



# **MADHYA PRADESH**

**Judicial Services Exam**

**CIVIL JUDGE (Junior Division)**

**High Court of Madhya Pradesh**

**Criminal Law & Procedure**

**Volume - 2**



# MADHYA PRADESH JUDICIARY SERVICES

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*The M.P. Accommodation Control Act*

# The M.P. Accommodation Control Act, 1961 (No. 41 of 1961)

## Chapter I

### Preliminary

#### 1. Short title, extent and commencement

- (1) This Act may be called The Madhya Pradesh Accommodation Control Act, 1961.
- (2) It extends to the whole of Madhya Pradesh.
- (3) The Act shall, in the first instance, be in force in the areas specified in the first Schedule, It shall come into force in other areas of the State on such dates as the State Government may, by notification, appoint and different dates may be appointed for different areas and for different provisions of the Act and thereupon the first Schedule shall be deemed to have been amended accordingly.

#### 2. Definitions - In this Act, unless the context otherwise requires

- (a) "**Accommodation**" means any building or part of a building, whether residential or non-residential and includes,-
  - (i) any land which is not being used for agricultural purposes;
  - (ii) garden, grounds, garages and out-houses, if any, appurtenant to such building or part of the building;
  - (iii) any fittings affixed to such building or part of a building for the more beneficial enjoyment thereof;
  - (iv) any furniture supplied by the landlord for use in such building or part of building;
- (b) "**Landlord**" means a person, who, for the time being, is receiving, or is entitled to receive, the rent of any accommodation, 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, if the accommodation were let to a tenant and includes every person not being a tenant who from time to time derives title under a landlord;
- (c) "**Lawful increase**" means an increase in rent permitted under the provisions of this Act;
- (d) "**Lease**" includes a sub-lease;
- (e) "**Member of the family**" in case of any person means the spouse, son, unmarried daughter, father, grandfather, mother, grandmother, brother, unmarried sister, paternal uncle, paternal uncle's wife or widow, or brother's

son or unmarried daughter living jointly with, or any other relation dependent on him;

- (f) "**Rent Controlling Authority**" means an officer appointed under Section 28;
- (g) "**repealed Act**" means the Madhya Pradesh Accommodation Control Act, 1955 (XXIII of 1955), repealed under Section 51;
- (h) "**standard rent**" in relation to any accommodation means standard rent referred to in Section 7 or where the standard rent has been increased under Section 8, such increased rent;
  - (i) "**Tenant**" means a person by whom or on whose account or behalf the rent of any accommodation is, or, but for a contract express or implied, would be payable for any accommodation and includes any person occupying the accommodation as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Act; but shall not include any person against whom any order or decree for eviction has been made.

### 3. **Act not to apply to certain accommodations**

- (1) Nothing in this Act shall apply to-
  - (a) Accommodation which is the property of the Government;
  - (b) Accommodation which is the property of a local authority used exclusively for non-residential purposes.
- (2) The Government may, by notification, exempt from all or any of the provisions of this Act any accommodation which is owned by any educational, religious or charitable institution or by any nursing or maternity home, the whole of the income derived from which is utilised for that institution or nursing home or maternity home.

## Chapter II

### Provisions Regarding Rent

4. **Provisions of the Chapter not to apply to certain accommodations for Specified period** - Nothing in this Chapter shall apply to any accommodation or part thereof, construction of which, was completed before or after the commencement of this Act, for a period of five years from the date on which completion of such construction was notified to the local authority concerned.
5. **Rent in excess of standard Rent not Recoverable**
- (1) No tenant shall, notwithstanding any agreement to the contrary, be liable to pay to his landlord for the occupation of any accommodation any amount in excess of the standard rent of the accommodation.
  - (2) Any agreement for the payment of rent in excess of the standard rent shall be construed as if it were an agreement for the payment of the standard rent only.
6. **Unlawful charges not to be claimed or received -**
- (1) Subject to the provisions of this Act, no person shall claim or receive any rent in excess of the standard rent, notwithstanding any agreement to the contrary.
  - (2) No person shall, in consideration of the grant, renewal or continuance of a tenancy or sub-tenancy of any accommodation,-
    - (a) claim or receive the payment of any sum as premium or puggree or claim or receive any consideration whatsoever, in cash or in kind, in addition to the rent; or
    - (b) Except with the previous permission of the Rent Controlling Authority, claim or receive the payment of any sum exceeding one month's rent of such accommodation as rent in advance.
  - (3) It shall not be lawful for the tenant or any other person acting or purporting to act on behalf of the tenant or a sub-tenant to claim or receive any payment in consideration of the relinquishment, transfer or assignment of his tenancy or sub-tenancy, as the case may be, of any accommodation.
  - (4) Nothing in this Section shall apply to any payment made under an agreement by any person to a landlord for the purpose of financing the construction of the whole or part of any accommodation on the land belonging to, or taking on lease, by the landlord, if one of the conditions of the agreement is that the landlord is to let to that person the whole or part of the accommodation when completed for the use of that person or any member of his family :
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Provided that such payment shall not exceed the amount of agreed rent for a period of five years of the whole or part of the accommodation to be let to such person.

- (5) Any payment made under sub-section (4) shall be deemed to be the payment of rent in advance for such period from the commencement of the tenancy to which it is relatable.

**7. Standard Rent** - "Standard rent" in relation to any accommodation means-

- (1) where reasonable annual rent or fair rent has been fixed by a competent authority under the repealed Act or prior to the commencement of the repealed Act, as the case may be, by a competent authority under the enactment for the time being in force, such reasonable annual rent or fair rent ;

- (2) (i) where the accommodation was let out on or before the 1st day of January, 1948, and the reasonable annual rent or fair rent has not been so fixed, the rent of that accommodation as shown in the Municipal Assessment Register or as was realised on the 1st day of January, 1948, whichever is less; or

- (ii) where the accommodation was not let out on or before the 1st day of January, 1948, the rent of that accommodation as shown in the Municipal Assessment Register or as could be realised on the 1st day of January, 1948, whichever is less ; increased-

- (a) in the case of a residential accommodation and accommodation used for education purposes, by thirty-five per cent of such rent;

- (b) in the case of other accommodation, by seventy per cent of such rent; and

- (c) in case the tenant is not liable to pay the municipal tax and there has been any increase in municipal tax subsequent to 1st day of January, 1948, by an amount equal to such increase :

Provided that the increase specified in paragraphs (a) and (b) shall be permissible only if the accommodation has been kept in good and tenantable repairs;

- (3) In case of accommodation not falling under clause (1) or (2) above,-

- (a) if the accommodation is separately assessed to municipal assessment, the annual rent according to such assessment plus fifteen per cent thereon;

- (b) if only a part of the accommodation is so assessed, the proportionate amount of the annual rent for the whole accommodation according to such assessment plus fifteen per cent thereon;

- (c) if the accommodation is not so assessed,-

- (i) the annual rent calculated with reference to the rent agreed upon between the landlord and the tenant when such accommodation is first

- let out, and if it has not been so let out, to such amount for which it could be let out immediately after its construction was completed; or
- (ii) The annual rent calculated on the basis of annual payment of an amount equal to  $6\frac{3}{4}$  per cent per annum of the aggregate amount of the actual cost of construction and the market price of the land comprised in the accommodation on the date of the commencement of the construction; whichever is less.

## **8. Lawful increase of standard rent in certain cases and recovery of other charges.**

- (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 or of the Rent Controlling Authority, incurred expenditure for any improvement, addition or structural alteration in the accommodation not being expenditure on decoration or tenantable repairs necessary or usual for such accommodation, and the cost of that improvement, addition or alteration has not been taken into account, in determining the rent of the accommodation, the landlord may lawfully increase the standard rent per year by an amount not exceeding ten per cent of the rent payable, for the time being.
- (2) Where a landlord pays in respect of the accommodation any charge for electricity or water consumed in the accommodation or any other charge levied by a local authority having jurisdiction in the area which is ordinarily payable by the tenant, he may recover from the tenant the amount so paid by him, but the landlord shall not save as provided in Section 7, recover from the tenant whether by means of an increase in rent or otherwise, the amount of any tax on building or land imposed in respect of the accommodation occupied by the tenant :
- Provided that nothing in this sub-section shall affect the liability of any tenant under an agreement, whether express or implied, to pay from time to time the amount of any such tax as aforesaid.

## **9. Notice of Increase of Rent**

- (1) Where a landlord wishes to increase the rent of any accommodation, he shall give the tenant notice of his intention to make the increase and in so far as such increase is lawful under this Act, it shall be due and recoverable only in respect of the period of the tenancy after the expiry of thirty days from the date on which the notice is given.
- (2) Every notice under sub-section (1) must be in writing signed by or on behalf of the landlord and either be sent by registered post acknowledgment due to



the tenant or be tendered or delivered personally to him, or to one of his family or servants at his residence, or (if such tender or delivery is not practicable) affixed to a conspicuous part of the accommodation.

**10. Rent Controlling Authority to fix standard rent, etc -**

- (1) The Rent Controlling Authority shall, on an application made to it in this behalf, either by the landlord or by the tenant, in the prescribed manner, fix in respect of any accommodation-
    - (i) The standard rent in accordance with the provisions of Section 7; or
    - (ii) The increase, if any, referred to in Section 8.
  - (2) In fixing the standard rent of any accommodation or the lawful increase thereof, the Rent Controlling Authority shall fix an amount which appears to it to be reasonable having regard to the provisions of Section 7 or Section 8 and the circumstances of the case.
  - (3) In fixing the standard rent of any accommodation part of which has been lawfully sub-let, the Rent Controlling Authority may also fix the standard rent of the part sub-let.
  - (4) Where for any reason it is not possible to determine the standard rent of any accommodation on the principles set forth under Section 7, the Rent Controlling Authority may fix such rent as would be reasonable having regard to the situation, locality and condition of the accommodation and the amenities provided therein and where there are similar or nearly similar accommodations in the locality, having regard also to the standard rent payable in respect of such accommodations.
  - (5) The standard rent shall be fixed for a tenancy of twelve months :  
Provided that where the tenancy is from month to month or for any period less than a month, the standard rent for such tenancy shall bear the same proportion to the annual standard rent as the period of tenancy bears to twelve months.
  - (6) In fixing the standard rent of any accommodation under this Section, the Rent Controlling Authority shall fix the standard rent thereof in an unfurnished state and may also determine an additional charge to be payable on account of any furniture supplied by the landlord and it shall be lawful for the landlord to recover such additional charge from the tenant.
  - (7) In fixing the standard rent of any accommodation under this Section, the Rent Controlling Authority shall specify a date from which the standard rent so fixed shall be deemed to have effect :  
Provided that in no case the date so specified shall be earlier than thirty days prior to the date of the filing of the application for the fixation of the standard rent.
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11. **Fixation of Interim Rent** - If an application for fixing the standard rent or for determining the lawful increase of such rent is made under Section 10, the Rent Controlling Authority shall, pending final decision on the application, make, as expeditiously as possible, a provisional order specifying the amount of the interim rent or lawful increase to be paid by the tenant to the landlord and shall appoint the date from which such interim rent or lawful increase so specified shall be deemed to have effect.

## Chapter III

### Control of Eviction of Tenants

**11A. Certain provisions not to apply to certain categories of landlords -**

The provisions of this Chapter so far as they relate to matter specially provided in Chapter III-A shall not apply to the landlord defined in Section 23-J.

**12. Restriction on eviction of tenants -**

(1) Notwithstanding anything to the contrary contained in any other law or contract, no suit shall be filed in any civil Court against a tenant for his eviction from any accommodation except on one or more of the following grounds only, namely :

- (a) That the tenant has neither paid nor tendered the whole of the arrears of the rent legally recoverable from him within two months of the date on which a notice of demand for the arrears of rent has been served on him by the landlord in the prescribed manner;
  - (b) That the tenant has, whether before or after the commencement of this Act, unlawfully sub-let, assigned or otherwise parted with the possession of the whole or any part of the accommodation for consideration or otherwise;
  - (c) That the tenant or any person residing with him has created a nuisance or has done any act which is inconsistent with the purpose for which he was admitted to the tenancy of the accommodation, or which is likely to affect adversely and substantially the interest of the landlord therein: Provided that the use by a tenant of a portion of the accommodation as his office shall not be deemed to be an act inconsistent with the purpose for which he was admitted to the tenancy;
  - (d) That the accommodation has not been used without reasonable cause for which it was let, for a continuous period of six months immediately preceding the date of the filing of the suit for the recovery of possession thereof;
  - (e) That the accommodation let for residential purposes is required bonafide by the landlord for occupation as a residence for himself or for any member of his family, if he is the owner thereof, or for any person for whose benefit the accommodation is held and that the landlord or such person has no other reasonably suitable residential accommodation of his own in his occupation in the city or town concerned ;
  - (f) That the accommodation let for non-residential purposes is required bonafide by the landlord for the purpose of continuing or starting his
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business or that of any of his major sons or unmarried daughters if he is the owner thereof or for any person for whose benefit the accommodation is held and that the landlord or such person has no other reasonably non-residential accommodation of his own in his occupation in the city or town concerned;

- (g) That the accommodation has become unsafe, or unfit for human habitation and is required bonafide by the landlord for carrying out repairs which cannot be carried out without the accommodation being vacated;
- (h) That the accommodation is required bona fide by the landlord for the purpose of building or rebuilding or making thereto any substantial additions or alterations and that such building or re-building or alterations cannot be carried out without the accommodation being vacated;
- (i) That the tenant has, whether before or after the commencement of this Act, built, acquired vacant possession of, or, been allotted an accommodation suitable for his residence;
- (j) That the accommodation 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;
- (k) That the tenant has, whether before or after the commencement of this Act, caused or permitted to be caused substantial damage to the accommodation;
- (l) That the tenant has given written notice to quit and in consequence of that notice, the landlord has contracted to sell the accommodation or has taken any other step as a result of which his interests would seriously suffer if he is not put in possession of that accommodation;
- (m) That the tenant has, without the written permission of the landlord, made or permitted to be made, any such construction as has materially altered the accommodation to the detriment of the landlord's interest or is likely to diminish its value substantially;
- (n) In the case of accommodation which is open land, that the landlord requires it for constructing a house on it;
- (o) That the tenant has without the written permission of the landlord also taken possession of such portion or portions of accommodation which is not included in the accommodation let to Him and which the tenant has not vacated in spite of a written notice of the landlord in that behalf;

- (p) That the tenant has been convicted under any law for the time being in force of an offence of using the building or allowing the building to be used for immoral or illegal purposes.
- (2) No order for the eviction of tenant in any proceeding under sub-section (1) shall be binding on any sub-tenant referred to in Section 15 who has given notice of his sub-tenancy to the landlord under the provisions of that Section, unless the sub-tenant is made a party to the proceeding and the order for eviction is made binding on him.
- (3) No order for the eviction of a tenant shall be made on the ground specified in clause (a) of sub-section (1), if the tenant makes payment or deposit as required by Section 13 :
- Provided that no tenant shall be entitled to the benefit under this sub-section, if, having obtained such benefit once in respect of any accommodation, he again makes a default in the payment of rent of that accommodation for three consecutive months.
- (4) Where a landlord has acquired any accommodation by transfer, no suit for the eviction of tenant shall be maintainable under sub-section (1) on the ground specified in clause (e) or clause (f) thereof, unless a period of one year has elapsed from the date of the acquisition.
- (5) Where an order for the eviction of a tenant is made on the ground specified in clause (e) of sub-section (1), the landlord shall not be entitled to obtain possession thereof before the expiration of a period of two months from the date of the order.
- (6) Where an order for the eviction of a tenant is made on the ground specified in clause (f) of sub-section (1), the landlord shall not be entitled to obtain possession thereof-
- (a) before the expiration of a period of two months from the date of the order;and
- (b) if the accommodation is situated in cities of Gwalior (including Lashkar and Morar), Indore, Ujjain, Ratlam, Bhopal, Jabalpur, Raipur, Durg or such other towns or cities specified by the State Government by a notification in that behalf, unless the landlord pays to the tenant such amount by way of compensation as may be equal to-
- (i) double the amount of the annual standard rent of the accommodation in the following cases, namely:-
- (a) where the accommodation has, for a period of ten years immediately preceding the date on which the landlord files a suit for possession thereof, been used for business purposes or for any other purpose along with such purposes, by the tenant who is being evicted;
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- (b) where during the aforesaid period of ten years, the tenant carrying on any business in the accommodation has left it, and the tenant immediately succeeding has acquired the business of his predecessor either through transfer or inheritance;
- (ii) The amount of the annual standard rent in other cases.]
- (7) No order for the eviction of a tenant shall be made on the ground specified in clause (h) of sub-Section (1), unless the Court is satisfied that the proposed reconstruction will not radically alter the purpose for which the accommodation was let or that radical alteration is in the public interest, and that the plans and estimates of such reconstruction have been properly prepared and that necessary funds for the purpose are available with the landlord.
- (8) No order for the eviction of a tenant shall be made on the ground specified in clause (j) of sub-Section (1), if any dispute as to whether the tenant has ceased to be in the service or employment of the landlord is pending before any authority competent to decide such dispute.
- (9) No order for the eviction of a tenant shall be made on the ground specified in clause (k) of sub-Section (1), if the tenant, within such time as may be specified in this behalf by the Court, carries out repairs to the damage caused to the satisfaction of the Court or pays to the landlord such amount by way of compensation as the Court may direct.
- (10) No order for the eviction of a tenant shall be made on the ground specified in clause (m) of sub-Section (1), if the tenant within such time as may be specified in this behalf by the Court restores the accommodation to its original condition or pays to the landlord such amount by way of compensation as it may direct.
- (11) No order for the eviction of a tenant shall be made on the ground specified in clause (o) of sub-Section (1), if the tenant within such time as may be specified in this behalf by the Court vacates the portion or portions of accommodation not let to him and pays to the landlord such amount by way of compensation as it may direct.

### **13. When tenant can get benefit of protection against eviction**

- (1) On a suit or any other proceeding being instituted by a landlord on any of the grounds referred to in Section 12 or in any appeal or any other proceeding by a tenant against any decree or order for his eviction, the tenant shall, within one month of the service of writ of summons or notice of appeal or of any other proceeding, or within one month of institution of appeal or any other proceeding by the tenant, as the case may be, or within such further time as the Court may on an application made to it allow in this behalf, deposit in the
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Court or pay to the landlord, an amount calculated at the rate of rent at which it was paid, for the period for which the tenant may have made default including the period subsequent thereto up to the end of the month previous to that in which the deposit or payment is made ; and shall thereafter continue to deposit or pay, month by month by the 15th of each succeeding month a sum equivalent to the rent at that rate till the decision of the suit, appeal or proceeding, as the case may be.

- (2) If in any suit or proceeding referred to in sub-Section (1), there is any dispute as to the amount of rent payable by the tenant, the Court shall, on a plea made either by landlord or tenant in that behalf which shall be taken at the earliest opportunity during such suit or proceeding, fix a reasonable provisional rent, in relation to the accommodation, to be deposited or paid in accordance with the provisions of sub-Section (1) and no Court shall, save for reasons to be recorded in writing, entertain any plea on this account at any subsequent stage.
- (3) If, in any proceeding referred to in sub-Section (1), there is any dispute as to the person or persons to whom the rent is payable, the Court may direct the tenant to deposit with the Court the amount payable by him under sub-Section (1) or sub-Section (2), and in such a case, no person shall be entitled to withdraw the amount in deposit until the Court decides the dispute and makes an order for payment of the same.
- (4) If the Court is satisfied that any dispute referred to in sub-Section (3) has been raised by a tenant for reasons which are false or frivolous, the Court may order the defence against eviction to be struck out and proceed with the hearing of the suit.
- (5) If a tenant makes deposit or payment as required by sub-section (1) or sub-Section (2), no decree or order shall be made by the Court for the recovery of possession of the accommodation on the ground of default in the payment of rent by the tenant, but the Court may allow such cost as it may deem fit to the landlord.
- (6) If a tenant fails to deposit or pay any amount as required by this Section, the Court may order the defence against eviction to be struck out and shall proceed with the hearing of the suit, appeal or proceeding, as the case may be.

#### **14. Restrictions on sub-Letting**

- (1) No tenant shall, without the previous consent in writing of the landlord,-
    - (i) Sub-let the whole or any part of the accommodation held by him as a tenant; or
    - (ii) Transfer or assign his rights in the tenancy or in any part thereof.
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- (2) No landlord shall claim or receive the payment of any sum as premium or puggree or claim or receive any consideration whatsoever in cash or in kind for giving his consent to the sub-letting of the whole or any part of the accommodation held by the tenant.

### **15. Notice of Creation and Termination of Sub-Tenancy**

- (1) Where, after the commencement of this Act, any accommodation is sub-let either in whole or in part by the tenant with the previous consent in writing of the landlord, the tenant or the sub-tenant to whom the accommodation is sub-let may, in the prescribed manner, give notice to the landlord of the creation of the sub-tenancy within one month of the date of such sub-letting and notify the termination of such sub-tenancy within one month of such termination.
- (2) Where, before the commencement of this Act, any accommodation has been lawfully sub-let either in whole or in part by the tenant, the tenant or the sub-tenant to whom the accommodation has been sub-let may, in the prescribed manner, give notice to the landlord of the creation of the sub-tenancy within six months of the commencement of this Act, and notify the termination of such sub-tenancy within one month of such termination.
- (3) Where, in any case mentioned in sub-Section (2), the landlord contests that the accommodation was not lawfully sub-let and an application is made to the Rent Controlling Authority in this behalf, either by the landlord or by the sub-tenant, within two months of the date of the receipt of the notice of sub-letting by the landlord or the issue of the notice by the tenant or the sub-tenant, as the case may be, the Rent Controlling Authority shall decide the dispute.

### **16. Sub-tenant to be tenant in certain cases**

- (1) Where an order for eviction in respect of any accommodation is made under Section 12 against a tenant but not against a sub-tenant referred to in Section 15 and a notice of the sub-tenancy has been given to the landlord, the sub-tenant shall, with effect from the date of the order, be deemed to become a tenant holding directly under the landlord in respect of the accommodation in his occupation on the same terms and conditions on which the tenant would have held from the landlord, if the tenancy had continued.
- (2) Where, before the commencement of this Act, the interest of a tenant in respect of any accommodation has been determined without determining the interest of any sub-tenant to whom the accommodation either in whole or in part had been lawfully sub-let, the sub-tenant shall, with effect from the date of the commencement of this Act, be deemed to have become a tenant



holding directly under the landlord on the same terms and conditions on which the tenant would have held from the landlord, if the tenancy had continued.

### **17. Recovery of Possession for Occupation and Re-entry**

- (1) Where a landlord recovers possession of any accommodation from the tenant in pursuance of an order made under clause (e) or clause (f) of sub-Section (1) of Section 12 the landlord shall not, except with the permission of the Rent Controlling Authority obtained in the prescribed manner, re-let the whole or any part of the accommodation within two years from the date of obtaining such possession, and in granting such permission, the Rent Controlling Authority may direct the landlord to put such evicted tenant in possession of the accommodation.
- (2) Where a landlord recovers possession of any accommodation as aforesaid and the accommodation is not occupied by the landlord if he is the owner thereof, or by the person for whose benefit the accommodation is held, within two months of obtaining such possession, or the accommodation having been so occupied is, at any time within two years from the date of obtaining possession, re-let to any person other than the evicted tenant without obtaining the permission of the Rent Controlling Authority under sub-Section (1) or the possession of such accommodation is transferred to another person for reasons which do not appear to the Rent Controlling Authority to be bonafide, the Rent Controlling Authority may, on an application made to it in this behalf by such evicted tenant within such time as may be prescribed, direct the landlord to put the tenant in possession of the accommodation or to pay him such compensation as the Rent Controlling Authority thinks fit.
- (3) Where the landlord makes any payment to the tenant by way of compensation under sub-Section (7) of Section 12, the evicted tenant shall not be liable to refund the same to the landlord on being put in possession of the accommodation under sub-Section (1) or sub-Section (2).

### **18. Recovery of possession for repairs and re-building and Re-entry**

- (1) In making any order on the grounds specified in clause (g) or clause (h) of sub-Section (I) of Section 12, the Court shall ascertain from the tenant whether he elects to be placed in occupation of the accommodation or part thereof from which he is to be evicted, and, if the tenant so elects, shall record the fact of the election in the order and specify therein the date on or before which he shall deliver possession so as to enable the landlord to commence the work of repairs or building or re-building, as the case may be.

- (2) If the tenant delivers possession on or before the date specified in the order, the landlord shall, on the completion of the work of repairs or building or re-building place the tenant in occupation of the accommodation or part thereof, as the case may be, within one month of the completion of such work.
- (3) If, after the tenant has delivered possession on or before the date specified in the order, the landlord fails to commence the work of repairs or building or re-building within one month of the specified date or fails to complete the work in a reasonable time or having completed the work, fails to place the tenant in occupation of the accommodation in accordance with sub-section (2), the Court may, on an application made to it in this behalf by the tenant within such time as may be prescribed, order the landlord to place the tenant in occupation of the accommodation or part thereof or to pay to the tenant such compensation as the Court thinks fit.

**19. Recovery of possession! in ease of tenancies for limited period** - Where a landlord does not require the whole or any part of any accommodation for a particular period and the landlord, after obtaining the permission of the Collector or such other officer as may be authorised by him under sub-section (1) of Section 39, in the prescribed manner, lets the whole of the accommodation or part thereof as a residence for such period 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 accommodation, then notwithstanding anything contained in sub-section (1) of Section 12 or in any other law, the Court may, on a suit being filed before it in this behalf by the landlord within such time as may be prescribed, place the landlord in vacant possession of the accommodation or part thereof by evicting the tenant and every other person who may be in occupation of such accommodation.

**20. Special provision for recovery of possession in certain cases** - Where the landlord in respect of any accommodation is any company or other body corporate or any local authority or any public institution and the accommodation is required for the use of employees of such landlord, or, in the case of a public institution, for the furtherance of its activities, then, notwithstanding anything contained in Section 12 or in any other law, the Court may, on a suit being filed before it in this behalf by such landlord, place the landlord in vacant possession of such accommodation by evicting the tenant and every other person who may be in occupation thereof, if the Court is satisfied-

- (a) That the tenant to whom such accommodations were 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; or