notice.
12. However, such surplusage, even if any, cannot render the notice defective, since it is well-settled that if both parties sufficiently understand the property which is referred to in the eviction notice, the court should not scrutinize such notice with a fault-finding approach.
13. As such, the mention of the additional expression “Santi Stores” in the quit notice, whereas the rest of the description of the suit property in all material regards was correct and identical with the suit premises, does not affect the outcome of the suit in any manner.
14. Even otherwise, we do not find any substantial question of law involved, since the concurrent findings of both the courts below support the eviction decree granted against the defendant/appellant.

15. That apart, in a suit for eviction under Section 106 of the Transfer of Property Act, the primary and germane consideration is whether the quit notice contained a workable description of the suit premises for the noticee to understand the identity of the property and whether such notice was duly served.
16. There being no demur on such grounds, we do not find any error in the judgments of either of the courts below.
17. Accordingly, SAT 146 of 2025 is dismissed under Order XLI Rule 11 of the Code of Civil Procedure.
18. Consequentially, CAN 1 of 2025 is also dismissed.
19. There will be no order as to costs.
20. Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)

(Supratim Bhattacharya, J.)