

(2008) 04 KAR CK 0015
In the Karnataka High Court
Case No : H.R.R.P. No. 302 of 2004

Lakshminarayana Sony and Venkataramanachari	APPELLANT
Vs	
C. Basha	RESPONDENT

Date of Decision : 11-04-2008

Acts Referred:

Karnataka Rent Control Act, 1961 — Section 27 (2) (a) (f), 27 (2) (a) (h)

Citation : (2009) 1 KarLJ 673 : (2008) 4 KCCR 2587

Hon'ble Judges : K. Ramanna, J

Bench : Single Bench

Advocate : M.S. Varadarajan, for the Appellant; S. Chennaraya Reddy, for the Respondent

Final Decision : Dismissed

Judgement

K. Ramanna, J.—The petitioners have come up with tins revision petition challenging the order dated 01-04-0004 pasted in HRC 1355/1997 on the file of the XII Additional Small Causes Judge (SCCH-8), Bangalore, whereby the learned trial judge allowed the eviction petition filed by the respondent u/s 27(2)(a) and u/s 45 of the K.R. Act 1999 and the petitioners herein are directed to vacate the petition schedule premises within 1 month from the date of the said order. The petitioners are also challenging in this petition the interlocutory orders dated 21-12-2002 dismissing the I.A. filed by the petitioner u/s 43 of the K.R. Act and also Older dated 08-04-2003 allowing the application filed by the respondent herein u/s 45 of the K.R. Act and directing the petitioners to deposit the rents from 25-01-1997 to 24-03-2003 amounting to Rs. 74,000/- at Rs. 1,000/- per month.

2. The brief facts of the case are that the respondent herein filed the eviction petition against the petitioners herein u/s 27(2)(a)(f) and (h) of the Karnataka Rent Control Act, 1961. During the pendency of the eviction petition before the lower court Karnataka Rent Act 1999 came to be passed and the said petition came to be considered under the new Act. The case of the respondent herein is

that he is the absolute owner of the petition schedule premises having acquired the same under the registered sale deed dated 25-01-1997 from its previous owner one Sri. Diwakar son of late Venkatachala. That the petitioner No. 1 herein is the tenant under the vendor of the respondent on no rent no interest basis and the petitioner has paid Rs. 2,50,000/- to the vendor of the respondent as fixed deposit, that the term of lease is 3? years and after the termination of the said period if the petitioner No. 1 intends to continue in the petition schedule premises he was required pay to the landlord monthly rent of Rs. 1,000/-. That after purchase of the petition schedule property by the respondent, by operation of law the petitioner No. 1 had become tenant under the respondent, that the petitioner No. 1 failed to pay any rent to him and in spite of notice demanding rent has been sent to the petitioner No. 1, he had failed to pay the rent It is further case of the respondent that without permission of the previous owner Sri Diwakar or the respondent the petitioner No. 1 has sublet the petition schedule premises to the petitioner No. 2 and making profit out of the same. That the petition schedule premises is required for their bonafide use and occupation and that he has no other residential premises of his own and that the schedule premises is required for his bonafide use and occupation. Hence he filed the eviction petition.

3. The petitioners have filed common objection statement and objected/contested the said petition mainly on the ground that there is no relationship of landlord and tenant between the respondent and themselves. The case of the petitioner No. 1 is that he was inducted into the petition schedule premises by the vendor of the respondent herein under an agreement dated 03-02-1993 and under the agreement they have paid Rs. 2,50,000/- to the vendor of the respondent that subsequently on 22-01-1994 they have entered into a agreement of sale in respect of the petition schedule premises for a total sale consideration of Rs. 7,50,000/- and that he had paid 5,00,000/- as advance, including Rs. 2,50,000/- which was with the vendor of the respondent as initial deposit when the petitioner was inducted into the petition schedule premises. That the vendor of the respondent had failed to execute the sale deed in his favour therefore he filed a suit O.S. 661/1997 Seeking for specific performance of the said agreement against the vendor of the respondent and on 22-01-1997 he obtained interim order restraining him from alienating the petition schedule premises. It is their further case that the 2nd petitioner is not sub-tenant and that he is the father-in-law of the 1st petitioner.

4. During the pendency of the proceedings, the trial court, on an application filed by the petitioners u/s 43 of K.R. Act disputing the landlord and tenant relationship, passed order dated 21-12-2002 dismissing the said application with costs. Further the trial court passed order dated 08-04-2003 allowing the application filed by the respondent u/s 29[1][4] of K.R.C. Act i.e., u/s 45 of K.R. Act and directed the petitioners herein to deposit the rents from 25-01-1997 to 24-03-2003 amounting to Rs. 74,000/- within one month of the said order.

5. The petitioners have challenged the said orders passed on interlocutory orders dated 21-12-2002 and 08-04-2003 before this Court in H.R.R.P No. 203 and 480 of 2003 respectively. The said H.R.R.P No. 203/2003 came to dismissed for non compliance of direction of court on failure to deposit the arrears of rent before the court, on 16-02-2004. Subsequently the trial court passed order dated 01-04-2004 allowing the eviction petition filed by the respondent u/s 27[2][a] and u/s 45(1) and (4) of the K.R. Act 1999 directing the petitioners herein to vacate and handover the vacant possession of the petition schedule premises to the respondent within one month from the date of its order. Being aggrieved by the said order, the petitioners have come up with this revision petition. The petitioners are also challenging in this revision the earlier interlocutory orders dated 21-02-2002 and 08-04-2003 passed by the trial court.

6. Heard the arguments and perused the records, the points that arise for my consideration are;

a] Whether the petitioners can again be permitted to question in this revision petition the interlocutory orders dated 21-02-2002 and 08-04-2003 when the said orders had already been challenged by the petitioners before this Court which have been dismissed and have since attained finality? and

b] Whether the order of the trial court is incorrect illegal and perverse? If so, whether it requires to be interfered with?

7. Admittedly the petition schedule premises is residential in nature and that the respondent has purchased the same from its previous owner one Diwakar. According to the respondent, the petitioner No. 1 is the tenant under his vendor in respect of the petition schedule premises, as such subsequent to its purchase by the respondent, lie became a tenant under him by operation of law. But it is the contention of the petitioner No. 1 that he is in possession of the petition schedule premises under an agreement of sale and that there exist no relationship of tenant and landlord between himself and the respondent or his vendor at any point of time. It is his further case that initially he was inducted into petition schedule premises by the vendor of the respondent under an unregistered agreement which was marked at Ex.P.7, there is no dispute with regard to the said Ex.P.7. According to the petitioners the same is a mortgage agreement but according to the respondent the said agreement was only a lease deed wherein it is specifically mentioned that after termination of the lease period of 3 ? years commencing from 03-02-1993, the petitioner if intended to continue in the petition schedule premises he has to pay monthly rent of Rs. 1,000/-. Therefore the counsel for the respondent heavily relied on that document and argued that the petitioner No. 1 is a tenant under him. Though said document is an unregistered document the same can be looked for collateral purposes for knowing the nature of possession of the petitioners. Moreover as the said document is already admitted in evidence without objection the same can be looked into without any hesitation. On careful scrutiny of the said document it is clear that the said document was named only as Agreement and

though appears to be a mortgage deed, the same is a lease deed entered into between the parties "on no rent and no interest basis" and that there is no intention expressed in the said agreement by the executor of the said agreement expressing his intention to keep the petition schedule property as security to the amount received from the petitioner, it is necessary to quote a paragraph [page.2 paragraph No. 3] of the said agreement to understand the real nature of the said document which reads as under:

It is stated the schedule premises is being let out to one Smt. Shyla Skade during the year 1990 and from her an advance of Rs. 90,000/- has been taken and now she has vacated the schedule premises and in order to pay her the advance received from her, the first party [vendor of the respondent herein] was made up his mind to lease out the schedule premises to the second party herein [petitioner No. 1 herein] on taking a sum of Rs. 2,50,000/- from the second party herein [petitioner No. 1 herein] the second party [petitioner No. 1 herein] has come forward to pay the said amount of Rs. 2,50,000/- to the first party [vendor of the respondent herein] subject to leasing out the schedule premises for a period of 3 years and 6 months.

From the plain reading of the above it is clear that the said agreement is only a lease agreement and not a mortgage as claimed by the petitioners. The term "LEASE" used in the said agreement indicates that there was no intention on the part of the executor of the said document to mortgage the petition schedule property with the petitioner No. 1 and get loan on the said property, it is only a lease agreement, most commonly used and entered into between the people which is "on no rent and no interest basis", wherein the landlord need not pay any interest on the deposit received by the tenants and in turn the tenants need not pay any monthly rents to the landlord for having occupied the premises. In this regard it is necessary to quote a decision of this Hon"ble court in case of K. Amarnath Vs. Smt. Puttamma, wherein it has been held as follows:

Difference between usufructuary Mortgage and Lease-Mortgage is a transfer of interest in Immovable property for the purpose of securing the payment of money advanced by way of Loan and Lease is a Transfer of Right to enjoy a property and is not a transfer of an interest in a property and the usufruct of the property belongs to the tenant till the determination of Lease.

Further in the case of Mr. S. Krishna Swamy Vs. Smt. Vani Prasannakumar, it is held as under.

Tenant-Deposit of a particular sum as "No interest No rent" basis. Merely because an amount is advanced and possession is delivered the transaction will not become a mortgage. One cannot jump to a conclusion that it is a contract of mortgage and there exists relationship of debtor and Creditor. This kind of contract is in vague and plenty. Therefore, there is relationship of landlord and tenant between the parties.

Thus, viewed horn any angle, the contention of the petitioners that the said

document is a mortgage deed cannot be accepted and on the other hand the same is only a lease agreement and there exists a relationship of tenant and landlord between petitioners and the respondent.

8. As regards the contention of the petitioner No. 1 that he entered into a agreement of sale dated 22-01-1994 with the vendor of the respondent; that he has filed O.S. 661/1997 against the vendor of the respondent seeking specific performance of the said agreement is concerned the same is a separate proceedings and the same does not bar the trial/eviction court to pass orders evicting the tenant, the rights if any acquired by the petitioner No. 1 under the said agreement is a personal right of the petitioner No. 1 to seek specific performance of the said agreement against the vendor of the respondent, the same cannot be used to restrict the right of the respondent who had acquired right over the property under a registered sale deed dated 25-01-1997, to seek eviction of the petitioners/tenants. The relief of specific performance of the contract being a discretionary relief of courts, granted in the rarest occasions, the same could not bar the right of the subsequent bonafide purchaser to maintain eviction petition against the tenant/agreement of sale holder, especially so when there is no allegations of malafide intention and ill will alleged against the respondent Thus the respondent has every right to maintain eviction against the petitioners and the eviction petition filed by him is absolutely maintainable in law. In this regard it is necessary to quote a decision of this Hon''ble court reported in 2003 [4] KCCR 2947, in case of Quit Corner India v. Sri.Hameedulla Han and Anr. wherein it is held that;

K.R. Act, Section 43 - Mere pendency of the suit by tenant challenging the relationship of landlord and tenant in respect of a particular premises itself will not oust the jurisdiction of HRC court to proceed with eviction proceeding, when there is a regd. Sale deed in favour of the landlord and tenant had paid rent to him.

9. As regards the rent payable by the petitioners is concerned, admittedly, the petitioners have not paid any rents to the respondent or to his vendor. The petitioner No. 1 is inducted into the petition schedule premises on the basis of the agreement dated 03-02-1993 and even during the subsistence of the said lease period itself, he entered into agreement of sale with the vendor of the respondent and till the date of sale is made in favour of respondent on 25-01-1997, he continued in possession of the petition schedule premises on the basis of the said agreement of sale. But immediately after execution of registered sale deed by the vendor of the respondent who is the erstwhile owner of the petition schedule premises in favour of respondent, the respondent acquired right and title over the property and the petitioner No. 1 will continue as tenant under the respondent In the absence of any separate lease deed or understanding between the parties as lightly held by the court below, the parties position and the nature of possession of petitioner No. 1 will be ascertained from the original lease deed entered into between the petitioner No. 1 and vendor of

the respondent by which the petitioner No. 1 was inducted into the petition schedule property, which provided for payment of consideration by the petitioner No. 1 to the landlord at Rs. 1,000/- per month. By relying on the decision reported in *R. Kanthimathi and Another Vs. Beatrice Xavier (Mrs)*, wherein it is held that "Surrender of lease-Agreement of Sale between lessor and lessee-Relationship of landlord and tenant ceases to exist once said agreement is entered and portion of sale consideration is accepted by seller landlord-Subsequent sending back of said consideration by landlord to tenant-Does not revive their old relationship of landlord and tenant-Hence, eviction petition on ground of willful default-Is not maintainable-Landlord had remedy of specific performance", it is argued by the counsel for the petitioners that on entering into an agreement of sale with the vendor of the respondent, the earlier relationship of land lord and tenant if any, existed in between the vendor of the respondent and himself will cease to exist and it cannot be deemed to have been revived on execution of sale deed by the vendor of the respondent in favour of respondent Hence he contended that he was not a tenant under the respondent On the other hand counsel for the respondent submitted that the very fact of execution of agreement of sale by the vendor of the respondent in favour of the petitioner No. 1 is in dispute and unless the said fact is proved by him before the court wherein he filed a suit for specific performance, he continuous to be a tenant under the vendor of the respondent and now under the respondent.

10. I have carefully gone through the above said decision. The facts involved in the above said decision are totally different from the facts involved in the case on hand. In the said case even after cancellation of agreement of sale made in favour of tenant by the landlord, the title of the property continuous to be with the same person, as such unless the said cancellation is proved to be valid and legal, as held by the hon"ble supreme court it cannot be said that, immediately after cancellation of agreement of sale the earlier relationship of landlord and tenant will revive between the parties, but in the instant case it is contended by the counsel for the respondent the said agreement of sale is in dispute. Moreover the title of the petition schedule premises has changed ifs hand and the person with whom the petitioner No. 1 has entered into an agreement of sale had no right over the petition schedule premises as on the date of filing of the execution petition by the respondent As such if any personal right has been acquired by the petitioner No. 1 against the vendor of respondent, on the basis of the said agreement of sale, to seek execution of registered sale deed in his favour, the said right cannot be exercised against the respondent nor he can deny the right of the respondent to seek his eviction. Thus on execution of the sale deed by the vendor of the respondent in favour of the respondent what remains between the petitioners and the petition schedule premises is the original lease deed entered into between the petitioner No. 1 and the erst while owner. The subsequent sale agreement entered into by the petitioner No. 1 with the vendor of the respondent, does not affect the right to enjoy the property and to seek eviction of petitioner No. 1 by the respondent who has got a registered sale deed in his

favour. Therefore the possession of the petitioner No. 1 over the petition schedule premises is to be ascertained only from the said original lease agreement wherein at page No. 4, paragraph No. 6 it reads as follows:

The first party is bound to return the amount of Rs. 2,50,000/- to the second party soon after the expiration of lease period i.e., 3 years and 6 months. In case if the first party fails to return the said amount of Rs. 2,50,000/- to the second party after 3 years and 6 months, from every month thereafter the first party has to pay a liquidated damage of Rs. 1,000/- per month after 3 years and 6 months till the payment is made per contra if the second party fails to vacate the schedule premises after the tenure of lease then he has to pay a damage of Rs. 1,000/- for every month for use and occupation of the schedule premises till he vacates and hand over the vacant possession of the schedule premises.

11. Thus, in the absence of any separate lease agreement between the parties, the rent claimed by the respondent on the basis of the said lease agreement entered into between the petitioner No. 1 and the vendor of the respondent appears to be reasonable and in accordance with Law, as such the trial court has rightly accepted the claim of the respondent which does not require any interference at the hands of this Court. In case of *Silva Uddin Vs. Nagaraju*, it is held that

[a] In view of transfer of ownership the transferee becomes the owner of the premises-the tenant cannot dispute the right of the transferee landlord to maintain an eviction petition under the rent Act or to claim rent. Attornment by the tenant is unnecessary to confer validity to the transfer of the lessor's rights-section 109 protects payment of rent by the tenant to the transferor without notice of the transfer, as Section 109 creates a statutory attornment.

[b] Section 3[e] "LANDLORD"

the transferee of a lessor is entitled to collect rent in terms of the lease as of right and becomes landlord u/s 3(e) of the Act.

The above definition signifies that the transfer of interest of the landlord in favour of any other person is not prohibited. Thus I do not find any illegality or incorrectness in the said finding recorded by the court below.

12. The petitioner No. 2 is stated to be a sub-tenant under petitioner No. 1, but on appearance before the trial court the petitioner 1 and 2 are represented through common counsel and filed common objection statement denying the contention of the respondent, claiming themselves to be son-in-law and father-in-law. But they have not produced any document to prove the same, However admittedly the lease agreement and the said agreement to sale entered with the vendor of the respondent is by the petitioner No. 1 alone and he is the proper and interested person to answer and defend the claim/case of the respondent, but interestingly throughout the proceedings before the court below, the petitioner No. 1 has not appeared before the court below and it is the petitioner

No. 2 who prosecuted the whole proceedings before the trial court and had alone challenged some of the interlocutory orders passed by the trial court, before this court. It is to be noted that the petitioner No. 2 is not the person with whom the vendor of the respondent entered into agreement of lease and the sale agreement, he is not the proper person to speak with regard the lease agreement and the agreement of sale, even in his cross examination he has clearly admitted that he does not know anything about the said agreement of lease and sale agreement, he was not present when the said agreements were executed, he does not know the contents of the same and as to when and where the said agreements were executed, he even do not know as to when exactly the petitioner No. 1 was inducted into the petition schedule premises, through out his cross-examination he has clearly stated that petitioner No. 1 knows every thing better than him, but inspite of that the petitioner No. 1 failed to appear before the court below to give evidence and has not entered the witness box. More interestingly the petitioner has not given any authorization to the petitioner No. 2 to prosecute the case, as such the petitioner No. 2 being a sub-tenant or even admitting him to be the relative of the petitioner No. 1 his evidence being hearsay cannot be considered and relied upon especially in the absence of authorization given by the petitioner No. 1, as such the same cannot be looked into. In case of Gopal Prabhu Vs. Mark Aloysius Pereira, , it is held that;

Section 21[1](a) - Onus on the tenant and not the sub-tenant, to tender-or pay rents - upon failure of tenant, subtenant cannot interpose himself and offer to discharge obligation beyond tune-Sub-tenant has no "locus standi" to question eviction under the Section.

13. Relying on the decision reported in AIR 1981 707 (SC) wherein it is held that;

Interlocutory order, can be challenged as illegal in appeal from final order. Where the high court in second appeal though not having jurisdiction illegally reversed the concurrent finding of fact and ordered remand, the aggrieved party can, in an appeal to the supreme court from the final order of the high court after remand, challenge even the first order of the high court making remand and all the proceedings taken thereafter as a result of the illegal order of remand. The first judgment of the high court ordering remand being illegal all the proceedings taken thereafter would become void ab initio.

it is argued by the counsel for the petitioners that they have got right to again challenge the interlocutory orders dated 22-12-2003 and 01-04-2003 in this revision.

14. On going through the said decision it is clear that the facts involved in the said case are different from the facts involved in this case, in the instant case when once the petitioners have challenged the said orders earlier before this Court in H.R.R.P No. 203 and 480 of 2003 and allowed the said revision petitions to be dismissed by non complying the orders of this Court inspite of giving sufficient time and opportunity, even the C.P filed by them also came to be

dismissed. More interestingly when the trial court by its order dated 21-12-2002 dismissed the I.A filed by the petitioners u/s 43 of the K.R. Act with cost of Rs. 200/-. On the subsequent date of hearing i.e., on 25-01-2003 the petitioners have paid the said cost and prosecuted the eviction petition further, admitting the order of the trial court, therefore it is argued by the counsel for the respondent that the subsequent filing of H.R.R.P challenging the said order is not at all maintainable and when once they have admitted the part of the order passed by the court below by paying the cost, they have no right to challenge the other part of the said order and the filing of H.R.R.P subsequently, is only with an intention to harass the respondent with ulterior motives. Accepting the version of the respondent it could be said that the petitioner a can not be allowed to challenge the said order even in the earlier H.R.R.P No. 203/2003, so also in this revision petition. In view of the aforesaid discussions, the prayer of the petitioners to challenge the said interlocutory orders also deserves to be rejected, More so when the trial court had passed the said orders dated 21-12-2002 and 08-04-2003 after careful scrutiny of the materials produced before it and the same does not call for any interference.

15. As regards the final order dated 01-04-2004 is concerned the court below on considering the fact that H.R.R.P No. 203/2003 filed by the petitioners has come to be dismissed and that the petitioners have not shown any interest to comply with the orders of this Court or of the trial court and as they failed to pay arrears of rent before the court even after lapse of more than one year from the date of passing of order by the trial court and also considering the fact that even prior to the filing of the eviction petition, the respondent has issued statutory notice to the petitioner No. 1 calling upon him to pay the arrears of rent, has allowed the eviction petition filed by the respondent u/s 27[2][a] and Section 45[1] and [4] of the KR Act Before going to look into the validity of the order of the court below it is necessary to see what Section 45 of the K.R. Act says:

Section 45; Deposit and Payment of Rent During the Pendency of Proceedings for Eviction:

1] No tenant against whom an application for eviction has been made by a land lord u/s 27, shall be entitled to contest the application before the court under that section or to prefer or prosecute a revision petition u/s 46 against an order made by the court on application u/s 27 unless he has paid or pays to the land lord or deposits with the court or the district judge or the high court as the case may be, all arrears of rent and other charges due in respect of the premises up to the date of payment or deposits and continues to pay or to deposit any rent which may subsequently become due in respect of the premises at the rate at which it was last paid or agreed to be paid, until the termination of the proceedings before the court or the district judge or the high court, as the case may be.

2] XXX

3] XXX

4] If any tenant fails to pay or deposit the rent as aforesaid, the court, the district judge or the high court as the case may be shall unless the tenant has shown sufficient cause to the contrary, stop all further proceedings and make an order directing the tenant to put the landlord in possession of the premises or dismiss the appeal or revision petition, as the case may be.

Further it is necessary to look into the provisions of Section 27[2](a) of the K.R. Act

27[2][a] that the tenant has neither paid nor tendered the whole of the arrears of the rent and other charges legally recoverable from him within two months from the date on which a notice of demand for payment has been served on him by the landlord in the manner provided in Section 106 of the Transfer of Property Act, 1882 [Central Act 4 of 1882]:

Provided that a tenant shall not be entitled to the benefit of service of notice by the landlord under this clause where, having obtained such benefit once in respect of any premises, he again makes a default in the payment of rent and other charges payable in respect of those premises.

Provided further that where in a proceeding for eviction of a tenant on the ground specified in this clause, the tenant is to be evicted, the court shall make an order directing the tenant to vacate the premises unless he pays to the landlord or deposits into court within one month of the date of order, an amount calculated at the rate at which it was last paid, for the period for which the arrears of rent and other charges were legally recoverable from him, including the period subsequent thereto up to the end of the month previous to that in which payment or deposit is made;

16. Thus a plain and combined reading of the above Sections of the Act makes it clear that the respondent/landlord is entitled to evict the petitioner on his failure to deposit the rent and comply the order of the court within the time granted/fixed by it Further u/s 27[2][a] of the Act the court can pass order of eviction on giving one single opportunity to the tenant to pay the rent In the instant case the court-below has found that even after receipt of the notice petitioner No. 1 has defaulted in payment of rents and even as on the date of the petition the court-below found that the respondent-tenant was in arrears. As the tenant had neither paid nor tendered the whole of the arrears of rent within two months from the date on which a notice of demand for payment had been served on him by the landlord or from the date of the order of the court below, the landlord is entitled to recover possession of the premises from him, thus the court below was right in ordering eviction of petitioners after following second provision to Sub-clause [a] of Sub-section [2] of Section 27 of the Act 34 of 2001.

17. It is brought to the notice of this Court that the petitioners have not deposited before this Court the monthly rents accrued during the pendency of

this revision petition. During the pendency of the revision petition it is the duty of the revision petitioner to deposit the monthly rents as and when it fell due. It is very settled law that rents should be paid when ever it becomes due, in many cases this Court had even said that there payment is not enough it should be paid as and when it fell due, but in the instant case the revision petitioners after depositing the arrears of rent while preferring this revision have not deposited rents that accrued subsequent to filing of this revision petition.

18. At this stage of the discussion it is necessary to make some observations with regard to the conduct of the petitioners in approaching the court, the petitioners have not approached the court with clean hands even from the date of entering appearance in the eviction petition they have not shown any respect to the orders of the court, when the trial court passed orders directing the petitioners to produce the original agreement of lease dated 03-02-1993 they failed to produce the same before the court below, in spite of specific order of the court below. So also at one point they accept the interlocutory order of the trial court and subsequently to suit their convenience they proceed to challenge the said orders. Even they allowed the earlier revision petitions to be dismissed for non complying the specific orders of this Court and now have come before this Court challenging the very same orders to suite their convenience. The petitioners have further failed to deposit before this Court the monthly rents that accrued during the pendency of this revision petition, as such, the petitioners have not approached this Court with clean hands. The conduct of the petitioners throughout the proceedings before court below and before this court, deprive them of getting any orders from this Court in their favour. Hence viewed from any angle, I do not find good reasons to interfere with the order passed by the court below and as such this revision petition fails.

19. Accordingly this revision petition is dismissed. However the petitioners are given time till 31-07-2008 to vacate and deliver the vacant possession of the petition schedule premises to the respondent, undertaking to that effect the petitioners shall file an affidavit before this Court within two weeks from today. The petitioners shall deposit the up-to-date rents which had fallen due during the pendency of this revision petition within 6 weeks from today. They shall also pay rents to the respondent regularly as and when it becomes due till the date they vacate the petition schedule premises. The amount in deposit before this Court shall be released to the respondent.

20. On failure of the petitioners to deposit the said arrears of rents within 6 weeks from today or on their failure to pay rents regularly to the respondent as and when it fell due, the respondent is at liberty to execute the order.