IN THE HIGH COURT OF JUDICATURE AT HYDERABAD

FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH

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CIVIL REVISION PETITION No.1184 of 2012

Between:

K.Srikrishna and others.

....Petitioners

and

G.Madhusudan.

....Respondent

JUDGMENT PRONOUNCED ON : 03.02.2016

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO :

1. Whether Reporters of Local newspapers : Yes
may be allowed to see the Judgments?

2. Whether the copies of judgment may be : No
Marked to Law Reporters/Journals?

3. Whether Their Ladyship/Lordship wish to : No

see the fair copy of the Judgment?

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO

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ORDER:

The first petitioner is the defendant in O.S.No.2457 of 2009 on the file of the learned VII Additional Senior Civil Judge, Ranga Reddy District at L.B.Nagar. The respondent herein filed the said suit seeking eviction of the first petitioner herein and for recovery of damages for use and occupation of the suit schedule property. The respondent herein/plaintiff filed I.A.No.1954 of 2009 seeking a direction to the defendant to deposit the arrears of rent from 10.10.2008 to 10.11.2009

@ Rs.5,000/- per month and also future rents at the same rate till disposal of the suit. The case set up by the respondent/plaintiff was that he purchased the property for a valuable consideration under a registered sale deed dated 05.06.2008, though the defendant was the original owner of the property, the defendant executed an Agreement of Sale – cum – General Power of Attorney on 25.03.2008, which was a registered document, in favour of one Abhinash Kumar and the said Abhinash Kumar executed the sale deed in his favour. The case of the defendant is that, though the Agreement of Sale and General Power of Attorney was executed in favour of the said Abhinash Kumar, by misusing the power vested in him, the said Abhinash Kumar executed the sale deed in favour of the respondent/plaintiff. He further submitted that there is no relationship of landlord and tenant between the plaintiff and the defendant and the defendant need not pay any amount towards rent. It is also the case of the defendant that O.S.No.319 of 2009 is pending on the file of the learned VII Additional Senior Civil Judge, Ranga Reddy District, against the respondent herein and the said Abhinash Kumar seeking permanent injunction. An order of *status quo* is operating.

The trial Court, by order dated 01.12.2011, allowed the application of the respondent herein in I.A.No.1954 of 2009 and directed the first petitioner herein to pay Rs.65,000/- towards arrears of rent from 10.10.2008 to 10.11.2009 and from 10.12.2009 to 10.12.2011 on or before 30.01.2012 and directed to continue to deposit rent @ Rs.5,000/- on or before 10th of every succeeding month. The said order is challenged in the present Civil Revision Petition.

In view of the above facts, it is clear that the present petitioners were owners of the suit schedule property at one point of time. They executed an Agreement of Sale in favour of Abhinash Kumar along with General Power of Attorney and the said Abhinash Kumar executed a registered sale deed in favour of the plaintiff in O.S.No.2457 of 2009 on 05.06.2008, by virtue of which the plaintiff is claiming title to the property. Even though the plaintiff got title to the property, by virtue of the *status quo* order granted in O.S.No.319 of 2009 pending on the file of the learned VII Additional Senior Civil Judge, Ranga Reddy District, the plaintiff is not in a position to occupy the property and the defendant continued to be in possession of the property.

Learned Counsel for the petitioners submits that the suit in O.S.No.2457 of 2009 was filed with the allegation that the defendant was the tenant of the premises given to him on rent after purchase of the property on 05.06.2008 from Abhinash Kumar. He further submits that, in the absence of any landlord and tenant relationship, the petitioners shall not be asked to pay any rent.

Be that as it may, in view of the continuous occupation of the premises by the petitioners, originally as owners of the property, and continuing to occupy the same after entering into Agreement of Sale and Power of Attorney, by virtue of which, the agreement holder executed sale deed in favour of the plaintiff in O.S.No.2457 of 2009, in the interest of justice, it is equitable to uphold the order in I.A.No.1954 of 2009, but the plaintiff shall not be permitted to withdraw the said amount.

Since it is represented that O.S.No.319 of 2009 is pending on the file of the learned VII Additional Senior Civil Judge, Ranga Reddy District, and the parties therein are the parties in the present O.S.No.2457 of 2009 also, it is proper to hold simultaneous trial of O.S.No.2457 of 2009 and O.S.No.319 of 2009 by the same Court. It is needless to observe that the learned VII Additional Senior Civil Judge, Ranga Reddy District at L.B.Nagar, shall dispose of both the suits as expeditiously as possible, but not later than 31.12.2016.

The Civil Revision Petition is, accordingly, dismissed with the above observations. The miscellaneous petitions pending, if any, shall stand closed. There shall be no order as to costs.

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(A.RAMALINGESWARA RAO, J)

03.02.2016

vs

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