

THE HON'BLE Dr. JUSTICE SHAMEEM AKTHER

CIVIL REVISION PETITION No.2813 OF 2019

ORDER:

This Civil Revision Petition, under Article 227 of the Constitution of India, is filed by the revision petitioner/plaintiff aggrieved by the order and decree, dated 23.10.2019, passed in I.A.No.786 of 2018 in O.S.No.3267 of 2016 by the XX Junior Civil Judge, City Civil Court, Hyderabad, wherein the Court below has allowed the subject Interlocutory Application filed by respondent No.1/defendant No.2 by directing the revision petitioner/plaintiff to deposit Rs.12,000/- per month towards rent from August, 2016 till disposal of the main Suit regularly.

2. Heard the learned counsel for both sides and perused the record.

3. Learned counsel for the revision petitioner/plaintiff would submit that the subject Suit is filed by the revision petitioner/plaintiff for perpetual injunction against the respondents/defendants. Therefore, the subject Interlocutory Application, filed by respondent No.1/defendant No.2, under Order XV-A C.P.C., is not maintainable. The Court below ought not to have granted such a relief. Further, the monthly rents were tendered by the revision petitioner/plaintiff by way of Money Order, but the same were not acted upon. Even respondent No.2/defendant No.1 did not give the details of his bank account to pay the monthly rents. The impugned order was

passed without jurisdiction and ultimately, prayed to set aside the impugned order.

4. On the other hand, learned counsel for respondent No.1/defendant No.2 would submit that even after filing of the subject Suit in the year 2016, monthly rents were paid to respondent No.2/defendant No.1. The Court below is justified in directing the revision petitioner/plaintiff to pay Rs.12,000/- as monthly rent for the premises occupied by him. There is no infirmity in the impugned order and ultimately, prayed to sustain the impugned order.

5. In view of the submissions made by both the parties, the point that arises for determination is as follows:

“Whether the order and decree, dated 23.10.2019, passed in I.A.No.786 of 2018 in O.S.No.3267 of 2016 by the XX Junior Civil Judge, City Civil Court, Hyderabad, is sustainable?”

6. Admittedly, the subject Suit was filed by the revision petitioner/plaintiff (tenant) for perpetual injunction against the respondents/defendants. Respondent No.1/defendant No.2 (landlord) is, admittedly, owner of the subject premises. It is also admitted that there is landlord and tenant relationship between the revision petitioner/plaintiff and respondent No.1/defendant No.2. To be in lawful possession and seek appropriate remedy, it is necessary for the revision petitioner/plaintiff to pay monthly rent to respondent No.1/defendant No.2 (landlord). The subject properties, which are let out to the revision petitioner/plaintiff, are shops meant for establishment of

commercial business. Therefore, fixing the monthly rent at the rate of Rs.12,000/- for the premises occupied by the revision petitioner/plaintiff is not excessive. Further, the truth or otherwise with regard to the fixation of monthly rent at Rs.12,000/- is left open for determination in the subject Suit pending between the parties to the litigation. Though a wrong provision of law is mentioned, the Court cannot shut its eyes from granting just relief to the parties in dispute. In the given circumstances, there is no perversity in the impugned order. The Civil Revision Petition is devoid of merit and is liable to be dismissed.

7. Accordingly, the Civil Revision Petition is dismissed. There shall be no order as to costs.

Miscellaneous Petitions, if any, pending in this Civil Revision Petition shall stand closed.

December 05, 2019.
MD

Dr. SHAMEEM AKTHER, J