



624, 2012 MLD 783, 2018 YLR 313 and 2019 YLR 2013 as well he submits FIR bearing crime No. 148/2019 whereas, eviction application was preferred after that FIR. He contends that many cheques were issued in favor of respondent No.1 and lastly cheque issued by the petitioner was bounced. According to learned counsel for respondent No.1 mere denial of relationship is not sufficient and order of the learned trial court on 16(1) of SRPO 1979 is in accordance with law whereby directions have issued to pay rent and he undertakes that whatever amount is deposited in pursuance of interim order (impugned) he will not withdraw the same until and unless the case is decided on merits including the issue of relationship between the parties.

I have examined the case law in *juxta-position*, contention raised by learned counsel for the respective parties. There is no cavil in the proposition that while deciding the issue under Section 16(1) of SRPO 1979 tentative assessment is to be made and conduct of the parties is very material here. Petitioner is claiming partnership whereas, respondent is claiming tenancy. In both position petitioner is required to pay the amount and has been practice in the last seven years. Admittedly there is no denial that after 2017 there is any single payment made by the petitioner in favor of respondent No.1, hence, under these circumstances when the petitioner is required to pay the amount as tenant or as partners directed to deposit that amount is not illegal. Accordingly, instant petition is dismissed alongwith listed applications