Tmt. Kasthuri Radhakrishnan & Ors vs M.Chinniyan & Anr on 28 January, 2016

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Author: Abhay Manohar Sapre

Bench: Abhay Manohar Sapre, J. Chelameswar

Reportable

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL No.5158 OF 2009

Tmt. Kasthuri Radhakrishnan & Ors. ……Appellant(s)

VERSUS

M. Chinniyan & Anr. ……Respondent(s)

J U D G M E N T

Abhay Manohar Sapre, J.

1) This appeal is filed by the plaintiffs against the final judgment and order dated 11.07.2007 passed by the High Court of Judicature at Madras in Civil Revision Petition No. 337 of 2002 whereby the High Court allowed the revision petition filed by respondent No.1 herein and set aside the judgment dated 28.06.2001 of the Principal Subordinate Judge, Erode in R.C.A. No. 5 of 2001 and order of eviction dated 31.10.2000 passed by the Rent Controller (I Addl. District Munsif), Erode in RCOP No. 26 of 1998.

2) In order to appreciate the issue involved in this appeal, it is necessary to set out in brief the relevant facts in relation to eviction case out of which this appeal arises and also state the facts of three cases filed by the parties in respect of the suit premises because they were referred to in the proceedings out of which this appeal arises.

3) The appellants (plaintiffs) are the wife and sons of one A. Radhakrishnan. The suit premises bearing Door No. S-3, Periyar Nagar Housing Unit, Erode Town, comprised in T.S. No. 909/3, Block No. 17 and 598/2 Part, Ward 1, Block 20, Surampatti Village, Erode Taluk, Erode sub- District, Erode Registration District was allotted to A. Radhakrishan by Tamil Nadu Housing Board. In fact, entire area was acquired by the Housing Board and one house site therein was allotted to A. Radhakrishnan. Subsequently, A. Radhakrishnan made construction on the site allotted to him.

4) On 22.02.1987, A. Radhakrishnan executed a general power of attorney in favour of one V. Dhanapal and nominated him to administer and manage the suit premises on his behalf.

5) One N. Kalidass was in occupation of the suit premises as tenant. On 04.02.1988, he vacated and surrendered the possession of the suit premises to Dhanapal. Thereafter respondent No.1 took the suit premises on lease rent from Dhanapal under a written lease deed dated 12.02.1989 for a period of 11 months on a monthly rent of Rs.850/- and paid Rs.4000/- as advance. Respondent No.1 then obtained possession of the suit premises and started residing therein with his family.

6) The appellants, however, came to know that A. Radhakrishnan without their knowledge entered into a sale agreement dated 30.07.1987 to sell the suit premises to one A.S. Pongianna. The appellants, therefore, instituted a suit being O.S. No. 53 of 1989 (re-numbered as O.S.549/1989) in the Court of District Judge, Erode and sought a declaration that the sale agreement dated 30.07.1987 was neither valid and nor binding on them and also sought a permanent injunction against A. Radhakrishnan restraining him from executing the sale deed in favour of A.S. Pongianna and delivering possession of the suit property to him. In this suit, respondent No. 1 was impleaded as one of defendants.

7) Respondent No.1 filed a written statement in the aforesaid suit reiterating therein that he was inducted in the suit premises as a tenant under a lease deed dated 12.02.1989 for a period of 11 months at monthly rent of Rs.850/- and on the expiry of the contractual period of lease, he continued to remain in the suit premises as a tenant.

8) Respondent No.1 also, in the meantime, filed a suit being O.S. No. 87 of 1989 in the Court of Subordinate Judge, Erode against A. Radhakrishnan and the appellants herein seeking permanent injunction restraining the appellants from dispossessing them from the suit premises. According to respondent No.1, he was a tenant and was put in possession of the suit premises by Dhanapal, the power of attorney holder of A. Radhakrishnan, pursuant to a lease deed dated 12.02.1989 for a period of 11 months at a monthly rent of Rs.850/-. He also alleged that since the appellants were dissatisfied with the rent fixed under the lease deed, therefore, they were attempting to dispossess him from the suit premises. In this suit, on 22.02.1990, A. Radhakrishnan filed a written statement stating inter alia that respondent No.1 was put in possession of the suit premises as his tenant and

that he had already cancelled the power of attorney executed by him in favour of Dhanapal by executing a registered cancellation deed dated 13.03.1989.

9) Since A. Radhakrishnan was refusing to accept the rent from February 1989, respondent No.1 filed a petition bearing R.C.O.P. No. 2 of 1991 under Section 8(5) of the Tamil Nadu Buildings (Lease and Rent Control) Act in the Court of the Rent Controller of Erode. In the meantime on 23.09.1994, A. Radhakrishnan expired intestate leaving behind him the present appellants as his class I heirs and one daughter – Tmt. R. Kanjana. The appellants thus became the owners of the suit premises by inheritance.

10) On 14.10.1998, respondent No.1 through his advocate sent a notice to the appellants herein and Tmt. R. Kanjana, the daughter of late A. Radhakrishnan, claiming that upon payment of Rs. 1 lakh on 08.05.1988, A.S. Pongainna had assigned his rights in the agreement dated 30.07.1987 executed between him and late A. Radhakrishnan, in his favour, therefore, he called upon the appellants to execute the sale deed of the suit premises in his favour.

11) The appellants then filed Eviction Petition bearing R.C.O.P. No. 26 of 1998 in the Court of the Rent Controller (District Munsif) Erode against respondent No. 1 out of which the present appeal arises seeking eviction of respondent No.1 from the suit premises under Sections 10 (2) and 10(3)(a)(i) of the Tamil Nadu Buildings (Lease and Rent Control) Act 1960 (in Short "the Act"). The eviction was sought essentially on two grounds, namely, willful default in paying monthly rent since 12.02.1989 and secondly, bona fide need for the use and residence of the appellants in the suit premises because according to the appellants they were residing in rented accommodation and had no other suitable house of their own in the city where they could live.

12) Vide order dated 21.12.1998, the Court of the Subordinate Judge, Erode decreed O.S. No. 87 of 1989 filed by respondent No.1 against the appellants on the basis of an endorsement made by the appellants and passed a permanent injunction restraining the appellants from interfering with the peaceful enjoyment of respondent No.1 over the suit property and from dispossessing him till he was evicted under a due process of law.

13) Vide order dated 05.01.1999, O.S. No. 53/1989 (which was renumbered as O.S. No. 549/1989) was dismissed as not pressed by the appellants.

14) So far as the eviction petition out of which this appeal arises is concerned, the Rent Controller allowed RCOP No. 26 of 1998 filed by the appellants vide order dated 31.10.2000 and directed the eviction of respondent No.1 from the suit premises. It was held that the appellants are the owners/landlords of the suit premises. It was also held that respondent No. 1 is in occupation of the suit premises as tenant. It was further held that respondent No. 1 has committed willful default in paying the monthly rent and being a defaulter in payment of rent is liable to be evicted from the suit premises. It was also held that the appellants have proved bona fide need for their personal residence in the suit premises because they were living in the rented house at a place called Salem. The appellants were, therefore, held entitled to claim eviction of respondent No. 1 from the suit premises on these findings.

15) Against the said order, respondent No.1 filed an appeal bearing T.C.A. No. 5 of 2001 in the Court of Subordinate Judge, Erode. Vide order dated 28.06.2001, the subordinate Judge, Erode dismissed the said appeal and confirmed the judgment passed by the Rent Controller.

16) Against the said order, the respondent filed a revision petition being C.R.P. No. 337 of 2002 before the High Court. The High Court, by judgment dated 19.12.2003, dismissed the revision petition filed by respondent No.1.

17) Respondent no. 1 then filed an application seeking review of the order dated 19.12.2003 passed by the High Court in C.R.P. No. 337 of 2002.

18) The High Court by judgment dated 05.02.2007, allowed Review Application No. 91 of 2004 filed by the respondent No.1.

19) As a result of review being allowed C.R.P. No. 337/2002 was restored to file for its hearing on merits. The High Court, this time, by impugned order dated 11.07.2007 allowed the revision filed by respondent No.1 on two legal grounds and set aside the order of the first appellate Court and also of Rent Controlling Authority. As a consequence, thereof, the eviction petition (RCOP No.26 of 1998) filed by the appellants was dismissed. It was held that the eviction petition filed by the appellants is not maintainable because the daughter of Late A. Radhakrishnan, Tmt. R. Kanjana was not made a party to the eviction petition. According to the High Court she being one of the co-owners of the suit premises was a necessary party to eviction petition. It was also held that appellants failed to establish the relationship of landlord and tenant with the respondent No.1 and on the other hand it appeared that tenancy in relation to suit property was between Dhanapal and respondent No.1. The High Court thus allowed the respondents' revision essentially on these two grounds

20) Aggrieved by the said judgment, the appellants have filed this appeal by way of special leave before this Court.

21) Heard Mr. Nikhil Nayyar, learned counsel for the appellants and Mr. B. Adinarayan Rao, learned senior counsel for respondent No.1 and Mr. Amit Gupta, learned counsel for respondent No.2.

22) Mr. Nikhil Nayyar, learned counsel appearing for the appellants while assailing the legality and correctness of the impugned order urged three submissions.

23) In the first place, learned counsel submitted that the High Court having rightly dismissed the revision petition filed by respondent No.1 in the first round erred in allowing the review petition of respondent No.1 and in any event after its restoration erred in allowing the said revision petition. It was his submission that the High Court committed jurisdictional error in interfering in its revisionary jurisdiction in upsetting well reasoned concurrent findings of facts recorded by the Rent Controller and the first appellate Court in appellants' favour and that too on two grounds, which were not urged before the Rent Controller and the appellate Court by respondent No.1.

24) In the second place, learned counsel urged that two legal grounds on which the High Court allowed the revision petition, namely, that non- joinder of one of the co-owners of the suit property (daughter of late A. Radhakrishnan) to the eviction petition was fatal to the filing of eviction petition and secondly, the appellants were not able to establish the relationship of landlord and tenant with respondent No.1 in relation to the suit premises, have no merit and deserve rejection.

25) Elaborating this submission, learned counsel contended that so far as the first ground is concerned it is untenable in the light of the law laid down by this Court in Dhannalal Vs. Kalawatibai and Others, (2002) 6 SCC 16, wherein it is laid down that it is not necessary to implead all the co-owners of the suit premises in eviction petition and even if some of the co- owners have filed the eviction petition, it is maintainable in law. According to learned counsel since this finding was recorded by the High Court without taking into consideration the law laid down by this Court in the case of Dhanalal (supra), the same deserves to be set aside.

26) Learned counsel also pointed out that in any event, the aforementioned infirmity was cured by the appellants factually because the daughter of late A Radhakrishnan, Tmt R. Kanjana was later added as a party in the eviction proceedings.

27) In the third place, learned counsel urged that so far as the second ground is concerned, namely, respondent No. 1 was inducted by Dhanapal in the suit premises and not by the appellants and, therefore, the appellants were not able to establish their relationship of landlord and tenant with respondent No.1 also has no merit for the reason that Dhanapal did not execute the tenancy agreement with respondent No.1 in his capacity as owner/landlord of the suit premises but executed the said tenancy agreement on behalf of late A. Radhakrishnan as his power of attorney holder.

28) Learned counsel pointed out that in these circumstances any act done by Dhanapal in relation to suit premises including creation of tenancy was an act done for and on behalf of A. Radhakrishnan. It was, therefore, urged that the tenancy was, as a fact, between A. Radhakrishnan being owner/landlord of suit premises and respondent No.1 as his tenant which later devolved on the appellants after the death of A. Radhakrishanan by operation of law thereby conferring a right on the appellants as co-owners of suit premises to file the eviction petition against respondent No.1 for his eviction from the suit premises.

29) Lastly, learned counsel contended that on the aforementioned grounds, which had no substance, the High Court could not have set aside the concurrent findings of facts recorded in appellants' favour by the Rent Controller and the first appellate Court, which had ordered the eviction of respondent No.1 from the suit premises.

30) In reply, learned counsel for respondent No.1 supported the impugned judgment and contended that it deserves to be upheld, calling no interference therein.

31) Having heard learned counsel for the parties and on perusal of the record of the case, we find force in the submissions urged by learned counsel for the appellants.

32) Before we proceed to examine the issues raised in this appeal, we consider it apposite to take note of the law laid down by this Court on three issues which are involved in this appeal, viz., issue in relation to revisional jurisdiction exercised by the High Court in rent matters; second, the scope of inquiry to examine the title of the landlord of the suit premises in eviction matters; and third, whether all the co-owners/co- landlords of suit premises are necessary parties in the eviction petition filed under the Rent Laws and lastly law relating to power of attorney executed by principal in favour of his agent.

33) So far as the issue pertaining to exercise of revisional jurisdiction of the High Court while hearing revision petition arising out of eviction matter is concerned, it remains no more res integra and stands settled by the Constitution Bench of this Court in Hindustan Petroleum Corporation Limited vs. Dilbahar Singh (2014) 9 SCC 78. Justice R.M. Lodha, the learned Chief Justice speaking for the Bench held in para 43 thus:

> "43. We hold, as we must, that none of the above Rent Control Acts entitles the High Court to interfere with the findings of fact recorded by the first appellate court/first appellate authority because on reappreciation of the evidence, its view is different from the court/authority below. The consideration or examination of the evidence by the High Court in revisional jurisdiction under these Acts is confined to find out that finding of facts recorded by the court/authority below is according to law and does not suffer from any error of law. A finding of fact recorded by court/authority below, if perverse or has been arrived at without consideration of the material evidence or such finding is based on no evidence or misreading of the evidence or is grossly erroneous that, if allowed to stand, it would result in gross miscarriage of justice, is open to correction because it is not treated as a finding according to law. In that event, the High Court in exercise of its revisional jurisdiction under the above Rent Control Acts shall be entitled to set aside the impugned order as being not legal or proper. The High Court is entitled to satisfy itself as to the correctness or legality or propriety of any decision or order impugned before it as indicated above. However, to satisfy itself to the regularity, correctness, legality or propriety of the impugned decision or the order, the High Court shall not exercise its power as an appellate power to reappreciate or reassess the evidence for coming to a different finding on facts. Revisional power is not and cannot be equated with the power of reconsideration of all questions of fact as a court of first appeal. Where the High Court is required to be satisfied that the decision is according to law, it may examine whether the order impugned before it suffers from procedural illegality or irregularity."

> 34) Similarly, so far as the scope and nature of inquiry, which is required to be undertaken to examine the title of the landlord in eviction matter is concerned, it also remains no more res integra and stands settled in the case of Sheela & Ors. vs. Firm Prahlad Rai Prem Prakash, (2002) 3 SCC 375. Justice R.C.Lahoti (as His Lordship then was) speaking for the Bench held that the concept of ownership in a landlord-tenant litigation governed by Rent control laws has to be distinguished from

> the one in a title suit. Indeed, ownership is a relative term, the import whereof depends on the context in which it is used. In rent control legislation, the landlord can be said to be the owner if he is entitled in his own legal right, as distinguished from for and on behalf of someone else to evict the tenant and then to retain control, hold and use the premises for himself.

What may suffice and hold good as proof of ownership in landlord-tenant litigation probably may or may not be enough to successfully sustain a claim for ownership in a title suit.

35) Likewise, so far as issue pertaining to joinder of all co-owners in eviction petition filed against the tenant under the Rent Laws is concerned, the same also remains no more res Integra and stands settled by several decisions of this Court. In Dhannalal vs. Kalawathibai Ors., (Supra), this Court took note of all case laws on the subject and explained the legal position governing the issue. Justice R.C.Lahoti (as His Lordship then was) speaking for the Bench held in paragraph 16 as under

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> "16. It is well settled by at least three decisions of this Court, namely, Sri Ram Pasricha v. Jagannath,(1976) 4 SCC 184 Kanta Goel v. B.P. Pathak, (1977) 2 SCC 814 and Pal Singh v. Sunder Singh, (1989) 1 SCC 444 that one of the co-owners can alone and in his own right file a suit for ejectment of the tenant and it is no defence open to the tenant to question the maintainability of the suit on the ground that the other co-owners were not joined as parties to the suit. When the property forming the subject-matter of eviction proceedings is owned by several owners, every co-owner owns every part and every bit of the joint property along with others and it cannot be said that he is only a part-owner or a fractional owner of the property so long as the property has not been partitioned. He can alone maintain a suit for eviction of the tenant without joining the other co-

owners if such other co-owners do not object. In Sri Ram Pasricha case reliance was placed by the tenant on the English rule that if two or more landlords institute a suit for possession on the ground that a dwelling house is required for occupation of one of them as a residence the suit would fail; the requirement must be of all the landlords. The Court noted that the English rule was not followed by the High Courts of Calcutta and Gujarat which High Courts have respectfully dissented from the rule of English law. This Court held that a decree could be passed in favour of the plaintiff though he was not the absolute and full owner of the premises because he required the premises for his own use and also satisfied the requirement of being "if he is the owner", the expression as employed by Section 13(1)(f) of the W.B. Premises Tenancy Act, 1956."

36) The issues involved in this case need to be decided keeping in view the law laid down in the aforesaid three cases and the one cited infra.

37) Coming to the first question, in our considered opinion, the High Court erred in holding that the daughter of late A. Radhakrishnan, i.e., Tmt. R. Kanjana was a necessary party to the eviction

petition filed by the appellants and hence failure to implead her rendered the eviction petition as not maintainable. This finding of the High Court, in our view, is against the law laid down by this Court in the case of Dhannalal (supra), wherein it is laid down that it is not necessary to implead all the co-owners in the eviction petition.

38) In the light of law laid down in the case of Dhannalal (supra), in our view, it was not necessary for the appellants to implead the Tmt. R. Kanjana – the daughter of late A. Radhakrishnan in the eviction petition. Even otherwise, as rightly argued by learned counsel for the appellants, the High Court should not have allowed respondent No.1 to raise such objection for the first time in the revision because it was not raised in the courts below. Be that as it may, the daughter having been later impleaded in the proceedings, this objection was not even available to respondent No.1.

39) In view of foregoing discussion, we can not concur with the finding of the High Court and while reversing the finding hold that the eviction petition can not be dismissed on the ground of non-joinder of Tmt. R. Kanjana – the daughter of late A. Radhakrishnan and is held maintainable.

40) Now coming to the question as to whether the tenancy was between the appellants and respondent No.1 or whether it was between Dhanapal and respondent No.1, we are of the considered view that to begin with the tenancy was between A. Radhakrishanan and respondent No.1 and on the death of A. Radhakrishnan, it was created between the appellants being the Class- I heirs of A. Radhakrishnan and respondent No.1 by operation of law.

41) In our opinion, Dhanapal was a power of attorney holder of A. Radhakrishnan. He executed the tenancy agreement on behalf of the original owner – A. Radhakrishnan in favour of respondent No.1. Such act done by Dhanapal did not create any right, title and interest in his favour and nor he ever asserted any such right in himself and indeed rightly qua A. Radhakrishnan or the appellants in relation to suit premises. That apart, respondent No.1 in clear terms admitted in his evidence and in the pleading of cases filed by him against the appellants about his status as being the tenant. In the light of this legal position, the High Court should have held this issue in appellants' favour.

42) The law relating to power of attorney is governed by the provisions of the Power of Attorney Act, 1982. It is well settled therein that an agent acting under a power of attorney always acts, as a general rule, in the name of his principal. Any document executed or thing done by an agent on the strength of power of attorney is as effective as if executed or done in the name of principal, i.e., by the principal himself. An agent, therefore, always acts on behalf of the principal and exercises only those powers, which are given to him in the power of attorney by the principal. Any act or thing done by the agent on the strength of power of attorney is, therefore, never construed or/and treated to have been done by the agent in his personal capacity so as to create any right in his favour but is always construed as having done by the principal himself. An agent, therefore, never gets any personal benefit of any nature. Applying the aforesaid principle, this Court in Suraj Lamp and Industries Private Limited (2) vs. State of Haryana & Anr., (2012) 1 SCC 656 held in paragraphs 20 and 21 as under:

"20. A power of attorney is not an instrument of transfer in regard to any right, title or interest in an immovable property. The power of attorney is creation of an agency whereby the grantor authorises the grantee to do the acts specified therein, on behalf of grantor, which when executed will be binding on the grantor as if done by him (see Section 1-A and Section 2 of the Powers of Attorney Act, 1882). It is revocable or terminable at any time unless it is made irrevocable in a manner known to law. Even an irrevocable attorney does not have the effect of transferring title to the grantee.

21. In State of Rajasthan v. Basant Nahata, (2005) 12 SCC 77, this Court held: (SCC pp. 90 & 101, paras 13 & 52) "13. A grant of power of attorney is essentially governed by Chapter X of the Contract Act. By reason of a deed of power of attorney, an agent is formally appointed to act for the principal in one transaction or a series of transactions or to manage the affairs of the principal generally conferring necessary authority upon another person. A deed of power of attorney is executed by the principal in favour of the agent. The agent derives a right to use his name and all acts, deeds and things done by him and subject to the limitations contained in the said deed, the same shall be read as if done by the donor. A power of attorney is, as is well known, a document of convenience.

* * *

52. Execution of a power of attorney in terms of the provisions of the Contract Act as also the Powers of Attorney Act is valid. A power of attorney, we have noticed hereinbefore, is executed by the donor so as to enable the donee to act on his behalf. Except in cases where power of attorney is coupled with interest, it is revocable. The donee in exercise of his power under such power of attorney only acts in place of the donor subject of course to the powers granted to him by reason thereof. He cannot use the power of attorney for his own benefit. He acts in a fiduciary capacity. Any act of infidelity or breach of trust is a matter between the donor and the donee." An attorney-holder may however execute a deed of conveyance in exercise of the power granted under the power of attorney and convey title on behalf of the grantor." This was followed by this Court in Church of Christ Charitable Trust and Educational Charitable Society vs. Ponniamman Educational Trust, (2012) 8 SCC 706 (para 20)

43) When we apply this well settled principle of law to the facts of the case in hand, we are of the considered view that when Dhanapal, who was acting as an agent of A. Radhakrishnan on the strength of power of attorney, executed the tenancy agreement with respondent No. 1 in relation to the suit premises then he did such execution for and behalf of his principal - A Radhakrishnan, which resulted in creating a relationship of landlord and tenant between A. Radhakrishnan and respondent No. 1 in relation to the suit premises. In this execution, Dhanapal being an agent did not get any right, title and interest of any nature either in the suit premises or in tenancy in himself. The effect of execution of tenancy agreement by an agent was as if A. Radhakrishnan himself had executed with respondent No.1.

44) In view of the foregoing discussion, we are of the considered opinion that the High Court was not right in holding that the tenancy in relation to suit premises was with Dhanapal. We cannot thus concur with the finding of the High Court and accordingly reverse the finding and hold that the appellants were able to prove that the tenancy in relation to the suit premises was between A. Radhakrishnan and respondent No.1 and on the death of A. Radhakrishnan, it was created between the appellants and respondent No.1 by operation of law which entitled the appellants to maintain the eviction petition against respondent No.1 seeking his eviction on the grounds available to them under the Act.

45) Since the High Court allowed the revision filed by respondent No.1 on the aforementioned two grounds only, which we have reversed in preceding paras, the revision petition filed by the respondent No.1 deserves to be dismissed. That apart keeping in view the law laid down by this Court in Hindustan Petroleum Corporation Limited Case (supra), the concurrent findings of facts recorded by the Rent Controller and affirmed by the first appellate Court in appellants' favour on the issue of appellants bona fide need for their personal residence and default committed by respondent No.1 in paying rent to the appellants were binding on the High Court.

46) We have also perused these findings with a view to find out as to whether there is any perversity in these findings. We, however, find that these findings are based on proper appreciation of evidence as is required to be done in eviction matters and hence, they do not call for any interference in this appeal.

47) Learned Counsel for the respondent made attempt to support the impugned judgment and urged submissions but we were not impressed by any of the submissions urged.

48) In the light of foregoing discussion, the appeal succeeds and is hereby allowed. The impugned judgment is set aside and that of the judgment of the first appellate Court dated 28.06.2001 in R.C.A. No. 5 of 2001 is restored. As a consequence thereof, the eviction petition filed by the appellants against respondent No.1 in relation to the suit premises is allowed. Respondent No.1 is, however, granted three months' time to vacate the suit premises from the date of this judgment subject to furnishing of the usual undertaking in this Court to vacate the suit premises within 3 months and further on depositing all arrears of rent (if there are any arrears still due and not paid) till date at the same rate at which they had been paying monthly rent to the appellants and would also deposit three months' rent in advance by way of damages for use and occupation. Let the undertaking, arrears of rent, damages for three months and cost awarded by this Court be deposited within 15 days from the date of this judgment. The appellants on such deposit being made would be entitled to withdraw the same after proper verification.

49) The appeal is accordingly allowed with costs which is quantified at Rs.5000/- to be paid by respondent No.1 to the appellants.

.....J. [J. CHELAMESWAR] .....J. [ABHAY MANOHAR SAPRE] New Delhi, January 28, 2016.
