

THE HON'BLE SRI JUSTICE G.CHANDRAIAH

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S.A. NO.540 OF 2015

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JUDGMENT

Heard both the counsel.

2. The unsuccessful tenant before both the courts below is the appellant herein. The case of the plaintiff is that she is the owner of the suit schedule property and the defendants are the tenants, having taken the property on oral lease in December, 2007, for a monthly rent of Rs.3,500/- and they paid the rent till December, 2009 and thereafter committed default and the further case of the plaintiff is that when the defendants without any manner of right got the property tax for the suit schedule property assessed in their name, she filed representations and the panchayat authorities, after giving notice to the defendants, deleted the name of the 1st defendant from the property tax assessments and the plaintiff issued the quit notice dated 18.1.2011 determining the tenancy and in case the defendants failed to vacate within the period of fifteen days from the date of receipt of notice, sought for damages at the rate of Rs.5,000/- per month till the date of vacating the premises and the further claim of the plaintiff is that the defendants without any manner of right filed suit in O.S.No.1029/2010 on the file of III Additional Junior Civil Judge, Vijayawada for permanent injunction. In view of these circumstances, the plaintiff sought for eviction, arrears of rent and for damages. The defendants denied the claim of the plaintiff. To prove her case, the plaintiff got examined herself as P.W.1 and also examined her son as P.W.2 and another witness as P.W.3 and got marked Exs.A-1 to A-12. Though the defendants denied the claim of the plaintiff did not lead any evidence, either oral or documentary and based on the material evidence available on record, and considering the registered sale deeds marked under Exs.A-1 to A-5, the trial court recorded finding of fact that the plaintiff is the owner of the suit schedule property and that she has issued a valid quit notice under Section 106 T.P. Act requiring the tenants to vacate the suit premises and as they failed to vacate, she is entitled for eviction of the defendants and further based on record, the trial court found that the plaintiff is entitled to recover the arrears of rent at the rate of Rs.3,500/- per month

from 1.5.2010 till 5.2.2011 and that she is also entitled for damages, however as no evidence is lead for determining the quantum of damages, gave liberty to the plaintiff to file a separate application under Order 20, Rule 12 of CPC for ascertaining the damages. Accordingly, the trial court decreed the suit of the plaintiff. The lower appellate court on re-appreciation of entire evidence, confirmed the judgment of the trial court. Considering the material on record, in the second appeal I do not find any question of law, much less substantial for interference of this court under Section 100 C.P.C.

3. On 3.7.2015, this court passed the following interim order:

“Against the concurrent judgments of both the courts below in directing the petitioner/tenant to vacate the suit schedule premises, the present second appeal by the tenant.

After perusal of both the judgments of the courts below, when this court was not inclined to grant say, the learned counsel for the petitioner/appellant sought time to get instructions for vacating the suit premises.

In view of the above submission, post the matter after two weeks and in the meanwhile status quo obtaining as on today with regard to possession over the suit schedule property shall be maintained.”

4. The learned counsel for the appellant submitted that the petitioner may be granted some reasonable time of one year for vacating the suit premises. On the other hand, the learned counsel for the respondent opposed the submission of the counsel for the appellant and sought the court to consider for granting reasonable time for vacating the suit premises, having the regard to the length of litigation contested by the landlady.

5. For the foregoing reasons, the second appeal is dismissed. No costs.

6. The appellant is granted six months time from today for vacating the suit premises, subject to payment of rent as arrived at by the courts below for the period now granted, before 10th of succeeding month, and also on payment of entire arrears of rent within a period of three months from the date of receipt of a copy of this order. In case of any default, the period now granted shall automatically stands vacated and execution shall go on.

7. Miscellaneous petitions pending if any, shall stand closed.

24—07--2015

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