

Assam Schedule VII. Form No. 132

HIGH COURT FORM NO.(J)2

HEADING OF THE JUDGMENT IN ORIGINAL SUIT

DISTRICT : UDALGURI

IN THE COURT OF MUNSIFF, UDALGURI, BTR, ASSAM

Present: Ms. Karabi Das,AJS.

Title Suit No. 03 of 2018

Dated : 4.12.21

Sri Anand Kumar Sah

S/o- Sri Ram Narayan Sah

R/o- Tangla Town, Ward No. 4

Mouza- Dakua

P.S- Tangla, District- Udalguri.**Plaintiff.**

-Versus-

Sri Nirmal Kumar Paul

S/o: Late Anath Paul

R/o- Village-Borjallah

Mouza- Dakua

P.S- Tangla, District- Udalguri.**Defendant**

This suit having been heard on 20.11.21 in the presence of:-

Mr. Miya Gias and Sri Bhaskar SarmahAdvocates for the Plaintiff

Sri Ranjan Kumar Bharadwaj Advocate for the Defendant

and having stood for consideration to this day, this court delivered the following judgment:

JUDGMENT

1. This is a suit for ejection and realization of rent.

Case of the Plaintiff

2. The Plaintiff is a businessman and he purchased the Schedule A property consisting of a RCC building from its owner Smti Sapna Saharia Deka vide a registered sale deed dated 26.9.16 for the purpose of running his business. The possession of the Schedule A property was handed over to the plaintiff on on 26.9.16 itself.
3. The RCC building consists of a ground floor and the first floor. Both the floors were let out on rent by Smti Sapna Saharia Deka, the vendor of the plaintiff, to different tenants including the Defendant. The front room of the ground floor was let out to the Defendant. Schedule B is the tenanted premise.
4. The vendor of the plaintiff and the Defendant executed a tenancy agreement for the period of October, 2014 to September, 2015 and the monthly rent was fixed at Rs. 1800/- (rupees eighteen hundred).

5. However, the defendant continued his possession of the tenanted premise even after the expiry of the said agreement. Upon the sale of the Schedule A land on 26.9.16 which consists the tenanted premise, vide a notice dated 26.9.16 the tenants of the RCC building were informed by the plaintiff about the sale of the Schedule A property by Smti Sapna Saharia Deka and all the tenants including the Defendant were asked to vacate the rooms occupied by them in the RCC building within six months from 26.9.16. The tenants were to continue paying the rent, to Smti Sapna Saharia Deka upto April, 2017 and thereafter the same was to be collected by the Plaintiff himself.
6. Upon receipt of the notice dated 26.9.16 two of the tenants vacated the rooms occupied by them, however, the defendant did not vacate the Schedule B premise.
7. Finding no other way out, the Plaintiff approached the Circle Officer, Harisinga Revenue Circle, who issued a notice dated 27.11.17 to the Defendant, informing him that the Schedule A property was already transferred in the name of the Plaintiff and the Defendant was directed to vacate the Schedule B premise within seven days from the date of the receipt of the notice dated 27.11.17.
8. The Defendant replied to the said notice on 30.11.17 wherein he refused to accept the Plaintiff as his landlord and stated that the monthly rent was not accepted by the vendor of the plaintiff, for six months i.e from the month of May, 2017.

9. Accordingly, the plaintiff claims that the Defendant is a defaulter in payment of rent since May, 2017 and as the Schedule B premise is required by him for running his business, hence he has a bona fide requirement in his favour.
10. The Plaintiff, therefore, prays for -
- i. ejecting the defendant from the Schedule B premise,
 - ii. realization of arrear rent from the month of May, 2017 up to February, 2018 with interest,
 - iii. realization of the rent of Rs. 1800/- per month from the month of March, 2018 till the Defendant vacated the Schedule B premise and
 - iv. Permanent injunction and other reliefs.

Case of the Defendant

11. The claims made in the plaint were resisted by the Defendant in his written statement. According to the Defendant, an amount of Rs. 60,000/- (rupees sixty thousand) was deposited to the vendor of the plaintiff as security amount.
12. As per the Defendant only two agreements were executed by him. The first agreement was executed on 1.4.2005 and the next one was executed on 26.10.2014 with the vendor of the plaintiff.
13. The Defendant claims that on April, 2017 the vendor of the plaintiff stated before him that she was willing to sell the Schedule B

premise and if the Defendant wishes to purchase it, he would be given preference.

14. On 23.5.17, the vendor of the plaintiff collected the rent for the month of April, 2017 and a time period of six months was given by her to him for arranging the money to purchase the tenanted room. However, on June, 2017 she did not come for collection of the rent for the month of May 2017 and when the Defendant approached her she stated that she would take the rent at the time of the sale of the Schedule B premise.
15. On July, 2017 the Defendant, again approached the vendor of the plaintiff, however, she advised him to arrange the price money for purchasing the Schedule B premise by November-December, 2017.
16. On 17.11.17 when the Defendant again asked the vendor of the plaintiff to make a final settlement regarding the sale of the Schedule B premise she stated that, she had altered her decision. The defendant further states that from May, 2017 upto October, 2017, though he requested the vendor of the plaintiff to accept the rent, as she refused to accept it, and as such the same could not be paid by him. From March, 2018 the defendant is depositing the rent in the court.
17. The Defendant further states that the Schedule B premise was let out to him by the father of the vendor of the plaintiff and he has been occupying the same since last fifteen years for running his shop.

18. Further, the Defendant states that he has not been informed about the sale of the Schedule B premise to the Plaintiff.
19. Accordingly, the Defendant prays for dismissing the suit.

Framing of Issues

20. The following issues were framed by my Learned Predecessor for the adjudication of the suit –

ISSUES

1. Whether the suit filed by the plaintiff is maintainable in its present form ?
2. Whether there is any cause of action for filing this suit ?
3. Whether the suit is barred by law of limitation?
4. Whether the defendant had got the knowledge about the purchase of Schedule A property by the plaintiff ?
5. Whether there is bonafide requirement of the tenanted premises for the plaintiff to carry on his own business ?
6. Whether the Defendant is defaulter in payment of rent to the plaintiff ?
7. Whether the defendant is liable to be ejected from the suit premises ?
8. Whether the plaintiff is entitled for realization of arrear rent from the month of May, 2017 to February, 2018 @ Rs. 1800/- per month with interest and also future rent at the same rate till vacation of the suit premises by the defendant ?
9. To what relief the plaintiff is entitled/ and or entitled to ?

21. **Discussion, Decision and Reasons thereof :-**

The Plaintiff adduced evidence of two witnesses and also exhibited the following documents :

Ext 1- is the certified copy of the sale deed dated 26.9.16

Ext 2- is the copy of tenancy agreement.

Ext3- is the notice dated 26.6.16.

Ext4- is the application filed before the Harisinga Revenue Circle Office.

Ext4(1) is the signature of the Pw1 (Plaintiff)

Ext 5- is the notice issued to the Defendant by the Harisinga Circle Office

Ext6- is the reply dated 30.11.17 submitted to the Harisinga Circle Office by the Defendant.

Ext7, Ext 8 and Ext 9 are the trade licenses issued by the Tangla Town Committee in favour of the Pw1 (Plaintiff)

Both Pw1 and Pw2 have been cross-examined by the Defendant side.

Defendant adduced the evidence of himself as DW1. He has been cross-examined by the Plaintiff side. Dw2 did not turn up for cross-examination. The following documents have been filed by the Defendant-

Ext A- is the trade license.

Ext B- is the house-rent agreement.

Ext B(1) is the signature of the Dw1 (Defendant)

Ext B(2) is the signature of Smti Sapna Saharia Deka

22. I have gone through the record and the documents submitted. I have also heard the learned counsel for the Plaintiff as well as the defendant.

Issue No. 1 :: Whether the suit filed by the plaintiff is maintainable in its present form ?

- i. The Defendant has claimed that the suit is not maintainable due to non-joinder and mis-joinder of Necessary Parties. However, the Defendant has not stated anything in his written statement as to, who are the parties, whom the plaintiff has failed to implead or has wrongly impleaded.
- ii. The plaintiff has relied on the Judgment of the Hon'ble Supreme Court in Kanaklata Das & Ors Vs. Naba Kumar Das & Ors. (2018) 2 SCC 352, wherein it has been held that "in an eviction suit filed by the plaintiff (landlord) against the defendant (tenant) under the State Rent Act, the landlord and the tenant are the only necessary parties. In other words, in a tenancy suit, only two persons are necessary parties for the decision of the suit, namely, the landlord and the tenant.
- iii. In the present suit Pw2 (vendor of the plaintiff) deposed that she sold the Schedule A land including the tenanted premise to the plaintiff vide the registered sale deed dated 26.9.16.
- iv. Hence, in view of the aforementioned Judgment of the Hon'ble Supreme Court and the facts of this suit it is found that the suit is maintainable and accordingly, the **Point for Determination**

No. 1 is decided in affirmative and in favour of the plaintiff.

Issue No. 2 :: Whether there is any cause of action for filing this suit?

- i. Cause of action may be said to be the breach or violation of any alleged right for which a suit is brought. In the present suit the Plaintiff asserted that the Defendant is a defaulter in payment of his monthly rent from the month of May, 2017. However, on the other hand the defendant refuses to accept the plaintiff as his landlord and claims that the vendor of the plaintiff did not accept the rent though he requested her to collect it and hence he claims that he is not a defaulter.
- ii. As such, it appears that there exists material proposition of facts asserted by one party and denied by the other, which shows that there is a cause of action for the suit. **This issue is thus decided in affirmative and in favour of the Plaintiff.**

Issue No. 3 :: Whether the suit is barred by the law of limitation?

- i. The Plaintiff has claimed that a tenancy agreement was executed between his vendor and the Defendant for the period of October, 2014 upto September, 2015. The Defendant has also admitted in his written statement about the execution of the said agreement.
- ii. Article 67 of the Indian Limitation Act, 1963, prescribes a limitation of 12 years from the date of the determination of the tenancy for a landlord to file a suit against the tenant to recover possession.

- iii. The tenancy was determined on September, 2015 and the suit was filed on 27.3.18.
- iv. As the suit is filed within 12 years from the date of determination of the tenancy, hence, it cannot be held to be barred by limitation.
- v. In the light of the foregoing discussion, I find that the suit has been filed within time and **as such, Issue No. 3 is decided in negative and in favour of the Plaintiff.**

Issue No. 4 :: Whether the defendant had got the knowledge about the purchase of Schedule A property by the plaintiff ?

- i. In **Dhanpal Chettiar vs. Yesodai Ammal, AIR 1979 1745**, a seven Judges Bench of the Hon'ble Supreme Court held that in order to get a decree or order of eviction against a tenant under any State Rent Control Act it is not necessary to give notice under Section 106 of the Transfer of Property Act.
- ii. Further, in the present suit, the Defendant (DW1) during his cross-examination deposed that he had received the notice dated 27.11.17 (Ext 5) from the Harisinga Revenue Circle, wherein it was mentioned that Smti Sapna Saharia Deka (plaintiff's vendor) sold the schedule property to the plaintiff.
- iii. Upon perusal of the Ext 5 it appears that the Defendant was informed about the purchase of the Schedule A property and was directed to vacate the Schedule A premise which also includes the Schedule B premise, within seven days of the receipt of the notice

- i.e Ext-5. Defendant (Dw1) deposed during his cross-examination that he replied to the Ext-5 on 30.11.17.
- iv. This implies that the Defendant had the knowledge that the Schedule A property was sold by Smti Sapna Saharia Deka to the plaintiff.
 - v. **Hence, Issue Nos. 4 is decided in affirmative and in favour of the Plaintiff.**

Issue No. 5 :: Whether there is a bona fide requirement of the tenanted premises for the plaintiff to carry on his own business ?

- i. The Defendant has admitted in his written statement as well as on his evidence on affidavit that he was a tenant to the vendor to the Plaintiff. However, he denies to accept the plaintiff as his landlord.
- ii. Upon perusal of the Exhibit 1 it appears that the Schedule A land which includes the Schedule B premise had been sold by Pw2 to the Pw1 (Plaintiff). Further, Pw2 herself in her evidence-on-affidavit stated that she had sold the Schedule A land alongwith the Schedule B premise to the Plaintiff (Pw1).
- iii. This implies that the Defendant was a tenant initially under the vendor of the plaintiff i.e Pw2 and afterwards when the plaintiff became the owner of the land by dint of purchase from Pw1, he became the landlord and defendant was a tenant under him.
- iv. Section 5 (1) of the Assam Urban Areas Rent Control Act, 1972, provides that, no order or decree for the recovery of possession of any house shall be made or executed by any Court so long as the

- tenant pays rent to the full extent allowable under the Assam Urban Areas Rent Control Act and performs the conditions of the tenancy. The proviso clause (c) states that ,a suit or proceeding for the eviction of a tenant will lie in a case, "(c) where the house is bonafide required by the landlord either for purposes of repairs or re-building, or for his own occupation or for the occupation of any person for whose benefit the house is held, or where the landlord can show any other cause which may be deemed satisfactory by the Court.'
- v. The word 'bonafide' connotes honesty and in good faith. The word also means 'genuine' and 'honest intention.' The meaning of the term 'bonafide requirement' in the context of the Rent Law, has been explained by the Hon'ble supreme Court is a plethora of decisions.
 - vi. The Hon'ble Supreme Court in **Pherose Bamanji Desai Vs. Chandra Kant AIR 1974 SC 1059** held that " the word requires, means that there must be an element of need before the landlord can be said to require the premises for his own use and occupation. It is not enough that the landlord should merely desire to use and occupy the premises, what is necessary is that he should need them for his use and occupation."
 - vii. The Hon'ble Gauhati High Court in **Madhurilata vs. Gaurapada Das (1984) 1 GLR 392**, held that, bonafide need connotes that the landlord genuinely, pressingly and honestly needs the premises.

- viii. In **Daulat Ram vs. Roop Rani, AIR 1987 SC 1320**, the Hon'ble Supreme Court held that, the burden of proving that he genuinely requires the accommodation, is on the landlord.
- ix. Keeping in view the above principles of the law, not let me examine as to whether, the Plaintiff has been able to prove that he has bonafide requirement of the suit premises.
- x. Now, from the pleadings as well as the evidence of both the parties, it appears that the RCC building, of which the Schedule B premise is a part consists of the ground floor and the first floor. The defendant has admitted in his written statement that the first floor was taken on rent by one Sanjay Boro and the backside room of the ground floor was taken on rent by one Subodh Singh and the front room was let out to the Defendant. During cross-examination, the Defendant Dw1 deposed that the other two tenants vacated their respective portions of the RCC building.
- xi. Dw1 has deposed in his cross-examination that the Defendant is a businessman. It further , appears that the plaintiff purchased the Schedule A land consisting of the RCC building for the purpose of carrying out his business.
- xii. Pw2 also stated that the RCC building is situated at the market area of the Tangla Town and the plaintiff purchased the suit land for the purpose of starting his own business.
- xiii. In his cross-examination the Plaintiff (Pw1) stated that he was unable to start his business in the RCC building as the front room of the ground floor was being occupied by the Defendant.

- xiv. Under such circumstances, it appears that the plaintiff has a genuine and honest need of the tenanted premise, as the same is required by him for his own business.
- xv. In **Raghabendra Kumar vs. Firm Prem Machinery & Co. AIR 2000 SC 354**, it was held by the Hon'ble Supreme Court that, the landlord is the best judge for his requirement for residential or business purpose and he has got complete freedom in the matter. The plaintiff landlord wanted eviction of the tenant from the suit premises for starting his business as it was suitable and it cannot be faulted.
- xvi. The learned counsel for the plaintiff relied on the Judgment of the Hon'ble Supreme Court in **Raghavendra Kumar Vs. Firm Prem Machinery and Co. AIR 2000 SC 534** wherein it was held that as the plaintiff-landlord wanted eviction of the tenant from the suit premises for starting his business , as it was suitable, it could not be faulted.
- xvii. Further, in the instant suit, where the main purpose of purchasing the Schedule A land consisting of the RCC building, by the plaintiff, was for the purpose of doing his business, under such circumstances, his need appears to be natural and real.
- xviii. **In view of the above facts and the law , it is held that the plaintiff has a bona fide requirement of the tenanted premises. Accordingly, the Issue No.5 is decided in affirmative and in favour of the plaintiff.**

Issue No. 6 :: Whether the Defendant is defaulter in payment of rent to the plaintiff ?

- i. Before deciding this issue, let me first put forward the admissions made by the Defendant in his written statement and during his cross-examination.
 - a. The Plaintiff has claimed that the Defendant and his vendor executed a tenancy agreement for the period of October, 2014 to September, 2015. The Defendant has admitted the execution of this agreement dated 26.10.2014 in his written statement.
 - b. The Defendant admitted that the aforementioned tenancy agreement expired on September, 2015 during his cross-examination.
 - c. The Defendant also admitted that the monthly rent was paid by him upto April, 2017 to the vendor of the plaintiff.
 - d. He further admitted that the rent was not paid by him from the month of May, 2017 upto the month of October, 2017.
 - e. According to him he has deposited the monthly rent in the court from the month of March, 2018.
- ii. Now, keeping in view the above facts admitted by the Defendant, let me examine as to whether he has been a defaulter in the payment of his monthly rent.
- iii. It appears from the averments made by both the parties as well as the oral evidence of the witnesses that the agreement dated 26.10.14 already expired on September, 2015 and even after that, the Defendant continued to be a tenant under the vendor of the

- plaintiff. As the tenancy agreement already expired on September, 2015, hence, the clauses of the said tenancy agreement shall not apply after September, 2015.
- iv. The Assam Urban Areas Rent Control Act,1972, does not treat a tenant as defaulter on his mere failure to pay the rent. He can be treated as a defaulter if the conditions laid down in Clause (e) of Section 5 (1) read with Sub-Section (4) of Section 5 are satisfied. Section 5 (4) provides that, where the landlord refuses to accept the lawful rent offered by his tenant, the tenant may, within a fortnight of its becoming due, deposit the same in the court. The said conditions are :
- a. The tenant must fail to pay the rent lawfully due, as opposed to the rent payable under the contract of tenancy,**
 - b. The tenant must fail to pay the rent within a fortnight of its falling due.**
 - c. On the refusal of the landlord, the tenant is given the right to deposit the rent in the court and if he deposits the rent in the court in accordance with the provisions of Sub-Section (4) of Section 5 the tenant shall not be treated as a defaulter.**
- v. The defendant has admitted that after the expiry of the agreement dated 26.10.14, he was occupying the suit premises on the basis of an oral agreement between him and the vendor of the

- plaintiff. As such, his rent will become due at the end of every month.
- vi. In **Kamala Bakshi Vs. Khairatilal (2000) 3 SCC 681**, the Hon'ble Supreme Court held that, in the absence of any contract to the contrary the rent of a building payable monthly will become due at the end of each month.
- vii. In the case of **Ram Karanji More V. Keshar Deo Jalan, (1996) 2 GLT 526** the Hon'ble Gauhati High Court has held that when there is no written contract, the tenancy is always monthly and the rent is due at the end of the month.
- viii. In the case of **Smt. Sushila Devi Khemka V. Smti. Sabitri Devi Kejriwal, (2016) 5 GLJ 275**, it has been held by the Hon'ble Gauhati High Court as follows:-
- "18. A mere deposit of rent in Court would not be a valid deposit unless the conditions precedent enumerated in section 5(4) of the Assam Urban Areas Rent Control Act, 1972 are satisfied. Those requirements are as follows:-
- (i) The tenant has to offer the rent to the landlord before deposit;
 - (ii) Upon such offer, landlord has to refuse to accept the rent;
 - (iii) The tenant thereafter has to make the deposit in Court within a fortnight of its falling due; and
 - (iv) Such deposit has to be of the entire amount of the rent along with process fee for the service of notice upon the landlord.
- In a case, therefore, where the defendant takes the plea that he is

not a defaulter because he has been depositing rent in Court under Section 5(4) of the Act, in that event, burden falls heavily on such defendant to plead and establish all the aforesaid conditions precedent. If any of these conditions precedent is not pleaded and established, in that event, deposit will not be a valid deposit and the tenant will not get the benefit of section 5(4) of the Act so as to avoid the rigour of default under section 5(4) of the Act.”

- ix. Now, in the present suit, the defendant has himself admitted that he did not pay the rent from the Month of May, 2017 and thereafter he deposited the rent in the court from March, 2018. This makes it apparent that he did not pay the rent from the month of May, 2017 upto the month of February, 2018 i.e for a period of nine months.
- x. Even if it is accepted that the defendant offered the rent to the vendor of the plaintiff, who refused to accept it, the defendant instead of depositing the same in the court, waited upto March, 2018.
- xi. The Defendant’s plea is that he was assured by the vendor of the plaintiff that she would sell the suit premise to him and in that pretext she kept refusing to accept his rent. However, he has not led any evidence to substantiate his plea.
- xii. Further, even after the receipt of the notice dated 27.11.17, from the Circle Officer, Harisinga Revenue Circle, whereby he was informed about the sale of the Schedule A property to the plaintiff,

the Defendant started paying the rent in the court from the month of March, 2018 only. Thus, the defendant failed to deposit the rent within a fortnight from the month of May 31.2017.

xiii. Accordingly, it is held that the Defendant is a defaulter in the payment of rent to the plaintiff and as such, this issue is decided in affirmative and in favour of the plaintiff.

Issue no. 7 :: Whether the defendant is liable to be ejected from the suit premises ?

- i. In view of the decisions in the Issue Nos. 5 and 6 the defendant is liable to be ejected from the suit premises.
- ii. **This Issue is decided in affirmative and in favour of the Plaintiff.**

Issue No. 8 :: Whether the plaintiff is entitled for realization of arrear rent from the month of May, 2017 to February, 2018 @ Rs. 1800/- per month with interest and also future rent at the same rate till vacation of the suit premises by the defendant ?

- i. The defendant has claimed that he has been depositing the monthly rent in the court from the month of March, 2018. However, the defendant failed to prove such deposits of rent in the court by calling the N.J. case-records. He has not exhibited and proved the same for establishing his claim that he has been depositing the monthly rent in the court from the month of March, 2018.

- ii. The plaintiff is accordingly, entitled to recover the arrear rent from the defendant from the month of May, 2017 to February, 2018 and Rs 1800/ (rupees eighteen hundred) per month, from March 2018 till the ejection of the defendant from the suit premise.
- iii. Issue No.8 is decided accordingly.

Issue No. 9 :: To what relief the plaintiff is entitled/ and or entitled to ?

- i. The plaintiff is entitled to a decree for recovery of khas possession of the Suit premises by evicting the defendant there from.
- ii. The plaintiff is also entitled to the cost of the suit.

ORDER

1. In view of the decisions reached on the Issues, it is found that, the plaintiff has successfully proved that, the defendant has defaulted in making payment of the monthly rents of the suit premise and that, he has a bonafide requirement of the tenanted premise. Accordingly, the defendant is liable to be evicted.
2. The suit of the plaintiff is decreed on contest with cost, with the following directions:
 - a. The defendant is directed to vacate the suit premise within 30 days from today and handover the vacant possession of the suit premise to the plaintiff. In case of non-compliance the Defendant

- alongwith all his belongings shall be evicted from the tenanted premises.
- b. The defendant and his men and agents are permanently restrained from interfering with the peaceful possession of the plaintiff over the tenanted premise or from making any claim over the tenanted premise after the delivery of khas possession to the plaintiff.
 - iv. Further, the Plaintiff is also entitled to the arrear rent since May, 2017 upto February, 2018.
 - v. Further, the Plaintiff is also entitled to recover rent since March, 2018 till the date of eviction of Defendant from the suit premises at the rate of Rs. 1800/- (rupees eighteen hundred) per month.
 - vi. Prepare the decree accordingly within 15 days from today.

This judgment is pronounced in the open Court, which is given under my hand and seal of the Court, on this 4th day of December, 2021.

Signature

Ms. Karabi Das
Munsiff, Udalguri,
BTR, Assam

APPENDIX

Plaintiff's Witnesses

1. Sri Anand Kumar Sah (Plaintiff)
2. Smt Sapna Saharia Deka

Defendant' Witness

Sri Nirmal Paul (Defendant)

Plaintiff's Exhibits

Ext 1- is the certified copy of the sale deed dated 26.9.16.

Ext 2- is the copy of tenancy agreement.

Ext3- is the notice dated 26.6.16.

Ext4- is the application filed before the Harisinga Revenue Circle Office.

Ext4(1) is the signature of the Pw1 (Plaintiff)

Ext 5- is the notice issued to the Defendant by the Harisinga Circle Office.

Ext6- is the reply dated 30.11.17 submitted to the Harisinga Circle Office by the Defendant.

Ext7, Ext 8 and Ext 9 are the trade licenses issued by the Tangla Town Committee in favour of the Pw1 (Plaintiff)

Defendants' Exhibits –

Ext A- is the trade license.

Ext B- is the house-rent agreement.

Ext B(1) is the signature of the Dw1 (Defendant)

Ext B(2) is the signature of Smti Sapna Saharia Deka

Signature

Ms. Karabi Das
Munsiff, Udalguri
BTR, Assam