

THE HON'BLE SRI JUSTICE SANJAY KUMAR  
AND  
THE HON'BLE SRI JUSTICE D.V.S.S.SOMAYAJULU

WRIT PETITION No.7720 OF 2018

ORDER: (per Hon'ble Sri Justice Sanjay Kumar)

The petitioner, a proprietary concern, claims leasehold rights in relation to the premises bearing House No.1-11-256/K/3, Street No.1, Near ICICI Bank Lane, Begumpet, Hyderabad. It assails the action of the Punjab National Bank, the first respondent herein, in seeking to dispossess it from the said premises and prays for a consequential direction to the said bank to permit it to continue as a tenant in the said premises by receiving the monthly rental.

Perusal of the material placed on record by the petitioner concern reflects that it claims leasehold rights under documents dating back to 05.11.1987, the latest such document being the unregistered lease agreement dated 22.08.2014. This lease agreement was executed by respondents 2 and 3 herein, whereby leasehold rights in respect of the subject premises were created in favour of the petitioner concern for a period of five years, i.e., from 22.08.2014 to 21.07.2019.

Sri Ambadipudi Satyanarayana, learned counsel for the first respondent bank, would inform this Court that the demand notice under Section 13(2) of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, issued in relation to the loan account in connection with which the subject premises was mortgaged as a secured asset, was dated 03.01.2015 but the mortgage itself was created on 16.05.2012. He would further state that A.Sharada Devi, the second respondent, represented by her GPA holder, A.K.Ramesh, the third respondent, sold the subject premises to

Ch.Madhusudhana Raju, the borrower from the first respondent bank, under registered sale deed dated 09.03.2012.

The aforestated facts demonstrate that the mortgage was prior in point of time to the execution of the last lease deed dated 22.08.2014. The lease was therefore in clear violation of the provisions of Section 65A of the Transfer of Property Act, 1882, which postulates that the right of a mortgager to lease the property thereunder would be restricted to a lease period of three years. That apart, the persons who were projected as the lessors under the lease deed dated 22.08.2014 stood divested of their right, title and ownership in relation to the subject premises owing to the sale effected by them under registered sale deed dated 09.03.2012 in favour of Ch.Madhusudhana Raju, the borrower.

Be it viewed from any angle, the petitioner concern failed to make out any right, much less a legal right, to continue in possession of the subject premises in the claimed status of a lessee. We therefore find no grounds to interfere in the matter.

The writ petition is accordingly dismissed.

Pending miscellaneous petitions, if any, shall also stand dismissed.

No order as to costs.

---

SANJAY KUMAR,J

---

D.V.S.S.SOMAYAJULU,J

Date: 13.03.2018  
IBL