

IN THE HIGH COURT OF JHARKHAND AT RANCHI

S.A. No. 102 of 2025

Subhash Chandra Poddar, aged about 69 years, S/o Late Kishan Lal Poddar, R/o North Market Road, Upper Bazar, P.S. Kotwali Town, P.O. GPO, Dist. Ranchi **Defendant/Appellant/Appellant**

-Versus-

Anant Prakash Gupta, S/o Sri Om Prakash Gupta, aged about not known to the Appellant, Upper Bazar, P.S. Kotwali Town, P.O. GPO, Dist. Ranchi **Plaintiff/Respondent/Respondent**

CORAM: HON'BLE MRS. JUSTICE ANUBHA RAWAT CHOUDHARY

For the Appellant	: Mr. Sumit Kumar Chatterjee, Advocate Ms. Amrita Singh, Advocate Mr. Parth Jalan, Advocate Mr. Aryan Anurag, Advocate
For the Respondent	: Mr. Rahul Kumar Gupta, Advocate Mr. Shubham Kumar, Advocate Mr. Surya Prakash, Advocate Ms. Swati Singh, Advocate Mr. Rakesh Kumar Singh, Advocate

13/19th January 2026

1. Heard the learned counsel for the parties.
2. This appeal has been filed against the judgment dated 26.06.2025 (decree signed on 04.07.2025) passed by the learned Additional Judicial Commissioner-I-cum-Special Judge, PMLA, Ranchi in Civil Appeal No. 43 of 2019, whereby the appeal has been dismissed. The trial court's judgment is dated 07.01.2019 (decree signed on 21.01.2019) passed by the learned Munsif, Ranchi in Eviction Title Suit No. 22 of 1999, whereby the suit was decreed in favour of the plaintiff.
3. The defendant has lost in both the courts and has filed this second appeal.
4. This appeal was admitted vide order dated 12.08.2025 on the following substantial questions of law: -

(i) Whether the judgement passed by the learned Courts is vitiated on account of courts travelling beyond the pleadings of the respective parties?

(ii) Whether the judgment of Title Suit No. 125 of 1989 could be used to rely on the evidence of the Defendant (Appellant) in absence of certified copy of the deposition and whether statements recorded in the judgment can be treated to be an admission?

(iii) Whether the learned courts have erred in relying upon the unregistered compromise decree passed in F.A. No. 268 of 1995 (R) and holding that there is no need of attornment of tenancy without properly considering that the deed of compromise was hit by Section 17 of the Registration Act and inadmissible in evidence?

Arguments of the appellant on 3rd substantial question of law

5. The learned counsel for the appellant, at the threshold, has addressed this Court with respect to **3rd substantial question of law** and has submitted that the unregistered compromise decree passed in F.A. No. 268/1995 (R) was compulsorily registrable under Section 17 of the Registration Act and the same having not been registered was inadmissible in evidence. He submits that the compromise decree was one of the materials which was taken into consideration to hold that the plaintiff had title over the property, while deciding the issue on the point of landlord-tenant relationship.

6. The learned counsel has placed the compromise decree passed in F.A. No. 268/1995 (R) which was marked as Exhibit-7 before the learned trial court. He has referred to the terms of compromise and has submitted that by virtue of the compromise, there has been certain monetary transaction between the plaintiff and the purchasers of the property from one Smt. Byaso Devi who was respondent no. 2 in the First Appeal. The learned counsel submits that by virtue of this compromise decree, there is transfer of title and therefore the same was compulsorily registrable. He has referred to the judgment passed by the Hon'ble Supreme Court in the

case of *Bhoop Singh vs. Ram Singh Major & others* reported in (1995) 5 SCC 709 and has referred to paragraph 17 thereof.

7. The learned counsel for the appellant while advancing his argument on the point of attornment of tenancy and also landlord-tenant relationship, has referred to the compromise decree and submits that although there were several purchasers including Anant Prakash Gupta (the alleged landlord in the present case) from Byaso Devi, but it was only in connection with one of the purchasers, namely, Shiv Kumar Gupta it was specifically mentioned that Shiv Kumar Gupta will be entitled to realize rent from the tenants in occupation of the properties in suit including all arrears of rent and he shall also be entitled to file suits and proceedings for their ejectment. He has referred to clause-2(f) of the joint compromise petition which ended in compromise. Clause 2 (f) of the terms of compromise is quoted as under: -

“(f) That the purchaser Shiv Kumar Gupta from respondent nos. 2 and 3 shall also be entitled to realise rent from the tenants in occupation of the properties in suit including all arrears of rent and shall also be entitled to file suits and proceedings for their ejectment and for determination of fair rent without any let, hinderance, interruption claim or demand by or from the appellants and the respondent no. 1, 1(a), 2 and 3 or any person claiming through or under them.”

8. The learned counsel for the appellant has submitted that had there being any tenant over the suit property involved in this case, it would have been definitely mentioned in the joint compromise petition itself that Anant Prakash Gupta would also be entitled to realize rent from the defendant of the case, namely, Subhash Chandra Poddar. He submits that this itself goes to show that there was never any landlord-tenant relationship between Anant Prakash Gupta and Subhash Chandra Poddar.

9. The learned counsel for the appellant has then referred to *exhibit-6*, which is the sale-deed executed by Byaso Devi in favor of Anant Prakash Gupta which involves the suit premises involved in the present case and has referred to internal page-6 of the sale-deed to submit that it was

specifically mentioned therein that the property so transferred through the sale-deed was free from all encumbrances, trusts, liens, lis-pendence, tenancies. He submits that this itself indicate that the defendant in the present case was never a tenant of Byaso Devi and therefore was not a tenant of Anant Prakash Gupta who had purchased the suit property from Byaso Devi. The relevant extract of the aforesaid clause of the sale deed is quoted as under:-

“AND the VENDOR do hereby covenants with the PURCHASER that the properties hereby conveyed, sold and transferred absolutely and forever are free from all encumbrances, trusts, liens, lispendence, tenancies, attachments, demands and executions, charges, claims, whatsoever, and the VENDOR has not done anything whereby the property may be subject to attachments or liens of any kind of court or person and that the VENDOR has indefeasible right and title to sell the same to the PURCHASER.....”

Arguments of the respondent on 3rd substantial question of law

10. The learned counsel for the respondent, while opposing the argument of the appellant on the 3rd substantial question of law, has submitted that by virtue of compromise, no title is created in favor of the purchasers from Byaso Devi, inasmuch as, the recital of the compromise itself reveals that the suit property was already transferred by Byaso Devi in favor of various purchasers through registered deeds and the said purchasers already had the absolute right, title, interest and possession with respect to the properties purchased by them. He submits that since there was no transfer of title by virtue of compromise decree, the same was not compulsorily registered and he submits that the aforesaid judgment cited by the learned counsel for the appellants in fact is in favor of the respondent. The learned counsel submits that the compromise decree was not creating any right for the first time in favor of the purchasers from Byaso Devi.

11. On the point of attornment of tenancy, the learned counsel for the respondent has submitted that the plaintiff issued legal notice to the

defendant to pay the rent and Byaso Devi also requited the defendant to pay the rent but the defendant did not pay the rent. The law is well settled that attornment by tenant is not necessary.

Findings of this court on 3rd substantial question of law

12. After hearing the learned counsel for the parties on the point of 3rd substantial question of law and upon going through the compromise decree which was marked exhibit-7 by the learned trial court, this Court finds that the compromise decree itself reveals that the property was already sold by Byaso Devi by way of registered sale-deed and thus there was no creation of any fresh title in favor of the purchasers from Byaso Devi by virtue of the compromise decree. The deeds in favor of the purchasers were already registered. The clause A of the terms of Compromise is quoted as under: -

“(A) That the entire properties in suit have already been sold by Smt. Byso Devi respondent no. 2 to Smt. Sumitra Gupta Sri Satya Prakash Gupta, Shri Anant Prakash Gupta, Shri Ved Prakash Gupta and Smt. Indu Gupta and Shri Sheo Kumar Gupta through registered deeds of sale as well as by Gauri Devi respondent no. 3 to Smt. Dulli Devi through registered deeds of sale and the said purchasers have absolute right and title, interest and possession over the respective properties purchased by them. The said purchasers shall continue to hold and possess the properties acquired by them through registered deeds of sale executed by respondent no. 2 and 3 and neither the plaintiffs/appellants nor the heirs of the deceased respondent no. 1 Dilawar Singh, namely, Smt. Harbans Kaur widow of late Dilawar Singh and Harjit Singh son of Late Dilawar Singh nor his heirs, successors and legal representatives shall have any right, title, interest and any manner of concern with respect to the properties in suit.”

13. In the judgment passed by the Hon’ble Supreme Court in the case of ***Bhoop Singh (Supra)***, it has been observed in paragraph-17 that it would be the duty of the court to examine in each case whether the parties have pre-existing right in the immovable property or whether under the order or decree of the Court one party having right, title or interest therein agreed or suffered to extinguish the same and created right, title or interest

in praesenti in immovable property for the first time through compromise.

Paragraph 17 of the judgement is quoted as under: -

“17. It would, therefore, be the duty of the court to examine in each case whether the parties have pre-existing right to the immovable property, or whether under the order or decree of the court one party having right, title or interest therein agreed or suffered to extinguish the same and created right, title or interest in praesenti in immovable property of the value of Rs 100 or upwards in favour of other party for the first time, either by compromise or pretended consent. If latter be the position, the document is compulsorily registrable.”

14. This Court finds from the perusal of the terms of compromise including that clause in the compromise quoted above, that the property was already transferred prior to the compromise by way of registered deeds. The property having already been transferred in favor of the purchasers, the compromise decree was not creating any right, title, interest in favor of the purchasers for the first time through compromise decree. Accordingly, this Court is of the considered view that the compromise decree (exhibit-7) neither extinguished nor created any right, title or interest in praesenti in immovable property for the first time through compromise and accordingly it is held that the compromise decree was not compulsorily registrable.

15. ***The 3rd substantial question of law is accordingly answered against the appellant and in favor of the respondent. So far as the point of attornment which have been mentioned in 3rd substantial question of law, is concerned, the same will depend upon the point as to whether land lord tenant relationship has been established between the parties which is related to the other two substantial questions of law and will be considered along with the said questions.***

Arguments with respect to 1st and 2nd substantial question of law

16. With respect of 2nd substantial question of law, the learned counsel for the appellant has referred to paragraph 22 of the judgment passed in Title Suit No. 125/1989 which ultimately ended in compromise at the 1st appellate stage. He submits that the learned trial court in the present case

has selectively quoted from paragraph 22 of the said judgment and upon reading of the entire evidence as recorded by the court in Title Suit No. 125/1989 to the extent it discusses the evidence of Subhash Chandra Poddar, the evidence of Subhash Chandra Poddar (*the defendant of the present case*) was not accepted by the court in Title Suit No. 125/1989. The learned counsel submits that if the plaintiff of the present case wanted to rely upon the evidence of Subhash Chandra Poddar (*the defendant of the present case*) deposed in the said Title suit No. 125/1989, then the certified copy of the deposition ought to have been brought on record and the defendant ought to have been confronted with such statement. The learned counsel has referred to Section 145 of the Evidence Act. The learned counsel submits that recording of the learned trial court in Title Suit No. 125/1989, that too selectively, without bringing on record the actual deposition, the same cannot be held to be an admission on the part of the Subhash Chandra Poddar (*the defendant of the present case*) that he was a tenant under Guru Bux Kaur and Dilawar Singh.

17. While referring to the 1st substantial question of law, the learned counsel has submitted that the defendant never pleaded in the written statement that he was the tenant of Guru Bux Kaur and Dilawar Singh and no such pleading was there in the plaint also. Such discussion and finding of the learned trial court in relation to the aforesaid is beyond the pleadings of the parties and such evidence was not admissible in law. It is submitted that on this count, the 1st substantial question of law is also fit to be answered in favor of the appellant.

Arguments of the respondent (plaintiff)

18. The learned counsel for the respondent has fully placed the evidence of the plaintiff Anant Prasad Gupta and submitted that the point as to who was the title holder of the suit property, including Byaso Devi and consequently, the plaintiff, was directly in issue and the dispute involved in connection with Title Suit No. 125/1989 which ended in a compromise was also under consideration. He has submitted that in

eviction suit under tenancy laws, only prima-facie title of the plaintiff - landlord is required to be seen.

19. The learned counsel for the respondent has submitted that there was sufficient pleading from the side of the plaintiff that the defendant was a tenant in the suit property and further that the plaintiff had purchased the suit property from Byaso Devi and he was already in the property in the capacity of a tenant. He has further submitted that in the earlier suit being Title Suit No. 125/1989, the defendant herein was a witness in the capacity of a tenant.

20. The learned counsel has further submitted that the defendant in the present case denied the relationship of landlord and tenant and claimed adverse possession with respect to the suit property without even disclosing that according to him, who was the true owner of the property. He further submits that since the defendant claimed adverse possession, admittedly, he was not claiming title otherwise and the title was with somebody else even as per the written statement of the defendant. Both the learned courts have rejected the plea of the defendant with respect to adverse possession.

21. Thus, admittedly, title was not with the defendant. Consequently, the plaintiff proved the title over the suit property through Byaso Devi by virtue of registered sale deed of the year 1990 and claimed that the defendant was the tenant on the property. This was followed by issuance of notice to the defendant to pay the rent to the plaintiff and Byaso Devi also verbally informed the defendant to pay the rent to the plaintiff. Byaso Devi could not be examined as she had already expired.

22. The learned counsel has then placed the evidence of the plaintiff Anant Prakash Gupta and has submitted that although there is no documentary evidence with respect to tenancy, but there is sufficient oral evidence that the defendant was a tenant under Byaso Devi. The learned counsel has further submitted that irrespective of whether the defendant was a tenant under Byaso Devi or under Guru Bux Kaur / Dilawar Singh,

the fact that the plaintiff was a tenant over the suit property has been fully established through evidence.

23. The learned counsel has then referred to the judgment passed by the Hon'ble Supreme Court reported in *(2024) 18 SCC 677* and referred to paragraph 25 and 26 to submit that even if it was not specifically pleaded in the plaint that the plaintiff was a tenant under Guru Bux Kaur /Dilwar Singh/Byaso Devi, but the fact that the defendant was a tenant over the suit property was specifically pleaded and hence it cannot be said that there was no sufficient pleading. He submits that the parties knew that the status of the plaintiff over the suit property was involved in the trial and they have led their respective evidence. The defendant claimed adverse possession and did not otherwise claim title in himself and simply denied the relationship of landlord and tenant between the parties. In such circumstances, it cannot be said that the court has gone beyond the pleadings and accordingly, he submits that the 1st substantial question of law be decided in favour of the respondent.

24. *With respect to 2nd substantial question of law*, it is not in dispute that the evidence of the defendant as recorded in the capacity of witness in Title Suit No. 125/1989 was neither placed in the present Title Suit proceedings nor the defendant was confronted with any of his previous statement during his evidence with regard to the status of the defendant over the suit property. Even the recording of the evidence of the defendant in the Title Suit No. 125/1989 as a witness as recorded in the judgment passed in Title Suit No. 125/1989 was not confronted to the defendant in this case and that ultimately the learned trial court in Title Suit No. 125/1989 also did not believe the evidence of the present defendant as witness in Title Suit No. 125/1989.

25. The learned counsel has fairly submitted that the discussions with regard to evidence of the defendant in the capacity of a witness as recorded in the judgment passed in Title Suit No. 125/1989 cannot be taken into account particularly in view of the fact that the suit itself ended

in a compromise at the appellate stage. However, he submits that the stand of the defendant in the previous Title Suit No. 125/1989 in his evidence that he was a tenant over the suit property cannot be ignored. It is immaterial as to whether he was the tenant under Byaso Devi or he was a tenant under Guru Bux Kaur / Dilawar Singh.

26. The learned counsel submits that the plaintiff has been sufficiently able to prove that the defendant was a tenant over the suit property and it is immaterial as to who was the original landlord whether Byaso Devi or Guru Bux Kaur or Dilawar Singh.

27. The learned counsel submits that once the status of the defendant is proved that he was a tenant, the plaintiff being the title holder of the suit property by way of registered deed of sale executed by Byaso Devi in the year 1990 and her title over the suit property was confirmed in compromise at appellate stage, the impugned judgment holding that there was relationship of landlord and tenant between the plaintiff and the defendant does not call for interference and such finding cannot be said to be beyond the pleading even if the evidence of the defendant as recorded in Title Suit No. 125/1989 is not taken into account.

28. The learned counsel has fully placed the evidence of the plaintiff Anant Prakash Gupta and has submitted that it was specifically stated in his evidence that the defendant was the tenant of Byaso Devi at monthly rent of Rs. 60/- and the witnesses have been sufficiently cross-examined by putting question relating to Guru Bux Kaur/Satpal Singh/Dilawar Singh. He has also submitted that in the Special Act relating to land lord tenant relationship, the court has to only prima-facie see the title once it is disputed and the finding with regard to title under Special Act and record findings.

29. The learned counsel for the respondent has submitted that the learned courts have rightly considered the materials on record and have held that there was land lord tenant relationship between the parties and

law is well settled that attornment of tenancy is not required under law.
The learned counsel has also submitted that the appeal be dismissed.

30. Arguments concluded.

31. Judgment is reserved.

(Anubha Rawat Choudhary, J.)

Dated: 19.01.2026

Mukul/-