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IN THE HIGH COURT OF KARNATAKA AT BANGALORE

DATED THIS THE 17TH DAY OF AUGUST 1998

BEFORE

THE HON'BLE MR. JUSTICE R. V. RAVEENDRAN

H.R.R.P. No.1178/1998

BETWEEN:

Dinesh Bohra,
major, No.A-24,
Jayanthi Apartments,
13th cross, Malleswaram,
Bangalore.

.. Petitioner

(By Sri.H.R.Ananthakrishna Murthy, Adv.)

AND:

Naresh Guptha, major,
r/o No.15, I floor,
Srikantan layout, Crescent
Road Cross, Bangalore.

.. Respondent

(By Sri.Anant Mandagi, Adv.)

This petition is filed against
the order dt.25-6-98 passed in HRC No.2329/94
on the file of X Addl.Small Causes, Judge,
Bangalore, allowing the petition filed u/s
21(1)(h) & (p) of KRC Act.

This petition coming on for admission
this day, the Court made the following:

..ORDER..

O R D E R

This is a tenant's petition under Section 50(1) of the Karnataka Rent Control Act, 1961 ('Act' for short).

2. The respondent-landlord filed an eviction petition under provisos (h) & (p) to Section 21(1) of the Act in HRC No.2329/94 in regard to a residential premises, the rent of which is Rs.2,500/- per month. The petition has been allowed both under provisos (h) & (p) to Section 21(1) of the Act. It is seen that the trial Court has considered the matter in detail and has given a finding that need of the landlord is bonafide and reasonable and greater hardship would be caused to the landlord if an order of eviction is not made; ^{and} that the partial eviction is not feasible. The Court has also given a finding that the tenant's wife has acquired a suitable alternative premises. Learned counsel

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for the petitioner strenuously argued that the tenant's wife acquiring a property is not a ground for eviction under proviso (p) to Section 21(1) of the Act. Be that as it may. *Even if the petitioner-tenant is not liable to be evicted under* ✓ *proviso (p),* ~~the~~ the petitioner is liable to be evicted under proviso (h) to Section 21(1) of the Act. *At* this stage, learned counsel for the petitioner stated that if ~~the~~ time is given to the tenant upto the end of February 2000 to vacate the premises, he will not press this petition and will file the usual affidavit.

3. Learned counsel for the landlord opposed grant of time on the ground that petitioner has suitable alternative accommodation. However, to put an end to the litigation and to have a finality in the matter, he agreed to grant time to the tenant to vacate the premises upto the end of February 2000.

RMR

4. In view of the above, the petition is dismissed as not pressed granting time to the tenant to vacate the premises till the end of the month of February 2000, subject to the petitioner-tenant filing an affidavit within one month from this date undertaking as follows: (a) to voluntarily vacate and deliver up vacant possession of the petition schedule premises to the landlord on or before the end of the month of February 2000; (b) to pay the rents regularly; and (c) not to induct anyone else into the premises.

5. If the petitioner-tenant fails to file such affidavit within one month from this date or commits breach of any of the undertakings referred to above, the landlord will be entitled to execute the order of eviction even though time granted by this order has not expired.

Sd/-
JUDGE

sp/ujk