

THE HON'BLE SRI JUSTICE RAMESH RANGANATHAN

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CIVIL REVISION PETITION No.350 of 2016

ORDER:

This revision, under Section 22 of the Andhra Pradesh Buildings (Lease, Rent, Eviction) Control Act, 1960 (for brevity, 'the Act'), is preferred against the order passed by the Senior Civil Judge-cum-Appellate Court of Rent Control Cases in R.C.A.No.16 of 2013 dated 22.09.2015.

The petitioner herein is the appellant in R.C.A.No.16 of 2013, and the first respondent in R.C.C.No.38 of 2008. The respondent-landlord filed R.C.C.No.38 of 2008, before the Rent Controller, seeking eviction of the petitioner from the subject premises. The respondent examined himself as P.W.1 to prove the relationship of landlord and tenant, to establish that the monthly rent was Rs.2700/-, and the tenant had defaulted in the payment of rent. The revision petitioner herein examined himself as R.W.1, and contended that the rent was only Rs.500/- per month and not Rs.2700/-; and he had not defaulted in payment of rent. The Rent Controller, by his order dated 22.04.2003, directed the petitioner herein to vacate the premises, and put the respondent-landlord in possession of the schedule premises within one month from the date of the order. Aggrieved thereby, the petitioner herein carried the matter in appeal; and, on the appeal in R.C.C.16 of 2013 dated 22.09.2015 being dismissed, he has now invoked the jurisdiction of this Court under Section 22 of the Act.

In the order under revision, the appellate Court noted that the case of the tenant was that rent had been paid to the landlord through cheque or demand draft; except the oral testimony, there was not other evidence before the Court except Ex.P2; according to the tenant the lease commenced on 01.06.2004; Ex.P2 was a crucial document which clinched the issue with respect to the quantum of rent; a reading of Ex.P2 showed a clear admission on the part of the tenant that the rent of the premises was Rs.2700/- by June, 2004; no other evidence was needed to prove that the rent was Rs.2700/- per month; the contention of the tenant was that they had paid Rs.1,00,000/- to the father of the landlord, and they had agreed to pay a contributory amount of Rs.500/- per month; if really the tenant had

agreed to pay Rs.500/- as contributory rent, there was no need for him to refer to Rs.2700/- in his letter in Ex.P2; this falsified the case of the tenant as to alleged payment of Rs.1,00,000/-; the cheque issued by the son of the tenant was dis-honoured on presentation; if really the tenant had paid Rs.1,00,000/- to the father of the landlord when he was managing the property, there was no reason for the tenant to offer rent to the petitioner, instead of offering it to his father; the tenant had failed to prove that Rs.1,00,000/- was paid to the petitioner towards advance; the rent of the schedule property was Rs.2700/- per month, and not Rs.500/-; the tenant, having agreed to pay rent of Rs.2700/- per month, had taken a false defence that the rent was Rs.500/- per month; they had not paid rent of Rs.500/- earlier; the obligation of the tenant was to pay rent to the landlord for the sum which he agreed; non-payment of rent is for months together; and, as such, he must be held to be a defaulter. The Appellate Court held that the Rent Controller had rightly come to the conclusion that the default, committed by the respondent, was willful; and there was no need to interfere with the order of eviction.

Before this Court Sri T.Nagarjuna Reddy, learned counsel for the petitioner, would reiterate the very same submissions urged before the Appellate Court. The Court below has given elaborate reasons, and has relied on Ex.P2 to hold that the petitioner herein had admitted that the monthly rent was Rs.2700/- and not Rs.500/- as claimed by them. It has also disbelieved the petitioner's claim of having paid Rs.1,00,000/- in advance. After having noted that the cheques issued were dis-honoured on presentation, the Court below has held that the petitioner was a chronic defaulter and had failed to pay monthly rent for several months together. The order of the Court below does not suffer from any legal infirmity necessitating interference in an appeal under Section 22 of the Act. Both the Courts have concurrently held against the petitioner on the relationship of landlord and tenant, on the quantum of rent, and on the petitioner having defaulted in payment thereof for several months together. I see no reason, therefore, to entertain this revision under Section 22 of the Act.

The revision fails and is, accordingly, dismissed. Miscellaneous petitions pending, if any, shall also stand closed. There shall be no order as to costs.

RAMESH RANGANATHAN, J

26th February, 2016.

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