

**IN THE COURT OF THE PRINCIPAL SENIOR CIVIL
JUDGE, HUBBALLI**

Present:
Sri. Yamanappa Karehanumanthappa,
Prl. Senior Civil Judge, Hubballi.

OS No.416/2023

Dated this the 3rd day of December - 2025

Plaintiffs : Smt. Goura W/o. Gopal Belagavi and
others.

.Vs.

Defendant : Tulasidas S/o. Parashuram Kabadi.

PARTIES TO IA No.III

**Applicant
(Defendant)** : Tulasidas S/o. Parashuram Kabadi.

.Vs.

**Opponents
(plaintiffs)** : Smt. Goura W/o. Gopal Belagavi and
others.

PARTIES TO IA No.XIII

**Applicants
(plaintiffs)** : Smt. Goura W/o. Gopal Belagavi and
others.

.Vs.

**Opponent
(defendant)** : Tulasidas S/o. Parashuram Kabadi.

ORDER ON IA No.III AND XIII

The Advocate for defendant has filed I.A. No.III
U/Section 151 of C.P.C. praying that this court to pass

suitable order for either depositing the admitted rent of ₹10,000/- p.m. as per the original registered lease deed dated 25.08.1982 in the court or adjusting the excess amounts paid by the defendant from time to time to the plaintiffs and also even the payments made during the negotiations of fresh lease talks i.e. after 01.09.2022 to the plaintiffs to avoid inconveniences and also in the interest of justice and equity.

2. Along with the application the defendant has filed affidavit stating that the court may pass suitable order for either depositing the admitted rent of ₹10,000/- p.m. as per the original registered lease deed dated 25.08.1982 in the court or adjusting the excess amounts paid by the defendant from time to time to the plaintiffs and also even the payments made during the negotiations of fresh lease talks i.e. after 01.09.2022 to the plaintiffs to avoid inconveniences. Further he has stated that the plaintiffs have received an amount of ₹13 lakhs by way of cheque through account as well as through cash with the clearest understanding that the said amounts shall be adjusted in future lease period rent and also plaintiffs assured to the effect that they have to extend the lease period as well as registered the lease deed. Therefore, he has paid an amount of ₹3,80,000/- even after the alleged termination notice as per the demands of the plaintiffs. Hence, court may pass suitable order.

3. The counsel for plaintiffs has filed objection contending that the application is not maintainable. He has contended that they have mentioned in the plaint about the two agreements dated 25.08.1982 and another dated 20.12.1995. In fact both lease agreements would come to an end after 40 years. But in the supplementary lease deed dated 20.12.1995 rent was fixed and there is a specific mention in the agreement as to the rate of rent to be paid by late Parashuram Yallappa Kabadi the father of present defendant, he has agreed to pay the rent apart from the ground rent of ₹10,000/- and also agreed for the enhancement of the rent i.e. from 01.01.1996 to 31.12.1996 ₹10,000/-, from 01.01.1997 to 31.12.1997 ₹10,000/-, from 01.01.1998 to 31.12.1998 ₹14,000/-, from 01.01.1999 to 31.12.1999 ₹18,000/-, from 01.01.2000 to 31.12.2000 ₹22,000/-, from 01.01.2001 to 31.12.2001 ₹26,000/-, from 01.01.2002 to 01.01.2007 ₹30,000/- and from then onwards till completion of lease period 10% increment every 5 years. Presently the defendant is paying rent of ₹53,240/- by way of electronic transfer every month. Under these circumstances defendant cannot be contend that he is paying only ₹10,000/- every month. The defendant has not paid the rent since May 2023. Hence, he prayed to reject the application.

4. The counsel for plaintiff has filed IA No.13 U/o.39 Rule 10 r/w. Section 151 of C.P.C. praying that the defendant may kindly be directed to deposit the entire

arrears of rent forthwith as per the list furnished by the plaintiff in the interest of justice and equity.

5. Along with the application the plaintiff No.1 has filed affidavit stating that the tenancy of the defendant has come to an end by efflux of time and he is in illegal and unauthorized possession of suit property. Since from 2022 the defendant has not paid the admitted rent to the plaintiff. The defendant is duty bound to pay agreed rent to the plaintiff as per rent agreement. The defendant has committed the default in paying the admitted rent. Till today in spite of repeated request he has neither paid the rent nor deposited the admitted rent before the court. Hence, the defendant may kindly be directed to deposit the arrears of rent as per the separate list furnished and prayed to allow the application.

6. The counsel for defendant has filed objection contending that the application the application filed by Advocate for plaintiff is not maintainable either in law or on facts. The defendant in his counter claim denied the quantum of lease rent. The plaintiffs have accepted the enhanced lease rent from one of the L.Rs. of original lessee at the rate of ₹1,40,000/- per month from January 2023 upto April 2023 on the assurance of plaintiffs for extension of lease period for 18 to 19 years and also on promise and assurance of execution and registration of further period of lease deed. When the plaintiff denied the execution of

registered lease deed, lessee stopped the payment of lease rent amounts. As per the registered lease deed dated 03.09.1982 and admission of PW.1 lease amount is ₹10,000/- per month from 03.08.2022 to 02.09.2022 and as per admission of PW.1 the lease deed dated 03.02.1997 is unregistered and invalid document and cannot be considered. The plaintiffs have not specifically pleaded the arrears of lease rent in the first suit OS No.730/2022. The plaintiffs have admitted that they have received ₹1,40,000/- p.m. lease rent in January 2023, ₹76,000/- in February 2023, ₹1,00,000/- in March 2023 and also ₹98,000/- in April 2023 and said amounts may kindly be adjusted towards lease rent amount of rent as per registered lease deed dated 03.09.1982. The plaintiffs admitted that they have received the sum of ₹13,00,000/- through cash at the time of marriage of son of PW.1 and said amount may kindly be adjusted towards lease rent as per the registered lease deed dated 03.09.1982. After the trial this court can come to the specific conclusion of the real and true facts and circumstances in respect of actual amounts received by the plaintiffs from the original defendant and his sons. Hence, prayed to reject the application.

7. Heard and perused the records. The following points arise for my consideration:

1. Whether the plaintiffs have made out a ground that the defendant has failed to pay

the payment of rent as stated in the application?

2. Whether the defendant has made out a ground that the agreement of lease deed dated 03.09.1982 is valid and Ex.P.7 dated 03.02.1997 is invalid and cannot be enforced?

2. What order?

8. My findings to the above points are as under:

1. In the Negative.
2. In the Affirmative.
3. As per final order, for the following:

REASONS

9. **Points No.1 and 2:** The plaintiffs have filed this suit against defendant for eviction from the suit schedule property. As per revenue records and I.A. No.3 the defendant is lessee. The rent agreement registration is mandatory and lease of more than 12 months is if not registered the same would be null and void. As per Section 107 of T.P. Act and Section 17(1) (d) and 49 of Registration Act the lease deed for a term exceeding one year must be registered compulsorily. If not registered the said deed cannot be used as evidence. This means that the court cannot enforce the terms specified in the unregistered deed, such as the duration of lease or the agreed upon rent. Therefore, while the deed can established the existence of a

tenancy, if it is unregistered, it can be used to prove the agreed upon rent rate for deposit order.

10. The counsel for the defendant has relied the following judgments:

1. (1995) 5 SCC 314, (2). (1985) 1 SCC 369, (3). (4). (2018) 7 SCC 646, Shyam Narayan Prasad -vs- Krishna Prasad and others, (5) AIR 1977 Kar. 50, (6). (2008) 8 SCC 564, (7) AIR 1978 Goa, Daman and diu 19, (8) AIR 2018 (NOC) 136, (9) AIR 1960 Allahabad 420, (10) AIR 1980 Allahabad 180, (11) AIR 1936 Calcutta 628, (12) AIR 1974 Rajasthan 178, (13) AIR 2018 CC 3152, (14) Civil Revision No.2980/2009, Harilal -vs- Ramlal, (15) AIR 2020 SC 2256, (16) AIR 1958 SC 532, (17) AIR 1949 Nagpur 218, (18) AIR 1963 Allahabad 568, (19) (2019) 3 SCC 191 and (20) (2008) 8 SCC 564.

11. This court has not touched the evidence of the parties, because there is a dispute with regard to validity of agreement- Ex.P.10, the advance payment made by the defendant, whether the defendant has paid the amount for the rent purpose or not and as per Ex.P.10 the defendant has paid the amount since from 1997 till 2022 or not. These are the facts to be decided by this court after full pledged trial. Without completion of trial, these facts cannot be decided at this stage. Admittedly, the defendant's father has not disputed Ex.P.10 since from 1997 during his lifetime. The defendant is in illegal possession if he has disputed Ex.P.10. No doubt without due course of law the defendant cannot be

evicted from the suit property. Though the father of defendant during his lifetime till 2019 has not disputed Ex.P.10, after the death of original lease holder the L.R. of lessee disputed Ex.P.10. Therefore, at this stage without touching the merit of the case the defendant is permitted to deposit admitted rent as per Ex.P.1 from 2022. The plaintiff is at liberty to prove the validity of agreement of rent- Ex.P.10. If the plaintiff succeeded, then this court will pass suitable order while passing the judgment with regard to arrears of rent. Hence, I answer **point No.1 in Negative and point No.2 in Affirmative.**

12. **Point No.3:** In view of my answer to point No.1 and 2 as stated above, I proceed to pass the following;

ORDER

The I.A. No.III filed by the defendant U/s.151 of C.P.C. is hereby allowed.

The defendant is permitted to deposit arrears of rent as prayed in the application.

The I.A. No.14 filed by the plaintiff U/o.39 Rule 10 r/w. Section 151 of C.P.C. is hereby rejected.

(Dictated to the Stenographer directly on computer, computerized by her, script corrected directly on computer and then pronounced by me in the Open Court on this the **3rd day of December – 2025**)

(Yamanappa Karehanumanthappa)
Prl. Senior Civil Judge, Hubballi.