

2. The applicant herein is the tenant of the suit premises being a hotel premises. The respondent is the landlord who had filed a suit in the year 1995 against the petitioner under Section 15 of the Hyderabad Rent Control Act, for eviction on the grounds of *bona fide* requirement, nuisance, creation of sub-tenancy and addition alteration to the suit premises and the tenant has challenged the ownership of the landlord.

3. As the suit was pending for hearing the respondent – landlord moved an application before the local Municipal Corporation in order to inspect the suit premises. The Municipal Corporation Officer by his report dated 01.06.2016, has given a report that a shutter is fixed into the disputed property and there is structural alteration. Soon thereafter, the respondent landlord moved an application in the eviction suit in the month of June, 2016 and prayed therein that the tenant be restrained from making any structural changes, constructions, alterations, modifications or removing any portion of the suit property or from using the so called steel shutter illegally fixed by him into the suit property till the disposal of the suit. The tenant filed a reply to this application denying the contentions made by the landlord. By a reasoned order dated 30.11.2016, the Rent Controller allowed the application of the landlord and restrained the tenant from causing any structural changes in the suit property in any manner till the disposal of the eviction proceedings without following due process of law.

4. The said order passed by the Rent Controller was challenged before the District Court by filing an Appeal under Section 25 of the Hyderabad Rent Control Act. Learned District Judge heard both the parties and by his order dated 27.03.2019 dismissed the appeal filed by the tenant.

5. The tenant has challenged both the orders of the

trial Court by way of filing the present Civil Revision Application under Section 115 of the Code of Civil Procedure before this Hon'ble Court.

6. I have heard the learned Advocate for the applicant / tenant. It is argued by the learned Advocate for the applicant / tenant that there is no provision for grant of interim order, thereby, making applicable the provisions of Order 39 Rule 1 and 2 of the Code of Civil Procedure and even to pass any order in the form of interim nature. Learned Advocate has further submitted that the findings recorded by Courts below are perverse.

ANALYSIS :

7. The Rent Controller by its order has restrained the tenant from causing any structural changes in the suit property till the disposal of the eviction proceedings without following due process of law.

Under the Hyderabad Houses (Rent, Eviction and Lease) Control Act, 1954, eviction of tenant can be sought on grounds mentioned under Section 15. One of the eviction ground is Section 15 (2) (iii) which states that the tenant has committed such act of waste as is likely to impair materially the value or utility of the house.

Further Section 20 of the Hyderabad Houses (Rent, Eviction and Lease) Control Act, defines “Repairs and Improvements” as under :

(1) Every landlord shall be bound to keep the house in reasonably good repairs.

(2) If the landlord neglects to make, within a reasonable time after the notice by the tenant is served upon him by post or otherwise, any repairs which he is bound to make under sub-section (1), the tenant may make the repairs himself and deduct the cost of such repairs from the rent or otherwise recover it from the landlord.

Provided that where the tenant makes the repairs himself, the amount so deducted or recoverable in any year shall not exceed one-twelfth of the rent payable by the tenant for the year.

Therefore, under the Hyderabad Houses (Rent, Eviction and Lease) Control Act, a tenant is prohibited from committing any act of waste in the suit property. And even if the tenant wants Landlord to carry out any repair work in the suit premises, he should give notice to the landlord, and only if the landlord neglects to carry out the repairs after receipt of notice, the tenant may carry out the repairs himself and

deduct the cost of such repairs from the rent.

In the case in hand it appears that tenant had not given any kind of notice to the landlord; and has in fact submitted that such injunction as granted by the lower Courts, cannot be granted against the tenant.

8. Therefore, I am of a view that in the suit between the landlord and tenant, it cannot be claimed that the landlord during the pendency of the suit cannot file an application for injunction. If tenant is allowed to damage the property during the pendency of litigation, the decree which will be passed after the trial would be fruitless.

9. Hence, in the present case, the restraining order passed against the tenant is proper and justifiable. For the reasons recorded above, the Civil Revision Application is dismissed.

10. The hearing of the suit pending before the Rent Controller is hereby expedited.

(RAJESH S. PATIL, J.)