

HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN

Second Appeal No.236 of 2017

Judgment:

As against concurrent findings of both the Courts below, directing the appellant to vacate and handover vacant possession of the suit schedule property, the State-owned Petroleum Corporation has come up with the above second appeal.

2. Heard Mr. B.Mayur Reddy, learned counsel for the appellant. Mr. B.Nalin Kumar, learned counsel, takes notice for the respondent.

3. The respondent/landlady filed a suit for eviction as against the appellant. The appellant filed a written statement claiming that from the date on which the lease expired, namely, 30-6-2013 they have been requesting the respondent/plaintiff to renew the lease and that they were even prepared to exercise the option to buy the property.

4. The Trial Court framed the following issues for consideration:

- i) Whether the plaintiff is entitled for decree of eviction?
- ii) Whether the plaintiff is entitled for damages at Rs.50,000/- as claimed?
- iii) Whether the plaintiff is entitled for future damages at Rs.50,000/- as claimed? and
- iv) To what relief?

5. The respondent/plaintiff examined herself as P.W.1 and filed 3 documents. The agreement between the parties dated 17-12-1994 was filed as Ext.A-1. The letter dated

10-9-2012 sent by the defendant and the reply given by the respondent were marked as Exts.A-2 and A-3.

6. The Senior Divisional Manager of the appellant was examined as D.W.1. The cheque dated 05-9-2013, the returned cover dated 10-9-2013 and a letter issued to the plaintiff on 10-9-2013 were marked as Exts.B-1 to B-3.

7. The Trial Court came to the conclusion that as per Ext.A-1, the lease expired on 30-6-2013 and that once the request of the defendant for the renewal of the lease was rejected, the appellant had no right to continue. The Trial Court also took note of the requirement of the respondent/plaintiff to put up a Nursing Home for her husband who is a doctor. Therefore, both on the ground that the lease expired and on the ground that the respondent required the premises for her own use, the Trial Court decreed the suit.

8. Finding no valuable point in favour of the appellant, the First Appellate Court dismissed the appeal. In fact, the appellant contended that under Section 106 of the Transfer of Property Act, there was no notice of termination of tenancy. But the First Appellate Court addressed the issues and rightly held so, in paragraphs 11 and 12 of the judgment.

9. In such circumstances, I see no substantial question of law arising for consideration in the second appeal. Hence, the second appeal deserves to be dismissed.

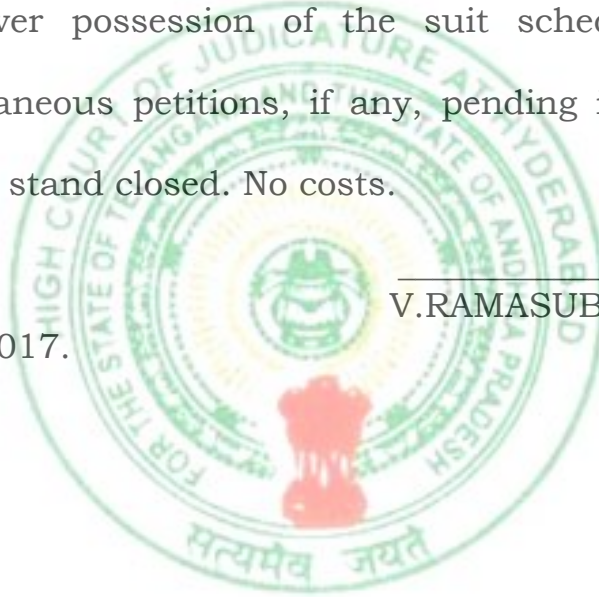
10. However, it is contended by the learned counsel for the appellant that if the appellant had to shift the Petrol

Bunk, they may have to locate a property for which they will be able to get clearance from the Fire Services Department and the Explosives Department and that therefore the same may have to be taken into consideration.

11. The said contentions merits acceptance. The Petroleum Corporation cannot be treated as any other tenant and thrown out within a period of two months from the date of the decree. Therefore, while dismissing the second appeal, the appellant is granted time till 31-12-2017 to vacate and handover possession of the suit schedule property. The miscellaneous petitions, if any, pending in this second appeal shall stand closed. No costs.

07<sup>th</sup> April, 2017.  
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V.RAMASUBRAMANIAN, J.



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