

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

WEDNESDAY, THE TWENTY FIFTH DAY OF AUGUST
TWO THOUSAND AND TWENTY ONE

PRESENT

HONOURABLE THE ACTING CHIEF JUSTICE M.S.RAMACHANDRA RAO

CIVIL REVISION PETITION NO: 1285 OF 2021

Petition under Article 227 of the Constitution of India, aggrieved by the Order dated.20.04.2021 passed in I.A. No.413 of 2018 in O.S. No.266 of 2018 on the file of the Court of the I Senior Civil Judge, City Civil Court, at Hyderabad.

Between:

Sadashiv Sawrikar, S/o. Late Sri Venkatrao Sawrikar, aged 64 years,
Occ.Chartered Accountant, R/o. Plot No. 390, Road No.22B, Jubilee Hills,
Hyderabad - 500 033.

...Petitioner/Petitioner/Plaintiff

AND

V. Satyanarayana, S/o. V. Ramaiah, aged Major, R/o.5-8-49/2/1, JR Mall,
Nampally Station Road, Hyderabad - 500 001, Also at 1st Floor, Sawrikar Plaza
5-4-437, Nampally Station Road, Hyderabad.

...Respondent/Respondent/Defendant

IA NO: 1 OF 2021

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to direct the Respondent herein to pay the rental amounts pending the disposal of the Suit bearing O.S. No.266 of 2018 on the file of I Senior Civil Judge, City Civil Court, at Hyderabad in the interest of justice.

Counsel for the Petitioner: SRI A. VENKATESH

Counsel for the Respondent: ----

The Court made the following: ORDER

CRP.No.1285 OF 2021

ORDER:

This Revision is filed challenging the order dt.20.04.2021 in IA.No.413 of 2018 in OS.No.266 of 2018 of the I Senior Civil Judge, City Civil Court, Hyderabad.

2. Petitioner herein is the plaintiff in the above suit.
3. He filed the said suit against the respondent for eviction from the suit schedule premises alleging that the respondent is his tenant but he defaulted in payment of rents.
4. Respondent filed written statement taking the plea that there is no landlord and tenant relationship and that he was in possession of the subject property under an oral agreement of sale.
5. Petitioner filed IA.No.413 of 2018 invoking Order XVA CPC to direct the respondent to pay arrears of rent of Rs.4,47,185/- with a further direction to pay future rent that accrued due every month from April, 2018 @ Rs.41,687/- in the Court on or before 5th of every succeeding month, by reiterating the contents of the plaint.

6. Counter affidavit was filed by the respondent denying the existence of relationship of landlord and tenant between the petitioner and the respondent.

7. In the Court below, petitioner did not mark any document, but respondent filed Ex.R1 certified copy of the judgment in OS.No.1006 of 2017 filed by the respondent before the IX Additional Chief Judge, City Civil Court for specific performance of an oral agreement of sale.

8. After considering the respective pleas of the parties, the Court below dismissed IA.No.413 of 2018 taking note of the denial of the existence of jural relationship of landlord and tenant between the petitioner and the respondent by the respondent, and the plea of being in possession of the subject property by virtue of oral agreement of sale dt.07.09.2015, but not as a tenant.

9. The Court below observed that the existence of such relationship is to be gone into in the trial and an issue needs to be framed and considered in the suit. It also took note of the fact that Rs.18 lakhs was paid by the respondent and his family members to the petitioner, which the petitioner claims to be an interest free security deposit, but the respondent claims it as part of the sale consideration.

10. Though counsel for the petitioner sought to contend that the findings recorded by the Court below for dismissing IA.No.413 of 2018 are not correct and that the Court below has not correctly appreciated the evidence on record, I am unable to agree with the said submission.

11. The e-mail filed by the petitioner, enclosing copy of an unsigned draft lease deed, cannot *prima facie* prove the existence of landlord and tenant relationship between the petitioner and the respondent. Certain rental receipts were also filed by the petitioner, but whether the respondent had also signed the said receipts, is a matter to be gone into in the trial.

12. I therefore do not find any find error of jurisdiction in the order passed by the Court below warranting interference by this Court in exercise of its power under Article 227 of the Constitution.

13. Accordingly, this Civil Revision Petition is dismissed. However, the Court below shall endeavor to dispose of the suit, uninfluenced by any observations made by it in the impugned order or in the order now being passed in this Revision, as expeditiously as possible, preferably by 31.08.2022. No order as to costs.

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14. Consequently, miscellaneous petitions pending, if any, shall stand closed.

SD/- N.CHANDRA SEKHAR RAO
ASSISTANT REGISTRAR

//TRUE COPY//


SECTION OFFICER

To,

1. The I Senior Civil Judge, City Civil Court, at Hyderabad.
2. One CC to Sri. A. Venkatesh, Advocate [OPUC]
3. Two CD Copies
4. One Spare Copy

MMK

TP



HIGH COURT

DATED: 25/08/2021

ORDER

CRP.No.1285 of 2021



DISMISSING THE CIVIL REVISION PETITION.

18/09
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