

HON'BLE Dr. JUSTICE B. SIVA SANKARA RAO

CIVIL REVISION PETITION No.4479 of 2018

ORDER:

The tenant to the RCC.No.5 of 2013 who succeeded in dismissal of the eviction petition on bonafide requirement by the landlord, from the appeal maintained by the landlord in RCA.No.2 of 2015 allowed on 18.06.2018 by reversing the RCC dismissal order dated 04.03.2015, maintained the revision.

Heard learned counsel for the petitioner/tenant and the learned counsel for the respondent/landlord and perused the grounds of revision and the 2 orders of the courts below. Though it is not a concurrent finding the scope of revision particularly under Section 22 of the Rent Control Act is very limited more particularly from the Constitution Bench expression of the Apex Court in **Hindustan Petroleum Corporation Limited v. Dilbahar Singh**¹ that the Court cannot go into the factual dispute, but for the appreciation as to perversity or illegality or impropriety only on that aspect to the limited scope of going into the facts.

The main claim is on bonafide requirement. A perusal of the reversal judgment of the lower appellate Court when clearly envisage the need and bonafide requirement to its sustainability and order of Rent Controller is perverse and

¹ (2014) 9 SCC 78

unsustainable, for this Court within the limited scope there is nothing to interfere but for to grant 11 months time to vacate.

Accordingly and in the result, this Civil Revision Petition rather than dismissal disposed of giving 11 months time to the revision petitioner/tenant to vacate and to file an undertaking within 15 days to vacate without raising any claim and without putting any third party interest into the property and to pay in the meantime forthwith damages for use and occupation at Rs.4,000/- per month. Needless to say if at all there is any advance that can be adjusted. The failure to give undertaking supra within 15 days from the date of receipt of this order automatically entitles the landlord to execute to cause vacate irrespective of this order. It is also made clear that in the event of failure to pay damages for use and occupation for 3 consecutive months, that also enables the landlord to execute irrespective of what is referred supra.

Miscellaneous petitions, if any, shall stand closed.

Dr. B. SIVA SANKARA RAO, J

Date: 31.08.2018
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