

HIGH COURT OF MEGHALAYA
AT SHILLONG

CRP No. 18 of 2017

Date of Decision: 23.04.2021

Shri Ashok Sharma & Anr. Vs. Shri Ramesh Kumar Jhunjhunwala

Coram:

Hon'ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

For the Petitioner(s) : Mr. K. Paul, Sr. Adv.

For the Respondent(s) : Mr. A.S. Siddiqui, Adv. with
Mr. S. Pandit, Adv.

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| i) | Whether approved for reporting in Law journals etc.: | Yes |
| ii) | Whether approved for publication in press: | No |

JUDGMENT AND ORDER

1. This application under Section 115 of the Code of Civil Procedure read with Article 227 of the Constitution of India has been preferred by the petitioner (herein referred as the defendant) being aggrieved with the impugned judgment and order dated 04.07.2017 passed by the learned District Judge, East Khasi Hills, Shillong in Title Civil Appeal No. 1 (H) 2014 dismissing the appeal and upholding the judgment and decree dated 30.05.2014 passed in T.S. No. 10 (H) of 2008 by the Assistant District Judge wherein, a decree of eviction had been passed against the defendant, to quit and vacate the suit premises.

2. The brief facts are that the respondent (hereinafter referred to as the plaintiff) had filed a suit for ejectment against the petitioner (hereinafter referred to as the defendant) in respect of the suit premises situated at Police Bazar Shillong where the defendant is a tenant carrying on a business of wool and woolen garments in the name M/s Sharma. The tenancy was created by (Late) Bhagwan Das Jhunjhunwala, the father of the plaintiff vide an agreement dated 21.08.1973. It appears that by a family agreement dated 04.01.2007 the suit premises fell into the share of the plaintiff and on the ground of bona fide requirement, the plaintiff had sought for a decree of eviction and for handing over of vacant possession by way of the Title Suit T.S. No. 10 (H) of 2008.

3. The trial Court framed 8(eight) issues for determining the case of which issue No. 3 dealt with the question of bona fide requirement. The plaintiff examined 4(four) witnesses (PW-1 to PW-4) and the defendant examined himself as DW 1. By judgment and order dated 30.05.2014, the learned trial Court decreed the suit in favour of the plaintiff with an affirmative finding on the issue of bona fide requirement. Being aggrieved thereby the defendant then preferred an appeal being Title Civil Appeal No. 1 (H) 2014 before the Court of the learned District Judge who by order dated 04.07.2017 dismissed the appeal and upheld the judgment and order of the trial Court.

4. Mr. K. Paul, learned Senior counsel for the defendant/petitioner in his submissions has firstly strongly contended that there was an inordinate delay in passing the impugned order dated 04.07.2017 which was in violation of the stipulation as contained in

Order 20 Rule 1 of the CPC, inasmuch as, the appeal had been heard on 02.12.2016 and judgment was rendered only on 04.07.2017 which was a delay of 7(seven) months and that the lower Appellate Court in passing the judgment had completely lost track of the arguments advanced. Learned counsel submits that the lower Appellate Court had based its judgment on conjectures and surmises by coming to a finding which was not based on the evidence on record, such as, by recording that 'there is no dispute of ownership' when he contends is erroneous, as the same was arrived at by placing reliance on the family arrangement dated 04.01.2007, which was never produced nor exhibited by the plaintiff. Further, learned counsel submits that by not annexing or producing the deed of family arrangement which forms the foundation of the claim for ejection of the defendant, Section 101 of the Evidence Act has not been complied with, inasmuch as, it enjoins that whosoever desires any Court to give judgment as to any legal right or law which is dependent on the existence of the facts which he asserts, must prove that those facts exist.

5. Learned counsel further submits that the lower Appellate Court has erred in relying on the evidence tendered by PW-3 and PW-4 in spite of the admission of PW-3 that he has been tutored by the plaintiff; and also of PW-4 who is clearly an interested witness being the employee of the plaintiff. He also submits that no notice of eviction was ever served upon the tenants as contemplated under Section 106 of the Transfer of Property Act and further the lower Appellate Court has not appreciated the points of determination nor has it passed a reasoned order as stipulated by Order 41 Rule 31 of the CPC.

6. Learned counsel in support of his submissions on the point of a reasoned speaking order and on delay on pronouncement of judgment, has relied upon the cases of ***Director Horticulture Punjab & Ors. vs. Jagjivan Parshad*** reported in ***(2008) 5 SCC 539*** and ***Anil Rai & Anr. vs. State of Bihar*** reported in ***AIR 2001 SC 3173***. On the point of burden of proof and its onus, as also Section 101 of the Evidence Act, reliance has been placed on ***Corporation of City of Bangalore vs. Zulekha Bi & Ors.*** reported in ***(2008) 11 SCC 306*** and ***Rangammal vs. Kappuswami & Anr.*** reported in ***AIR 2011 SC 2344***, and on the responsibility of the first Appellate Court as per Order 41 Rule 31 CPC has relied upon ***U. Manjunath Rao vs. U. Chandrashekar & Anr.*** reported in ***(2017) 15 SCC 309***.

7. Mr. A.S. Siddiqui, learned counsel for the respondent/plaintiff in reply to the submissions of the counsel for the petitioner submits that the fact that the plaintiff is the landlord and owner of the suit property was never disputed by the defendant and in fact in the instant revision petition itself at Page-6, it has been stated that the defendant is a tenant under the plaintiff. Similarly, the learned counsel submits that in the written statement itself, the defendant has made averments that the plaintiff is the owner of several shop premises at Police Bazar and that the defendant is only one of the several tenants in the ground floor. In this context, learned counsel has taken this Court to Paras 7, 11 & 16 of the written statement and also to the deposition of the defendant before the trial Court, to substantiate the fact that the plaintiff was the landlord and the absolute owner of the suit premises, which was never disputed by the defendant, and who is now seeking to

make a case of the title of the plaintiff, on failing before both the Courts below.

8. Learned counsel further submits that the finding of the first Appellate Court on the status of the plaintiff as landlord and that the family arrangement was not a subject matter in the case, is a correct finding as even in the memorandum of appeal itself, the defendant had referred to the plaintiff herein as the owner. On the finding on bona fide requirement which was answered in favour of the plaintiff, learned counsel submits that the plaintiff has established his case by his deposition which was also corroborated by the other witnesses, and had stood unshaken in the cross-examination. Learned counsel has referred to the deposition of the plaintiff as well as two other witnesses, to show that the plaintiff required the suit premises as he was running his business from rented premises in the name and style of B.R. Furnishing & Textiles and needed to shift to the suit premises for the said business. Moreover, he submits, the defendant himself in his cross-examination has deposed that he is also engaged in another business apart from owning a building in Thana Road, Police Bazar which has been given up on rent and that the business in the suit premises is not his only source of livelihood. Learned counsel refers to the judgments in the cases of *Sait Nagjee Purushotham & Co. Ltd. vs. Vimalabai Prabhulal & Ors.* reported in (2005) 8 SCC 252, *Rishi Kumar Govil vs. Maqsoodan & Ors.* reported in (2007) 4 SCC 456 and *Mohd. Ayub & Anr. vs. Mukesh Chand* reported in (2012) 2 SCC 155 to underline this point with regard to bona fide requirement.

9. Learned counsel submits that though much has been made about the title of the plaintiff over the suit property and whether the same can be determined without the said family arrangement being produced as evidence during the trial, the very fact that admissions have been made by the defendant consistently in the plaint and appeal apart from the fact that the rent was paid to the plaintiff, is enough to settle the issue in favour of the plaintiff. Learned counsel to buttress his arguments has also relied upon Section 116 of the Indian Evidence Act and submits that by application of law, the defendant/tenant is estopped and is not permitted to deny title to such property by the landlord. In conclusion, learned counsel submits that a delay in pronouncing the judgment will in no way disable the appellate judgment or upset the concurrent findings that have been arrived at by both the Courts below. Learned counsel submits that no grounds have been made out for setting aside the impugned judgment and that the revision application is liable to be dismissed.

10. I have heard learned counsel for the parties and have gone through the records. It is not in dispute that the defendant had been carrying on a business of wool & woolen garments in the name and style of M/s Sharma and that the tenancy was created by the father of the plaintiff vide agreement dated 21.08.1973 for a period of 8(eight) years which was renewed from time to time. The plaintiff on the ground of bona fide requirement and also that the defendant had violated the terms and conditions of the tenancy agreement, had instituted Title Suit No. 10 (H) 2008 against the defendant who upon receipt of notice contested the suit and filed written statement raising

various objections, such as the existence of any family agreement as also on cause of action.

11. The learned Trial Court then framed as many as 8(eight) issues of which issue No. 2 and 3 respectively dealt with whether there was a cause of action and whether the plaintiff was in bona fide requirement of the suit premises. The trial Court by judgment and order dated 30.05.2014, after the parties adduced evidence and were heard extensively, allowed the prayer of the plaintiff and passed a decree for eviction. Thereafter, an appeal being Title Civil Appeal No. 1 (H) 2014 was filed before the Court of the District Judge, East Khasi Hills, Shillong, who then by order dated 04.07.2017 dismissed the appeal and upheld the judgment and order dated 30.05.2014.

12. The defendant's primary grounds for assailing the appellate order before this Court centres around the two issues of bona fide requirement and cause of action but a ground has also taken that the judgment has been passed after a long delay of around 7(seven) months which is in violation of Order 20 Rule 1 CPC and further that the same is not a reasoned order.

13. At this juncture before considering the other grounds of challenge which are based on facts and evidence, it would be apposite to first deal with the question as to whether there was an inordinate delay in the delivery of the judgment which would render it liable to be adjudged invalid. The ground as stated by the defendant is that the hearing was concluded on 02.12.2016 and the impugned judgment and order was passed on 04.07.2017 i.e. after a period of over 7(seven) months which would render the judgment bad and liable to be set aside.

I have gone through the records of the lower Appellate Court, especially the order sheet to determine whether such delay had been caused. Firstly, it is noted that on 02.12.2016, the lower Appellate Court had recorded as follows: -

“02.12.2016 Record put up. Appellant is represented by Shri. K. Paul. Respondent is represented by Shri. S. Pandit. Heard at length argument of the Ld. Counsels for the parties. Fix 21.12.16 for necessary order.

**Sd/-
District Judge
Shillong”**

Thereafter on 21.12.2016, copies of decisions were directed to be supplied which were supplied it seems, on the next date fixed just before the winter vacations on 23.12.2016. Thereafter, records were put up 13.02.2017 and re-fixed on 07.03.2017 as the Presiding Officer was not in station as he was attending a training course at the LNJN National Institute of Technology and Forensic Science, Delhi. Thereafter, it appears that on 08.03.2017, as the Presiding Officer was holding dual charge of West Jaintia Hills District, he could not take up the matter. On the next date the Presiding Officer was on leave and the matter was put up on 17.04.2017 and after two subsequent dates on 21.04.2017 and 24.04.2017, by order dated 01.05.2017 which is reproduced herein below, the appeal was posted for judgment.

“01.05.2017 Record put up. Both parties are present. Case posted for Judgment. Fix 08.05.2017 for judgment.

**Sd/-
District Judge
Shillong”**

The appeal in the presence of both the parties, it is seen was fixed on 08.05.2017 for passing of judgment, which however finally came to be pronounced on 04.07.2017.

14. At this stage it would be relevant to refer to Order 20 Rule 1, which after its amendment now reads as follows: -

“1. Judgment when pronounced- [(1) The Court, after the case has been heard, shall pronounce judgment in an open Court, either at once, or as soon thereafter as may be practicable and when the judgment is to be pronounced on some future day, the Court shall fix a day for that purpose, of which due notice shall be given to the parties or their pleaders:

Provided that where the judgment is not pronounced at once, every endeavour shall be made by the Court to pronounce the judgment within thirty days from the date on which the hearing of the case was concluded but, where it is not practicable so to do on the ground of the exceptional and extraordinary circumstances of the case, the Court shall fix a future day for the pronouncement of the judgment, and such day shall not ordinarily be a day beyond sixty days from the date on which the hearing of the case was concluded, and due notice of the day so fixed shall be given to the parties or their pleaders.]”

The amendment as brought about enjoins that an endeavour shall be made to pronounce the judgment within 30(thirty) days as opposed to 15(fifteen) days before the amendment and that the same shall not ordinarily be a day beyond 60(sixty) days as opposed to 30(thirty) days before the amendment. The second proviso requiring the reasons be recorded for the delay in pronouncing judgment however, by the amendment no longer exists.

15. In the instant case as observed above, the order sheet reflects that arguments were advanced on 02.12.2016, but it does not reflect or record that the hearing was concluded on that date itself, nor was a date of judgment fixed, but only that it was to be posted on

21.12.2016 for necessary orders. On the subsequent date i.e. on 21.12.2016 when the records were put up, an order was passed for supply of copies of decisions as the copies supplied were not legible. Thereafter, it seems on 23.12.2016, the said decisions were supplied as directed. It appears that after 13.02.2017 when the records were put up, due to the pre-occupation of the Presiding Officer who was also holding dual charge of another Judgeship namely; West Jaintia Hills and also who had to undergo training, the matter was not taken up and it was only on 01.05.2017 after a few dates, that the matter was fixed on 08.05.2017, in the presence of both the parties for pronouncement of judgment, which however came to be pronounced on 04.07.2017. What can be discerned from the order sheet is that though undoubtedly, a certain period of time elapsed before the final pronouncement of the judgment, the effective date from when the date of conclusion of the proceedings can be said to be reckoned from, cannot be said to be definite, as it is only in the order dated 01.05.2017 that it is clearly recorded that the matter was fixed for pronouncement of judgment on 08.05.2017. Reasons for delay though not spelt out, justifications for the said delay or reasons thereof necessarily will have to be arrived at or determined from the records. It is also noted that the plaintiff had approached this Court praying for disposal of the appeal by way of a Miscellaneous Case being MC(CRP) 3/2017, and this Court by order dated 12.06.2017 had directed that the Appeal be disposed of within 15(fifteen) days of receipt of the order.

16. The record of proceedings not showing a definite date from when the matter was fixed for judgment until the order dated

01.05.2017, it cannot be conclusively said that the Presiding Officer kept the matter in cold storage, or thereafter disregarded the orders of this Court, if it is taken that the date posted for judgment of the case was on 08.05.2017, which was however pronounced on 04.07.2017. In the opinion of this Court, this will not amount to an inordinate delay to render the impugned judgment '**non est**' in law. The provisions as contained in Order 20 Rule 1, therefore in the circumstances of the instant case also cannot be said to have been violated, moreover when the phrase '**shall not ordinarily**' as it appears in the provision, connotes that the stipulation is directory and not mandatory in nature.

17. In view of the position as placed above, to set aside and remand the matter for re-hearing will not serve the cause of justice and as such the objections raised by the defendant on the question of delay of pronouncement of judgement is disregarded.

18. On coming to the other grounds of challenge that the findings were not based on evidence on record especially on a point of dispute as to ownership of the suit premises as the said family arrangement dated 01.04.2007 was not produced, an examination of the records especially the written statement and depositions speak otherwise. The defendant in the written statement himself has not disputed that the plaintiff is not the landlord and owner of the suit premises, as the statements in paras 7, 11 and 16 show, the relevant portions of which are extracted below: -

“7. That with regards to the averments made in Para 1 the Defendant states the Plaintiff is the owner of the several shop premises at Police Bazaar and the Defendant is only one of the several tenants in the ground floor and is paying a monthly rent of Rs. 6,100/-

(Rupees six thousand and hundred) only for the tenanted premises.

11. That the Defendant vehemently denied the averments made in Para 5 of the plaint and the Plaintiff is put to the strictest proof thereof. On the contrary the Defendant states that the Plaintiff is the absolute owner of several shop premises situated at Police Bazaar, Shillong and had let out all his shop premises to different tenants on rent and the tenants had been running their business from the shop premises such as "Assam Diary", "Pan Shop", "Archery Counter", "Artificial Jewellery", "M/s Singhanian", "Bardhan's", "Music Instrument Shop", "Shree Durga Store", "M/s Sharma's", Hawkers in front of the Municipal Drains". The Defendant also states that apart from the above mentioned shops the Plaintiff himself is running his business by the name and style "B.R. Furnishing" above Regal Restaurant at Police Bazar, Shillong and also M/s Pride Furnishing, Akram Market, situated at Fancy Bazaar, Guwahati, Assam. Both the shops which are owned and managed by the Plaintiff are located at Prime location and are above 1000 sq. ft. approximately. As such the plea of bonafide requirement, taken by the Plaintiff is malafide and not sustainable in law.

16. That the averment made in Para 10 of the Petition is vehemently denied by the answering Defendant. In this regard the answering Defendant submits that there was a leakage of water inside the shop premises as a result of which the goods and materials kept inside the shop premises was damaged and the answering Defendant has been suffering huge loss and as such the answering Defendant with prior permission, consent and knowledge of the Plaintiff has repaired the same therefore the question of violating the terms and conditions of the Tenancy Agreement does not arise".

19. It is also to be noted that the defendant in his examination-in-chief which is on affidavit has categorically stated in para 2 and 6 as follows: -

"2. That the deponent states that the plaintiff herein is the owner of several shops premises at Police Bazar and the Deponent is only one of the tenant in the ground floor which the Plaintiff had tenanted to his predecessor in interest in the year 1970 and on payment of monthly rent which is at present fixed @ Rs 6100/- (Rupees Six Thousand One Hundred) only per month which the

Deponent has been paying regularly without any default.

6. That the Deponent states that the Plaintiff is the absolute owner of several shops premises situated at Police Bazar, Shillong which has been let out to different tenants on rent and all tenants had been running their business from the shop premises such as “Assam Diary, Pan Shop, Archery counter, artificial jewellery, M/s Singhania, Bardhan’s, Musical instrument shop, Shree Durga store, M/s Sharma’s, Hawkers etc. which generates substantial income for the Plaintiff. Besides the Plaintiff himself is running his business by the name and style of “B.R. Furnishing’s above Regal Restaurant at Police Bazar, Shillong and also Pride Furnishing’s Akram Market situated at Fancy Bazar, Guwahati, Assam. Both the shops are owned and managed by the Plaintiff and are located at prime location and are above 1000 sq. ft. approx. As such plea of bonafide requirement is malafide and not sustainable in law”. [Emphasis supplied]

These statements reflect that the defendant accepted that the plaintiff was the owner and during the subsistence of the tenancy has never disputed the ownership of the plaintiff over the suit premises.

20. It is also observed that the above, has been the consistent stand of the defendant, inasmuch as, this fact is stated in para 3 of the Memo of Appeal before the lower Appellate Court and also in para 3 of the instant revision petition, which effectively negates the contention of the defendant that the non-production of the family arrangement is fatal to the case of the plaintiff in establishing that he is the owner of the suit premises. Coupled with this, is the fact that the defendant paid or tendered to the plaintiff, which is also evidenced by his deposition in cross examination where he states: -

“It is a fact that since 2008 I have not been tendering rent to the plaintiff directly but I have been depositing it in Court”.

Though this deposition was made by the defendant on the question of whether he was a defaulter, it reinforces the fact that the defendant did not dispute that the plaintiff was the owner and landlord of the suit premises.

21. Apart from the findings as recorded above with regard to the question of title, Section 116 of the Indian Evidence Act, 1872, on a point of law comes to the aid of the plaintiff, where in a suit of eviction by the landlord, the tenant is estopped from questioning the title of the landlord. For the sake of convenience Section 116 of the Evidence Act is quoted herein below: -

“116. Estoppel of tenant; and of licensee of person in possession- No tenant of immovable property, or person claiming through such tenant, shall, during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immovable property; and no person who came upon any immovable property by the licence of the person in possession thereof, shall be permitted to deny that such person had a title to such possession at the time when such licence was given.”

In this context, the Hon'ble Supreme Court in series of judgments has dwelt on this principle and it is settled law that Section 116 puts an embargo on the tenant of an immovable property, during continuance of his tenancy to deny the title of his landlord at the beginning of his tenancy, however, defective the title of such landlord could be, as was held in the case of *S. Thangappan vs. P. Padmavathy* reported in (1999) 7 SCC 474. In the case of *Anar Devi (Smt) vs. Nathu Ram* reported in (1994) 4 SCC 250, on this principle at Paras 11, 12 & 13, it was held as follows: -

"11. 'Doctrine of tenant's estoppel' which governs the relationship of landlord and tenant is founded on a contract of tenancy entered into by them, is well settled. Jessel, M.R., who adverted to that doctrine in Stringer's Estate, Shaw v. Jones-Ford' explains it thus:

"Where a man having no title obtains possession of land under a demise by a man in possession who assumes to give him a title as tenant, he cannot deny his landlord's title, as, for instance, if he takes for twenty-one years and he finds that the landlord has only five years' title, he cannot after five years set up against the landlord the Jus tertii, though, of course, the real owner can always recover against him. That is a perfectly intelligible doctrine. He took possession under a contract to pay rent so long as he held possession under the landlord, and to give it up at the end of the term to the landlord, and having taken it in that way he is not allowed to say that the man whose title he admits and under whose title he took possession has not a title. That is a well-established doctrine. That is estoppel by contract."

12. Indeed, the said doctrine of tenant's estoppel, finds statutory recognition in [Section 116](#) of the Indian Evidence Act, 1872, for short 'the [Evidence Act](#)', in that, it states that "no tenant of immovable property, or person claiming through such tenant, shall during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immovable property".

13. This Court in Sri Ram Pasricha v. Jagannath, has also ruled that in a suit for eviction by landlord, the tenant is estopped from questioning the title of the landlord because of [Section 116](#) of the Act. The Judicial Committee in Kumar Krishna Prasad Lal Singha Deo v. Baraboni Coal Concern Ltd., when had occasion to examine the contention based on the words 'at the beginning of the tenancy' in [Section 116](#) of the Evidence Act, pronounced that they do not give a ground for a person already in possession of land becoming tenant of another, to contend that there is no estoppel against his denying his subsequent lessor's title. Ever since, the accepted position is that [Section 116](#) of the Evidence Act applies and estops even a person already in possession as tenant under one landlord from denying the title of his subsequent landlord when once he acknowledges him as his landlord by attornment or conduct. Therefore, a tenant of immovable property under landlord who becomes a tenant under another landlord by accepting him to be the owner who had derived title from the former landlord, cannot be permitted to deny the latter's title,

even when he is sought to be evicted by the latter on a permitted ground.”

22. Therefore, in view of the stated position of law as discussed above, the defendant's challenge to the title of the landlord has little relevance, and cannot be in any manner considered a factor that will defeat the case of the plaintiff.

23. On the question of bona fide requirement, examination of the depositions of the plaintiff, plaintiff's witnesses and also of the defendant establishes beyond doubt that the plaintiff was in bona fide requirement of the suit premises. The fact that the plaintiff is running his business named B.R. Furnishing & Textiles from rented premises is uncontroverted. PW-1, in his examination-in-chief has stated that: -

“I have not been left with any place of carry on my business as all the shops room in the building which are of very small size except the suit premises. Thus I require the suit premises for my personal bonafide requirements for my business purpose as presently I am running my business name and styled “B.R. Furnishing & Textiles” situated at Police Bazar, Shillong, from the premises which I have taken on rent from one Mr. D. Marbaniang and paying monthly rent to him and so also I am running another business in the name and style of “Pride Furnishing” at Guwahati from the premises which is on rent and I intend to shift my business to the suit premises”.

24. PW-2, has also on cross-examination corroborated the fact that the plaintiff had expressed his wish to shift his present business at Police Bazar to the suit premises because he wants to save on rent. PW-3 had also deposed that the plaintiff has not been left with any place to carry on his business as all the shop rooms in the building are very small except for the suit premises and that the plaintiff is running his business named ‘B.R Furnishing & Textiles’ from rented premises and also another business at Guwahati in the name of ‘Pride

Furnishing' which is on rent which he intends to shift to the suit premises.

25. The defendant as DW-1 in his cross-examination has stated as follows: -

“It is a fact that the suit premises is bigger than the other shops mentioned in Para-6.....”

“..... I have one building at Thana Road which is about 4 storied. There are 5 small shops in the ground floor of the building. All the shops are rented out and I am not running any business from the said building. I am engaged in a partnership business with my brother by the name Hotel Greenland at Jail Road, Shillong. It is a fact that my statement in Para-7 of my deposition of examination-in-chief that the suit premises being the only source of livelihood of me and my family is false”

The issue of bona fide requirement of the suit premises by the plaintiff is further fortified by the further deposition in the cross-examination of the defendant who stated as follows:

“It is a fact that the plaintiff has taken on rent a shop above Regal Restaurant for running his business in the name and style M/S B.R. Furnishing but I do not know who the landlord is. It is a fact that my statement in Para 6 of my examination in chief regarding Pride Furnishing at Fancy Bazaar, Guwahati is also on rental basis”.

Considering that the bona fide requirement of the plaintiff being a dire necessity, having been proven and the same being a question of fact, there is no scope whatsoever to interfere with the said concurrent findings by the Courts below.

26. The other contentions and grounds raised by the defendant that there was no appreciation of the points in issue by the lower Appellant Court and that the findings arrived at, were not reasoned, and the evidence not weighed, are of no significance, inasmuch as, on a thorough examination, it is clearly seen that the findings, of the

Courts below, are based on the pleadings, depositions and other materials, which has conclusively proved the case of the plaintiff and as such no interference is called for. The judgments relied upon by the defendant in this backdrop as also the other points raised such as the implications of Section 101 of the Evidence Act and Section 106 of the Transfer of Property Act, therefore are of little assistance to his case and as such are not discussed.

27. In view of the facts and circumstances, this revision application is liable to be dismissed and accordingly stands dismissed. The lower Courts judgments are upheld, as also the directions contained in the order of the lower Appellate Court.

28. Send back the lower Court records.

29. No order as to costs.



JUDGE

Meghalaya
23.04.2021
"V. Lyndem-PS"