

HON'BLE SRI JUSTICE R.SUBHASH REDDY

CIVIL REVISION PETITION No.4055 of 2014

ORDER :

Though the matter is listed in interlocutory stage, at request of the learned counsel for parties, the revision itself is heard and being disposed of.

2. This Civil Revision Petition, under Article 227 of the Constitution of India, is filed by the petitioners-defendants aggrieved by the order and decree dated 11.07.2014 in I.A.No.464 of 2013 in O.S.No.199 of 2012 passed by the XIII Additional District Judge, Vijayawada, Krishna District, allowing the application filed by the respondent-plaintiff under Section 15-A and Section 151 of C.P.C., seeking to strike off the defence of the petitioners-defendants until payment of defaulted rent from March, 2011 to the date as mentioned in the application.

3. The petitioners are defendants and the respondent is plaintiff in O.S.No.199 of 2012. For the sake of convenience, in this revision, the parties are referred to as they are arrayed in the suit before the Court below.

4. The plaintiff filed the aforesaid suit for eviction and recovery of defaulted rent in respect of the suit schedule property, admeasuring 2000 square feet, which

was leased out to the defendants as per the lease agreement dated 28.12.2011 entered into between the parties. Subsequently, the said agreement was renewed for a further period of 36 months commencing from 25.10.2009 to 25.10.2012 on a monthly rent of Rs.54,461/-. After expiry of the said period, the plaintiff got issued a quit notice dated 25.11.2011 and filed the aforesaid suit for eviction and recovery of defaulted rent. On the ground that the defendants have to pay defaulted rent from March, 2011 to December, 2011 and also damages, the plaintiff has filed the present application in I.A.No.464 of 2013 for the aforesaid relief. The said application is allowed by the Court below through the impugned order dated 11.07.2014. Aggrieved by the same, the defendants have filed the present civil revision petition.

5. It is the contention of the learned counsel for defendants that the defendants have already vacated the suit schedule premises on 7.4.2011 and inspite of the repeated requests to accept the keys of the locked premises, the plaintiff is not coming forward to take the keys.

6. On the other hand, learned counsel for the plaintiff contends that there was a damage to the property, as such, the security deposit was not refunded to the

defendants. It is further contended that the defendants have not vacated the suit schedule premises and as the premises continued under their lock and key, they are liable to pay the agreed rents and, as such, the Court below has rightly ordered the defendants to pay the agreed rent of Rs.50,460/- from March, 2011 to August, 2013, failing which to strike off their defence.

7. Heard learned counsel for the parties and perused the impugned order and the material on record.

8. It is not in dispute that the defendants have entered into a lease agreement with the plaintiff. It is also not in dispute that the suit schedule premises was under lock and key of the defendants. While, it is the contention of the learned counsel for the defendants that though the defendants tried to hand over the keys, the plaintiff did not come forward to take the keys, learned counsel for the plaintiff contends that there is a damage to the property in question and only on the ground that the plaintiff has not refunded the security deposit, the defendants have not handed over possession and continued in possession of the said premises, as such, they are liable to pay the agreed rent as ordered by the Court below.

9. It is to be seen that since the suit schedule premises is in lock and key of the defendants, for all

practical purposes, it is to be held that the defendants are in continuous possession of the premises and, as such, they are liable to pay the agreed rent as ordered by the Court below. Merely because the defendants have stated in the written statement that they are prepared to handover the keys of the suit schedule premises, but the plaintiff is not coming forward to take the keys, that itself is not a ground to deprive the plaintiff the agreed rent ordered to be paid in the impugned order. Therefore, in the absence of any other material to show that the defendants have effectively handed over possession of the suit schedule premises to the plaintiff, this Court is not inclined to interfere with the impugned order passed by the Court below, exercising jurisdiction under Article 227 of the Constitution of India.

10. For the aforesaid reasons, this civil revision petition is devoid of merits and is accordingly dismissed. As a sequel, miscellaneous petitions pending, if any, shall stand closed. No order as to costs.

JUSTICE R. SUBHASH

REDDY
06.02.2015.
Msr

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