

HON'BLE Dr. JUSTICE B. SIVA SANKARA RAO

CIVIL REVISION PETITION No.5291 of 2011

ORDER :

The petitioner was the so-called tenant under the respondent and he maintained a petition for declaration as statutory tenant under the respondent in A.T.C.No.6 of 2002 on the file of the Principal Junior Civil Judge, Kavali, for the property covered by Kavali Sub-Registration, Kavali municipal area, Bit I, Survey No.877/1D of Ac.1.23 cents of wet land out of Ac.1.46 cents, within the boundaries prescribed in the petition schedule property. The respondent contesting that the petitioner was never a cultivating tenant and there is no landlord relationship between them and the property never leased to him. It is on contest and with reference to evidence of the petitioner as PW.1-tenant and two neighbours as PWs.2 and 3, who filed Exs.X.1 and X.2 documents showing the neighbouring land owners and from DW.1-the respondent, owner of the property. The respondent-DW.1 relied upon Exs.R.1 to R.3-pattdar pass book, title deed and cist receipts (3 in number) respectively, of the property in her name, in her possession and what PW.1-petitioner relied is Exs.P.1 to P.16, which are bunch of lorry receipts of Navatha, SRMT and TVS transport and Exs.P.17 and P.18-inland letters, dated 21.06.1999 and 06.07.1999 respectively. The dismissal order of the application claiming as tenant holding not a tenant by virtue of the evidence of the Tenancy Tribunal, dated 05.02.2008, in relation to the documents in question, particularly with reference to the evidence of

PWs.1 to 3 speaks that according to PW.1 in his chief-affidavit filed in the year 2007 of the tenancy petition filed in 2002 of the alleged lease commenced from 1992 i.e., 10 years back to the filing of the application from the pleading whereas commenced in 2007, which is contradictory to set up even the oral tenancy, much less to believe oral tenancy and so far as PWs.2 and 3 in their oral versions stated the lease commenced 16 years back and the chief affidavits of them filed in 2007 and even that is inconsistent with the two different versions of PW.1 and PWs.2 and 3, thereby there is no credence can be given to the oral testimony of PWs.1 to 3, with that incredibility and even according to the petitioner Maktha is 12 tooms of paddy per year in the beginning and it is enhanced to 16 tooms and later against to 20 tooms of paddy and PW.2's alleged presence at the time of Maktha of paddy if at all present could not state what is the rent if in kind, thereby that evidence also of PW.3 in this regard unbelievable as PW.2 deposed that he has no knowledge how much amount is payable towards Maktha and not even stated paddy delivered in his presence and what he further deposed is he does not know the lease terms and even coming to PW.3 further evidence, he deposed that he was not present at the time of obtaining of the lease of the plaint schedule land by PW.1 from respondent (RW.1) and also at any time about paying of the Maktha, much less in cash or in paddy, thereby their evidence is no way helpful and coming to Exs.P.17 and P.18-inland letters, the recitals prove the existence of lease between the petitioner and the

respondent of the schedule property. However, a perusal of Ex.P.17 addressed to the petitioner by the husband of the respondent stating rice was exhausted in their house and requested to send rice through Sri Ramadas Transport and there is no recital regarding any payment of lease and 10 tooms of rice should be milled and sent sent through transport and remaining 10 tooms of paddy should be sold and use the sale proceedings to repairs to the fields and send the remaining balance to him. Though it is to some extent to say lease is 20 tooms at present if at all to co-relate, there is no recital in the letter referring as lease, much less lease is 20 tooms Maktha and even very letter is denied as to relationship of petitioner with RW.1 and her husband and except oral testimony that letters also not proved, much less none of the contents established any landlord and tenant relationship including from the transport receipts of Exs.P.17 and P.18 regarding sending of paddy, if any, from which event, it cannot be presumed existing of tenancy. Said order is confirmed by the appellate Court in C.M.A.No.11 of 2008, dated 22.04.2010.

2. Having regard to the above, against the fact findings supported by reasons even merely because some other view is also possible in lengthy argument of counsel for the petitioner that is not at all a ground for inference against the reasoned findings, much less to sit in revision when nothing so say such findings are perverse, without any reasons or without any supporting reasons from the material.

3. Accordingly, the civil revision petition is dismissed.

Miscellaneous petitions pending, if any, shall stand closed. No order as to costs.

Dr. B. SIVA SANKARA RAO, J

31st October 2017.

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