

THE HON'BLE SRI JUSTICE C.V. NAGARJUNA REDDY

CIVIL REVISION PETITION NO.4040 OF 2016

DATED:19-08-2016

Between:

Patnala Chitti Mani ... Petitioner

And

Maddi Jyothi ... Respondent

COUNSEL FOR THE PETITIONER: Mr. R. Siva Sai Swaroop

COUNSEL FOR THE RESPONDENT: -

THE COURT MADE THE FOLLOWING:

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ORDER:

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This civil revision petition arises out of order dt.30.6.2016 in I.A. No.31 of 2016 in O.S. No.491 of 2015 on the file of the V Additional Junior Civil Judge, Visakhapatnam.

The respondent and her husband filed the above-mentioned suit for eviction of the petitioner and for recovery of arrears of rent. In the said suit, the former have also filed I.A. No.491 of 2015 under Order XV-A of the Code of Civil Procedure, 1908 (CPC) for a direction to the latter to deposit the admitted rent failing which her defence may be struck off. Interestingly, while contesting the said application, the petitioner also filed I.A. No.31 of 2016 under Section 151 of CPC for permitting her to deposit the admitted rent before the Court as per the agreement dt.4.12.2012. Instead of passing a common order in both the I.As, the lower Court has disposed of I.A. No.31 of 2016 by directing the petitioner to pay the arrears of rent to the respondent at the rate of Rs.11,000/- per month from January, 2014 to June, 2016 and continue to pay the rent into the Court from July, 2016 failing which I.A. No.479 of 2015 shall be allowed. Feeling aggrieved by this order, the petitioner filed this revision petition.

At the hearing, Mr. Siva Sai Swaroop, learned counsel for the petitioner, placed reliance on the lease deed dt.4.12.2012, a perusal of which shows that the petitioner has agreed to pay monthly rent at the rate of Rs.10,000/- from 1.12.2012 to 30.11.2014 and at the rate of Rs.11,000/- for the next two years, i.e., from 1.12.2014 to 30.11.2016. Mr. K. Sai Rama Murthy, learned counsel for the respondent, has not disputed the genuineness of this agreement. From this agreement, it is evident that the petitioner is liable to pay the rent at the rate of Rs.10,000/- per month upto 30.11.2014 and only from 1.12.2014 she is

liable to pay the rent at the rate of Rs.11,000/- per month. Thus, the direction issued by the lower Court to pay arrears of rent at the rate of Rs.11,000/- per month from 1.1.2014 is contrary to the specific terms of the agreement. As regards the submission of the learned counsel for the petitioner that her client has paid the arrears of rent to the respondent, no evidence in this regard was placed by the petitioner before the lower Court in support of this plea. In the absence of any such plea, the lower Court is justified in holding that the petitioner has not paid the rent from 1.1.2014.

In the light of the above discussion, the order of the lower Court is set aside to the extent of the direction to pay the arrears of rent at the rate of Rs.11,000/- per month from 1.1.2014 to 30.11.2014, and instead the petitioner is directed to pay the rent at the rate of Rs.10,000/- per month during that period. Remaining order of the lower Court is confirmed.

The civil revision petition is accordingly allowed in part to the extent indicated above.

As a sequel to disposal of the civil revision petition, C.R.P.M.P. No.5228 of 2016 shall stand disposed of as infructuous.

C.V. NAGARJUNA REDDY, J

19-08-2016

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