

THE HON' BLE SRI JUSTICE M. SEETHARAMA MURTI

Civil Revision Petition No.2750 of 2017

ORDER:

The unsuccessful tenant/respondent filed this civil revision petition, under Section 22 of the A.P. Buildings (Lease, Rent & Eviction) Control Act, 1960, (Act XV of 1960) assailing the orders, dated 07.02.2017, of the learned Chief Judge, City Small Causes Court, Hyderabad, passed in R.A.no.13 of 2014, whereby, the learned Chief Judge, while allowing the said appeal had set aside the order, dated 14.11.2013, of the learned Rent Controller, Hyderabad, passed in R.C.C.No.227 of 2013, and directed the respondent/tenant (revision petitioner herein) to vacate and handover vacant possession of the ground floor portion of house bearing no.3-5-928, Sushilwadi, Narayanguda, more fully described in the schedule annexed to the eviction petition filed by the landlady/respondent herein.

2. I have heard the submissions of *Sri Bankatlal Mandhani*, learned counsel appearing for the revision petitioner/tenant, and of *Sri Sai Gangadhar Chamorthy*, learned counsel for the respondent/landlady. I have perused the material record.

3. In this revision petition, the parties shall hereinafter be referred to as the petitioner/landlady and the respondent/tenant as arrayed in the original rent control case, for convenience and clarity.

4. Before proceeding further, it is necessary to refer to the pleadings of the parties:

4.1 The case of the petitioner/landlady, in brief, is this: 'She is the absolute owner of the building bearing No.3-5-928, Sushilwadi,

Narayanguda, Hyderabad, consisting of ground and first floors. She leased out the ground floor portion (hereinafter, 'schedule property') on a monthly rent of Rs.450/- exclusive of water, electricity and other charges to the respondent/tenant. He executed a rental agreement, dated 01.05.2002. The tenancy was extended from time to time and the rent was enhanced to Rs.900/- per month in the year 2006. The petitioner/landlady has been residing in a building situated at L.B.Nagar, having taken the same on rent, which is a huge amount. She has been staying there for the sake of education of her children. Now, the petitioner/landlady wants to occupy the schedule property and hence, she requires the same for her own *bona fide* occupation. The rents of the properties are touching the sky. The petitioner/landlady and her husband are not in a position to pay the monthly rent in thousands of rupees for the property in which they are living as tenants besides bearing electricity, water and maintenance charges. She is also not in a position to pay the monthly tuition fees of her children as she is paying huge monthly rent for the rented accommodation. She has no residential building of her own except the petition schedule building. In the month of February, 2006, she intimated the respondent/tenant about her requirement. The respondent/tenant failed to vacate the petition schedule property, having agreed to do so. She requested the respondent/tenant several times and also demanded him to vacate and deliver possession of the schedule property. To her surprise, the respondent/tenant stopped payment of rents from February, 2006, to April, 2008. She also requested the respondent/tenant to pay the arrears of rent i.e., Rs.23,400/- for the said period besides electricity & water charges and municipal taxes in a sum of Rs.7,800/- totalling to Rs.31,200/-. Despite such demand, the respondent/tenant failed to

vacate the property and pay the arrears of rents etcetera. The petitioner also sent locality elders to settle the issue. But, all such attempts were in vain. On 05.06.2008, the petitioner finally approached the respondent and demanded him to pay the arrears of rent and vacate the schedule property. The respondent used most filthy language against her. Hence, she suffered mentally and financially. In view of the attitude of the respondent, she got issued a legal notice, 05.04.2008, by RPAD calling upon the respondent to pay the arrears of rent and vacate & hand over possession of the schedule property to her. He sent a reply with false allegations. Therefore, the petition is filed for eviction and also for a direction to pay the arrears of rent besides water and electricity consumption charges, that is, in all Rs.31,200/- (Rs.23,400/- + 7800/-) and for costs and for other reliefs.'

4.2 The case of the respondent/tenant, in brief, is this:

The material allegations in the petition are false. The schedule property was originally allotted to this respondent by the Accommodation Controller, G.D.D., Government of Andhra Pradesh. Accordingly, he was put in possession and enjoyment of the entire building. Initially, the rent was Rs.250/- per month exclusive of electricity and water charges. The municipal tax shall be borne by the petitioner herself. This respondent denies the allegation that he entered into a rental agreement, dated 01.05.2002, with the petitioner in respect of the ground floor portion, on payment of monthly rent of Rs.450/- per month. The said ground floor portion consists of four rooms without having toilet facility and water tap connection. The adjacent other portion in the ground floor is in the occupation of another tenant, Shiva Shankar Goud. Apart from the said ground floor portion, he occupied first and second floors, for residential purpose. The rent is

Rs.450/- per month for the portion of ground floor, which is in the occupation of this respondent and that the same is exclusive of electricity and water charges is denied. The present rent is Rs.350/- per month exclusive of electricity charges. The petitioner has not taken care to either white wash the building including the portion in the ground floor, which is in the occupation of this respondent, or to attend to its repairs. This respondent undertook repairs and got white washed the portion in his occupation as it is in a dilapidated condition, since constructed about 60 years back and as the lime is falling from the walls. In January, 2005, the other tenant in the other ground floor portion demolished, damaged and removed the entire WC and bath room with tap connection. The other tenant in the occupation of the other portion of ground floor filed a suit against this respondent for perpetual injunction restraining this respondent from interfering with the passage as well as from reconstructing the demolished portion of WC and bath room. The said suit in O.S.No.469 of 2005, which was pending on the file of II Junior Civil Court, City Civil Court, Hyderabad, was dismissed on merits on the contest raised by this respondent. This respondent is also contesting the A.S.No.8 of 2009, on the file of II Additional Chief Judge, City Civil Court, Hyderabad, filed by the said tenant. The petitioner is not caring about the said litigation. From the date of demolition of WC and bath room, by the said other tenant this respondent's portion is not having essential amenity of toilet since January, 2005. This respondent several times informed the said facts to the petitioner orally and also in writing in the form of reply notice, dated 05.05.2008. The petitioner never bothered to consider that this respondent is living in the portion in the ground floor in his occupation without essential amenities. In that suit, this respondent has taken a plea that the petitioner herein shall be



impleaded as a party to the said suit. But the said request was not considered. The petitioner is not bothered about the other suit, which was filed by the other tenant against this respondent. The petitioner entered into an agreement of sale, with a third party-Gopal Yadav, vide agreement of sale, dated 07.5.2004, agreeing to sell the entire house property for a valuable consideration of Rs.13,00,000/-; and, out of the said consideration, the said third party has already paid Rs.2,55,000/- on 18.08.2004; and, also issued a post dated cheque for Rs.1,00,000/- drawn on Punjab National Bank. As per the said agreement of sale, the said third party came to this respondent and demanded for payment of rents. The 3<sup>rd</sup> party demanded the other tenants also to pay rents. The above said fact came to the knowledge of this respondent recently, when the said third party, G.Gopal Yadav, informed this respondent about the agreement of sale that was entered into between him and the petitioner. The petitioner suppressed the said fact with a *mala fide* intention. Gopal yadav is a necessary party to the eviction proceedings and the petition is liable for dismissal for not impleading the said necessary and proper party. The allegation that the petitioner is in *bona fide* requirement of the schedule premises for her personal occupation is false and invented. The petitioner filed another eviction case in R.C.C.No.278 of 2008 on the file of the learned II Additional Rent Controller, City Civil Court, Hyderabad, against the other tenant on the grounds of *bona fide* personal requirement, wilful defaults in payments of rents and denial of ownership in respect of the other portion, which is in the occupation of the said other tenant. All the facts show that the claim of *bona fide* requirement of the petitioner is not genuine. This respondent also received a notice in A.S.No.1805 of 1998 on the file of this Court, wherein the subject matter and reliefs claimed are

declaration of title and partition among the legal heirs of V.D.N.Sastry and Sowbhagyavathi. In the said proceedings it was alleged that V.Ranganayakamma, is the absolute owner and possessor of the property, vide registered sale deed, dated 07.08.1963, and that the said V.D.N.Sastry and Ranganayakamma died intestate in the year 1972 and 1973 respectively leaving behind the petitioner herein and other legal heirs. Since this respondent is a tenant in the building, he was also made a party to the above appeal suit, which is pending. The other legal heirs are also claiming rents from this respondent. Thus, the petitioner and also the third parties are demanding rents from this respondent. This respondent has got a *bona fide* doubt in regard to the ownership of the house. However, this respondent is paying monthly rents regularly every month without any default to the petitioner by means of money orders. There are no arrears as alleged in the petition of the petitioner. This respondent never committed default in payment of rents much less for the period from February, 2006 to April, 2008, as alleged in the petition. The claim of rent @ Rs.900/- per month does not arise. So also the claim of arrears of rent etcetera in a sum of Rs.31,200/- does not arise. The municipal taxes are to be paid by the petitioner only. There is no water tap connection. The petitioner never came to the property in the occupation of this respondent and never made any demands for either vacating the property or to pay the alleged arrears of rent. The petition schedule as mentioned is not correct. The petition may be dismissed.

5. At the time of enquiry before the learned Additional Rent Controller, the petitioner/landlady was examined as PW1 and exhibits P1 to P29 were marked on her side. The respondent and his supporting witness were examined as DWs 1 and 2 and exhibits R1 to R23 were

marked on his side. Certified copy of petition in R.C.No.278 of 2008 on the file of II Additional Rent Controller, Hyderabad, was also marked as exhibit X1.

6. On merits, the learned Rent Controller dismissed the petition of the petitioner/landlady. It is pertinent to note that the learned Additional Rent Controller while dismissing the eviction case filed by the petitioner/landlady held on point no.1 that denial of title by the respondent is *bona fide*; however, on point no.2, the Additional Rent Controller held that the respondent is a wilful defaulter in payment of rents as claimed by the petitioner; further, on point no.3; the learned Rent Controller held that the ground of *bona fide* personal requirement is not established. Aggrieved thereof, the petitioner/landlady preferred the appeal. The learned Chief Judge, held in favour of the petitioner/landlady on all points and allowed the petition of the petitioner/landlady and ordered eviction of the respondent/tenant from the plaint schedule property. Aggrieved thereof, the respondent/tenant preferred this revision.

7. Learned counsel for the respondent/tenant while reiterating the pleaded case of the respondent/tenant, which is already stated *supra*, and while supporting the orders of the learned Additional Rent Controller contended as follows: "The learned appellate authority/ Chief Judge failed to properly appreciate the facts & contentions and erroneously reversed the well-considered and well reasoned order of the Additional Rent Controller passed in favour of this revision petitioner/respondent/tenant. This tenant and the other tenants in the building believed the contention of the petitioner/landlady about the execution of the Will by late Ranganayakamma and paid rents to the

petitioner/landlady. Subsequently, this tenant came to know that the petitioner/landlady created a Will and made a false claim and collected rents by playing fraud. When the said fact came to the knowledge of this respondent/tenant by virtue of judgment, dated 17.04.2013, in A.S.no.1805 of 1999, wherein the alleged Will was held to have been not proved, this respondent denied *bona fide* the relationship of landlady and tenant between the parties. The certified copies of the judgment and decree in the said A.S.No.1805 of 1999 are filed into Court along with a memo. The learned Rent Controller, after discussing the evidence on record held that the petitioner/land lady is neither the owner nor a landlady and that the denial of title by this respondent/tenant is *bona fide*. The learned appellate authority, without considering the facts correctly and the evidence in proper perspective, erroneously reversed the said well reasoned finding of the learned Rent Controller. No evidence was adduced to prove exhibit P1, lease agreement, which was denied by this respondent/tenant. When the judgment of this Court A.S.No.1805 of 1999 was relied upon, the same was not properly considered and appreciated and the learned appellate authority proceeded as if the appeal has not been disposed of and that it is still pending. Hence, the findings of the learned appellate authority, which are baseless and are contrary to the facts and evidence, are unsustainable. Therefore, the revision petition is liable to be allowed and the order and decretal order passed by the appellate authority, which are impugned in this revision, are liable to be set aside and the order and decretal order of the learned Additional Rent Controller are liable to be restored.”

8. Per contra, learned counsel for the petitioner/landlady while supporting the orders of the learned appellate authority, contended as



follows: “The well settled principle of law is ‘once a tenant always a tenant’; and, the learned Additional Rent Controller held that the tenant is a wilful defaulter in payment of rents as contended by the petitioner/ landlady and the said finding clearly shows that there is jural relationship. But the learned Rent Controller erroneously held that the denial of title by the respondent/tenant is *bona fide* by ignoring the finding that the tenant is a wilful defaulter and also the settled legal position that a tenant is estopped from denying the title of the landlady/ landlord. Before filing the eviction petition, the petitioner/ landlady got issued a notice. The respondent/ tenant contended that he is regular in payment of rents and that he always used to send rents by way of money orders, but failed to establish the payment of rents by the said mode. The property is a commercial property in Narayanaguda, which is the heart of Hyderabad city. He withheld payment of rents and committed wilful defaults in payments of rents and went to the extent of denying the title even though there is admittedly jural relationship between the parties. The petitioner and her family are admittedly staying in a rented accommodation at L.B.Nagar, Ranga Reddy, and hence, the appellate authority rightly held that the requirement of the schedule property for the personal occupation of the landlady/ petitioner is *bona fide*.”

9. I have given earnest consideration to the facts and submissions.

10. Dealing first with the aspect as to whether there is jural relationship of landlady and tenant, it is necessary to refer to the pleadings of the parties by which the parties are bound. As already noted, the petitioner/ landlady brought the eviction petition *inter alia* alleging that she is the owner of the schedule property and she leased

out the schedule property to the respondent/tenant on a monthly rent and that they entered into an agreement of lease and that thereafter, the respondent/tenant continued in the property as a month to month tenant. The respondent/tenant in his counter stated that the plaint schedule property was allotted to the respondent/tenant by the Accommodation Controller of the State and that he was put in possession and enjoyment of the property and that the rent initially fixed was Rs.250/- per month, exclusive of electricity and water charges, and that the municipal charges shall be paid by the petitioner herself. He, however, denied entering into an agreement of lease, dated 01.05.2002, in respect of the ground floor (part) i.e., schedule property on payment of monthly rent of Rs.450/-. He, nonetheless, stated that the portion in his occupation consists of four rooms without toilet, bathroom and water tap connection facilities and that he is in occupation of only part of the ground floor, whereas another tenant, by name, Shiva Shankar Goud, is in occupation of the remaining part of the ground floor. He further specifically pleaded that the present rent is Rs.350/- per month exclusive of electrical charges and that since the petitioner failed to affect repairs and whitewashing of the building done, he got affected the repairs and whitewashed the schedule property and that even though he has got *bona fide* doubt about the ownership of the house, he is paying monthly rents regularly to the petitioner by means of money orders without default and that there are no arrears as alleged by the petitioner/landlady.

11. Thus, from the pleadings of the parties, it is obvious that the respondent admitted in his pleadings and also in his evidence the jural relationship and also payment of rents to the petitioner though he alleged that under certain circumstances, he entertained a *bona fide*

doubt as regards the ownership of the petitioner/ landlady. Be that as it may. In his chief affidavit, as RW1 he stated verbatim as follows:

“I submit as per the original allotment by the Accommodation Controller I am paying the monthly rents regularly to the petitioner sending through M.O., by D.Ds and now I am depositing the rents in the Hon’ble Court. I have deposited rents up to April 2012. I never due or defaulted rents at any time from Feb.2006 to April 2008 as alleged in the petition and claiming of Rs.900/- per month does not arise and also arrears of Rs.23,400/- does not arise. The claim of municipal tax also does not arise.”

In his cross-examination, the following points are elicited: (See: manuscript of the deposition recorded by the Advocate Commissioner)

“It is true that I have stated that this premises allotted by GAD but I don’t remember whether I have filed that document in R.C. The said allotment with regard to the present premises in the year 1982-83. At the time of allotment the rent was fixed by the authorities Rs.250/- (Two Hundred and Fifty only). Later, Agreement was renewed at Rs.350/- (Rupees Three Hundred and fifty only). But I can’t say the exact year & month & date. It is not true to say that I never executed any rental deed on 1-5-2002 at Rs.450/- (Rupees Four Hundred and Fifty only) in favour of petitioner as per Ex.P1. It is true that at the time of inception of the tenancy the Petition Schedule Property is having 4 (Four) rooms WC and bath. I do not remember the exact year & month which I have started depositing rent into the Court. After 2002 I have never enhanced rent. It is not true to say that I have enhanced rent Rs.600/- P.M (Rupees Six Hundred only) after 2002. It is not true to say that Rs.900/- (Rupees Nine Hundred only) enhanced by me after 2002. It is not true to say that I have promised to vacate the Suit Schedule Property to the petitioner in 2006. It is not true to say that I have paid the rents from February 2006 to April 2008.” [Reproduced verbatim for emphasis]

The above points elicited in cross-examination also disclose that the tenant admitted the jural relationship as well as payment of rents by the respondent/tenant to the petitioner/landlady. It was also brought out

in his evidence that the specific performance suit filed by Gopal Yadav against the petitioner/landlady was dismissed. So the contention that the landlady sold away the property is also of no avail to the respondent/tenant. Before going further, it is apt to take note of the definition of 'landlord' under the Act, which is as follows: " '*Landlord*' means the owner of a building and includes a person who is receiving or is entitled to receive the rent of a building, whether on his own account or on behalf of another person or on behalf of himself and others or as an agent, trustee, executor, administrator, receiver or guardian or who would so receive the rent or be entitled to receive the rent, if the building were let to a tenant." Thus, the term 'landlord' means owner of a building and also a person who is receiving rent of a building. In this rent control case, when the jural relationship including payment of rents is admitted and the respondent/tenant is continuing in the schedule property as a tenant of the property of the petitioner/landlady since a very long time, there is no need to go into the question of title of the landlady by making reference to the Civil Litigation and the judgment in A.S.No.1805 of 1999 that was being relied upon by the respondent/tenant. Even if there are any disputes between the petitioner/landlady and some others of her family or relatives with regard to title to the property of which the petition schedule property is a part, the respondent/tenant cannot take advantage of the same to deny the title of the petitioner/landlady and if he does so, he will be doing it at his own peril. Even if the landlady finally loses the civil litigation with regard to title to the property, yet she can seek eviction of the tenant from the property based on the jural relationship, which the tenant has with her, as she has to eventually hand over possession to the eventual successful party in the Civil litigation after obtaining vacant



possession of the property from the tenant inducted into the property by her. For the limited purpose of this case, admission of jural relationship by the tenant and payment of rents to the petitioner/landlady for over a long period of time are sufficient to uphold the jural relationship and to further hold that the tenant is estopped from denying the title of the petitioner/landlady. In my opinion, denial of landlady's title or disclaimer of tenancy by tenant is an act which is likely to affect adversely and substantially the interest of the landlady and, hence, is a ground for eviction of tenant within the meaning of Clause (vi) of Sub-section (2) of Section 10 of Act XV of 1960. A denial of title which falls foul of the rule of estoppel contained in Section 116 of Evidence Act is considered in law a malicious act on the part of the tenant as it is detrimental to the interest of the landlord and does no good to the lessee himself. In *Vashu Deo v. Balkishan*: [2002]1SCR171, the Supreme Court had an occasion to sum up the law as to estoppel of tenant and as to eviction by title paramount and held as follows: "The rule of estoppel between landlord and tenant enacted in Section 116 of the Evidence Act has three main features: (i) the tenant is estopped from disputing the title of his landlord over the tenancy premises at the beginning of the tenancy; (ii) such estoppel continues to operate so long as the tenancy continues and unless the tenant has surrendered possession to the land lord; and, (iii) Section 116 of the Evidence Act is not the whole law of estoppel between the landlord and tenant. The principles emerging from Section 116 can be extended in their application and also suitably adapted to suit the requirement of an individual case." "...the rule of estoppel ceases to have applicability once the tenant has been evicted. His obligation to restore possession to his landlord is fulfilled either by actually fulfilling the obligation or by

proving his landlord's title having been extinguished by a paramount title-holder." It is also now a settled principle of law that the concept of ownership in a landlord-tenant litigation governed by Rent control laws has to be distinguished from the one in a title suit. Indeed, ownership is a relative term, the import whereof depends on the context in which it is used. In rent control legislation, the landlord can be said to be the owner if he is entitled in his own legal right, as distinguished from for and on behalf of someone else to evict the tenant and then to retain control, hold and use the premises for himself. What may suffice and hold good as proof of ownership in landlord-tenant litigation probably may or may not be enough to successfully sustain a claim for ownership in a title suit. [See: (i) Sheela and Ors. v. Firm Prahlad Rai Prem Prakash: (2002) 3 SCC 375]; and, (ii) Boorugu Mahadev and Sons and Ors. vs. Srigiri Narasing Rao and Ors.: AIR2016SC433]. Since the respondent/tenant herein from the inception accepted the petitioner as the landlady and paid rents to her and is continuing to pay rents to her, he is estopped from denying the said relationship under facts and in law. Therefore, it follows that the denial of title, if any, by the respondent/tenant is not *bona fide* and that on that ground also, the respondent/tenant is liable to be evicted.

12. Coming to the aspect of arrears of rents and wilful defaults in payments of rents, the case of the petitioner/landlady is that the respondent/tenant failed to pay the rents for the period from February, 2006, to April, 2008, and also electricity, water and other charges, and that in all, a sum of Rs.34,200/- is due and payable and that the tenant is a wilful defaulter. The only contention of the respondent/tenant was that the rents for the said period were paid. However, no evidence was

adduced in support of the plea of payment of rents every month regularly without any default. The learned Additional Rent Controller held that the case of the petitioner that the tenant is a wilful defaulter in payment of rents is true. The learned appellate authority confirmed the said finding based on facts and evidence *inter alia* observing that the learned Rent Controller rightly appreciated the facts and evidence and came to a correct conclusion that the respondent/tenant committed wilful defaults in payments of rents for the said period. Considering the scope of jurisdiction of this Court, this Court does not find any reason to interfere with the said concurrent factual finding that is recorded by the Courts below and which is plausible.

13. So far as the *bona fide* personal requirement, the case of the landlady is that she and her family are residing in a rented accommodation at LB Nagar, Ranga Reddy, on payment of huge monthly rent to their landlord and that they are residing there on account of education of their children and that in view of the increase in rents, they are unable to pay the rents to their landlord and also school fee of the children and that, therefore, they require the petition schedule property in the occupation of the respondent/tenant for their *bona fide* personal requirement. She asserted the said case in her evidence and maintained the said stand in the cross-examination. The respondent/tenant admitted in his cross-examination that he is using the petition schedule premises for his residence and also for his business. The only contention of the respondent/tenant is that the landlady entered into an agreement of sale with one Gopal Yadav and therefore, her requirement is not genuine. But, when it was suggested to him in the cross-examination, he stated that he does not know whether the said suit for specific performance filed by the said Gopal Yadav was dismissed or not.

Therefore, there is no reliable evidence to accept the contention of the tenant that the landlady sold away the property and, hence, the alleged ground of personal requirement is not *bona fide*. Having regard to the facts, evidence and the reasoned findings of the learned appellate authority to the effect that the requirement of the petitioner is *bona fide*, this Court is satisfied that the said findings do not warrant interference in this revision.

14. The Constitution Bench of the Supreme Court settled the law relating to exercise of jurisdiction by the High Court while deciding revision in rent matters under the Rent Control Act in the case of Hindustan Petroleum Corporation Limited v. Dilbahar Singh: (2014) 9 SCC 78. The said legal position is as follows:

“We hold, as we must, that none of the above Rent Control Acts entitles the High Court to interfere with the findings of fact recorded by the first appellate court/first appellate authority because on reappraisal of the evidence, its view is different from the court/authority below. The consideration or examination of the evidence by the High Court in revisional jurisdiction under these Acts is confined to find out that finding of facts recorded by the court/authority below is according to law and does not suffer from any error of law. A finding of fact recorded by court/authority below, if perverse or has been arrived at without consideration of the material evidence or such finding is based on no evidence or misreading of the evidence or is grossly erroneous that, if allowed to stand, it would result in gross miscarriage of justice, is open to correction because it is not treated as a finding according to law. In that event, the High Court in exercise of its revisional jurisdiction under the above Rent Control Acts shall be entitled to set aside the impugned order as being not legal or proper. The High Court is entitled to satisfy itself as to the correctness or legality or propriety of any decision or order impugned before it as indicated above. However, to satisfy itself to the regularity, correctness, legality or propriety of the impugned decision or the order, the High Court shall not



exercise its power as an appellate power to reappreciate or reassess the evidence for coming to a different finding on facts. Revisional power is not and cannot be equated with the power of reconsideration of all questions of fact as a court of first appeal. Where the High Court is required to be satisfied that the decision is according to law, it may examine whether the order impugned before it suffers from procedural illegality or irregularity.”

In view of the settled legal position, this Court while exercising revisional powers/jurisdiction under the rent control law shall confine itself to the aspects of legality, regularity and propriety of the order impugned before it. Having carefully examined the pleadings and the evidence, this Court does not find any illegality or irregularity or impropriety either in appreciation of the facts or the evidence by the Court below and hence, finds no reason calling for interference. On the above analysis, this Court finds that the Court below is justified in ordering eviction of the tenant and that there is no merit in the revision and that the revision petition is liable to be dismissed.

15. In the result, the Civil Revision Petition is dismissed confirming the order and decretal order of the learned appellate authority/ Chief Judge, City Small Causes Court, Hyderabad, passed in RA.No.13 of 2014. The revision petitioner/tenant is granted a time of (3) three months from the date of receipt of a copy of this order to vacate and handover vacant peaceful possession of the petition schedule property to the landlady/respondent herein. Failing which the landlady shall be at liberty to obtain delivery of possession of the petition schedule property by following the due procedure established by law.

There shall be no order as to costs.

Pending miscellaneous petitions, if any, shall stand closed.

03.10.2017  
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M. SEETHARAMA MURTI, J

