



IN THE HIGH COURT OF KARNATAKA AT BENGALURU
DATED THIS THE 26TH DAY OF FEBRUARY, 2026
BEFORE
THE HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM
REGULAR FIRST APPEAL NO.2699 OF 2024 (MON)

BETWEEN:

1. SRI. B. RAJESH
S/O LATE T.D. BASAPPA
AGED ABOUT 48 YEARS
PROP. OF MES GURUKULA COACHING CENTER
NO. 56/56, 3RD FLOOR
PUSHPAGIRI COMPLEX, 17TH CROSS
8TH MAIN, M.C. LAYOUT
VIJAYANAGARA, BENGALURU-560 040.

AND ALSO RESIDING AT
FLAT NO.202, C BLOCK
RAHEJA APARTMENT, MAGADI MAIN ROAD
BENGALURU - 560 079.

...APPELLANT

(BY SRI. VINAY KEERTHY .M, ADVOCATE FOR
SRI. PRABHU S. PUJAR, ADVOCATE)

AND:

1. SMT. HEMALATHA .B
W/O. DR. NAGARAJ
AGED ABOUT 44 YEARS
R/AT NO. 662/1, 10TH D MAIN
DR. RAJAKUMAR ROAD
RAJAJINAGAR, 6TH BLOCK
BENGALURU - 560 010.

...RESPONDENT

(BY SRI. LAKSHMIKANTH .K, ADVOCATE)





THIS RFA IS FILED UNDER ORDER 41 RULE 1 R/W SEC.96 OF CPC., AGAINST THE JUDGMENT AND DECREE DATED 15.11.2024 PASSED IN OS NO.6830/2019 ON THE FILE OF XIV ADDITIONAL CITY CIVIL AND SESSIONS JUDGE, BENGALURU., DECREERING THE SUIT FOR EVICTION, RECOVERY OF ARREARS OF RENTS AND FOR DAMAGES.

THIS APPEAL, COMING ON FOR ADMISSION, THIS DAY, JUDGMENT WAS DELIVERED THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE SACHIN SHANKAR MAGADUM

ORAL JUDGMENT

The captioned appeal is filed by the defendant - Tenant assailing the order dated 15.11.2024 of eviction and also the damages determined at the rate of ₹30,000/- per month on the file of the XIV Additional City Civil and Sessions Judge, Bengaluru in O.S.No.6830/2019.

2. For the sake of brevity, the ranks of the parties are referred as per their rankings before the Trial Court.

3. Facts leading to the case are as under;

The plaintiff instituted the suit seeking eviction of the defendant from the suit schedule premises, recovery of arrears of rent amounting to ₹1,16,362/- and future



damages at the rate of ₹30,000/- per month. It was specifically pleaded that the defendant had taken the suit premises on rent for the purpose of running a coaching centre and had agreed to pay a monthly rent of ₹19,800/-. The plaintiff further contended that, as per the agreement between the parties, the rent was liable to be enhanced by 8% once every two years. According to the plaintiff, the defendant committed default in payment of rent and thereby accumulated arrears amounting to ₹1,16,362/-. It was also pleaded that the defendant had issued two cheques for ₹1,25,000/- and ₹2,20,000/- respectively, which, upon presentation, were dishonoured for insufficiency of funds in the defendant's account. Consequently, the plaintiff initiated proceedings against the defendant for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881. The plaintiff further stated that a quit notice dated 09.08.2012 under Section 106 of the Transfer of Property Act was issued calling upon the defendant to vacate and hand over vacant



possession of the suit schedule premises. Despite receipt of the said notice, the defendant failed to comply with the demand or clear the arrears of rent, which compelled the plaintiff to institute the present suit for eviction and recovery of arrears.

4. Upon service of summons, the defendant entered appearance and filed a written statement denying the plaint averments in toto. While admitting that two post-dated cheques had been issued, the defendant disputed the remaining allegations made in the plaint and sought dismissal of the suit primarily on the ground that the claim was barred by limitation.

5. The defendant further contended that he had constructed the structure on the suit schedule property by investing his own funds and, on that basis, disputed the title of the plaintiff over the property. On these grounds, the defendant sought dismissal of the suit. In view of the



rival pleadings, the Trial Court framed the necessary issues for consideration.

6. Both parties adduced oral and documentary evidence in support of their respective claims. Upon appreciation of the evidence on record, the Trial Court held that the plaintiff had successfully established the existence of a jural relationship of landlord and tenant between the parties and had also proved that the defendant was in arrears of rent to the extent of ₹1,16,362/-. The Trial Court further held that the termination of tenancy was validly effected and, consequently, directed the defendant to pay damages at the rate of ₹30,000/- per month for unlawful occupation of the premises after termination of the tenancy.

7. Learned counsel appearing for the defendant fairly submitted that possession of the suit schedule property has already been handed over to the plaintiff and that the present dispute is confined only to the liability



relating to arrears of rent and the quantum of damages determined by the Trial Court at the rate of ₹30,000/- per month. This Court has heard the learned counsel appearing for both parties and perused the records.

8. On an independent appraisal of the oral and documentary evidence on record, the following points arise for consideration:

(i) Whether the finding of the Trial Court that the defendant is in arrears of rent to the extent of ₹1,60,362/- suffers from perversity?

(ii) Whether the determination of damages by the Trial Court at the rate of ₹30,000/- per month suffers from perversity and warrants interference?

(iii) What order?

Findings on Point No.(i) :-

9. Though the defendant has seriously disputed the plaintiff's claim relating to arrears of rent in the written statement, the material placed on record clearly indicates



otherwise. The plaintiff has adduced not only cogent evidence but also convincing documentary evidence to substantiate the allegation that the defendant had committed persistent default in payment of rent. Ex.P.5, which is the Lease Agreement executed between the parties, clearly establishes the terms governing the tenancy, including the agreed monthly rent payable by the defendant. Apart from the documentary evidence, the admissions elicited during the cross-examination of the defendant assume considerable significance. The trial Court has extensively referred to these admissions while recording its findings. A careful perusal of the cross-examination reveals that the defendant has made several crucial admissions indicating that there were repeated defaults in payment of rent. Significantly, the defendant has candidly admitted that the cheque issued towards payment of rent for a sum of ₹1,16,362/- was dishonoured upon presentation for want of sufficient funds in his account. This admission itself lends substantial support to



the plaintiff's case that the defendant had accumulated arrears of rent and had failed to discharge his contractual obligation under the lease.

10. Further, the defendant himself has produced a legal notice dated 09.08.2019, which has been marked as Ex.D.5. When this document is examined in conjunction with Ex.P.5 – the Lease Agreement, it becomes evident that the plaintiff's assertion regarding the existence of arrears of rent stands duly corroborated. The material placed on record also discloses that the plaintiff had initiated proceedings by filing a private complaint for the offence punishable under Section 138 of the Negotiable Instruments Act, 1881 on account of dishonour of the cheque issued by the defendant towards discharge of his liability. The circumstances surrounding the issuance and subsequent dishonour of the cheque further reinforce the plaintiff's claim that the defendant was in arrears of rent. In the absence of any convincing rebuttal evidence from the defendant demonstrating that the monthly rent was



regularly paid or credited to the account of the plaintiff-landlord without any default, the defence set up by the defendant cannot be accepted. The defendant has failed to produce any documentary proof such as bank statements, receipts, or other material to establish regular payment of rent. In view of these circumstances, this Court is of the considered opinion that the findings recorded by the trial Court regarding arrears of rent do not suffer from any perversity or illegality warranting interference. Accordingly, Point No.(i) is answered in the "**Negative.**"

Findings on Point No.(ii):-

11. The plaintiff has claimed damages for use and occupation of the suit schedule premises after termination of the tenancy by placing reliance on the Lease Agreement marked as Ex.P.5. A perusal of Ex.P.5 clearly indicates that the agreed monthly rent at the commencement of the tenancy in the year 2008 was ₹19,800/-. The agreement also contained a specific escalation clause stipulating



enhancement of rent at the rate of 8% once every two years. If the said escalation clause is applied in a cumulative manner from the year 2008 onwards, the rent payable by the defendant by the year 2019 would approximately work out to ₹29,091/- per month. Taking note of this escalation and the prevailing rate of rent, the Trial Court has determined damages at the rate of ₹30,000/- per month for the period during which the defendant continued to occupy the premises after termination of the tenancy. The said determination by the Trial Court appears to be a reasonable and logical assessment based on the contractual terms governing the parties and cannot be termed either arbitrary or excessive.

12. It is also relevant to note that despite valid termination of tenancy, the defendant continued to remain in occupation of the premises without paying the agreed rent or any compensation for use and occupation. The conduct of the defendant clearly demonstrates that he continued to occupy the premises without lawful authority,



thereby compelling the plaintiff to initiate legal proceedings. In such circumstances, even if damages are assessed at ₹30,000/- per month, the same would only constitute reasonable compensation to the plaintiff-landlord who has been deprived of the beneficial use of his property and has been compelled to pursue litigation for several years. The record further reveals that the suit itself was instituted in the year 2019 and the dispute has continued to remain pending till the year 2026. Therefore, the damages awarded by the Trial Court cannot be said to be disproportionate or unjustified in the facts and circumstances of the case.

13. Though the defendant has attempted to dispute the date on which possession of the suit schedule premises was handed over to the plaintiff, the said contention cannot be accepted. The said plea is clearly inconsistent with the order dated 29.11.2025 passed by this Court, wherein it has been categorically recorded that the defendant handed over possession of the suit schedule



property only on 27.11.2025. In view of the said order passed by this Court, the defendant cannot now be permitted to take a contrary stand regarding the date of delivery of possession. Therefore, this Court is of the considered opinion that the damages determined by the Trial Court at the rate of ₹30,000/- per month for the period of unauthorized occupation do not suffer from any perversity, illegality, or material irregularity warranting interference. Accordingly, Point No.(ii) is answered in the **"Negative."**

Findings on point No.(iii):-

14. In the light of the findings recorded on point Nos.(i) and (ii), this Court proceeds to pass the following;

ORDER

- (i) The appeal is devoid of merits and accordingly, stands dismissed.
- (ii) Pending applications, if any, are also dismissed.

Sd/-
(SACHIN SHANKAR MAGADUM)
JUDGE