

(2016) 08 MP CK 0012

MADHYA PRADESH HIGH COURT

Case No: S.A. No. 283 of 2016

Ashok s/o Kashiram Bundele

APPELLANT

Vs

Vimla Bai @ Vimal Bai

RESPONDENT

Date of Decision: Aug. 9, 2016

Acts Referred:

- Madhya Pradesh/Chhattisgarh Accommodation Control Act, 1961 - Section 12(1)(a)

Citation: (2016) 4 MPLJ 187

Hon'ble Judges: Smt. Nandita Dubey, J.

Bench: Single Bench

Advocate: A.D. Mishra, Advocate, for the Appellant; Shushil Kumar Tiwari, Advocate, for the Caveator

Final Decision: Dismissed

Judgement

@JUDGMENTTAG-ORDER

Smt. Nandita Dubey, J.—Shri A.D. Mishra, Counsel for the appellant.

Shri Shushil Kumar Tiwari, learned counsel for the caveator.

2. Heard on the question of admission.

3. This appeal is filed by the appellant/defendant being aggrieved by the judgment and decree dated 15.02.2016 passed by 2nd Additional District Judge, Betul in Civil Appeal No. 4-A/2015 (Ashok and another v. Vimla Bai @ Vimal Bai & Others) arising out of judgment decree dated 16.12.2014 passed by 3rd Civil Judge Class-II Betul in Civil Suit No. 33-A/2013 whereby the suit filed by the plaintiff was decreed.

4. Present suit for eviction has been filed by the respondent/plaintiff on the ground of bona fide requirement under Section 12(1)(a) of M.P. Accommodation Control Act, 1961.

5. The suit was resisted by the appellant/defendant stating that an agreement to sale has been executed by the land-lord in 21.11.1989 and on the basis of which he was put in possession. Alternate plea of adverse possession was also raised on the ground of long possession over the suit premises. It was also his contention that the suit premises is not required bona fide by the respondent/land-lord as there is an alternate accommodation available to him.

6. Both the Courts below after considering the facts and evaluating the oral as well as documentary evidence that has come on record, recorded the concurrent finding to the effect that the suit premises was bona fide required by the son of the plaintiff for his Kirana business. It was also the finding of the Courts below that the agreement of sale dated 21.11.1989 did not create any title in favour of the appellant/tenant and the plea of adverse possession was also found baseless holding that the possession of defendant/appellant was permissive and his status was as tenant only.

7. Even before this Court, learned Counsel for appellant failed to show any documents from which he could prove his title over the disputed premises. The contention of learned Counsel for the appellant that since the agreement of sale was executed and the full amount was paid by him, and he was put in possession his title can not be disputed.

8. It is settled law that the agreement of sale does not create title in favour of any person. It is evident from record that appellant/defendant has made no efforts to get the sale deed registered, nor take any action in pursuance of the agreement to sale.

9. In view of the aforesaid findings, I do not find any perversity or illegality in the findings recorded by the Courts below, so as to warrant interference from this court. No substantial question of law arises for consideration in this second appeal.

10. The appellant/tenant is granted six months time from today to handover the vacant possession of the suit premises to the respondent/plaintiff. With the aforesaid direction this appeal is dismissed.