

THE HON'BLE SRI JUSTICE M.SATYANARAYANA MURTHY

C.R.P.No.1224 OF 2017

ORDER:

This revision petition is filed under Article 227 of the Constitution of India challenging the order dated 18.01.2017 in I.A.No.1369 of 2012 in O.S.No.2181 of 2012 passed by the V Senior Civil Judge, City Civil Court, Hyderabad, whereby, the petition filed under Order 15-A read with Section 151 C.P.C was dismissed.

2. The petitioner filed petition under Order 15-A read with Section 151 C.P.C. to direct the respondents to pay arrears of rent and continue to pay monthly rent @ Rs.8,700/-. The respondent denied the ownership of the property and the 4th respondent was claiming that it was allotted to her. However, it is a question of fact to be decided as to who is the owner of the property, but not in the eviction petition of landlord filed against the tenant.

3. Aggrieved by the impugned order, the present revision petition is filed on various grounds. It is stated that the petitioner is owner of the property. The Court below did not accept the contents of Ex.P.4-letter of attorney, which *prima facie* establishes the relationship of landlord and tenant between the petitioner and respondents 1 to 3. But the Court below, without looking into the merits of the case and more particularly with regard to the relationship of landlord and tenant, dismissed the petition erroneously.

4. During hearing, learned counsel for the petitioner contend that even assuming for a moment without accepting that the petitioner is owner of the property for the limited purpose of deciding the petition, she is entitled to file petition under Order 15-A C.P.C. seeking direction against the tenants to pay arrears of rent and continue to deposit rent during pendency of the petition @ Rs.8,700/-. On that count also, respondents 1 to 3 are liable to deposit rents.

5. None appeared for respondents 1 to 3, though notice was served and proof of service is filed.

6. The petitioner is claiming that she is the owner of the property which fell to the share of mother of the petitioner during her life time in partition and after that she succeeded to the property and respondents 1 to 3 continued in possession of the property as tenants on monthly rent of Rs.8,700/-, but disputed the title of the petitioner and that the 4th respondent also denied the title of the petitioner while claiming independent ownership over the property. The document which the petitioner relying on is Ex.P.1-certified copy of Lok Adalat Award dated 23.11.2007, which does not disclose the allotment of property in dispute to the mother of the petitioner and thereby the Court below disbelieved the ownership. Section 105 of the Transfer of Property Act defines lessor, lessee, premium and rent. The transferor is called the lessor, the transferee is called the lessee, the price is called the premium, and the money, share, service or other

thing to be so rendered is called the rent. According to the definition of 'Landlord' under A.P. Buildings (Lease, Rent and Eviction) Control Act (for short 'Rent Control Act'), the person who is entitled to collect or receive rents is also a landlord.

7. According to Section 2(vi) of the Rent Control Act, 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 was let out to a tenant. Thus, the definition of landlord under the Rent Control Act is wide and it includes a person, who is receiving or is entitled to receive the rent from the tenant, as held in **Laveti Ramayamma vs Bondala Nukaraju**¹.

8. Here, the respondents are not denying the relationship of landlord and tenants, however, the basis for claiming such right over the property to receive rents is that the property was allotted to the share of the petitioner in partition. Whoever may be the landlord, the respondents admitting to be in possession of property as tenants, they are bound to pay or deposit the rents during pendency of the suit for ejectment in view of Order 15-A C.P.C. Therefore, without deciding the title of the property in question, treating the

¹ 2006(3) ALD 616

petitioner as landlord within the definition under Section 2(vi) of the Rent Control Act, which is wider in its connotation, the respondents are hereby directed to deposit arrears of rent to the credit of O.S.No.2181 of 2012 within two months from the date of this order and shall continue to deposit rents on or before 10th of every succeeding month to the credit of suit during pendency of the suit. The amount deposited by the tenant shall be kept in fixed deposit for a period of one year initially and if the suit is pending further, the deposit may be renewed from time to time till disposal of the suit and on determination of the ownership by competent Court, the owner of the property is entitled to withdraw the said amount.

9. With the above direction, the civil revision petition is disposed of. There shall be no order as to costs.

Miscellaneous petitions, if any, pending in this petition shall stand closed.

M. SATYANARAYANA MURTHY,J

19.02.2018

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