

THE HON'BLE SRI JUSTICE SANJAY KUMAR

CIVIL REVISION PETITION NO.5458 OF 2016

O R D E R

This civil revision petition under Article 227 of the Constitution arises out of the order dated 25.01.2016 passed by the learned Principal Senior Civil Judge, Ranga Reddy District, in I.A.No.870 of 2014 in O.S.No.976 of 2014. The said I.A. was filed by the plaintiff landlord under Order 15A CPC seeking a direction to the defendant tenant to pay Rs.6,88,000/- towards arrears of rent for the ground and first floors and to continue to pay monthly rent of Rs.24,000/- pending disposal of the suit. By the order under revision, the trial Court allowed the I.A. in part, directing the defendant tenant to pay arrears of rent for the ground floor @ Rs.14,000/- per month from October, 2011 till the date of the order and to continue to pay such rent for the ground floor till disposal of the suit. The issue with regard to the first floor rent was left open to be decided after full trial. Aggrieved by this order, the defendant tenant preferred this revision.

By order dated 11.11.2016, this Court observed that the direction of the trial Court to pay rents to the plaintiff landlord would require examination in the light of the submission that the defendant tenant was paying rents directly to the State Bank of India in view of the proceedings initiated by it under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for brevity, 'the SARFAESI Act') and accordingly granted interim suspension of the order under revision. C.R.P.M.P.No.7922 of 2016 was filed by the plaintiff landlord to vacate the said order.

Heard Sri Polavarapu Srinivas, learned counsel for the petitioner tenant, and Sri CHBRP Sekhar, learned counsel for the respondent landlord.

Sri Polavarapu Srinivas, learned counsel, fairly conceded that though his client sent rents by way of cheques to the State Bank of India, which had initiated proceedings under the SARFAESI Act, the said rent cheques were returned by the bank.

Sri CHBRP Sekhar, learned counsel, would assert that the entire dues of his client to the State Bank of India have been cleared and that the Certificate dated 21.07.2015 issued by the bank, stating to this effect, was also placed before the trial Court.

In the light of the aforesaid developments, the petitioner tenant can have no objection at this stage to pay the rents to the respondent landlord. Sri Polavarapu Srinivas, learned counsel, would however state that in the event the bank tries to pin any liability upon his client at a later point of time, he would have to pay rents twice over. In the light of this apprehension and to obviate any such possibility, it is made clear that payment of the rents by the petitioner tenant to the respondent landlord, pursuant to the order passed by the trial Court, would discharge him of his entire liability in that regard. In the event the State Bank of India raises any claim on this count at a later point of time, it would be for the respondent landlord to meet the same without involving the petitioner tenant.

Subject to this observation, the civil revision petition is dismissed confirming the order dated 25.01.2016 passed by the learned Principal Senior Civil Judge, Ranga Reddy District, in I.A.No.870 of 2014 in O.S.No.976 of 2014. The petitioner tenant shall pay 50% of the arrears due in terms of the order under revision

within one and a half months from today and the balance 50% within one and a half months thereafter. The petitioner tenant shall pay the monthly rents as directed by the trial Court till disposal of the suit.

Needless to state, any observations in this order on the merits of the matter shall not be binding and shall not weigh upon the trial Court while adjudicating the suit on its own merit and in accordance with law.

Interim order dated 11.11.2016 shall stand vacated. Pending miscellaneous petitions, if any, shall also stand dismissed. No order as to costs.

16th DECEMBER, 2016

PGS

SANJAY KUMAR, J

