

केस का सं० और तारिख	आदेश ओर पदाधिकारी का हस्ताक्षर	आदेश पर की गई कार्रवा के बारे मे टिप्पणी, तारिख के साथ 3
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16.12.2020

Rajni Kant Kumar Sinha Son of Sri Surendra Prasad  
R/o C/o Krishnadeo Prasad, Aryapuri Road No.-3  
P.S. Sukhdeonagar, District Ranchi ..... Appellant

-Versus-

Subhash Kumar Son of Late Rajendra Sahu  
R/o Mahabir Chowk, Upper Bazar,  
P.S. Kotwali, District Ranchi ..... Respondent

ORDER

Present appeal U/s 36 of the Jharkhand Building (Lease, Rent and Eviction) Control Act, 2011 has been preferred against the interim order dated 27.09.2019 passed by the Learned Rent Controller - Cum - Sub-Divisional Officer, Sadar, Ranchi in JBC Case No.-63/2018, wherein and whereunder, in a proceeding for eviction of the present appellant from the premises being Shop No.-1 standing over portion of MS Plot No.-754 situated at Kutchery Road, Rajendra Complex upon an application U/s 19 (1) (a), 19 (1) (e) and 19 (1) (d) of the JBC Act filed by the present respondent, the learned courts below vide impugned order passed U/s 27 of the JBC Act, 2011 has directed the present appellant to deposit the due rent of the premises in question amounting to Rs.2,10,000/- within the next two subsequents date fixed in the aforesaid case and thereafter pay the monthly rent regularly till the final decision of the aforesaid case.

Heard both the parties. According to the learned Advocate appearing on behalf of the appellant, the present respondent has alleged that the appellant was inducted by respondent's father as a fixed term lessee with respect to the suit premises on the basis of registered lease agreement dated 08.09.2005 registered on 09.09.2005 for fixed period commencing from 01.09.2005 and ending on 31.08.2009 on the rent of Rs. 4000/- only per month and after expiry of the period of lease on 31.08.2009, both the parties went on renewing the lease agreement for further 11 month and the last one was renewed and executed on 08.08.2015 for further term of 11 month commencing from 01.08.2017



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and expiry on 31.07.2018 on a rent of Rs. 15000/- only per month. It was also alleged that according to clause 9 of the written agreement the appellants have to pay electric charges along with meter rent and the receipt was to be handed over to the lessor per month but the lessee failed to abide by this condition by not making electric charges since November 2017 and a legal notice was served to the appellants on 03.08.2018 directing him to vacate the tenanted premises as the appellants failed to abide by the condition by not paying monthly rent of Rs. 15000/- for the last four consecutive month making him defaulter in payment of rent. The respondent further alleged that the appellants tendered the rent of four months on 14.08.2018 by way of two cheques of Rs. 30,000/- which were duly encashed by the respondent and the appellants also made cash payment of unpaid electric charges up to 08.08.2018 amounting to Rs. 11540/- on 14.08.2018 and the present appellants by not making payment of electric charges from November 2017 to July 2018 and monthly rent from April 2018 to July 2018, which was lastly paid by him in the month of August 2018 the respondent filed the above case no. 63 of 2018 against the appellants for his eviction from the suit premises .

The entire aforesaid claim of the respondent is absolutely false, concocted and baseless in view of the fact that, the respondent is in possession of the premises in question in part performance of agreement for sale executed by the father of the appellants and so default in payment of rent does not arise. The claim of the respondent regarding payment of rent vide cheques of Rs. 30,000/- each drawn on State Bank of India and payment of electricity bill amounting to Rs.11,540/- is false, in view of the fact that the appellants paid the said amount as further advances for purchase of the suit premises and the respondent by suppressing the real fact has obtained the impugned order.

Having heard the appellants and on perusal of material available on record, I find that, it is admitted fact that the notice for vacating the shop premises was served to the appellants on 03.08.2018 and soon thereafter appellants made payment to the respondent through cheques on 14.08.2018 and 20.08.2018, which prima-facie goes to suggest that the appellants had paid due rent and not advance for purchasing the suit premises and instead of paying rent to the respondent, the appellants has



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chosen dilatory tactic by filing appeal against the impugned interim order passed by the Learned Rent Controller directing him to pay the due as well as current rent. Hence I find that the instant appeal is not maintainable and so the same dismissed and the interim order dated 27.09.2019 is hereby upheld. The appellant is directed strictly comply the order of the Learned Rent Controller directing to pay the due as well as current monthly rent with respect of premises in question to the respondent.

Communicate this order to the Rent Controller – Cum – Sub-Divisional Officer, Sadar for information and needful.

Dictated and corrected by me



Deputy Commissioner  
Ranchi

Deputy Commissioner  
Ranchi

