

THE HON'BLE SRI JUSTICE T. SUNIL CHOWDARY

CIVIL REVISION PETITION No.2464 of 2013

ORDER:

1 Challenging the order dated 19.02.2012 passed in I.A.No.1160 of 2012 in O.S.No.377 of 2012 on the file of the Court of the I Additional District Judge, Ranga Reddy District at L.B.Nagar, wherein and whereby the petition filed by the respondents under Order XV-A Rule 1 r/w Section 151 CPC was allowed, the petitioners filed the present Civil Revision Petition, under Article 227 of the Constitution of India.

2 The facts leading to the filing of the present Civil Revision Petition are as follows:

3 The respondents herein are the owners and the petitioners herein are tenants of the of the suit schedule property. The respondents let out the suit schedule property to the petitioners under a lease deed No.745 of 2003 dated 27.01.2003 for a period of ten years commencing from 01.04.2003 to 28.02.2013. The rent was Rs.49,500/- for first two years i.e. from 01.04.2003 to 31.03.2005 and both parties have agreed to enhance the rent at 10% for every two years. The respondents filed O.S.No.377 of 2012 against the petitioners for eviction from the suit schedule property and for recovery of possession and damages alleging that the petitioners committed default in payment of rent. Pending suit, the respondents filed I.A.No.1160 of 2012 under Order XV-A Rule 1 r/w Section 151 CPC seeking a direction to the petitioners herein to pay Rs.29,34,740/- towards arrears of rent and Rs.1,30,000/- towards damages and further direction to the respondents to deposit monthly rent of Rs.1,30,000/- from May 2012 onwards till disposal of the suit.

4 The petitioners filed counter opposing the claim of the respondents contending that they have paid rent up to 2012.

5 The trial Court after having a thoughtful consideration to the material available on record, allowed the petition holding that the petitioners committed default in payment of rent and directed the petitioners to pay arrears of rent of Rs.4,44,500/- till December 2012 and also to continue to pay monthly rent pending suit. Hence the present revision by the respondents in the I.A.

6 There is no dispute between the parties with regard to the jural relationship of tenant and landlord. The respondents herein filed the petition claiming of arrears of rent to the tune of Rs.21,08,100/-The trial Court after hearing both parties and after taking into consideration the demand drafts filed by the petitioners, allowed the petition directing the petitioners to pay arrears of rent of Rs.4,44,500/- towards arrears of rent. There is no much dispute between the parties with regard to the quantum of arrears of rent arrived at by the trial Court. On 21.06.2013 this Court granted interim suspension of the order of the trial Court dated 19.02.2012 subject to the petitioners depositing a sum of Rs.2,22,250/- within four weeks. Absolutely, there is no material on record to establish that the petitioners have been paying the rent as directed by this Court during the pendency of this petition.

7 At the time of arguments, the learned counsel for the respondents submitted that the petitioners have been running an educational institution in the suit schedule property. There is a moral and legal obligation on the part of the tenant to pay admitted rent to the landlord without default. There is no dispute between the parties with regard to the quantum of rent. The trial Court directed the petitioners to pay Rs.4,44,500/- towards arrears of rent and also to pay monthly rent regularly. As observed earlier, the petitioners are not paying the rent as

directed by this Court. If the petitioners are permitted to continue in the premises without paying rent, in spite of the orders of this trial Court or this Court, the very object of order 15 A CPC will be frustrated, more so, it would certainly, cause untold hardship and financial loss to the respondents. The trial Court has rightly considered the material available on record and allowed the petition. The findings recorded by the trial Court are supported by material available on record. I am in complete agreement with the findings recorded by the trial Court. I see no irregularity, illegality or impropriety in the impugned order. Hence the present Civil Revision Petition is liable to be dismissed as devoid of merits.

8 In the result, the Civil Revision Petition is dismissed. No order as to costs. As a sequel, miscellaneous petitions, if any connected to this Civil Revision Petition, shall stand closed.

Date: 23.03.2017
Kvsn

T. SUNIL CHOWDARY, J.

