



2025 INSC 1087

NON-REPORTABLE

**IN THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION**

**CIVIL APPEAL NO. _____ OF 2025
[ARISING OUT OF SLP (C) NO. 15565 OF 2021]**

H.S. PUTTASHANKARA

.....APPELLANT

VERSUS

YASHODAMMA

.....RESPONDENT

J U D G M E N T

J.K. MAHESHWARI, J.

1. Leave granted.
2. The appellant has preferred the instant appeal challenging the impugned final judgment dated 31.03.2021 passed by High Court of Karnataka at Bengaluru in House Rent Revision Petition No. 68 of 2017, whereby the High Court allowed the revision and set-aside the order dated 01.09.2017 passed by the Court of Small Causes at Bangalore (for brevity '**Rent Controller**') directing respondent to 'quit, vacate and deliver vacant possession' of the premise in question within a period of three months from the date of order.

3. The eviction proceeding was initiated under Section 27¹(2)(a) (e)(g) and (o) of the Karnataka Rent Act, 1999 (in short '**Rent Act**') and was resisted by disputing the jural relationship of landlord and tenant between the appellant and the respondent and also questioning the title of appellant on the property. The Rent Controller, after considering the available material concluded that the landlord-tenant relationship had been established between the appellant and respondent and allowed the eviction petition directing to vacate the suit property. The question of title was not looked into in detail considering the scope in eviction proceedings which is limited to look into landlord and tenant relationship. On revision petition filed, High Court allowed the same *vide* impugned order and set-aside the order of Rent Controller, noting that no positive documentary evidence has been brought to prove Sri Banappa was indeed his great grandfather, however, failed to prove his lineage and ownership. Further, the signature on the counter-foils of rent receipts issued by the appellant was categorically denied by the son of the respondent stating that those signatures were never

¹ Protection of tenants against eviction.

put by him. Being aggrieved, the appellant-landlord filed the present appeal.

4. As the present dispute revolves around the existence of the landlord-tenant relationship between the parties, however, our focus is on the facts relevant on the issue. The disputed property in question is property No. 7, 26th Cross, Cubon Pet, Bengaluru, 560002 (hereinafter referred to as '**suit property**'). Briefly outlined, the case of the appellant is that the respondent is tenant in the suit property, which originally belonged to his great grandfather namely Sri Banappa and devolved to his legal heirs namely H.S. Shankaranayarana and H.S. Sankappa. The said katha continued in the name of Sri Banappa and steps were being taken before the concerned authority for changing it in the name of appellant. The appellant became the owner of the suit property on the basis of the release deed dated 04.11.2015, which was executed in his favour by the H.S. Shankarnarayana and H.S. Sankappa. Admittedly, the mother of the respondent namely Mysore Lingamma was a tenant in the suit premises, which is reflected from the finding given by Rent Controller in HRC No. 1971/1980, i.e., eviction petition filed by appellant's father H.S. Shankarnarayana against respondent's mother

Mysore Lingamma qua the same suit premises, wherein it was admitted by Mysore Lingamma that appellant's father had been collecting rent from her. Therefore, the jural relationship of landlord-tenant existed between H.S. Shankarnayana and Mysore Lingamma. After her death, respondent being her daughter was substituted as her legal heir. Therefore, there is no dispute so far as jural relationship of landlord-tenant is concerned.

5. The respondent's case in brief is that there exists no jural relationship between the parties. The suit property belongs to Ankalappa Mutt and Sri Banappa was one of the Trustees of the Mutt. The appellant has no title to the suit property. Objections with respect to execution of release deed dated 04.11.2015 qua the suit property in favour of the appellant has already been submitted by the respondent to the revenue official, who have verified the documents, however, the factum of transfer is under cloud. The respondent is tenant under the Ankalappa Mutt. The appellant has not been able to prove his lineage through Sri Banappa and therefore, not being the owner of the suit property, eviction could not have been directed in favour of appellant.

6. Heard the learned counsel for the parties at length and perused the material on the record. The parties are at discord with respect to existence of jural relationship of landlord-tenant between them. In this regard, Section 43 of Karnataka Rent Act, 1999 (for brevity “**1999 Act**”), assumes significance, which is reproduced below as thus: -

“43. Dispute of relationship of landlord and tenant. –

(1) where in any proceeding before the Court, a contention is raised denying the existence of relationship of landlord and tenant as between the parties it shall be lawful for the Court to accept the document of lease or where there is no document of lease, a receipt of acknowledgement of payment of rent purported to be signed by the landlord as prima-facie evidence of relationship and proceed to hear the case.

(2) Where, –

(a) the lease pleaded is oral and either party denies relationship, and no receipt or acknowledgement of payment of rent as referred to in sub-section (1) above is produced, or

(b) in the opinion of the Court there is reason to suspects the genuine existence of the document of lease or the receipt or acknowledgement of payment of rent.

the Court shall at once stop all further proceedings before it and direct the parties to approach a competent Court of civil jurisdiction for declaration of their rights.”

7. On reading of the aforesaid, it is clear that whenever there is a dispute with respect to existence of landlord-tenant relationship, it shall be lawful for the Court to accept the document of the lease and in absence thereof, a receipt of

acknowledgment of payment of rent purported to be signed by the landlord as *prima-facie* evidence of relationship and proceed to hear the case. Landlord is defined under Section 3(e) of the 1999 Act, as per which: -

“(e) “landlord” means a person who for the time being is receiving or is entitled to receive, the rent of any premises, whether on his own account or on account of or on behalf of or for the benefit of any other person or as a trustee, guardian or receiver for any other person or who would so receive the rent or to be entitled to receive the rent, if the premises were let to a tenant;”

8. On a conjoint reading of the Section 3(e) and Section 43, it becomes evident that whenever a dispute arises as to the jural relationship between the parties, the Court has to examine lease agreement or in its absence, receipts acknowledging payment of rent signed by the landlord as *prima-facie* proof of such relationship and proceed with the hearing of the case. In case the existence or genuineness of these documents are put to question, or where the lease is oral and the parties deny the relationship, or there are reasons for Court to suspect the genuineness of the documents of either lease or receipt or acknowledgment of payment of rent, the proceedings shall to be halted and the parties be referred to a competent civil Court.

9. In the present case, as is borne from the original rent receipts brought on the record, the appellant issued the rent said receipt dated 20.07.2015 to the respondent for the rent collected qua the suit property in question for the period from 01.02.2013 to 31.05.2014, *prima-facie* indicates that he stood as the landlord for the purpose of Section 3(e) with respect to property in question. When the initial burden as per mandate of Section 43 of the 1999 Act was discharged by the appellant-landlord by producing the rent receipts acknowledging the payment of rent by the respondent-tenant qua the suit property, the Court rightly proceeded with hearing of the case and adjudicated the matter on merits. The High Court in its own wisdom, misdirected itself in exercise of revisional jurisdiction in setting aside the order of the Rent Controller on the premise that jural relationship of landlord-tenant does not exist between the parties because the appellant-landlord wasn't able to prove his lineage and relationship with Sri Banappa, who was purportedly the original owner of the suit property. Also, the High Court was heavily swayed by the fact that since the son of the respondent denied his signature on the rent receipts, meaning thereby that the signatures were never put by him and hence, there was no relationship that ever existed.

The High Court in reaching a conclusion contrary to the Rent Controller, conducted a fact-finding exercise, which as per settled law ought to have been avoided in revisional jurisdiction.

10. Be that as it may, upon review of facts in the present case, we find that the appellant-landlord filed a suit for eviction on 07.10.2016 against the respondent-tenant under Section 27 (2)(a) (e)(g) and (o) of the 1999 Act. The jural relationship of landlord-tenant was disputed by the respondent before the Rent Controller. The domain is governed by Section 43 of the 1999 Act, whereby, in case of such dispute, the Court has to examine the lease document, or in absence thereof, a receipt of acknowledgment of payment of rent purported to be signed by landlord as *prima-facie* evidence of the relationship between the parties. If such document is placed on record, the Court is to proceed with the hearing of the case. As discussed above, the original rent receipts issued by appellant-landlord were brought on record, discharging the initial burden as contemplated in Section 43 discussed above. Only in case where the lease is oral in nature and party denies the jural relationship and no receipt or acknowledgement of payment of rent is produced, or the Court suspects the genuineness of the documents, the Court is bound

to stop further proceedings and refer the parties before the competent Court for adjudication of their title, which implies that Rent Controller was not empowered to adjudicate the dispute related to title between the parties.

11. Having said so, once the initial burden was discharged by the appellant producing the rent receipts issued by him, the Rent Controller was justified in proceeding with the hearing of the case. The High Court, in revisional jurisdiction, ought to have appreciated the same in light of Section 43 of the 1999 Act before setting aside the order of Rent Controller, which, in our view, has not been duly considered. Therefore, the present appeal is allowed and the order passed by the High Court is set aside, restoring the order passed by the Rent Controller. Pending application(s) if any, shall stand dismissed.

.....J.
(J.K. MAHESHWARI)

.....J.
(VIJAY BISHNOI)

**NEW DELHI;
SEPTEMBER 09th 2025.**