

KABC170009842024



**IN THE COURT OF LXXXVI ADDL. CITY CIVIL & SESSIONS JUDGE,
COMMERCIAL COURT, BENGALURU (CCH-87)**

Present: Sri Jithendranath C.S., B.A., LL.M.,
LXXXVI ADDL. CITY CIVIL & SESSIONS JUDGE
BENGALURU.

COM. O.S.No. 487/2024

Dated on this the 30th day of October, 2024

Plaintiffs M/s. PSSV Incorporation

(By Sri. C.R.R., Advocate)

// versus //

Defendant M/s. Davanam Jewellers Pvt. Ltd.

(By Sri. B.G., Advocate)

IN IA No.2

**Applicants/
Plaintiffs** M/s. PSSV Incorporation
Partnership Firm, Rep. by its
Partners

1. Smt.Pushpa Shailendra
W/o Late.L.Shailendra,
Aged 59 Years,

2. Smt.Sonal Shailendra
D/o Late.L.Shailendra,
Aged 35 years,

3. Sri.Vikyath.S.Latchmaiah,
S/o Late.L.Shailendra,
Aged 29 Years,
All Are Residing At No.5,
Sathyanarayana Temple Street,
Halasuru, Bengaluru-560 008.

// versus //

**Opponent/
Defendant**

M/s Davanam Jewellers Pvt Ltd.
No.8, Commercial Street Junction,
Kamraj Road, Earlier Known as
Cavalry Road, Civil Station,
Bengaluru-560 042.
Represented by its Director
Sri.D.V.Arvind.

ORDER

Plaintiffs being the wife and children of deceased Sri.L. Shailendra, who died on 29.10.2020 have filed the present suit against M/s Davanam Jewelers Pvt Ltd., represented by its Director Sri.D.V.Arvind seeking eviction of the defendant from the suit property situated in Kamaraj Road, Bengaluru, measuring 25 feet X 60 feet wherein the defendant running a jewelry shop.

2. The plaintiffs' case is that deceased Sri.L.Shailendra, being the owner of the said property had entered into a lease deed dated 28.03.2007 with the defendant and leased out the suit property on monthly rental basis. Since there was a mistake in the lease deed the same was duly rectified by way of registered Rectification Deed dated 25.05.2007. After the death of Sri.L.Shailendra the plaintiffs being his sole surviving legal heirs have formed a partnership firm in

the name of M/s PSSV Incorporation and upon their request the defendant started paying rents to them in the name of partnership firm. The plaintiffs allege that the defendant have not paid the rent from October 2022 to November 2023 and therefore, they have issued quit notice U/s 106 of Transfer of Property Act and inspite of that the defendant neither paid the arrears of rent nor vacated the suit premises and therefore, they constrained to file the present suit.

3. In the background of aforesaid facts and circumstances, the plaintiffs have filed IA No.2 U/s 151 of CPC to direct the defendant to pay or deposit the arrears of monthly rent from October 2022 till date pending disposal of the suit.

4. The advocate for the defendant filed his objections to IA No.2 and also requested the court to read the Written Statement averments as part and parcel of the objections.

5. Heard both the sides.

6. The following points arise for court's consideration;

1. *Whether the plaintiff has prima-facie made out that the defendant has not paid the agreed rents from October 2022 and if so, whether the defendant shall be directed to pay the arrears of rent as claimed?*

2. *What order ?*

Point No.1 :

7. In the written statement the defendant admitted that deceased Sri.L.Shailendra was the owner of the suit property and he had entered into lease agreement with the defendant, subsequently the same was rectified etc. The defendant also admitted that after the death Sri.L.Shailendra the plaintiffs being his LR's became the owners and the defendant started paying rent to the plaintiffs' partnership firm. The defendant however, denied the fact asserted by the plaintiffs that the defendant became defaulter from October 2022. The defendant stated that the plaintiffs had requested the defendant to pay rent in cash for few months on the guise of saving money in taxes. The plaintiff had also assured the defendant that the lease agreement would be extended for further period of 15 years. In order to maintain the cordial relationship with the

plaintiffs, the defendant agreed to make payment in cash. In the written statement, the defendant nowhere stated that he has paid the rent by way of cash. For the first time in the objections filed to I.A.No.2 it is stated that the defendant has paid the rents by way of cash. The defendant has not produced any acknowledgment issued by the plaintiff for having received the rent by way of cash. Therefore, at this juncture, the version of plaintiffs is more probable one that the defendant has not paid rents from October 2022. This inference, however, is not final but the same is subjected to final result of the suit. Since the defendant has admitted the jural relationship and they are continued to be enjoying the suit property as tenants are duty bound to pay the arrears of the agreed rent.

Point No.2 :

8. For the forgoing reasons, the court proceed to pass the following;

ORDER

IA No.2 filed by the plaintiffs under Section 151 of C.P.C. is hereby allowed.

It is hereby directed the defendant to deposit in the court the agreed monthly rent from October 2022 till October 2024 within 15 days from the date of this order.

The defendant shall deposit the monthly rents regularly in the court from month of November 2024.

*[Dictated to the Stenographer, transcribed by him, corrected and signed by me then pronounced in the Open Court, dated this the **30th day of October, 2024**]*

(Jithendranath C.S.)

LXXXVI ACC & SJ, (Commercial Court)
Bengaluru