

(1999) 07 AP CK 0051
In the Andhra Pradesh High Court
Case No : CRP No. 3994 of 1998

Adapala Venkata Ranga Rao

APPELLANT

Vs

Ravelle Satyavathi and others

RESPONDENT

Date of Decision : 16-07-1999

Acts Referred:

Andhra Pradesh (Andhra Area) Tenancy Act, 1956 — Section 13
Constitution of India, 1950 — Article 227

Citation : (1999) 5 ALD 111 : (1999) 4 ALT 347

Hon'ble Judges : S. Ananda Reddy, J

Bench : Single Bench

Advocate : Mr. V.L.N.G.K. Murthy, for the Appellant; Mr. P.S. Narayana, for the Respondent

Judgement

1. This civil revision petition is at the instance of the respondent in the eviction petition under the A.P. (Andhra Area) Tenancy Act against the orders of the Principal District Judge and the Tenancy Appellate Tribunal, Guntur in A.T.A. No.52 of 1994, dated 25-9-1998.

2. The brief facts of the case are that the petition schedule land is jointly owned by the 1st respondent in the revision petition and her husband. Further, it was also the case of the 1st respondent that her husband died on 15-8-1985. Therefore, she is the absolute owner of the property and the petitioner herein is the tenant. She filed a petition u/s 13(e) of the A.P. (Andhra Area) Tenancy Act (hereinafter referred to as "the Act") for eviction of the revision petitioner on the ground that he has denied the title of the 1st respondent herein. It is also her case that the petitioner has set up an Agreement of Sale dated 14-12-1984 in respect of an extent of Ac.2-50 cents which was claimed to have been executed by the husband of the respondent and has even received full consideration. This was claimed to be a denial of the title of the 1st respondent herein to the property. Hence sought for eviction. Though the total extent of Ac.4-70 cents was shown in the schedule to the tenancy petition, admittedly a sale-deed was

executed by the 1st respondent's husband in respect of an extent of Ac.0-70 cents. Therefore the Tenancy Court has confined the claim to the balance extent of Ac.4-00. The Tenancy Court after recording the evidence and considering the rival contentions and documentary evidence filed before it, held that the petitioner/tenant had denied the title of the 1st respondent to the properly by setting up an Agreement of Sale said to have been executed by her husband. The said action amounts to wilful denial of title of the 1st respondent herein. Hence ordered eviction. This was contested by the Revision Petitioner before the Tenancy Appellate Tribunal, which was registered as A.T.A. No.52 of 1994. The Appellate Tribunal after considering all aspects elaborately held that though the title of the landlady in respect of the petition schedule land was not specifically denied but has set up an agreement of sale, which was denied by the landlady, amounts to denial of her title and thus confirmed the orders of eviction passed by the Tenancy Court. Against the said order of the Tenancy Appellate Tribunal the present civil revision petition is filed under Article 227 of the Constitution of India.

3. The learned Counsel appearing for the petitioner contended that the petitioner did not dispute the title of the 1st respondent insofar as the land to an extent of Ac.1-50 cents is concerned and insofar as the balance extent of land i.e., Ac.2-50 cents also he has not denied the title but claimed that an Agreement of Sale was executed by the husband of the 1st respondent after receiving the full consideration and therefore the petitioner did not pay the rents payable in respect of Ac.2-50 cents of land while continuing to deposit the rents with reference to Ac. 1-50 cents. The learned Counsel also contended that insofar as the agreement of sale executed by the husband of the 1st respondent is concerned a suit vide OS No.82 of 1985 was filed in the Sub-Court, Tenali but the same was dismissed. However, against the said judgment and decree an appeal was filed and the same is pending. It is suited that if his suit for specific performance is decreed he is entitled for possession of the property and therefore it is contended that the revision may be heard and disposed of along with the appeal filed by the petitioner.

4. The learned Counsel for the respondent, on the other hand, supported the order of the Tenancy Appellate Tribunal. It was stated that the provisions of Section 13 of the Act are mandatory when the tenant failed to pay the rent and has set up a title under the Agreement of Sale, the said action of the petitioner amounts to wilful denial of the title of the respondent-landlady. The Tenancy Court as well as the Tribunal after going through the evidence and the material on record gave a concurrent finding that there was denial of title by the tenant. Hence the said findings cannot be interfered in the present revision under Article 227 of the Constitution of India. The learned Counsel also referred to and relied upon the decision of this Court in Sri Venugopalaswamy Temple, Tennali Vs. Kakumarree Anjaneyulu (Died) and Others, , wherein it was considered the scope of the proceedings and the scope of the revision under Article 227 with reference to the proceedings under the Act. Relying upon the said decision it is contended

that the concurrent finding given by both the Courts below could not be interfered as the said finding does not warrant interference.

5. After considering the rival submissions and the material on record I do not find any merit in the present revision petition. It is a fact that the petitioner is a tenant with reference to an extent of Ac.4-70 cents from the husband of the 1st respondent. It is also a fact that the petitioner did not pay the rents payable to the petitioner in respect of Ac.2-50 cents of land i.e., in respect of part of land. The claim of the petitioner was that he purchased a part of the land under an Agreement of Sale and therefore he need not pay any rents. It is also admitted fact that the petitioner was depositing the rents payable with reference to the extent of Ac. 1-50 cents. Insofar as the balance of Ac.0-70 cents of land is concerned, it is stated that a registered sale-deed was executed by the husband of the 1st respondent, which is the subject matter of the suit filed by the petitioner herein, which was dismissed by the trial Court. Therefore, the Tenancy Court after appreciating the evidence and the material on record, ordered eviction on the ground that the action of the petitioner amounts to denial of title of the 1st Respondent herein. The Appellate Tribunal also after considering the entire material on record agreed with the finding of the Tenancy Court. Now the said concurrent findings are assailed before this Court. After going through the material on record I do not find any merit to interfere with the order of the Appellate Tribunal. Though it is stated that a suit was filed for specific performance of the Agreement of Sale, which was dismissed and the proceedings were pending at the appellate stage, if the petitioner succeeds in these proceedings he can take appropriate steps to get back the property. Insofar as the present proceedings are concerned I do not find any merit in this revision. When the petitioner has denied the title of the 1st respondent by setting up an agreement of sale, which was even disbelieved by the trial Court, the order of eviction passed by the tenancy Court, which was confirmed by the Appellate Tribunal, is proper and justified. Therefore, the revision is liable to be dismissed.

6. Accordingly, the CRP is dismissed. No costs.

7. At the time of hearing it is represented that there is a standing crop on the land in question and some time may be given till it is harvested. Hence, the petitioner is granted a period of two months for vacating the scheduled property and deliver the possession to the respondent-landlady.