

IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 30TH DAY OF NOVEMBER, 2015

BEFORE

THE HON'BLE MR.JUSTICE B.S.PATIL

C.R.P.No.376/2015

BETWEEN

SRI.KHALEEM PASHA
S/O AMEER JAN
AGED ABOUT 45 YEARS
KHWAJA CHICKEN AND MUTTON CENTRE,
NO.779, 14TH CROSS, 16TH MAIN,
BTM LAYOUT, 2ND STAGE,
BANGALORE-76. ... PETITIONER

(By Sri.SRINIVAS V., ADV.)

AND

SMT.B. MADHAVI
W/O SRI. R.MOHANRAJU
AGED ABOUT 43 YEASR
NO.779, 14TH CROSS,
16TH MAIN, BTM LAYOUT,
2ND STAGE, BANGALORE-76. ... RESPONDENT

(By Sri.MEERA MUKUND, ADV. FOR C/R)

THIS CRP FILED UNDER SEC.18 OF SMALL CAUSES COURTS ACT, JUDGMENT AND DECREE DATED 30.04.2015 PASSED IN S.C.NO.1201/2014 ON THE FILE OF THE COURT OF SMALL CAUSES, BANGALORE (SCCH-5), PARTLY DECREEEING THE SUIT FOR EJECTMENT.

THIS PETITION COMING ON FOR ADMISSION THIS DAY, THE COURT MADE THE FOLLOWING:

ORDER

1. This revision petition is filed under Section 18 of the Karnataka Small Cause Courts Act challenging the decree dated 30.04.2015 passed by the Small Causes Court, Bengaluru, in S.C.No.1201/2014 directing ejection of tenant/revision petitioner from the premises granting him eight months time from the date of the order subject to payment of arrears of rent.

2. Plaintiff/respondent herein instituted S.C.No.1201/2014 before the Small Causes Court, Bengaluru seeking ejection of the tenant asserting that she was the absolute owner of the suit schedule premises and the defendant was inducted as tenant for a period of 11 months as per lease agreement entered into on 01.12.2013 on the monthly rental of Rs.5,500/-. After the expiry of lease period, plaintiff claims to have demanded the defendant to vacate the premises as the premises was required for her son to start a medical shop. However, the

defendant instead of vacating the premises filed a suit and obtained a decree of injunction restraining the plaintiff from dispossessing the defendant without following the due process of law. This made the plaintiff to terminate the tenancy by issuing a legal notice dated 21.01.2014 and file HRC petition in H.R.C.No.26/2014. The said HRC petition was dismissed as not maintainable. Subsequently, the present small cause suit has been instituted.

3. Defendant contested the suit contending inter alia that suit was not maintainable as there was no cause of action and that it was instituted because the defendant did not pay higher rent as demanded. Other plaint averments were also denied.

4. In support of the case of plaintiff, plaintiff examined herself as P.W.1 and produced and marked Exs. P.1 to P.10. Defendant examined himself as D.W.1 and produced and marked Ex.D.1 – account statement.

5. On consideration of the evidence on record, the Court below has come to the conclusion that the jural

relationship of landlord and tenant has been established and that the tenancy of the defendant was validly terminated by issuing Ex.P.1 – legal notice. The Trial Court has granted 8 months time to vacate the premises making it clear that arrears of rent shall be paid.

6. I have heard the learned counsel for both parties.

7. Learned counsel for the revision petitioner submits that the tenancy had not been validly terminated and that as the revision petitioner had paid all the arrears of rent, 1½ years time may be granted so that in the meanwhile, the revision petitioner will complete the construction undertaken by him and shift to the new premises.

8. Learned counsel appearing for the respondent – landlord submits that arrears of rent have been fully paid and as on date, defendant is in arrears in a sum of Rs.56,550/-.

9. Having heard the learned counsel for both parties and on perusal of the judgment under challenge, I find

that the Trial Court has recorded finding based on the evidence on record. Ex.P.1 is the legal notice issued to the defendant. As per the said notice, tenancy of the defendant has been validly terminated in terms of the provisions contained in Section 106 of the Transfer of Property Act. Insofar as the hardship and requirement of the defendant as pleaded, I am of the view that as the tenancy is terminated and as the suit for ejectment has been filed under the provisions of the Small Cause Courts Act, keeping in mind the ends of justice and subject to payment and discharge of all the arrears of rent, six months time from today deserves to be granted.

10. The defendant – revision petitioner shall vacate and handover vacant possession of the premises on or before 30.05.2016 and pay the entire arrears of rent and continue to pay agreed amount towards monthly rental.

**Sd/-
JUDGE**

PKS/VP