

HON' BLE SRI JUSTICE Dr. B. SIVA SANKARA RAO

SECOND APPEAL No.116 of 2016

JUDGMENT:

This appeal is filed by the appellant/defendant, aggrieved by the judgment and decree dated 09.12.2015 in A.S.No.300 of 2014 on the file of the XXIV Additional Chief Judge, City Civil Court, Hyderabad, whereunder the learned Judge confirmed the judgment and decree dated 28.08.2014 in O.S.No.704 of 2012 on the file of the VII Senior Civil Judge, City Civil Court, Hyderabad.

- 2) Heard both sides.
- 3) There is no substantial question of law involved to admit the second appeal against the concurrent findings from the admitted relationship of the landlord and tenant between the appellant/defendant/tenant and the landlord and regarding the so called advance of Rs.1,00,000/- said to have been given mentioned in the original lease deed of 2006 and not mentioned in the terms of lease deed of 2011 concerned, as the trial Court decree in clause (3), itself is clear of future profits from the date of suit to be determined in separate application in said Rs.1,00,000/- amount of the trial Court is remained with the landlord is a matter by

pleading for adjustment for determination of the balance therein and instead of dismissal as it is school stated running, one year time is granted till end of April, 2019 to vacate without any further extension of time and in the meantime whatever the amount of rent earlier paying at Rs.50,000/- per month towards damages for use and occupation from the month of February, 2016 till the date of filing of the second appeal in the meantime to be paid. And so far as period from June, 2013 to end of January, 2016 at the same rate to be deposited if proof not shown before the trial Court, in the mesne profits application within the reasonable time to be fixed on filing such mesne profits enquiry application by the trial Court, and it is made clear that the appellant shall file an undertaking in writing that in the meantime, he cannot create any third party interest and not allow any third party and will not damage the premises but for maintain as it is in condition and will not claim any extension at any cost and vacate and also pay the damages for use and occupation as directed supra, without prejudice to the contest in the mesne profits application and made clear that any non-payment continuously for two consecutive months, without any further reference to this Court entitles to the

decree holder to execute the decree to evict. It is needless to say that there is no landlord and tenant relationship continues by virtue of this order it is only contention with which even the landlord otherwise not entitled to interfere.

4) Accordingly, the Second Appeal is disposed of.

5) Consequently, miscellaneous petitions, if any shall stand closed. No order as to costs.

Date: 30.04.2018
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JUSTICE Dr. B. SIVA SANKARA RAO

