



IN THE HIGH COURT OF UTTARAKHAND AT
NAINITAL

Civil Revision No.65 of 2026

Ajay Pant

.....Revisionist/defendant

Versus

Samrat Associates and Real Estate Limited

..... Respondent/plaintiff

Presence:-

Mr. Anil Kumar Joshi, learned counsel for the Revisionist/defendant.

Mr. Piyush Garg, learned counsel for the respondent/plaintiff.

Hon'ble Siddhartha Sah, J. (oral)

By means of the present civil revision under Section 25 of the Provincial Small Cause Courts Act, 1887, the revisionist/defendant has assailed the judgment and order dated 25.05.2026 passed by learned 2nd Additional District Judge/Judge, Small Causes Court, Nainital in Small Cause Suit No.3 of 2020, "Samrat Associates and Real Estate Limited vs. Ajay Pant", whereby the learned 2nd Additional District Judge/Judge, Small Causes Court, Nainital has decreed the suit and has directed to vacate the premises within a period of 30 days from the date of judgment and pay the arrears of rent for a period of three years amounting to Rs.2100 and damages @ Rs. 100 per day total amounting to Rs.17,600/-.

Admit.



2. The present revision emanates out of SCC suit instituted in the court of learned District Judge/Judge, Small Causes Court, Nainital by the plaintiff/respondent herein with the averments that the plaintiff/respondent is the owner/landlord of the suit premises, which has been purchased by means of sale deeds dated 25.05.2000 from the previous owners and the property stands mutated in Nagar Palika, Nainital records in the name of plaintiff.

3. It is further averred in the plaint that the revisionist/defendant is the tenant in the suit property @ 100 per month and there is relationship of landlord and tenant between the revisionist/defendant and plaintiff/respondent.

4. It is further averred in the plaint that the revisionist/defendant has not been residing in the tenanted premises since many years and has also defaulted in the payment of rent despite repeated requests.

5. It is further averred in the plaint that the plaintiff/respondent is a private limited company duly registered with the Registrar of Companies and as such the provisions of U.P. Act No.13 of 1972 are not attracted to the suit premises.

6. It is further averred in the plaint that legal notice dated 30.07.2019 was issued to the revisionist/defendant, which was received by the revisionist/defendant on 02.08.2019 on his Lucknow address, which was not complied



with. In spite of expiry of 30 days, the revisionist/defendant has not delivered the peaceful vacant possession of the tenanted property to the plaintiff/respondent and is in unauthorized occupation of the suit property, hence the suit was filed seeking possession and eviction of the tenant/defendant from the suit property and for recovery of arrears of rent and mesne profits.

7. The revisionist/defendant herein contested the aforesaid suit by filing Written Statement and refuted the plaint averments. In paragraph no.5 of the said Written Statement *inter alia* the revisionist/defendant averred that he has been continued as a tenant since time of his father @ 700 per year and has been depositing the rent under Section 30 of the U.P. Rent Control Act in the court.

8. It was also contended that there are no arrears of rent. It was categorically pleaded that the relationship of landlord and tenant between the plaintiff and the defendant had never been established, nor had the plaintiff ever informed the defendant that he had become the landlord of the property in question.

9. It was further pleaded in paragraph no.5 of the Written Statement that the defendant came to know about the purchase of the property in question by the plaintiff only when he received summons from the Court and thereafter inspected the case file. It was also pleaded that the provisions



of the U.P. Act No. 13 of 1972 were applicable in entirety. The receipt of the notice was denied. It was further pleaded that the defendant had deposited the entire admitted rent on the first date of hearing. It was contended that since the admitted rent along with expenses had been deposited on the first date of hearing, therefore, no cause of action survived either for eviction of the defendant or for recovery of mesne profits.

10. It was also contended that the plaintiff did not send any notice regarding the purchase of the property in question, therefore, the plaintiff does not have any cause of action to institute the suit. It was also asserted that no notice had ever been served upon the defendant by the plaintiff.

11. In response, the plaintiff/respondent filed a replica. In paragraph 4 thereof, it was categorically averred that the plaintiff/respondent has sent a registered notice dated 10.05.2018 to the defendant/revisionist, whereby the plaintiff company informed him that the defendant had become the owner and landlord of the building in question. It was further pleaded that the defendant had, in fact, replied to the said notice through a reply communication dated 28.05.2018.

12. In paragraph 6 of the replica, the plaintiff/respondent further pleaded that upon receipt of the defendant's reply through counsel, another registered notice



dated 06.07.2018 was sent to the defendant, enclosing all relevant ownership documents pertaining to the property in question.

13. In support of their respective pleadings, the plaintiff/respondent placed on record copies of the notices issued to the defendant along with the documents evidencing ownership of the property. On the other hand, the defendant relied upon challans and rent receipts to substantiate his defence regarding the deposit of rent.

14. Based on the rival pleadings of the parties, the trial court framed the following points for determination:

- i. Whether the plaintiff is the landlord of the property in question and whether the relationship of landlord and tenant exists between the plaintiff and the defendant?
- ii. Whether the defendant is a tenant in respect of the first floor of the main building (Western part) situated in the property in question, at a monthly rent of ₹100? If yes, what is its effect?
- iii. Whether the defendant has committed any default in the payment of rent to the plaintiff and, on account thereof, whether the plaintiff validly terminated the tenancy of the defendant



by serving a legal notice? If yes, what is its effect?

iv. Whether the provisions of the U.P. Act No.13 of 1972 are applicable to the property in question? If yes, what is its effect?

v. Whether the plaintiff is entitled to the reliefs claimed in the suit?

These were the points for determination framed by the trial court for adjudication of the dispute between the parties.

15. The parties examined their respective witnesses in support of their cases, and upon conclusion of the trial, the matter was finally heard by the learned Judge, Small Causes Court / Addl. District Judge, Nainital. By the impugned judgment and decree dated 25.05.2026, the learned Judge, SCC decreed the suit for possession, arrears of rent and mesne profits.

16. While deciding Point for Determination No.(i), the learned Judge, SCC came to the conclusion that upon purchase of the property in question, the vendee has become the landlord and the relationship of landlord and tenant came into existence.



17. In respect of Point for Determination No.(ii), the learned Judge, SCC came to the conclusion that on the basis of rent tendered to the prior landlord, the total annual rent is reckoned as Rs.700/- per annum i.e. Rs. 58.33 per month.

18. On Point for Determination No.(iii), the learned Judge, SCC came to the conclusion that the tenancy was determined vide notice dated 10.05.2018. However, tenant failed to tender the arrears of rent, hence the tenancy stands terminated.

19. On Point for Determination No.(iv), learned Judge SCC came to the conclusion that the provisions of UP Act No.13 of 1972 are applicable to the property in question.

20. On Point for Determination No.(v), the learned Judge, SCC, relied upon a number of judgments and, after considering that the rent was not tendered despite the notice dated 10.05.2018, held that the tenancy stood terminated.

21. Learned Judge, SCC also came to the conclusion that the defendant/revisionist had deposited the entire arrears of rent, taxes, and costs amounting to Rs. 18,207/- vide challan dated 18.03.2021. Thus, the entire arrears were deposited on the first date of hearing since the points for determination were framed on 25.08.2022. However, in view of paragraph 5 of the written statement, the learned Judge, SCC came to the conclusion that it could not be said that the deposit was conditional. Therefore, the tenant was not



entitled to the benefit under Section 20(4) of U.P. Act No.13 of 1972. Accordingly, the learned Judge, SCC proceeded to decree the suit for eviction/possession, arrears of rent and mesne profits.

22. Aggrieved against the aforesaid impugned judgment and order dated 25.05.2026, the present revision has been preferred.

23. Assailing the aforesaid judgment and order dated 25.05.2026, learned counsel for the revisionist/defendant would submit that in para 7 of the plaint, it has been stated by the plaintiff/respondent that there was no resolution at the time of sending the notice of 2018, hence the notice which was sent would not be a valid notice.

24. Learned counsel for the revisionist defendant would further submit that notice dated 30.07.2019, which has been mentioned in the plaint, had returned undelivered, hence there was no occasion for the trial court to decree the suit.

He has further submitted that there is no whisper of the notice of 2018 in the entire plaint and the Judge, SSC had committed an error in decreeing the suit on the basis of notice of 2018.

It is further submitted on behalf of the revisionist/defendant that the application dated 12.03.2021



for deposit of the rent is prior to the first date of hearing and was an unconditional deposit, hence the tenant/defendant was entitled to the benefit of Section 20(4) of UP Act No.13 of 1972 and learned Judge, SSC has erred at law by not extending the benefits of the provisions of Section 20(4) of UP Act No.13 of 1972.

25. Learned counsel for the defendant/revisionist has placed reliance upon a judgment of the High Court of Judicature at Allahabad in the case of “Praveen Sharma (since deceased) and others vs. Ravi Kumar and another”, rendered in S.C.C. Revision No.269 of 2014 and has invited the attention of the Court to the certain portions thereof as follows:-*“The Supreme Court, while interpreting the principles contained in Section 116 of the Evidence Act in Subhash Chandra Versus Mohammad Sharif and others, AIR 1990 SC 636 held that “where the landlord has not himself inducted the tenant in the disputed property and his rights are founded on a derivative title, for example, as an assignee, donee, vendee, heir, etc., the position is a little different. A tenant already in possession can challenge the plaintiff’s claim of derivative title showing that the real owner is somebody else, but this is subject to the rule enunciated by S. 116 of the Evidence Act. The section does not permit the tenant, during the continuance of the tenancy, to deny that his landlord had at the beginning of the tenancy a title to the property. The rule is not confined in its application to cases where the original landlord brings an action for eviction,*



a transferee from a landlord also can claim the benefit, but that will be limited to the question of the title of the original landlord at the time when the tenant was let in."

Where the tenant denies the title of the assignee, landlord bonafidely, to satisfy himself that he has acquired a valid title, it is held by the Supreme Court in Sheela & others Versus Firm Prahlad Rai Prem Prakash, 2002 (47) ALR 415 that it would not result in forfeiture of the tenancy on the ground of denial of title. It has also been observed by the Supreme Court that since forfeiture on the ground of denial of title operates harshly against the tenant, therefore, in order that the same operates as a ground for eviction, the denial of the title of the landlord should not be for bona fide reasons. The relevant extract from the law report is as under : -

In our opinion, denial of landlord's title or disclaimer of tenancy by tenant is an act which is likely to affect adversely and substantially the interest of the landlord and hence is a ground for eviction of tenant within the meaning of clause (c) of sub-section (1) of Section 12 of M.P. Accommodation Control Act, 1961. To amount to such denial or disclaimer, as would entail forfeiture of tenancy rights and incur the liability to be evicted, the tenant should have renounced his character as tenant and in clear and unequivocal terms set up title of the landlord in himself or in a third party. A tenant bona fide calling upon the landlord to prove his



ownership or putting the landlord to proof of his title so as to protect himself (i.e. the tenant) or to earn a protection made available to him by Rent Control Law but without disowning his character of possession over the tenancy premises as tenant cannot be said to have denied the title of landlord or disclaimed the tenancy. Such an act of the tenant does not attract applicability of Section 12(1)(c) abovesaid. It is the intention of the tenant, as culled out from the nature of the plea raised by him, which is determinative of its vulnerability.....

In the instant case, albeit the defendants having taken a plea that the sale deed is illegal and void they not only attorned in favour of the plaintiffs but while making deposit under Section 20(4), they specifically pleaded that the deposit is unconditional meaning thereby that it could be withdrawn by the landlord forthwith. In case, there had been any pleading that unless the plaintiffs prove their title to the disputed shop, they should not be permitted to withdraw the amount deposited under Section 20(4) of the Act, it would have made the deposit conditional. Since no such condition was imposed, therefore, in considered opinion of the Court, the deposit made under Section 20(4) of the Act cannot be said to be a conditional deposit. The view taken by the trial Court to the contrary is manifestly illegal." He would submit that since the title of the previous landlord was neither disputed nor denied, albeit admitted by the defendant/revisionist, consequently, there



was no occasion for the learned Judge, Small Causes Court, to record a finding that the deposit made by the defendant was a conditional deposit. It is thus contended that the said finding is contrary to the settled principles of law laid down in the aforesaid judgment and is liable to be set aside.

26. Learned counsel for the defendant/revisionist has also referred to a judgment of Hon'ble Supreme Court in the case of Sheela & Others vs. Firm Prahlad Rai Prem Prakash as quoted in the said judgment in the case of “Praveen Sharma (since deceased) and others vs. Ravi Kumar and another”, and he would submit that since the defendant was not having the knowledge of transfer of property in favour of the plaintiff, hence that cannot be deemed to be a denial of the title of the landlord/plaintiff.

With reference to the judgment of ‘Praveen Sharma’ (supra), learned counsel for the revisionist/defendant would further submit that since no condition was imposed by the defendant/revisionist, therefore the deposit amount made under Section 20(4) of UP Act No.13 of 1972 cannot be said to be a conditional deposit. He further submitted that so far as the notice of 2019 is concerned, that is of July 2019, is not served.

27. *Per contra*, learned counsel for the plaintiff/respondent would draw the attention of the Court to paragraph nos.4 and 6 of the replica. In paragraph 4 thereof,



it was categorically averred that the plaintiff/respondent has sent a registered notice dated 10.05.2018 to the defendant/revisionist, whereby the plaintiff company informed him that the defendant had become the owner and landlord of the building in question. It was further pleaded that the defendant had, in fact, replied to the said notice through a reply communication dated 28.05.2018 and in paragraph 6 of the replica, the plaintiff/respondent further pleaded that upon receipt of the defendant's reply through counsel, another registered notice dated 06.07.2018 was sent to the defendant, enclosing all relevant ownership documents pertaining to the property in question.

Referring to para 5 of the WS of the defendant/revisionist, learned counsel for the plaintiff/respondent herein would submit that it is an absolutely false averment in the WS that plaintiff did not send any notice to the defendant about having become the landlord of the property in question.

Learned counsel for the respondent-plaintiff would make the submission that not only the notice dated 10.05.2018 was sent to the defendant regarding the intimation, the plaintiff having become the owner of the property in question, the defendant, in fact, replied to the said legal notice dated 10.05.2018 by reply dated 28.05.2018. Hence, such pleadings are absolutely false and frivolous.



28. Supporting the findings recorded by the learned Judge, SCC and defending the impugned judgment, learned counsel for the plaintiff/respondent invited the attention of the Court to the judgment of the Hon'ble Supreme Court in Mangal Sen v. Kanchhid Mal, reported in (1981) 4 SCC 117, and particularly to paragraph 10 thereof. Paragraph 10 of the said judgment is extracted hereinbelow for ready reference:-

“10. The provisions of sub-section (4) will get attracted only if the tenant has, at the first hearing of the suit, unconditionally paid or tendered to the landlord the entire amount of rent and damages for use and occupation of the building due from him together with interest thereon at the rate of nine per cent per annum and the landlord's costs of the suit in respect thereof, after deducting therefrom any amount already deposited by him under sub-section (1) of Section 30. There is absolutely no material available on the record to show that the alleged deposit of Rs 1980 was made by the tenant on the first date of hearing itself and, what is more important, that the said deposit was made by way of an unconditional tender for payment to the landlord. The deposit in question is said to have been made by the appellant on January 25, 1974. It was only subsequent thereto that the appellant filed his written statement in the suit. It is noteworthy that one of the principal contentions raised by the appellant-defendant in the written statement was that since he



had stood surety for the landlord for arrears of Sales Tax, there was no default by him in the payment of rent. In the face of the said plea taken in the written statement, disputing the existence of any arrears of rent and denying that there had been a default, it is clear that the deposit, even if it was made on the date of the first hearing, was not an unconditional tender of the amount for payment to the landlord. Further, there is also nothing on record to show that what was deposited was the correct amount calculated in accordance with the provisions of Section 20(4). In these circumstances, we hold that the appellant has failed to establish that he has complied with the conditions specified in sub-section (4) of Section 20 and hence he is not entitled to be relieved against his liability for eviction on the ground set out in clause (a) of sub-section (2) of the said section.”

29. Referring to the observations made by the Hon'ble Supreme Court in the aforesaid paragraph, learned counsel for the plaintiff/respondent submitted that since certain pleas are taken in the written statement particularly in paragraph 5 thereof that the relationship of landlord and tenant was not established between the plaintiff and the defendant, hence it would be in the nature of conditional deposit. Consequently, the defendant was not entitled to the benefit contemplated under law, and the learned Judge, SCC, has rightly denied the same.



30. Learned counsel for plaintiff / respondent further submitted that even if the deposit was made on the date of first hearing, the same was not an unconditional tender of the amount to the landlord.

31. Learned counsel for the plaintiff/respondent would further rely upon a judgment of Hon'ble Supreme Court in the case of “Ghoorey Lal vs. Sheo Murti Gupta and Another”, reported in (1994) 5 SCC 339, which is extracted hereinbelow for ready reference:-

“1. In this case having regard to the stand taken by the appellant in his written statement, we think it is not an unconditional deposit under Section 20(4) of the U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 (Act XIII of 1972). In fact, after narrating that the landlord did not have title in paragraph 15 it is averred:

“That though the respondent, in the above circumstances, does not admit to being the tenant of the plaintiff, still, without prejudice to his rights regarding the rate of rent, has deposited on September 21, 1978, the entire alleged rent from August 1, 1975 to July 31, 1978 at the rate of Rs 10 per month along with cost of the suit and interest thereon, in total Rs 553.25 by tender dated September 21, 1978 in the court of Judge, Small Cause Court, Allahabad in Sheo Murti



*Gupta v. Ghooreylal [Suit No. 335 of 1978] .
Therefore, the respondent is entitled to the protection
given by Section 20(4) of the U.P. Act No. 13 of 1972
against eviction.”*

*2. The fact that even here no unmistakable term denies
the title of the landlord would amount to a conditional
deposit. The court below is correct. The civil appeal
stands dismissed. The question of grant of time is left to
the executing court. No costs.”*

32. Learned counsel for the plaintiff/respondent would thus submit that the judgment of “Ghoorey Lal” is squarely applicable in the present case, in as much as denial of title of the plaintiff would amount to a conditional deposit and the trial court has rightly denied the benefit of Section 20(4) of U.P. Act No.13 of 1972.

33. The learned counsel for the plaintiff/respondent herein would further submit that the *bona fide* denial of the title of the plaintiff would not amount to forfeiture of tenancy and in this regard, the learned counsel for the plaintiff/respondent has invited the attention of the Court to provisions of Section 20(2)(f) of U.P. Act No.13 of 1972, but learned counsel for the plaintiff/respondent would submit that in the present case, it is a case of *malafide* denial in as much as in Para 5 of the WS, there is categorical averment that the relationship of tenant and landlord has not been



established despite there being service of notice dated 10.05.2018 which was duly replied by the learned counsel for the defendant/revisionist by virtue of reply dated 28.05.2018.

34. Learned counsel for the plaintiff/respondent would further attract the attention of the Court to ground 'C' of the memo of revision in which it has been categorically contended that "the said finding is totally perverse as Section 20(4) only provides the deposit unconditionally and the denial of landlord tenant relationship has no role to play. Apart from the above the ownership was denied on the ground of no knowledge of purchase of premises, thus the same cannot be treated as denial of ownership."

35. Referring to the same, learned counsel for the plaintiff-respondent would further submit that even in the said ground as taken in the memo of revision, the defendant-revisionist has categorically denied the ownership of the plaintiff-respondent over the property in question, hence, no latitude whatsoever can be granted to the defendant in terms of provisions of Section 20(4) of U.P. Act No.13 of 1972 and the impugned judgment and order are per law and do not warrant any interference under Section 25 of Provincial Small Cause Courts Act, 1887.

36. In rejoinder, learned counsel for the defendant/revisionist submitted that the judgment of the Hon'ble Supreme Court in "Mangal Sen" (supra) is



distinguishable on facts and, therefore, has no application to the present case. In response, learned counsel for the plaintiff–respondent contended that in “Mangal Sen” (supra), the deposit had been made subject to the condition that there was no default on the part of the tenant. He submitted that the factual matrix of the present case is squarely covered by the said judgment, inasmuch as the defendant, while denying the relationship of landlord and tenant, has also denied the allegation of default. Accordingly, it was argued that the ratio laid down in Mangal Sen applies in its entirety to the present dispute.

37. Having considered the rival submissions advanced by learned counsel for the parties, perused the record, and examined the impugned judgment, the following two key points arise for determination in the present revision under Section 25 of the Provincial Small Cause Courts Act, 1887:

(i) Whether the finding recorded by the trial court on Point for Determination No.(iii), regarding determination of tenancy, is sustainable in law?

(ii) Whether the finding of the trial court as to the denial of the benefit under Section 20(4) of the U.P. Act No.13 of 1972 is legally justified and sustainable in law?

(I) VALIDITY OF NOTICE-



38. On the one hand, learned counsel for the defendant-revisionist would submit that the notice dated 30.07.2019 has been pleaded in the plaint and that there is not even a whisper regarding the notice of the year 2018 anywhere in the plaint.

39. *Per contra*, learned counsel for the plaintiff/respondent would submit that it has been categorically pleaded in the replication that, by virtue of notice dated 10.05.2018, an intimation regarding the plaintiff-respondent having become the landlord of the property in question was duly sent to the defendant-revisionist. It is further submitted that the said notice was in fact served upon the defendant-revisionist and was duly replied to by him through his counsel on 28.05.2018.

40. Learned counsel for the plaintiff/respondent herein would contend that the defendant/revisionist was put under due notice as to the ownership having vested in the plaintiff/respondent and what is being pleaded is absolutely against the record.

41. Learned counsel for the plaintiff/respondent has, thus, contended that in the plaint, it has rightly been pleaded that the notice dated 30.07.2019 was served upon the defendant/revisionist at his Lucknow address on 02.05.2019, and the tenancy stood terminated by virtue thereof. After considering the effect of the said notice dated 30.07.2019, it



is clear that the tenancy of the defendant/revisionist stood terminated upon the expiry of 30 days from the date of service of the said notice upon the defendant/revisionist.

42. In Point for Determination No.(iii), the trial court noted the cross-examination of the defendant/revisionist, wherein he stated that he did not have any knowledge of the notice sent on 30.07.2019. With regard to the notice dated 10.05.2018, the trial court came to the conclusion that the defendant/revisionist had failed to pay the arrears of rent despite the receipt of the said notice. Therefore, Point for Determination No.(iii) was decided against the defendant/revisionist.

43. After considering the pleadings, the findings recorded on Point for Determination No.(iii), and the plaint, it is clear that there was default in tendering of arrears of rent on the part of the revisionist/defendant and the notice of termination of tenancy was served on defendant, therefore, the trial court returned a finding with respect to the termination of tenancy and the arrears of rent.

(II) Whether the deposit made by the defendant/revisionist was a conditional deposit?

44. After considering the rival submissions of learned counsel for the parties, it is absolutely clear that by virtue of an application dated 12.03.2021, the defendant/revisionist had sought deposit of arrears of rent, costs, interest etc. The



deposit was made by Challan dated 18.03.2021 of Rs.18,207/-. Now what is left to be determined is whether this deposit of Rs.18,207/- was conditional or unconditional.

45. On the one hand, learned counsel for the revisionist/defendant would submit that the deposit was made before the first date of hearing and that it was an unconditional deposit. On the other hand, learned counsel for the plaintiff/respondent would submit that the deposit was not unconditional but was conditional. In support of his submission, he referred to paragraph 5 of the written statement, wherein there is a categorical averment that the relationship of landlord and tenant has not been established.

46. Learned counsel for the plaintiff/respondent submitted that the deposit was conditional and, placing reliance on the judgments of the Hon'ble Supreme Court in the cases of *Mangal Sen* and *Ghoorey Lal*, contended that since the defendant/revisionist had not admitted the relationship of landlord and tenant between the plaintiff and the defendant, the deposit, even though made prior to the filing of the written statement, would be deemed to be a conditional deposit. Therefore, the benefit of Section 20(4) of U.P. Act No.13 of 1972 could not have been extended to the defendant/revisionist, and the trial court has rightly declined the same. Hence, there is no error in the judgment of the trial



court, and the findings recorded on this point do not warrant any interference.

47. On the other hand, learned counsel for the revisionist/defendant, while referring to the judgment of the High Court of Judicature at Allahabad in *Praveen Sharma (since deceased) and others vs. Ravi Kumar and another*, contended that the deposit made by the revisionist/defendant was a bona fide deposit. Referring further to the judgment in *Sheela & others vs. Firm Prahlad Rai Prem Prakash*, he submitted that the revisionist/defendant had, in fact, admitted the title of the previous landlord and, as such, the benefit of Section 20(4) of U.P. Act No. 13 of 1972 ought to have been granted.

48. On consideration of the rival submissions of the learned counsel for the parties and upon going through the record and after considering the judgments of the Hon'ble Supreme Court, it is evident that the deposit of the entire arrears of rent, costs, interest, etc., made by the defendant/revisionist even prior to the first date of hearing, would not amount to an unconditional deposit as mandated under Section 20(4) of U.P. Act No. 13 of 1972 if the title of the plaintiff / landlord is denied. This is because, in paragraph 5 of the written statement, the defendant/revisionist has categorically pleaded that the relationship of landlord and tenant had not come into



existence. The same stand has, in fact, been reiterated in the revision as well, wherein, in Ground C of the memo of revision, there is again an attempt to deny the ownership of the plaintiff/respondent.

49. In view of the overall facts and circumstances of the case, the law applicable, and particularly the clear mandate of Section 20(4) of U.P. Act No. 13 of 1972, which contemplates an unconditional deposit for seeking the benefit of the said provision, this Court is of the considered opinion that, in the present case, there is a clear averment in the written statement that the relationship of landlord and tenant had not come into existence between the parties. In such an eventuality, the deposit being a condition deposit, the benefit of Section 20(4) of U.P. Act No. 13 of 1972 could not have been extended to the defendant/revisionist, and the trial court has rightly arrived at the said conclusion.

50. In such view of the matter, since the trial court has arrived at the correct conclusion and has rightly decreed the suit, the impugned judgment and decree dated 25.05.2026 do not warrant any interference by this Court and this revision deserves to be dismissed.



51. Accordingly, the present Civil Revision under Section 25 of Provincial Small Cause Courts Act, 1887 is hereby dismissed.

(Siddhartha Sah, J.)

19.06.2026

Akash