

C.A.No. 6572 OF 1999
ITEM No. 103

COURT NO. 10

SECTION XIA

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

CIVIL APPEAL NO. 6572 OF 1999@@
CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC

V. MADHUSOODANAN ... APPELLANT (S)

VERSUS

JANAKI AMMA INDIRAMMA & ORS. ... RESPONDENT (S)

Date : 17/01/2002 This appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE R.C. LAHOTI
HON'BLE MR. JUSTICE BRIJESH KUMAR

For Appellant (s) Ms. Malini Poduval, Adv.
Ms. Lan Singlu Rongmei, Adv.

For Respondent (s) Mr. M.P. Vinod, Adv.

UPON hearing counsel the Court made the following
O R D E R

.....L.....I.....T.....T.....T.....T.....T.....T.....J
.SP2

Learned counsel for the appellant argued for 15 minutes and concluded. The Court also heard learned counsel for the respondents.

The appeal is dismissed in terms of the signed order. No order as to costs.

.SP1

Sarita (Radha Rani Bhatia)@@
AA
Court Master@@
A AAAAAAAAAAAAA

(Signed order is placed on the file)

.PA
.PL56

IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 6572 OF 1999@@
CCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC

V. MADHUSOODANAN

...PETITIONER

VERSUS

JANAKI AMMA INDIRAMMA & ORS.

...RESPONDENTS

O R D E R@@
CCCCCCCC

.....L.....I.....T.....T.....T.....T.....T.....J.....
.SP2

This is a landlord-tenant dispute. The predecessor in interest of the appellant, entered into possession of a part of the suit premises as a tenant. The original owner-landlord was one Koshy Iype. His rights were purchased by plaintiff-respondents Nos. 1 to 6 and proforma defendant-respondent No.7. A suit for eviction was instituted after terminating tenancy of the appellant. The appellant, in his written statement, denied the landlord-tenant relationship and also pleaded that the part of the premises in his possession were either constructed or were improved upon the tenancy premises by making substantial investment. The trial court found that the appellant had failed in proving any construction having been raised in the premises by him, that the landlord-tenant relationship existed between the parties, and that the tenancy having been terminated, the
..2/-

.2.

tenant-appellant was liable to eviction. On these findings, the suit was decreed. The tenant preferred a first appeal. The First Appellate Court reversed the decree, mainly on the ground that the description of the property in possession of the tenant-appellant, as given in the plaint and as given in Exhibit-A1, the original deed of lease, did not tally. The First Appellate Court also held that tenancy agreement between the plaintiffs and the defendant-appellant was not proved. The first appeal was allowed and, in reversal of the decree of the trial court, the suit filed by the plaintiff-respondents was directed to be dismissed.

The plaintiff-respondents preferred a second appeal which has been allowed by the High Court. The judgment and decree of the First Appellate Court has been set aside and that of the trial court restored. A perusal of the judgment of the High Court shows the High Court having found that the predecessors in interest of the defendant were inducted into possession of the premises as tenant and the defendant had stepped into their shoes and, therefore, was a tenant. The High Court also found that the suit property has been purchased by the
..3/-

.3.

plaintiff-respondents and, therefore, they had stepped into the shoes of owner-landlord. In view of such relationship of the parties, the tenant-defendant could not have claimed any absolute ownership in the premises, though at one point of time there was some dispute between the parties which was tried to be settled through mediators but in the absence of any document in writing, much less a registered document, it could not be said that the defendant-tenant had acquired any title in the suit property. In substance, the High Court has held that the defendant shall be deemed to be in possession of the property under the rent deed, Exhibit-A1 and in the absence of any subsequent arrangement superseding the rent deed Exhibit-A1, it would continue to bind the parties. The plaintiffs had served a notice, terminating the tenancy of the defendant, which notice was refused by him and therefore, knowledge of the contents of the notice has to be imputed to him. The validity of the notice was not disputed. The High Court also held that the finding of the First Appellate Court, that the plaintiffs did not have any title to the property, was vitiated.

..4/-

.4.

Having heard the learned counsel for the parties, we are of the opinion that no fault can be found with the judgment and decree of the High Court passed in second appeal. The judgment of the First Appellate Court was wholly unsustainable in law. The judgment and decree of the trial court could not have been interfered with and reversed. And therefore, the High Court has rightly set aside the judgment in first appeal and restored the judgment of the trial court. We do not find any merit in this appeal by special leave, and the same is held liable to be dismissed and is dismissed accordingly.

However, in view of the fact that the tenant has been in possession of the tenancy premises for a number of years, he is allowed six months time for delivering possession to the plaintiff-respondents subject to usual undertaking to be filed within four weeks from today. No order as to costs.

.SP1

.....J.
(R.C. LAHOTI)

New Delhi,
January 17, 2002.

.....J.
(BRIJESH KUMAR)