

HON'BLE SRI JUSTICE S. RAVI KUMAR

SECOND APPEAL No.526 of 2015

JUDGMENT:

This appeal is preferred challenging the judgment and decree dated 04.06.2015 in A.S.No.12 of 2014 on the file of the XXVII Additional Chief Judge, City Civil Courts, Secunderabad, whereunder the judgment dated 11.12.2013 in O.S.No.579 of 2012 on the file of the XI Junior Civil Judge, City Civil Courts, Seunderabad, is confirmed.

2. The appellant raised the following grounds as substantial questions of law:

- A) Whether the Respondent-Plaintiff/lessor has any legal authority to seek for eviction of the appellant/lessee under Ex.A.1 Quit/Eviction Notice when the Notice stipulates no reason/bonafide requirement for Respondent-landlord and when specifically he asserts regular payments of rents by the appellant-lessee under 10% of enhancement of rent every year?
- B) Whether the lower appellate court is justified in appreciating the verdict of the trial court of the fact of receiving of rents after the expiry of prescribed eviction time in Ex.A.1 Notice and seeking eviction of the appellant-lessee with no cause?

3. According to appellant, in the quit notice Ex.A.1 bonafide requirement of the landlord is not referred, therefore, the notice is bad in law.

4. It may be useful to refer Section 106 of the Transfer of Property Act, 1882, (for short, 'the Act') to appreciate the contention of appellant, which reads as follows:

Duration of certain leases in absence of written contract or local usage.—

(1) In the absence of a contract or local law or usage to the contrary, a lease of immovable property for agricultural or

manufacturing purposes shall be deemed to be a lease from year to year, terminable, on the part of either lessor or lessee, by six months' notice; and a lease of immovable property for any other purpose shall be deemed to be a lease from month to month, terminable, on the part of either lessor or lessee, by fifteen days' notice.

(2) Notwithstanding anything contained in any other law for the time being in force, the period mentioned in sub-section (1) shall commence from the date of receipt of notice.

(3) A notice under sub-section (1) shall not be deemed to be invalid merely because the period mentioned therein falls short of the period specified under that sub-section, where a suit or proceeding is filed after the expiry of the period mentioned in that sub-section.

(4) Every notice under sub-section (1) must be in writing, signed by or on behalf of the person giving it, and either be sent by post to the party who is intended to be bound by it or be tendered or delivered personally to such party, or to one of his family or servants at his residence, or (if such tender or delivery is not practicable) affixed to a conspicuous part of the property.]

5. A plain reading of Section 106 of the Act would show that there is no such requirement as contended by appellant to be mentioned in the notice, therefore, the objection with regard to quit notice is not at all tenable and as no question of law, particularly substantial question of law is involved in the second appeal to admit the same against the concurrent findings of trial Court and appellate Court. On a scrutiny of material, I am of the view that second appeal is liable to be dismissed.

6. Advocate for appellant represented that reasonable time may be granted to the appellant-tenant to vacate the premises and representing in a similar case filed by different tenant, this Court granted six months time and produced order copy in S.A.No.748 of 2015, which is not disputed by other side. On a perusal of order copy dated 04.11.2015 in S.A.No.748 of 2015, I am of the view that a similar order can be passed in this case also. Accordingly, the

following order is passed.

7. Six months time is granted to appellant-tenant to vacate the premises subject to filing an undertaking before the Registry of this Court within a period of two weeks from the date of receipt of this judgment, by serving a copy on other side, stating that he will vacate the premises before expiry of six months and also will not sub-lease or induct any third party into possession. If no such undertaking is filed, it is open to respondent to execute the decree of eviction.

8. Miscellaneous petitions pending, if any, shall stand closed. No costs.

S. RAVI KUMAR, J

17th November 2015.

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