

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVISION No.9 of 2024

Manoj Kumar, S/o Late Gulab Chand Prasad, resident of Manoj Kumar, S/o. Late Gulab Chand Prasad, resident of J. Alankar Jewellers, Mauna Chowk, P.O. and P.S. Chhapra Town, Chhapra, District Saran, Pincode- 841301, Bihar.

... .. Petitioner/s

Versus

1. Kuldeep Gupta @ Vishal Gupta, son of Suresh Prasad, resident of Mohalla Mauna Phatak, P.O. and P.S. Chhapra Town, District Saran, Bihar.
2. Naveet Gupta, son of Suresh Prasad, resident of Mohalla Mauna Phatak, P.O. and P.S. Chhapra Town, District Saran, Bihar.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Rajesh Kumar Singh, Sr. Advocate Mr. Dhananjaya Kumar Tiwari, Advocate Mr. Ambrish Kumar, Advocate Mr. Rajeev Saxena, Advocate Mr. Mukul Kumar, Advocate
For the Respondent/s	:	Mr. Jitendra Prasad Singh, Sr. Advocate Mr. Abhishek, Advocate Mrs. Sripriya Singh, Advocate Mr. Rajeev Kumar, Advocate

CORAM: HONOURABLE MR. JUSTICE KHATIM REZA
CAV JUDGMENT

Date : 11-03-2026

Heard Mr. Rajesh Kumar Singh, learned senior counsel assisted by Mr. Dhananjay Kumar Tiwari, learned counsel for the petitioner and Mr. Jitendra Prasad Singh, learned senior counsel assisted by Mr. Abhishek, learned counsel for the opposite parties.

2. This Civil Revision application has been filed under Section 14(8) of the Bihar Building (Lease, Rent and Eviction) Control Act, 1982 (hereinafter referred to as BBC Act) against the judgment and decree dated 01.12.2023 passed by learned Sub Judge-II, Saran at Chapra, in Eviction Suit No. 11 of 2012 by



which the suit was decreed upon finding that relationship of landlord and tenant between the plaintiffs and defendant exists and that the plaintiffs have been able to prove the ground of personal necessity as pleaded.

3. The case of the plaintiffs, in brief, is that the defendant-petitioner who was a tenant in the disputed premises having a small area of 1 dhur 12 dhurkis with a dimension of 9 ft 6 inch in width and 11 ft 6 inches in depth (in length) having a total area of 109.25 Sq. ft. at a rental of Rs. 800/- per month. The original owner was in dire need of money and as such, he sold the suit property to the plaintiffs through registered sale deed dated 17.10.2011 within the knowledge of defendant and the defendant-petitioner promised to vacate the shop immediately, however, he paid rent to the plaintiffs for the month of October and November, 2011. Thereafter, he failed to pay the rent and claimed the property on the basis of forged Mahadanama (Agreement to sell) for which Title Suit No. 51 of 2012 was filed by the defendant-petitioner for Specific Performance of Contract with false and fabricated averments. The plaintiffs-opposite parties have purchased the shop, in question, for personal necessity as their father was in need of the money for starting business of jewellery and as such plaintiffs filed the suit only on the ground of personal necessity.



4. On summon, the defendant appeared and filed his written statement. Apart from ornamental objection, the defendant denied the relationship of landlord and tenant between the plaintiffs and defendant. It is further pleaded that the father of the petitioner namely, Gulabchand Prasad was inducted as tenant in the disputed property on rent by its owner namely, Md. Salauddin in the year 1972 and he opened a shop in it. It is further contended that Md. Salauddin was in urgent need of money and he approached the defendant-petitioner for selling the disputed property to the petitioner and as the petitioner was in need of suit property, hence, he agreed to purchase the same from Md. Salauddin for the consideration amount of Rs. 4,25,000/-. The defendant-petitioner had made the payment of Rs. 3,50,000/- out of the agreed consideration amount on 01.09.2011 to Md. Salauddin and the rest amount i.e. a sum of Rs. 75,000/- was promised to be paid within one month for which Md. Salauddin agreed and executed *Ekrarnama* dated 01.09.2011 in presence of the witnesses and handed over the original documents to the petitioner. It was also agreed that after receiving the rest Rs. 75,000/- Md. Salauddin will execute the sale deed of the disputed property in favour of defendant-petitioner failing which the petitioner will have the right to deposit Rs. 75,000/- in Court and



get the sale deed executed in favour of defendant-petitioner through the process of Court. Thereafter, the petitioner approached Md. Salauddin to tender the rest amount i.e. Rs. 75,000/- several times but Md. Salauddin avoided to accept it on one pretext or the other. Subsequently, the petitioner heard rumour that Md. Salauddin had executed the sale deed in respect of the suit property in favour of plaintiffs-opposite parties despite subsistence of Agreement to Sell dated 01.09.2011. After obtaining certified copy of the sale deed dated 17.10.2011, the defendant-petitioner filed Title Suit No. 51 of 2012 for Specific Performance of Contract in the court of 1st Sub Judge, Saran at Chapra along with relief for setting aside sale deed dated 17.10.2011. The plaintiffs appeared and filed their written statement on 10.04.2012. Soon thereafter, the plaintiffs-opposite parties filed Eviction Suit No. 11 of 2012 before the Court of 1st Munsif at Chapra (Saran) against the defendant-petitioner as a counter blast to the earlier instituted Title Suit No. 51 of 2012. The defendant further pleaded that father of the defendant was inducted as a tenant of Syed Md. Sharfuddin (father of Md. Salauddin) at the monthly rental of Rs. 30/- in the year 1972. After the death of father of the defendant in the year 2009, the defendant continued as a tenant and rent was paid from 2009 to 2012 at the rate of Rs. 330/- per month, total



amounting to Rs. 15,840/- was deposited in the account of Md. Salauddin on 27.10.2011. The plaintiffs wrongly stated that the rent was Rs. 880/- per month. It is further contended that rent was only due with regard to month of January, 2013 at the rate of Rs. 330/- of the owner of the premises namely, Md. Salauddin. The personal necessity of plaintiffs is denied and the defendants further denied the relationship of landlord and tenant between the plaintiffs and defendant. Plaintiffs are not entitled to any relief against the defendant.

5. The plaintiffs in support of their claim on the basis of issues framed by the trial court adduced altogether six witnesses and got exhibited four documents.

6. On the other hand, the defendant-petitioner examined five witnesses but did not file any documentary evidence during trial.

7. The learned trial court after considering the materials brought on record and upon hearing the parties decreed the suit and ordered the defendant to vacate the premises within 30 days and give the possession of the same to the plaintiffs failing which the defendant will be evicted from the suit premises through the process of court. Learned trial court has held that the plaintiffs are purchasers from the original owner namely, Md. Salauddin on



17.10.2011 through registered sale deed (Ext. 2). After purchase of the said premises, the name of the plaintiffs were recorded and holding tax were being paid by the plaintiffs (Ext. A & A/1). Both the plaintiffs have license for doing business of gold and silver and the suit premises is suitable for the jewellery business. Both the plaintiffs are sitting idle.

8. On the other hand, the defendant though filed his written statement but did not produce himself in dock for examination. After considering the oral and documentary evidences, it has been held that the plaintiffs purchased the suit premises from Md. Salauddin, who was the previous landlord of the defendant. Hence, the relationship of landlord and tenant has been proved by the plaintiffs and the plaintiffs have successfully proved their case. The plaintiffs have also proved their case on the point of bonafide requirement/necessity. The learned trial court held that the plaintiffs have bonafide personal requirement of the suit premises and the plaintiffs are entitled to get the defendant evicted from the suit premises.

9. Aggrieved by the said judgment and decree dated 01.12.2023 passed by the learned Sub Judge-II, Saran at Chapra in Eviction Suit No. 11 of 2012, the defendant has assailed the judgment and decree in the present Civil Revision application.



10. Learned counsel for the petitioner submitted that the trial court has not properly considered the evidence of the parties and therefore, the findings are vitiated. It is further submitted that the learned trial court failed to consider that the original owner namely, Md. Salauddin executed a *Ekrarnama* with regard to the suit premises on 01.09.2011 after receiving the advance money of Rs. 3,50,000/- and remaining Rs. 75,000/- was to be paid within one month for which Md. Salauddin agreed and executed *Ekrarnama* dated 01.09.2011 in presence of the witnesses. The plaintiffs purchased the land from original owner, Md. Salauddin despite having full knowledge about the Agreement to Sell dated 01.09.2011. After obtaining certified copy of sale deed dated 17.10.2011 executed by Md. Salauddin in favour of plaintiffs, the petitioner filed Title Suit No. 51 of 2012 seeking a decree for Specific Performance of Contract and also for setting aside the sale deed dated 17.10.2011. It is not in dispute that the petitioner was tenant of original land owner, who executed Agreement to Sell with regard to the suit property on 01.09.2011. The relationship of landlord and tenant has come to an end with execution of said Agreement to Sell. Learned counsel for the petitioner further submitted that once there is an Agreement to Sell between the landlord and tenant, the old relationship comes to an end. Even



after cancellation of such Agreement to Sell, the status of tenant is not restored and as such in other words, on the date of execution of aforesaid Agreement to Sell their status as that of landlord and tenant changed into a new status as that of a purchaser and a seller. During the subsistence of the Agreement to Sell dated 01.09.2011, Md. Salauddin sold the property to the plaintiffs on 17.10.2011. Neither notice was issued to the defendant-petitioner nor the advance money was refunded by the original owner to the petitioner. Reliance has been placed in the case of **K.S. Manjunath v. Moorasavirappa** reported in **2025 SCC Online SC 2378** wherein *it has been held that original vendees had performed their part of contract to the extent required, and had consistently been ready and willing to perform their remaining obligations under the ATS*. It is further submitted that the two suits relating to the same property; one for eviction and other for Specific Performance of Contract should be tried together to avoid conflicting decisions as the core issue in both the suits are interwind. It is submitted that Court can pass an order to decide both the suits analogously ensuring the justice and efficacious resolution and the title suit of the petitioner is pending for final adjudication. The Eviction Suit No. 11 of 2012 should be remitted to the lower court to hear the same along with the suit for Specific



performance of Contract i.e., Suit No. 51 of 2012 to avoid the conflicting judgment.

11. On the other hand, Mr. Jitendra Prasad Singh, learned senior counsel for the plaintiffs-opposite parties submitted that the eviction suit was filed by the opposite parties for eviction on the ground of personal necessity and not claiming the arrears of rent in the present suit, although it was due which shows the urgent and bonafide requirement of the plaintiffs but the premises was locked by the defendant-petitioner for about 14 years. Learned senior counsel further submitted that it is a well settled law that a suit filed under Section 11(1)(C) of the BBC Act has to be adjudicated and decided without any further delay in a summary proceeding by adopting the special procedure prescribed under Section 14 of the BBC Act, which has been done in the present case. Per contra, from cross-examination of D.W. 4 namely, Mithu Kumar Soni, it appears that in cross-examination, in paragraph 9, he has stated that defendant-petitioner works at his another shop situated at Mauna Chowk.

12. Before filing of eviction suit, defendant-petitioner had closed the shop and had started the business in another shop situated at Mohalla- Mauna Chowk which is still operating since 2012. It is further submitted that after appearance in the eviction



suit, the defendant started every gimmick to delay the disposal of the suit. He filed a petition for stay of proceeding of Title Suit No. 51 of 2012, which was rejected all along then he prayed for analogous hearing of both the suits which was denied by the court upto this Court. Thereafter, the defendant applied for transfer of suit to another court which also took some time and in this way, he wasted seven valuable years. Ultimately, the plaintiffs' evidence started in the year 2019 and concluded. Thereafter, the defendant-petitioner delayed the matter by not examining his witnesses and taking unnecessary adjournments.

13. On the other hand, the plaintiffs are sitting idle because the only shop purchased by them is not being vacated by the defendant-petitioner, who is fighting frivolous litigation. It is worth while to mention that the defendant has not paid a single pie towards rent since December, 2011, which is due to him. The findings with regard to the ownership and relationship as well as bonafide requirement of the plaintiffs have been proved by the plaintiffs and the learned trial court has rightly decreed the suit in favour of the plaintiffs-opposite parties.

14. From the materials available on record, it is apparent that vide registered sale deed dated 17.10.2011 executed by Md. Salauddin, the suit property was sold to the plaintiffs. It is



admitted case of the parties that the premises, in question, originally belonged to Md. Salauddin. The said sale deed has remained valid till now. Hence, the plaintiffs-opposite parties are owner/landlord of the suit premises. This Court is relying upon a decision of Apex Court in case of **M. M. Quasim Vs. Manohar Lal Sharma and others** reported in **AIR 1981 SC 1113** in which it has been held that *the person in whose favour the subject property was registered/allotted would be deemed to be the landlord for the purpose of conducting eviction proceeding.*

15. So far question of relationship of landlord and tenant between the parties is concerned, it is admitted case of the defendant-petitioner that he was tenant of Md. Salauddin, who transferred the suit property to the plaintiffs. The transfer took place with all incidents of right, title and interest of the lessor and the transferee is entitled to sue the existing tenant on the ground of personal necessity even if the tenant has not attorned the tenancy under him. This view has been taken in the case of **Dinesh Kumar Purbey Vs. Mahesh Kumar Poddar** reported in **(1991) 1 PLJR 650**. In the case of **Kalawati Tripathi & Ors. Vs. Damayanti Devi & Ors.** reported in **(1992) 2 PLJR 214**, the Division Bench of this Court has held that the attornment by tenant is not essential to give validity to the transfer made in favour of the transferee and,



in that view of the matter, the title of the assignee is complete. The assignor goes out, divested of his title and ceases to be the landlord; comes in the assignee vested with his assignor's title, the title of the landlord. So, the assignee is the landlord.

16. So far the question of partial eviction is concerned, it is quite apparent that the plaintiffs have pleaded that they had bonafide personal requirements of the suit premises, but the defendant nowhere pleaded that the requirement of the plaintiffs would be satisfied by partial eviction. Although it is settled law that once personal necessity is proved, the onus shifts on the tenant to satisfy that partial eviction would satisfy the personal necessity of the plaintiffs. Reference in this regard may be made to the decision of this Court in the case of **Food Corporation of India and Others Vs. Vishun Properties and Enterprises & Ors.** reported in **1995 BBCJ 711** as well as in the case of **M/s Bata India Ltd. v. Dr. Md. Qamruzzama** reported in **(1993) 1 PLJR 87 (D.B.)** and also in the case of **Hira Lal Das v. Loknath Newatia** reported in **(2014) 4 PLJR 476**. The learned trial court has held that the plaintiffs have proved their personal necessity. This plea of the plaintiffs have not been contested by the defendant-petitioner before the trial court. The question of partial eviction has not been raised by the defendant. Reference in this



regard may be made to a decision of the Hon'ble Apex Court in the case of **Anamika Roy v. Jatindra Chowrasiya & Ors.** reported in **(2013) 6 SCC 270**. The Hon'ble Supreme Court in the aforementioned decision has held that :-

"Defendant neither before the appellate court nor before the trial court or in the High Court has asserted that a portion of the premises will satisfy the requirement of the plaintiffs/appellants".

17. In the present case, the suit premises is admeasuring 9ft 6 inch x 11 ft 6 inch (total area 109.25 sq ft.)

18. The evidence adduced by the plaintiffs came to a clear finding and the court below has rightly held that the plaintiffs are entitled to bring the suit for personal necessity and it is in good faith. As such, the plaintiffs require the suit premises for thier business and this fact has not been denied by the defendant. In the such circumstances, the findings of the learned court below that the plaintiffs have bonafide personal requirements of the suit premises appears to be legal and proper.

19. In view of the judgment of the Apex Court in the case of **Kasthuri Radhakrishnan Vs. M. Chinnian** reported in **(2016) 3 SCC 296**, the revisional jurisdiction under the Rent Control Acts is circumscribed by limitation and the revisional



court is only to see whether order for eviction is according to law or not. Their Lordships have observed as follows:-

“..... So far as the issue pertaining to exercise of revisional jurisdiction of the High Court while hearing revision petition arising out of eviction matter is concerned, it remains no more res integra and stands settled by the Constitution Bench of this Court in Hindustan Petroleum Corpn. Ltd. v. Dilbahar Singh [Hindustan Petroleum Corpn. Ltd. v. Dilbahar Singh, (2014) 9 SCC 78: (2014) 4 SCC (Civ) 723]. R.M. Lodha, C.J., the learned Chief Justice speaking for the Bench held in para 43 thus: (SCC pp. 101-102)

“43. We hold, as we must, that none of the above Rent Control Acts entitles the High Court to interfere with the findings of fact recorded by the first appellate court/first appellate authority because on reappraisal of the evidence, its view is different from the court/authority below. The consideration or 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 has been arrived at without perverse 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 as to 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 reappreciate or reassess 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."

20. In view of the aforesaid analysis, this Court does not find that the learned court below has committed any error of jurisdiction and illegality in passing the impugned judgment. This Court is also not persuaded to hold that the judgment and order passed by the Court below for eviction is not in accordance with law.

21. The revision application is, accordingly, dismissed.

22. The stay of further proceedings of Execution Case No. 14 of 2024 pending in the court of Sub Judge-II, Saran at Chapra granted vide order dated 02.07.2024 is hereby vacated.



23. Pending Interlocutory Application(s), if any, shall stand disposed of.

(Khatim Reza, J)

Sankalp/-

AFR/NAFR	AFR
CAV DATE	21.11.2025
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