



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 19TH DAY OF DECEMBER, 2025

BEFORE

THE HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

REGULAR FIRST APPEAL NO. 1750 OF 2025 (EJE)

BETWEEN:

M/S PANCHAWATI MULTISTATE
CO OPERATIVE CREDIT SOCIETY LTD
R/BY ITS CHAIRMAN
SRI. N.H. RAJU S/O. NAGARAJU
AGED ABOUT 61 YEARS
R/AT NO.3, 2ND FLOOR
60 FEET ROAD, KEMPEGOWDA LAYOUT
GOVINDARAJANAGARA
BENGALURU 560 040.
AND ALSO AT NO.100
1ST FLOOR, MIG KHB COLONY
BASAVESHWARA NAGAR, BENGALURU-560079.

...APPELLANT

(BY SRI. K.R. RAMESH, ADVOCATE)

AND:

SMT. USHARANI .H.B
W/O. ANNEGOWDA
AGED ABOUT 65 YEARS
R/AT NO.3, 60 FEET ROAD
KEMPEGOWDA LAYOUT
GOVINDARAJANAGARA
BENGALURU-560 040.

...RESPONDENT

(BY SRI. SRIDHAR N. HEGDE, ADVOCATE FOR
SMT. SARITHA .A.L, ADVOCATE)

THIS RFA IS FILED U/S. 96 OF CPC AGAINST THE JUDGMENT
AND DECREE DATED 27.08.2024 PASSED IN OS NO. 3067/2023 ON



THE FILE OF THE XI ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU, DECREETING THE SUIT FOR EJECTMENT.

THIS APPEAL, COMING ON FOR ORDERS, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE S.R.KRISHNA KUMAR

ORAL JUDGMENT

This appeal by the defendant in O.S.No.3067/2023 on the file of the XI Addl.City Civil and Sessions Judge, Bangalore, is directed against the impugned judgment and decree dated 27.08.2024, whereby the said suit filed by the respondent – plaintiff against the appellant – defendant for ejectment / eviction and for other reliefs was decreed by the trial court in favour of the respondent against the appellant.

2. A perusal of the material on record including the impugned order will indicate that the respondent having instituted the aforesaid suit against the appellant who contested the same leading to the following issues being framed by the trial court;

1. *Whether the plaintiff proves that she has terminated the tenancy of the defendant and defendant failed to quit and vacate the suit schedule property?*



2. *Whether the plaintiff is entitled for ejectment of the defendant from the suit schedule property and also for arrears of rent as sought?*

3. *What order or decree?"*

3. Plaintiff examined himself as PW-1 and documentary evidence at Exs.P1 to P25 were marked, while the defendant did not adduce any oral or documentary evidence. The trial court decreed the suit in favour of the plaintiff against the defendant who is before this Court by way of the present appeal.

4. Heard learned counsel for the appellant and learned counsel for the respondent and perused the material on record.

5. The following points that arise for consideration in the present appeals are;

(i) Whether the trial court was justified in decreeing the suit filed by the respondent against the appellant?

(ii) Whether the impugned judgment and decree passed by the trial court warrants interference by this Court in the present appeal?

Re-Point Nos.1 and 2:



6. Since both the points are interlinked with each other, they are taken up together for consideration.

7. A perusal of the impugned judgment and decree will indicate that the trial court has correctly and properly considered and appreciated the material on record and has recorded categorical findings of fact that the appellant was a tenant under the respondent in relation to the suit schedule premises. The trial court also came to the correct conclusion that the respondent had duly terminated the tenancy of the appellant under him and was entitled to recover vacant possession of the suit schedule premises from the appellant who was also liable to pay arrears of rent in a sum of Rs.3,18,600/- from August 2022 to April 2023 to the plaintiff. While arriving at the said conclusion, the trial court held as under:-

*"7. **Point No.1 & 2:-** Since these 2 points involves common discussion and interlinked with each other, they are taken together for consideration.*

8. It is the case of the plaintiff that, defendant is a tenant and she is a owner of the suit schedule property. The defendant approached the plaintiff in the month of December, 2020 and expressed his willingness to take second floor i.e., suit schedule property on monthly rent of Rs.33,000/- and also agreed to pay security deposit of Rs.3,00,000/-. After negotiation, the plaintiff has executed



the Lease Deed on 28.01.2021 in favour of the defendant. The defendant under the Lease Deed paid security deposit of Rs.3,00,000/- to the plaintiff and also agreed to pay monthly rent of Rs. 33,000/-.

9. The defendant was running his business under the name and style of "Panchawati Multistate Co-operative Credit Society Ltd., in the suit schedule premises. The defendant from the date of inception of tenancy is a chronic defaulter in the payment of monthly rent to the plaintiff. The defendant has paid the rent till July 2022 only. Thereafter, from August 2022 to till date, the defendant has not paid monthly rent at the rate of Rs.33,000/- to the plaintiff. In spite of repeated request and demand, the defendant failed to pay the monthly rent. The defendant had agreed to pay the enhanced rate of rent after the expiry of prescribed period as mentioned in the Lease Deed. But, the defendant has failed to pay the enhanced rate of rent to the plaintiff. Since the defendant has failed to pay rent as per the terms of the Lease Deed, the plaintiff terminated the tenancy of the defendant by issuing a legal notice dated 14.03.2023. Though the legal notice was served on the defendant, but he has not come forward to quit and vacate the suit of the property or come forward to pay the arrears of rent. The defendant has also not come forward to send any reply to the notice of the plaintiff. The defendant has not complied the demand made by the plaintiff in her legal notice. The plaintiff required the suit schedule property for her self occupation. The plaintiff approached the defendant and requested him to quit and vacate the suit schedule property.



But, the defendant refused to vacate the suit schedule property. Hence, the plaintiff has filed this suit ejectment of the defendant from the suit schedule premises and also sought for damages from the defendant for his illegal occupation of the suit schedule premises.

10. The plaintiff in support of her case, examined herself as PW-1. PW-1 has reiterated the averments of the plaint in the affidavit evidence. PW-1 has produced Ex.P.1 to P.25 documents in support of her case. In this case, though the defendant appeared through his counsel, but failed to file written statement. The defendant has also not challenged the evidence of PW-1 and also documents produced by the plaintiff.

11. The plaintiff has produced original Sale Deed dated 05.02.1988 in order to prove that she is the owner of the suit schedule property. The plaintiff has also produced the Ex.P.2 to P.4 to prove that khatha of the suit schedule premises stands in her name and she has been paying property tax to the BBMP. The plaintiff has also produced Electricity Bills as per Ex.P.6 to P.13 . The plaintiff has produced Ex.P14 to P.21 Receipts for payment of electricity bills. From these documents, the plaintiff being the owner of the suit schedule property is established.

12. The plaintiff has produced legal notice dated 14.03.2023 issued to the defendant as per Ex.P.22. The plaintiff by issuing a legal notice Ex.P.22 terminated the tenancy of the defendant and also called upon the defendant to pay the arrears of rent. The plaintiff has also called upon



the defendant to quit and vacate the suit schedule premises. The plaintiff by issuing a legal notice as per the Ex.P.22 terminated the tenancy of the defendant. The defendant has not sent any reply to the said legal notice.

13. As already discussed above, the defendant has not filed written statement denying the case of the plaintiff nor challenged the testimony of the PW-1. The defendant has not placed any materials to prove that he had been paying the rents regularly to the plaintiff and he is not keeping any arrears of rent to be payable to the plaintiff. The defendant has not denied the testimony of PW-1 by contending that he is not liable to pay any arrears of rent and he has paid the entire rents to the plaintiff. In this case, the plaintiff has not produced original lease deed. The plaintiff in this case had filed 8 O.S.No.3067/2023 affidavit by stating that original of the lease deed is in the custody of the defendant. The learned predecessor of this court had also overruled the office objection regarding non-production of original lease deed by the plaintiff. The defendant has not come forward to produce the original lease deed from his custody. The plaintiff in pleadings as well as in her Ex.P.22 legal notice has clearly stated that defendant is a chronic defaulter in the payment of rents. It is the case of the plaintiff that, the defendant has not paid the rent from February 2022 to February 2023. The plaintiff in Ex.P.22 legal notice also stated that the defendant has to pay arrears of rent and electricity bills of Rs.2,53,248/- and also given the details of arrears of rent in her legal notice. The plaintiff terminated the lease as per Ex.P.22 legal notice and called upon the



defendant to pay arrears of rent of Rs. 2,53,248/- . As already stated, the defendant has not come forward to send any reply to the legal notice of the plaintiff and has not placed any materials for having paid the rents to the plaintiff and he is not in due of any rents to the plaintiff. Under these circumstances, there is no hindrance to believe the unchallenged testimony of PW-1. PW-1 in the legal notice has clearly stated the details of arrears of rent to be payable by the defendant including electricity consumption charges. From the evidence of the PW-1, it clearly establishes that the defendant has breached the terms of the lease deed and failed to pay the rents regularly to the plaintiff. The failure of the defendant to pay rents regularly and keeping arrears of rent has prompted the plaintiff to terminate the tenancy of the defendant. The defendant who has failed to pay the rents and he being a chronic defaulter of payment of rent to the plaintiff, is liable to be evicted from the suit schedule property. The plaintiff has also issued a legal notice to the defendant and terminated is tenancy in respect of the suit schedule property. After the termination of the tenancy of the defendant, the defendant has no right to squat on the suit schedule premises. As already narrated hereinabove, the defendant has not come forward for denying the case of the plaintiff and also has not come forward to place any materials to prove that he is not liable to pay any arrears of rent. Under these circumstances, the defendant who has failed to pay the rents has no right to continue his tenancy in the suit schedule premises. The defendant who had defaulted in payment of rents to the plaintiff is liable to be



evicted from the suit schedule premises. The defendant is also liable to pay the arrears of rent to the plaintiff as sought by her in the suit. Hence, the defendant has to be directed to quit and vacate the suit schedule premises and hand over the possession of the suit property to the plaintiff. Hence the above Point No.1 and 2 are answered in the affirmative.

14. **Point No.3:-** *In view of the above discussions, this court proceed to pass the following:-*

ORDER

Suit of the plaintiff is hereby decreed with costs.

The defendant is thereby directed to quit and vacate the suit schedule property and hand over vacant possession of the suit schedule property to the plaintiff.

The defendant is also liable to pay arrears of rent from August 2022 to April 2023 of Rs.3,18,600/- (Rupees Three Lakhs Eighteen Thousand Six Hundred only) to the plaintiff.

Draw decree by granting 6 months time to the defendant to quit, vacate and deliver vacant possession of the suit schedule property to the plaintiff from the date of this order.

Draw decree accordingly."

7.1 Upon reconsideration, re-evaluation and re-appreciation of the entire material on record, I do not find any illegality or infirmity in the impugned judgment and decree which cannot be



said to be capricious or perverse or contrary to facts or law warranting interference by this Court in the present appeal, which is liable to be dismissed.

Point Nos. 1 and 2 are accordingly answered against the appellant.

8. Accordingly, I pass the following:

ORDER

(i) Appeal is hereby dismissed.

(ii) The impugned judgment and decree dated 27.08.2024 passed by the trial court in O.S.No.3067/2023 is hereby confirmed.

(iii) The appellant - defendant is granted up to **30.04.2026** to quit, vacate, handover /deliver the vacation possession of the suit schedule premises to the respondent – plaintiff, subject to filing an affidavit of undertaking within a period of four weeks from the date of receipt of a copy of this order.

Sd/-
(S.R.KRISHNA KUMAR)
JUDGE

NBM/SRL