

13th January,
2026
(AK)
28

S.A.T 486 of 2018

Amulya Haldar and another
Vs.
Renukabala Mistri

Mr. Surya Prasad Chattopadhyay
Mr. Arjun Samanta
Mr. Ankit Chatterjee

...for the appellants.

1. The present appeal has been preferred against a judgment of affirmance, by the defendants in a suit for eviction of licensee.
2. Learned counsel for the appellants submits that despite a case being made out in the plaint that a licence was given only for a month, prior to expiry of which the suit was filed, the defendants/appellants, by way of a local inspection, brought before the court evidence that a substantial construction was made on the suit property by the defendants/appellants during a period much prior to the alleged date of grant of licence.
3. As such, it is contended that the plaint case of licence simpliciter failed.
4. Learned counsel argues that the plaintiff has to succeed or fail on his own case and as such, since the plaint allegation of licence for a limited period

was belied by the Commissioner's report, the suit ought to have been dismissed.

5. Secondly, it is argued that even the plaintiff's witnesses failed to establish as to how long the defendants/appellants are in possession of the property.
6. Thus, the plaint case was demolished by the plaintiff's witnesses themselves.
7. Thirdly, it is argued that the defendants/appellants pleaded adverse possession in respect of the suit property. The learned courts below, it is argued, failed to advert to the evidence in that regard.
8. Learned counsel submits that the Commissioner's report would acquire relevance in the context as well.
9. However, upon hearing learned counsel for the appellants and perusing the judgments and decrees of both the courts below, we do not find any substantial question of law involved.
10. The learned Trial Judge considered the evidence of both the parties at length.
11. It was recorded by the learned Trial Judge that although the defendants made out a case that the plaintiff had agreed to sell the suit property in favour of the defendants in exchange of Rs.30,000/-, no document whatsoever was

produced by the defendants in support of such contention.

12. Also, the learned Trial Judge observed upon adverting to the evidence adduced by the parties, that the factum of continuous open, uninterrupted and hostile possession over a period of twelve years in respect of the property could not be established by the defendants/appellants.
13. The contention of the defendants/appellants, to the extent that mere raising a construction on the property by the defendants confers an indefeasible right on the defendants, cannot be accepted in the absence of any specific case being made out and/or agreement being produced before the trial court or the First Appellate Court in that regard, more so since the provisions of the Easement Act are not applicable in the State of West Bengal.
14. Merely by raising of construction on a licensed property by the licensee, the latter does not acquire any indefeasible right within the contemplation of law.
15. In fact, by pleading that the plaintiff had agreed to execute a sale deed in favour of the defendants in respect of the property, in an indirect manner, permissive occupation of the defendants has been admitted. Such case is mutually contradictory with the appellants' defence of adverse possession.

16. The learned First Appellate Court affirmed such findings of the trial court. There is no reason before this court to interfere with such concurrent findings of fact in second appeal.
17. Thus, apart from no arguable case having been made out in the second appeal, the issues argued merely fall within the domain of appreciation of evidence on facts and does not give rise to any question of law, let alone any substantial question of law.
18. Accordingly, we do not find any merit in the present second appeal.
19. Thus, SAT 486 of 2018 is dismissed under Order XLI Rule 11 of the Code of Civil Procedure.
20. There will be no order as to costs.
21. 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.)