

GAHC010185822025



2026:GAU-AS:2607

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

Case No. : CRP/115/2025

M/S FAIRDEAL ENTERPRISE AND ANR
A PROPRIETORSHIP FIRM OF SRI PRADEEP KR. DEORAH, HAVING ITS
OFFICE AT P.P. ROAD, REHABARI, GUWAHATI-781008

2: PRADEEP KUMAR DEORAH
S/O LT. PRAHLAD RAI DEORAH
PROPRIETOR OF M/S FAIRDEAL ENTERPRISE
RESIDENT OF P.P. ROAD
REHABARI
GUWAHATI-781008
KAMRUP (M), ASSAM
REPRESENTED BY HIS ATTORNEY HOLDER SRI VISHAL DEORAH (AGED
40 YEARS)
S/O SRI PRADEEP KR. DEORA

VERSUS

MRS MEERA BHATTACHARJEE
W/O LATE ACHYUTA SANKOR BHATTACHARJEE, M.L. NEHRU ROAD, PAN
BAZAR, GUWAHATI-781001, KAMRUP (M), ASSAM

BEFORE
HONOURABLE MR. JUSTICE MRIDUL KUMAR KALITA

For the petitioner : Mr. G. Jalan, Advocate

For the respondent : Mr. S. Dutta, Sr. Advocate
: Mr. J. H. Saikia, Advocate

Date of Hearing : **28.10.2025**

Date of Judgment : **20.02.2026**

JUDGMENT & ORDER

- 1.** Heard Mr. G. Jalan, learned counsel for the petitioners. Also heard Mr. S. Dutta, learned senior counsel assisted by Mr. J. H. Saikia, learned counsel for the respondent.
- 2.** This revision petition under Section 115 of the Code of Civil Procedure, 1908, has been filed by the petitioners, namely, (i) *M/s Fairdeal Enterprise and* (ii) *Pradeep Kumar Deorah*, impugning the judgment and decree dated 17.06.2025, passed in Title Appeal No. 28/2022 by the Court of learned Civil Judge (Senior Division) No. 2, Kamrup(M) at Guwahati. By the impugned judgment and decree dated 13.09.2022 and 28.09.2022 respectively, passed in the Title Suit No.190/2022, by the Court of learned Munsiff No. 2, Kamrup(M) was reversed and the appellants were directed to be evicted from the suit premises on the ground of *bona fide* requirement by the respondent.
- 3.** The facts relevant for the consideration of the instant revision petition, in brief, are that the respondent is the absolute owner of a room measuring approximately 360 square feet at Om Bhawan at M.L. Nehru Road, Panbazar, Guwahati, having GMC holding No. 10. The said room is more fully described in the schedule to the plaint and herein after referred to as the suit premises. The appellant No. 2, who is the proprietor of appellant No. 1 firm, had approached the respondent for the purpose of taking the suit premises on a monthly rental basis. Accordingly, a lease agreement was executed in between the appellants and the respondent, on 30.09.2009 for tenancy of the suit premises, for a period of three years, commencing from 01.10.2009.
- 4.** The present respondent had filed a suit for eviction of the appellants in the year 2022 before the Court of learned Munsiff, Kamrup(M) at Guwahati

mainly on the ground of defaulter, violation of the terms of the lease agreement as well as on the ground of *bona fide* requirement of the tenanted suit premises by the respondent (plaintiff). The said suit was registered as Title Suit No. 190/2022 before the Court of learned Munsiff No. 2, Kamrup(M) at Guwahati. The present appellants contested the suit by filing written statement cum counter-claim against the respondent. In the written statement, the appellants denied the fact that they are defaulter in payment of rent as well as also denied the fact that the suit premises is *bona fide* required by the respondent (plaintiff) for opening the clinic by the daughter of the respondent (plaintiff). It was also contended by the defendants in their written statement cum counter-claim that the plaintiff had, on an earlier occasion, filed a suit against one of her tenant, namely, Kitab Ghar. The said suit was registered as Title Suit No. 279/1999. In the said suit also, the eviction of the tenant was sought for on the ground of defaulter and *bona fide* requirement. The said suit was decreed in favor of the respondent (plaintiff). However, after getting vacant possession of the suit premises, in that case, the plaintiff let out some portion of the premises to the defendants and the rest of the portion was converted into a garage, which, according to the present appellants showed that the plaintiff had no *bona fide* requirement on the tenanted premises. Apart from above pleas, the defendants also took the plea that they have invested an amount of Rs.1.5 lakh in repairing the tenanted premises as well as they are also entitled to get back the advance amount of Rs. 2 Lakh, which was paid to the defendant and hence, the recovery of aforesaid Rs.3.5 lakhs was also prayed for in the counter-claim.

5. On the basis of the pleadings of the parties, the trial court framed following issues in the aforesaid Title Suit No. 190/2022:-

“I. Whether there is any cause of action for the suit?”

II. Whether the suit is maintainable in its present form and manner?

III. Whether the defendant has defaulted in respect of payment of rent vis-a-vis suit premises?

IV. Whether the defendant has violated the terms of tenancy agreement?

V. Whether the suit premises is bona fide requirement of the plaintiff?

VI. Whether the Plaintiff is entitled to the decree and/or relief as prayed for?

VII. Whether the counter claim is maintainable in its present form?

VIII. Whether the defendant/counter claimant is entitled to realize ₹3,00,000/- from the plaintiff with interest as prayed for?

IX. To what other relief or reliefs, parties of this suit are entitled for?"

6. The plaintiff examined herself as PW-1 and one Achyut Shankar Bhattacharjee as PW-2 in support of her case, whereas, the defendants examined the present respondent No. 2 Pradeep Kumar Deorah as DW-1 and his son Shri Vishal Deorah as DW-2, in support of their case. However, by its judgment dated 28.09.2022 passed in Title Suit No. 190/2022 the trial court *[the Court of learned Munsiff No. 2 Kamrup(M)]* dismissed the suit of the plaintiff as well as counter-claim filed by the defendants. It was held that the plaintiff had failed to prove the contention of defaulter of rent by the defendants as well as *bona fide* requirement of suit premises by her.

7. Being aggrieved by the judgment of the trial court, the plaintiff (present respondent) preferred an appeal before the Court of learned Civil Judge (Senior Division) No. 2, Kamrup(M) against the aforesaid judgment. The said appeal was registered as Title Appeal No. 28/2022 by the First Appellate

Court, by the judgment dated 17.06.2025 passed in the aforesaid title appeal, reversed the judgment and decree of the trial court by holding that the defendants (present appellants) are liable to be evicted from the suit premises on the ground of *bona fide* requirement of the suit premises by the respondent. The aforesaid judgment has been impugned in this revision petition.

8. The First Appellate Court, though, upheld the finding of the trial court as regards the plea of defaulter of rent, however, it reversed the finding of the trial court in respect of the plea of *bona fide* requirement of the suit premises by the plaintiff. It was held that the plaintiff has been able to prove that suit premises is required *bona fide* by her.

9. Mr. G. Jalan, the learned counsel for the petitioners has submitted that the First Appellate Court had erred in holding that the plaintiff was in *bona fide* requirement of the suit premises as the evidence on record is contrary to the inference drawn by the First Appellate Court.

10. He submits that the respondent while deposing as PW-1 in the aforesaid suit had deposed, during her cross-examination, that she did not agree with the terms and conditions of the draft agreement sent by the defendants for renewal of the tenancy agreement after filing of the suit. But she sent the draft agreement to the defendants without any signature. He submits that the plaintiff had sent the draft agreement to the defendants for renewal of the tenancy agreement after filing of the suit, it clearly shows that she was not in *bona fide* requirement of the suit premises and as such, the contrary finding of the First Appellate Court is perverse.

11. The learned counsel for the petitioners submits that the act of sending the draft tenancy renewal agreement, which was exhibited by the defendants as

Exhibit-C by the plaintiff after filing of the suit itself shows that the plaintiff did agree on the terms of the draft lease renewal agreement and was not in *bona fide* requirement of the suit premises. He submits that if the landlord requires the tenanted premises for her own use, she has to be able to show that such requirement is genuine and honest and conceived in good faith. He submits that act of sending draft renewal by the plaintiff to the defendants belies the claim of the plaintiff that suit premises was required *bona fide* by her. He submits that the court must take all relevant circumstances while considering the issue, so that the protection afforded by law to the tenant is not rendered merely illusory. In support of his submission, he has cited a ruling of the Apex Court in the case of "**Ram Dass Vs. Ishwar Chander**" reported in "**1988 AIR (SC)1422**".

12. The learned counsel for the petitioners has submitted that the *bona fide* requirement of the landlord of the suit premises ought to have been considered by the First Appellate Court in the sense of felt need, which is the outcome of a sincere, honest desire in contradiction with a mere pretense or pretext to evict the tenant as has happened in this case. He submits that the trial court was correct in rejecting the plea of *bona fide* requirement of the plaintiff whereas the First Appellate Court had erred in ignoring the fact that the plaintiff had sent the draft lease agreement (Exhibit-C) to the defendants for renewal of the tenancy agreement. In support of his submission, the learned counsel for the petitioners has cited the ruling of the Apex Court in the case of "**Pratap Rai Tanwani Vs. Uttam Chand**" reported in "**2005 AIR (SC)1274**". He, therefore, submits that the judgment of the first appellate court is perverse and is liable to be set aside. Accordingly, he prays for setting aside the impugned judgment and decree.

13. On the other hand, Mr. S. Dutta, the learned senior counsel for the

respondent has submitted that the First Appellate Court has correctly held that the suit premises was *bona fide* required by the plaintiff and as such decreed the suit for eviction of the appellants from the suit premises on the ground of *bona fide* requirement. He submits that there is no perversity in the finding arrived at by the First Appellate Court and as such any interference by this Court in exercise of its revisional jurisdiction is not warranted in this case.

14. He submits that the *bona fide* requirement of the landlord has to be seen on the date of filing of the suit and subsequent events intervening due to protracted litigation may not be relevant. He submits that the crucial date on which the *bona fide* requirement of the plaintiff is to be assessed is date of the filing of the suit which in this case was 23rd August, 2013. He submits that the draft lease agreement, which has been exhibited as Exhibit-C, is dated 1st of October, 2012 and same is not signed by any of the parties and there is nothing on record to indicate that the said draft agreement was sent by the plaintiff to the defendants after filing of the suit. The only deposition from the PW-1 to this effect is "I have sent a draft lease agreement to the defendants without any signatures", nothing else was admitted by the PW-1 and it was incumbent on the defendants to prove that said deed was sent to the defendants after filing of the suit, which they have failed to do so and as such, he submits that the trial court had not erred in coming to the finding of *bona fide* requirement of the suit premises by the plaintiff.

15. He further submits that even if assuming but not admitting that the draft lease agreement, which was exhibited as Exhibit-C was sent by the plaintiff to the defendants after filing of the suit, it does not overshadow the genuineness of the *bona fide* requirement by the plaintiff as said draft

agreement was neither signed nor agreed upon by the parties. He submits that for subsequent events to overshadow the genuineness of a need, it must be of such a nature and such a dimension that the need propounded by the plaintiff should have been completely eclipsed by the subsequent events, which is not the case in the instant case. He, therefore, submits that there is no perversity in the finding of the First Appellate Court in decreeing this suit on the ground of *bona fide* requirement. In support of his submission, learned senior counsel has cited following rulings:

(i) "***Gaya Prasad Vs. Pradeep Srivastava***" reported in "***(2001) 2 SCC 604***".

(ii) "***Sait Nagjee Purushotham and Company Limited Vs. Vimlabai Prabhulal and others***" reported in "***(2005) 8 SCC 252***".

(iii) "***Dr. Sasi Kumar Vs. Soundararajan***" reported in "(Civil Appeal No.7546-7547/2019)".

16. I have considered the submissions made by the learned counsel for both sides and have gone through the materials on record. I have also gone through the rulings cited by learned counsel for both sides in support of their respective submissions.

17. The only question to be determined in this revision petition as to whether the Appellate Court, while deciding issue No. 5 i.e., "whether the suit premises is *bona fide* requirement of the plaintiff", had arrived at a perverse finding so as to justify interference by this Court in the impugned order in exercise of its revisional jurisdiction.

18. The main contention of the learned counsel for the petitioners is that the trial court did not take into consideration the fact that the Exhibit-C, which is the unsigned draft lease agreement, was admitted to have been sent by the plaintiff to the appellants and as such the said act indicates her willingness to

continue the tenancy and that she was not in *bona fide* need of the suit premises.

19. It appears on perusal of the materials on record that the First Appellate Court held that the Exhibit-C was sent prior to filing of the suit, and therefore, plea of *bona fide* requirement of the suit premises on the date of filing of the suit cannot be negated. If we peruse the testimony of the PW-1, in the title suit, it appears that she has only stated as follows "I have sent a draft lease agreement to the defendant without any signatures." A bare perusal of the aforesaid testimony, during cross-examination of the PW-1, only indicate the fact that the PW-1 (respondent) has only admitted the fact of sending of the draft lease deed to the present appellant without any signatures. It does not indicate the time when the aforesaid lease deed was sent and it cannot be regarded that said draft lease agreement (Exhibit-C) was sent after filing of the suit. More so, when the said lease agreement is dated 1st of October, 2012, whereas the suit has been filed on the 3rd August, 2013.

20. It is also held by the Apex Court in the case of "**Sait Nagjee Purushotham and Company Limited Vs. Vimlabai Prabhulal and others**" (supra) as well as in the case of "**Pratap Rai Tanwani Vs. Uttam Chand**" (supra) that the *bona fide* requirement of the landlord has to be seen on the date of the petition, and subsequent events intervening due to protracted litigation could not be relevant. Further, as held by the Apex Court in the case of "**Gaya Prasad Vs. Pradeep Srivastava**" (supra), the subsequent event to overshadow the genuineness of the *bona fide* need, must be of such nature and of such a dimension that need propounded by the plaintiff should have been completely eclipsed by such subsequent events.

21. However, in the instant case, there is no cogent evidence on record to show that the Exhibit-C was sent by the respondent to the present appellants after filing of the suit by the plaintiff. Hence, this Court is of considered opinion that there is no perversity in the finding arrived at by the First Appellate Court that Exhibit-C having been sent prior to the filing of the suit, would not have any impact on the plea of *bona fide* requirement made by the plaintiffs. This Court, therefore, finds no merit in the instant revision petition.

22. For the discussions made as well as reasons stated in the foregoing paragraphs, the instant revision petition is dismissed.

Abhishek
Prem

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Abhishek Prem
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JUDGE

Comparing Assistant