

**THE HON'BLE SRI JUSTICE NOOTY RAMAMOHANA RAO**

**CIVIL REVISION PETITION No. 42 OF 2015**

**ORDER:**

This Revision is preferred by a tenant under the provisions of Section 22 of the Andhra Pradesh Buildings (Lease, Rent and Eviction) Control Act, 1960. The respondent instituted RCC No. 26 of 2011 before the Rent Controller seeking eviction of the petitioner herein. The learned Rent Controller, by his judgment and decree dated 02.06.2014, allowed the said Petition. It is noticed that the petitioner herein has taken the residential premises, on hire, in February 2002, on a monthly rental basis of Rs.1200/- payable by the 1<sup>st</sup> week of the succeeding month. It is the case of the respondent that the petitioner has committed willful default in payment of monthly rents from December 2007 up to September 2011, when the proceedings under Sections 10 (2)(i) and 10(3)(a)(i) of the Act have been initiated. The respondent has also sought the premises for her personal occupation. It is the case of the petitioner herein that an arrangement has been worked out in the presence of the elders to deposit a sum of Rs. 2 lacs to the credit of the respondent and that he would not claim any interest to be paid on the said amount and the same would be adjusted towards the rental amount and an amount of Rs.80,000/- was paid in response to the said understanding.

On behalf of the petitioner before the Rent Controller, she herself deposed as P.W.1 and got marked the documents as Exs.P1 to P11. On behalf of the respondent, R.Ws. 1 to 3 were got examined and documents Exs.R1 and R2 were also marked. Through the process of the Court, document, Ex.X1 was got marked by the petitioner through R.W.3.

The learned Rent Controller, in paragraph 13 of the judgment rendered by him, has categorically noted that the burden of proof lies on the respondent in the proceedings, who is the petitioner herein, to prove that he has paid Rs.2 lacs as part of the arrangement worked out between the parties. However, no pleading has been raised in the counter-affidavit filed by the petitioner herein that he has received a sum of Rs.4,10,000/- from R.W.2 and from out of that money, he has paid Rs. 2 lacs to the respondent landlady. Therefore, the evidence of R.Ws.2 and 3 vouching for the petitioner herein receiving a sum of Rs.4,10,000/- has not been believed by the

Court. In the absence of any proof of payment of Rs.80,000/- towards the rental arrears, the allegation of willful default committed by the petitioner has been upheld by the trial Court.

The petitioner then carried the matter in Rent Control Appeal No. 1 of 2014 before the Appellate Authority-cum-Principal senior Civil Judge, Kakinada. The Appellate Authority has, upon re-analyzing the evidence on record, come to the same conclusion that the petitioner herein has not established payment of rental arrears and hence, confirmed the finding of fact recorded by the trial Court with regard to the default committed by him. In that view of the matter, the petitioner cannot make any grievance out of his own failure to establish the fact that he has not committed any willful default in payment of rents. Hence, there is no infirmity in the concurrent findings of fact recorded by both the Courts below.

For the aforementioned reasons, I do not find any infirmity whatsoever in the judgments and decrees passed by the Rent Controller as well as the Appellate Authority and hence, the Civil Revision Petition is devoid of any merit and it is accordingly, dismissed. No costs.

On 29.01.2015, when I have heard the matter, I have indicated that if the petitioner seeks a reasonable period of time for securing alternative accommodation, an appropriate memo should be filed into the Court today. However, there is no such memo filed. I therefore, infer that the petitioner is not interested in seeking the indulgence of this Court for grant of a reasonable period of time for his vacating the scheduled premises. However, to serve the ends of justice properly, I grant the petitioner time till the end of May 2015, subject to his clearing all arrears of rent payable including for this period now granted.

Consequently, the miscellaneous applications, if any shall also stand dismissed.

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**NOOTY RAMAMOHANA RAO, J**

02<sup>nd</sup> February 2015

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