



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 14TH DAY OF JULY, 2026

BEFORE

THE HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

CIVIL REVISION PETITION NO. 527 OF 2026 (SC)

BETWEEN:

SRI. B.S. KUMAR,
S/O. B.R.SATYANARAYANA SETTY P
AGED ABOUT 62 YEARS
R/AT NO.248-249, 10TH CROSS,
3RD MAIN, PADMANABHANAGAR,
BANASHANKARI II STAGE,
BENGALURU-560 100

...PETITIONER

(BY SRI. PRADEEP H S., ADVOCATE)

AND:

SRI. D.L.VISHWANATH
S/O. LATE D. LAKSHMINARAYANA RAO,
AGED ABOUT 75 YEARS,
R/AT NO. 140, 26TH CROSS,
6TH BLOCK, JAYANAGAR,
BENGALURU-560070

...RESPONDENT

(BY SRI. CHETAN NAG S.,ADVOCATE)

THIS CRP FILED U/S. 18 OF SMALL CAUSES COURT ACT
PRAYING TO SET ASIDE THE JUDGMENT AND DECREE DATED
28.04.2026, PASSED IN SC NO. 825/2024 ON THE FILE OF THE
II ADDITIONAL JUDGE AND ACJM, COURT OF SMALL CAUSES,
BENGALURU, PARTLY DECREERING THE SUIT FOR EVICTION.

THIS PETITION, COMING ON FOR ADMISSION, THIS DAY,
ORDER WAS MADE THEREIN AS UNDER:

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by SUVARNA T
Location: HIGH
COURT OF
KARNATAKA



CORAM: HON'BLE SMT. JUSTICE LALITHA KANNEGANTI

ORAL ORDER

Aggrieved by judgment and decree passed in SC No.825/2024 dated 28.04.2026 by the II Addl. Small causes Judge & ACJM, Bangalore, the defendant is before this court.

2. The respondent herein has filed a suit for eviction, recovery of arrears of rent, and damages. It is the case of the plaintiff that he is the absolute owner of the property. The defendant was the tenant, paying monthly rent of Rs.2,600/- with an advance of Rs.60,000/-, under a lease deed dated 01.07.1994. The tenancy was subsequently extended for a period of 2 years under a lease deed dated 12.01.1998. The plaintiff's case is that the defendant has paid the rent up to March 2024. However, from April 2024, he has defaulted in payment of the rent and has not paid the enhanced rent for the last 10 years, and is in arrears of rent amounting to Rs.10,400/- up to July 2024. Further, the plaintiff has stated that he requires the suit property for his bona fide personal use and occupation and has requested the defendant to vacate the premises. He has also issued a legal notice terminating the tenancy, and there was no response from the defendant. He



has come before the trial court by filing the instant suit. The defendant has filed a written statement and has denied the plaintiff's ownership.

3. It is the case of the defendant that he has paid Rs.60,000/- as a refundable security deposit and subsequently paid an additional sum of Rs.1,00,000/- in cash to his deposit. It is the case of the defendant that the plaintiff, with an intention to sell the property and make unlawful gain, has falsely instituted the suit. It is the case of the defendant that he has already instituted OS.No.2020/2024 before the City Civil Court, Bangalore and has obtained an ex-parte order restraining the plaintiff from dispossessing him illegally. After receiving the sum of Rs.1,00,000/-, the plaintiff permitted the defendant to continue in occupation of the premises for his lifetime, and the suit is not maintainable. The Small Causes Court has decreed the suit and directed the defendant to hand over the vacant portion of the property within two months from the date of the order. The defendant is directed to pay arrears of rent at Rs.10,400/- for the period from April 2024 to June 2024. Further, the defendant is directed to pay damages of



Rs.9,500/- per month from the date of the suit till its realisation. While decreeing the suit, the trial court observed that the defendant cannot deny ownership of the property. The defendant himself admitted that there is a tenancy between the defendant and the plaintiff, and regarding the payment of Rs.1,00,000/-, no material was placed before the court. Further, on examination of Ex.P.7, the lease agreement was found to have been extended for a period of 2 years on the same terms and conditions. In Exhibit P7, there is no recital indicating that the defendant paid Rs.1,00,000/-. The plea of lifetime tenancy based on an oral agreement appears to be an afterthought and is not supported by any acceptable evidence.

4. Accordingly, the trial court held that the plaintiff has successfully proved ownership of the suit property and that the defendant was inducted as a tenant. The trial court considered the notice issued and the fact that no reply notice was issued by the defendant. The trial court observed that the defendant is in possession of the property as a tenant and that the tenancy is month-to-month. The plaintiff has validly terminated the tenancy by issuing legal notice at Exhibit P.2. Accordingly, the



court held that the termination of the tenancy is legally valid. The court concluded that the plaintiff is entitled to recover arrears of Rs.10,400/- and damages at the rate of Rs.9,500/- per month. However, the prayer with regard to the interest was rejected by the court. The court directed the defendant to hand over the vacant possession within two months from the date of the order.

5. When this matter came up on the last occasion with regard to what are the dues payable as per the order passed by the court. Both parties have filed their calculation memos. According to the plaintiff/owner, the amount is Rs.1,20,400/-, and according to the calculation of the learned counsel for the tenant/petitioner, it is Rs.1,12,000/-.

6. Learned counsel appearing to the respondent/plaintiff submits that they will accept the amount as per the calculation made by the petitioner/tenant. It is submitted that he has been squatting over the property from 1994. It is submitted that the trial court has rightly passed an order considering all these aspects and there are no grounds to interfere.



7. Learned counsel appearing for the petitioner/tenant submits that the petitioner is ready to vacate the premises provided a reasonable time is granted and he seeks six months time to vacate the premises.

8. Learned counsel for the respondent submits that if the petitioner is ready to vacate the premises within 3 months, they have no objection.

9. Having heard the learned counsels on either side, perused the material on record. Considering the fact that the petitioner is in possession of the property right from the year 1994 and the judgment and decree is passed on 28.04.2026 and already the time that is granted by the trial court has elapsed, balancing the interests of both the parties, this court deems it appropriate to grant another three months time to the petitioner/tenant to vacate the premises.

10. Accordingly, this court is passing the following:

ORDER

- i. This court do not find any infirmity in the order passed by the trial Court.



- ii. Considering the request made by the petitioner and as it is acceptable to the respondent, another 3 months time is granted to vacate the premises. The petitioner shall vacate the premises by 30.10.2026 including the amount for 3 months, the petitioner shall pay an amount of Rs.1,40,500/- by 14.10.2026.
- iii. If the petitioner fails to vacate the premises, on the face of it, it is clear violation of the orders of this Court and also the undertaking given before this Court.
- iv. Accordingly, Civil Revision Petition is ***dismissed***.
- v. Pending Ias., in this petition shall stand closed.

SD/-
(LALITHA KANNEGANTI)
JUDGE

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List No.: 1 Sl No.: 40