

GAHC010012672026



2026:GAU-AS:8668

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : FAO/5/2026

HARMUJ ALI AND ANR
S/O SABUR ALI, R/O VILL- KONWARPUR, P.O.- KONWARPUR, P.S.- HAJO,
DIST- KAMRUP, ASSAM

2: MD. SABUR ALI
S/O LATE HAZARAT ALI
R/O VILL- KONWARPUR
P.O.- KONWARPUR
P.S.- HAJO
DIST- KAMRUP
ASSA

VERSUS

DAKHIN SINGRA MILANJYOTI SANGHA MEEN PAAM
REPRESENTED BY ITS DIRECTOR, SRI JAGAT DEKA MALAKAR, S/O LATE
JANTI RAM DEKA, VILL- DAKHIN SINGRA, P.O.- KONWARPUR, DIST-
KAMRUP (ASSAM), PIN-781102

Advocate for the Petitioner : MR. R ALI, N PERVIN, MR. MUSTAFA HUSSAIN, MR H A
AHMED

Advocate for the Respondent : MR. M MALAKAR, MR H MAURYA

BEFORE
HONOURABLE MRS. JUSTICE YARENJUNGLA LONGKUMER

JUDGMENT

Advocated for petitioner:

Mr. R. Ali_

Advocate for Respondent:

Mr. H. Maurya

Date on which judgment is reserved : N/A

Date of pronouncement of judgment : 16.06.2026

Whether the pronouncement is of

the operative part of the judgment? : NA

Whether the full judgment has been Pronounced? : Yes

JUDGMENT & ORDER (ORAL)

This appeal has been preferred by the appellant assailing the impugned order dated 15/12/2025 passed by the learned Civil Judge, (Senior Division), Kamrup, Amingaon in Misc.(J) Case No. 430/2024 arising out of Title Suit No. 269/2024 thereby rejecting the prayer for granting interim temporary injunction.

2. Heard learned counsel for the appellants, Mr. R. Ali. I have also heard learned counsel for the respondent, Mr. H. Maurya.

3. The facts leading to filing of the instant appeal is that the disputed land herein is a fishery which has been leased out to the petitioners by the respondents since the year 2014. An initial lease agreement was executed on 11/6/2014 which was extended from time to time. The last lease agreement was executed on 13/6/2023 in favour of petitioner No. 1 for the period 13/6/2023 to 28/02/2024.

4. The case of the petitioner is that the petitioner had duly paid the lease amount for extension of further period and also invested substantial amount towards development of the fishery. The appellant also states that the lease agreement has not been extended further with effect from 28/02/2024. However, there was an oral agreement between the parties for extension of the

same.

5. It is also the case of the appellant herein that due to non-extension of the lease agreement the petitioner/appellant filed a Title Suit being Title Suit No. 269/2024 for specific performance of agreement, declaration, confirmation of possession and realization of money amounting to Rs.40 lakhs and permanent injunction. The said suit is pending disposal before the learned Civil Judge (Senior division), Kamrup, Amingaon.

6. The appellant herein also filed an application under Order 39, Rule 1, read with Section 151 of the CPC praying for grant of temporary injunction against the respondent and their men, agents, employees, workmen, etc., not to dispossess the petitioners from the suit land/fishery and not to conduct any fishing and not to construct any house over the scheduled land/fishery till the disposal of the Title Suit. The said application was registered as Misc (J) case No. 430/2024.

7. The learned Civil Judge (Senior Division), Kamrup, Amingaon had passed an ad-interim injunction order on 3/12/2024 in Misc (J) case No. 430/2024 wherein the learned Trial Court held that the petitioners have a *prima facie* case in view of the fact that the petitioners are in possession over the suit land which includes a fishery. And, therefore, the learned trial court granted the ad-interim temporary injunction in favour of the appellant herein.

8. Upon receipt of summons, the respondents appeared and filed their written objections on 19/02/2025 and prayed for dismissal of the Misc (J) Case No. 430/2024 and prayed for vacation of the ad-interim temporary injunction order dated 3/12/2024.

9. After hearing the parties and upon perusal of the records, the learned Civil

Judge (Senior Division), Kamrup, Amingaon passed the impugned order dated 15/12/2025 in Misc (J) case No. 430/2024 rejecting the prayer for temporary injunction. Being aggrieved, the appellant has come before this court.

10. The learned counsel for the appellant submits that there was an oral agreement between the parties that the lease will continue. However, no new agreement was executed and accordingly he had to file the Title Suit 269/2024 accompanied by the Misc(J) case No. 430/2024.

11. The trial court had allowed the ad-interim injunction on 3.12.2024 as the appellants were in possession of the fishery at the time of considering the Misc(J) case No. 430/2024. He has stated that the opposite parties/respondents are an NGO and therefore, they will again lease out the fishery to another party and the appellant herein is also willing to pay for the lease as per the agreement. It is stated that they have been running the fishery for the last 14 years.

12. It is the further case of the appellant herein that denial of interim protection has the effect of permanently depriving the appellant of their right to catch and harvest the fish presently available in the fishery.

13. However, the learned trial court without applying its judicial mind and without considering the settled principles governing grant of temporary injunction, rejected the petitioner's prayer.

14. The appellant further submits that the appellant has already paid the entire lease amount and they are ready and willing to pay any further amount for the extended period subject to adjustment of the amount already paid and therefore, the respondents will not suffer any loss or prejudice if the interim injunction is allowed.

15. It is the further prayer of the appellant herein that the appellant should be allowed to catch the fishes which they have planted as denying the same would cause irreparable loss and injury to the appellants.

16. In view of the above submissions, the learned counsel for the appellant prays that the impugned order dated 15/12/2025 passed by the learned Single Judge (Senior Division), Kamrup, Amingaon, in Misc(J) case No. 430/2024 arising out of Title Suit No. 269 of 2024 may be quashed and set aside.

17. Per contra, the learned counsel Mr. H. Maurya appearing for the respondents has at the outset submitted that it is an admitted fact that the last lease agreement was executed on 13/06/2023 in favour of the petitioner No. 1 for the period 13/06/2023 to 28/02/2024. The appellants have preferred the Title Suit only on 28/11/2024, i.e., about 9 months after the expiry of the lease agreement. The respondents have further denied the existence of any oral agreement between the parties for extension of the lease agreement.

18. The respondents have resisted the prayer of the appellants herein by filing affidavit-in-opposition and by filing the said affidavit-in-opposition have contended that the appellants after expiry of the lease period i.e., 28/02/2024 neither paid any further amount to the respondent nor invested any amount in the said fishery. It is stated that an amount of Rs.1 lakh is still payable by the appellants in respect of the earlier lease dated 13/06/2023. And further, there is no statement anywhere in the appeal memo or in the Miss(J) case No. 430/2024 to the effect that at least some amount was paid towards the oral agreement.

19. It is specifically stated in the affidavit-in-opposition that in terms of the lease agreement dated 13/06/2023, the appellants were required to pay a total lease rent of Rs.5 lakhs only to the respondents but the appellants had only

paid Rs. 3,45,000/- to the respondents during the period 13/06/2023 to 25/02/2024 and thereafter, he paid another sum of Rs. 55,000/- on 4/3/2024 after expiry of the lease period. Therefore, a sum of Rs.1 lakh is still payable to the respondents by the appellants even in respect of the agreement dated 13/6/2023.

20. In the affidavit-in-opposition the respondents have also contended that the appellants have vacated the fishery and the respondent is in possession of the said fishery since 29/12/2025. Learned counsel further submits that there is also no averment anywhere in the pleadings of the appellants that they had in fact put in some fish seeds in the fishery pond.

21. Learned counsel for the respondent has also made another submission regarding the misjoinder of parties. According to the learned counsel for the respondents, the appellant No. 2 herein is not a party to the lease agreement and it is not known as to how he is an appellant herein or also a plaintiff in the Title Suit No. 269/2024. It is the specific averment of the learned counsel that the respondents had entered into an agreement only with the appellant No. 1, Harmuj Ali and not with the appellant No. 2.

22. The learned counsel by drawing the attention of this court to the impugned order dated 15/12/2025 passed in Misc(J) case No. 430/2024 has submitted that the learned Trial Court has rightly appreciated the facts and it is stated in the impugned order that the petitioners do not have a *prima facie* case as the contract between the parties had already run its course and the term of the contract had lapsed on 28.02.2024 and since then the possession of the petitioners is illegal and therefore, the petition for temporary injunction is to be rejected. The learned Trial Court has also come to a finding that there is no documentary proof to support the claims of the petitioner regarding any

payment of money to the opposite party for extension of the agreement dated 13/06/2023 and that the agreement had lapsed on 28/02/2024 and since it was not extended by an agreement between the parties, the same ceases to have any effect and the possession after cessation of the term of the contract cannot be said to be a legal one.

23. The counsel for the respondent further submits that the trial court had rightly come to a conclusion that the grant of temporary injunction is likely to cause more inconvenience to the opposite party who has been deprived of the possession and enjoyment of the suit land and that the petitioners/appellants claim stands on a weaker footing.

24. Learned counsel therefore prays that this Court may not interfere in the impugned order dated 15/12/2025 passed by the learned Civil Court (Senior Division), Kamrup, Amingaon.

25. This Court has duly considered the submissions of the learned counsel for the parties and perused the pleadings, specifically the impugned order dated 15/12/2025, passed in Misc(J) case No. 430 of 2025.

26. In an appeal under Order 43, Rule 1 (r) CPC, the scope for interference by the appellate court is extremely limited unlike an Appeal under Section 96 CPC. The appellate court can interfere only when the trial court has acted arbitrarily, contrary to law or if the finding is perverse. The appellate court can also interfere when there is a misinterpretation of the pleadings and if the trial court has applied wrong principles of law and when the impugned order manifests injustice.

27. A thorough consideration of the impugned order dated 15/12/2024 would show that the trial court has considered the matter in its entirety and rightly

held that the contract between the parties had already expired on 28/02/2024 and the contract between them had already ceased and therefore, it was rightly concluded that the possession of the petitioners was without any contract.

28. This court has also seen that throughout the pleadings before the trial court as well as before this Court the appellants have not been able to show any documentary proof to support their claims regarding any payment towards the so called oral agreement and their claims of an oral agreement is unsubstantiated. It is also not disputed that the respondents are the rightful owners of the fishery pond.

29. Therefore, this Court is unable to find any perversity in the impugned order dated 15/12/2025. This appellate court has to find clear evidence of arbitrariness or perversity or ignorance of settled legal principles in the impugned order which has not been found in the present impugned order and therefore, the order of the trial court is not interfered with.

30. Accordingly, the instant appeal stands dismissed.

31. The Registry to return the trial court records expeditiously.

32. It is however made clear that the findings in this order shall not have any bearing on the merits of the Title Suit No. 296/2024.

JUDGE

Comparing Assistant