

**THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**MONDAY, THE FIFTH DAY OF JANUARY
TWO THOUSAND AND TWENTY SIX**

:PRESENT:

THE HONOURABLE SMT JUSTICE RENUKA YARA

**IA No. 2 OF 2025
IN
SA NO: 216 OF 2025**

IA No. 1 OF 2025:

Between:

1. D. Swaroopa, W/o. D.Veeraiah
2. D. Veeraiah, S/O. D. Veeraiah

...Appellants/Defendants
(Appellants in SA 216 OF 2025
on the file of High Court)

AND

Srikanth Bung, S/o. Kishan Bung, Occ. Business R/o. H.No.6-3-596/63/8/2,
Venkataramana Colony, Somajiguda, Hyderabad.

...Respondent/Plaintiff
(Respondents in-do-)

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant interim stay on operation of judgment and decree passed by Principal Senior Civil Judge, R.R District, L.B. Nagar, in O.S.No.561 of 2014 dt. 13-07-2021 and confirmed by VI Addl. District Judge. R.R District, Kukatpally by dismissing AS No.21 of 2021 dt. 21.02.2025, pending disposal of SA No.216 of 2025, on the file of the High Court.

IA No. 2 OF 2025:

Between:

Srikanth Bung, S/o. Kishan Bung.

...Petitioner/Respondent /Plaintiff
(Respondent in SA 216 OF 2025
on the file of High Court)

AND

1. D. Swaroopa, W/o. D.Veeraiah Aged about 66 Yrs. Occ. Household
2. D. Veeraiah, S/O. D. Veeraiah Aged about 76 Yrs. Occ. Business

Both are R/o. 2-164/01, Sy.No. 58, Gopanpalli Village, Serilingampally
Mandal Ranga Reddy District

...Respondents/Appellant /Defendants
(Appellants in-do-)

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to vacate the interim orders passed in I.A.No.1 of 2025 IN SA 216/2025 dated 01.05.2025 thereby dismissing the I.A.No.1 of 2025 in the interest of justice, pending disposal of SA No. 216 of 2025, on the file of the High Court.

The petition coming on for hearing, upon perusing the Petition and the affidavit filed in support thereof and the order of the High Court dated 01.05.2025 made in I.A.No.1 of 2025 and 22.09.2025 made herein and upon hearing the arguments of Sri L HARISH Advocate for the Appellants in I.A.No.1 of 2025 and Respondents in I.A.No.2 of 2025 and Sri Murlinarayan Bung Advocate for the Respondent in I.A.No.1 of 2025 and Appellant in I.A.No.2 of 2025.

The Court made the following
ORDER

In pursuance of this Court's docket order dated 22.09.2025 directing the appellants/tenants/ defendants to pay 50% of arrears of rent to the respondent/landlord/plaintiff within one month of filing of calculation memo, calculation memos were to be filed by 13.10.2025.

The appellants/tenants as well as respondent/ landlord have filed their respective calculation memo with huge difference in the amounts to be paid as arrears of rent.

When the respective calculation memos are perused, it is seen that the calculation memos are filed by interpreting the decrees passed by the learned Trial Court to suit their respective purposes. Primarily, the difference in calculation memos is arising with respect to interest rate to be paid at 18% per annum from the date of filing of the suit till the date of realization.

In that context, it is relevant to peruse the findings in the judgment and decree passed by the Trial Court in O.S.No.561 of 2014, wherein, it is held as follows:

“(b) That the defendants are hereby directed do pay sum of Rs.40,000/- as the arrears of rents (court fee is paid on Rs.40,000/- and not for Rs.90,000/-).

(c) That the defendants are hereby directed do pay sum of Rs.90,000/- as the arrears of mesne profits (Court fee is paid on Rs.90,000/-) till 31.03.2014 with interest at the rate of 18% per annum from the date of filing the suit till the date of realization.

(d) That the defendants are hereby directed to pay future mesne profits, which can be assessed in a separate application (no court fee is paid for future mesne profits).

That the defendants are hereby directed do pay a sum of Rs.18,020/- to the plaintiff towards costs of the suit.”

In the above judgment and decree, the learned Trial Court granted interest at 18% per annum at finding No.(c). This interest rate according to the appellants/tenants is applicable only to arrears of mesne profits but not arrears of rents as no interest rate is mentioned at finding No.(b), wherein, arrears of rents are directed to be paid.

According to the appellants/tenants, as per finding No.(b), the learned Trial Court directed them to pay only arrears of rents sans interest whereas according to the respondent/landlord, the interest rate given at finding No.(c) is applicable to both arrears of rents as well as mesne profits.

In the Second Appeal, grant of mesne profits without enquiry and proof as to the quantum granted is challenged. Therefore, there is no question of payment of mesne profits until the Second Appeal is disposed of. What remains to be paid to the respondent/landlord is only arrears of rents.

In normal course, even when mesne profits are not granted, whenever arrears of rents are granted, interest is also granted thereon.

The contention of the appellants about the interest being applicable only to mesne profits is untenable. In fact it is the rents which are legitimate amounts to be paid for usage of the suit schedule properties by the appellants. Therefore, applicability of interest at 18% per annum to mesne profits and not rents as contended by the appellants is unsustainable. The appellants have to pay arrears of rents as well as interest thereon for using the suit schedule properties from April, 2013 to June, 2021. The entitlement of the respondent for payment of

mesne profits and interest thereon shall be decided after disposal of the Second Appeal.

The interest rate mentioned by the learned Trial Court at finding No.(c) is meant for both the arrears of rents as well as mesne profits. It is not possible that interest is granted on mesne profits but not on arrears of rents which is legitimate entitlement of the respondent. Therefore, the stand taken by appellants is not sustainable and the appellants are directed to pay arrears of rent together with interest at 18% per annum on said arrears of rents i.e. appellants are directed to pay 50% of the arrears of rents with interest as per calculation memos filed by the respondent within one month from today. In case of failure to pay the said amount, the interim stay granted on 01.05.2025 shall stand vacated automatically.

Accordingly, this application is ordered

SD/- T. SRINIVAS REDDY
ASSISTANT REGISTRAR

//TRUE COPY//


SECTION OFFICER

To,

1. The Principal Senior Civil Judge, R.R District, L.B. Nagar.
2. The VI Addl. District Judge, R.R District, Kukatpally.
3. One CC to SRI. L HARISH Advocate [OPUC]
4. One CC to SRI. Murlinarayan Bung Advocate [OPUC]
5. One spare copy

HIGH COURT

RY, J

DATED:05/01/2026

ORDER
I.A.No.2 of 2025
IN
SA.No.216 of 2025

DIRECTION

