

HON'BLE SRI JUSTICE A. RAMALINGESWARA RAO

Civil Revision Petition No. 4832 of 2015

Order:

The petitioner herein is the tenant and the respondent herein is the landlord. The respondent – landlord filed OS No.626 of 2012 on the file of III Senior Civil Judge, City Civil Court, at Secunderabad, seeking eviction of the petitioner – tenant from the suit schedule mulgi measuring 14 ft x 28 ft., bearing Municipal No.2-2-141 along with undivided share of land admeasuring 20 sq. yards, situated at Mahatma Gandhi Road, Secunderabad, and for arrears of rent.

2. While the said suit was pending, the respondent – landlord filed IA No.175 of 2015, under Order XV-A of the Code of Civil Procedure, seeking a direction from the Court to the petitioner – tenant to pay the monthly rents at Rs.20,000/- per month, failing which to strike off the defence.

3. The tenancy between the parties was not denied by the petitioner – tenant, but he stated that there was a written tenancy between them dated 23.01.2003 and the original of the same is in the custody of the respondent – landlord. He further stated that he deposited an amount of Rs.15,00,000/- as advance and the agreed rent for the schedule property was Rs.1,190/- per month. It was also stated that the neighbouring tenants were paying rents ranging from Rs.2,000/- to Rs.3,000/-.

4. After considering the petition and counter averments, the trial Court disbelieved the monthly rent claimed by the petitioner – tenant at Rs.1100/- and also observed that for such low monthly rent, no tenant would pay Rs.15,00,000/- as advance. It was also recorded that the tenant has taken another mulgi on a monthly rent of Rs.30,000/- in his wife's name in the same locality and, accordingly, directed the tenant to pay the rent at the rate of Rs.20,000/- per month from January 2011

till October 2015, failing which the defence of the tenant would be struck off. It was further directed the tenant to pay monthly rents on or before 10th of every succeeding month from November 2015. Challenging the said order, dated 03.10.2015, the present Civil Revision Petition is filed.

5. The respondent – landlord is claiming the monthly rent at Rs.20,000/-, whereas the petitioner – tenant is saying that the agreed monthly rent is Rs.1310/-. Neither of the parties has filed any documentary evidence in support of their pleas. The trial Court came to the conclusion on the basis of another mulgi obtained by the petitioner – tenant in his wife's name in the same locality, but the learned counsel for the petitioner submits that the area of the said mulgi is more than the area covered by the present suit mulgi and it should not have been taken into consideration for deciding the monthly rent in the present case.

6. As could be seen from the above, the version of the petitioner – tenant with regard to monthly rent is varied from Rs.1100/- to Rs.1310/-. No evidence was adduced on behalf of the respondent – landlord also. In the circumstances, this Court feels that the order of the trial Court needs modification and in the place of Rs.20,000/- per month directed by the trial Court, the petitioner – tenant shall be directed to pay the rents at Rs.10,000/- per month. Accordingly, the petitioner – tenant is directed to pay the rents at Rs.10,000/- (Rupees Ten Thousand only) per month from September 2012 till October 2015 and shall continue to pay the same on or before 10th of every succeeding month from November 2015.

7. With the above modification, the Civil Revision Petition is disposed of. However, since the suit was filed in the year 2012, this Court feels that the ends of justice would be met if a direction is given to the lower Court to dispose of the suit on or before 30.09.2016.

There shall be no order as to costs.

8. As a sequel thereto, the miscellaneous petitions, if any, pending in this Civil Revision Petition shall stand closed.

A.
Date: 09.02.2016
Nsr

RAMALINGESWARA RAO, J.