

FORM NO. (J) 3

HEADING OF JUDGMENT ON APPEAL.

District :- Bongaigaon.

IN THE COURT OF CIVIL JUDGE, BONGAIGAON.

Present :- Sri S. Das.
Civil Judge,
Bongaigaon.

Tuesday, the 12th day of November, 2013.

Title Appeal No. 8 of 2009.

from the Judgment & Decree of.....

Munsiff of Bongaigaon and made in

Title Suit No. 15 of 2006.

1. Smt Anima Dey

Appellant

VERSUS

1. Sri Krishna Das Saha

Respondent

The appeal coming on thisday or having been heard on
(Give date or dates) 23.9.2013.

In the presence of -

Mr. D. C. Nath.

Advocate for Appellant

Mr. D. J. Mukherjee.

Advocate for Respondent

And having stood for consideration to this 12th day of
November, 2013, the Court delivered the following Judgment :-

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12/11/2013
Civil Judge,
Bongaigaon.

::::: J U D G M E N T :::::

1. This Title Appeal has been preferred against the Judgment and decree dated 27.8.2009 passed by learned Munsiff, Bongaigaon in Title Suit No. 15/2006.

2. The facts giving rise to this appeal are as under :

Case of the plaintiffs

The plaintiff is the owner of the premises covered by patta no.9 (old)/7(new), dag no. 511(old) and 115 (new) situated in village Bongaigaon town, part V under Bongaigaon revenue circle in the district Bongaigaon. The plaintiff alleges that she entered into an agreement in respect of the suit premises on 25.1.2002 at a monthly rent of Rs. 3000/- with effect from 1st February, 2002 and the monthly rent in respect of the suit premises is payable within the 7th day of the subsequent month. In pursuant to the aforesaid tenancy between them the defendant paid Rs. 50,000/- as security at the time of taking over the possession of the suit premises. It was stipulated in the agreement that plaintiff would refund the said security amount on expiry of the tenancy period after three years on 31.1.2005. The defendant in pursuant to the tenancy agreement continued to hold the possession of the suit premises with effect from 1.2.2002 and was paying the rent regularly to the plaintiff which is acknowledged by the plaintiff by issuing rent receipts to the defendant. It is alleged that the defendant failed to pay the house rent for the month of July, 2003 without any reasonable cause. However, the defendant again started to pay the rents regularly from the month of August, 2003 till January, 2005. The plaintiff further alleges that on 16.1.2005 the plaintiff asked the defendant to vacate the suit premises by 1.2.2005 positively as the term of the tenancy was going to expire on 31.1.2005. It is further alleged that the defendant refused to vacate the suit premises and intimated his intention to the plaintiff when he went to the plaintiff for paying rent for the month of January, 2005.

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12/11/2013
Civil Judge,
Bongaigaon.

