

SLP(C)No.1125/2000

ITEM No.2

Court No. 5

SECTION XVII
A/N MATTER

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Petition(s) for Special Leave to Appeal (Civil) No.1125/2000

(From the judgement and order dated 01/09/1999 in SA 283/97
of The HIGH COURT OF PATNA)

MOHAMMED SHAMIM

Petitioner (s)

VERSUS

MOHAMMED MOHIN

Respondent (s)

(With prayer for interim relief)
(For Final Disposal)

Date : 23/01/2001 This Petition was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE K.T. THOMAS
HON'BLE MR. JUSTICE R.P. SETHI

For Petitioner (s) Mr. Neeraj Shekhar, Adv. for
Mr. Ambhoj Kumar Sinha, Adv.

For Respondent (s) Mr. R.D. Upadhyay, Adv. (NP)

UPON hearing counsel the Court made the following

O R D E R

.....L.....I.....T.....T.....T.....T.....T.....J

.SP2

Leave granted.
The Civil Appeal is disposed of.

.SP1

Hemalatha

(HK Bhatia)
Court Master

(Signed Order is placed on file)

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.786/2001@@
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(Arising out of SLP(C) No. 1125/2000)

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MOHAMMED SHAMIM ...APPELLANTS

VERSUS

MOHAMMED MOHIN ... RESPONDENT

O R D E R@@
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.SP2

Leave granted.

Appellant is a tenant of a commercial building. He was paying a rent of Rs.90/- per month. For default in payment of rent, respondent-landlord moved for eviction. The trial court dismissed the suit but the first appellate court granted decree for eviction on the ground that the tenant committed the default. As the High Court did not interfere with the aforesaid finding in a second appeal, the tenant has come with this appeal by special leave.

We do not want to go into the merits of the case as the landlord has not come forward to contest the matter. Considering all aspects, we think that default alleged need not visit the appellant with a consequence of eviction, as the landlord is not contesting the matter. However, while permitting the appellant to continue as a tenant in the building, we direct him to pay a rent of Rs.300/- per month for the suit building

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with effect from 1.1.2001. In other words he is permitted to continue as a tenant only subject to the said condition. All other rights and liabilities of the parties in respect of the building will be on the basis of the law applicable to them. This appeal is disposed of in the above terms.

.SP1

.....J.
(K.T. Thomas)

New Delhi,
Dated 23rd January, 2001

.....J.
(R.P. Sethi)