IN THE HIGH COURT FOR THE STATE OF TELANGANA AT HYDERABAD

THE HONOURABLE ACTING CHIEF JUSTICE SRI JUSTICE P.SAM KOSHY

CIVIL REVISION PETITION No.1590 of 2026
(CNR No.HBHC010306912026)

DATE: 02.11.2026

Reserved on: 24.09.2026 **Pronounced on: 02.11.2026**
Uploaded on: 02.11.2026

Between:
Mohd Rafi Ahmed S/o Mohammed Mahfooz.

…Revision petitioner

AND

Md Arif Hussain S/o Md Jaffer Hussain.

…Respondent

ORDER: *(per Hon'ble Sri Justice P.Sam Koshy)*

Heard Mr. Mohed Arshad Pasha, learned Counselfor the petitioner and Mr. Ashmed Khan, learned Counsel for the respondent.

2. The present Civil Revision Petition under Article 227 of the Constitution of India has been filed by the petitioner assailing the order passed by the IX Junior Civil Judge, City Civil Court, Hyderabad, dated 17.12.2025, in I.A.No.455 of 2025 in O.S.No. 3402

of 2025 whereby the learned lower court judge allowed the interim application.

3. *Vide* the impugned order; the lower court directed the petitioner herein to pay arrears of rent of Rs.2,55,000/-, and to continue to pay future rent at Rs.15,000/-per month till disposal of the suit, hence the revision petitioner prefers this revision petition on the following grounds.

4. The petitioner was the defendant, and respondent No.1 herein was the plaintiff in the suit. The petitioner was the tenant of respondent No.1 in respect of a 'mulgi' admeasuring approximately 200 sq. ft. on the ground floor, bearing Municipal No.12-2-895/A/8/7, situated near Milan Talkies, Zeba Bagh, Asif Nagar, Hyderabad. The mulgi was taken on rent for running a business under the name and style of "Sana Traders". According to respondent No.1, the tenancy was on a month-to-month basis under the English Calendar at a monthly rent of Rs.15,000/-.

5. It was alleged by respondent No.1 that the petitioner had been irregular in payment of rents and had paid accumulated rents only after repeated reminders, requests and demands. It was further alleged

that rent had not been paid from March 2024 to July 2025 (total of 16 months), amounting to Rs.2,55,000/- at the rate of Rs.15,000/- per month. Respondent No.1 alleged that the petitioner had been evading payment of rent on one pretext or the other and that the habitual default which had caused him mental tension. It was also alleged that electricity consumption charges and property tax payable to the GHMC had not been paid by the petitioner.

6. When arrears of rents were demanded, a legal notice dated 24.06.2025 was issued on behalf of the petitioner through counsel, with various allegations which were denied by respondent No.1. A reply notice dated 27.06.2025 was also issued by respondent No.1 to the petitioner, with a copy marked to the petitioner's counsel, under registered post with acknowledgement due. By the said reply notice, the petitioner was called upon to vacate the suit mulgi within one month from the date of receipt of the notice and to pay the arrears of the said rent from March 2024. The petitioner allegedly failed to pay the said arrears and current rent, and also failed to vacate the mulgi.

7. It was further alleged that, in view of the breach of the terms of tenancy, the tenancy of the petitioner stood terminated on expiry of one month from the date of receipt of the reply notice dated

27.06.2025. Thereafter, the petitioner's possession was alleged to be illegal and unauthorised. It was stated that the suit mulgi was being used for commercial purposes and was situated in a busy locality surrounded by schools, colleges, educational institutions. It was alleged that, if the said Mulgi was let out at the relevant time, it could fetch a rent of Rs.50,000/- per month. Respondent No.1 accordingly claimed damages/mesne profits at the rate of Rs.50,000/- per month from August 2025 and sought eviction of the petitioner by following due process of law.

8. On the other hand, it was contended on behalf of the petitioner that he had taken the shop on rent from respondent No.1 and had been paying rents regularly. A rental agreement was said to have been executed on 22.02.2019, under which the monthly rent was agreed at the rate of Rs.5,000/- per month. It was further contended that a sum of Rs.5,00,000/- had been deposited by the petitioner towards security deposit, without interest, and that the said amount was to be refunded by respondent No.1 upon vacating the mulgi.

9. It was alleged that, without any cause or justification, respondent No.1 began harassing the petitioner and making oral threats to forcibly vacate the premises. Foul and abusive language was

also alleged to have been used, causing mental agony and disturbance to the petitioner and his family. In response, a legal notice dated 24.06.2025 was issued through the petitioner's counsel, calling upon respondent No.1 to desist from the alleged illegal acts of harassment and to permit the petitioner to continue his business peacefully in the mulgi.

10. It was further contended that respondent No.1, instead of desisting the alleged unlawful conduct, instead issued a reply notice dated 27.06.2025 making false and baseless allegations of default in payment of rent and demanding arrears of Rs.2,55,000/- from March 2024 onwards. It was stated that rents had been paid regularly in cash with acknowledgements, and that there were no dues, and that the monthly rent of Rs.5,000/- had been paid regularly. It was also alleged that, although rents were received by respondent No.1, receipts were not issued on some occasions, and that no rental agreement had been executed by the petitioner in respect of the shop since 2019.

11. The petitioner denied the allegations made by respondent No.1 as false and concocted, and alleged that they were made with a view to forcibly evicting him despite a continuing tenancy and regular compliance with payment of rent and utilities. It was stated that the

petitioner was ready and willing to abide by the terms of the tenancy and to continue paying the monthly rents and utility dues regularly, subject to such orders as might be passed by the Court.

12. The principal grievance of the petitioner is directed against the interim order passed by the learned IX Junior Civil Judge, City Civil Court, Hyderabad. The petitioner contends that rentshave been paid regularly, that a rental agreement was executed on 22.02.2019, and that a security deposit of Rs.5,00,000/- was paid to respondent No.1. It is further contended that the allegations of arrears are false and that receipts were not issued for payments made in cash.

13. The burden of establishing payment of rent, particularly where payment is alleged to have been made in cash, rests upon the person asserting such payment. Apart from a bare assertion that rentswere paid regularly and that acknowledgements were obtained, no receipt, acknowledgement, bank statement, or other documentary material has been placed on record to demonstrate payment of rent for the period from March 2024 to July 2025 (total of 16 months). The alleged rental agreement dated 22.02.2019 and the alleged security deposit have also not been placed on recordto support his contentions.

14. The petitioner's contention that respondent No.1 did not issue receipts for some payments cannot, by itself, establish due payment of rent. In the absence of any contemporaneous record evidencing payment, the claim of regular payment of rents remains a matter of mere assertion. Whether the alleged payments were in fact made, whether receipts were issued, and whether the rental agreement and security deposit were executed, are all matters which fall for consideration before the trial Court.

15. At the interlocutory stage, the trial Court is required to consider whether a prima facie case has been made out and whether the balance of convenience and irreparable injury support the grant of interim protection. In the absence of any material evidencing payment of rent, the trial Court cannot be said to have committed any error, much less a jurisdictional error or perversity, in passing the impugned interim order. The observations made herein are confined to the consideration of the interim application and shall not otherwise influence the trial Court's decision.

16. In view of the aforesaid discussion, since there is no proof of payment of rentsbetween the parties, we find no reason to interfere

with the impugned interim order passed by the learned IX Junior Civil Judge, City Civil Court, Hyderabad.

17. In the result, the Civil Revision Petition is dismissed. The impugned interim order dated 17.12.2025, in I.A.No. 455 of 2025 in O.S.No. 3402 of 2025, passed by the IX Junior Civil Judge, City Civil Court, Hyderabad, stands confirmed.

18. No order as to costs.

19. As a sequel, miscellaneous petitions pending if any, shall stand closed. However, there shall be no order as to costs.

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P. SAM KOSHY, ACJ

Date: 02.11.2026
GSD