

HON'BLE SRI JUSTICE R. SUBHASH REDDY

CIVIL REVISION PETITION No.5357 of 2015

ORDER :

This civil revision petition is filed under Section 22 of the A.P.Buildings (Lease, Rent and Eviction) Control Act, 1960, by the tenant, aggrieved by the order of eviction, dated 05.09.2011, passed by the IV-Additional Rent Controller, Hyderabad, in R.C.No.197 of 2009, as confirmed by the learned Additional Chief Judge, City Small Causes Court, Hyderabad, by judgment, dated 07.10.2015, passed in R.A.No.224 of 2011.

2. The respondent/landlady has filed eviction petition under Section 10(2)(i) and 10(3)(a)(iii)(b) of A.P. Buildings (Lease, Rent and Eviction) Control Act, 1960, for eviction of tenant from the petition schedule premises bearing No.2-3-508/1/A, Plot No.3, Ward No.2, Block No.3 in Sy.Nos.144/1 and 145/1 with appurtenant land, situated at Lateefnagar, Amberpet, Hyderabad.

3. It is the allegation of the landlady that the appellant is tenant in the petition schedule premises on a monthly rent of Rs.1,500/- and the tenancy is oral. On the allegation of willful default in payment of rents from 01.01.2004 and also on further ground that the petition schedule premises is required to her only son who has discontinued his studies to start up a business. While

pleading that the appellant/tenant has forged certain rental receipts and also security deposit receipt, pleaded for eviction on the grounds of willful default and bonafide requirement.

4. The appellant has contested the petition by filing counter affidavit in R.C.No.197 of 2009. In the counter affidavit, the appellant has denied the allegation of committing default in payment of rent and pleaded that he has paid an amount of Rs.1,50,000/- as security deposit and also continuously paying rents from 01.01.2004 onwards. Further, in the counter affidavit, the appellant has pleaded that the landlady does not require the petition schedule premises bonafidely and she has not mentioned as to what business her son wants to do.

5. Before the Rent Controller, the petitioner/landlady was examined as PW-1, her son was examined as PW-2 and the handwriting expert was examined as PW-3 and documents under Exs.P-1 to P-5 were marked. Respondent/tenant was examined as RW-1 and one more witness was examined as RW-2 and documents under Exs.R-1 to R-4 were marked.

6. The learned Rent Controller, by appreciating the oral and documentary evidence on record, has ordered eviction on the ground of willful default. The Rent Controller has recorded a finding that there is no evidence

to prove that the tenant has paid rents from April 2006 to March 2009 and further relying on the evidence of PW-3 and Ex.P-5, also disbelieved the version of the tenant that the landlady has received an amount of Rs.1,50,000/- as security deposit. The Rent Controller, by negating the plea of bonafide requirement, has ordered eviction only on the ground of willful default. As against the order of eviction, the tenant has filed appeal in R.A.No.224 of 2011 and the appellate Tribunal, by reappreciating the evidence on record, has confirmed the order of eviction by judgment, dated 07.10.2015.

7. In this civil revision petition, it is contended by the learned counsel for petitioner that the primary Tribunal has ordered eviction and the same is confirmed by the appellate Tribunal mechanically without considering the additional evidence filed on his behalf. It is further submitted that in the absence of any evidence on record, both the Tribunals have erred in accepting the plea of willful default and ordered eviction.

8. In this case, from the material on record, it is clear that the eviction is sought on the grounds of willful default and bonafide requirement. It is also the case of landlady that the tenant has forged her signature and created rental receipts and also the receipt for security deposit of Rs.1,50,000/-. Alleging that the landlady is trying to evict him illegally, the appellant/tenant has filed a suit in

O.S.No.1760 of 2006 on the file of 19th Junior Civil Judge, City Civil Court, Hyderabad. With reference to same receipts, a criminal complaint is filed alleging forgery and cheating. The documents were sent to expert and the expert has submitted his opinion vide Ex.P-5, dated 07.12.2009. The expert was also examined as PW-3. From the documentary evidence under Ex.P-5, coupled with oral evidence of PW-3, the Tribunal has opined that the landlady has not passed any receipts, as pleaded by the tenant. In view of such evidence on record and in the absence of any other evidence to show that he has paid rents for the default period, this Court is also of the view that the primary as well as the appellate Tribunals have correctly appreciated the evidence on record and ordered eviction on the ground of willful default. Though it is pleaded by the learned counsel for petitioner that during the pendency of the appeal, the gift deeds which were executed in favour of the landlady were cancelled, such cancellation will not have any bearing on the order of eviction. Further, the tenant cannot be allowed to retain possession by disputing the title of landlady on the ground that earlier gift deeds executed in her favour, were cancelled.

9. For the aforesaid reasons, this Court does not find any merit in this revision petition, which is accordingly dismissed.

10. As it is pleaded by the learned counsel for petitioner that some time is needed for the petitioner to secure alternate accommodation, Four months time from today is given to the petitioner to vacate the premises, subject to filing an undertaking before the Registry of this Court within two weeks from the date of receipt of this order, undertaking to vacate the premises before the expiry of four months from today.

Pending miscellaneous applications, if any, shall stand closed. No order as to costs.

R. SUBHASH REDDY, J

4th December 2015

ajr