

THE HON'BLE SRI JUSTICE G.CHANDRAIAH

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S.A.NO.438 OF 2015

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JUDGMENT

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Heard both the counsel at the stage of admission.

2. The appellant claims to be the tenant of the suit schedule property and he remained unsuccessful before the courts below. The 1st respondent herein is the owner of the suit schedule property. She sought eviction of the 2nd respondent herein who has taken the property on lease to run medical and fancy stores under the name and style of Siva Sai Medical and Fancy stores during the year of 2001 for a monthly rent of Rs.1,500/- and the claim of the landlady is that the appellant herein is the employee of the 2nd respondent and he is in possession of the property. For the sake of convenience, the parties will be referred to as per their array in the original suit. On the grounds of willful default in payment of rent and for bona fide requirement, the plaintiff sought for eviction of defendants. Before filing the suit, the plaintiff issued quit notice under Section 106 of Transfer of Property Act, 1882, to both to the defendants. The said notice was replied by the defendant No.2/appellant herein, denying the landlord and tenant relationship. Though the defendant No.1 received notice, failed to reply. Therefore, the plaintiff/landlady filed the suit for eviction of the defendants, for arrears and for damages. The trial court held that the 1st defendant alone is the tenant of the plaintiff and that the plaintiff issued valid quit notice and as the defendants failed to vacate the schedule premises, are liable to be evicted and the trial court further held that the plaintiff is entitled for arrears of rent at the rate of Rs.4,000/- per month from December, 2008 onwards till June, 2009 to a tune of Rs.32,000/- and that the plaintiff is also entitled for damages till the filing of suit at the rate of Rs.10,403/- and with regard to future damages, plaintiff was given liberty to file separate application. Aggrieved by the same, the 2nd defendant in the suit preferred appeal and the same was dismissed. The trial court directed the 1st defendant to pay damages and the 2nd defendant was directed to vacate. The 1st defendant, failed to file any appeal and 2nd defendant preferred appeal. The lower

appellate court by concurring with the findings of fact recorded by the trial court, dismissed the appeal. In the present second appeal by the 2nd defendant in the suit, I do not find any question of law, much less substantial for interference of this court under Section 100 CPC and the same is liable to be dismissed.

3. At this stage, the learned counsel for the appellant submitted that the appellant may be granted some reasonable time for vacating the suit schedule premises and the learned counsel for the 1st respondent also sought this court to consider for granting of reasonable time.

4. The second appeal is dismissed.

5. The appellant is granted six months time from the date of receipt of copy of this order for vacating the suit schedule premises, subject to payment of entire arrears within a period of four weeks from today and the appellant shall pay the rent and other charges for the period now granted by this court on or before 10th of every month. The appellant shall also file an undertaking to vacate the suit premises within the period granted by this court, within two weeks from today. In case of any default, the period now granted by this court stands revoked and execution shall go.

6. No order as to costs.

7. Miscellaneous petitions pending if any shall stand closed.

AVS

11—08—2015