

THE HONOURABLE SRI JUSTICE M.S. RAMACHANDRA RAO

CRP. No.1340 of 2019

ORDER:

This Revision is filed challenging the order dt.08.04.2019 passed in I.A. No.722 of 2016 in I.A. No.997 of 2015 in O.S. No.657 of 2014 by the II Additional Senior civil Judge, Ranga Reddy District at L.B.Nagar.

2. The said suit was filed by the respondents against the petitioner for recovery of possession as well as arrears of rents specifically pleading that the petitioner is the tenant of the respondent and is in due of arrears of rent.

3. The respondents also filed I.A. No.997 of 2015 invoking Order XV-A CPC for a direction to the petitioner to pay arrears of rent at Rs.18,000/- per month due as on March 2014 and also from April, 2014 to July, 2015 and to pay or deposit future rents month to month within one week and in the alternative strike off the defence of the petitioner.

4. The petitioner filed counter affidavit contending that there are no arrears of rent, but the Court below held that the petitioner should deposit the rent at Rs.18,000/- per month from April, 2014 to July, 2015 amounting to Rs.2,88,000/- on or before 05.02.2016 and shall continue to pay rent on every succeeding month without fail by 7th of every month to the respondents or deposit the rent every month before

the Court. It further observed that in default, the defence of the respondent shall be struck off.

5. On 31.03.2016 respondents filed I.A. No.722 of 2016 alleging that on 24.02.2016 only Rs.2,00,000/- was paid by the petitioner, which was received under protest by the 1st respondent and that he further paid Rs.88,000/- and also rent due for February, 2016 and therefore to strike off the defence of the petitioner.

6. Counter affidavit was filed by the petitioner opposing the said application. It is contended that the petitioner approached the 1st respondent and requested her to receive Rs.2,88,000/- but she deliberately postponed to receive the amounts and received only Rs.2,00,000/- on 24.02.2016 instead of Rs.2,88,000/-. He also contended that the respondents owed Rs.28,000/-, which was paid in excess.

7. By order dt.08.04.2019 the said I.A. was allowed.

8. The Court below observed that the payment made by the petitioner was not in compliance of the orders passed in I.A. No.997 of 2015 and he did not pay the monthly rents from January, 2017 to March, 2019.

9. Assailing the same, this Revision is filed.

10. Counsel for the petitioner contended that petitioner had paid substantial amount, which was acknowledged on 04.01.2017 by the respondents and therefore, the defence of the petitioner could not have been struck off by the Court below.

11. From the order passed in I.A. No.997 of 2015, it is clear that the petitioner had to pay or deposit on or before 05.02.2016 a sum of Rs.2,88,000/- to the respondents. Admittedly, only Rs.2,00,000/- was paid on 24.02.2016 and later on 31.03.2016, Rs.80,000/- was paid.

12. The plea of the petitioner that the 1st respondent did not receive the amounts is not tenable because if it was really true, nothing prevented the petitioner for making the deposit of the said amount of Rs.2,88,000/- in the Court itself and then informing the counsel for the respondents of the same. There is also no evidence of payment of monthly rents from January, 2017 to March, 2019, which also proves that the petitioner is guilty of non compliance of the order passed in I.A. No.997 of 2015.

13. In this view of the matter, I do not see any reason to interfere with the order passed by the Court below under Article 227 of the Constitution of India.

14. Accordingly, this Revision fails and is dismissed. There shall be no order as to costs.

15. As a sequel, miscellaneous applications, if any pending, shall stand closed.

JUSTICE M.S.RAMACHANDRA RAO

Date: 12.06.2019

LSK

