

**IN THE HIGH COURT OF JHARKHAND AT RANCHI**

**S.A. No. 16 of 2026**

Amulya Singh, aged about 77 years, son of Raghubesh Kumar Singh  
@ late Raghubansh Kumar Singh, R/o Kothi No. 22, Marwari  
Arogya Bhawan No. 1, Baraitu Road, P.O.-Baraitu, P.S. Baraitu,  
District Ranchi, Jharkhand ... **...Defendant /Appellant/Appellant.**

Versus

Marwari Relief Society, a company registered under the Indian  
Companies Act, 1913, having its registered office at 2255/22  
Rabindra Sarnai, P.O. Chitranjan Avenue, P.S. Rabindra Sarani,  
Calcutta (Kolkata) 700073, West Bengal

**...Plaintiff/ Respondent/Respondent**

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**CORAM :HON'BLE MRS. JUSTICE ANUBHA RAWAT CHOUDHARY**

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For the Appellant : Mr. Rupesh Singh, Advocate

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**C.A.V. On 15.01.2026**

**Pronounced on 22.01.2026**

This appeal has been filed against the judgment and decree dated 23.12.2024 (decree signed on 02.01.2025) passed in Civil Appeal No. 143 of 2020 passed by learned Additional Judicial Commissioner-II, Ranchi, whereby the learned 1<sup>st</sup> appellate court has upheld the judgment dated 13.03.2020 (decree sealed and signed on 21.03.2020) passed in Eviction Title Suit No. 05 of 1991 now Original Suit No. 2343 of 2019 passed by learned Civil Judge, Junior Division-I, Ranchi whereby the Title Suit seeking eviction was allowed with charges of Rs. 22,464 as well as present, future pendentelite charges on account of maintenance charges or electricity charges.

2. The arguments of the learned counsel for the appellant on framing the substantial question of law for admission of this appeal has recorded in order dated 15.01.2026.

3. The learned counsel for the appellant has submitted that though there are concurrent findings recorded by both the courts, still the appeal is fit to be admitted for final hearing on the proposed substantial question of law mentioned in paragraph (c) and (d) which is quoted as under:-

*(C) Whether the Judgment of the Trial Court as also the First Appellate Court are perverse, having failed to appreciate that the said power of attorney has not been*

*exhibited/proved and hence the suit of the Plaintiff being a juristic person was not maintainable for want of valid authority and lawful representation, thereby both the learned Trial Court and the 1<sup>st</sup> Appellate Court have committed gross jurisdictional error in view of Order XXIX CPC.*

*(d) Whether the Judgement of the learned Trial Court and the 1<sup>st</sup> appellate court are perverse for having given the finding of default in payment of charges in favour of plaintiff without any evidence, thereby being perverse, going to the root of the basis of relief in the Suit?*

4. The learned counsel for the appellant has submitted that the suit was filed through the alleged power of attorney holder Ram Nandan Prasad but the power of attorney was never exhibited before the court and therefore the suit filed at the instance of Ram Nandan Prasad was itself not maintainable. The learned counsel submits that both the courts have not taken into consideration this aspect of the matter. He has relied upon the judgment passed by the Hon'ble Supreme Court reported in ***(2009) 10 SCC 601 (Rishab Chand Bhandari (dead) by LRS. And Another versus National Engineering Industry Limited paragraph 8 and 9*** which is quoted as under:-

“8. If we interpret the definition of “landlord” in the Act literally it will result in strange consequences. It will mean that even if the owner, who is the natural landlord, does not want to evict a tenant, his agent may do so. Surely this is an absurd situation. It is well settled that if a literal interpretation leads to absurd consequences, it should be avoided and a purposive interpretation be given.

9. In the present case the respondent has not been able to show that it was authorised in writing to act on behalf of the Trust either by a power of attorney or any other written document. Unless there is some documentary proof that the Trust had authorised its agent to file a suit for eviction on its behalf, it cannot be said that the respondent had any right to file such a suit, even though it had actually let out the premises to the appellant and collected rent. The respondent is admittedly not the owner of the premises, and only claims to be the agent of the Trust.”

5. He has also relied upon the judgment passed by the Hon'ble Supreme Court reported in ***(2011) 11 SCC 524 (State Bank of Travancore versus Kingston Computers India Private Limited)*** paragraph 14 which is quoted as under: -

“14. In our view, the judgment under challenge is liable to be set aside because the respondent had not produced any evidence to prove that Shri Ashok K. Shukla was appointed as a Director of the Company and a resolution was passed by the Board of Directors of the Company to file a suit against the appellant and authorised Shri Ashok K. Shukla to do so. The letter of authority issued by Shri Raj K. Shukla, who described himself as the Chief Executive Officer of the Company, was nothing but a scrap of paper because no resolution was passed by the Board of Directors delegating its powers to Shri Raj K. Shukla to authorise another person to file a suit on behalf of the Company.”

6. The learned counsel has further submitted that decree has also been passed with respect to the payment of Rs. 22,464 against the alleged dues. He has further submitted that the learned courts have failed to take into consideration the exhibits B series and also D series while quantifying the dues. He submits that these exhibits show payment to the electricity department and to Ranchi Municipal Corporation.

7. After going through the records of this case, this court find that the Eviction Title Suit no. 5 of 1991 was filed by the plaintiff namely Marwari Relief Society, a company registered under Indian Companies Act through Sri Ram Nandan Prasad (Assistant Manager of the company). A prayer was also made for decree of Rs. 22,464/- as arrears of maintenance charges as well as mesne profit @ Rs, 3000/- per month from the date of institution of the suit till eviction of the defendant. However, the verification of the plaint was verified by Ram Nandan Prasad, in the capacity of constituted agent and attorney of the plaintiff.

8. During the pendency of the suit, the plaintiff sought to introduce additional document by which power of attorney dated 11.01.1990 executed by the General Secretary of the plaintiff was taken on record vide order dated 21.11.2011. Some more documents were also taken by way of additional evidence by order dated 08.09.2010. These two orders i.e. order dated 08.09.2010 and order dated 21.11.2011 by which power of attorney dated 11.01.1990 was taken on record, were challenged by the defendant in the writ petition being W.P. (C) No. 430 of 2012. The writ petition was allowed and

the order of the writ court was challenged before the Hon'ble Supreme Court in Civil Appeal No. 3048 of 2019 by the plaintiff.

9. The Hon'ble Supreme Court while setting aside the order of the learned writ Court held that the plaint was filed by the power of attorney holder who is a 'duly constituted agent' and the order of the writ court was set-aside. The ultimate finding of the Hon'ble Supreme Court which is in paragraph 9 of the judgement which quoted as under: -

*“Considering the averments made in the plaint, in our view the learned Single Judge was not right in observing that there are no averments made in the plaint in respect of the documents sought to be produced through the said applications. As pointed out earlier, there is clear reference to the documents viz. agreement dated 4-8-1982 and the notice issued by the appellant-plaintiff on 19-8-1987 to the respondent for payment of arrears and calling upon him for vacating the quarters. Though the cause-title of the plaint does not state that the appellant, Marwari Relief Society is represented through Ramnandan Prasad, however, the verification of the plaint clear states that Ramnandan Prasad is a “constituted agent and attorney of the plaintiff” which in our considered view is sufficient to hold that the plaint has been filed by the power-of-attorney holder who is a duly “constituted agent”. The learned Single Judge fell in error in not keeping in view the averments made in the plaint and due verification of the plaint.” (emphasis supplied)*

10. This court is of the considered view that once the Hon'ble Supreme Court observed that in their considered view that *the plaint has been filed by the power-of-attorney holder who is a duly “constituted agent”*, there is no scope for the appellant to argue that in the absence of power of attorney being exhibited, though taken on record by a judicial order, the suit at the instance of Ram Nandan Prasad, the constituted agent and power of attorney of the plaintiff, was not maintainable.

11. This court finds that both the learned courts have considered the aforesaid aspect of the matter and the judgment of the Hon'ble Supreme Court in Civil Appeal No. 3048 of 2018 arising out of SLP (C) No. 28208 of 2018 order dated 14.03.2019 to hold that point of the

defendant with respect to power of attorney has already been decided by the Hon'ble Supreme Court. Accordingly, the power of attorney having been taken on record, though not formally exhibited, it cannot be said that suit was not maintainable at the instance of Ram Nandan Prasad. In view of the concurrent findings by both the courts with respect to power of attorney in the light of the judgement in Civil Appeal No. 3048 of 2018 arising out of SLP (C) No. 28208 of 2018 order dated 14.03.2019, arising out of the present suit, the 1<sup>st</sup> substantial question of law as suggested and quoted above, does not arise for consideration in this case.

**12.** With respect to the proposed 2<sup>nd</sup> substantial question of law as quoted above, the learned counsel for the appellant has submitted that the learned courts have failed to take into consideration Exhibit-B series and Exhibit-D series while quantifying the dues.

**13.** So far as the proposed 2<sup>nd</sup> substantial question of law is concerned, it would be relevant to refer to paragraph 34 of the trial court's judgement wherein the learned court observed that the defendant is defaulter in making payment of maintenance charges. Paragraph 34 of the Trial Court judgment is quoted as under:-

“ 34. *ISSUE NO. 1, 2,3 & 10: While deciding the main issues, this court has already held that the defendant was inducted on the premises in suit as per leave and license dated 04.08.1982 only for two months on payment of maintenance charges of Rs. 500/- and electric charges of Rs. 100/- and other establishment charges and the defendant after expiry of the said specific period i.e. from 04.08.1982 neither pay the maintenance charges nor vacated the premises and accordingly, the plaintiff issued legal notice dated 19.08.1987 by registered post with A/D. Despite the notice when the defendant neither paid maintenance charges nor vacated the premises in the suit, then the plaintiff has no option but to file the present suit. This court also finds that the defendant violated the terms of leave and license and not paid the maintenance charges to the plaintiff since 01.05.1984 and as such he is liable to pay the arrears of maintenance charges and also liable to vacate the premises in suit. Accordingly, I find that the suit is well maintainable in*

*its present form. The plaintiff got valid cause of action for the present suit and the suit is not barred by the principles of Waiver, Estoppel, Acquiescence and limitation. Further plaintiff is entitled to a decree of eviction as claimed.”*

**14.** The learned trial court has considered the evidence of the defendant examined as D.W-4 in paragraph 20 and recorded that -

- a. *In the main examination, this witness has admitted the fact that on 04.08.1981, he had acquired cottage no. 22 on monthly maintenance charge of Rs. 250/-.*
- b. *In cross-examination, he deposed that he is paying Rs. 300/- as maintenance charge to the plaintiff on the basis of which he is residing therein.*
- c. *He deposed that he took electric and water connection on his own desire in the premises being cottage no.22. This witness has further admitted the fact that he has not taken any permission from the plaintiff society for taking water and electric connection on the premises.*

**15.** Thus, the defendant himself admitted that he was staying in the premises upon payment of maintenance charges on monthly basis and had taken water and electricity connection directly from the supplier, without any permission of the plaintiff. The learned court has recorded a finding that the defendant was liable to pay electric charges of Rs. 100/- and other establishment charges to the plaintiff which did not pay to the plaintiff.

**16.** This court finds that non -payment of electric charges of Rs. 100/- and other establishment charges by the defendant to the plaintiff stood admitted by the defendant in his deposition. Further the defendant has exhibited certain electricity bills raised upon him and paid to the supplier of electricity with respect to the electricity connection taken by him and is not relatable to payment to the plaintiff. The exhibits are exhibit B series. So far as exhibit-B series are concerned, they are the electricity bills and it was the case of the defendant that he had taken the electricity connection and water connection in his own name. Therefore, it was an admitted fact from

the side of the defendant that electric charges of Rs. 100/- and other establishment charges were not paid by the defendant to the plaintiff. This aspect of the matter has been duly considered by the learned court while holding that the plaintiff was a defaulter.

17. So far as the payment of fixed maintenance charges are concerned, the learned trial court has discussed exhibit A series and held that from these receipts, the defendants wanted to prove that he was regular for payment of the maintenance charges but on perusal of these receipts, the court held that all these receipts were not issued by Ram Nandan Prasad, some receipts have been issued by Prashidh Narayan Pandey and some receipts have been issued by the stranger persons and held that the defendant failed to establish the facts that he was regular for payment of the maintenance charges during the period he claimed. Paragraph 21 is quoted as under

*21. In addition to the oral evidence, the defendant has also filed and proved exhibits. Ext. A is the receipt issued by Marwari Arogya Bhawan in favour of the defendant Amulya Kumar Singh in which the defendant had paid maintenance charge for the period of 01.02.1984 to 30.04.1984 of Rs. 975/-. Likewise, Ext. A/I is the same receipt dated 31.03.1984 by which the defendant paid maintenance charge from the period of 01. 09.1984 to 31.01.1984. Ext. A/2 is the receipt dated 06.09.1990 by which the defendant paid maintenance charges of Rs. 300/-. In the said receipt, the word without prejudice has been mentioned. Ext. A/3 to A/12 are the receipt by which the defendant paid maintenance charge for the period of 20.10.1982 to 19.11.1982, 20.11.1982 to 03.12.1983 and likewise till 06.09.1990. From these receipts, the defendants sought to brought fact and wanted to prove that he was regular for payment of the maintenance charges but on perusal of these receipts, I find that all these receipts are not issued by Ram Nandan Prasad, some receipts have been issued by Prashidh Narayan Pandey and some receipts have been issued by the stranger persons. As such on my anxious consideration, the defendant failed to establish the facts that he was regular for payment of the maintenance charges during the period he claimed.*

18. So far as exhibit D to D/3 are concerned, they were issued much after institution of the suit and they are the municipal receipts by

the Municipal Corporation on 24.04.1998 and 16.06.1996 and the learned Trial Court in paragraph 24 of the judgement held that these receipts are no relevance in the present lis.

**19.** In view of the aforesaid discussions, this court finds that exhibit B series are primarily the payment of electricity bills which the defendant had taken directly from the electricity board in his individual capacity without the consent of the plaintiff, and has nothing to do with the fixed electric charges of Rs. 100/- and other establishment charges payable to the plaintiff by the defendant. Further Exhibit D series were issued much after institution of the suit and they are the municipal receipts issued by the Municipal Corporation on 24.04.1998 and 16.06.1996 and it has been rightly held that these receipts are no relevance in the present lis.

**20.** This court finds it was the specific case of the plaintiff that the defendant was liable to pay maintenance charges @ Rs. 500 per month and further electric charges of Rs. 100/- and other establishment charges and the defendant had not paid the charges since 01.05.1984 and therefore a sum of Rs. 54,288/- was due. Since the dues till the period of August, 1988 was time barred, therefore the suit was filed for only Rs. 22,464/- in connection with the dues. This fact is apparent from paragraph 3 of the trial court's judgment. This court also finds that the learned Trial Court after considering the materials on record held that the defendant was a defaulter since 01.05.1984 and directed payment of only 22,464/-.

**21.** The learned 1<sup>st</sup> appellate court also held that the defendant was a defaulter after 01.04.1984. The learned 1<sup>st</sup> appellate court has discussed all the materials on record and come to concurrent findings on facts.

**22.** This court finds that oral and documentary evidences have been taken into consideration to come to a finding of default since 01.05.1984. This court finds no perversity in the matter of appreciation of evidences placed on record. In the light of the arguments made, no question of law, much less any substantial question of law including the two proposed questions as suggested by

the learned counsel for the appellant during the course of arguments and also recorded in the order dated 15.01.2026 arises for consideration in this case. This court has gone through the impugned judgements of concurrent findings and is of the view that no substantial question of law arises for consideration.

**23.** Accordingly, this appeal is dismissed.

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

**(Anubha Rawat Choudhary, J.)**

Dated: 22.01.2026

Uploaded on: 22.01.2026

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