

HON'BLE SRI JUSTICE M. SEETHARAMA MURTI

Second Appeal No.1324 of 2010

JUDGMENT:

This appeal, under Section 100 of the Code of Civil Procedure, 1908 ('CPC' for brevity), by the unsuccessful defendant is directed against the decree and judgment dated 03.09.2010 of the learned XIII Additional Chief Judge (Judge, Fast Track Court), City Civil Court, Hyderabad passed in A.S.No.534 of 2006. The learned Additional Chief Judge while dismissing the said appeal of the defendant had confirmed the decree and judgment dated 04.09.2006 of the learned Principal Rent Controller-cum-XII Junior Civil Judge, Hyderabad passed in O.S.No.956 of 2001 filed by the sole plaintiff (since died) for recovery of possession of the premises bearing No.10-3-7/1, Mehdipatnam, Hyderabad, morefully described in the schedule annexed to the plaint, for mesne profits @ Rs.6,000/- p.m. from 01.03.2001 till the date of delivery of possession and costs and had further directed the defendant to vacate and handover the vacant possession of the said property to the plaintiff.

2. I have heard the submissions of the learned counsel for the appellant/defendant ('the defendant' for brevity) and the learned counsel for the respondents-legal representatives of the deceased sole plaintiff ('the plaintiffs' for brevity). I have perused the material record.

3. At the time of admission of the second appeal, this Court had formulated the following substantial questions of law.

- a. The notification issued by the Government exercising powers under provisions of Wakf Act is not a conclusive proof of title that it is a wakf property in the absence of any challenge to the said notification by the person interested in a competent civil Court within the period of limitation prescribed under proviso to section 6 of the Act?
- b. In view of the amendment of the Andhra Pradesh Buildings (Lease, Rent and Eviction) Control Act, 1960, as amended by Act 17 of 2005, enhancing the jurisdiction of the Rent Controller from Rs.1,000/- to Rs.3,500/- whether the civil Court jurisdiction is not ousted and the decree of eviction passed by the civil Court is not

a nullity?

4. To adjudicate the *lis* and answer the substantial questions of law, it is necessary to refer to the pleadings of the parties and state the facts that lead to the filing of the second appeal by the defendant.

4.1 The case of the plaintiff, in brief, is thus –

The plaintiff (since died) is the owner and the landlady of the plaint schedule non-residential premises. The defendant is a tenant of the plaintiff. As per the terms of the rental deed dated 01.02.1995 the tenancy had commenced from February, 1995. The agreed initial period of tenancy was 11 months. The monthly rent payable by the defendant-tenant to the deceased-plaintiff was Rs.1,400/-. The said rent was exclusive of electricity consumption charges and municipal taxes payable on the property. It was agreed that the rent fixed is to be enhanced by 5% at the end of the period of every 11 months. Accordingly as on the date of the suit, the rent payable by the defendant to the deceased plaintiff was Rs.1,470/-. The month of tenancy is English calendar month. The defendant had deposited a sum of Rs.75,000/- as security deposit and the same is refundable to the defendant at the time of vacating the premises. The defendant had paid rents up to July 1996 and had committed default in payment of rents from August 1996 till the end of February 2001, which comes to Rs.91,656.20 ps. The defendant had failed to pay the said arrears of rent in spite of the repeated demands made by the deceased plaintiff. However, the claim of arrears of rent is restricted to Rs.52,920/- up to February 2001 in view of law of limitation. After adjusting the said amount from out of the deposit of Rs.75,000/- available with the plaintiff, the balance thereof is adjustable towards future mesne profits. The plaintiff had got issued a notice dated 08.02.2001 as per the provisions of Section 106 of the Transfer of Property Act, terminating the tenancy of the defendant by the end of February 2001. The defendant had received the said notice. The defendant is not a protected tenant and as such the provisions of Act 15 of 1960 are not applicable to the case. In spite of the termination of tenancy, the defendant had failed to vacate and deliver the vacant possession of the plaint schedule property. The defendant had not issued any reply to the quit notice of the plaintiff. Hence the suit is filed.

4.2 The defendant while denying the material allegations in the plaint had *inter alia*

contended in the written statement as follows:

The defendant had obtained the suit mulgi on lease from the plaintiff in the year 1995 after executing a written lease deed for a period of 11 months and had deposited Rs.75,000/- towards refundable deposit. The lease transaction was entered into by the defendant with the plaintiff under the impression that the plaintiff is the owner of the plaint schedule property. The lease was extended from time to time and a fresh rental deed was executed on 01.02.1995 for a period of 11 months and the monthly rent was fixed at Rs.1,400/- exclusive of electricity consumption charges with the understanding that the rent will be enhanced by 5% at the end of every year. Thereafter, the tenancy has become month to month tenancy. The defendant had paid rents up to November 1997, vide account payee cheque bearing No.533937 for Rs.1620.75 ps., and the plaintiff had received the same and signed on the Photostat copy of the cheque. However, when the defendant had handed over a cheque bearing No.533963 dated 02.12.1997 towards rent for the month of December 1997, the plaintiff had received the same but had later returned the cheque to the defendant. Hence the defendant had sent the said cheque to the plaintiff with a covering letter dated 03.12.1997 by registered post; but, the plaintiff had refused to receive the same and hence, the said letter was returned with an endorsement "refused to accept". Again on 02.01.1998, the defendant had sent rents for December 1997 and January 1998, by a cheque bearing No.533966 dated 02.01.1998 for Rs.3241.50 ps., along with a covering letter to the plaintiff by registered post and the said letter was also returned with an endorsement "refused to accept". The defendant had continued the practice of sending the rents to the plaintiff through cheques/D.Ds by registered post or by money orders but, the plaintiff had refused to receive the same. The practice had thus continued till September 2000. However, the plaintiff went on refusing to receive the rents for the reasons best known to her. While so, the officials of the Wakf Board came to the suit mulgi in the month of June 2000 and had stated that the suit property was notified as wakf property and the defendant has to pay the rents to A.P. Wakf Board and that otherwise he would be evicted by the Board. On enquiries made by the defendant, he came to know that the suit property and its adjoining properties are wakf properties and they are notified in the A.P. Gazette dated 30.08.1984. Having left with no other option, but, to accept the demand of A.P. State Wakf Board and having become a tenant of the Wakf Board, the defendant was obliged to fulfil the requirements of the Wakf Board. The Wakf Board, vide memo dated 30.09.2000, had

approved the defendant's tenancy in respect of the plaint schedule property with a condition to deposit a sum of Rs.20,000/- towards non-refundable deposit. The monthly rent was fixed at the rate of Rs.1,300/- and the same is payable to the Wakf Board on or before 5th of each calendar month. The said rents are payable from 01.08.2000. The Wakf Board had also demanded the defendant to execute a fresh lease deed in favour of the Wakf Board. Accordingly, the defendant had entered into an agreement of lease dated 27.03.2001 with the Wakf Board and is paying rents to the Wakf Board regularly and had stopped paying rents to the plaintiff as she is not the owner of the property. Since the deceased plaintiff is not the owner of the property and as the plaint schedule property is notified as wakf property, the deceased plaintiff is not entitled to claim rents or recover the possession from the defendant. The defendant is making a counter claim for Rs.75,000/- which is admittedly deposited as a refundable deposit. The suit is liable to be dismissed with exemplary costs.

4.3 Taking into consideration the above pleadings the trial Court had framed the following issues.

1. **Whether there exists the jural relationship of landlord and tenant between the parties to the suit?**
2. **Whether the plaintiff is entitled to the decree of eviction of the defendant?**
3. **Whether the plaintiff is entitled to the mesne profits as prayed for?**
4. **Whether the defendant is entitled to recover the sum of Rs.75,000/- from the plaintiff by way of counter-claim?**
5. **Whether this court has got jurisdiction to try the suit?**
6. **To what relief?**

4.4 During the course of trial, the plaintiff (since died) and her supporting witness were examined as PWs1 and 2 and exhibits A1 to A47 were marked on her side. The defendant and his supporting witnesses were examined DWs1 to 4 and exhibits B1 to B96 were marked on his side. Exhibits X1 and X2 were also marked.

4.5 On merits, the trial Court had decreed the suit of the plaintiff with costs and directed the defendant to vacate and handover vacant possession of the suit schedule property within two months from the date of its judgment. The plaintiff was also held entitled to the mesne profits at the rate of Rs.4,000/- per month from the date of filing of the suit till the defendant vacating and delivering the suit schedule

property to the plaintiff. The first appeal preferred by the plaintiff was dismissed confirming the decree and the judgment of the trial Court. Therefore, the defendant is before this Court by way of this second appeal.

5. Considering the narrow compass of the two substantial questions of law raised, what is to be noted is that the decision in this second appeal shall be confined to the determination of the two substantial questions.

6.1 Dealing with the first question it is to be noted that the contentions advanced on behalf of the defendant are as under: 'On the belief that the plaintiff is the owner of the suit property, the defendant had obtained the suit mulgi from the plaintiff, initially on 01.10.1990. He had also executed a rental deed dated 05.10.1990 for a period of 11 months and the rent that was agreed to be paid at that time was Rs.1,100/- exclusive of electricity charges payable by the defendant. Thereafter, a fresh lease was executed between the plaintiff and the defendant on 01.02.1995 for a period of 11 months. At that time the monthly rent was fixed at Rs.1,400/- exclusive of electricity charges. As per the agreement between the parties the rents are to be enhanced at the rate of 5% per annum. Thus, the defendant had obtained the suit mulgi from the plaintiff in the year 1990 by executing a lease deed initially for Rs.1,100/- and by depositing Rs.75,000/- towards refundable deposit under the impression that the plaintiff is the owner of the suit property; and, subsequently the said lease was extended from time to time. Finally the tenancy has become a month to month tenancy. While so, the rents offered to be paid by the defendant were refused by the plaintiff. Further, the officials of the Wakf Board came to the suit mulgi in the month of June 2000 and had stated that the suit property was notified as Wakf property and the defendant has to pay the rents to A.P. Wakf Board and that otherwise he would be evicted by the Board. On enquiries made by the defendant, he came to know that the suit property and its adjoining properties are wakf properties and they are notified in the A.P. Gazette dated 30.08.1984. Having left with no other option, but, to accept the demand of A.P. State Wakf Board and having become a tenant of the Wakf Board, the defendant was obliged to fulfil the requirements of the Wakf Board. The Wakf Board, vide memo dated 30.09.2000, had approved the defendant's tenancy in respect of the plaint schedule property with a condition to deposit a sum of Rs.20,000/- towards non-refundable deposit. The monthly rent was fixed at the rate of Rs.1,300/- and the same is payable to the Wakf

Board on or before 5th of each calendar month. The said rents are payable from 01.08.2000. The Wakf Board had also demanded the defendant to execute a fresh lease deed in favour of the Wakf Board. Accordingly, the defendant had entered into an agreement of lease dated 27.03.2001 with the Wakf Board and is paying rents to the Wakf Board regularly and had stopped paying rents to the plaintiff as she is not the owner of the property. Since the deceased plaintiff is not the owner of the property and as the plaint schedule property is notified as wakf property, the deceased plaintiff is not entitled to claim rents or recover the possession from the defendant. Thus the plaintiff, who is not the owner of the plaint schedule property, is not entitled to seek the eviction of the defendant from the schedule property.'

6.2 On the other hand, the case of the plaintiff is that the plaintiff is the absolute owner of the plaint schedule property and the plaintiff has leased out the plaint schedule property to the defendant and that the defendant, who had entered into the property as a tenant of the plaintiff having accepted the ownership of the plaintiff cannot turn around and deny the title of the plaintiff and set up title either in the Wakf Board or any third party and that 'once a tenant is always a tenant' is the settled proposition and that the defendant/tenant is estopped from denying the title of the plaintiff and that on the ground of denial of title, which is not a bona fide denial, the plaintiff is entitled to seek eviction of the defendant.

6.3 The learned counsel for the defendant in reply, would contend that since the property is now a Wakf property and as the Wakf Board had recognised the tenancy of the defendant in its property and had entered into a lease agreement with the defendant and as the defendant is paying the rents as fixed by the Wakf Board in respect of the Wakf property and as the plaintiff is not the owner of the property, the suit for eviction filed by plaintiff, who has nothing to do with the property, is liable to be dismissed. He had forcefully contended that the property was notified as a wakf property in the A.P. Gazette dated 30.08.1984 and that the limitation for questioning the same is one year under the provisions of the Wakf Act and that the said period of one year has expired and that in the absence of challenge to the said notification by the person interested in a competent civil court within the period allowed under law, it is conclusively established that the plaintiff has no title and that the Wakf Board is the owner of the property and that therefore, the second appeal deserves to be allowed.

6.4 On the other hand, the learned counsel for the plaintiff would further contend as follows: 'Admittedly, the plaintiff had inducted the defendant as a tenant into the schedule immovable property and that therefore, the plaintiff is not only the owner but also the landlady and that the defendant who is a tenant cannot be permitted to say that the plaintiff who is the owner at the inception of the tenancy has no title to the property. Howsoever defective the title of the owner might be, the tenant cannot deny the title. Simply because the tenant claims that some third party like Wakf Board is the owner of the property the plaintiff cannot be non-suited. The jural relationship exists and continues to exist between the landlady and the tenant. The plea that the Wakf Board is the owner of the property is raised to squat on the property and to delay and defeat the just claim of the plaintiff and also to delay the execution of the decree that may ultimately be passed in this proceeding. The period of limitation of one year is not applicable. As on the date the Gazette Notification was said to have been issued, the provisions of the old Act, i.e., the un-amended Wakf Act were in force and as per the provisions of the said Act, the period of limitation is not one year for the plaintiff and that in any view of the matter in this proceeding for eviction, the title of the plaintiff/ landlady need not be gone into and it is for the Wakf Board, if it so chooses, to proceed against the plaintiff and it is not for the defendant to plead the cause of the Wakf Board when admittedly he was inducted as a tenant into the property by the plaintiff and when he too had entered into the property as a tenant believing and accepting that the plaintiff is the owner of the property.

6.5 I have given earnest consideration to the facts and submissions.

6.6 This question need not detain us for long. The Gazette publication in the case on hand was said to have been made on 30.08.1984. It is necessary to refer to the relevant provisions of the Wakf Act.

Chapter II of the Act refers to the preliminary survey of Wakfs and Section 5 deals with the publication of the list of Wakfs.

Section 5 reads as follows:

"5. Publication of list of wakfs: - (1) on receipt of a report under Sub-section (3) of Section 4, the State Government shall forward a copy of the same to the Board.

(2) The Board shall examine the report forwarded to it under Sub-section (1) and publish, in the Official Gazette, a list of wakfs in the State, or as the case may be, the part of the State, whether in existence at the commencement of this Act or coming into existence thereafter to which the report relates, and containing such particulars as may be prescribed."

Section 6 deals with disputes regarding wakfs. Sub-section (1) of Section 6 reads as follows:

"6. Disputes regarding wakfs. - (1) If any question arises whether a particular property specified as wakf property in a list of wakfs published under Sub-section (2) of Section 5 is wakf property or not, whether a wakf specified in such list is a Shia wakf or Sunni wakf, the Board or the mutawalli of the wakf or any person interested therein may institute a suit in a civil court of competent jurisdiction for the decision of the question and the decision of the civil court in respect of such matter shall be final:"

The Supreme Court in the decision in **Abdul Rais and others v. Madhya Pradesh Wakf Board and others** dealt with a squarely identical issue. The facts and the ratio of this cited case are as follows: 'The appellants filed an application before the Wakf Tribunal seeking declaration that the suit property specified in the official Gazette is in fact not a wakf property but the said property exclusively belongs to the appellants. The Wakf Board had resisted the suit *inter alia* contending that the suit is barred by time as the first proviso to sub-section (1) of Section 6 provided that no such suit shall be entertained by the civil court after the expiry of one year from the date of publication of list of Wakfs under sub-section (2) of Section 5.' In this factual background, the Supreme Court referred to a three-Judge Bench decision in Board of Muslim Wakfs, Rajasthan v. Radha Kishan and others [1979(2) SCC 468] and had observed as follows:

"33- The answer to these questions must turn on the true meaning and construction of the word 'therein' in the expression 'any person interested therein' appearing in Sub-section (1) of Section 6. In order to understand the meaning of the word 'therein' in our view, it is necessary to refer to the preceding words 'the Board or the Mutawalli of the wakf'. The word 'therein' must necessarily refer to the 'wakf' which immediately precedes it. It cannot refer to the 'wakf property'. Sub-section (1) of Section 6 enumerates the persons who can file suits and also the questions in respect of which such suits can be filed. In enumerating the persons who are empowered to file suits under this provision, only the Board, the mutawalli of the wakf, and 'any person interested therein' thereby necessarily meaning any person interested in the wakf, are listed. It should be borne in mind that the Act deals with wakfs, its institutions and its properties. It would, therefore, be logical and reasonable to infer that its provisions empower only those who are interested in the wakfs, to institute suits."

In view of this decision, the contention of the learned counsel for the plaintiff that the period of limitation of one year is not applicable to the plaintiff, who is claiming independent ownership of the property, is having acceptable merit.

6.7 The ratio in the decision in **S. Thangappan v. P. Padmavathy**, also squarely

applies to the facts of the case, in the well considered view of this Court. The facts of cited the case are as follows: - 'The appellant is the tenant of the premises. He was running an Automobile work shop. The respondent had filed an eviction petition against him on the grounds of (i) default in payment of rents; (ii) requirement of the premises for demolition and reconstruction; and (iii) unauthorised sub lease of a portion of the demised premises. The appellant had raised a defence that he was earlier under the impression that the respondent was the owner of the premises; but, later he came to know that Arulmigu Athikesava Perumal Peyalwar Devasthanam ('the Devasthanam', for brevity) is the owner of the premises. So he wrote a letter to the said Devasthanam to recognise the appellant as a tenant. Since then and for this reason the appellant did not pay any rent to the respondent bona fide believing the Devasthanam to be the owner. In a proceeding before the Rent Controller under the Tamil Nadu Buildings (Lease, and Rent Control) Act, 1960, the Rent Controller had rejected this defence and had ordered eviction. The appellant had filed an appeal. The appellate authority had confirmed the order of the Rent Controller holding that there exist relationship of landlord and tenant between the respondent and the appellant and the denial of the title by the appellant is not *bona fide* and that the default in payment of rent is wilful. In the civil revisions filed before the High Court, a contention was raised that the denial of the title of the landlord by the tenant in the facts and circumstances of the case is *bona fide*. Finally, the High Court had dismissed the revision of the appellant. Feeling aggrieved of the orders of the High Court, the appellant had preferred a Civil Appeal before the Supreme Court. It was contended before the Supreme Court that the appellant had denied the title of the respondent and pleaded title in favour of the Devasthanam on the basis of information received from the Devasthanam and that subsequently the Devasthanam had also filed a suit and, therefore, the appellant was paying the rents to the Devasthanam and hence, the denial of title constitutes a *bona fide* denial.' The learned Counsel appearing before the Supreme Court referred to the case, **LIC of India v. India Automobiles & Co. and Ors.:** [1990]3SCR545 to contend that the question of title cannot be gone into in those proceedings. Having regard to the submissions, the Supreme Court held as follows:

"There is no dispute of this proposition neither it is disputed by the learned Counsel for the respondent nor this question of title has been decided in these proceedings. It is only when a tenant denies title of the landlord, the court has to scrutinise the evidence and come to the conclusion *prima facie*, whether the denial of title is bona fide or not. It is

in this context of course court has to go into the evidence to test the veracity of this denial of title. Thus, any finding in this regard could not be a finding on the question of title. There is neither any claim of title set up by the respondent nor there is any such issue between the parties in these proceedings and hence recording of any finding in this regard is only to be understood for a limited purpose of testing the bona fide of tenant to deny the title of the landlord.

Having so held the Supreme Court referred to Section 116 of the Indian Evidence Act, which reads as under:

116. Estoppel of tenant and of licensee of person in possession - No tenant of immovable property, or person claiming through such tenant, shall, during the continuance of the tenancy, be permitted to deny that the landlord of such tenant had, at the beginning of the tenancy, a title to such immovable property; and no person who came upon any immovable property by the licence of the person in possession thereof, shall be permitted to deny that such person had title to such possession at the time when such licence was given.

The Supreme Court had further held as under:

This section puts an embargo on a tenant of an immovable property, during the continuance of his tenancy to deny the title of his landlord at the beginning of his tenancy. The significant words under it are 'at the beginning of the tenancy'. This is indicative of the sphere of the operation of this section. So a tenant once inducted as a tenant by a landlord, later he cannot deny his landlord title. Thus, this principle of estoppel debars a tenant from denying the title of his landlord from the beginning of his tenancy. Howsoever defective title of such landlord could be, such tenant cannot deny his title. But subsequent to his induction as tenant if the landlord loses his title under any law or agreement and there is threat to such tenant of his eviction by subsequently acquired paramount title holder then any denial of title by such tenant to the landlord who inducted him into the tenancy will not be covered by this principle of estoppel under this Section. In *Mangat Ram and Ors.* (supra) this Court held: "The estoppel contemplated by Section [116](#) is restricted to the denial of title at the commencement of the tenancy and by implication it follows that a tenant is not estopped from contending that the title of the lessor has since come to an end."

The Supreme Court had finally held that in other words the denial of the title by the appellant in the cited case against his landlord is from very inception and this is forbidden under Section 116 of the Indian Evidence Act and so, both on facts and in

law, the submissions of the appellant are unsustainable and the court below rightly concluded that the denial of the title by the appellant therein was not *bona fide* and hence, non payment of rent amounts to wilful default. Further, in the decision in **D.Satyanarayana v P. Jagadish [(1987) 4 SCC 424]** also the Supreme Court held as follows:

The rule of estoppel embodied under Section [116](#) of the Evidence Act is that, a tenant who has been let into possession cannot deny his landlords title, however defective it may be.... Similarly, the estoppel under Section [116](#) of the Evidence Act is restricted to the denial of the title at the commencement of the tenancy.

6.8 Turning to the facts of the instant case admittedly the defendant was inducted as a tenant of the plaint schedule property by the plaintiff. Except a claim by the defendant that the Wakf Board is the owner no evidence was adduced to show that the plaintiff had lost her title to the disputed properties. In view of the ratio in the decision of the Supreme Court, it is clear that the landlady and tenant relationship exists and therefore, there is no substance in the substantial question of law raised and the said question is devoid of merit.

7. This brings us to the next question on the jurisdiction of the civil Court in view of the contention that the A.P Buildings (Lease, Rent and Eviction) Control Act was amended by Act 7/2005 enhancing the jurisdiction of the Rent Controller. The learned counsel for the defendant would contend that the buildings whose rents are up to Rs.3,500/- in municipality areas continued to be covered by the Rent Control Act and, therefore, the defendant is entitled to protection of the Rent Control Act and he cannot be evicted by having resort to a civil suit for eviction. However, the learned counsel for the plaintiffs would contend that the suit was instituted in the year 2001 and even as per the contentions of the defendant the amendment to the Rent Control Act was by virtue of Act 7/05 and, therefore, the amended provisions which have no retrospective effect have no application to the case on hand as the suit for eviction was instituted on 01.03.2001. He had placed reliance on the decision of the Supreme Court in **Noorunnissa Begum v. Brij Kishore Sanghi**. The Supreme Court in the cited decision considered a question of law as to the applicability of Section 32(c) of the Andhra Pradesh Buildings (Lease, Rent and Eviction) Control (Amendment) Act, 2005 (Amendment Act, 2005) to eviction cases pending on the date of its coming into force and the effect of the said Section on G.O

dated 29.12.1983 issued by the Government of Andhra Pradesh. Finally the Supreme Court held that the suit(s), appeal(s), revision application(s) or execution case(s) which are pending for determination under the General Law are not affected by amended Section 32 and will continue to be decided in accordance with General Law. By this judgment, the Supreme Court upheld the judgment (majority) dated 30.4.2007 of this Court insofar as it related to prospective operation of Section 32(c) and its effect on the pending proceedings and the finding of the majority decision of this Court in regard to clause (b) of GO.636 dated 29.12.1983 declaring the said part of the GO as redundant is declared bad in law and had set aside the said finding. It is also held in this decision that the exemption granted by the State Government under Section 26 of the Act by GO 636 dated 29.12.1983 has over riding effect over rest of the provisions of the Act. In view of the facts of the instant case and the settled legal position, the contention that the Rent Control Court is having jurisdiction and that the General Law is not applicable to the facts of the case is devoid of merit. Accordingly, this Court finds that there is no substance in this substantial question also.

8. Having regard to the reasons, this Court finds that the substantial questions raised do not merit consideration as there is no substance in the said questions and that the second appeal, which is devoid of merit is liable to be dismissed.

9. In the result, the second appeal is dismissed, however, without costs. A time of two months from the date of receipt of a copy of this judgment is granted to the defendant to vacate and deliver vacant possession of the schedule premises to the plaintiffs. On failure of the defendant to do so, the plaintiffs are at liberty to obtain vacant possession by following the procedure established by law.

Miscellaneous petitions, if any, pending in this appeal shall stand dismissed.

M. Seetharama Murthi, J

14th October, 2015

Note: LR copy to be marked.

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