

**THE KERALA BUILDINGS (LEASE, STANDARD RENT  
AND OTHER FACILITIES) BILL, 2012**

**A**

***BILL***

*to regulate the leasing of buildings, to control the rent and protect  
the rights of the landlords and the tenants of such buildings in  
the State of Kerala.*

*Preamble.-* WHEREAS, it is expedient to regulate the leasing of buildings, to control the rent and to protect the rights of the landlords and the tenants of such buildings in the State of Kerala, to provide for the adjudication of disputes and matters connected therewith or incidental thereto;

BE it enacted in the Sixty-second year of the Republic of India, as follows:-

**1. Short title, extent and commencement.-** This Act may be called the Kerala Buildings (Lease, Standard Rent and Other Facilities) Act, 2012.

(2) It extends to the whole of the State of Kerala.

(3) It shall come into force at once.

**2. Definitions.-**(1) In this Act, unless the context otherwise requires,-

(a) “Appellate Authority” means the Appellate Authority constituted under section 40;

(b) “building” means any building, flat or hut or part of a building or hut, let or to be let separately for residential or non-residential purpose and includes,-

(i) the gardens, grounds, wells, tanks and structures, if any, appurtenant to such building, hut, or part of such building or hut, or land, let or to be let along with such buildings, flat or hut;

(ii) any furniture supplied by the landlord for use in such building, flat or hut and part of a building, flat or hut;

(iii) any fittings or machinery belonging to the landlord, affixed to or installed in such building, flat or part of such building or flat and intended to be used by the tenant for or in connection with the purpose for which such building, flat or part of such building or flat is let or to be let, but does not include a room in a hotel or boarding house;

(c) “Inspector” means an officer appointed under section 35 to perform the functions of the Inspector under this Act;

(d) “land” means a vacant land or land with building which is let or to be let for any use including the parking of vehicles or for the staking or storage facilities;

(e) “landlord” or “building owner” means a person who, is receiving or is entitled to receive the rent of any building, 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 be entitled to receive the rent, where the building is let to a tenant;

(f) “Local Self Government Institutions” means a town panchayat or a municipal council or a municipal corporation constituted under section 4 of the Kerala Municipality Act, 1994 (20 of 1994) or a Village Panchayat constituted under section 4 of the Kerala Panchayat Raj Act, 1994 (13 of 1994);

(g) “prescribed” means prescribed by rules made under this Act;

(h) “rent” means the amount paid as rent as agreed to by the landlord or building owner and the tenant under an agreement;

(i) “Rent Control Court” means the court constituted under section 34;

(j) “standard rent” in relation to any building means the rent fixed by the Rent Control Court under the provisions of this Act;

(k) “security deposit” means any payment, fee, deposit or charge to be used for any purpose including the recovery of rent defaults, repairing charges for the damage caused by the tenant or for any other item specified in the Tenancy Agreement.

(l) “tenant” means any person by whom or on whose account or on whose behalf the rent of any building is or but for a special agreement, would be payable and includes,-

(i) the heir or heirs of a deceased tenant; and

(ii) any person continuing in possession after the termination of the tenancy.

(m) “Tenancy Agreement” means an agreement in writing between a landlord and a tenant for the use and the occupancy of a building for residential or non-residential purpose on agreed terms and conditions.

(n) “Tenancy Period” means the period for which the building has been let to the tenant by the landlord;

(o) “Tenantable repairs” means such repairs which shall keep the building in the same condition in which it was let out except for the normal wear and tear;

(p) “Valuer” means an officer appointed under section 36 of the Act;

**3. Landlord and tenant to furnish particulars.-** (1) Every landlord and every tenant of a building shall furnish, a statement in writing signed by both, to the Secretary of a Local Self Government Institution wherein the building is situate containing the details of tenancy agreement in respect of the building within fifteen days from the date of commencement of the tenancy agreement along with a filing fee of fifty rupees.

(2) Where one of the parties alone signs, he shall, before filing the statement under sub-section (1), forward a copy of the same to the other party by registered post with acknowledgement due.

(3) On receipt of the statement, the Secretary of the Local Self Government Institution shall enter or cause to enter the details of the tenancy in a register maintained for that purpose noting the names of the landlord, tenant, the terms and conditions of

the tenancy and the date on which it was filed, with proper attestation.

(4) The Secretary of the Local Self Government Institution, on application made in this behalf and on payment of such fee as may, from time to time, be fixed by the Local Self Government Institution, issue to the applicant a certified copy of the extract from the property tax or house tax assessment register of the Local Self Government Institution, showing the rental value of the building in respect of which application has been made for the period specified in the application.

(5) The certified copy issued under sub-section(4) shall be received as evidence of the facts stated therein in any proceedings under this Act.

**4. *Inheritance of tenancy.***- (1) From the date of death of a tenant, the right of tenancy shall devolve upon his successors in the following order, namely:-

- (a) Spouse;
- (b) Children;
- (c) Parents;
- (d) Daughter-in-law, being the widow of his pre-deceased son:

Provided that the successor has ordinarily been living in the building with the deceased tenant as a member of his family upto the date of his death and was wholly dependent on the deceased tenant and the successor does not own or occupy a building in the same locality.

(2) If a person, being a successor, mentioned in subsection (1) was ordinarily living in the building with the deceased tenant but was not dependent on him on the date of his death or he or his spouse or any of his dependent children is owning or occupying a residential building in the locality, such successor shall acquire a right to continue in possession as a tenant for a limited period of one year from the date of death of the tenant and on the expiry of that period or on his death, whichever is earlier, the right of such successor to continue in possession of the building shall become extinguished:

Provided that the right of any successor to continue in possession of the building becomes extinguished, such extinguishment shall not affect the right of any other successor of the same category to continue in possession of the building and if there is no other successor of the same category, the right to

continue in possession of the building shall not, on such extinguishment, pass on to any other successor.

(3) The right of every successor referred to in sub-section(1) to continue in possession of the building as a tenant shall be strictly personal to him and shall not, on the death of such successor, devolve upon any of his heirs.

(4) Nothing contained in sub-section (1) or sub-section (2) shall apply to a non-residential building and the vacant possession of such building shall be delivered to the landlord within one year,-

(i) of the death of the tenant;

(ii) of the dissolution of the firm, in case the tenant is a firm;

(iii) of the winding up of the company, in case the tenant is a company;

(iv) of the dissolution of the corporate body other than a company, in case the tenant is such a corporate body.

**5. Rent Payable.-** The rent payable in relation to a building shall be,-



(a) the rent agreed upon by the landlord and the tenant;

or

(b) the standard rent fixed by the Rent Control Court under section 8:

Provided that if the tenancy extends beyond a period of three years, the rent payable shall be increased by twenty per cent in every three years.

**6. Other Charges Payable.-** (1) A tenant shall in addition to the rent payable pay the following charges to the landlord, namely:-

(a) charges for the amenities as agreed upon by the landlord and the tenant, subject to a maximum of fifteen per cent of the rent;

(b) maintenance charges at the rate of ten per cent of the rent payable.

(2) The landlord shall be, unless otherwise agreed, entitled to recover from the tenant the amount paid by him towards charges for electricity or water consumed or the charges, if any, payable by the tenant or any charges paid to the Local Self Government Institutions or other authority.

**7. Revision of rent in certain cases.-** (1) Where a landlord has at any time, before the commencement of this Act, with or without the approval of the tenant or after the commencement of this Act, with the written approval of the tenant, incurred expenditure for any improvement, addition or structural alteration in the building, not being expenditure on decoration or tenantable repairs necessary or usual for such building and the cost of that improvement, addition or alteration has not been taken into account in determining the rent of the building, the landlord may increase the rent per year by an amount not exceeding thirty per cent of such cost.

(2) Where a landlord intends to increase the rent of any building under sub-section (1), he shall give the tenant a notice of his intention to do so and such increase shall become due only in respect of the period of the tenancy after the expiry of thirty days from the date on which the notice is given.

(3) Every notice under sub-section (2) shall be in writing signed by or on behalf of the landlord and given in the manner provided under section 106 of the Transfer of Property Act, 1882 (Central Act 4 of 1882).

(4) Where, after the rent of a building has been fixed under the provisions of this Act or agreed upon, there has been a decrease or diminution in the accommodation or amenities provided in such building, the tenant may claim a reduction in the rent.

**8. Rent Control Court to fix standard rent etc.-** (1) The Rent Control Court shall, on an application made to it in this behalf, in the prescribed manner, in respect of any building,-

(i) fix the standard rent for such building after holding such enquiry as it thinks fit taking into consideration all evidentiary materials produced by both the parties and also the report of the valuer.

(ii) revise the rent as per the provisions of sections 5 and 7.

(2) the report of the valuer under sub-section(1) shall contain the details of all the facts taken note of by the valuer while inspecting the building and his reasons for his conclusion regarding the reasonable amount of rent the building may fetch on the date of his visit and the report shall only be considered as piece of evidence and not a conclusive one.

(3) In fixing the standard rent of any building part of which has been lawfully sub-let, the Rent Control Court may also fix the standard rent of such part so sub-let.

(4) The standard rent shall in all cases be fixed for a period of twelve months:

Provided that where any building is let or re-let for a period of less than twelve months, the standard rent for such tenancy shall bear the same proportion to the annual rent as the period of tenancy bears to twelve months.

(5) In fixing the standard rent of any building under this section, the Rent Control Court shall fix the standard rent thereof in its unfurnished condition and shall also determine an additional charge to be payable on account of any fittings or furniture supplied by the landlord.

(6) The Rent Control Court may, while fixing the standard rent or the increase or decrease in rent or other charges payable, order for payment of the arrears of amount due by the tenant to the landlord or landlord to the tenant in such number of instalments within a time to be fixed by the Rent Control Court.

**9. Fixation of interim rent.**- If an application for fixing the standard rent or for determining the increase or decrease of such rent is made under section 8, the Rent Control Court shall, as expeditiously as possible, make an order specifying the amount of the rent or the lawful increase or decrease pending final decision on the application and shall appoint the date from which the rent or lawful increase or decrease so specified shall have effect.

**10. Landlord to claim or receive agreed rent, other charges, if any, and security deposit or rent fixed by the Rent Control Court.**- The landlord shall not claim, receive or stipulate for the payment other than,-

(i) the rent, other charges and security deposit as agreed to between the landlord and the tenant;

(ii) the rent and other charges, if any, fixed by the Rent Control Court:

Provided that the landlord may receive or stipulate for the payment of an amount not exceeding six months' rent by way of security deposit.

**11. Payment of Rent.**- Every tenant shall pay rent and other charges, if any, payable within the time fixed in the agreement or in the absence of such stipulation, by the fifteenth day of the

succeeding month of the month for which it is payable and where any default occurs in the payment of rent and other charges, if any, the tenant shall be liable to pay simple interest at the rate of twelve per cent per annum from the date on which such payment of rent and other charges payable became due to the date on which it is paid.

**12. Receipt to be given for the rent paid.-** (1) Every tenant who makes payment of rent or other charges payable or security deposit to his landlord shall be entitled to obtain forthwith a written receipt for the amount paid duly signed by the landlord or his authorised agent.

(2) Where the landlord or his authorised agent refuses or neglects to deliver to the tenant the receipt under sub-section (1), the Rent Control Court shall, on an application filed in this behalf by the tenant, within two months from the date of payment and after hearing the landlord or his authorised agent, pass an order directing the landlord or his authorised agent to pay to the tenant, by way of damages, such sum not exceeding double the amount of rent or other charges paid by the tenant and the costs of the application and shall also grant a certificate to the tenant in respect of the rent or other charges paid.

(3) Where the landlord or his authorised agent refuses to accept or evades the receipt of rent and other charges payable to him the tenant shall, by notice in writing, require the landlord to supply him the particulars of his bank account in the locality in which the tenant shall deposit the rent and other charges payable to the landlord.

(4) Where the landlord does not supply the particulars of bank account, the tenant shall remit the rent and the other charges payable to the landlord, from time to time, through money order or any other lawful mode of payment after deducting the service charges.

**13. *Deposit of rent by the tenant.***- (1) Where the landlord does not accept the rent and other charges, if any, payable by the tenant as provided in section 11 or section 12 or refuses or neglects to deliver a receipt under section 12 or where there is a bonafide doubt as to the person to whom the rent is payable, the tenant shall deposit such rent and other changes, if any, payable with the Rent Control Court through an application in the prescribed manner.

(2) On deposit of the rent and other charges, if any, payable, the Rent Control Court shall send, in the prescribed manner, a copy of the application to the landlord or the persons claiming to be

entitled to the rent and other charges, payable with an endorsement of the date of the deposit.

(3) Where an application is made for the withdrawal of any deposit of rent and other charges, if any, payable, the Rent Control Court shall, on being satisfied that the applicant is the person entitled to receive the rent and other charges deposited, order the amount of the rent and other charges to be paid to the applicant, in the prescribed manner:

Provided that no order for payment of any deposit of rent and other charges payable shall be made by the Rent Control Court under this sub-section without giving all the persons named by the tenant in his application under sub-section (1) as claiming to be entitled to payment of such rent and other charges payable, an opportunity of being heard and such order shall be without prejudice to the rights of such persons to receive such rent and other charges payable as decided by a court of competent jurisdiction.

(4) Where any statement contained in an application filed by the tenant under sub-section (1) is contrary to the facts or incorrect, the landlord may file a petition before the Rent Control Court within thirty days from the date of receipt of the notice of deposit.



(5) On receipt of the petition under sub-section (4), the Rent Control Court, after giving the tenant an opportunity of being heard and on being satisfied that the statements in the petition are materially incorrect may impose on the tenant an amount which may extend to two months' rent as fine and may order that a sum out of the fine imposed be paid to the landlord as compensation in addition to the arrears of rent and other charges deposited.

(6) The Rent Control Court may, on a petition filed by the tenant, after giving an opportunity of being heard and on being satisfied that the landlord, without any reasonable cause, refused to accept the rent and other charges payable, though tendered to him, within the time referred to in section 11, impose on the landlord an amount which may extend to two months' rent as fine and may further order that a sum out of the fine imposed be paid to the tenant as compensation.

**14. Time limit for deposit of rent and consequences of incorrect particulars in the application for deposit.-** (1) No rent deposited under section 13 shall be considered to have been validly deposited under the said section, unless the deposit is made within twenty-one days from the date specified under section 11 for the payment of the rent.

(2) No such deposit shall be considered to have been validly made, if the tenant willfully makes any false statement in his application for depositing the rent, unless the landlord has withdrawn the amount deposited before the date of filing the application for the recovery of possession of the building from the tenant.

(3) Where the rent is deposited within the time limit specified under sub-section (1) and does not cease to be valid deposit for the reason mentioned in sub-section (2), the deposit shall constitute payment of rent to the landlord, as if the amount deposited had been validly tendered.

***15. Saving as to the acceptance of rent and other charges payable and forfeiture of deposit.***- (1) The withdrawal of rent and other charges, if any, payable, deposited under section 13, shall not operate as an admission of the correctness of the rate of rent and other charges payable during the period of default, the amount due, or of any other facts stated in the tenant's application for depositing the rent and other charges payable under the said section.

(2) Where any rent and other charges payable and deposited are not withdrawn, before the expiration of five years from the date of sending the notice of deposit, by the landlord or by the person

entitled to receive such rent and other charges payable shall be forfeited to Government by an order made by the Rent Control Court.

(3) Before passing an order of forfeiture, the Rent Control Court shall give notice to the landlord or to the person entitled to receive the rent and other charges in deposit by registered post at the last known address of such landlord or person and shall also publish the notice in the office of the Rent Control Court and in any local newspaper.

**16. *Period of Tenancy.***- (1) The period of tenancy in respect of a building shall be the period agreed to between the landlord and the tenant unless terminated otherwise.

(2) Notwithstanding anything contained in sub-section (1) or any other law for the time being in force, or in any judgment, decree or order of any Court , where the period of tenancy in respect of any existing tenancy of a building is over before the commencement of this Act and no proceedings for eviction are pending before any Court and the tenant is continuing in possession of the building, then the period of tenancy in such case shall continue upto six months from the date of commencement of this Act:

Provided that at any time before the said period, the landlord and the tenant may by a written agreement extend the period of tenancy.

(3) It shall be the duty of the tenant to hand over the physical vacant possession of the building to the landlord or his authorised agent immediately after the period of tenancy is over or terminated otherwise.

**17. Duties of landlord.**- (1) Subject to any agreement in writing to the contrary, every landlord shall be bound to keep the building in good and tenantable repairs.

(2) Where any repairs, without which the building are not habitable or usable and if the landlord neglects or fails to make them within a period of three months after issuing notice in writing, the tenant shall apply to the Rent Control Court for permission to make such repairs himself and shall submit to the Rent Control Court an estimate of the cost of such repairs and thereupon, the Rent Control Court shall after giving the landlord an opportunity of being heard and after considering such estimate of the cost and making such inquiries as it may consider necessary, by an order in writing, permit the tenant to make such repairs at such cost as may be specified in the order and it shall thereafter be lawful for the

tenant to make such repairs himself and to deduct the cost thereof, which shall in no case exceed the amount so specified, from the rent or otherwise recover it from the landlord :

Provided that the amount so deducted or recoverable from rent in an year shall not exceed one-half of the rent payable by the tenant for that year and any amount remaining not recovered in that year shall be deducted or recovered from rent in the subsequent years at the rate of not more than twenty-five percent of the rent for a month:

Provided further that where there are more than one tenant in a building owned by a landlord, the tenants thereof shall jointly carry out the repairs and share the expenses proportionately.

(3) Nothing in sub-section (2) shall apply to a building which,-

(a) at the time of letting out was not habitable or usable except with undue inconvenience and the tenant had agreed to take the same in that condition,

(b) after being let out was caused by the tenant to be not habitable or useable except with undue inconvenience.

(4) It shall be the duty of every landlord of a building to send a communication by registered post with acknowledgement due to

the nearest police station within whose jurisdiction the said building is situate incorporating the particulars of the building, name of the landlord, age, father's name, date of commencement of the period of tenancy, address and details of employment of the tenant along with a photostat copy of the identity proof of the tenant.

(5) The communication under sub-section (4) shall be forwarded within one month from the date of commencement of the period of tenancy

*Explanation:-* For the purpose of this section, the identity proof means any document such as Ration Card, Income Tax PAN Card, Driving Licence, Employment Identity Card in the case of Government Employees or any other identity issued by the Central or the State Government.

(6) A register containing the details of the buildings occupied by the tenants together with other particulars mentioned in sub-section (4) shall be maintained in each police station within the jurisdiction of which such building is situate.

(7) Any landlord who fails to furnish the information required under sub-section (4) shall on conviction be punished with a fine which may extend to ten thousand rupees for the first offence and

for the subsequent offence a simple imprisonment for a period not exceeding three months or with fine which shall not be less than ten thousand rupees.

**18. Duties of tenant.**- (1) Every tenant shall be bound to keep the building in good and tenantable repairs.

(2) The tenant shall allow the landlord or a person authorised by him to enter and inspect the building, in the prescribed manner.

(3) The tenant shall make good all damage caused to the building by his negligence within three months of being informed in writing to do so by the landlord failing which the landlord shall apply to the Rent Control Court for permission to make good the said damage and the Rent Control Court may decide the matter after giving the tenant an opportunity of being heard and after considering the estimate of the cost and making such inquiries as it may consider necessary, by an order in writing, permit the landlord to make such repairs at such cost as shall be specified in the order, and it shall thereafter be lawful for the landlord to make such repairs and to recover the cost of such repairs from the tenant, which shall in no case exceed the amount so specified.

(4) The tenant shall hand over the possession of the building on termination of tenancy in the same condition, except for the

normal wear and tear, when it was handed over to him at the beginning of such tenancy and in case where damage have been caused, not being the damage caused by *force majeure*, the tenant shall make good the damage caused to the building failing which the landlord may apply to the Rent Control Court and the Rent Control Court may decide the matter in the manner provided in sub-section (3).

(5) The tenant shall not, during the subsistence of tenancy or thereafter, demolish any improvement or alteration other than any fixture of a removable nature, without the permission of the landlord failing which such demolition or alteration shall be deemed to be a damage caused by such tenant under sub-section (3) and shall be dealt with in the manner provided in the said sub-section.

(6) The tenant shall vacate and hand over the building to the landlord, if the tenant is already in possession of a building or subsequently acquires possession of or puts up a building, reasonably sufficient for his requirement in the same city, town or panchayat.

**19. *Cutting off or withholding essential supply or services.***— (1) No landlord, either by himself or through any person purporting to act on his behalf, shall without just and sufficient



cause cut off or withhold any essential supply or services enjoyed by the tenant in respect of the building let out to him.

(2) Where a landlord contravenes the provisions of sub-section (1), the tenant may make an application, in the prescribed form, to the Rent Control Court complaining of such contravention.

(3) Where the Rent Control Court is satisfied that the essential supply or services was cut off or withheld by the landlord with a view to compel the tenant to vacate the building or to pay an enhanced rent, the Rent Control Court shall pass an interim order, without giving notice to the landlord, directing him to restore the amenities immediately, pending enquiry referred to in sub-section (4).

(4) Where the Rent Control Court on enquiry, finds that the essential supply or services enjoyed by the tenant in respect of the building was cut off or withheld by the landlord, without just and sufficient cause, he shall make an order directing the landlord to restore such supply or service.

(5) The Rent Control Court may, in its discretion, order a compensation not exceeding one thousand rupees,-

(a) to be paid to the landlord by the tenant, if the application under sub-section (2) was made frivolously or vexatiously;

(b) to be paid to the tenant by the landlord, if the landlord has cut off or withheld the supply or services without just and sufficient cause.

*Explanation I.-* For the purposes of this section, “essential supply or services” includes supply of water, electricity, lights in passage, lift and on staircases, conservancy and sanitary services.

*Explanation II.-* For the purpose of this section, withholding any essential supply or services shall include acts or omissions, on the part of the landlord on account of which the essential supply or services are cut off by the Local Self Government Institution or any other competent authority.

**20. Protection against arbitrary eviction of tenants.-** (1)

Notwithstanding anything contained in any other law for the time being in force or agreement, a tenant shall not be evicted, except in accordance with the provisions of this Act.

(2) The Rent Control Court on an application made to it by the landlord, in the prescribed manner, make an order for the recovery of possession of the building on one or more of the following grounds, namely:-

(a) that the tenant has neither paid nor tendered the whole of the arrears of rent and other charges recoverable under the provisions of this Act from him within two months from the date on which a notice of demand for payment of such amount 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);

(b) that the tenant has without the consent in writing of the landlord has sublet, assigned or otherwise parted with the possession of the whole or any part of the building;

(c) that the tenant has used the building for a purpose other than that for which it was let without obtaining the consent in writing of the landlord;

(d) that the building was let for use as a residential or commercial one and the tenant has not been occupying therein, without reasonable cause, for a period of six months immediately before the date of the filing of the application for the recovery of possession thereof;

(e) that the building or any part thereof has become unsafe or unfit for human habitation;

(f) that the landlord requires the building for carrying out the repairs or reconstruction which cannot be carried out without the building being vacated;

(g) that the building or any part thereof are required by the landlord for the purpose of immediate demolition ordered by the Government or a Local Self Government Institution or any other competent authority or the building is required by the landlord to carry out any work in pursuance of any improvement scheme or development scheme and that such work cannot be carried out without the building being vacated;

(h) that the building is required by the landlord for the purpose of repairs or reconstruction or make thereto any substantial addition or alteration including construction on the terrace or on the appurtenant land and that such repairs or reconstruction or addition or alteration cannot be carried out without the building being vacated:

Provided that no order for the recovery of possession under clause (f), (g) or (h) shall be made unless the Rent Control Court is satisfied that the plan and the estimate of such repairs or

re-construction, as the case may be, have been properly prepared and that the landlord has necessary means to carry out the said repairs or re-construction;

(i) that the building consists of not more than two floors and the same are required by the landlord for the purpose of immediate demolition with a view to re-build the same:

Provided that where the possession of the building has been recovered under clause (e), (f) or (g), a tenant so dispossessed shall have a right of first option to get the reconstructed building or such portion of the reconstructed building equivalent in area to the original building in which he was a tenant on new terms agreed upon by the parties or fixed by the Court after reconstruction in appropriate proceedings;

(j) that the tenant, his spouse or children ordinarily living with him have, whether before or after the commencement of this Act, built or acquired vacant possession of, or been allotted any building which is suitable for his use:

Provided that the Rent Control Court may in appropriate cases allow such period to the tenant to vacate the building as it may permit but not exceeding one year from the date of passing the order of eviction;

(k) that the building was let to the tenant for use as a residence by reason of his being in the service or employment of the landlord, and that the tenant has ceased, whether before or after the commencement of this Act, to be in such service or employment:

Provided that no order for the recovery of possession of any building shall be made on this ground where the Rent Control Court is of the opinion that there is a bonafide dispute as to whether the tenant has ceased to be in the service or employment of the landlord;

(l) that the tenant has, whether before or after the commencement of this Act, caused or permitted to be caused substantial damage to the building or such alteration to the building as has the effect of changing its identity or diminishing its value substantially;

(m) that the tenant or any person residing with the tenant has been convicted for causing nuisance or annoyance to a person living in the neighborhood of the building or has been convicted for using or for allowing the use of the building for an immoral or illegal purpose;

(n) that the tenant has, inspite of the previous notice, used or dealt with the building in a manner contrary to any

condition imposed on the landlord by the Government or the Local Self Government Institution while giving him a lease of the land on which the building is situate:

Provided that no order for the recovery of possession of any building shall be made on this ground if the tenant, within such time as may be specified in this behalf by the Rent Control Court, complies with the condition imposed on the landlord by any of the authorities referred to in this clause;

(o) that the tenant, in his reply having denied the ownership of the landlord, has failed to prove it or that such denial was not made in a bonafide manner;

(p) that the person in occupation of the building has failed to prove that he is a bonafide tenant;

(q) that the building let for residential or non-residential purpose shall be required, whether in the same form or after reconstruction or re-building, by the landlord for occupation for residential or non-residential purpose for himself or for any member of his family if he is the owner thereof or for any person for whose benefit the building is held and that the landlord or such person has no other reasonably suitable accommodation:

Provided that where the landlord has acquired the building by transfer, no application for the recovery of possession of such building shall lie under this clause unless a period of one year has elapsed from the date of the acquisition;

*Explanation I.-* Building let for a particular use may be required by the landlord for a different use if such use is permissible under law.

*Explanation II.-* For the purpose of this clause or section 21, 22, 23 or, 24 an occupation by the landlord of any part of a building of which any building let out by him forms a part shall not disentitle him to recover the possession of such building;

(r) that the tenant fails to deliver the possession after notice by the landlord to vacate after the expiry of the period of tenancy specified in the agreement.

(3) In any proceedings for eviction under clauses (f), (g), (h) of sub-section (2) of this section or section 22 or section 23 or section 24, the Rent Control Court may allow eviction from a part of the building if the landlord agrees to the same:

Provided that in case of part eviction, the rent and other charges payable, if any, by the tenant shall be decreased in proportion to the part evicted.



**21. Restriction against eviction not applicable to certain tenants.**— Nothing contained in section 20 shall apply to a tenant of a residential building for which the monthly rent is more than ten thousand rupees, of a commercial building for which the monthly rent is more than twenty thousand rupees and the eviction in such cases shall be governed by the conditions contained in the tenancy agreement and the provisions of the Transfer of Property Act, 1882(Central Act 4 of 1882).

**22. Right to recover immediate possession of the building to certain persons.**-(1) Where a person in occupation of any residential building allotted to him by the Government or any authority is required by, or in pursuance of, any general or special order made by the Government or authority to vacate such residential building, there shall accrue, from the date of such order, to such person, notwithstanding anything contained in this Act or in any other law for the time being in force or in any tenancy agreement, whether express or implied, custom or usage to the contrary, a right to recover immediate possession of any building let by him, his spouse or his children, as the case may be.

(2) Where a landlord exercises the right to recover possession under sub-section (1) of this section or section 20, 23 or 24 and had received,-

(a) any rent in advance from the tenant, he shall refund to the tenant such amount as represents the rent payable for the unexpired portion of the tenancy period or lease by depositing the same before the Rent Control Court on the date on which the delivery is to be effected or two weeks prior to the date fixed for the delivery of possession;

(b) any other charges payable he shall, in a like manner refund to the tenant a sum which shall bear the same proportion to the total amount so received, as the unexpired portion of the tenancy period or lease:

Provided that any default is made in making any refund, the landlord shall be liable to pay simple interest at the rate of twelve per cent per annum on the amount which he has failed to refund:

Provided further that the landlord may be permitted to set off any amount which he is lawfully entitled to recover from the tenant against the refund due to the tenant.

**23. Right to recover immediate possession of the building to the members of the Armed Force.-** (1) Where a person,-

(a) is a person released or released from any Armed Forces and the building let out by him, his spouse or his children, as the case may be, is required for his own residence; or

(b) is a dependent of a member of any Armed Forces who has been killed in action and the building let by such member is required for the residence of the family of such member. Such member, his spouse or his children, as the case may be, may, within one year from the date of his release or retirement from such Armed Forces or one year from the date of death of such member or within a period of one year from the date of commencement of this Act, whichever is later, apply to the Rent Control Court for the recovery of immediate possession of such building.

(2) Where a person is a member of any of the Armed Forces and has a period of less than one year preceding the date of his retirement and the building let by him, his spouse or his children, as the case may be, is required for his own residence after his retirement, he, his spouse or his children, as the case may be, at any time, within a period of one year before the date of his retirement, apply to the Rent Control Court for recovery of immediate possession of such building.

(3) Where the person, his spouse or his children referred to in sub-section (1) or sub-section (2) has let more than one building it shall be open to him, his spouse or his children, as the case may be, to make an application under sub-section (1) or sub-section (2) in respect of any one of the buildings of his choice.

*Explanation:-* For the purposes of this section “Armed Forces” means an Armed Force of the Union constituted under an Act of Parliament.

**24. Right to recover immediate possession of building by the Central Government and State Government employees.-** (1) Where a person is a retired employee of the Central Government or of a State Government and the building let by him, his spouse or his children is required for his own residence such person, his spouse or his children, as the case may be, may within one year from the date of his retirement or within a period of one year from the date of commencement of this Act, whichever is later, apply to the Rent Control Court for the recovery of immediate possession of such building.

(2) Where a person is an employee of the Central Government or of a State Government and has a period of less than one year preceding to the date of his retirement and the building let by him or

his spouse or his children is required by him for his own residence after his retirement, he, his spouse or his children, as the case may be, may, at any time within a period of one year before the date of retirement shall apply to the Rent Control Court for the recovery of immediate possession of such building.

(3) Where a person, his spouse or his children referred to in sub-section (1) or sub-section (2) has let more than one building, it shall be open to him to make an application under sub-section (1) or sub-section (2) in respect of anyone of the buildings of his choice.

*Explanation:-* For the purposes of sections 22, 23 and 24, “immediate possession” means possession recoverable on the expiry of sixty days from the date of the order of eviction.

**25. Right to recover immediate possession of the building by widows, persons with disability and senior citizens.-** (1) Where the landlord is,-

(a) a widow and the building was let by her or by her deceased husband; or

(b) a person with disability and the building was let by him; or

(c) a person who is of the age of sixty years or more and the building was let by him,

required by her or him or for her or his family or for any one ordinarily living with her or him for residential or non-residential purpose, such person may apply to the Rent Control Court for the recovery of immediate possession of such building.

(2) Where the landlord referred to in sub-section (1) has let more than one building, it shall be open to him to make an application under sub-section (1) in respect of any one of the residential buildings or any one of the non-residential buildings, as the case may be, of his choice.

*Explanation I.*- For the purpose of this section, "person with disability" means a person referred to in clause (1) of section 2 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (Central Act 1 of 1996) or clause (f) of section 2 of the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 (Central Act 44 of 1999).

*Explanation II.*- The right to recover possession under this section shall be exercisable only once in respect of residential and non-residential building.

**26. Payment of rent during eviction proceedings.**- (1) In a proceeding for the recovery of possession of any building on any

ground, the landlord may, at any stage of the proceedings, make an application to the Rent Control Court for passing an order against the tenant to pay the landlord the amount of rent legally recoverable and the Rent Control Court may, after giving the parties an opportunity of being heard, make an order directing the tenant to pay to the landlord or deposit with the Rent Control Court within one month from the date of such order, an amount calculated at the rate of rent last paid for the period for which the arrears of the rent were legally recoverable from the tenant including the period subsequent thereto upto the end of the previous month in which payment or deposit is made and continue to pay or deposit, monthly by the fifteenth day of each succeeding month, a sum equivalent to the rent at that rate.

(2) In any proceedings referred to in sub-section (1) and where there is any dispute as to the amount of rent payable by the tenant, the Rent Control Court may, within fifteen days from the date of the first hearing of the application, fix an interim rent in relation to the building, to be paid or deposited in accordance with the provisions of sub-section (1) until the rent in relation thereto is determined under the provisions of this Act and the amount of arrears, if any, calculated on the basis of the rent so determined

shall be paid or deposited by the tenant within one month from the date on which the standard rent is fixed or such further time as the Rent Control Court may allow in this behalf.

(3) In any proceedings referred to in sub-section (1), where there is any dispute as to the person or persons to whom the rent is payable, the Rent Control Court may direct the tenant to deposit with the Rent Control Court the amount payable by him under sub-section (1) or sub-section (2), as the case may be, and in such case, no person shall be entitled to withdraw the amount so deposited until the Rent Control Court decides the dispute and makes an order for the payment of the same.

***27. Recovery of possession for occupation and re-entry.***- (1) Where a landlord recovers possession of any building from the tenant in pursuance of an order made under clause (q) of sub-section (2) of section 20 or under section 23, 24 or 25, the landlord shall not, except with the permission of the Rent Control Court in the prescribed manner, re-let the whole or any part of the building within three years from the date of obtaining such possession:



Provided that where a landlord recovers possession of any building from the tenant in pursuance of an order made under clause (q) of sub-section (2) of section 20 for occupation after construction or rebuilding, the period of three years shall be reckoned from the date of completion of reconstruction or rebuilding, as the case may be.

(2) Where the landlord recovers possession of any building under section 20,23,24 or 25 and the building is not occupied by the landlord or by the person for whose benefit the building is held, within two months of obtaining such possession, or the building so occupied is, at any time within three years from the date of obtaining possession, re-let to any person other than the evicted tenant without obtaining the permission of the Rent Control Court, the Rent Control Court may on an application direct the landlord, if the tenant has not already built, acquired vacant possession of or been allotted the building, to put the tenant in possession of the building on the same terms and conditions or on new terms and conditions, if the building have been re-constructed or re-built or to pay him such compensation as the Rent Control Court thinks fit or with both as the facts and circumstances of the case may warrant.

**28. Recovery of possession for repairs or re-construction**

**and re-entry.-** (1) The Rent Control Court may, while making an order on the grounds specified in clause (e), (f), (g) or (h) of sub-section (2) of section 20, fix the new rent and ascertain from the tenant whether he elects to be placed in occupation of the building or part thereof from which he is to be evicted and if the tenant so elects, shall record the fact of the selection in the order and specify therein the date on which he shall deliver possession to the landlord so as to enable him to commence the work of repairs of the building or reconstruction, as the case may be and the date on which the landlord shall deliver the possession of the said building to the tenant.

(2) Where the tenant delivers possession on or before the date specified in the order, the landlord shall, on the completion of the work of repairs of the building or re-construction, put the tenant in occupation of the building or part thereof before the date specified in sub-section (1) or such extended date as may be specified by the Rent Control Court by an order.

(3) Where the tenant has delivered possession on or before the date specified in the order and the landlord fails to commence the work of repairs of the building or re-construction within three

months from the date specified, the Rent Control Court may, on an application by the tenant, order the landlord to put the tenant in occupation of the building on the same terms and conditions or on revised terms and conditions and to pay to the tenant such compensation as the Rent Control Court may think fit.

(4) A landlord may, after repairs or re-construction of the building apply to the Rent Control Court for an order directing the tenant to put the landlord in possession of the building if he bonafide needs the building for his own occupation or for the occupation by any member of his family depended on him:

Provided that if the landlord has another building of his own in his possession in the same city, town or village no such order of direction shall be issued except where the Rent Control Court is satisfied that for special reasons, in any particular case it shall be just and proper to do so:

Provided further that the Rent Control Court shall not give any such direction to a tenant to put the landlord in possession, if such tenant is depending for his livelihood mainly on the income derived from any trade or business carried on in such building and there is no other suitable building available in the locality for such person to carry on such trade or business:

Provided also that no landlord whose right to recover possession arises under an instrument of transfer *inter vivo* shall be entitled to apply to be put in possession until the expiry of one year from the date of the instrument.

Provided also that if a landlord after obtaining an order to be put in possession transfers his rights in respect of the building to another person, the transferee shall not be entitled to be put in possession unless he proves that he bonafide needs the building for his own occupation or for any member of his family depended on him.

**29. Recovery of possession in case of tenancies for limited period.**- (1) Where a landlord after obtaining the permission of the Rent Control Court, in the prescribed manner, lets the whole of the building or part thereof as a residence for such period, not being more than five years, as may be agreed to in writing between the landlord and the tenant and the tenant does not, on the expiry of the said period, vacate such building, then, notwithstanding anything contained in section 20 or in any other law, the Rent Control Court may, on an application by the landlord place the landlord in possession of the building or part thereof by evicting the tenant.

(2) The Rent Control Court shall not,-

(i) grant permission under sub-section (1) in respect of a building for more than two times consecutively except for good and sufficient reasons to be recorded in writing.

*Explanation.-* A permission granted under sub-section (1) shall not be construed to be consecutive, if a period of five years or more has elapsed after the expiry of the last limited period of tenancy.

(ii) entertain any application from the tenant calling in question the bonafides of the landlord in letting the building under this section.

(3) All applications made before the Rent Control Court and appeals made before the Appellate Authority by the tenant shall abate on the expiry of the period for which permission has been granted under sub-section (1).

(4) While passing an order under sub-section (1), the Rent Control Court may order damages to the landlord for the use or occupation of the building at double the last rent paid by the tenant together with interest at the rate of twelve per cent per annum for the period from the date of such order till the date of actual vacation by the tenant.

**30. *Special provision for recovery of possession in certain***

***cases.***- Where the landlord in respect of any building is a company or other body corporate or a co-operative society or a public institution then, notwithstanding anything contained in section 20 or in any other law for the time being in force the Rent Control Court may, on an application by such landlord, place the landlord in possession of such building by evicting the tenant, if the Rent Control Court is satisfied that,-

(a) the tenant to whom such building was let for use as a residence at a time when he was in the service or employment of the landlord, has ceased to be in such service or employment and the building is required for the use of employees of such landlord; or

(b) the tenant has acted in contravention of the terms, express or implied, under which he was authorised to occupy such building; or

(c) any other person is in unauthorized occupation of such building; or

(d) the building is required bonafide by the landlord for the use of employees of such landlord or, in the case of a public institution, for the furtherance of its activities.

*Explanation.-* For the purposes of this section, “public institution”, includes any educational institution, library, hospital and charitable dispensary but does not include any such institution set up by a private individual or group of individuals whether incorporate or not.

**31. *Permission to construct additional structures.*** - Where the landlord proposes to make any improvement in, or construct any additional structure on, any building which has been let to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure and the Rent Control Court, on an application by the landlord, is satisfied that the landlord is ready and willing to commence the work and that such work will not cause any undue hardship to the tenant, the Rent Control Court may permit the landlord to do such work and may make such other order as it thinks fit.

**32. *Special provision regarding vacant building sites.***- Notwithstanding anything contained in section 20, where any building which has been let comprises vacant land upon which it is permissible under the Building Rules for the time being in force, to erect any building, whether for use as a residence or for any other purpose and the landlord proposing to erect such building is unable

to obtain possession of the land from the tenant during the tenancy period and the Rent Control Court, on an application by the landlord, is satisfied that the landlord is willing to commence the work and that the severance of the vacant land from the rest of the building will not cause undue hardship to the tenant, the Rent Control Court may,-

- (a) direct such severance; or
- (b) place the landlord in possession of the vacant land; or
- (c) determine the rent payable by the tenant in respect of the rest of the building; or
- (d) make such other order as it thinks fit in the circumstances of the case.

**33. *Vacant possession to landlord.***- Notwithstanding anything contained in any other law for the time being in force, where the interest of a tenant in any building is determined for any reason whatsoever and any order is made by the Rent Control Court under this Act for the recovery of possession of such building, the order shall, subject to the provisions of section 32, be binding on all persons who may be in occupation of the building and vacant possession thereof shall be given to the landlord by evicting all such persons therefrom:



Provided that nothing in this section shall apply to any person who has an independent title to such building.

**34. *Constitution of Rent Control Court.***- The Government may, by notification in the Gazette, appoint a person who is or is qualified to be appointed as a Munsiff to be the Rent Control Court for such local area as may be specified therein.

**35. *Appointment of Inspectors.***- (1) The Government may by notification in the Gazette appoint such officers as they think fit to be Inspectors for the purpose of this Act and may assign to them such local limits of jurisdiction.

(2) The Inspectors may for the purpose of any investigation or enquiry under this Act enter any building, in the manner as may be prescribed.

**36. *Appointment of Valuers.***- The Government may, by notification in the Gazette, appoint officers as Valuers for any area having such qualification, as may be prescribed.

**37. *Duties and Powers of Valuer.***- (1) The Valuer shall assist the Rent Control Court in fixing the standard rent for any building in respect of which an application for fixation of standard rent is pending before the Rent Control Court.

(2) The Valuer shall, having regard to the situation, location and condition of the building, and the amenities provided therein,

and where there are similar or nearly similar buildings in the locality, having regard to the rent payable in respect of such buildings, submit a report to the Rent Control Court indicating in detail the method of calculation of standard rent fixed by him and stating the reasons for his conclusion.

(3) The Valuer shall prepare and submit the report for the purposes of section 8.

**38. Execution of Orders.-** Every order made by the Rent Control Court and every order passed in an appeal shall after the expiry of the time allowed therein, be executed by the Munsiff's Court or if there are more than one Munsiff's Court by the Principal Munsiff's Court having original jurisdiction over the area in which the building is situate as if it were a decree passed by it.

**39. Decisions which have become final not to be reopened.-** The Rent Control Court shall summarily reject any application under section 20 of the Act, which arises between the same parties or between parties under whom they or any of them claim substantially the same issue as have been finally decided in a former proceedings under this Act or under the corresponding provisions of any law in force prior to the commencement of this

Act or the corresponding provisions of any law repealed by this Act.

**40. Constitution of Appellate Authority.-** The Government may, by general or special order, notified in the Gazette, confer on such officers and authorities not below the rank of a District Judge, the powers of Appellate Authorities for the purpose of this Act in such areas or in such classes of cases as may be specified in the order.

**41. Appeal.-** (1) Any person aggrieved by an order passed by the Rent Control Court may, within thirty days from the date of such order, prefer an appeal in writing to the Appellate Authority having jurisdiction in the manner as may be prescribed.

(2) On such appeal being preferred, the Appellate Authority may order the stay of further proceedings in the matter, pending decision on the appeal.

(3) The Appellate Authority may call for the records of the case from the Rent Control Court and after giving the parties an opportunity of being heard and, if necessary, after making such further inquiry as it thinks fit shall decide the appeal.

*Explanation.-* The Appellate Authority may, while confirming the order of eviction passed by the Rent Control Court,

grant an extension of time to the tenant for putting the landlord in possession of the building.

(4) The Appellate Authority shall also have all the powers of the Rent Control Court including power for fixing the arrears of rent.

(5) The decision of the Appellate Authority, on an order of the Rent Control Court, shall be final and shall not be called in question in any Court of law.

**42. Costs.**- Subject to such conditions and limitations, if any, as may be prescribed, the costs and incidental expenses to all proceedings before the Rent Control Court or before the Appellate Authority shall be the discretion of the Rent Control Court or the Appellate Authority, as the case may be, which shall have full power to determine by whom or out of what property and to what extent such costs are to be paid and to give all necessary directions for the purpose.

*Explanation.* – The Appellate Authority may set aside or vary any order passed by the Rent Control Court with regard to the costs and the incidental expenses to the proceedings.

**43. Power to remand.**— While disposing of an appeal under this Act, the Appellate Authority may remand the case for fresh disposal by giving such directions as it may think fit.

**44. Order under the Act to be binding on sub-tenant.**— (1) Any order for the eviction of a tenant passed under this Act shall be binding on all sub-tenants under him, whether they are parties to the proceedings or not, provided such order was not obtained by fraud or collusion.

(2) Where sub-tenancy is allowed under the original tenancy agreement, the sub-tenants shall be made a party to the proceedings if notice of the sub-tenancy had been given to the landlord.

**45. Proceedings by or against legal representatives.**— The provisions of section 146 and Order XXII of the Code of Civil Procedure, 1908 ( Central Act 5 of 1908) shall, as far as possible, be applicable to the proceedings under this Act.

**46. Summons etc.**— (1) The Rent Control Court and the Appellate Authority shall subject to such conditions and limitations, as may be prescribed, have the powers which are vested in a Civil Court under the Code of Civil Procedure, 1908 (Central Act 5 of 1908) while trying a suit in respect of the following matters,-

(a) discovery and inspection;

- (b) enforcing the attendance of witnesses and requiring the deposits for their expenses;
- (c) compelling the production of documents;
- (d) examination of witnesses on oath;
- (e) granting adjournments ;
- (f) reception of evidence taken on affidavit;
- (g) issuing commission for the examination of witnesses and for local inspection;
- (h) setting aside *exparte* orders;
- (i) enlargement of time originally fixed or granted;
- (j) power to amend any defect or error in orders or proceedings; and
- (k) power to review its own order.

(2) The Rent Control Court or the Appellate Authority may summon and examine *suo motu* any person whose evidence appears to it to be material, and it shall be deemed to be a Civil Court within the meaning of sections 345 and 346 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974).

**47. Penalties.**- (1) Where any tenant sub-lets, assigns or otherwise parts with the possession of the whole or part of any building in contravention of the provisions of clause (b) of sub -

section (2) of section 19, the Rent Control Court may impose on the tenant a fine of five thousand rupees or double the rent received by the tenant for sub-letting for every month till such time the cause of the complaint ceases, whichever is more and the amount shall be paid to the landlord.

(2) Where a landlord contravenes the provisions of the sub-section (2) of section 27, the Rent Control Court may impose a fine which may extend to six months' rent of the building and may be ordered to be paid to the tenant.

(3) Where the tenant has delivered possession and the landlord fails to commence the work of repairs of the building or reconstruction, as the case may be, within three months from the specified date under sub-section (1) of section 28, the Rent Control Court may impose a fine equivalent to rent for three months and the same shall be ordered to be paid to the tenant.

(4) Where a tenant fails to make re-entry under sub-section (2) of section 27 within three months from the date of the completion of repairs of the building or reconstruction, as the case may be, after receipt of the intimation in writing by the landlord, the Rent Control Court may impose a fine equivalent to three months' rent of the building and may be ordered to be paid to the landlord.

**48. Time within which proceedings have to be completed.-** The Rent Control Court or the Appellate Authority shall, pass final orders in any proceedings before it within six months from the date of appearance of the parties thereto.

**49. Power to make rules.-** (1) The Government may, by notification in the Official Gazette, make rules for the purpose of carrying out the provisions of this Act.

(2) In particular and without prejudice to the generality of the foregoing powers such rules may provide for,-

(a) the manner in which the application under sub-section (1) of section 8 shall be made;

(b) the manner of depositing rent and other charges payable under sub-section (1) of section 13;

(c) the manner of sending copy of application to the landlord under sub-section (2) of section 13;

(d) the manner in which the rent or other charges to be paid to the applicant under sub-section (3) of section 13;

(e) the manner in which the entry and the inspection by the landlord or a person authorised by him in a building under sub-section (2) of section 18 shall be conducted;



(f) the manner in which application under sub-section( 2) of section 20 shall be made;

(g) the manner in which permission of the Rent Control Court shall be obtained by the landlord under sub-section (1) of section 27;

(h) any other matter which has to be or may be prescribed;  
and

(i) all matters expressly required or allowed by this Act to be prescribed.

(3) Every rule under this Act shall be laid as soon as may be after it is made before the Legislative Assembly while it is in session for a total period of fourteen days which may be comprised in one session or in two successive sessions, and if before the expiry of the session in which it is so laid or the session immediately following, the Legislative Assembly makes any modification in the rule or decides that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be, so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

**50. Exemptions.-** Notwithstanding anything contained in this Act, the Government may, in public interest or for any other sufficient cause, by notification in the Gazette, exempt any building or class of buildings from all or any of the provisions of this Act.

**51. Protection of action taken in good faith.-** (1) No suit, prosecution or other legal proceedings shall lie against any person for anything which is in good faith done or intended to be done in pursuance of this Act or any rule, order or direction made or issued thereunder.

(2) No suit or other legal proceedings shall lie against the Government, any officer or authority for any damage caused or likely to be caused by anything which is in good faith done or intended to be done in pursuance of this Act, any rule, order or direction made or issued thereunder.

**52. Power to remove difficulties.-** (1) If any difficulty arises in giving effect to the provisions of this Act, the Government may, before the expiry of two years from the date of commencement of this Act, by order do anything not inconsistent with the provisions of this Act which appears to it necessary for removing the difficulty.

(2) Every order issued under sub-section (1) shall be laid, as soon as may be after it is issued, before the Legislative Assembly.

**53. *Repeal and savings.***- (1) The Kerala Buildings (Lease and Rent Control) Act, 1965 (2 of 1965) is hereby repealed.

(2) Notwithstanding such repeal, the Rent Control Courts and the Appellate Authorities constituted under the repealed Act shall continue to be the Rent Control Courts and the Appellate Authorities, as the case may be, constituted under this Act.

(3) All investigations and proceedings pending before the Rent Control Courts and Appellate Authorities immediately before the commencement of this Act may be continued in accordance with the provisions of this Act.

## STATEMENT OF OBJECTS AND REASONS

More than 47 years have been passed after the Kerala Buildings (Lease & Rent Control) Act 1965 was brought in to force. During this long period various circumstances have been changed so much. The Kerala High Court in various decisions had pointed out the need for amendment to various provisions in the Act especially the provisions regarding the fixation of fair rent, conditions on which building let out can be evicted. The constitutional validity of the concerned provisions in the existing Act was questioned before the Kerala High Court. The court declared the provisions contained in Sections 5, 6 and 8 of the Act as ultra virus to the Constitution of India and void. The existing Act which was justified when ~~enacted~~<sup>enacted</sup>, has become unreasonable with the change in circumstances.

Due to drastic changes in the social setup and the economic conditions in the State, several provisions of the existing Act, besides the Sections 5, 6 and 8 of the Act, harshly acts on either the landlord or tenant and there is a public demand for a new legislation for and just in the changed setup now prevailing in the state. The existing provisions of the Act are not suitable for the local conditions existing in the State. The continuance of the Rent Control Laws and enactment of new one, however, became one of the urgent necessities in the interest of protection of landlord as well as tenant.

Therefore it is necessary to enact a new legislation for building lease to protect the right of the landlord and the tenant. In this context Government have proposed a new enactment in place of the existing Kerala Buildings (Lease & Rent Control) Act 1965 (Act 2 of 1965).

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## FINANCIAL MEMORANDUM.

**Section 34** of the Bill seeks to provide that the State Government may, by notification in the Gazette, appoint a person who is or is qualified to be appointed a Munsiff to be the Rent Control Court for such local area as may be specified therein.

**Section 35** of the Bill seeks to provide that the Government may, by notification in the Gazette, appoint such officers as they think fit to be Inspectors for the purpose of this Act and may assign to them such local limits of jurisdiction.

**Section 36** of the Bill seeks to provide that the Government may, by notification in the Gazette, appoint officers as Valuers for any area having such qualification, as may be prescribed.

**Section 40** of the Bill seeks to provide that the Government may, by general order or special order notified in the Gazette, confer such officers and authorities not below the rank of a District Judge, the powers of Appellate Authorities for the purpose of this Act in such areas or in such classes of cases as may be specified in the order.

The amount required for the payment of salaries and allowances of the above the mentioned officers and for maintenance of establishment for such officers will have to be met from the Consolidated Fund of the State.

3 } **Sub -clause 2 of Section 52** of the Bill further provides that the Rent Control Courts and Appellate Authorities constituted under the Kerala Buildings (Lease & Rent Control) Act 1965 shall continue as Rent Control Courts and Appellate Authorities constituted under the proposed legislation. Therefore, if the Bill is enacted and brought into operation, will not involve any additional expenditure from the Consolidated Fund of the State.

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## MEMORANDUM REGARDING DELEGATED LEGISLATION.

1. **Section 34** of the Bill seeks to empower the State Government by notification in the Gazette, appoint a person who is or is qualified to be appointed a Munsiff to be the Rent Control Court for such local area.

2. **Section 35** of the Bill seeks to empower the Government by notification in the Gazette, appoint such officers as they think fit to be Inspectors for the purpose of this Act and assign to them such local limits of jurisdiction.

3. **Section 36** of the Bill seeks to empower the Government by notification in the Gazette, appoint officers as Valuers for any area having such qualification.

4. **Section 40** of the Bill seeks to empower the Government by general order or special order notified in the Gazette, confer such officers and authorities not below the rank of a District Judge, the powers of Appellate Authorities for the purpose of this Act in such areas or in such classes of cases as may be specified in the order.

5. **Section 49** of the Bill seeks to empower the Government by notification in the official Gazette, make rules for the purpose of carrying out the provisions of the Act.

6. Matters in respect of which Rules may be made and notifications may be issued or orders may be issued, they are regarding matters of procedure or of routine or administrative in nature. Further the rules made under the Act are subject to scrutiny by the Legislative Assembly. The delegation of legislative power is of a normal character.

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## NOTES ON CLAUSES

1. **Section 34** of the Bill seeks to empower the State Government by notification in the Gazette, appoint a person who is or is qualified to be appointed a Munsiff to be the Rent Control Court for such local area.
2. **Section 35** of the Bill seeks to empower the Government by notification in the Gazette, appoint such officers as they think fit to be Inspectors for the purpose of this Act and assign to them such local limits of jurisdiction.
3. **Section 36** of the Bill seeks to empower the Government by notification in the Gazette, appoint officers as Valuers for any area having such qualification.
4. **Section 40** of the Bill seeks to empower the Government by general order or special order notified in the Gazette, confer such officers and authorities not below the rank of a District Judge, the powers of Appellate Authorities for the purpose of this Act in such areas or in such classes of cases as may be specified in the order.
5. **Section 49** of the Bill seeks to empower the Government by notification in the official Gazette, make rules for the purpose of carrying out the provisions of the Act.
6. Matters in respect of which Rules may be made and notifications may be issued or orders may be issued, they are regarding matters of procedure or of routine or administrative in nature. Further the rules made under the Act are subject to scrutiny by the Legislative Assembly. The delegation of legislative power is of a normal character.

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