

IN THE HIGH COURT OF JHARKHAND AT RANCHI

Second Appeal No. 72 of 2025

Pawan Kumar Jaiswal ... **...Defendant/Appellant/Appellant**
Versus
Smt. Krishna Sinha ... **...Plaintiff/Respondent/Respondent**

CORAM :HON'BLE MRS. JUSTICE ANUBHA RAWAT CHOUDHARY

For the Appellant : Mr. Prashant Pallav, Advocate
: Mr. Parth Jalan, Advocate

10/10.09.2025 Heard the learned counsel appearing on behalf of the appellant.

2. The learned counsel appearing on behalf of the appellant has submitted that a suit was filed seeking eviction on the ground of personal necessity and default in payment of rent and the suit was decreed. So far as the learned 1st Appellate Court is concerned, the judgment passed in the suit was affirmed. He submits that the memorandum of understanding was entered into between the original landlord and the appellant on 03.09.2007 (Exhibit-A) and ultimately an agreement of sale with respect to the suit property in which the appellant was a tenant was entered into on 30.10.2008 (Exhibit-E) and as per the agreement dated 30.10.2008 read with the memorandum of understanding, the defendant was not required to pay rent after September, 2007.

3. The learned counsel submits that on account of clear stipulation in the agreement of sale, the relationship of landlord and tenant ceased between the parties. However, before the agreement of sale could culminate in a sale deed as the landlord died in the month of March, 2009 and after the death of the landlord, his wife instituted the suit for eviction. The suit was filed on 23.10.2009. He submits that in the meantime, the defendants of the present case also filed a suit for specific performance of contract which was Title Suit No. 474 of 2009. He submits that the Title Suit is still pending. The prayer to amalgamate both the suits was rejected vide order dated 03.12.2014 and the order was confirmed by this court in writ petition being W.P.

(C) No. 5064 of 2015 and consequently both the suits proceeded separately.

4. The learned counsel submits that while affirming the judgment of the learned Trial Court, the learned 1st Appellate Court was of the view that the agreement of sale being un-registered could not be looked into and the same would be considered only in a suit for specific performance of contract and therefore refused to read exhibit-E, the agreement of sale, into evidence in the proceedings. The learned counsel submits that the agreement of sale per se is not compulsorily registrable. The requirement of its registration comes only when a person wants to rely on the document under Section 53-A of Transfer of Property Act. The learned counsel submits that a substantial question of law arises on this aspect of the matter.

5. After hearing the learned counsel for the appellant, this appeal is **Admitted** for final hearing on the following substantial questions of law: -

- (i) Whether the learned 1st Appellate Court while reversing the judgment was justified in refusing to consider Exhibit-E (the agreement of sale dated 30.10.2008) on the ground that it was an un-registered agreement?
- (ii) Whether the appellant ceased to be a tenant after the agreement of sale dated 30.10.2008?

6. Issue notice to the respondent in the First Appeal as well as in I.A. No. 4737 of 2025 under speed post for which requisites etc. be filed within a period of one week from today.

7. Office to track speed post-delivery and prepare appropriate office note regarding service of notice.

8. Let the records be called for from the courts concerned on the cost of special messenger to be deposited by the appellant within a period of one week from today.

9. Post this case on 07.10.2025.

10. Let this order be communicated to the court concerned through FAX.

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(Anubha Rawat Choudhary, J.)