

THE HON'BLE JUSTICE SRI T. SUNIL CHOWDARY

CIVIL REVISION PETITION No.558 of 2018

ORDER:

This Civil Revision Petition is filed under Section 22 of the A.P. Buildings (Lease, Rent and Eviction) Control Act, 1960 (for short, 'the Act'), challenging the order dated 18.12.2017 passed in R.C.A.No.2 of 2016 on the file of the Principal Senior Civil Judge, Kakinada, wherein and whereby the order dated 03.2.2016 passed in R.C.C.No.29 of 2007 on the file of the Rent Controller-cum-Principal Junior Civil Judge, Kakinada, directing the respondents to vacate the petition schedule house and handover vacant possession to the petitioners within three months from the date of that order, was confirmed.

2. For the sake of convenience, the parties to this Civil Revision Petition will hereinafter be referred to as they were arrayed before the Rent Control Court.

3. The facts leading to the filing of the present Civil Revision Petition, in a nutshell, are as follows: One Surireddi Butchi Venkata Sundara Ramayya had purchased a tiled house bearing door No.25-5-29, situated in an extent of 150 square yards, in Vinukondavari Street, Kakinada (hereinafter referred to as, the petition schedule house) under a registered sale deed dated 10.9.1919. Surireddi Satya Venkata Sundara Ramayya, who is the son of Butchi Venkata Sundara Ramayya, succeeded to the petition schedule house. Around 1992, Satya Venkata Sundara Ramayya (hereinafter referred to as, the original landlord) leased out the petition schedule house to one Sunkara Srimannarayana (hereinafter referred to as, the original tenant) on a monthly rent of

Rs.300/-. The lease is an oral one. The rent was enhanced from time to time and by the date of death of the original landlord, as on 01.12.2000, rent was Rs.1,000/- per month excluding electricity charges. Petitioner No.1 is wife and petitioner Nos.2 to 4 are sons of the original landlord. After death of the original landlord, the petitioners addressed a letter to the original tenant directing him to deposit the rent in fourth petitioner's Savings Bank Account No.12056 of Andhra Bank, Madhura Nagar Branch, Kakinada. On 08.11.2001, the original tenant deposited one-month rent of Rs.1,000/- in fourth petitioner's Bank account, but thereafter he committed default in depositing the rent. The original tenant, without prior permission of the petitioners, got removed the roof. Knowing about the same, the petitioners filed O.S.No.1460 of 2002 on the file of the Court of I Additional Junior Civil Judge, Kakinada seeking perpetual injunction against the original tenant not to change the roof, and obtained interim injunction. Pending the said suit, the original tenant died and the respondent Nos.1, 2 and 3—who are wife, son and married daughter of the original tenant; came on record as his legal representatives in the suit. The respondents committed wilful default in payment of the rent besides committing the acts of waste. Hence, the petitioners filed the petition for eviction of the respondents from the petition schedule house.

4. The second respondent filed counter, which was adopted by respondent Nos.1 and 3, *inter alia* contending that the rent of petition schedule house was Rs.1,200/- per annum and as requested by the original landlord, the original tenant used to pay

house tax to Kakinada Municipality and the balance rent to the original landlord once in a year. Since the roof of the petition schedule house was completely damaged, the original tenant with the prior consent of original landlord changed the roof with his own money and deducted the repair expenses from the future rents. The petitioners filed O.S.No.1460 of 2002 with false and frivolous allegations. The respondents did not commit default in payment of the rent. Hence, the petition is liable to be dismissed.

5. Before the Rent Control Court, in order to substantiate the case of the petitioners, fourth petitioner examined himself as P.W.1 and got marked Exs.A.1 to A.6. To demolish the case of the petitioners, second respondent examined himself as R.W.1 and got marked Exs.B.1 to B.9. Basing on the oral, documentary evidence and other material available on record, the Rent Control Court arrived at the following conclusions: *(1) rent of the petition schedule house is Rs.1,200/- per annum; (2) respondents committed wilful default in payment of the rent from December, 2001 onwards; (3) respondents committed the act of waste; and consequently allowed the petition.*

6. Feeling aggrieved by the said order, respondents preferred the appeal. The appellate authority, after re-appraising the oral and documentary evidence available on record, and without being influenced by the findings of the original authority, arrived at the following conclusions: *(1) rent of the petition schedule house is Rs.1,000/- per month; (2) respondents committed wilful default in payment of rent; (3) respondents, by removing the roof of the petition schedule house, committed the act of waste; and consequently dismissed the appeal.* Hence, respondent Nos.1 and 2-wife and son of the

original tenant, filed the revision petition against the petitioners and third respondent-married daughter of the original tenant, is shown as not necessary party to this revision.

7. The learned counsel for the respondent Nos.1 and 2-tenants strenuously submitted that the findings recorded by the authorities below are perverse; therefore, such findings can be set aside by this Court while exercising revisional jurisdiction under Section 22 of the Act. He further submitted that the authorities below misconstrued the scope of the proviso to clause (i) of Sub-section (2) of Section 10 of the Act and allowed the petition on assumptions and presumptions, which is not permissible in law. He further submitted that the authorities below failed to observe that the original tenant requested the original landlord to alter the dilapidated roof of the petition schedule house for which the original landlord agreed and asked the original tenant to get it repaired and can deduct the repair expenses from the future rents; therefore, there is no wilful default in payment of the rent, or act of waste, on the part of the respondents; hence the petition itself is not maintainable under law. ***Per contra***, the learned counsel for the petitioners-land lords submitted that the findings recorded by the authorities below are based on evidence, much less legally admissible evidence; therefore, it is a fit case to dismiss the Civil Revision Petition. He further submitted that the appellate authority, without being influenced by any of the observations made by the original authority, arrived at an independent conclusion that the rent of the petition schedule house is Rs.1,000/- per month. He further submitted that the respondents

are not legally entitled to urge in this Civil Revision Petition, for the first time, that the original authority has not adhered to the procedure contemplated under the proviso to clause (i) of Sub-section (2) of Section 10 of the Act. He further submitted that the revisional Court shall not lightly interfere with the concurrent findings of fact recorded by the authorities below.

8. The point that arises for consideration, in this revision petition, is:

Whether there is any illegality, irregularity or impropriety in the orders of the Authorities below, to warrant interference of this Court, while exercising revisional jurisdiction under Section 22 of the Rent Control Act or not?

9. To substantiate the contention that the revisional Court can interfere with the concurrent findings of fact and set aside the same if they are perverse, learned counsel for the petitioners-landlords has drawn the attention of this Court to the following decisions:

(1) **Hindustan Petroleum Corporation Limited v. Dilbahar Singh**¹

wherein a 5-Judge Bench of the Hon'ble apex Court held at Para No.45 as follows:

45. 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 re-appreciation 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

¹ AIR 2014 SC 3708 = 2014 AIR SCW 5018

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 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 re-appreciate or re-assess 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.

(2) **Mohd. Taheruddin v. Mir Saber Ali Alvi**², wherein a learned

Single Judge of this Court held at paragraph No.37 as follows:

37. ... Therefore, the concurrent fact findings recorded by the Courts below cannot be disturbed while exercising power of revision under Section 22 of the Rent Control Act, since this Court, while jurisdiction under Section 22 of the Rent Control Act, is competent to decide only propriety, regularity or legality of the order and mostly confined to the question of law, except where the concurrent fact findings recorded by the Courts below are not based on any evidence or manifestly perverse or apparently erroneous. ...

As per the principle enunciated in the cases cited supra, if the concurrent findings of fact recorded by the authorities below are perverse, this court can set aside the same by exercising jurisdiction under Section 22 of the Act.

10. Let me consider the facts of the case on hand in the light of the above legal principle.

11. Learned counsel for the respondent Nos.1 and 2 strenuously submitted that the Rent Control Court committed grave error by not granting time to the tenants to deposit the rent as contemplated under Section 10 of the Act. To appreciate the

² 2018 (2) ALD 12

contention, it is not out of place to extract hereunder relevant provision:

10. Eviction of tenants:-

(2) A landlord who seeks to evict his tenant shall apply to the Controller for a direction in that behalf. If the Controller, after giving the tenant a reasonable opportunity of showing cause against the application, is satisfied:

(i) that the tenant has not paid or tendered the rent due by him in respect of the building within fifteen days after the expiry of the time fixed in the agreement of tenancy with his landlord or in the absence of any such agreement, by the last day of the month next following that for which the rent is payable; or

Provided that in any case falling under clause (i), if the Controller is satisfied that the tenant's default to pay or tender the rent was not wilful, he may, notwithstanding anything in Section 11, give the tenant a reasonable time, not exceeding fifteen days, to pay or tender the rent due by him to the landlord up to the date of such payment or tender and on such payment or tender, the application shall be rejected.

12. To substantiate the argument, learned counsel for the respondent Nos.1 and 2—tenants has drawn the attention of this Court to **Sundaram Pillai v. Pattabiraman**³, wherein the Hon'ble apex Court at paragraph No.60 held as follows:

60. To begin with, Section 10(2)(i) of the Act lays down that where the Controller is satisfied that the tenant has not paid or tendered the rent within 15 days after the expiry of the time fixed in the agreement of tenancy or in the absence of any such agreement, by the last date of the month next following that for which the rent is payable, he (tenant) undoubtedly commits a default. Two factors mentioned in Section 10(2)(i) seem to give a clear notice to a tenant as to the mode of payment as also the last date by which he is legally supposed to pay the rent. This, however, does not put the matter beyond controversy because before passing an order of eviction under the proviso, it must also be proved that the default was *wilful* and if the Controller is of the opinion that the default in the circumstances and facts of the case was not wilful, in the sense that it did not contain any of the qualities or attributes of a wilful default as indicated by us above, he may give the tenant a reasonable time, not exceeding 15 days, to pay the entire rent and if this is complied with, the application for ejectment would stand rejected. ...

13. A careful perusal of the above proviso, in the light of the principle enunciated in the case cited supra, makes it clear that on

³ (1985) 1 SCC 591

appearance of the tenant, and basing on the pleadings, if the Rent Controller comes to a conclusion that non-payment of the rent by the tenant is not wilful, then he may grant time not exceeding 15 days to the tenant for payment of the rent due to the landlord. If the tenant pays the rent, in pursuance of the time granted by the Rent Controller, the petition shall be rejected.

14. In the instant case, it appears that the Rent Control Court, after satisfying with the pleadings in the petition, directed both the parties to proceed with the matter. Even assuming, but not conceding, that the Rent Control Court has not followed the procedure as contemplated under the above proviso, a duty is cast on the respondent Nos.1 and 2 to challenge such an irregularity before the original authority at the earliest point of time. The inaction on the part of the respondent Nos.1 and 2 precludes them from making the contention on that aspect for the first time before the revisional Court. In the light of the foregoing discussion, the submission made by the learned counsel for the respondent Nos.1 and 2 has no legs to stand.

15. The next contention of learned counsel for the respondent Nos.1 and 2 is that the finding of the appellate authority that the rent of the petition schedule house is Rs.1,000/- per month is factually incorrect; therefore, such a finding is not sustainable. Refuting the said contention, learned counsel for the petitioners strenuously submitted that the said finding of the appellate authority is based on evidence much less legally admissible evidence; therefore, such a finding cannot be disturbed.

16. As per the averments made in the petition, the rent of the petition schedule house is Rs.1,000/- per month. The respondents have taken a specific plea, in the counter, that the rent of the petition schedule house is Rs.1,200/- per annum. The fact remains that the original landlord died as on 01.12.2000. The petitioners got issued Ex.A.5-letter dated 27.8.2001 directing the original tenant to deposit the monthly rents in the Savings Bank account of fourth petitioner. The original tenant in turn addressed a letter, under Ex.B-3 certificate of posting, to the petitioners expressing his condolences for the demise of original landlord. Ex.B.4 is the letter dated 08.11.2001 purported to have been addressed by the original tenant to the petitioners. The Rent Control Court, while placing reliance on Exs.B.3 and B.4, arrived at a conclusion that the rent of the petition schedule house is Rs.1,200/- per annum. The appellate authority disbelieved Ex.B.4 and, while placing reliance on Ex.A.5 letter, held that the rent of the petition schedule house is Rs.1,000/- per month. Even as per the version put-forth by the respondent, the original tenant deposited Rs.1,000/- in pursuance of Ex.A.5 letter. As seen from the testimony of R.W.1-original tenant, after deducting the house tax, he deposited an amount of Rs.1,000/- towards annual rent.

17. There is a gap of nearly 3 months between Ex.A.5 letter dated 27.8.2001 addressed by the petitioners and Ex.B.4 reply letter dated 08.11.2001 addressed by the original tenant. There is no proper explanation from the petitioners why the original tenant waited for a period of 3 months for depositing the rent and what prompted him to mention that he has to pay the rent at Rs.1,200/-

per annum in Ex.B.4 letter. It is needless to say that the pleadings form bedrock of a civil proceeding. Any amount of oral and documentary evidence without pleading is of no avail. The respondents have not taken a specific plea in the counter that the original tenant addressed Ex.B.4 letter dated 08.11.2001 to the petitioners intimating the rent of the petition schedule house as Rs.1,200/- per annum. It is a settled principle of law that a party to the proceedings has to mention the facts much less material facts in the pleadings. If really the respondents are in possession of Ex.B.4 letter by the time of filing counter, what prevented them to mention about the said letter in the counter. The original authority as well as the appellate authority observed that Ex.B.3 certificate of posting is not visible. Therefore, the possibility of creating Ex.B.4 letter by the respondents, with an ulterior motive of paying less rent, cannot be ruled out completely. The Rent Control Court had lost sight of these aspects and simply believed Ex.B.4 letter by placing reliance on Ex.B.3 certificate of posting. The finding recorded by the Rent Control Court is, therefore, not sustainable either on facts or in law. On the other hand, the finding recorded by the appellate authority is supported by material much less legally admissible material. The appellate authority assigned reasons much less valid reasons to its finding. I am fully endorsing the finding recorded by the appellate authority. In the light of the foregoing discussion, I have no hesitation to hold that the rent of the petition schedule house is Rs.1,000/- per month. Therefore, I am unable to accede to the contention of learned counsel for the respondent Nos.1 and 2 that

the finding recorded by the appellate authority, on this aspect, is not sustainable.

18. The next contention of learned counsel for respondent Nos.1 and 2 is that the respondents have not committed wilful default in payment of rent. *Per contra*, learned counsel for the petitioners submitted that the respondents committed wilful default in payment of the rent from December, 2001 onwards. To substantiate the argument, learned counsel for the petitioners has drawn the attention of this Court to **Sundaram Pillai v. Pattabiraman**⁴, wherein the Hon'ble apex Court at paragraph Nos.21 to 26 held as follows:

21. Before, however, going into this question further, let us find out the real meaning and content of the word 'wilful' or the words 'wilful default'. In the book 'A Dictionary of Law' by L.B. Curzon, at page 361 the words 'wilful' and 'wilful default' have been defined thus:

'Wilful'- Deliberate conduct of a person who is a free agent, knows what he is doing and intends to do what he is doing.

'Wilful default'-Either a consciousness of negligence or breach of duty; or a recklessness in the performance of a duty.

22. In other words, 'wilful default' would mean a deliberate and intentional default knowing full well the legal consequences thereof. In Words and Phrases', Volume 11 A (Permanent Edition) at page 268 the word 'default' has been defined as the non-performance of a duty, a failure to perform a legal duty or an omission to do something required. In volume 45 of 'Words & Phrases', the word 'wilful' has been very clearly defined thus:

'Wilful'-intentional; not incidental or involuntary:-

- done intentionally, knowingly, and purposely, without justifiable excuse as distinguished from an act done carelessly; thoughtlessly, heedlessly or inadvertently:

- in common parlance word 'wilful' is used in sense of intentional, as distinguished from accidental or involuntary.

⁴ (1985) 1 SCC 591

P. 296 - "Wilful" refers to act consciously and deliberately done and signifies course of conduct marked by exercise of volition rather than which is accidental, negligent or involuntary.

23. A. In Volume III of Webster's Third New International Dictionary at page 2617, the word 'wilful' has been defined thus:

governed by will without yielding to reason or with out regard to reason: obstinately or perversely self-willed.

24. The word 'default' has been defined in Vol. I of Webster's Third New International Dictionary at page 590 thus:

to fail to fulfil a contract or agreement, to accept a responsibility; to fail to meet a financial obligation.

25. In Black's Law Dictionary (4th Edn.) at page 1773 the word 'wilful' has been defined thus:

'Willfulness' implies an act done intentionally and designedly; a conscious failure to observe care; Conscious; knowing; done with stubborn purpose, but not with malice.

The word "reckless" as applied to negligence, is the legal equivalent of "willful" or "Wanton".

26. Thus, a consensus of the meaning of the words 'wilful default' appears to indicate that default in order to be wilful must be intentional, deliberate, calculated and conscious, with full knowledge of legal consequences flowing therefrom. Taking for instance a case where a tenant commits default after default despite oral demands or reminders and fails to pay the rent without any just or lawful cause, it cannot be said that he is not guilty of wilful default because such a course of conduct manifestly amounts to wilful default as contemplated either by the Act or by other Acts referred to above.

19. Let me consider the facts of the case, on the aspect of wilful default, in the light of the above legal principle.

20. The petitioners addressed Ex.A.5 letter directing the original tenant to deposit the monthly rent in the Savings Bank account of fourth respondent. After receipt of Ex.A.5 letter, the original tenant deposited an amount of Rs.1,000/- and thereafter failed to pay the amount. The record reveals that during the pendency of O.S.No.1460 of 2002, the original tenant died. Even as per the testimony of R.W.1, they have not paid the rent from 2001

onwards. There is a moral and legal obligation on the part of tenant to pay the rent regularly to the landlord. Even after filing of R.C.C.No.29 of 2007 by the petitioners seeking eviction of the respondents, they did not seek permission of the Rent Control Court to deposit the rent. The respondents did not take any steps even to deposit the rent at Rs.1,200/- per annum. The very object of the A.P. Rent Control Act is to protect the interest of the tenant. That does not mean the tenant is entitled to squat on the leased premises without payment of the rent. Basing on the material available on record, the irresistible conclusion that can be drawn is that the respondents wantonly and intentionally did not pay the rent to the petitioners. Non-payment of the rent by the respondents for such a long time would certainly amount to wilful default. The authorities below considered the oral and documentary evidence in right perspective and arrived at a conclusion that the respondents committed wilful default in payment of the rent.

21. This Court can set aside the findings recorded by the Authorities below while exercising the revisional jurisdiction under Section 22 of the Act, if the concurrent findings recorded by the Authorities below are perverse. The findings can be termed as perverse if they are based on no evidence or based on the evidence, which is not legally admissible. In the instant case, the findings recorded by the Authorities below are based on evidence much less legally admissible evidence. Viewed from any angle, the submission made by the learned counsel for respondent Nos.1 and

2 that the findings recorded by the Authorities below are perverse has no legs to stand.

22. The learned counsel for the respondent Nos.1 and 2 submitted that the finding recorded by the Authorities below that the respondents committed the act of waste is based on assumptions and presumptions. He further submitted that if the finding recorded by the Authorities below is allowed to stand, it would certainly amount to miscarriage of justice. While contending that changing of roof will not fall within the ambit of '*act of waste*', he relied upon the following decisions:

(1) **Om Pal v. Anand Swarup**⁵, wherein the Hon'ble apex Court held at paragraph No.9 as follows:

9. In the light of these decisions, if we examine the present case we find that the Rent Controller and the Appellate Authority as well as the High Court have obviously failed to construe Section 13(2)(iii) in its proper perspective and they have failed to apply the correct legal tests for judging the nature of the constructions made by the appellant. As has been repeatedly pointed out in several decisions it is not every construction or alteration that would result in material impairment to the value or the utility of the building. In order to attract Section 13(2)(iii) the construction must not only be one affecting or diminishing the value or utility of the building but such impairment must be of a material nature i.e. of a substantial and significant nature. It was pointed out in *Om Prakash v. Amur Singh*, (1987) 1 SCC 458, that the legislature had intended that only those constructions which brought about a substantial change in the front and structure of the building that would provide a ground for the tenant's eviction and hence it had taken care to use the word "materially altered the accommodation" and as such the construction of a chabutra, almirah, opening of window or closing a verandah by temporary structure or replacing of a leaking roof or placing partition in a room or making minor alterations for the convenient use of the accommodation would not materially alter the building. It would therefore follow that when a construction is alleged to materially impair the value or utility of a building, the construction should be of such a nature as to substantially diminish the value of the building either from the commercial and

⁵ (1988) 4 SCC 545

monetary point of view or from the utilitarian aspect of the building.

(2) **Bhupinder Singh v. J.L.Kapoor**⁶, wherein a Division Bench of the Hon'ble High Court of Punjab & Haryana held at paragraph No.11 as follows:

11. We are of the considered view that what the landlord is required to show as the basis of his right to claim ejectment, once he has led evidence with respect to the material or structural alteration is that the impugned acts committed by the tenant has resulted in material impairment of the value and, utility of the demised premises. In certain cases, on peculiar facts or proved it may be reasonable for the Courts to infer that the acts attributed to the tenant have resulted in the impairment in value and utility of the premises. It is the legal result which the Courts are bound to infer in the facts and circumstances of each case to determine whether in view of the facts proved in the peculiar facts and circumstances of that case, the acts attributed to the tenant have resulted in material impairment of the value or utility of the demised premises. It has to be determined in each and every case keeping in view the peculiar facts of that case in view. There cannot be any particular parameters of straight jackets tests or litmus test which can be spelled out for all facts and circumstances. The ordium of showing the material facts with regard to material impairment of the value or utility as a fact need not be proved by an unassailable evidence or beyond doubt evidence. It will be dependent on the nature of the acts proved. Evidence may be lead to corroborate the inference the landlord asks the Court to make. The burden of proving may be light. The Courts have to examine carefully and assiduously the facts brought on record with respect to acts attributed to the tenant to infer the impairment in value and utility affected by the acts of the tenant proved on record as a fact.

The learned counsel for the petitioners submitted that the tenant has no right whatsoever, to make any alterations to the leased property, without prior permission of the landlord. He further submitted that the Authorities below, keeping in view of the same, arrived at the conclusion that the respondents committed the act of waste.

⁶ 1992 (102) PunLR 218 (DB)

23. If the testimony of R.W.1 is taken into consideration, the original tenant informed the original landlord about the dilapidation of the tiled roof of the petition schedule house. His testimony further reveals that original landlord permitted the original tenant to change the roof by his own expenses and appropriate the same from future rents. Ex.B.5 is three bills issued towards material purchased for repairing the roof. Unfortunately, the original landlord and the original tenant were no more by the date of filing of the petition. P.W.1 and R.W.1 being the parties to the proceedings, deposing evidence distorting the case of the other party, in order to suit their respective claims, cannot be ruled out completely. Except the oral testimony of R.W.1, there is no other convincing evidence to establish that the original tenant changed the roof with prior permission of the original landlord. A perusal of the record reveals that the petitioners have filed O.S.No.1460 of 2002 on the file of the Court of Additional Junior Civil Judge, Kakinada against the original tenant for perpetual injunction restraining him not to remove the roof of the petition schedule house. During the pendency of the suit, the respondents were brought on record as legal representatives of the deceased-original tenant. At the time of arguments in this revision, learned counsel for the petitioners submitted that in view of the undertaking given by the respondents, they will not make any changes to the petition schedule house and the suit was disposed of. If really original landlord permitted the original tenant to alter the roof of the petition schedule house, what prompted the respondents to give undertaking in O.S.No.1460 of 2002. The factum of filing of the

suit by the petitioners coupled with undertaking given by the respondents negates the contention of respondent Nos.1 and 2 that original landlord permitted the original tenant to make necessary repairs to the roof of the petition schedule house.

24. The next question that falls for consideration is: *Whether the respondents are entitled to make repairs to the premises without prior permission of the landlord?* Section 19 of the Act mandates that the tenant is not entitled to make repairs without prior permission of the landlord. Section 19 of the Act prescribes the procedure to be followed by the tenant in order to get repairs done to the leased premises. If the leased premises require any repairs, the tenant has to issue notice to the landlord directing him to attend the repairs and thereafter if the landlord fails to make necessary repairs within a reasonable time, the tenant can attend the repairs subject to the relevant provisions of the Act. For one reason or the other, the respondents have not issued any notice to the petitioners requesting to get the repairs done to the roof of the petition schedule house. The Rent Control Court, while placing reliance on the decisions in **Navabharath Educational Committee, Tirupathi v P.Venkateswarlu**⁷ and **Korapotu Veera Narayana v K.Santhamurthy**⁸, arrived at the conclusion that the respondents committed the act of waste. The appellate authority, while placing reliance on the above two decisions, held that the respondents are not justified in effecting repairs without prior permission from the landlords and thereby committed act of waste. The finding recorded by the Authorities below is supported by the material

⁷ 1997 (3) ALD 607

⁸ 2003 (2) ALT 206

available on record as well as sound principles of law. I am fully agreeing with the findings recorded by the Authorities below. In such circumstances, I am unable to accede to the submission made by the learned counsel for the respondent Nos.1 and 2 that the findings recorded by the authorities below are perverse.

25. Having regard to the facts and circumstances of the case and also the principle enunciated in **Dilbahar Singh** and **Mohd. Taheruddin** (1st and 2nd cases cited supra), this Court is of considered view that there is no illegality, irregularity or impropriety in the orders passed by the authorities below, warranting interference of this Court while exercising jurisdiction under Section 22 of the Act. Hence, there are no grounds much less valid grounds to interfere with the well considered orders of the authorities below and accordingly this Civil Revision Petition is liable to be dismissed as devoid of any merit.

26. In the result, the Civil Revision Petition is dismissed, confirming the order dated 18.12.2017 passed in R.C.A.No.2 of 2016 on the file of the Principal Senior Civil Judge, Kakinada. No order as to costs. The respondents are hereby directed to vacate the petition schedule property and handover vacant possession to the petitioners within three (3) months from today, failing which the petitioners are at liberty to take appropriate steps in accordance with law. Miscellaneous petitions, if any pending in this revision, shall stand closed.

T. SUNIL CHOWDARY, J.

Date: 28.9.2018.
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