

THE HON'BLE SRI JUSTICE CHALLA KODANDA RAM

SECOND APPEAL No. 161 of 2019

JUDGMENT:

The respondents herein filed O.S.No.99 of 2012 in the Court of III Senior Civil Judge, City Civil Court, Secunderabad, seeking eviction of the appellant and its staff and to handover the possession of the suit schedule property and also for recovery of mesne profits. The respondents pleaded that they are the owners of the suit schedule property and the same was let out to the appellant through un-registered lease agreement, dated 06.02.1995. The appellant pleaded that the landlord, who gifted part of the suit schedule property to plaintiff No.2, had agreed to extend the lease for a period of ten years i.e., from 01.04.2005 to 31.03.2015.

After taking into consideration the material evidence on record, the trial Court having observed that the plea that the landlord agreed to extend the lease for a period of ten years was not established by the appellant; that the factum of issuance of notices for evicting the appellant and for terminating the tenancy with effect from 01.12.2011 is not disputed; that there was no settlement reached between the parties, which is evident from the fact of issuance of legal notice and filing of the suit in 2012 itself and that refusal on the part of the appellant to vacate the premises, partly decreed the suit directing the appellant to handover the suit schedule property to the respondents. Aggrieved by the same, the appellant filed A.S.No.19 of 2016 in the Court of I Additional Chief

Judge, City Civil Court, Secunderabad. The lower appellate Court dismissed the Appeal Suit confirming the judgment of the trial Court.

The case of the appellants in both the Courts below was that the landlord, who gifted a part of the property to plaintiff No.2, had agreed to extend the lease for a period of ten years. However, in the evidence, the Courts below found otherwise that there is no extension of lease agreed to or accepted. Even assuming for argument sake that there was extension of lease up to 31.03.2015, the fact of the matter remains that by 31.03.2015, the lease stands expired by efflux of time. Viewed from any angle, refusal on the part of the appellant to vacate the premises and his filing of the Appeal Suit against the judgment of the trial Court indicates that the appellant is desirous of dragging the matter. There being no legal right to the appellant to hold on to the property even after termination of the tenancy, no question of law much less substantial question of law arises for consideration in this Second Appeal.

The Second Appeal is accordingly dismissed.

Miscellaneous petitions, if any, pending shall also stand dismissed. There shall be no order as to costs.

CHALLA KODANDA RAM, J

Dt:08.08.2019

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