

GOSSNER EVANGELICAL – LUTHERAN CHURCH IN CHOTANAGPUR AND ASSAM

GELC ARCHIVE

Call Number: **GELC-A _ 001 _ 1379**

Classification:

Original File No:

Title

BOARD OF PROPERTIES

Volume:

Running from year: 2000

till year: 2002

Content:

- Deal with the shop-keepers
- Court papers
- Agenda of the meeting_Board of Properties
- Matters related to the Board of Properties

FROM.

MR. MAHENDRA KU. RAITANI
C/O FLAIR
MAKHIIJA TOWER
MAIN ROAD RANCHI

DATE.. 12.03.02

TO,

BOARD OF PROPERTIES
G.E.L.CHURCH COMPLEX
MAIN ROAD RANCHI.

DEAR SIR,

I AM ENCLOSING HEREWITH FOR SUM OF Rs. 259=70/-

{TWO HUNDRED FIFTY NINE & PAISE SEVENTY ONLY} TOWARDS THE

PAYMENT OF RENT OF SHOP NO.18 IN A.C MARKET G.E.L CHURCH
COMPLEX MAIN ROAD RANCHI.

DETAILS

MONTH OF March-2002

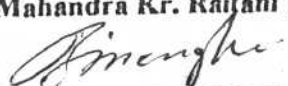
DATE.....12.03.02

CASH AMOUNT ~ 259=70/-

RECEIPT FOR THE ABOVE PAYMENT MAY BE SENT TO US
FOR RECORD IN OUR BOOKS OF ACCOUNTS.

THANKING YOU

Yours truly,
{For Mahendra Kr. Raitani }


SIGN. OF LESSEE/REPRESENTATIVE

RECEIVED CHQ.

SIGNATURE

FROM,

MR. B.K. MENGHANI
C/O FLAIR
MAKHIJA TOWER
MAIN ROAD RANCHI

DATE...12-03-02

TO,

BOARD OF PROPERTIES
G.E.L.CHURCH COMPLEX
MAIN ROAD RANCHI.

DEAR SIR,

I AM ENCLOSING HEREWITH A/C PAYEE CHQ. FOR SUM OF
Rs. 259=70/- {TWO HUNDRED FIFTY NINE & PAISE SEVENTY ONLY} TOWARDS
THE PAYMENT OF RENT OF SHOP NO.13 IN A.C MARKET G.E.L
CHURCH COMPLEX MAIN ROAD RANCHI.

CHQ. DETAILS

MONTH OF~~Feb~~ March-2002

CANARA BANK

CHQ. NO.....844304

DATE...12-03-02

CHQ. AMOUNT 259=70/-

RECEIPT FOR THE ABOVE PAYMENT MAY BE SENT TO US
FOR RECORD IN OUR BOOKS OF ACCOUNTS.

THANKING YOU

Yours truly,



SIGN. OF LESSEE/REPRESENTATIVE

RECEIVED CHQ.

SIGNATURE

FROM,

MR. B.K. MENGHANI
C/O FLAIR
MAKHIJA TOWER
MAIN ROAD RANCHI

DATE... 12.03.02

TO,

BOARD OF PROPERTIES
G.E.L.CHURCH COMPLEX
MAIN ROAD RANCHI.

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CHURCH COMPLEX MAIN ROAD RANCHI.

CHQ. DETAILS

MONTH OF Feb - 2002

CANARA BANK

CHQ. NO. 844303

DATE... 12/3/02

CHQ. AMOUNT 259=70/-

RECEIPT FOR THE ABOVE PAYMENT MAY BE SENT TO US
FOR RECORD IN OUR BOOKS OF ACCOUNTS.

THANKING YOU

Yours truly,

RECEIVED CHQ.

SIGN. OF LESSEE/REPRESENTATIVE

SIGNATURE

FROM,

MR. B.K. MENGHANI
C/O FLAIR
MAKHIJA TOWER
MAIN ROAD RANCHI

DATE 09-02-02

TO,

BOARD OF PROPERTIES
G.E.L. CHURCH COMPLEX
MAIN ROAD RANCHI.

DEAR SIR,

I AM ENCLOSING HERewith A/C PAYEE CHQ. FOR SUM OF
Rs. 259=70/- {TWO HUNDRED FIFTY NINE & PAISE SEVENTY ONLY} TOWARDS
THE PAYMENT OF RENT OF SHOP NO.13 IN A.C MARKET G.E.L
CHURCH COMPLEX MAIN ROAD RANCHI.

CHQ. DETAILS

MONTH OF Jan.-2002.....

CANARA BANK

CHQ. NO. 879130.....

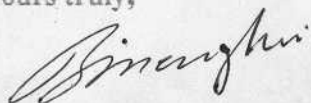
DATE 09-02-02.....

CHQ. AMOUNT 259=70/-

RECEIPT FOR THE ABOVE PAYMENT MAY BE SENT TO US
FOR RECORD IN OUR BOOKS OF ACCOUNTS.

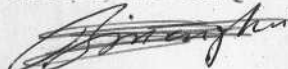
THANKING YOU

Yours truly,



SIGN. OF LESSEE/REPRESENTATIVE

RECEIVED CHQ.



SIGNATURE

FROM,

MR. MAHENDRA KU. RAITANI
C/O FLAIR
MAKHUJA TOWER
MAIN ROAD RANCHI

DATE 09-02-02

TO,

BOARD OF PROPERTIES
G.E.L. CHURCH COMPLEX
MAIN ROAD RANCHI.

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DETAILS

MONTH OF Jan. - 2002.....

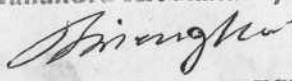
DATE 09-02-02.....

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THANKING YOU

Yours truly,
{For Mahendra Kr. Raitani }


SIGN. OF LESSEE/REPRESENTATIVE

RECEIVED CHQ.

SIGNATURE

FROM.

MR. MAHENDRA KU. RAITANI
C/O FLAIR
MAKHIJA TOWER
MAIN ROAD RANCHI

DATE...12.03.02

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MAIN ROAD RANCHI.

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DETAILS

MONTH OF Feb-2002

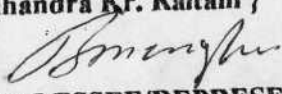
DATE.....

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THANKING YOU

Yours truly, -
{For Mahendra Kr. Raitani }


SIGN. OF LESSEE/REPRESENTATIVE

RECEIVED CHQ.

SIGNATURE

जायदाद विभाग, जी.ई.एल.चर्च की
बैठक १ मीटिंग दिनांक 26.11.01
का अजेण्डा।

01. प्रार्थना ।
02. उपस्थिति ।
03. पूर्व बैठक की मिनट रिपोर्ट एवम् इससे उत्पन्न बिन्दुओं पर विचार बिमर्श।
04. राईट रेभ. सी.एस.आर. तोपनो : मकान स्थानांतरण एवं मकान संबंधी
एक्स मॉडरेटर, जी.ई.एल.चर्च। किराया, बिजली बिल भुगतान पर
विचार बिमर्श।
05. राँची नगर निगम, पत्र संख्या : आर.एल.भाटिया, अपने नाम से अर्वाटित
968/01/3 कमप्लेक्स का, नगर निगम कर भुगतान
करने हेतु निगम में आवेदन पत्र के संबंध में।
06. मेसर्स भारत शु. हाउस : लीज नवनीकरण के संबंध में।
07. बंधु तिकी, : इलिजाबेद हाता, स्थित, तलाब को अर्वाटन
हेतु आवेदन पत्र।
08. प्राफुलित तिग्गा : लीज नवनीकरण के संबंध में।
09. ए.सी. मार्केट, मेन रोड. : दुकान किराया का भुगतान नहीं कर रहे हैं।
गजट पब्लिकेशन के संबंध में।
10. सचिव ~~प्र.प्र.प्र.प्र.~~ नो.वे. डायोसिस : नो.वे. डायोसिस जी.ई.एल.चर्च की सम्पत्ति
दिनांक 23.11.01 नो. वे. जी.ई.एल.चर्च के अधिकार में हैं,
जिसे कोर्ट केस करने के संबंध में।

अन्य बातें:-

11. Mis. Appeal 46/2000.

: गुस्सा टैली गांविन्दपुर जमीन के
मुकदमे के संबंध में।


26/11/2001
सचिव

जायदाद विभाग
जी.ई.एल.चर्च, राँची।

R/K
14/6/2001

In

The Court of the Sub-Judge I , at Ranchi.

Eviction T.S. 3 of 1997

G.E.L. Church , Ranchi..... Plaintiff

-Versus -

Roshan Kumar Surin Defendant .

Humble petition on behalf of

the Defendant .

Most Respectfully Sheweth:-

1. That on 7.3.1999, yourhonour was pleased to dispose off the application under section 15 of the Bihar Building (Lease , Rent and Eviction) Central Act ,1982 with^a Direction to the defendant to deposit the monthly rent from January 1999 to upto date .
2. That it was found that there were some arithmetical /Clerical Mistakes in the aforesaid Order dated 7.3.99 regarding adjustment of advance paid as such on the very next date fixed i.e.

Rakesh Jayaram
Advocate
14.6.2001

20.8.99 , the defendant had submitted an application under section 152 C.P.C. with a prayer to rectify / correct the arithmetical error in the ordersheet dated 7.8.1999.

3. That the petition dated 20.8.99 filed by the defendant is still pending for disposal .

4. That to avoid technicalities at this stage the defendant has already complied the Order dated 7.8.99 passed in the case and deposited the entire amount from January 1998 to May 2001 amounting to Rs. 82,000/- (Eighty two thousand) only ^{as per} ~~the~~ the order /direction dated 7.8.1999. of this Hon'ble Court through Civil Challan .

copy of challan dated 30.5.2001 showing deposit of monthly rent from January 1998 to May 2001 amounting to Rs. 82,000/- (Eighty two thousand) is enclosed for ready reference.

Rameed Sayarwal
Jaliscoh

5. That as per the calculation of the defendant ~~thereof~~ is liable to pay the monthly rent from November 1999 up to date and also current monthly rent .

6. That for the ends of justice and fair play and also to avoid Multiplicity of litigation , the plaintiff may be directed not to withdraw the deposited amount till disposal of the petition dated 20.3.1999 under section 152 of the C.P.C.

7. That the defendant shall be highly prejudiced is care the plaintiff is not stopped from withdrawing the deposited excess amount which is under serious dispute .

8. That further and other grounds shall be urged at the time of hearing of this application.

Ramesh Dayaram
J. W. K.

It is , therefore , most
respectfully submitted that
your honour may be pleased
to direct the plaintiff not
to withdraw the deposited
amount till disposal of the
petition dated 20.3.1999.

A N D

For which the defendant shall
ever pray.

Rakesh Jayaswal

Submitted through

Rakesh Jayaswal

Advocate.

14.6.2001

Under Rupees Eighty Two Thousand and one only.

Schedule XII—High Court (A) 1 [Old (M) 1]

CHALLAN

P

PART—1 To be filed in at Court by the Payer

Name father's Name and coat & address of person or person's on who behalf the money is tendered	Name father's Name & coat & address of person or person's to whose credit the amount is to be placed in the court's books.	Number of suit or date of indicate (if any) under which the amount is to dated.	Particulars of receipt	Amount tendered	Remarks (if any)
1	2	3	4	5	6
Roshan Kumar Surin Son of Late Sabar Surin, President of G.E.L. Church, Press Compound, Main Road, P.S. Lower Bazar, DIST. RANCHI.	G.E.L. Church Ranchi, Office at G.E.L. Church Compound, Main Road, P.S. Lower Bazar, District-RANCHI	Evic. T.S. 8/77 Court of Sub-Judges Ranchi As Per order dated 7.8.1995	Arrear Monthly Rent at the rate of Rs. 2000/- per month from January 1998 to MAY 2001	Rupees Eighty Two Thousand only. (Rs. 82,000/-)	Rs. 82,000/- (Eighty Two Thousand only)

Signature of Chief Minister or Officer

Ranchi Jayaswal Advokat
Signature of person tendering the money

PART—II To be filed in the Court or under its orders

Serial number of Challan	Date of challan	Amount to be credit wheather civil suit deposits fines or for feitures stamps duty particulars or miscellaneous or other receipts	Remarks
130	30/5/2001	8443-G. C. Depach	

Signature of the Account

TOTAL

Cashier of the Court

Officer in charge of the Treasury

Received and credit the above sum if tendered to you before 3 P.M. tomorrow

Date: 30/5/2001

PART—III To be filed in Court by Cashier or at Treasury Officer

Signature of Officer in charge

Civil Court, Ranchi

Received Note (1)

Received silver end copper

TREASURY OFFICE
RANCHI

Received Total Rs.

Accountant
Cashier of Court of the Treasury
Ranchi Treasury

Treasury No.

Examinor entered in the books of Treasury on the (2)

Account of the Treasury

Signature of Treasury Officer

Note : Four Copies of this and are furnished for court

(1) Enter here number of the Note (2) To be filed in only when presented at Treasury

जायदाद विभाग जी० ई० एल० चर्च,
की बैठक दिनांक 7.5.2001 का
अजेंडा

01. प्रार्थना
02. उपस्थिति
03. पूर्व बैठक की मिनट रिपोर्ट, एवं मिनट से उत्पन्न बिन्दुओं पर विचार-विमर्श।
04. मैसर्स भारत शु. हाउस, : लीज डीड नवीनीकरण के संबंध में।
05. श्री बलजीत सिंह, दुकान न० 2 : लीज पंजीकृत करने के संबंध में।
शोपिंग कम्प्लेक्स, जी० ई० एल०
06. सुमीत विश्वास, पुरुलिया : पुरुलिया जमीन के संबंध में।
07. डा० बट्टी प्रसाद कलब रोड, राँची : जमीन अवंटन के संबंध में।
08. श्रीमती प्रेमो संग, बेथेसदा हाता : जमीन अवंटन के संबंध में- वर्तमान में चर्च के
जुगनाथ बंगला में निवास कर रहे हैं, मासिक
किराया 188/- रुपये हैं, 1998 अगस्त से
किराया का भुगतान नहीं किया है।
09. नीलमणी बुढ़, बेथेसदा हाता : जमीन अवंटन के संबंध में - वर्तमान में चर्च के
जुगनाथ बंगला में रहते हैं मासिक किराया देने
में नियामित हैं।
10. पाट्टी सद्रक एक्का : जमीन अवंटन के संबंध में।
11. अन्य चर्चे :-
- क. सवित्री ली.आर.ती
- ख. श्रीमती स.बी. डेविस
- ग. आनन्द भुमन एक्का

जायदाद विभाग को 25 प्रतिशत
ली.आर.ती की देने के संबंध में।
जमीन अवंटन के संबंध में।



GOSSNER EVANGELICAL LUTHERAN CHURCH

IN CHOTANAGPUR & ASSAM

(Registered Under Societies Registration Act XXI of 1860)

Vide No 273 J of 30-7-1921

Head Office : G. E. L. Church, Ranchi-834001, Bihar, India, Ph :311613

Fax : 91-651-200224

John Bodra
General Secretary

Most Rev. C. S. R Topno
Moderator



Mr. U. Sanga
Treasurer

Ref No cc

Date.....

at Municipal Tower

Shopping ~~Complex~~ -

2000 to 2001 III ~~gnt~~ on IV 2
4

2001 to 2002 I to IV

2002 to 2003 I to IV

4
10

Pr gnt $31150 = 0 \times 10 = 311500 = 00$

At Market 99 + 200 III on IV - 2

2000 + 2001 I IV 4

2001 to 2002 I IV 4

2002 to 2003 I IV

4
14

Pr gnt $12397.87 \times 14 = 173570 = 18$

Ennexe

Khuli toli

Ram Khantanga

Dami

Birkera

Dunduria

Cheler

Koronjo

Sun Sang

Kinkel

Ramdega

Kobja

Chainpur

Kondra

Sarnatoli

Koronjo

Chainpur

Kondra

Sarnatoli

Koronjo

Rangabahan

Jatatoli

Takamma

Kinkel

Ennexe

Place Kinked Ps. Kurdeg Blue
Kiala No Plot No Area Classification

305

2670

2.12

2671

0.14

2675

1.01

2680

0.21

2682

0.08

2684

0.87

2794

0.42

2782

1.24 — 6.09

Blace Takarua Is - Taka Basia Annexure C
 Kkale No Plot No Area Block 62
 Classification

31 315 1.07

319 0.08

320 0.63

314 0.10

316 0.059

318 0.06

317 0.67

321 0.11

322 0.88

323 0.26

324 0.10

325 0.91

327/229 0.18

329 1.28

328 0.94

330 0.23

331 0.86

332 2.10

326 1.51 → 12-56

52/2 26 2.37

67 338 2.50

342 0.06

343 2.64

345 0.20

346 0.10

348 1.50

349 0.44

364 0.04

365 0.55 — 10-60

63 341 1.90

344 0.07

347 0.40 — 2-37

Contd.

Asia	Dist Ranchi	Area of Acquisition	Remark	Income	Expenditure
------	-------------	---------------------	--------	--------	-------------

Annexure 'C' Contd

Place Chainpur Ps. Chainpur Block Chainpur
 Khatā No Plot No Area Classification of

183	262	0.85	
855	261	1.63	22.15
840	256	0.05	0.03
847	558	0.14	0.05 — 4.08
893		0.39	23.08

Place Kondra Ps. Raidih Block

331	3084	0.02	
	3085	0.02	
	3086	0.02	
	3087	0.35	
	1012	0.05	
	1014	0.05	
	1017	0.03	

343	3103	0.26	
	3106	0.09	
	3109	0.13	1.02

Place Sarnatoli Ps. Khunti Block Murhu
 Khatā No Plot No Area Classification

17	1667	0.11	
	1669	0.43	0.54

Place Koraga Ps. Thakaitanger Block

137	783	0.13	
	786	0.08	0.21

Place Rangabahal Ps. Kurdeg Block Kur

175	4528	3.70	3.70
-----	------	------	------

Place Jatatoli Ps. Kurdeg Block

273	4526	0.06	0.06
-----	------	------	------

27 Dist Ranchi,
and manner of Acquisition Remark Income Expenditure

Raidik Dist Ranchi

Dist Ranchi
Location of Land manner of acquisition Remark Income Expenditure

Thekhaifanger Dist Ranchi

dog Dist Ranchi

Kurdog Dist Ranchi

Annexure 'c' Homestead Lands.

Place Agriculture Training and Development Center Khutiboli T.S. Sindoga Dist Ranchi
 Khatano - Plot No - Area - Classification of Land - Nature of Agriculture - Remark - Income - Expenditure

3	427	3.58				
	381	0.98				
	382	1.06				
	388	0.33				
	386	0.08				
	421	1.15				
	267	1.20				
	269	0.40				
	434	0.19				
	442	3.03				
	435	1.94				
	308	0.02				
	172	0.74				
	173	0.58				
	167	0.09				
	168	0.56				
	109	0.03				
	108	0.65				
	110	0.07				
	111	0.06				
	112	0.12				
	171	0.30				
	176	0.83				
	174	0.14			17=53	
74	423	0.60				
	420	0.98				
	419	1.69				
	422	1.08				
	325	1.08				
	323	0.03				
	316	2.30			7=76	

Annexure (C) Homestead Lands

Lace Agriculture Training and Development Centre Khutitoli P.S. Siandega Dist Ranchi

Khata No Plot No Area Classification of Land Nature of Acquisition Remark Income Expenditure

74

420	7.97
432	2.18
439	0.30
268	0.05
433	0.11
437	0.15
443	0.18
480	3.50
446	0.83
166	3.50
169	0.15
113	1.50
170	0.67
179	1.11
180	0.67
177	0.18
307	0.85 — 23.90

75	326	0.30
	428	0.13
	429	0.38 — 00.81

Place Lali P.S. Namkum P.S. Namkum Block Hakejri Dist Ranchi

350	1166	0.07
351	1169	0.05
352	1172	0.03
14	2486	0.03
	2489	0.07 — 00.25

Place Agriculture Training and development center Khatoli P.S. Sindga Block Sindga
 Khata No Plot Area Classification of Land and use of Agriculture Remark Income Dis. Revenue Expenditure

430 ——— 7.97
 432 ——— 2.18
 439 ——— 0.30
 268 ——— 0.05
 433 ——— 0.11
 427 ——— 0.15
 443 ——— 0.18
 480 ——— 3.50
 446 ——— 0.83
 166 ——— 3.50
 169 ——— 0.15
 113 ——— 1.50
 170 ——— 0.67
 179 ——— 1.11
 180 ——— 0.67
 177 ——— 0.18
 367 ——— 0.85 — 23.90
 326 ——— 6.30
 438 ——— 0.13
 429 ——— 0.38 — 00.81

Place	Ranikhatanga Ps.	Bero	Block Bero	Dist Ranchi,
Khatano	Plot No	Area	Classification of Land	Maner of Acquisition
87	1381	0.03		
	1383	0.05	00-8	

Place	Darmi	Ps. Bundu	Block Bundu	Dist Ranchi,
Khatano	Plot No	Area	Classification of Land	Maner of Acquisition
44	1437	0.05	05	

Place	Birkera	Ps. Raidih	Block Raidih	Dist Ranchi,
73	1216	0.12		
	1213	0.10		
	517	0.02	00.24	

Place	Dundurua	Ps. Gumla	Block Gumla	Dist Ranchi,
139.	136	4.05		
111	138	1.14		
		7.32	12-51	

Place	Cheter	Ps. Gumla	Block Gumla	Dist Ranchi,
126	378	0.08		
	275	0.02		
	401	0.08	00.18	

Anexure 1 c. Contd.

Place Koronjo Ps. Thehaitanger Block Thehaitanger Dist Ranchi.

137 783 ——— 0.13
786 ——— 0.08 — 00.21

Place Sursang Ps. Raidih Block Raidih Dist Ranchi.

1 1216 ——— 0.12 — 12

Place Konkel Ps. Raidih Block Raidih Dist Ranchi.

50 683 ——— 0.06
685 ——— 0.05 — 00.11

Place Ramdoga Ps. Raidih Block Raidih Dist Ranchi.

108 1841 ——— 0.04
1843 ——— 0.02
1858 ——— 0.85
1862 ——— 0.13 — 1.04

Place Kobga Ps. Raidih Block Raidih Dist Ranchi.

114 844 ——— 0.05
855 ——— 1.03
840 ——— 0.05
847 ——— 0.14
893 ——— 0.39 — 1.66

Annexure e Contd

Place Chainpur Ps. Chainpur Block Chainpur Dist Ranchi.

183 262 ——— 0.85
 261 ——— 22.15
 256 ——— 0.03
 558 ——— 0.05 — 23.08

Place Komdra Ps. Raidih Block Raidih Dist Ranchi.

331 3084 ——— 0.02
 3085 ——— 0.02
 3086 ——— 0.02
 3087 ——— 0.35
 1012 ——— 0.05
 1014 ——— 0.05
 1017 ——— 0.03 — 00=54

343 3103 ——— 0.26
 3106 ——— 0.09
 3109 ——— 0.13 — 00.48

Place Sarma toli Ps. Khunti Block Murda Dist Ranchi.

1667 ——— 0.11
 1669 ——— 0.43 — 00=54

17 Place Koronjo Ps. Thehaitanger Block Thehaitanger Dist Ranchi.

137 41528 ——— 3.70

— 3.70

In the Court of Sub-Judge / Kam C. Sub Judge-1st Kam.
(3) Sub Judge-1st Kam.
G.E.L. Church vs. Kanda Singh
Ev. T.S. 3/98
253/12-15-97

* ORDER *

27/11/2000

Plaintiff G.E.L. Church filed this suit against

the sole defendant for a decree of eviction of the defendant from the suit premises as well as for a decree for the sum of Rs. 27485/- being the arrears of rent from January '97 to November '98 as well as for the cost of the suit.

The case of the plaintiff, in short, is that, the plaintiff is a registered society and the owner and landlord of the suit property, described in schedule of the plaint and the defendant was induced by the plaintiff in the suit premises on a monthly rent of Rs. 1195/- and the rent was payable for a month by the succeeding month of 7th day. And the defendant has paid monthly rent up to December '96 and has not paid rent from January '97 and as such the defendant became a defaulter. The further case of the plaintiff is that the plaintiff requires the suit premises reasonably and in good faith for its employees in order to give and provide them residential accommodation in the suit premises and the plaintiff has also to expend its grave yard for which the suit premises is most suitable. The further case is that the plaintiff made several demands to the defendant and requested him to vacate the suit premises and also served the defendant with a legal notice to vacate the suit premises but the same has not been vacated by the defendant. Hence the suit.

The defendant appeared in this case on 6.10.99 and subsequently also filed petition but has not filed the W.S. and left to contest the suit resulting into hearing of the case exparte against him vide order dated 16.5.2000.

The plaintiff has examined four witnesses in all. P.W.1 is Joljus Kujur who is the rent collector of the plaintiff. He has proved three counter foil of rent receipt which are marked as Ext. 1 to 1/b. He also stated that plaintiff requires the suit premises for providing quarter to the staffs and also stated that plaintiff requires the suit premises for its own purpose. He further stated that defendant is a renter on a monthly rent of Rs. 1195/- and has only paid the rent up to December '96.

contd.
27/11/2k.

P.W.2 is Joan Bodra. He is the ^{General} secretary of the plaintiff. He has stated that suit premises was let out to the defendant on a monthly rent of Rs. 1195/ and the defendant has paid rent up to only December '96 and no rent has been paid from January '97. He has also stated that whole suit premises is required by the plaintiff for providing residence to the staffs and for extension of ^a grave yard. He also stated that he filed the suit on behalf of plaintiff and stated that defendant is a defaulter and has claimed the arrears of rent as well as decree of eviction of the defendant from the suit premises.

P.W.3 is C.S. Tigga. He is the Chairman of the Board of Properties of the plaintiff. He has stated that plaintiff let out the suit premises to the defendant on a monthly rent of Rs. 1195/ but the defendant has only paid rent up to Dec. '96 and has not paid the rent from January '97 and as such the defendant is defaulter. He further stated that plaintiff requires the whole suit premises for providing quarter to the employees and extension for a graveyard.

P.W.4 is M.S. Sanga. He is the secretary of the property board of the plaintiff. He is also an Advocate. He has proved the copy of the legal notice which has been marked as Ext.2. He has also stated that notice was sent by registered post. The A/D is marked as Ext.3 and postal registration receipt is marked as Ext.4.

Ext.1 is the counter foil of the rent receipt dated 16.2.96 granted to the defendant by p.w.1 for the rent of the month of Jan. '96. Ext. 1/A is the counter foil rent receipt dated 6.9.95 granted to the defendant by p.w.1 for the rent of the month of August '95. According to the evidence of p.w.1 this counter foil was signed by Ram Chandar Singh, son of the defendant. Ext.1/B is the counter foil of the rent receipt dated 15.2.97 granted to the defendant by p.w.1 for the rent of the month from February '96 to December '96. Legal notice was also sent to the defendant

C.2/2/21

Contd.
27/11/2k.

and the A/D shows the signature of Rajendra Singh who is the son of the defendant as per evidence of p.w.4. By legal notice (Ext.2) defendant was asked to vacate the suit premises and pay the arrears of rent but as per case of the plaintiff neither arrears of rent has been paid nor suit premises has been vacated by the defendant.

The defendant has not contested the suit and the plaintiff has examined four witnesses in support of its case which go to show that arrears of rent amounting to Rs. 27485/- being the arrears of rent from Jan. '97 to Nov. '98 and due with the defendant and as such the defendant became defaulter in payment of rent. The plaintiff has also been able to prove by evidences that the plaintiff reasonably and in good faith requires the whole suit premises for his own purpose and use and as such the plaintiff has been able to substantiate its case and as such the suit is fit to be decreed ^(on Plaintiff's Requirement) exparte against the defendant with cost and accordingly the suit is hereby decreed exparte against the defendant with cost. Pleader's and Reader Clerk's fee respectively are allowed to the plaintiff as Rs.16/ and Rs.2/-.

The defendant is hereby directed to pay the arrears of rent amounting to Rs.27485/- to the plaintiff with cost of the suit and vacate the suit premises within three months from the date of this order, failing which the plaintiff is entitled to get the arrears of rent and cost realised and get the suit premises vacate through the processes of the court at the cost of the defendant.

27/11/2000
Sub-Judge I, Ranchi.
27.11.2000

Dictated & Corrected by me)

27/11/2000
Sub-Judge I, Ranchi
27/11/2000

Checked by
C. S. Singh
22/2/2001

