

SUPREME COURT OF INDIA

Ramgopal Hadajarimal Parikh

Vs.

Rikhabchand Sumermal Surana

C.A.Nos.2404 and 2405 of 1978

(T.K.Thommen and R.M.Sahai JJ.)

17.01.1991

ORDER

1. The appellant is a tenant. The High Court by the impugned judgment confirmed the order of eviction on the grounds mentioned in sub-sections (2)(vi) and, (3)(iv) of S. 15 of the Hyderabad Houses (Rent, Eviction and Lease) Control Act, 1954. Counsel for the appellant submits that the High Court was not justified in ordering eviction under clause (vi) of sub-section (C) because at no time had the tenant either denied the title of the landlord or claimed a right of permanent tenancy. Counsel refers to the pleadings contained in the written statement as well as to the evidence and submits that the High Court was totally unjustified in ordering eviction under that clause.

2. We have gone through the written statement as well as the deposition. We are not satisfied that the High Court was right in ordering eviction in terms of clause (vi) of sub-section (2) of Section 15. That clause reads as under:-

"(vi) that the tenant has denied the title of the landlord or claimed a right of permanent tenancy and that such denial or claim was not bona fide, the Controller shall make an order directing the tenant

to put the landlord in possession of the house, and if the Controller is not so satisfied, he shall make an order rejecting the application."

3. However, the High Court Was justified in ordering eviction in terms of clause (iv) of sub-section (3) of Section 15. The tenant is bound to vacate the premises for the purpose of reconstruction, but subject to the protection of re-induction provided for in the third proviso to that clause. The said third proviso reads as under:-

"Provided further that where a landlord has obtained possession of a house under subclause (iv), he shall on the completion of the work of repairs, alterations, building, rebuilding or making additions give the tenant the first preference for occupying the house on such terms as may be settled by the Controller.

4. Counsel for the appellant submits that in this Court an interim order dated 4-12-1978 had been made on the basis of an agreement between the parties. That interim order, in terms of the agreement, allows the appellant to remain in possession of a portion of the building pending reconstruction of the premises which he has vacated. The submission is recorded. The interim order shall remain in force pending reconstruction of the building.

5. In the circumstances, subject to the agreement between the parties referred to in the interim order of this Court dated 4-12- 1978, and subject further to the protection embodies in the third proviso to clause (iv) of sub-seceon(3) of Section 15 of the Act, the eviction of the tenant is allowed in terms of that provision.

6. The appeals are allowed to the extent indicated above. In the circumstances of this case we make no orders as to, costs.

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