

Sri.M.Subramany vs Smt.R.Savitha on 22 February, 2022

IN THE COURT OF LXXIII ADDL.CITY CIVIL &
SESSIONS JUDGE, MAYOHALL UNIT, BANGALURU.
(CCH.74)

PRESENT:

Sri.Yamanappa Bammanagi, B.A., LL.B., (Spl.,)
LXXIII Addl.City Civil & Sessions Judge,
Mayohall Unit, Bangaluru.

Dated this the 22nd day of February, 2022.

O.S. No.25289/2015

Plaintiff: Sri.M.Subramany,
S/o.Late.Sri.C.Muniswamy Naidu,
aged about 56 yrs,
R/at.No.73, I Floor,
4th Main, BSK I Stage,
Srinivasanagar, Bangaluru-50.

(By Sri.Shankar Naik - Adv.)

V/S

Defendant: Smt.R.Savitha,
W/o.Sri.Sunil Kumar.H.B.,
aged about 35 yrs,
Basement Floor of No.73,
4th Main, BSK I Stage,
Srinivasanagar, Bangaluru-50.

(By Sri.S.R.Muralidhar - Adv.)

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O.S. No.25289/2015

Date of Institution of the suit
Nature of the (Suit or pro-note,
suit for declaration and

17.03.2015

possession, suit for
injunction, etc.)
Date of the commencement of

EJECTMENT

recording of the Evidence.
Date on which the Judgment

23.06.2017

was pronounced.

22.02.2022

	Year/s	Month/s	Day/s
Total duration	06	11	05

(Yamanappa Bammanagi)
73rd Addl. CC & SJ, M.H.Unit,
Bangaluru. (CCH-74)

JUDGMENT

The plaintiff has filed this suit for possession, for arrears of rent of Rs.92,000/- and for damages at Rs.20,000/- per month as mesne profits for wrongful use and occupation of the schedule premises from the date of suit till possession of suit schedule premises and consequential relief of permanent injunction restraining O.S. No.25289/2015 the defendant from letting schedule premises to any third parties.

2. Brief facts of the plaintiff's case:

It is the case of the plaintiff that the plaintiff is absolute owner of the suit property bearing No.73, situated at 4th Main, B.S.K. I Stage, Srinivasanagar, Bangaluru. The defendant is the tenant under the plaintiff in respect of basement floor of the property No.73, referred supra. The tenanted portion is described as schedule premises. The defendant has taken suit premises on rent of Rs.12,000/- per month to run baby sitting and schedule premises has occupied by the defendant on 10.10.2011, under unregistered rent agreement, unregistered agreement is in the custody of the defendant. The defendant has paid Rs.1,00,000/- as advance deposit, paid through cheque bearing No.752241, said amount has been adjusted towards the rent due with consent of defendant. No amount is lying with the plaintiff. The defendant is still O.S. No.25289/2015 due after adjustment of deposit amount. The defendant is chronic defaulter from 15.09.2013 till date for 16 months, which come to Rs.1,92,000/-, instead of vacating schedule premises, tried to sublet the premises to third party.

On 02.02.2015, at about 9 a.m., plaintiff's wife had approached the defendant and demanded for payment of arrears of rent, at that time, the defendant abused in filthy language, on account of which, the plaintiff had lodged the complaint, Crime No.39/2015 has been registered for the offences punishable u/S 324, 506 and 307 of IPC.

The plaintiff has issued statutory notice on 10.02.2015 to the defendant for terminating the tenancy on 28.02.2015, called upon the defendant to quit and deliver the vacant possession of the schedule premises, demanded for arrears of rent of Rs.1,92,000/-, said notice duly served on the defendant on 11.02.2015, even after service of notice, the defendant did not paid arrears of rents and replied the notice. Even after termination of O.S. No.25289/2015 tenancy on 28.02.2015 the defendant continued illegally in possession of the schedule premises, for unlawful occupation of

suit premises the defendant is liable to pay monthly damages of Rs.20,000/- per month and arrears of rent of Rs.1,92,000/-. Hence, this suit.

3. In pursuance of summons, the defendant appeared through counsel and filed written statement stating that, the plaintiff's suit is not maintainable and court fee paid by the plaintiff is not sufficient, suit is barred by limitation, hence suit is liable to be dismissed. The defendant denied the entire case of the plaintiff parawise as false and contended that the suit filed by the plaintiff is liable to be dismissed with costs as suit is not maintainable. The defendant's case is that, the defendant is the tenant under the plaintiff in respect of the schedule premises measuring 30 x 50, bearing No.73, Basement Area, 4th Main, BSK I Stage, Srinivas Nagar, Bangaluru and running play group and day care in the name of M/s.Sree O.S. No.25289/2015 Anugraha Education Trust under rent agreement dated 10.12.2011 on monthly rent of Rs.12,000/-, for 11 months from 10.12.2011 on deposit of Rs.2,00,000/-, but the defendant requested the plaintiff for renewal of rent agreement after 11 months, the defendant did not heed the request of the defendant and taken back original rental agreement.

The plaintiff used to collect monthly rent from the defendant regularly by way of cash and there was no due. The defendant has paid upto date rents. The plaintiff failed to issue receipt for having received monthly rents in spite of request made by the defendant. The defendant has paid upto date rent till December 2014. The plaintiff has started struggle to the defendant and tried to dispossess the defendant from the suit premises without any prior notice. All of sudden, on 1.2.2015 at about 9 a.m., the plaintiff came near the suit premises and gave a threat to dispossess the defendant from the suit premises. Further O.S. No.25289/2015 on 2.4.2015 the plaintiff and his wife tried to dispossess the defendant from the suit premises and abused in filthy language, on account of which the defendant had lodged the complaint before the jurisdictional police and on complaint of the defendant the police authority has registered the crime against the plaintiff for the offence punishable u/S 34, 504, 324, 342, 354 of IPC. Further contended in the written statement that the defendant has filed suit O.S. No.1214/2015 on the file of City Civil Court, Bangaluru, against the plaintiff and there was interim injunction order against the plaintiff in the said suit. Thus, the suit filed by the plaintiff is not sustainable and liable to be dismissed.

4. Initially this suit is filed before the CCH-29, in view of the Notification No.ADM-I(A)413/2018, dated 31.7.2018, this case has been transferred to this court as per order dated 13.8.2018 from CCH-29. And suit was called out in this court for the first time on 20.08.2018.

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5. On basis of pleadings of the parties, my learned Predecessor has framed the following issues:-

ISSUES

1. Whether the plaintiff proves that the tenancy of the defendant is duly terminated?

2. Whether the plaintiff proves that he is entitled for delivery of vacant possession of the schedule premises under his occupation?
3. Whether the plaintiff further proves that the defendant is liable to pay Rs.92,000/- towards the arrears of rent?
4. Whether the plaintiff further proves that the defendant is liable to pay Rs.20,000/- per month towards future damages till he vacates the schedule premises?
5. Whether the plaintiff further proves that the defendant is trying to sub-

O.S. No.25289/2015 let the plaintiff schedule property?

6. Whether the plaintiff is entitled for the reliefs claimed?

7. What order or decree?

6. The plaintiff is examined as P.W.1 by filing affidavit in lieu of examination in chief and got marked Ex.P.1 to P.11 and P.W.1 was cross-examined by the learned counsel for the defendant. Thereafter, suit was posted for evidence of defendant, after giving sufficient opportunity to the defendant, the evidence of defendant side was taken as Nil and posted for argument.

7. Heard argument on plaintiff side. After giving sufficient opportunity to the defendant for argument, argument on defendant side is taken as heard.

8. I have perused oral and documentary evidence led by the plaintiff and considered the argument of the learned counsel for the plaintiff and I have also perused material placed before the court.

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9. My answer to the above issues are as follows:-

Issue No.1: In the Affirmative, Issue No.2: In the Affirmative, Issue No.3: In the Affirmative, Issue No.4: In the Negative, Issue No.5: In the Negative, Issue No.6: Partly in the Affirmative, Issue No.7: As per the final order, for the following:-

REASONS

10. ISSUE Nos.1 & 2: Both these issues are inter- connected to each other, in order to avoid repetition, I proposed to answer both these issues commonly. In order to prove his case the plaintiff is examined as P.W.1 and got marked Ex.P.1 to P.11. P.W.1 deposed by filing affidavit in lieu of examination in chief, reiterating the entire averments of the plaint. P.W.1 deposed before the court that, he is the absolute owner and in possession of the suit schedule property and as such, the defendant is tenant under the plaintiff on monthly rent of Rs.12,000/- on O.S. No.25289/2015

deposit amount of Rs.1,00,000/-, which can be adjusted for monthly rent as per the rent agreement dated 10.10.2011. Even after adjustment of arrears of rent, there was due of Rs.92,000/-. Thereafter, the defendant fell defaulter in payment of monthly rents. The defendant has not paid monthly rent from 15.9.2013 for 16 months amounting to a sum of Rs.1,92,000/- as on the date of filing of the suit.

11. The defendant had agreed to adjust the rent with deposited amount. Thus, the plaintiff has adjusted the rent with the deposited amount. The defendant has damaged the suit premises and not paid water bills regularly. The plaintiff has given legal notice and terminated the tenancy on 28.02.2015. Even after termination the defendant is continued in the occupation of suit premises unlawfully. Hence, there is a due of arrears of rent and the defendant is liable for damages for use of suit premises after termination of lease.

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12. In support of oral evidence, the plaintiff has produced as many as 11 documents, which have been marked at Ex.P.1 to P.11. Ex.P.1 is the khatha certificate dated 15.12.2010, Ex.P.2 is the khatha extract dated 15.12.2010, Ex.P.3 is the suvarna khatha certificate issued by the BBMP on 14.12.2010 in favour of the plaintiff, Ex.P.4 is the receipt for having paid Rs.4,500/- to the competent authority, Ex.P.5 is the legal notice dated 10.2.2015, Ex.P.6 is the acknowledgement, Ex.P.7 is the original registered sale deed dated 17.2.2010, Ex.P.8 is the original bank passbook, Ex.P.9 is the water bill, Ex.P.10 is the original passbook of Bank of Baroda stands in the name of plaintiff and Ex.P.11 is the original cheque issued by the defendant in the name of plaintiff on 15.1.2014.

13. P.W.1 deposed that he is absolute owner of the property bearing No.73, situated at 4th Main, BSK I Stage, Srinivasanagar, Bangaluru. Ex.P.7 is the original sale deed dated 17.02.2010, under which the plaintiff become O.S. No.25289/2015 owner of the property referred supra and Ex.P.1 and P.2 are the khatha certificate and khatha extract, stands in the name of plaintiff in respect of property referred supra and Ex.P.3 and P.4 are the Suvarna khatha and tax paid receipt stands in the name of plaintiff.

14. I have perused Ex.P.1 to P.4 and Ex.P.7, on perusal of the same, it is clear that, plaintiff is the owner of property referred supra including the suit schedule premises. Ex.P.7 has got presumptive value u/S 17 of the Registration Act and Ex.P.1 to P.4 are the revenue records, which have got presumptive value u/S 35 of the Indian Evidence Act.

15. It is specific case of the defendant that, the defendant is tenant under the plaintiff in respect of basement floor of the property referred supra and portion in which the defendant is residing as a tenant under the plaintiff as per unregistered rental agreement dated 10.10.2011, is described as suit premises, on monthly rent O.S. No.25289/2015 of Rs.12,000/- and the defendant has deposited Rs.1,00,000/- as a security for the rent through cheque No.752241.

16. Thereafter, the defendant failed to pay the monthly rent of Rs.12,000/-, hence, with consent of the defendant, the plaintiff has adjusted the arrears of rent with deposited amount. Even after

adjustment, the arrears of rent of Rs.92,000/- was due.

17. Thus, the defendant is a chronic defaulter in payment of rent, the defendant has not paid rent from 15.9.2013 for 16 months and as on the date of filing of the suit, there was arrears of rent of Rs.1,92,000/-. When the plaintiff has demanded for arrears of rent, at that time, the defendant agreed to quit and vacate and deliver the vacant possession of the suit premises to the plaintiff. Thereafter, the defendant failed to hand over vacant possession of suit premises to the plaintiff and finally the plaintiff got issued statutory notice to the defendant terminating the tenancy O.S. No.25289/2015 on 28.2.2015 and demanded the defendant to quit and deliver the vacant possession of the suit premises, same was served on the defendant on 11.2.2012.

18. Ex.P.5 is the statutory notice issued by the plaintiff to the defendant and terminated the tenancy on expiry of 28.2.2015. Now it is relevant to extract para-3 and 4 of Ex.P.5, which reads thus:

"3. My client instructs me that my client has terminated your tenancy on the expiry of 28 th February 2015 and you are hereby directed to quit, vacate and deliver the vacant possession of the schedule premises on the expiry of 28th February 2015 and to pay the arrears of rent, as stated supra and failing to vacate the schedule premises on the expiry of the said date, your occupation will be treated unauthorized and thereby, you are liable to pay the damages at the rate of Rs.20,000/- (Rupees O.S. No.25289/2015 twenty thousand) per month for the use and occupation of the schedule premises and till you quit, vacate and hand over the vacant possession of the schedule premises.

Hence, you are hereby called upon to quit, vacate and deliver the vacant possession of the schedule premises on the expiry of 28th February 2015 and even after your tenancy is determined, if you fail to quit, vacate and deliver the vacant possession of the schedule premises, your occupation of the schedule premises will be treated as unauthorized and illegal and thereby, you are liable to pay damages at the rate of Rs.20,000/- (Rupees twenty thousand) per month, which being the prevailing rent in the area and you are hereby directed to pay all arrears of rent as on date amounting to sum of O.S. No.25289/2015 Rs.1,92,000/- (Rupees one lakh ninety thousand). Despite this statutory notice, if you fail to comply, my client will be constrained to take appropriate action against you in the competent court of law holding you responsible for all the costs and consequences incurred thereon."

19. Ex.P.6 is the postal acknowledgement, which clearly establishes that the statutory notice issued by the plaintiff was served on the defendant on 11.2.2015. Even after termination of tenancy by issuing statutory notice the defendant has continued in the occupation of suit premises unlawfully. I have perused the case of the defendant in his written statement. On perusal of the same, it is clear that, the defendant has admitted the jural relationship with plaintiff as landlord and tenant and admitted the rental unregistered agreement dated 10.10.2011 and also O.S. No.25289/2015 admitted in the written statement that he is in schedule premises as a tenant on

monthly rent of Rs.12,000/- under unregistered rental agreement. Further he has taken defence that he has paid Rs.2,00,000/- as a deposit and he used to pay monthly rent of Rs.12,000/- to the plaintiff upto date. The plaintiff failed to issue receipt for having received monthly rent of Rs.12,000/-, despite request of the defendant. Further he contended that the plaintiff and his wife has abused and tried to dispossess the defendant from suit premises without any cause and the plaintiff has issued notice to the defendant. On account of which, the defendant has filed suit against the plaintiff for injunction and there was an interim order against the plaintiff in the said suit. Hence, the suit filed by the plaintiff is not sustainable under law.

20. On careful perusal of the material placed before the court and undisputed fact extracted supra, it is clear that, the possession of the defendant in the suit premises O.S. No.25289/2015 as a tenant and rate of monthly rent, issuance of statutory notice is not in dispute. Further it is not in dispute that the defendant is in possession in the suit premises as a tenant under unregistered rental agreement dated 10.10.2011 and the defendant is in possession of premises from 10.10.2011. These admitted facts need not be proved as per Section 58 of the Indian Evidence Act.

21. But, the defence of the defendant is that after 11 months from the date of unregistered rental agreement, the plaintiff has not renewed the lease and took the original unregistered rental agreement and same is with the plaintiff. But, plaintiff has contended that the original unregistered rental agreement was misplaced, hence not produced before the court. That apart, the jural relationship between the plaintiff and defendant and rental agreement and possession of the defendant in the suit premises as a tenant from 10.10.2011, on monthly rent of Rs.12,000/- is not in dispute. Hence, the non-production O.S. No.25289/2015 of unregistered rental agreement is not fatal to the case of the plaintiff.

22. Now it is relevant to appreciate Ex.P.5 Statutory Notice issued by the plaintiff to the defendant on 10.2.2015, calling upon the defendant to pay arrears of rent and hand over vacant possession of suit schedule premises. Same was served on the defendant as per Ex.P.6. This clearly establishes that the plaintiff has terminated the tenancy in accordance with provisions of Section 111 of Transfer of Property Act. The rental agreement is for a period of 11 months, which is not required to be registered compulsorily as per Section 107 of Transfer of Property Act.

23. Hence, as already extracted the admitted facts, which are binding on the parties to the contract; i.e., the present plaintiff and defendant. Further it is also clear from Ex.P.6 Acknowledgement issued by the plaintiff to the defendant that the relationship between the plaintiff and O.S. No.25289/2015 defendant as landlord and tenant is not in dispute. Further Ex.P.5 & P.6 are clearly establishes that the plaintiff has terminated the tenancy in terms of undisputed rental agreement and in accordance with the provisions of Section 111, 106 and Section 107 of Transfer of Property Act. Thus, on perusal of the oral and documentary evidence, I am of the

opinion that plaintiff has proved that the plaintiff has terminated the tenancy in accordance with law and plaintiff is entitled for vacant possession of suit premises.

24. On perusal of the order sheet it is seen that on 18.11.2019 the defendant has filed a memo and handed over key of suit property to the plaintiff and plaintiff has received the same, but there is no endorsement as to whether the defendant has handed over the physical possession of suit property to the plaintiff. Hence, in order to avoid technicality and to avoid the multiplicity of the proceedings, it is just and necessary to hold that the O.S. No.25289/2015 plaintiff is entitled for physical possession of suit schedule property. With this observation, I answer issue Nos.1 and 2 in the Affirmative.

25. ISSUE Nos.3 & 4: Both these issues are interconnected to each other, in order to avoid repetition, I proposed to answer both these issues commonly. It is specific case of the plaintiff that the defendant is a tenant under the plaintiff as per rental agreement dated 10.10.2011, in terms of rental agreement and admitted facts, the defendant has to pay monthly rent of Rs.12,000/-, excluding electricity and water charges.

26. The plaintiff has claimed arrears of rent of Rs.92,000/- after deduction of arrears of rent in deposited amount of Rs.1,00,000/-. Further the plaintiff has contended in para-4 of the plaint that, with consent of defendant the deposit amount has been adjusted with arrears of rent. Further as per plaintiff's case, the defendant has not paid monthly rent of Rs.12,000/- from O.S. No.25289/2015 15.09.2013 till date of filing; i.e., for 16 months, $\text{Rs.12,000/-} \times 16 = \text{Rs.1,92,000/-}$, same was adjusted with deposited amount of Rs.1,00,000/-. After deduction of Rs.1,00,000/- the arrears of rent is from 15.06.2014. Admittedly, key was handed over to the plaintiff during the pendency of the suit on 18.11.2019. Thus, the arrears of rent is from 15.6.2014 till 18.11.2019; i.e., date of handed over the key to the plaintiff, which is for a period of 5 years 5 months, which amounts to Rs.7,80,000/-. The defendant has deposited rent as per the order of this court dated 5.11.2016. The defendant has deposited rent in the court Rs.12,000/- on 5.11.2016, Rs.36,000/- on 6.1.2017, Rs.24,000/- on 25.4.2017, Rs.32,000/- on 20.6.2017 and Rs.40,000/- on 11.10.2018. Out of Rs.7,80,000/- the deposited amount as per the court order is to be deducted Rs.7,80,000/- - 1,44,000/- = Rs.6,36,000/-. Thus, the plaintiff is entitled for arrears of Rs.6,36,000/- from the defendant.

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27. Though the defendant has contended in the written statement that he has paid upto date rent and Rs.2,00,000/- deposit. But, the defendant did not choose to lead her evidence and did not choose to produce any documents to substantiate her defence that she has paid rent upto date and deposited Rs.2,00,000/-. Now it is relevant to extract the suggestion made by the learned counsel for the defendant to

P.W.1 in the cross- examination dated 12.3.2018, at 2nd para, which reads thus:

" 1.00
15.06.2014
02.02.2015
O.S. No.25289/2015
¢ ."

28. The suggestion extracted supra clearly establishes that the defendant has paid rent till 15.6.2014, thereafter he was undertaken to vacate the suit premises. But, as per the case of the defendant, the defendant is in possession and enjoyment of the suit premises as a tenant. No documents produced by the defendant to show that after 15.6.2014, he has paid rent. Further it is relevant to extract the suggestion of the learned counsel for the defendant to P.W.1 in cross-examination dated 12.3.2018, page-8, para-2, which reads thus:

" . 1,92,000-00 £ □
¥ 15.09.2013 16.03.2015 f 18
£ § §
i ✕ § O.S.
No.25289/2015 f
i f
✕ § □ ."

29. This suggestion of the learned counsel for the defendant to P.W.1 clearly establishes that there was arrears of rent from 15.9.2013 to 16.3.2014. The learned counsel for the plaintiff has produced memo of calculation and water bills during the argument.

30. The defence of the defendant is that there was a quarrel between the plaintiff's wife and the defendant, on account of which, the plaintiff has tried to dispossess the defendant from suit premises, hence the defendant has filed suit O.S. No.1214/2015 against the plaintiff and there was injunction order against the plaintiff in the said suit. Hence, the suit filed by the plaintiff is not sustainable. Now it is relevant to appreciate the cross-examination of P.W.1, dated 12.3.2018, page-10, in 2nd para, which reads thus:

O.S. No.25289/2015 " 10.02.2015
f □ □ 1214/2015 i - ¢
."

31. The defence of the defendant that she has filed suit O.S. No.1214/2015 against the plaintiff and there was injunction order against the plaintiff in the said suit, hence the present suit is not

maintainable, is denied by the plaintiff in the cross-examination. There is no document produced by the defendant to substantiate the defence taken in the cross-examination of P.W.1. If really, the defendant obtained injunction order against the plaintiff in O.S. No.1214/2015, she would have produce the same before the court. But, the defendant has not produced any document neither plaint nor any order against the plaintiff. Hence, the defence of the defendant is not proved.

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32. Further I have gone through the records, it is seen that on 5.10.2016 the plaintiff has filed IA u/S 151 of CPC seeking direction to the defendant to pay arrears of rent at the rate of Rs.12,000/- per month, which is due from 15.9.2013 on merits, same was allowed and the defendant is directed to deposit Rs.52,000/- within 28.10.2016 and defendant shall deposit Rs.12,000/- per month on 5th of every month and 1st of such payment shall be made by 5.11.2016. Further it is ordered that on failure of the defendant to comply the above said order, the plaintiff is at liberty to move the court to strike off the defence and observed that the order regarding the refund of amount or as to who is entitled to the said amount shall be passed at the time of final disposal of the case. Thus, it is clear that, this court has already accepted the rate of rent and date of due and directed the defendant to deposit the rents. Said order was not challenged. Hence, this court is of opinion that the plaintiff is entitled for arrears of O.S. No.25289/2015 rent from the date of 15.6.2014 at the rate of Rs.12,000/- per month.

33. The plaintiff has claimed the damages of Rs.20,000/- per month as mesne profits for wrongful use and occupation of schedule premises from the date of suit till the possession of the premises. It is well settled law that, if the materials available on the record are sufficient to assess the damages, then court can award the mesne profits. It is admitted fact that, the defendant is in possession of the suit premises as a tenant under the plaintiff under unregistered rental agreement dated 10.10.2011 on monthly rent of Rs.12,000/-. Thus, it is clear that the monthly rent of Rs.12,000/- is not in dispute. But, there is no documents produced by the plaintiff to show that he has incurred damages of Rs.20,000/- per month. Ofcourse, the plaintiff has claimed water and electricity charges and produced some documents at the time of argument, but these documents O.S. No.25289/2015 are not marked and these documents are not sufficient to hold that the plaintiff has proved damages of Rs.20,000/- per month. Hence, plaintiff failed to prove the damages of Rs.20,000/- per month. Thus, the plaintiff is entitle for Rs.12,000/- per month as discussed above.

34. On careful perusal of the materials placed before the court, it is clear that, the defendant has not paid monthly rent of Rs.12,000/- from 15.09.2013 till date of filing; i.e., for 16 months, Rs.12,000/- X 16 = Rs.1,92,000/-, same was adjusted with deposited amount of Rs.1,00,000/-. After deduction of Rs.1,00,000/- the arrears of rent is from 15.06.2014. Admittedly, key was handed over to the plaintiff during the pendency of the suit on 18.11.2019. Thus, the arrears of rent is from 15.6.2014 till 18.11.2019; i.e., date of handed over the key to the plaintiff, which is for a period of 5 years 5 months, which amounts to Rs.7,80,000/-. The defendant has deposited rent as per the order of this court dated 5.11.2016. The O.S. No.25289/2015 defendant has deposited rent in the court Rs.12,000/- on 5.11.2016, Rs.36,000/- on 6.1.2017, Rs.24,000/- on 25.4.2017, Rs.32,000/- on 20.6.2017 and Rs.40,000/- on 11.10.2018. Out of Rs.7,80,000/- the deposited amount as per the court order is to

be deducted Rs.7,80,000/- - 1,44,000/- = Rs.6,36,000/-. Thus, the plaintiff is entitled for arrears of Rs.6,36,000/- from the defendant. Hence, I answer issue Nos.3 in the Affirmative & issue No. 4 in the Negative.

35. ISSUE No.5: The plaintiff has contended that when the plaintiff and his wife has demanded for arrears of rent, at that time, the defendant took quarrel with the plaintiff and his wife, on account of which the plaintiff has lodged the complaint against the defendant and crime has been registered against the defendant. On the other hand, the defendant has contended that the plaintiff and his wife tried to dispossess the defendant from the suit premises, at that time, quarrel took place between the plaintiff and the O.S. No.25289/2015 defendant, on account of which, the defendant has lodged the complaint against the plaintiff and crime was registered against the plaintiff. Except this, there is nothing in the record to show that the defendant tried to sub-let the suit premises. Thus, plaintiff failed to prove that defendant is trying to sub-let the suit schedule property. Hence, I answer this issue in the Negative.

36. ISSUE No.6: The defendant appeared through counsel and filed written statement. The defendant has admitted the jural relationship and rental agreement, rate of rent per month and possession of the defendant over the suit schedule property as a tenant is also not in dispute, hence as already discussed in issue Nos.1 to 5, the plaintiff is entitled for the reliefs sought in the plaint as per the findings on issue Nos.1 to 5. Hence, I answer issue No.6 Partly in the Affirmative.

37. ISSUE No.7: In view of findings on issue Nos.1 to 6, I proceed to pass the following:-

O.S. No.25289/2015 ORDER The suit filed by the plaintiff is hereby partly decreed with costs.

Consequently, the defendant is hereby directed to pay arrears of rent of Rs.6,36,000/- within 45 days, if defendant failed to pay the arrears of rent within 45 days, then the defendant has to pay arrears of rent with 9% interest from the date of judgment till realization.

Further it is hereby directed the defendant to vacate and hand over the vacant possession of the suit property to the plaintiff within 45 days from the date of judgment, if the defendant has not handed over the physical vacant possession of suit premises to the plaintiff as on O.S. No.25289/2015 the date of handing over key to the plaintiff on 18.11.2019.

Draw decree accordingly.

(Dictated to the Stenographer directly on computer system, computerized by her, after online correction by me, printout taken by her and then pronounced by me in the open court on this the 22nd day of February, 2022).

(Yamanappa Bammanagi) 73rd Addl. CC & SJ, M.H.Unit, Bangaluru. (CCH-74) SCHEDULE PREMISES Basement floor of the premises bearing No. 73, 4 th Main,BSK 1st Stage, Srinivasanagar, Bengaluru- 560 050, measuring east to west 30 feet and north to south 50 feet comprising of one Hall and Toilet bounded on the:

East by: Road;

West by: Property No.74; North by: Property No.52; and on South by: Road.

(Yamanappa Bammanagi) 73rd Addl. CC & SJ, M.H.Unit, Bangaluru. (CCH-74) O.S. No.25289/2015 ANNEXURES List of witness examined for the plaintiff's side:

P.W.1 - Sri.M.Subramany List of documents exhibited for the plaintiff's side:

Ex.P.1&2	-	Certified Copy of Khatha certificate and Khatha extract
Ex.P.3	-	Certified copy of Suvarana Khatha
Ex.P.4	-	Tax paid receipt
Ex.P.5	-	Legal notice dated:10.02.2015
Ex.P.6	-	Postal acknowledgment
Ex.P.7	-	Certified copy of sale deed dated: 17.02.2010
Ex.P.8	-	Bank Pass book
Ex.P.9	-	Electricity bill and receipt
Ex.P.10	-	Bank Pass book of plaintiff
Ex.P.11	-	Cheque

List of witness examined for the defendant's side:

-NIL-

List of document exhibited for the defendant's side:

-NIL-

(Yamanappa Bammanagi) 73rd Addl. CC & SJ, M.H.Unit, Bangaluru. (CCH-74) 36 O.S. No.25289/2015 37 O.S. No.25289/2015 38 O.S. No.25289/2015 39 O.S. No.25289/2015 40 O.S. No.25289/2015 41 O.S. No.25289/2015 42 O.S. No.25289/2015