

THE HON'BLE SRI JUSTICE R.SUBHASH REDDY

CIVIL REVISION PETITION No.1966 of 2015

ORDER:

This Civil Revision Petition, under Article 227 of the Constitution of India, is filed aggrieved by the order dated 13.02.2015 in I.A.No.741 of 2014 in O.S.No.329 of 2013 on the file of the III Senior Civil Judge, City Civil Court, Secunderabad.

The 1st respondent herein filed the aforesaid suit against the petitioner-tenant and the 2nd respondent herein for recovery of possession of immovable property and mesne profits. Pending the said suit, he filed the present I.A., seeking directions to the petitioner herein to pay arrears of rents of Rs.14,84,000/-, as detailed in the affidavit, and also to pay the future rents regularly till disposal of the suit. By the impugned order dated 13.02.2015, the trial Court allowed the petition directing the petitioner to pay or deposit the arrears of rent of Rs.8,28,000/-, which fell due from March, 2013 till February, 2015, within two weeks from the date of the order and also to continue to pay or deposit rent at the rate of Rs.36,000/- per month from March, 2015 till disposal of the suit.

Learned counsel for the petitioner contended that the petitioner has already paid an amount of Rs.5,05,226/-, but

the trial Court has not considered the same while ordering payment of arrears of rent.

It is not in dispute that the rent payable by the petitioner is Rs.36,000/- per month. It is the case of the petitioner that in the counter affidavit filed in the aforesaid I.A., he has taken a stand that the 1st respondent has offered to sell the property and received a sum of Rs.5,05,226/- towards advance. He has never pleaded that such amount is paid towards arrears of rent. Further it is also the case of the petitioner that such amount is paid by the Company, of which he is one of the Directors.

With regard to payment of Rs.5,05,226/-, it is the plea of the petitioner that such amount is paid towards advance for the property offered to be sold by the 1st respondent. It is not in dispute that such amount is paid by the Company *viz.*, M/s. Nest Enterprises, but not by the petitioner, who is the tenant. Thus, as much as the said amount of Rs.5,05,226/- is not paid towards arrears of rent and as there is no dispute that the rent payable by the petitioner is Rs.36,000/- per month, I do not accept the contentions of the petitioner so as to interfere with the order under challenge.

Accordingly, the Civil Revision Petition is dismissed. No order as to costs.

The miscellaneous petitions, if any, pending in this

Civil Revision Petition shall stand closed.

R.SUBHASH REDDY, J

03.07.2015

v v