IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

THURSDAY ,THE TWENTY SECOND DAY OF FEBRUARY
TWO THOUSAND AND TWENTY FOUR

PRESENT

THE HONOURABLE SMT JUSTICE M.G.PRIYADARSINI

CRP NOs: 2168, 2175 AND 2177 OF 2019

CRP NO.2168 OF 2019

Petition under Article 227 of the Constitution of India, aggrieved by the order dated 30/07/2019 in I.A. No.312 of 2019 in R.C. No. 8 of 2018 on the file of the Court of the Chief Judge, City Small Causes Court, Hyderabad.

Between:

1. Smt. Leelavathi Devi Kalantri, (Died per Lrs)
2. Ramesh Chand Kalantri, S/o Dhanraj Kalantri R/o. H.No. 5-8-294, Mahesh Nagar Colony, Chirag Ali Lane, Hyderabad
3. Suresh Chand Kalantri, S/o Dhanraj Kalantri, R/o. 5-8-294, Mahesh Nagar Colony, Chirag Ali Lane, Hyderabad
4. Mahesh Chand Kalantri, S/o Dhanraj Kalantri, R/o. 5-8-294, Mahesh Nagar Colony, Chirag Ali Lane, Hyderabad
5. Smt. Premalata Bhattad, W/o Narayandas Bhattad R/o. 59-8-1/1, Gayathri Nagar Lane, Vijayawada

...REVISISON PETITIONER/ RESPONDENT

AND

Osmangunj Extension Cooperative Housing Society Ltd, Rep. by its Secretary, Sri Goverdhan Das Tapadia, MNo.5-2-200/A-104, 1st Floor, New Osmangunj Hyderabad.

...RESPONDENT/RESPONDENT

IA NO: 1 OF 2019

Petition under Section 151 of CPC praying that in the circumstances stated in the grounds filed in support of the petition, the High Court may be pleased to grant the stay of all further proceedings in the above RCA No. 8/2018 on the file of the Chief Judge, City Small Cases Court, Hyderabad, pending the above CRP.

Counsel for the Petitioners: SRI. B VENKAT RAMA RAO

Counsel for the Respondent: SRI. R.A. ACHUTHANAND

CRP NO.2175 OF 2019

Petition under Article 227 of the Constitution of India, aggrieved by the order dated 24.06.2019 in I.A.No. 19/2019 in R.C. No. 223/2014 on the file of the Court of the II Additional Rent Controller at Hyderabad.

Between:

1. Smt. Leelavathi Devi Kalantri (Died per Lrs), (Died per Lrs)
2. Ramesh Chand Kalantri, S/o Dhanraj Kalantri R/o. H.No. 5-8-294, Mahesh Nagar Colony, Chirag Ali Lane, Hyderabad
3. Suresh Chand Kalantri, S/o Dhanraj Kalantri, R/o. 5-8-294, Mahesh Nagar Colony, Chirag Ali Lane, Hyderabad
4. Mahesh Chand Kalantri, S/o Dhanraj Kalantri, R/o. 5-8-294, Mahesh Nagar Colony, Chirag Ali Lane, Hyderabad
5. Smt. Premalata Bhattad, W/o Narayandas Bhattad R/o. 59-8101/1, Gayathri Nagar Lane, Vijayawada

...REVISION PETITIONERS

AND

Osmangunj Extension Cooperative Huusing Society Ltd., Rep. by its Secretary, Sri Goverdhan Das Tpadia, M.No. 5-2-200/A-104, 1st floor, New Osman Gunj, Hyderabad.

...RESPONDENT

IA NO: 1 OF 2019

Petition under Section 151 of CPC praying that in the circumstances stated in the grounds filed in support of the petition, the High Court may be pleased to stay all further proceedings in R.C. No. 223 of 2014 on the file of II Additional Rent Controller at Hyderabad pursuit to passing of the impugned order, pending disposal of the above civil revision petition.

IA NO: 1 OF 2023

Petition under Section 151 CPC praying that in the circumstances stated in the grounds filed in support of the petition, the High Court may be pleased to pass interim order in the above Civil Revision Petition No.2175 of 2019 afresh, by extending the interim order passed earlier, lastly on 22-09-2022 to meet the ends of justice.

Counsel for the Petitioners: SRI. B VENKAT RAMA RAO

Counsel for the Respondent: SRI. R.A. ACHUTHANAND

CRP NO.2177 OF 2019

Petition under Article 227 of the Constitution of India, aggrieved by the order dated 24.06.2019 in I.A.No. 18 of 2019 in R.C. No. 223 of 2014 on the file of the Court of the II Additional Rent Controller at Hyderabad.

Between:

1. Smt. Leelavathi Devi Kalantri (Died per Lrs), Hyderabad
2. Ramesh Chand Kalantri, S/o Dhanraj Kalantri R/o. H.No. 5-8-294, Mahesh Nagar Colony, Chirag Ali Lane, Hyderabad
3. Suresh Chand Kalantri, S/o Dhanraj Kalantri, R/o. 5-8-294, Mahesh Nagar Colony, Chirag All Lane, Hyderabad
4. Mahesh Chand Kalantri, S/o Dhanraj Kalantri, R/o. 5-8-294, Mahesh Nagar Colony, Chirag All Lane, Hyderabad
5. Smt. Premalata Bhattad, W/o Narayandas Bhattad R/o. 59-8-1/1, Gayathri Nagar Lane, Vijayawada

...REVISION PETITIONERS

AND

Osmangunj Extension Cooperative Housing Society Ltd, Rep. by its Secretary, Sri Goverdhan Des Tapadia M.No. 5-2-200/A-104, 1st floor, New Osman Gunj, Hyderabad.

...RESPONDENT

IA NO: 1 OF 2019

Petition under Section 151 of CPC praying that in the circumstances stated in the grounds filed in support of the petition, the High Court may be pleased to stay all further proceedings in RC.No.223/2014 on the file of the II Addl. Rent controller at Hyderabad pursuit to passing of the impugned order, pending disposal of the above CRP.

Counsel for the Petitioners: SRI. B VENKAT RAMA RAO

Counsel for the Respondent: SRI. R.A. ACHUTHANAND

The Court made the following: COMMON ORDER

THE HONOURABLE SMT. JUSTICE M.G.PRIYADARSINI

CIVIL REVISON PETITION Nos.2168, 2175 and 2177 of 2019

COMMON ORDER:

1. Since all these Civil Revision Petitions are arising out of disputes between the same parties and the subject property is also one and the same, all the revisions are dealt with by way of this common order. The revision petitioners in all the Civil Revision Petitions are tenants and the respondent in all the Civil Revision Petitions is landlord. For the sake of convenience, the parties are referred hereinafter as landlord and tenant.

2. C.R.P.No.2168 of 2019 is directed against order dated 30.07.2019 in I.A.No.312 of 2019 in R.C.A.No.8 of 2018 on the file of the Chief Judge, City Small Causes Court, Hyderabad. The said interlocutory application is filed by landlord therein under Section 20 (3) of the Telangana Buildings (Lease, Rent and Eviction) Control Act, 1960 (for short 'the Act') read with Order XLI Rule 27 of the Civil Procedure Code, 1908 (for short 'CPC'), with a prayer to receive certain documents as additional evidence and the same was allowed. Aggrieved by the same, C.R.P.No.2168 of 2019 is preferred by the tenants.

3. C.R.P.Nos.2175 and 2177 of 2019 are directed against orders dated 24.06.2019 in I.A.Nos.19 and 18 of 2019 in R.C.No.223 of 2014 on the file of II Additional Rent Controller, Hyderabad. I.A.No.19 of 2019 is filed by the landlord under Rule 7 (5) of the Telangana (Andhra Pradesh) Buildings (Lease, Rent and Eviction) Control Rules, with a prayer to receive certain documents by condoning the delay, if any, and the same was allowed. I.A.No.18 of 2019 is also filed by the landlord under Order VI Rule 17 read with Rule 28 of the Civil Rules of Practice, with a prayer to amend the main petition by adding a paragraph and the same was also allowed. Aggrieved by the said orders, C.R.P.Nos.2175 and 2177 of 2019 are preferred by the tenants.

4. The brief facts of the case are that the landlord filed an application under Section 4 (1) of the Act in R.C.No.291 of 2010 on the file of the IV Additional Rent Controller, City Small Causes Court, Hyderabad, for determination of fair rent in respect of premises bearing M.No.5-2-200/A/35 in Unit No.49 situated at New Osmangunj, Hyderabad, (hereinafter referred to as 'petition schedule property') against the tenants and the said rent control case was dismissed on 13.12.2017. Aggrieved by the same, the

landlord filed the R.C.A.No.8 of 2018, which is pending on the file of the Chief Judge, City Small Causes Court, Hyderabad. During the pendency of the said appeal, the landlord filed I.A.No.312 of 2019 seeking to receive certain documents as additional evidence.

5. On the other hand, the landlord along with R.C.No.291 of 2010 also filed R.C.No.223 of 2014 against the tenants seeking for eviction of the tenants under Section 10(2) (I) of the Telangana (Andhra Pradesh) Buildings (Lease, Rent and Eviction) Control Act, 1960, from the petition schedule property. During the pendency of R.C.No.223 of 2014, the landlord filed I.A.No.19 of 2019 seeking to receive certain documents by condoning the delay, if any, and he also filed I.A.No.18 of 2019 seeking to amend the main petition in R.C.No.223 of 2014.

6. It is the case of the landlord that Smt. Leelavathi Devi Kalantri, who is tenant No.1, mother of other tenants and during her life time she filed O.S.No.415 of 1981 on the file of the II Additional Judge, City Civil Court, Hyderabad, seeking specific performance of oral agreement in respect of the petition schedule property. In the said suit, the landlord filed his written statement and subsequently, the said suit ended in compromise and

recording the same the suit was dismissed. In the said suit, tenant No.1 agreed that she will be bound by the said compromise settlement arrived in between herself and the landlord. Pursuant to said compromise, a separate rental agreement dated 01.05.1996 was executed by her in respect of the petition schedule property incorporating the terms and conditions of the tenancy and fresh tenancy commenced from 01.05.1996. In order to prove said facts, landlord relied upon certain documents, which are subject matter of the I.A.No.312 of 2019 in R.C.A.No.8 of 2018 and I.A.No.19 of 2019 in R.C.No.223 of 2014, which are impugned applications. Further, in order to refer and aver with regard to said documents in R.C.No.223 of 2014, I.A.No.18 of 2019 is filed to amend the main petition in R.C.No.223 of 2014. According to the landlord, though he filed the said documents in R.C.No.291 of 2010, but the same were not marked. Hence, he obtained return of the said documents and filed the present impugned applications.

7. In I.A.No.312 of 2019 in R.C.A.No.8 of 2018, the landlord sought for receiving the following documents as additional evidence:

"1. Original rental deed dated 01.05.1996 executed by Smt. Leelavathi Devi in favour of the landlord in respect of the premises bearing Unit No.49, Municipal No.5-2-200/A, admeasuring 30 X 13' = 390 sft., situated at New Osmangunj, Hyderabad.

2. Certified copy of the compromise memo dated 05.06.1996 in O.S.No.415 of 1981 on the file of the II Additional Judge, City Civil Court, Hyderabad, along with sketch plan.

3. Certified copy of the plaint in O.S.No.415 of 1981 on the file of the II Additional Judge, City Civil Court, Hyderabad, dated 15.04.1981.

4. Certified copy of the written statement filed by the landlord in O.S.No.415 of 1981 on the file of the II Additional Judge, City Civil Court, Hyderabad, dated 22.07.1981."

8. In I.A.No.19 of 2019 in R.C.No.223 of 2014, the landlord sought for receiving the plaint, written statement and compromise filed in O.S.No.415 of 1981. The landlord along with said documents also filed counter foils of the rent receipts from the receipt book No.98 bearing receipt No.9738 dated 05.11.1998, receipt book No.100 bearing receipt No.9929 dated 29.04.1999, receipt book No.124 bearing receipt No.12306 dated 11.04.2005. According to the landlord, the said receipts were mixed up with other documents, as such they could not be filed earlier. Further, I.A.No.18 of 2019 in R.C.No.223 of 2014 was filed by the landlord to amend the main petition by adding, the following para as, para No.3(a) after para 3:

> "It is submitted that the respondent earlier filed O.S.No.415 of 1981 on the file of the II Additional Judge, City Civil Court, Hyderabad against the petitioner society claiming relief of specific performance in respect of mulgi-cum godown No.20 in new Osmangunj, Hyderabad and also directing the petitioner to execute a registered sale deed and also for delivery of possession to her. The society has filed a written statement that the respondent is neither a member of the society nor a commission agent. Further, the society denied the claim of the respondent. During the pendency of O.S.No.415 of 1981 the petitioner and the respondent have entered into a compromise memo on 5.6.1996 wherein the respondent has agreed to pay the rent of Rs.300 to the plaintiff society and an amount of Rs.45,000/- as a deposit lying with the petitioner, interest free deposit. It is submitted that in pursuance to the compromise the suit was dismissed. Subsequently, the respondent had executed a rental deed dated 01.05.1996. As the society had obtained the certified copy of the plaint, written statement and compromise decree on 09.12.2016, it clearly shows that the respondent is a tenant of the petitioner."

9. The tenants have filed their counters to the respective applications denying the averments of the applications filed by the landlord in R.C.A.No.8 of 2018 as well as R.C.No.223 of 2014. It is their case that the landlord already filed I.A.No.306 of 2016 in R.C.No.291 of 2010 on the file of the IV Additional Rent Controller, City Small Causes Court, Hyderabad, to receive the documents which are subject matter of the impugned applications and the same was dismissed. Aggrieved by the same, the landlord preferred Civil Revision Petition No.261 of 2017 on the file of this Court and the same was dismissed by order dated 12.06.2017 and

the same has become final. According to the tenants, the landlord filed O.S.No.2692 of 1977 on the file of the IV Assistant Judge, City Civil Court, Hyderabad, against husband of tenant No.1, which was decreed. Aggrieved by the said decree, the landlord preferred A.S.No.94 of 1981 and the husband of tenant No.1 have preferred A.S.No.84 of 1981. The appeal in A.S.No.94 of 1981 filed by the landlord was dismissed and the appeal in A.S.No.84 of 1981 was allowed. Aggrieved by the said judgment, the landlord preferred Second Appeal No.965 of 1981 on the file of this Court, which was dismissed by judgment dated 22.01.1987. Subsequently, the landlord preferred Special Leave Petition in Civil Appeal No.1588 of 1991 on the file of the Hon'ble Supreme Court. The Hon'ble Supreme Court remanded the said Second Appeal No.965 of 1981 to this Court to decide afresh. This Court after rehearing the matter again dismissed the Second Appeal No.965 of 1981 by judgment dated 22.09.1994. The landlord filed the impugned applications suppressing all the said facts.

10. It is further the case of the tenants that the president of the landlord society-Kamalnarayan Agarwal and the member Kailashanarayan Bhangadiya came forward with a proposal for

compromise before the tenants and under the said proposal, it was suggested to retain one Unit No.19 out of the two units as absolute owner as against the sale consideration of Rs.45,000/- paid earlier, which is considered and confirmed before all the Courts as detailed above by admitting the husband of tenant No.1 as member of the firm and to surrender the other unit No.20. The documents under the impugned applications pertain to the landlord society-cum-godown No.20 which is renumbered as Unit No.49 pertaining to totally different property having styled the same as petition schedule property. Further, the tenants contended that they are the owners of the petition schedule property and admittedly paid a sum of Rs.45,000/- to the landlord towards sale consideration for allotting the said portion. It is averred that after a prolonged litigation, the landlord has allotted to 'Dhanraj Kalantri', the Unit No.19 which is renumbered as 47 and malafidely referred in the petition as petition schedule property by admitting the firm as member of the landlord society and the tenants are absolute owners. According to the tenants, there is no jural relationship of landlord and tenants between the parties. Hence, the tenants contended that the landlord cannot seek to take benefit of the alleged documents in the present cases.

Thus, none of the documents are required to be received as additional evidence. Hence, prayed to dismiss the impugned applications.

11. Both the Courts below i.e., the Court of Chief Judge, City Small Causes Court, Hyderabad in R.C.A.No.8 of 2018 and the II Additional Rent Controller, Hyderabad, in R.C.No.223 of 2014, allowed all the three impugned applications and permitted the landlord to file the documents as additional evidence in R.C.A.No.8 of 2018 and R.C.No.223 of 2014 and also to amend the main petition in R.C.No.223 of 2014. Aggrieved by the same, the present revisions are preferred by the tenants.

12. Heard both sides.

13. Learned counsel for tenants/revision petitioners contended that both the Courts below erred in allowing the impugned applications to receive documents which were refused to receive by the rent controller in I.A.No.306 of 2016 in R.C.No.291 of 2010 as well as by this Court in C.R.P.No.261 of 2017 dated 12.06.2017, which attained finality. It is also contended that the Court below failed to consider that the respondent/landlord did

not lay any foundation in its pleadings before the rent controller in R.C.No.291 of 2010 with regard to the documents in question. It is also contended that the Court below in R.C.No.223 of 2014 erred in allowing the impugned application to receive documents on the ground that the tenants can defend their case and will have an opportunity to question about the admissibility and the relevancy of the documents at the time of cross-examination of the witness. It is also contended that the proposed amendment to main petition in R.C.No.223 of 2014 is irrelevant and that the Court below erred in concluding that the amendment will not change the nature of the main case and that the tenants can defend their case. Hence, the respondent/landlord cannot be permitted to come up with the impugned applications to receive documents and amendment of main petition at belated stage. Therefore, prayed to set aside the impugned orders and allow the present revisions.

14. *Per contra,* the learned counsel for respondent/landlord contended that both the Courts below after hearing both sides and considering all the aspects has allowed the impugned applications

filed to receive documents and amendment. Hence, prayed to dismiss the present revision, as the same is devoid of merits.

15. Now, the point for determination is as follows:

> "Whether both the Courts below erred in allowing the impugned applications filed to receive additional documents in R.C.A.No.8 of 2018 and R.C.No.223 of 2014 and also application filed seeking amendment of main petition in R.C.No.223 of 2014?"

Point:-

16. This Court perused the evidence and material placed on record by both the sides. Admittedly, the landlord filed R.C.No.291 of 2010 before the IV Additional Rent Controller, City Small Causes Court, Hyderabad, seeking to determine fair rent in respect of the petition schedule property and during the pendency of said matter, he filed I.A.No.306 of 2016 to receive the documents, which are impugned herein and the said application was dismissed. Aggrieved by the same, he filed C.R.P.No.261 of 2017 before this Court, which was also dismissed. Subsequently, R.C.No.291 of 2010 was dismissed by the rent controller and appeal was preferred by the landlord in R.C.A.No.8 of 2018 and during the pendency of the said appeal, I.A.No.312 of 2019 was filed seeking to receive documents. It is also not in dispute that

the landlord also filed R.C.No.223 of 2014 in respect of the petition schedule property against the tenants seeking eviction and during the pendency of the said case he filed I.A.Nos.19 and 18 of 2019 respectively to receive documents and also seeking amendment of the main petition in R.C.No.223 of 2014.

17. It is pertinent to state that a perusal of order passed in I.A.No.306 of 2016 in R.C.No.291 of 2010 dated 16.12.2016 clearly shows that the rent controller held that the landlord has only filed the compromise memo entered in between the parties in O.S.No.415 of 1981, which is jointly signed by the parties and has no legal force without filing the judgment and decree which was passed in O.S.No.415 of 1981, based on the compromise terms. It is also held that without copy of judgment and decree in the said suit, the certified copies of plaint and written statement would not have any relevancy *prima facie*. With the said observation, the receive documents petition was dismissed. Similarly, a perusal of the order passed by this Court in C.R.P.No.261 of 2017 discloses that this Court held that the rent controller is vested with power to reject any document at any stage on the ground of irrelevancy and inadmissibility.

18. Admittedly, the rent controller is vested with power to decide the relevancy and admissibility of the documents in a rent control case at any point of time. However, the reasons which are given by the rent controller are that landlord has not filed the decree and judgment in O.S.No.415 of 1981 and without the same, the other documents filed do not have relevancy. A perusal of the pleadings of both the parties clearly disclose that the landlord is claiming determination of fair rent in R.C.No.291 of 2010 and R.C.A.No.8 of 2018. On the other hand, the tenants are disputing the jural relationship between them and the landlord. In the said circumstances, the landlord intended to file copy of plaint, written statement and compromise memo before the rent controller, but the rent controller mainly on the ground that judgment and decree in the said O.S.No.415 of 1981 was not filed disregarded the admissibility and relevancy of other documents. Furthermore, in the C.R.P.No.261 of 2017 this Court holding that there were no pleadings with regard to said document and that the rent controller is the vested with power to decide the admissibility of documents has confirmed the order of the rent controller, while dismissing. There is no dispute that the rent controller is vested

with power to decide the admissibility of the documents. However, mere allowing of receive documents petition does not amount to taking the documents into consideration. Upon receipt of documents, an opportunity will be given to the other side at the time of marking of the documents and also to cross-examine the witness, through which the said documents are marked. Further, the case in R.C.A.No.8 of 2018 is in appeal stage and the Rent Control Appellate authority is also vested with powers as the rent controller to decide the relevancy and admissibility of any documents. Therefore, ample opportunity will be given to the other side to dispute the said documents and furthermore, it is for the Court to decide with regard to taking into consideration of the documents at the stage of final disposal. Hence, this Court is of the considered opinion that mere receiving documents does not amount to considering the document by the Court and the documents i.e., rental deed, certified copy of plaint, written statement and compromise memo in O.S.No.415 of 1981 are crucial documents to determine the jural relationship between the parties, which is in dispute in the present matters. Furthermore, the tenants will also have equal opportunity to oppose the said documents, subject to their proof and relevancy at the time of

marking. The tenants will also have an opportunity to cross-examine the witness after marking of the documents. Considering the said aspects, the learned Judge has allowed the receive documents petition filed by the landlord in I.A.No.312 of 2019 in R.C.A.No.8 of 2018. This Court does not find any reason to interfere into the said findings.

19. It is also contended that the Court below failed to consider that the respondent/landlord did not lay any foundation in its pleadings before the rent controller in R.C.No.291 of 2010 with regard to the documents in question. With regard to said contention, it appears that the landlord during the cross-examination of R.W.1 before the rent controller in R.C.No.291 of 2010 was confronted with compromise entered into between the landlord and tenant No.1 and also with the rental agreement entered upon them with regard to said compromise. However, the R.W.1 simply denied the signature of his mother. This shows that the tenants have pleaded ignorance of the said documents even before the rent controller and the said averment shows that the landlord has laid foundation for the said document. Though, the same is not mentioned in the main petition in R.C.No.291 of 2010,

the landlord cannot be put to irreparable loss by denying the present receive documents petition in R.C.A.No.8 of 2018 and liberal approach has to be extended to the cause shown by the landlord.

20. Coming to the receive documents petition and amendment petition in I.A.Nos.18 and 19 of 2019 in R.C.No.223 of 2014, the landlord filed R.C.No.223 of 2014 against the tenants seeking eviction in respect of the petition schedule property. During the pendency of the said case, the landlord came up with receive documents petition for receiving certified copies of plaint, written statement and compromise filed in O.S.No.415 of 1981 and also counter foils of the rent receipts from receipt book No.98 bearing receipt No.9738 dated 05.11.1998, receipt book No.100 bearing receipt No.9929 dated 29.04.1999, receipt book No.124 bearing receipt No.12306 dated 11.04.2005. The landlord stated that the said documents were not traceable at the time of filing of the rent control case. He also filed the amendment petition seeking to add paragraph No.3 (a), which speaks about the documents which are subject matter of receive documents petition. These two petitions were opposed by the tenants. However, the Court below i.e., II

Additional Rent Controller, Hyderabad, allowed both the petitions permitting receipt of documents and amendment of the main petition.

21. It is pertinent to state that the defence set up by the tenants in R.C.No.223 of 2014 is also that there is no jural relationship between the landlord and the tenants. In order to establish the said relationship the landlord relied upon the documents, which are subject matter of the receive documents and also sought for amendment of the main petition, in support of his claim. This Court as well as the Apex Court held that when there is delay in filing the documents, if the said documents are relevant and have a bearing on the issue in controversy, the Courts have to extend liberal approach. Furthermore, mere receiving of documents will not mean that the documents are proved. Upon receipt of documents, an opportunity will be given to the other side at the time of marking of the documents and also to cross-examine the witness, through which the said documents are marked. Therefore, ample opportunity will be given to the other side to dispute the said documents. Considering all these aspects, the Court below i.e., the II Additional Rent Controller, Hyderabad, has

rightly allowed both the receive documents as well as amendment petition. In the said circumstances, this Court is of the considered opinion that the impugned orders in R.C.No.223 of 2014 does not suffer from any illegality and does not require any interference. Furthermore, due to the said amendment the nature of the R.C.No.223 of 2014 does not change and the tenants will have sufficient opportunity to rebut the case set up by the landlord.

22. It is also pertinent to note that along with plaint, written statement, compromise memo and rental deed, which were subject matter of I.A.No.306 of 2016 in R.C.No.291 of 2010 and C.R.P.No.261 of 2017, the landlord also prayed to receive few counter foils of rent receipts in I.A.No.19 of 2019 in R.C.No.223 of 2014. Therefore, both the interlocutory applications cannot be treated as one and the same, though, some of the documents are similar. Hence, the contention of the learned counsel for the revision petitioners/tenants that when the receive documents petition was dismissed and the same attained finality in C.R.P.No.261 of 2017, the landlord cannot come up with receive documents petition in R.C.No.223 of 2014 is unsustainable as

R.C.No.223 of 2014 is altogether different proceedings from that of R.C.No.291 of 2010. Therefore, the contentions of the learned counsel for the tenants/revision petitioners that the Court below in R.C.No.223 of 2014 erred in allowing the impugned applications to receive documents and amendment, does not sustain.

23. It is also contended that the refusal of receive documents in R.C.No.291 of 2010 attained finality in C.R.P.No.261 of 2017. Hence, thereby, entertaining the receive documents petition in appeal stage in R.C.A.No.8 of 2018 in respect of same documents does not arise. It is pertinent to state that all the above Civil Revision Petitions are between same parties and the petition schedule property is also one and the same. In R.C.No.223 of 2014, the rent controller allowed the receive documents and amendment petition. In R.C.A.No.8 of 2018, also the rent control appellate authority has allowed the receive documents petition considering all the aspects rightly. It is settled law that the rent controller as well as the rent control appellate authority are vested with powers to decide the relevancy and admissibility of the documents at any point of time. Though, receive documents petition was dismissed in R.C.No.291 of 2010 and the same

attained finality in C.R.P.No.261 of 2017, the landlord has come up with complete set of documents in R.C.A.No.8 of 2018 and if the said documents are not received, the landlord will be put to great prejudice and irreparable loss, more particularly, when the tenant is disputing the jural relationship. The documents that are sought to be received in the impugned applications are almost one and the same. In such case, receiving documents in one case and not receiving the same in other connected case would cause great prejudice to the parties. Further, the Court below i.e., the rent control appellate authority opined that it is just and proper to receive the impugned documents to decide the dispute between the parties in the appeal and further, the tenants will also get an equal and fair opportunity to produce rebuttal evidence in further enquiry to be conducted in the appeal. Hence, this Court is of the considered opinion that interference of this Court into the said aspect is unwarranted.

24. Considering all the said aspects both the Courts below have allowed the impugned applications and interference of this Court is unwarranted. In the said circumstances, this Court is of the

opinion that all the revision petitions are devoid of merits and the same are liable to be dismissed.

25. In the result, all the Civil Revision Petitions are dismissed confirming the order dated 30.07.2019 in I.A.No.312 of 2019 in R.C.A.No.8 of 2018 on the file of the Chief Judge, City Small Causes Court, Hyderabad and orders dated 24.06.2019 in I.A.Nos.19 and 18 of 2019 respectively in R.C.No.223 of 2014 on the file of II Additional Rent Controller, Hyderabad. There shall be no order as to costs. Miscellaneous applications, if any, pending shall stand closed.

SD/- C. PRAVEEN KUMAR
ASSISTANT REGISTRAR

//TRUE COPY//

SECTION OFFICER

To,

1. The Chief Judge City Small Causes Court, Hyderabad.
2. The II Additional Rent Controller at Hyderabad.
3. One CC to Sri. B. VENKAT RAMA RAO Advocate [OPUC].
4. One CC to Sri. R.A. ACHUTHANAND Advocate [OPUC].
5. Two CD Copies

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HIGH COURT

DATED: 22/02/2024

COMMON ORDER

CRP NOs: 2168, 2175 AND 2177 OF 2019



CRPS ARE DISMISSED

MBC
02/03