

**Siddabasappa Vs. Anjaneyalu**

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**SooperKanoon Citation :** [sooperkanoon.com/383501](http://sooperkanoon.com/383501)

**Court :** Karnataka

**Decided On :** Jun-07-1985

**Reported in :** ILR1985KAR2886

**Judge :** Chandrakantaraj Urs, J.

**Acts :** Karnataka Rent Control Act, 1961 - Sections 21(1)

**Appeal No. :** C.R.P. No. 3572 of 1984

**Appellant :** Siddabasappa

**Respondent :** Anjaneyalu

**Advocate for Def. :** Jayavittal Kolar, Adv. for R-2

**Advocate for Pet/Ap. :** D.S. Desai, Adv.

**Judgement :**

ORDER

**Chandrakantaraj Urs, J.**

1. This revision is directed against the judgment of the Learn-ed District Judge, Bellarymade in HRC.CRP. 21/1978. That revision had been preferred by the landlord, who is now Respondent in this Petition against the order of the Learned Munsiff, Bellary in HRC. 66/1974 on his file rejecting the\* C.R.P. No. 3572 of 1984

dated 7th June 1985 eviction petition filed under Section 21(1)(f) of the Karnataka Rent Control Act, 1961 (hereinafter referred to as 'the Act'). Before the Learned Munsiff what was established and what cannot now be disputed is that the tenant had sub-let the premises. What made the learned Munsiff dismiss the Petition, was the fact that the so called sub lease had come into existence prior to the commencement of the Act in 1961. That fact also is not in dispute. Therefore, following a ruling of this Court in Lilly-v.-Girija Bai the Court held that there being no express legal prohibition in law then in force in Bellary District for sub letting in or around 1960 the consent of the landlord was not necessary and therefore the ground available to the landlord under clause (f) of sub-section (I) of Section 21 of the Act could not be pressed into service by the landlord in respect of lease granted prior to coming into force of the Act. The Learned District Judge affirmed that order and rejected the Revision Petition preferred by the landlord. Aggrieved by the same, the present Revision Petition is preferred under Section 115 of the Code of Civil Procedure in this Court inter alia contending that there is a conflict decision on the question raised before the Trial Court and therefore, the matter requires further consideration in the light of the fact that the Madras Act which was at the relevant time in 1960 in force in Bellary District also provided a prohibition for sub letting without the consent of the land-lord. Therefore, the landlord on the proven fact of sub-lease should get relief under Section 21.(1)(f) of the Act.

2. In Lilly's case<sup>1</sup> this Court has examined the question thoroughly. The Learned Judge compared the two provisions and came to the conclusion that there was no express prohibition in law then in force in Bellary and therefore gave a ruling that on such facts and circumstances impugned under Section 21(I)(f) would not be available in respect of sub-lease prior to the date of coming into force of the Act. 1. AIR 1969 Mysore 100 However, Mr. Desai, Learned Counsel drew my attention to the decision of this Court in the case of Masarimull Multhan mul -v.- Changanaroma, where a provision corresponding to Section 21(I)(f) in 1951 House Rent and Accommodation Control Act of the then Mysore State was operative and that being in paramateria with Section 21(1)(f), the Court ruled that there was a prohibition for sub-lease and therefore Section 21(1)(f) would be available to a landlord after coming into force of the Act in 1961. This has been reported in Short Note reported in 1973(1) Mysore Law Journal, item No. 39 at page 172.

Presumably what was pressed into service in the case under the Mysore Act 1951 was the fact, the matter must have arisen from one of the 9 Districts which originally formed the State of Mysore before 1953. The difference in the language of the 1951 Act of Mysore and the Madras Act in regard to the corresponding provisions is this; Madras Act does not impose the condition that the tenant must seek the permission in writing of the landlord before he sub-leases. All that it provides is that the tenant should not sub-lease unless that right has been conferred on the lessee by the landlord in the lease. In other words, if any prohibition for sub-lease should be there, it must be there in terms of the lease granted. In the instant case, there is no lease deed marked, nor any oral agreement proved, which prohibited the tenant from sub-leasing the petition premises in question. If this distinction is there, the conclusion reached by the Learned District Judge and the Learned Munsiff was correct and therefore, there is no merit in this revision. Accordingly, it is rejected.