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SA-914-2025

IN THE HIGH COURT OF MADHYA PRADESH
AT INDORE

BEFORE

HON'BLE SHRI JUSTICE PAVAN KUMAR DWIVEDI

ON THE 13th OF AUGUST, 2026SECOND APPEAL No. 914 of 2025*SALEEM QURAESHI**Versus**SAINA BI AND OTHERS*

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Appearance:

Shri Arjun Pathak - Advocate for the appellant.

Shri Pushpendra Singh Chauhan - Advocate for the respondents on Caveat.

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Heard on : 11.05.2026

Pronounced on : 13.08.2026

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JUDGMENT

This is a defendant's appeal against concurrent findings of fact recorded by the First Appellate Court vide judgment and decree dated 12.03.2025 passed in Civil Regular Appeal No. 149/2024 affirming the judgment and decree of the trial Court dated 10.08.2024 passed in Civil Suit No. 4900036-A/2016.

2. The facts of the case are that the plaintiff/respondents filed a suit for eviction, delivery of possession and payment of arrears of rent against the defendants/appellant. It was stated in the plaint that a house is situated on plot No. 36B, Khijrabad Colony, Khajrana, Indore of the ownership and title of the plaintiff/respondents. It was averred in the plaint that the said house was given to the defendants/appellant on a rent of Rs. 1,100/- per month on 18.01.2003. A rent note was executed on the same date in this regard. It was further averred that the defendants/appellant was irregular in payment of rent. They also used electricity illegally thus, a case for electricity theft was registered against the defendants



because of which the plaintiff/respondent also faced difficulty for the reason that the electricity connection was in her name. It was also averred that the rented house is now needed by the plaintiff as her husband is a patient of hypertension and he is going to retire very soon. It was also stated that the elder son of the plaintiff was studying in B.Com III Semester whereafter he intends to do M.Com and MBA and for attending coaching in Indore, he needs the rented premises. Similarly, the younger son of the plaintiff who was studying in Class XII is also intending to take admission in BE at Indore. Thus, by pleading bonafide requirement of rented premises, suit for eviction and other reliefs was filed.

3. The defendants/appellant filed written submission in denial of all the pleadings including the rent at Rs. 1,100/- per month. It was contended in the written statement that in fact the tenancy started in the year of 1998 for a rent of Rs. 60/- per month. The defendants/appellant is paying rent regularly however, the plaintiff/respondent has not given her any receipt of rent. The bonafide need of the plaintiff/respondents was also disputed. The defendants raised a defence that in fact in the year of 2009, there was an oral agreement to sale. It was pleaded in the written statement that on 17.05.2009, plaintiff agreed to sell the rented premises for a sale consideration of Rs. 3 lakhs out of which an amount of Rs. 1,50,000/- was paid by the defendant on the same date in presence of two witnesses. However, due to escalation in the price of property in the city of Indore, now plaintiff is not executing the same deed.

4. Based on rival pleadings, the trial Court framed five issues. The issues no. 1 and 2 regarding tenancy and bonafide need were decided in favour of the plaintiff however, issue no. 3 relating to rent was decided against her. Issue no. 4 and 5 relating to cause of action and relief were decided in favour of the plaintiff consequent upon decision of issues no. 1 and 2. As such, the trial Court decreed



the suit thereby directing the appellant/defendants to vacate the suit premises within a period of two months from the date of decree and for the duration of pendency of the proceedings, arrears of rent to the tune of Rs. 1,04,000/- was directed to be paid with a further direction to pay rent of Rs. 1,100/- from 01.08.2024 till delivery of vacant possession of the premises.

5. The appellant being aggrieved by the aforesaid judgment filed RCA No. 149/2024 before the First Appellate Court. The First Appellate Court after reconsidering the entire evidence concurred with the findings of the trial Court and the decree of eviction and payment of rent was affirmed by the First Appellate Court vide impugned judgment and decree dated 12.03.2025. Thus, being aggrieved, the present second appeal has been filed by the defendants/appellant.

6. Learned counsel for the appellant submits that the trial Court completely erred in finding the bonafide need of the plaintiff proved. He refers to paragraphs 26, 29 and 30 of the judgment of the trial Court and submits that a perusal of the same would show that there were discrepancies in the documents regarding study of the elder son of plaintiff named Shahid. He was allegedly pursuing course of Company Secretary for which he was living in Indore as per the assertion of the plaintiff. However, Exhibit P/14 to P/18 are documents regarding the same but they do not show his admission in the course. Pursuing a course is one thing and for pursuing the course, necessity to live in Indore is another thing which was not proved by the plaintiff/respondents. He submits that similar was the mistake committed by the First Appellate Court.

7. As regards the bonafide need of husband of the plaintiff, learned counsel for the appellant submits that in fact he was not suffering from diabetes, it was only hypertension and was being treated at Dhar. Thus, the trial Court as well



as the First Appellate Court erred in treating his bonafide need.

8. As regards the younger son, learned counsel submits that as the trial Court did not find his bonafide need, hence this issue is not required to be pursued. As regards the contention regarding default in payment of rent, the trial Court and the First Appellate Court decided this issue against the plaintiff/respondents. Learned counsel further submits that in fact, the entire dispute arose only for the reason that the plaintiff is trying to avoid the specific performance of the agreement, thus, the suit for eviction was filed. He thus submits that the appeal involves substantial questions of law hence, deserves to be admitted.

9. Heard learned counsel for the appellant on the question of admission. Perused the record.

10. The contention of learned counsel for the appellant is not that the elder son of the plaintiff/respondent is not pursuing the course of Company Secretary, however his contention is that for pursuing the course, he is not required to live in Indore. There is no document to establish this necessity thus, the bonafide need of the elder son of the plaintiff has incorrectly been decided. This contention of the learned counsel for appellant is based on a fallacy that the choice of place is required to be justified by the landlord while demonstrating a bonafide need. In fact, once it was established by the plaintiff that her son is pursuing the course of Company Secretary, then if the plaintiff and her son finds it suitable to pursue the course while living at Indore it is their choice and they are the best judge of their requirement. Thus, in view of the documents exhibited as Exhibit P/14 to P/18, this Court does not find any perversity or infirmity in the findings recorded by the trial Court as affirmed by the First Appellate Court regarding bonafide need of the elder son of the plaintiff.



11. Once, the bonafide need of the elder son of the plaintiff is found justified by this Court, all other questions become academic as the decree for eviction based on bonafide need of elder son of the plaintiff can always be granted. However, even for the husband there is no denial of the fact that he is undergoing treatment. Thus, for his better treatment if the plaintiff wishes to live in Indore, that can also not be treated to be not so bonafide of a requirement. It is not the case of the appellant that the documents regarding illness of the husband of the plaintiff/respondent are not genuine. The trial Court in para 23 of its judgment has considered the objections raised by the appellant/defendants in respect of the genuineness of documents regarding illness of the husband of plaintiff. There was confusion regarding his name i.e. Jaharuddin and Jahur. The Court referred to the statement of Saleem (DW-1) who himself mentioned the name of husband of the plaintiff is Jahur Bhai. This statement coupled with the explanation given by the plaintiff in para 36 of her cross-examination that her husband writes his name as Jaharuddin as also Jahur Mohammad, the Court found that the medical documents are reliable and the bonafide need was thus found proved. Thus, ultimately, the Court in para 30 held that the bonafide need of her husband along with her elder son is found proved.

12. As regards the submission of the learned counsel for appellant regarding oral agreement to sale, in a case for eviction based on landlord-tenant relationship, this defence is not available, for the purposes of enforcement of such agreement a suit for specific performance was required to be filed. In the present case, as per the version of appellant, an oral agreement to sale was executed in the year 2009. Now we are in 2026 and there is no suit filed by the defendant for specific performance of oral agreement. Thus, that cannot provide a valid defence for resisting eviction in a case based on bonafide need.



13. Thus, this Court does not find any infirmity in the conclusions of the trial Court which have been affirmed by the First Appellate Court. These are pure finding of facts in which there is complete absence of any perversity or infirmity. As such, no substantial questions of law are involved in the present case. Thus, the appeal stands **dismissed**.

Record of the Courts below be sent back.

(PAVAN KUMAR DWIVEDI)
JUDGE

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