

THE HON'BLE SRI JUSTICE T.SUNIL CHOWDARY

C.R.P.No.4321 of 2018

ORDER:

This revision petition is filed under Article 227 of the Constitution of India assailing the order dated 04.06.2018 in I.A.No.1319 of 2017 in O.S.No.1076 of 2017 on the file of the Court of X Additional Chief Judge, City Civil Court at Hyderabad.

2. Heard the learned counsel appearing for both the parties.

3. A perusal of the record reveals that the respondent filed O.S.No.1076 of 2017 on the file of the Court of X Additional Chief Judge, City Civil Court at Hyderabad, for eviction of the petitioner from the suit schedule property. During pendency of the suit, the respondent filed I.A.No.1319 of 2017 under Section 15(A) CPC seeking a direction to the petitioner to deposit the admitted rent into the Court. The trial Court after affording a reasonable opportunity to both parties, allowed the petition. Hence, the revision.

4. There is no dispute between the parties with regard to the jural relationship of landlord and tenant. The lease between the parties is an oral lease commencing with effect from 01.10.2013. Initially, the rent of the suit schedule property was Rs.85,540/-. There is an agreement between

the parties to enhance the rent at the rate of 10% per annum. The petitioner has been paying the rent as per the terms and conditions. In the month of October 2017, the petitioner paid the monthly rent of Rs.1,13,853/-.

5. Learned counsel for the petitioner submitted that the petitioner is disputing the quantum of rent, therefore, the trial Court committed error while fixing the monthly rent at Rs.1,25,238/- per month.

6. A perusal of the record reveals that the petitioner has been paying monthly rent without any default. It is also not in dispute that the petitioner has been enhancing the rent at 10% per annum. The petitioner having paid the enhanced rent from 2014 to 2016, now he is not entitled to say that there is no obligation on him to pay the enhanced rent. While deciding the interlocutory applications, the Court shall not express any opinion touching the merits of the main case. A perusal of the record *prima facie* reveals that there is an agreement between the parties for enhancement of rent at 10% per annum.

7. A perusal of Ex.P1 reveals that the respondent got issued a notice directing the petitioner to pay the enhanced rent, which comes to Rs.1,25,238/-. In Ex.P3, the petitioner did not dispute the factum of rent being enhanced at the rate of 10% per annum from 2014 onwards. Basing on the oral

and documentary evidence available on record, the trial Court allowed the petition. The trial Court has assigned reasons much less cogent and valid reasons to its findings. I am fully endorsing with the findings recorded by the trial court. There is no illegality, irregularity or impropriety in the order of the trial Court warranting interference of this Court to set aside the same while exercising the power under Article 227 of the Constitution of India. Hence, the civil revision petition lacks merits and *bona fides* and the same is liable to be dismissed.

8. At the time of arguments, learned counsel for the petitioner submitted that there is an obligation on the part of the petitioner to deduct the TDS amount. The factum of paying of TDS amount by the petitioner is not being disputed by the respondent. Taking into consideration the facts and circumstances of the case, the petitioner is hereby directed to pay the rent @ Rs.1,25,238/- per month after deducting the TDS amount.

9. With the above observation, the Civil Revision Petition is dismissed. No order as to costs. As a sequel, miscellaneous petitions pending, if any, shall stand closed.

T.SUNIL CHOWDARY, J

30th July 2018
Rns