

West Bengal Form No. 3701

High Court Form No. (J) 2

HEADING OF JUDGMENT IN ORIGINAL SUIT/CASE

District : Kolkata

IN THE COURT OF : Judge, Bench - II,

Presidency Small Cause Court, Calcutta

PRESENT : Smt. Pratima Shukla

(JO CODE No. WB01165)

Judge, Bench - II,

Presidency Small Cause Court, Calcutta.

THURSDAY of the 12th day of MARCH, 2026.

EJECTION SUIT NO :- 86 OF 2023

(CNR No. WBPS01-000186-2023)

(REGISTRATION NO. 86 of 2023)

The Hanuman Estates Ltd.

.....PLAINTIFF

-----V E R S U S-----

Arvind Newar Partner B. D. Newar & Co.

.....DEFENDANTS

(1) Give date or dates : This suit/case is coming on for final hearing on
24.02.2026.

In presence of :-

Mr. Soumen Biswas, Mr. Soumitra Chakaravarti and Ankit Chaurasia

..... Advocate of the plaintiff.

Ms. Gunja Pachisia and Md. Minhajuddin

..... Advocate of the defendants.

*And having stood for consideration to this even day, the Court
delivered the following judgment:-*

EXORDIUM :

This is a suit for decree for recovery of khas possession, valued at Rs.16,992/- and for recovery of possession of the suit premises by evicting the defendants filed by plaintiff.

SUIT PROPERTY

All that piece and parcel of the premises consists of space approx. 330 sq.feet more or less on the 2nd Floor of Eastern Building at premises no. 19, R. N. Mukherjee Road, within the ambit of Hare Street Police Station, Kolkata - 700001.

CASE OF THE PLAINTIFF :-

The plaintiff's case, in a nutshell, is that the plaintiff is a Limited company incorporated under the Companies Act, 1956, having its registered office at 8, B. B. D. BAG EAST 2nd Floor, Kolkata - 700001 situated within the jurisdiction of Hare Street Police Station.

The plaintiff is represented by its Authorized Signatory Mr. Chandra Prakash Khemka being the employee of the plaintiff.

M/s. Hanuman Estates Ltd. a company incorporated and governed by the provisions of the Companies Act, 1956, having its office at 8, BBD Bag East, Kolkata - 700001 being the lawful owner/landlord of the suit premises let out the suit premises to the defendant's father.

The defendant's father approached the plaintiff for an office space to be let out.

The plaintiff on a verbal agreement with the defendant's father let out the office space as mentioned in the schedule on monthly rent.

The plaintiff strictly mentioned and communicated that the let out space should only be used for office purpose nothing else and also the defendant has no right to sublet the office space.

On June, 2000 it came in the notice of the plaintiff that the office space is being used for storing goods which highly objected by the plaintiff. A letter was also issued to the defendant dated 19th June, 2000 communicating the plaintiff objection for using the office space as godown for storing goods.

After receiving the letter it has been assured by the defendant that the matter is temporary and it will not be repeated or be continued in the near future.

Believing in the words of the defendant the plaintiff got assured and continued the tenancy.

On 21st October, 2022 the plaintiff issued a letter for submitting of necessary documents for its internal audit purpose. The said letter came back marked as addressee moved.

The plaintiff again issued another letter dated 15th November, 2022 to make sure of any miscommunication. But again the letter came back marked as addressee moved.

The postal reports were quite shocking and surprising for the plaintiff as he has been reported by the caretaker of the premises that there has been movement in the let out office space.

Recently in December, 2022 it came under the notice of the caretaker of the premises that boxed of large quantity are being storage which are marked as computer goods.

The computer goods are neither in the name of the defendant's father nor in the name of the defendant. The boxes were in the name of some other company which is totally unknown to the plaintiff.

Immediately the plaintiff contacted the defendant's father the actual tenant in where he received shocking and surprising news that Bhagwan Das Newar has passed away and now his son Arvind Newar has been occupying the office space.

The plaintiff has not transferred the tenancy in the name of the defendant Arvind Newar nor he was communicated the plaintiff of his father death.

The tenancy had already expired after death of his father.

The defendant's also sublet the demised premises without informing the plaintiff in writing.

The office space is kept under lock and key as clinching evidence the plaintiff is attaching a copy of electric bill.

The present rent is of Rs.1416/- per month.

The plaintiff stated the original tenant had died and the landlord does not recognize the tenancy of his son and also his son the defendant had sublet the demised premises to other without the knowledge of the plaintiff.

The plaintiff being the landlord also reasonably requires the premises for his own occupation.

The plaintiff sends Eviction notice through his learned Advocate in writing to the defendant dated 20.01.2023.

The defendant did not quit and vacate the premises after the expiry of the notice period and violation of the notice period forfeited his protection against eviction.

The cause of action for the present suit arose on and from 21.02.2023 and is continuing from day to day in premises no. 19, R. N. Mukherjee Road, 2nd Floor of the Eastern Building, Kolkata - 700001 within the ambit of Hare Street Police Station, Kolkata - 700020 and the same is continuing day to day thereafter within the jurisdiction of this Ld. Court.

Hence, the plaintiff was compelled to file this suit for getting the decree as prayed for.

CASE OF THE DEFENDANT :-

Defendant, appeared and contested this suit, by filing written statement wherein he denied all the material allegations made by the plaintiff against him.

The defendant stated that the instant suit is false, frivolous and not maintainable either in law or on facts.

The present suit is also barred by principle of waiver, estoppels, acquiescence and the law analogous thereto.

The plaintiff has no cause of action for filing the instant suit. The cause of action, as pleaded is wholly vexatious, meritless and does not deserve any consideration.

The plaintiff has alleged that the cause of action for the instant suit arose on 21.02.2023 and is continuing day to day. However, the plaint does not disclose which incident gave rise to the purported cause of action. Further, the plaint also does not disclose with regard to the service of statutory notice under the provision of the West Bengal Premises Tenancy Act prior to institution of the present suit, which itself makes the instant suit bad in law, defective and is liable to be rejected at threshold.

The instant suit is filed in gross suppression of material facts and is nothing but abuse of process of law.

The instant suit being wholly meritless, if proceeded would cause wastage of precious judicial time and as such, deserves to be nipped into bud.

The defendant submitted that in sometime in the year 1992, Bhagwan Das Newar, grandfather of the defendant/ predecessor-in-interest of the defendant was inducted as a monthly tenant in respect of all that space measuring about 330 Sq. Ft. lying and situated at the second floor of the premises no. 19, R. N. Mukherjee Road, Kolkata - 700001 i.e. (hereinafter referred to as the "commercial space") at a monthly rental of Rs.330/-

payable according to Hindi Calendar month. The defendant also submitted that the said tenancy was granted for the purpose of carrying on business. It is emphatically denied and disputed that the tenancy was granted strictly for use as office space or there was any specific agreement or reservation to that effect. It is repeated and reiterated that a commercial space was let out to the predecessor-in-interest of the defendant, which was used both as office space as well as godown, which was well within the knowledge of the plaintiff company and no objection at any point of time was raised to this regard. The defendant also submitted that the predecessor-in-interest of the defendant as well as the present defendant duly enjoyed and utilized the said space as godown without any interruption or objection from the plaintiff company. In June, 2010, the rent for the said commercial space was increased from Rs.330/- to Rs.1200/-.

The defendant denied and disputed that suddenly in June, 2000 it came to the notice of the plaintiff that the space is being used as godown to which the plaintiff raised objection, as alleged or at all. It is emphatically denied and disputed that upon receipt of the said purported letter the defendant assured that the storage of goods was only for a temporary period and would not be continued in future, as alleged or at all. The defendant also denied and disputed that based on such assurance the defendant was allowed to continue with the tenancy. It is repeated and reiterated that since inception of the tenancy the said commercial space was used both as office as well as godown and at no point of time any objection was raised by the plaintiff company.

The defendant emphatically denied and disputed that any letter addressed to the defendant in October, 2022 returned with the postal remarks "addressee moved". The plaintiff has neither annexed the copy of the said letter, nor the undelivered postal envelop. The document which is being relied upon by the plaintiff being Annexure -C does not give conclusive

proof of return of document. In fact, the endorsement which the plaintiff is relying upon appears to be concocted and put subsequently. The photocopy being Annexure - C appears to be a fabricated document and no reliance can be placed on the same. The defendant further denied and disputed that the plaintiff again to be reassured issued a further letter dated 15.11.2022 which again returned with the remarks "address moved". It is repeated and reiterated that neither the purported letter dated 15.11.2022, nor the undelivered postal envelope has been produced by the plaintiff. Further, the document which is relied upon by the plaintiff as Annexure - D appears to be a fabricated document. The defendant emphatically denied and disputed that in December, 2022, the caretaker of the premises noticed that large quantity of goods are being stored at the said space, which the caretaker informed to the plaintiff. It is repeated and reiterated that it is well within the knowledge of the plaintiff that the said commercial space is being used as godown since inception of the tenancy i.e. during the lifetime of the predecessor-in-interest of the plaintiff.

The defendant emphatically denied and disputed that in recent times it came to be knowledge of the plaintiff company or their representative that Bhagwan Das Newar, predecessor-in-interest of the defendant passed away long back. The defendant submitted that Bhagwan Das Newar died in the year 1995, which was well within the knowledge of the plaintiff company and much prior to his death the said space was being utilized as godown for their business purpose, which was being carried out by the defendant. The defendant, being the grandson of the said Bhagwan Das Newar, had been paying monthly rent without any default, which was duly accepted by the plaintiff without any objection upon February, 2023. The defendant emphatically denied and disputed that the plaintiff was not intimated about the death of Bhagwan Das Newar. It is emphatically denied and disputed that after the death of the original tenant the tenancy has expired, as alleged

or at all. It is submitted that the defendant during the lifetime of the said Bhagwan Das Newar carried on business along with him from the said commercial space and even after his death continued to run business from the said premises under the name and style of "B. D. Newar & Co." and the rent was paid from the account of the said partnership firm till January, 2012, which was duly accepted. Thereafter, the defendant paid rent through the account of his proprietorship business and the same was also accepted without any objection. The defendant also denied and disputed that the said premises has been sublet by the defendant, as alleged or at all. He is further denied and disputed that the said space is kept under lock and key by the defendant, as alleged or at all. It is repeated and reiterated that the said space is being used as godown since long back and is being regularly open, visited and inspected by the defendant.

In paragraphs 20 to 24 the plaint, all allegations are denied and disputed save and except the fact that the rent was lastly paid @ Rs.1416/- per month. He emphatically denied and disputed that the defendant was never accepted as tenant by the plaintiff. The fact remains that said Bhagwan Das Newar died long back in the year 1995, which is well within the knowledge of the plaintiff company and since after his death the rent was being duly paid by the defendant initially through the account of the partnership business and thereafter through the account of his proprietorship business, which was duly accepted by the plaintiff upon February, 2023 without any objection. He also denied and disputed that the defendant has sublet the said space, as alleged or at all. He is also denied and disputed that the plaintiff company reasonably required the said space. He submitted that said premises is a G + 2 storied building and there are several other commercial spaces, which are lying vacant. As such, even if the plaintiff company reasonably requires any space, the same requirement can be made by the plaintiff company by utilizing the spaces, which are lying

vacant at the said premises. He emphatically denied and disputed that the defendant has been served with any notice of eviction dated 20.01.2023. The plaintiff has neither enclosed the purported eviction notice, nor any proof of dispatch or delivery. The purported track report relied upon by the plaintiff as Annexure - H neither give the particulars of the addressee, sender, nor any proof of delivery and hence, no reliance can be placed on the same. He is emphatically denied and disputed that the defendant is liable to quit or vacant the said space, as alleged or at all. It is repeated and reiterated that the defendant is lawfully acquiring and possessing the said space.

In paragraph 25 of the plaint, it is emphatically denied and disputed that any cause of action for filing the present suit arose on 21.02.2023 or any other date. It is further submitted that no notice of eviction was served upon the defendant at any point of time. The plaintiff has also failed to produce any document towards proper service of eviction notice and hence, at no point of time the cause of action arose for filing the present suit. The cause of action, as pleaded is totally vexatious, bad in law and cannot be taken into consideration. Due to non service of the statutory notice the present suit is liable to be dismissed at threshold.

Hence, the defendant has prayed for dismissal of the suit.

ISSUES FORMULATED:-

After perusing the pleading of the parties, this court framed the following issues for proper adjudication of this suit.

1. Whether the suit is maintainable in its present form and in law ?
2. Whether the plaintiff has any cause of action to file the suit ?
3. Whether the defendant is the tenant under the plaintiff in respect of suit scheduled premises ?

4. Whether the Ejectment Notice was properly served upon the defendant or not ?
5. Whether the Ejectment Notice is legal, valid and sufficient in the eye of law ?
6. Whether the plaintiff reasonably required the suit premises for his own and his family use and occupation ?
7. Whether the defendant sublet, assigned or parted with the possession of the suit premises without consent of the plaintiff ?
8. Whether the defendant is using the suit premises as a store room other than official purpose ?
9. Whether the defendant is a trespasser in the suit premises ?
10. Whether the defendant kept the suit premises under lock and key ?
11. Whether the plaintiff is entitled to get the decree as prayed for ?
12. To what other relief, if any, the parties are entitled to ?

WITNESS EXAMINED ON BEHALF OF THE PLAINTIFF :

The following witness was examined on behalf of the plaintiff to prove his case.

P.W. 1: Chandra Prakash Khemka.

THE FOLLOWING DOCUMENTS HAVE BEEN MARKED AS EXHIBITS ON BEHALF OF THE PLAINTIFF IS AS FOLLOWS :-

| Sl. No. | Exhibit Nos. | Description of the documents | Proved by |
|----------------|---------------------|---|------------------|
| 1. | Exhibit 1 | Certified true copy of resolution dated 23.03.2023; | P.W. 1 |
| 2. | Exhibit-2 | The rent bill dated 01.10.2022; | P.W. 1 |
| 3. | Exhibit-3 | The letter dated 19.06.2000; | P.W. 1 |

| | | | |
|----|-------------------------------------|--|---------------|
| 4. | Exhibit-4 | The electricity bill for the month of October, 2024; | P.W. 1 |
| 5. | Exhibit-5 (Collectively) | Copy of Ejectment Notice dated 20.01.2023 through my Ld. Advocate along with one postal receipt. | P.W. 1 |

Ld. Advocate for the defendant also submitted that the defendant is not willing to adduce evidence by order no. 24 dated 10.02.2026.

Rationale backed adjudication :-

Before advancing further in the adjudication of the issues framed in the present suit, it is pertinent to note that the suit was instituted in the year 2019. Consequently, the provisions of the west Bengal premises tenancy act, 1997 (hereinafter referred to as W.B.P.T. Act) are applicable to this case.

It is now imperative to meticulously examine the materials on the record to ascertain the extent to which plaintiff has successfully substantiated his claims against the defendants.

ISSUE NOS. 1, 2 and 3 :-

Issue No. (1) :- Whether the suit is maintainable in its present form and in law ?

Issue No. (2) :- Whether the plaintiff has any cause of action to file the suit ?

&

Issue No. (3) :- Whether the defendant is the tenant under the plaintiff in respect of suit scheduled premises ?

This is an eviction suit. The plaintiffs assert itself as a Limited Company incorporated under the Companies Act , 1956 and landlords of the suit property, where as they characterized the defendant as monthly premises tenant of the suit premises. The plaintiffs have instituted this suit seeking the eviction of the defendant under the guise of a monthly premises

tenant, thereby invoking section 6 of the West Bengal Premises Tenancy Act, 1997, to recover possession of the suit property.

Conversely, the defendant has categorically denied and disputed the plaintiff's case and stated that plaintiff has no cause of action to file this suit. The defendant asserts that his grandfather Bhagwan Das Newar in the year 1992 was inducted as monthly tenant in respect of the suit property at a monthly rental of Rs. 330/- according to Hindi calendar months . the said tenancy was granted for the purpose of carrying on business. by Estate of Dinanath Dutta and was paying the monthly rent in respect of the suit property to and in favour of the landlord.

The defendant is using the suit property for her office space as well as godown.

In this context, it is critical to note that the present suit has been filed under Section 6 of the West Bengal Premises Tenancy Act, 1997 the fundamental pre-requisites for maintaining this suit are the existence of a landlord-tenant relationship between the parties and the service of an Ejectment Notice by the landlord to the tenant prior to instituting the suit as well as existence of grounds for eviction as enumerated in Section 6(1) of the West Bengal Premises Tenancy Act.

However, given the summary nature of proceedings under the Rent Act, it is crucial to recognized that the jural relationship of landlord and tenant must be considered to the extent necessary for adjudicating the eviction petition. The rigor of examining ownership should not be pursued as it would be in a Title Suit, unless the respondent asserts a title to the rented property adverse to that of landlord, which has not occurred in this case.

In this context, the court finds that the question of title is irrelevant in the present suit. The primary issue is whether a landlord-tenant relationship exists between the parties and whether the landlord is entitled to evict the

tenant on the grounds stated in the plaint. Failure to prove these facts will result in the suit's dismissal **[2018 (2) ICC 495 (SC) relied on]**.

At discuss the plaintiff's title to the suit premises is insignificant in this eviction suit. Three essential elements must be established :

- (1) The existence of a landlord-tenant relationship regarding the property in question,
- (2) Initiation of a suit by the landlord following a clear one month notice to the tenant in compliance with Section 6(4) of the Act, and
- (3) The landlord's demonstration of at least one of the grounds for eviction as enumerated in Section 6(1) of the Act.

The definition of landlord is inclusive, it denotes the following persons who are entitled to realize rent from the tenant namely;-

- Owner of the premises;
- Trustee;
- Agent;
- A Clerk who is entitled to realize the rent.

The legal heirs and representatives of the landlord naturally come within the purview of definition of landlord **(R. P. Ghosh Vs. Pramila Bai AIR 1977 Bom 181 and Pokhraj Jain Vs. Padma Kashyap AIR 1990 SC 1133 relied upon)**.

As per plaint, on a verbal agreement with the defendant's father plaintiff let out space which should be used for office purpose only and also the defendant has no right to sublet the office space.

During argument it is argued by the plaintiff that one BD Newar was inducted as a tenant in the year 1992 but later it came to the knowledge of the plaintiff in the year 2022 that the original tenant died which was confessed by the defendant as same in the written statement but on good faith the plaintiff used to raise the tenancy bill in the name of the original

tenant as it was not within his knowledge till 2022. Hence there was a shifting of original tenancy which put the plaintiff in dark.

At the time of argument it is also argued by plaintiff that defendant is a trespasser as plaintiff was in dark about tenancy of defendant.

Per contra, it is argued by Ld. advocate for defendant that , when plaintiff is considering the defendant as trespasser then the instant suit is not maintainable under section 6 of the west Bengal premises tenancy act because there is no existence of landlord tenant relationship.

Thereafter, plaintiff has filed supplementary brief notes of argument wherein he argued that tenant had clearly admitted the relationship of landlord and tenant and tenant also admitted occupation of the premises and payment of rent earlier and therefore, the court could pass a decree under code of civil procedure, under order 12 rule 6.

Under the **Indian Evidence Act, 1872**, the burden of proof dictates that the party asserting a fact or claiming a legal right must prove it. **Section 101 and 102 establish** that the person who desires a court to pass judgment must prove their case; other wise, they fail

As per section 101 of the Indian evidence act, the person making a claim or asserting the fact must prove them.

The burden of proving a particular fact lies with the person who ask the court to believe in its existence.

This refers to the legal and procedural obligation of demonstrating and substantiating a case. It pertains to the responsibility placed on a party to establish the elements of their argument within the framework of law and pleadings.

When someone initiates a civil proceeding it comprises two key elements;the cases facts and the legal basis . in such cases, the burden of proof rests with the plaintiff, the one who files the civil suit.

Thus, the plaintiff must prove its suit on its own strength rather than the weakness of the defendant.

On plain reading of the plaint it appears that plaintiff has nowhere stated that defendant is tenant under plaintiff.

In para **16th** of the plaint it is stated that plaintiff has not transferred the tenancy in the name of the defendant nor he was communicated the plaintiff of his fathers death.

In para **17th** it is stated that tenancy has already expired after death of defendant's father.

In the cross examination dated 10.02.2026 **PW1** has deposed that defendant is not tenant.

PW1 further deposed that he has not filed any document to support the fact that the defendant was inducted as monthly tenant as stated in paragraph no. 2 of the notice.

On scanning of plaint and evidence adduced by plaintiff it appears that plaintiff has not stated that defendant is tenant under plaintiff, infact it is argued by plaintiff that defendant is a trespasser.

While the instant suit is filed by plaintiff on the ground of subletting under **section 6** of the west Bengal premises tenancy act.

As it is already discussed above that for instituting any suit under **section 6** of the west Bengal premises tenancy act there must be existence of landlord-tenant relationship between the parties. But here plaintiff is denying the status of defendant as tenant . it is stated by plaintiff in **para 21** of his plaint that the plaintiff states the original tenant had died and the landlord does not recognize the tenancy of his son and also his son who is the defendant had sublet the demised premises to other without the knowledge of the plaintiff.

In the light of the above, and considering the facts and circumstances of the present case as well as the relevant of record, this court concludes

that there is no existence of a landlord-tenant relationship between the parties concerning the suit premises.

Taking into account the case made by the plaintiffs in their pleadings and the prayers therein, this court opines that the instant suit is not well maintainable in the eye of law.

It is well established that '**a cause of action**' constitutes a compilation of facts that provide grounds to seek legal remedy for an injury in a court of law. This encompasses every facts, if contested, the plaintiff would need to substantiate to uphold their entitlement to a judgment.

This is a suit for eviction. The plaintiffs have eviction of the defendant/tenant on the ground of subletting of the suit property by the defendant without the consent of landlord as available **under Section 6 of the West Bengal Premises Tenancy Act, 1997**. According to them, one notice of eviction has been served to the defendant prior to filing of this suit.

On the contrary, the defendant has denied and disputed the grounds of eviction as canvassed in the plaint and also disputed the legality, validity and the due service of notice of eviction.

Therefore, the rival contentions of the respective parties do not detain us more to hold that the plaintiffs has no cause of action to file this suit.

Hence, issue nos. 1, 2 & 3 under consideration are therefore decided against plaintiff.

ISSUE NOS. 4 & 5 :-

Issue No. (4) :- Whether the Ejectment Notice was properly served upon the defendant or not ?

Issue No. (5) :- Whether the Ejectment Notice is legal, valid and sufficient in the eye of law ?

Now let us come to the point of notice of eviction dated 20.01.2023 and its due service upon the defendant. It is needless to mention that the notice is the very basis and backbone of a suit for eviction.

One of the essential ingredients for instituting a suit for eviction under the W.B.P.T. Act is that the landlords, plaintiffs, prior to the institution of suit, shall have to give one month notice to the tenants to vacate the suit premises. Valid notice to quit upon tenant is a condition precedent in suit for eviction (***Amarnath Vs. Sanjib 2008 (3) CHN 962.***)

It is stated by plaintiff that tenancy of the defendant duly determine by the plaintiffs by sending notice dated 20.01.2023 and the said notice is duly served upon the defendant .

Plaintiffs have exhibited eviction notice dated 20.01.2023 and one postal receipt are marked as Exhibit 5 (collectively).

Defendant has denied and disputed any service of notice upon him.

On scanning of Exhibit 5, it appears that the said eviction notice is not duly served. Plaintiff has not produced any acknowledgment card or track report to show that eviction notice was duly served.

Plaintiffs have not been successfully proved that the Eviction Notice was legal, valid and sufficient in the eye of law and is duly served upon the defendant.

Hence, these issues are decided and disposed of against the plaintiff.

ISSUE NO. 6 :-

Issue No. (6) :- Whether the plaintiff reasonably required the suit premises for his own and his family use and occupation ?

The plaintiff asserts a specific plea that they reasonably required the suit premises for their own use and occupation and also for their respective family members.

As it has been already decided that present suit is not maintainable and plaintiffs have no cause of action to file this suit. then at this stage it

would be unnecessary to discuss the issue of reasonable requirement of the suit property.

Accordingly, this issue is thus decided in negative against the plaintiff.

ISSUE NOS. 7, 8, 9 & 10 :-

Issue No. (7) :- Whether the defendant sublet, assigned or parted with the possession of the suit premises without consent of the plaintiff ?

Issue No. (8) :- Whether the defendant is using the suit premises as a store room other than official purpose ?

Issue No. (9) :- Whether the defendant is a trespasser in the suit premises ?

Issue No. (10) :- Whether the defendant kept the suit premises under lock and key ?

The plaintiff has not sought eviction on the ground of subletting as appears from the perusal of the plaint. Thus, this issue is not taken up for discussion any more.

No stress has been laid on these issues from the side of plaintiffs.

No evidence is forth coming form the side of the plaintiffs to substantiate the above grounds.

In short, the materials on record clearly shows that both the pleadings as well as the evidence is deficient from the side of the plaintiffs with regard to the above grounds and the result is obvious that the plaintiffs have miserably failed to substantiate the above grounds.

Further , it has been already decided that present suit is not maintainable and plaintiffs have no cause of action to file this suit, in such scenario these issues are also not maintainable.

Accordingly, the plaintiffs are not entitled to get any decree on the above two grounds.

Hence, these issues under consideration are decided against the plaintiff.

ISSUE NOS. 11 & 12 :-

Issue No. (11) :- Whether the plaintiff is entitled to get the decree as prayed for ?

Issue No. (12) :- To what other relief, if any, the parties are entitled to ?

These issues are consolidated for consideration for the sake of brevity and efficiency.

The plaintiff has instituted this eviction suit against the defendant-tenant on various grounds provided under the West Bengal Premises Tenancy Act, 1997.

Upon thorough examination of the entire factual matrix and the evidence presented, it becomes apparent that the plaintiff has not succeed to substantiate the claim that defendant is liable for eviction due the reason that suit is not maintainable.

Furthermore, the plaintiffs have not succeeded in demonstrating that they reasonably require the suit premises for their own use and occupation.

Plaintiff has not been able to successfully established this suit.

Hence, plaintiff is not entitled for the decree of eviction.

Adhering the conspectus factual matrix and earlier decided issues, these two issues are decided accordingly.

DECISION :

The plaintiff **fail** to substantiate his case.

EPILOGUE :

In result, the plaintiff failed to bring home the bacon.

Court fees paid are found proper in terms of **Sec. 7(i) of the West Bengal Court Fees Act, 1970.**

Hence, it is

ORDERED

That the suit being Ejectment Suit No. 86 of 2023 be and the same is dismissed on contest but without any order as to costs.

D/C by me.

Sd/-

Judge, Bench - II,
P.S.C. Court, Calcutta.

Sd/-

Judge, Bench - II,
P.S.C. Court, Calcutta.