IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 11TH DAY OF DECEMBER, 2019

BEFORE

THE HON'BLE MR.JUSTICE H.P. SANDESH

RFA NO.1805/2013 (RES)

MRS. PALANIYAMMA

AND

MRS. SUBBALAKSHMI

JUDGMENT

This appeal is filed challenging the judgment and decree of dismissal of suit bearing O.S.No.1767/2010 dated 6.9.2013 on the file of the III Addl. City Civil & Sessions Judge, Bangalore City (CCH-25).

2. For the sake of convenience, the parties are referred to as per their ranking before the Court below.

3. Brief facts of the case:

The plaintiff has filed the said suit before the Court below contending that the defendant was a tenant under one Smt.Chinnamma in the suit schedule property on a monthly rent of Rs.4,000/- excluding the electricity charges and she became her tenant by attornment, after she became the owner of the property by virtue of the sale deed dated 21.8.2008 executed by Smt.Chinnamma in her favour. The defendant became chornic defaulter and never paid the rent to her since the date of attornment and thereby became liable to pay the rental arrears of Rs.72,000/- till 20.2.2010. The plaintiff also issued termination notice dated 18.1.2010 demanding the arrears of rent also. But the defendant did not comply the terms of the notice even after its service. Hence, she was constrained to file this suit.

4. In pursuance of the suit summons, the defendant appeared and filed written statement denying the jural relationship of landlady and tenant and the plaint allegations made against her. The defendant also contends that she was not aware about the sale deed executed in favour of the plaintiff by Smt.Chinnamma though she resided in the suit house for more than 13 years. When the plaintiff started causing nuisance in the schedule premises, the defendant lodged the police complaint about the alleged attornment of tenancy which was not considered by the Police and she never agreed to pay the rents to the plaintiff. The plaintiff has no right to claim title over the suit property.

5. Based on the pleadings of the parties, the Court below framed the following issues:

1. *Whether the plaintiff proves that there is a landlord and tenant relationship between the plaintiff and defendant on monthly rent of Rs.4,000/- per month exclusive of electric charges?*

2. *Whether the plaintiff proves that she is entitled for arrears of rent of Rs.72,000/- being rent for the period between 21.8.2008 till 20.2.2010?*

3. *Whether the plaintiff proves that she is entitled for damage at the rate of Rs.10,000/- per month ?*

4. *What decree or order?*

6. The plaintiff in order to substantiate her case examined herself as PW-1 and got marked the documents as Exs.P-1 to 11. On behalf of the defendant, defendant herself is examined as DW-1 and got marked the documents at Exs.D-1 to 9. The Court below after having heard the arguments of the learned counsel for the plaintiff and the learned counsel for the defendant and considering the documentary evidence, answered issue No.1 in partly affirmative and has come to the conclusion that there is jural relationship of landlady and tenant, but negatived issue Nos.2 and 3 with regard to arrears of rent and also with regard to damages and has come to the conclusion that there was no rental agreement showing rate of rent as Rs.4,000/- per month and accordingly, dismissed the suit. Hence, the present appeal is filed before this Court.

7. The grounds urged in the appeal memo is that the Court below has rightly come to the conclusion that there exists jural relationship of landlady and tenant and despite having come to such a conclusion, the learned Trial

Judge has dismissed the suit of the plaintiff erroneously and allowed the respondent to continue in possession of the suit schedule property till the plaintiff/appellant pays Rs.2 Lakhs to the respondent/defendant. The very approach of the Court below is erroneous in holding that the respondent is entitled to hold the possession of the suit schedule property till the return of Rs.2 Lakhs on the basis of the Ex.D-4 despite the fact that the said agreement is entered into between the respondent and the family members of Chinnamma and the said agreement is only a mere loan agreement and if at all the respondent has any claim against the previous owners, she is entitled to file a separate suit for recovery of her money and she cannot withhold the possession of the suit schedule property on the ground that Rs.2 Lakhs is not paid. Further, the Court below has rightly come to the conclusion that the respondent having come to know the sale transaction in favour of the plaintiff, the respondent cannot contend that there is no attornmnet of tenancy in her favour and the respondent herself has issued legal notice dated 30.12.2009 calling upon Chinnamma, Manjula and Srinivasan and the plaintiff to refund the amount received from her, which is marked as Ex.P-5 and these documents

is sufficient to show that the respondent was very much aware of the sale transaction in favour of the plaintiff and the original owner. The Court below has committed an error in dismissing the suit even though after coming to the conclusion that there exists jural relationship between the parties. The Court below has come to the conclusion that Exs.D-1 to 3 have nothing to do with the suit schedule property and on the same basis, the learned trial judge ought to have come to the conclusion that Ex.D-4 also has nothing to do with the suit schedule property and it is mere a loan document between the respondent and previous owner. Hence, the present appeal is filed praying to set aside the judgment and decree of the Court below and direct the respondent/defendant to vacate and hand over the possession of the suit schedule property.

8. The learned counsel appearing for the appellant/plaintiff in his arguments has vehemently contended that the suit schedule property has been purchased by the plaintiff by paying valuable consideration and thereafter legal notice was issued to the defendant terminating the tenancy of the defendant in terms of Ex.P-1. The said notice was served through postal acknowledgment as per Ex.P-2 and no reply was given to the said notice. And thereafter, without any alternative, the suit is filed for ejectment of the defendant from the

suit schedule property. The plaintiff also relied upon Exs.P-1 to 11 to substantiate her claim. Though the Court below has come to the conclusion that there exists jural relationship the parties, but failed to direct the defendant to vacate and hand over the possession to the plaintiff. The very observation of the Court below that the plaintiff has to pay amount of Rs.2 Lakhs in terms of Ex.D-4 is erroneous. Hence, it requires interference of this court.

In support of his case, he has relied upon the judgment of the Hon'ble Supreme Court in the case of The State of Andhra Pradesh and Ors. –v- B. Ranga Reddy (D) by LR and Ors. reported in 2019 SAR (Civil) 990 and brought to my notice paragraph-18 of the said judgment and contended that no cross appeal or objection is filed by the respondent/defendant when there was a finding in favour of the plaintiff while answering issue No.1 that there exists jural relationship between the parties and the same has not been questioned. Hence, now he cannot contend that no jural relationship exists and the respondent is estopped from taking such a contention in the present appeal.

9. Per contra, the learned counsel appearing for the respondent/defendant contends that there was a gift deed in favour of the son, daughter-in-law and grand

children of the original owner, Smt.Chinnamma. The same was registered in the year 2003 and again the same was cancelled before the Sub-Registrar. The same cannot be cancelled before the sub-Registrar and it ought to have been cancelled before the court of law. In support of his contention, he has relied upon the judgment of this Court in the case of Narayanamma –v- Papanna reported in ILR 1987 KAR 3892 to contend that no unilateral cancellation in case of fraud, coercion, misrepresentation and undue influence, but only through court of law. Even the gift deed is not produced before the court. There is no dispute that there was a gift deed and hence, the issue of gift deed ought to have been decided by the Court below and without answering with regard to the gift deed, the Court below has committed an error.

The other contention of the respondent's counsel is that the plaintiff did not enquire before purchasing the property and hence he is not a bonafide purchaser. In support of his contention, he relied upon the judgment reported in AIR 2002 MADRAS 352 and brought to my notice paragraph 53. Referring to paragraph 53, he would contend that the plaintiff has not made any genuine enquiries in and around area where the property locates and parties reside and it is legal maxim "caveat Emptor" which would apply to the case in hand. It is bounden duty

of the purchaser to make all such necessary enquiries and to ascertain all the facts relating to the property to be purchased prior to committing in any manner and hence they cannot simply come forward to put up the general plea that they are the bonafide purchasers.

The counsel for the respondent also relied upon the judgment of this Court in the case of Sri.K.Raju –v- Bangalore Development Authority reported in ILR 2011 KAR 120 and brought to my notice paragraphs 40, 41 and 44 with regard to cancellation of gift deed is concerned and contended that the gift deed cannot be cancelled on the ground of fraud, coercion and misrepresentation and the authority is the Court to cancel the same.

The counsel also would contend that the plaintiff was aware of the fact that the possession has been delivered in favour of the defendant in terms of Ex.D-2 by the original owner and also by son, daughter and grand children of the original owner in terms of Ex.D-4, agreement. The court below considered only Ex.D-4 and not considered Exs.D-1 to 3 for having paid in all an amount of Rs.5 Lakhs. The Court below also did not consider the issue with regard to whether the plaintiff was a bonafide purchaser or not and

whether the gift deed was valid. Hence, prayed this court to remand the matter to the Court below for fresh consideration.

10. In reply to the arguments of the learned counsel appearing for the respondent/defendant, the learned counsel appearing for the appellant/plaintiff would contend that in terms of Ex.P-11, when the defendant has given reply to the notice, it is specifically mentioned that the tenancy is terminated and called upon the defendant to vacate the premises. The counsel also contends that Ex.P-1 is the termination notice given to the defendant calling upon the defendant to quit and vacate the premises and handover the same. Inspite of serving the notice in terms of Ex.P-1 and postal acknowledgment Ex.P-2, the defendant did not vacate or has given reply and hence, the defendant's counsel cannot contend that there is no compliance of Section 106 of the Transfer of Property Act.

Further, the counsel for the appellant with regard to contention of the counsel for respondent about the gift deed, he would contend that in the sale deed itself it is categorically stated that the gift deed was cancelled at the instance of the donor and donee and it was by mutual consent of parties and hence, there is no need to approach the court of law to cancel the gift deed. Hence, the counsel contends that the question of remanding the matter does

not arise at all and the scope of this appeal is very limited and with regard to nature of the suit filed before the court below, is only for ejectment. Hence, he would contend that no defence was taken with regard to the gift deed and with regard to the sale transaction entered into between the defendant and the original owner and only evidence was adduced before the Court below with regard to sale transaction and the same is not supported by any pleading.

The counsel for the appellant also brought to my notice Order VIII Rule 2 of CPC to contend that there is no any specific plea in the written statement and in the absence of any specific plea, the defence of the defendant cannot be accepted.

11. Having heard the arguments of the learned counsel for the appellant/plaintiff and the learned counsel for the respondent/defendant with regard to their respective contentions, the points that arise for the consideration of this Court are:

(i) Whether the Court below has committed an error in not ordering the defendant to quit and vacate the suit premises as sought in the plaint and has committed an error in dismissing the suit of the plaintiff even though answering issue No.1 as partly affirmative that there

exists jural relationship between the parties?

(ii) Whether the court below ought to have considered the contentions of the defendant that there was a gift deed and the same has not been decided by the Court below and whether it requires remand as contended by the defendant?

(iii) Whether the court below has not considered the contention of the defendant that the plaintiff is not a bonafide purchaser and has committed an error in considering the same and whether it requires interference of this court?

(iv) Whether the court below has committed an error in noticing that there is no any attornment of tenancy and no proper termination of tenancy under Section 106 of the Transfer of Property Act?

(v) What order?

Points (ii) and (iii):

12. Before considering point (i), I would like to consider points (ii) and (iii) with regard to the contention of the defendant that there was a gift deed in favour of the

son, daughter-in-law and grand children of the original owner and the same cannot be cancelled without approaching the court of law. The other contention is that the plaintiff did not make any genuine enquiry before purchasing the property. The said contentions of the defendant cannot be accepted for the reason that the suit is filed for the relief of ejectment and the issue with regard to gift deed and whether she is the bonafide purchaser is not within the scope of the suit which has been filed. The characteristic of the suit is only for ejectment of the defendant from the suit premises. Hence, the contention of the defendant cannot be accepted. Apart from that, the learned counsel appearing for the appellant/plaintiff brought to my notice that the said gift deed was cancelled by mutual consent of the donor and donee and there was no need to approach the court of law when there was mutual cancellation. There is a recital in the document of sale deed Ex.P-3 that as per mutual consent, the said gift deed is cancelled. The defendant cannot raise the issue with regard to whether the plaintiff had made any enquiry or not. Hence, points (ii) and (iii) are answered in the negative.

Points (i) and (iv):

13. The main contention of the plaintiff before this court is that even though the Court below has come to the conclusion that there exists jural relationship between the parties, but has made an observation that the amount of Rs.2 Lakhs has not been paid to the defendant in terms of Ex.D-4. It is contended by the appellant's counsel that if the defendant is having any grievance with the original owner and also the legal heirs of the original owner, the plaintiff cannot be forced to pay the amount. The remedy to the defendant is to recover the same by initiating appropriate proceedings.

The counsel appearing for the defendant would contend that the defendant in all has paid Rs.5 Lakhs in terms of Ex.D-1 to 4 and he has been in possession of the property based on the documents Ex.D-2 and 4. In terms of Ex.D-2, he has paid Rs.1 Lakh and in terms of Ex.D-4, he has paid an amount of Rs.2 Lakhs to the son, daughter and grand children of the original owner on account of the gift deed in favour of the son, daughter and legal representatives of the original owner.

14. Before considering these aspects, I would like to refer to the pleadings of the parties.

15. PW-1, the plaintiff has categorically contended that she has purchased the property in the year 2008 from Smt.Chinnamma and produced Ex.P-3, sale deed before the court and so also relied upon Ex.P-1, the legal notice/termination notice and Ex.P-2, postal acknowledgement. The defendant did not deny the receipt of Ex.P-1 and 2 and as well as it is clear that before initiating ejectment suit, the notice was issued to the defendant and no reply was given by the defendant.

However, the learned counsel appearing for the defendant would contend that the defendant himself has issued notice in terms of Ex.D-5 when the defendant came to know the sale transaction between the plaintiff and the original owner and the same has been served on the plaintiff. The plaintiff has given reply in terms of Ex.P-11. The said legal notice issued by the defendant is also marked as Ex.P-10 and in the reply in terms of Ex.P-11, the plaintiff has terminated the tenancy. Apart from that, the plaintiff has issued separate legal notice. The very contention of the defendant's counsel that there is no compliance of Section 106 of the Transfer of Property Act cannot be accepted. The defendant herself contended that in the legal notice, she came to know about the sale in favour of the plaintiff. When such being the case, the defendant cannot contend that there is no any attornment

of tenancy in view of Section 109 of Transfer of Property Act and there cannot be any termination of tenancy. The knowledge of sale itself is the attornment of tenancy by operation of law.

Now, coming to the question of defence, on perusal of the written statement, it is clear that the defendant has totally denied the averments made in the plaint. It is mentioned that defendant entered into premises and incurred amount to renovate the premises and also redeemed the mortgaged deed. Except this defence, no other specific defence is taken in the written statement.

16. The learned counsel appearing for the appellant/plaintiff would contend that there is no any specific defence with regard to oral sale agreement or for payment in terms of agreement and there is no any averment in the written statement for having paid an amount of Rs.5 Lakhs in favour of the original owner or to the beneficiaries of the gift deed. There is no specific plea in the written statement.

17. I would also like to refer to Order VIII Rule 2 and Rule 3 of the CPC. The same reads as under:

> *Rule 2 Order VIII of Code of Civil Procedure 1908 "Suits on lost negotiable instruments"*

The defendant must raise by his pleading all matters which show the suit not be maintainable, or that the transaction is either void or voidable in point of law, and all such grounds of defence as, if not raised, would be likely to take the opposite party by surprise, or would raise issues of fact not arising out of the plaint, as, for instance, fraud, limitation, release, payment, performance, or facts showing illegality.

Rule 3 Order VIII of Code of Civil Procedure 1908 "Denial to be specific"

It shall not be sufficient for a defendant in his written statement to deny generally the grounds alleged by the plaintiff, but the defendant must deal specifically with each allegation of fact of which he does not admit the truth, except damages.

18. The provisions of Order VIII Rule 2 of the CPC is very clear that new facts must be specifically pleaded in the written statement. It is clear that defendant must raise by his pleadings all matters which show that the suit is not be maintainable, or that the transaction is either void or voidable in point of law, and all such grounds of defence has to be raised. If not raised, would be likely to take the

opposite party by surprise, or would raise issues of fact not arising out of the plaint.

The provisions of Order VIII Rule 3 of the CPC is very clear that denial must be specific in the written statement.

19. Having considered the provisions of Order VIII Rules 2 and 3 of the CPC, there is no such specific defence in the written statement. However, the defendant has adduced his evidence before the court. On perusal of the same, it is contrary to the written statement. In her evidence she has deposed that there was an oral sale agreement between the defendant and the original owner Smt.Chinnamma and the sale transaction was fixed for Rs.3,50,000/- in the year 2010 and accordingly, he took over the empty possession of the site of the property on 20.9.2000 by paying Rs.90,000/- to Chinnamma and further spent Rs.75,000/- towards construction to put up structure. She has deposed that Chinnamma on 15.10.2000 received Rs.1 Lakh assuring to return after 6 years. It is deposed that Chinnamma collected Rs.50,000/- on 12.4.2003 in two installments. It is further deposed that the property was gifted in favour of the son, daughter and grand children of the original owner without informing

the defendant. It is also sworn to that on 20.12.2006, the defendant has paid a sum of Rs.2,00,000/- to Srinivasan and Manjula, who are the guardians of the minor children being the sale consideration with a fond hope that they would register the property in her name. She has also deposed in her evidence that from the year 2000 till 2006, the defendant has paid a sum of Rs.4,15,000/- inclusive of Rs.75,000/- spent towards construction of the suit premises. It is also sworn to that she was not a tenant under Smt.Chinnamma and she is enjoying the property as owner after paying sale consideration and after purchasing the property.

In the cross examination, the defendant admits that she has issued legal notice in terms of Ex.D-5 and also it is elicited that she had agreed to pay sale consideration of Rs.3,50,000/- to Chinnamma and her daughter-in-law. The same was not reduced in writing. She also admits that she did not obtain any licence from the concerned authority to construct the house after demolition of the old structure. She also admits that Chinnamma had not signed Ex.D-4. She admits that earlier there was one tenant in the suit schedule property, but she does not remember the name of the tenant. Further, she admits that after he vacated the house, she occupied the same through Chinnamma. It was suggested that in terms of Ex.D-5, she demanded

back the money, but she demanded the title of the house property from the plaintiff. The same is denied. She admits that she has not paid any amount to the plaintiff. She does not know whether the plaintiff has given reply or not to her notice.

The plaintiff in her evidence has reiterated the averments made in the plaint and got marked Exs.P-1 to 11. In the cross examination, it is elicited that Chinnamma is her vendor. It is suggested that the defendant never paid the rent amount to her vendor Chinnamma, the same was denied.

20. Having considered the pleadings of the parties and also the evidence before the court below, it is clear that the plaintiff has purchased the property in terms of Ex.P-3 and thereafter the notice has been issued in terms of Ex.P-1 and the same was served on the defendant as per Ex.P-2. No reply was given by the defendant. No doubt the defendant himself has given notice before the issuance of Ex.P-1 notice. The said legal notice was replied by the defendant in terms of Ex.P-11. PW-1 in her cross examination admitted that the defendant never paid any rent to her and it is suggested to her that she was paying rent to Chinnamma. The same is denied. It is to be noted that the defendant herself has got marked the document, agreement Ex.D-2. No doubt the said document Ex.D-2 is

not registered document. On perusal of Ex.D-2, it is clear that it is an agreement entered into between the parties i.e., Chinnamma, the original owner and defendant herein the defendant has paid an amount of Rs.1 Lakh in terms of the document. It is specific in the document Ex.D-2 that Chinnamma put the defendant to vacant possession of the portion of the premises and received the amount of Rs.1 Lakh. In the recital of the said document, it is clearly mentioned that the first party agrees that she shall not demand any rents whatsoever from the second party during the continuance of the agreement. The second party also agrees that she shall not demand any interest from the first party for the amount lent during the continuance of the agreement.

21. I would like to quote the judgment of this court reported in 2000 (4) Kar.L.J. 55 in the case of K.Amarnath –v- Smt.Puttamma. This court while dealing with regard to unregistered document has held that the question of admissibility in evidence, it is the duty of the court to examine the document independently whether it is duly stamped or not, irrespective of the fact whether an objection against marking is raised or not. Once the court admits a document in evidence even wrongly, such admission becomes final and cannot be questioned thereafter on ground that that document was

not duly stamped. This court in the said judgment not only dealt with regard to once the document is marked, the same cannot be questioned but also dealt with regard to usufructuary mortgage. Referring to Section 57 and 111 of Transfer of Property Act, the Court has discussed with regard to difference between 'mortgage' and 'lease'. A 'mortgage' is the transfer of immovable property for the purpose of securing loan. On the other hand, 'lease' is a transfer of a right to enjoy a property till determination of lease. A person desiring to take the premises on lease makes a deposit in lieu of making a monthly rent, the transaction is not mortgage, but only lease, irrespective of how transaction is descrbied in the written agreement. It is further held that in a suit for eviction of tenant in occupation of premises under lease, the tenant cannot deny existence of relationship of landlord and tenant and set up the relationship of debtor and creditor.

22. Having considered principles laid down in the case of K.Amarnath –v- Smt.Puttamma stated supra, it is clear that once document is marked and when the admissibility of document is not raised and the document clearly shows the recital with regard to deposit of amount in lieu of rent and continuing possession without making

payment of rent, the tenant now cannot contend that there is no jural relationship between the parties. No doubt the Court below also did not accept the contention of the defendant and held that there is jural relationship between the parties, but failed to take note of relief sought in the plaint directing the defendant to quit and vacate premises.

23. No doubt, I do not find any fault with the finding of the Court below in answering issues 2 and 3 since there was no rental agreement between the parties with regard to payment of rent of Rs.4,000/- as claimed by the plaintiff and also claiming damages from the defendant at the rate of Rs.10,000/- per month.

24. In the case on hand, Ex.D-2 is clear that an amount of Rs.1 Lakh was deposited with the original owner, Smt.Chinnamma defendant and possession was delivered and the there was recital in the agreement that the defendant need not pay rent and in lieu of rent she can continue possession of the premises. It is pertinent to note that the Court below has taken note of Ex.D-4 and not considered Ex.D-2. Ex.D-2 is marked without any objection. It is to be noted that this document is between the son, daughter in law and grand children of the original owner. It is also pertinent to note that this document came into existence in the year 2006 i.e., after the gift deed was

executed in the year 2003. In terms of this document, an amount of Rs.2 Lakhs is paid. The recitals in Ex.D-2 discloses that the first party agrees that she would not demand the rent from the second party during the continuance of the agreement and the second party agrees that she will not demand any interest from the first party for the amount lent during the continuance of the agreement. The documents Ex.D-2 and 4 are similar and these documents are executed after receiving the amount of Rs.1 Lakh and also Rs.2 Lakhs on different dates. When such being the case and when the amount has been paid to the original owner and beneficiaries in terms of the gift deed, then the said amount has to be paid to the tenant. Here already there was a sale deed in favour of the plaintiff and there is no recital with regard to the payment of the amount which has been taken from the defendant inthe said sale deed. When such being the case, I am of the opinion that the Court below has committed an error in not directing the plaintiff to pay the amount of Rs.1 Lakh and Rs.2 Lakhs in all Rs.3 Lakhs to pay the amount to the defendant in terms of the Exs.D-2 and D-4. Withoutdirecting the plaintiff to pay the amount, the defendant also cannot be asked to vacate the premises.

Though the evidence adduced by the defendant is not in consonance with her pleadings, the learned counsel appearing for the plaintiff submits that the plaintiff is ready to pay the amount which was paid in terms of Exs.D-2 and

4. Hence, it is appropriate to direct the plaintiff to pay the amount. The defendant also claims the amount based on Exs.D-1 and 3. On perusal of Ex.D-1 and 3 are in respect of advancing the amount and it is purely loan transaction between the vendor of the plaintiff and defendant. When such being the case, this court cannot consider Exs.D-1 and 3 to direct the plaintiff to pay the said amount. Hence, I am of the opinion that the plaintiff has to deposit the amount either before this court or before the Court below.

25. Hence, when the court comes to the conclusion that there exists jural relationship, the Court below ought to have directed the plaintiff to deposit the said amount and order the defendant to quit and vacate the premises. The same has not been done and the Court below has committed an error in dismissing the suit. The Court below has committed an error in not appreciating the documents available on record and erroneously dismissed the suit without assigning the reasons. The reasons assigned is only with regard to Ex.D-4 to pay the amount. Unless the amount is paid in terms of Exs.D-2 and D-4, the defendant cannot be directed to quit and vacate the premises. The Court below ought to have ordered for deposit of amount

and direct the defendant to quit and vacate the premises. The same has not been done.

26. In view of the discussions made above, I pass the following:

ORDER

(i) The appeal is allowed.

(ii) The impugned judgment and decree of dismissal of suit bearing O.S.No.1767/2010 dated 6.9.2013 on the file of the III Addl. City Civil & Sessions Judge, Bangalore City (CCH-25), is set aside.

(iii) The defendant is directed to quit, vacate and handover the possession of the suit premises to the plaintiff within two months from today.

(iv) The plaintiff is directed to pay the amount of Rs.3,00,000/- to the defendant. If the defendant fails to receive the amount and vacate the premises, the plaintiff shall deposit the amount either before this Court or the Trial Court and obtain the possession, in accordance with law.

(iv) The parties to bear their own cost.