

Emperor Vs. Ram Gopal Rupji

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Court : Mumbai

Decided On : Aug-22-1920

Reported in : AIR1921Bom162; (1920)22BOMLR900; 58Ind.Cas.149

Judge : Shah and ;Kajiji, JJ.

Appeal No. : Criminal Application for Revision No. 39 of 1920

Appellant : Emperor

Respondent : Ram Gopal Rupji

Judgement :

Shah, J.

1. The petitioner in this case was charged with having committed an offence punishable under Section 7, Sub-section 1, of the Bombay Rent (War Restrictions No. 2) Act 1918, by charging Rs. 13-7-2 on account of rent for October 1919, whereas according to the standard rent fixed under the Act in June 1919 he was entitled to charge Rs. 13-3-2 as rent. The bill showed that he charged Rs. 13-3-2 for the rent and 4 annas extra for the electric light which was supplied on the passages in the building of which the premises in question formed a part. The learned Magistrate, who tried the case, came to the conclusion that in fixing the standard rent the Controller must have taken into account the charges for the electric light thus supplied and that by charging 4 annas more for the light he

indirectly received on account of rent 4 annas more than the standard rent which he was allowed to recover and by doing so he committed an offence punishable under Section 7 (1) of that Act.

2. In coming to this conclusion the learned Magistrate seems to have ignored the letter (Exhibit No. 1) which the present petitioner wrote to the Deputy Rent Controller on the 15th of July 1919 in which he pointed out that the rent fixed by him did not include the charge for electric lighting and that he should be allowed to recover in all from his various tenants Rs. 8 in addition to the rent fixed or permitted to stop the lighting. The reply to that letter was that the Controller had no power to determine the charges for electric lights and could not therefore issue orders on the subject. In spite of this the petitioner was prosecuted for having charged rent in excess of the standard rent fixed and the Magistrate presumed that the Controller must have taken the fact of electric light being supplied to the tenants on the passage of the premises into consideration in fixing the standard rent. I do not think that in face of the . reply of the Deputy Rent Controller such a presumption could be made. But apart from the presumption it is clear from the definition of the standard rent given in the principal Act (Bombay Act II of 1918) that the standard rent means in relation to any premises the rent at which the premises were let on the 1st day of January 1916 with the addition of 10 per cent, of such rent. The standard rent fixed in the present case is exactly the sum of Rs. 12 which was the rent at which the premises in question were let on the 1st day of January 1916 with the 10 per cent, added thereto, It is clear that the Controller fixed the rent according to the definition in the present case at Rs. 13-3-2. The supplying of the electric light on the passages of the building of which the premises in question form part is a matter of arrangement or contract between the tenant and the landlord. It does not necessarily form a part of the rent, and in the present case there is nothing to show that it did form part of the standard rent. The electric light on the passages came to be supplied after January 1916; and the petitioner had commenced to charge Rs. 14 as rent instead of Rs. 12, until the standard rent was fixed. But that circumstance does not alter the meaning of 'standard rent', nor does it indicate that the Controller could have included the charges for electric light in the standard rent. The sum which the present petitioner is said to have charged in this case represents a fair amount for the light supplied.

Whether the Act is effective to prevent any profiteering by the landlord in respect of the supply of electric lights is a question, upon which it is not necessary for me to express any opinion in this case. But, having regard to the proved facts in this case, it is quite dear that the petitioner has not received anything as rent in excess of the standard rent and that the sum of 4 annas charged for the supply of electric light has nothing to do with the standard rent. He has, therefore, committed no offence whatever.

3. I would, therefore, set aside the conviction and sentence and direct the fine, if paid, to be refunded,

Kajiji, J.

4. I agree. I think the learned Magistrate was clearly in error when he says in his judgment that the Deputy Controller of Rents increased and decided the standard rent to be Rs. 18-3-2 when the rent of the premises in question before the 1st of January 1916 was Rs. 12. He is clearly in error, because the Controller never took into account the charge made for the Supply of electric light; for on calculation it is clear that Rs. 18-3-2 is exactly 10 per cent, over Rs. 12, when our attention is drawn to Exhibit 1, viz., the letter of the landlord to the Deputy Controller and the reply on its reverse which clearly show that he never took into account the supply of electric light to the premises. On that how can the learned Magistrate say that the Deputy Controller took into account, when he increased the rent to Rs. 18-3-2, the supply of electric light, and I think it cannot be said that under Section 7 of the second Act the landlord is indirectly trying to recover more rent, because the rent recovered is Rs. 18-3-2 which has been fixed by the Deputy Controller, and, speaking for myself, I should certainly say that he would be trying to recover indirectly more rent if he charged by way of electric light or under any other heading in his rent-bill a sum which would be by far in excess of the actual cost, viz., for light if he charged anything like 10, 12 Rs. from each tenant. Then perhaps it may be argued that the landlord is indirectly trying to recover more rent than that fixed by the Deputy Controller. In this case nothing of that kind has been done. He charges only Rs. 8 in all. Ordinarily, if one can take judicial notice, the cost of supplying electric light comes to Rs. 5 at least. Rs. 5 is the minimum charge and in

the charges the landlord charges in all Rs. 8. One cannot therefore say that under Section 7 he was indirectly trying to recover more rent than was allowed by the Act. The conviction is bad and must be set aside and the fine refunded.

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