

THE HON'BLE SRI JUSTICE SURESH KUMAR KAIT

C.R.P.NOS.6091 AND 6108 OF 2016

COMMON ORDER

Since the issue involved in both the revisions are connected and parties are one and the same, they are being disposed of by this common order.

The petitioner in both the revision petitions is the tenant of the schedule premises and the respondent is the landlord.

The landlord filed R.C.C.No.4 of 2007 on the file of Rent Controller-cum – Principal Junior Civil Judge, Ponnur under Section 10(2) (1) of A.P. Buildings (Lease, Rent and Eviction) Control Act, 1960 seeking eviction of the tenant. By order and decree dated 25.3.2011, the trial court allowed the case and directed the tenant to vacate the schedule premises within three months from the date of the order with a default clause. Aggrieved by the same, the tenant filed appeal in R.C.A.No.1/2011 on the file of Senior Civil Judge, Bapatla and by order dated, 4.11.2016, the appeal ended in dismissal. Aggrieved by the same, the tenant filed the revision in C.R.P.No.6108 of 2016.

The tenant filed R.C.C.No.5 of 2007 on the file of trial court seeking permission to deposit the rent for the schedule premises into court. By order and decree dated 25.3.2011, the trial court dismissed the case and in the appeal filed by the tenant in R.C.A.No.2 of 2011 was also dismissed by order dated 4.11.2016. Aggrieved by the same, the tenant filed revision in C.R.P.No.6091 of 2016.

The learned counsel appearing for the petitioner- tenant after making some arguments, on instructions, seeks this court to grant a period of six months for vacating the schedule premises. The learned counsel appearing for the respondent – landlord, on instructions, did not object for the same and sought this court to pass appropriate orders.

Accordingly, the petitioner – tenant is directed to vacate the schedule premises within a period of six months from today, failing which, for the first month after default, he shall pay an amount of Rs.10,000/- (Rupees ten thousand only) as rent and in case of further default, he shall pay rent of Rs.15,000/- (Rupees fifteen thousand only) for another month. If he fails to vacate the schedule property consequently for three more months thereafter, order passed by this court stands cancelled and the executing court is at liberty to take steps as per law to get the petitioner evicted from the schedule premises.

I hereby make it clear that in the meanwhile the petitioner – tenant, shall not create any third party interest and shall handover possession of the schedule premises to the respondent – landlord.

The amount deposited by the petitioner – tenant before the court below, shall be released in favour of the respondent- landlord. Till the petitioner vacates the premises, the rent shall be paid in favour of the respondent through cheque.

Both the revisions are disposed of accordingly. No costs.

Miscellaneous petitions pending if any, shall stand closed.

SURESH KUMAR KAIT,J

DATE: 13—12—2016
AVS