

THE HONOURABLE SRI JUSTICE M.S.RAMACHANDRA RAO

I.A.No.1 of 2019 in I.A.No.1 of 2018

in

Civil Revision Petition No.3488 of 2018

and

Civil Revision Petition No.3488 of 2018

COMMON ORDER :

This Revision is filed under Article 227 of the Constitution of India challenging the order 12.03.2018 passed in I.A.No.37 of 2018 in I.A.No.897 of 2017 in O.S.No.50 of 2017 on the file of VII Additional Senior Civil Judge, Ranga Reddy District at L.B. Nagar.

2. The petitioner herein is defendant in the above suit.
3. Originally, petitioner is owner of the subject property which he sold to respondent under a registered sale deed dt.25.06.2015.
4. It is the contention of respondent that thereafter a rental undertaking was executed on 26.09.2015 by the petitioner in favour of respondent to continue in the subject property till April, 2016. It is his further contention in the suit that the petitioner did not vacate the portion in his occupation and also failed to pay rents and so a legal notice was issued on 01.12.2016 terminating the tenancy; and therefore, the respondent sought for eviction of the petitioner from the subject premises and for arrears of rent, damages and costs.
5. Written statement was filed by petitioner opposing the suit claim.

6. In the Written Statement, in para no.5, the petitioner stated that the respondent had fabricated certain documents and forged his signature. But, in para no.11, the petitioner took the plea that his signatures were obtained on some blank papers and on some stamp papers; that he had no intention even to alienate the schedule property; that the sale consideration mentioned in the sale deed was not paid; and that there was a compromise by the father of the respondent to re-register the property in the name of petitioner.

7. Pending suit, the respondent filed I.A.No.897 of 2017 invoking Order 15-A of Civil Procedure Code, 1908 seeking a direction to petitioner to deposit monthly agreed rent and arrears of rent.

8. The petitioner filed a counter-affidavit reiterating the contents of the Written Statement.

9. By order dt.07.12.2017, the Court below allowed the said application and directed the petitioner to pay monthly rent of Rs.20,000/- per month from 01.01.2017 to 01.12.2017 within ten (10) days from the date of its order; and also directed the petitioner to deposit monthly rent of Rs.20,000/- every month on or before 10th of every month from 01.01.2018 till disposal of the above suit.

10. On account of certain typographical errors in I.A.No.897 of 2017 in O.S.No.50 of 2017, I.A.No.37 of 2018 was filed to correct the same.

11. The said application was allowed on 12.03.2018, and the order in I.A.No.897 of 2017 in O.S.No.50 of 2017 was modified, and a direction was given to petitioner to deposit monthly rents from 01.12.2015 to 31.12.2016 instead of 01.01.2017 to 01.12.2017.

12. Challenging the same, the present Civil Revision Petition is filed.

13. Heard the counsel for petitioner and the counsel for respondent.

14. Initially, this Court granted stay on 30.11.2018 in I.A.No.1 of 2018 in Civil Revision Petition No.3488 of 2018, and the same was extended from time to time.

I.A.No.1 of 2019 :

15. I.A.No.1 of 2019 is filed to vacate the order granted on 30.11.2018 in I.A.No.1 of 2018 in C.R.P.No.3488 of 2018.

16. The counsel for petitioner contended that there is no landlord-tenant relationship between the parties, and therefore, the Court below could not have allowed I.A.No.897 of 2017 in O.S.No.50 of 2017 or modified it in I.A.No.37 of 2018.

17. The counsel for respondent however supported the order passed by the Court below.

18. In **Sama Ammani (Died) and others vs. Raja Venkata Krishna Gupta**¹, this Court held that an application under Order 15-A is maintainable only in a suit for recovery of possession, on the basis of termination of a lease, or license, where such lease or license is admitted.

19. In the instant case, the suit is for recovery of possession on the basis of tenancy claimed by the respondent on the basis of a rental undertaking dt.26.09.2015, allegedly executed by the petitioner. The pleading in para no.11 of the Written Statement filed by petitioner shows that he has admitted his signature therein. Therefore, *prima facie*, there appears to be a relationship of landlord-tenant between the respondent and petitioner.

20. Though the counsel for petitioner stated that petitioner never delivered possession of the property to the respondent, the recital in the sale deed (clause no.2) shows that the petitioner delivered the vacant possession of the entire property to the respondent. The trial court also relied upon this circumstance to come to the conclusion that there is relationship of landlord and tenant between the respondent and petitioner.

21. Therefore, in the facts and circumstances of the case, Order 15-A is attracted and therefore the order passed by the Court below cannot be said to be erroneous.

¹ 2018 (1) A.L.D. 516

22. Therefore, I do not find any merit in the Civil Revision Petition, and it is accordingly dismissed. No order as to costs.

23. As a consequence, I.A.No.1 of 2019 which was filed to vacate the order granted on 30.11.2018 in I.A.No.1 of 2018 in C.R.P.No.3488 of 2018, is allowed.

24. However, time for making payment of the amount, as directed by the Court below, is extended for a period of two (02) weeks from the date of receipt of copy of the order.

25. As a sequel, miscellaneous petitions pending if any in this Civil Revision Petition, shall stand closed.

JUSTICE M.S.RAMACHANDRA RAO

Note : Issue C.C. by 10.06.2019.

B/o.

Date: 04.06.2019

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