

Puran Chandra Vs. Rex

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Court : Allahabad

Decided On : Dec-07-1950

Reported in : AIR1951All628

Judge : P.L. Bhargava, J.

Acts : Uttar Pradesh (Temporary) Control of Rent and Eviction Act, 1947 - Sections 2 and 7(1)

Appeal No. : Criminal Revn. No. 1753 of 1949

Appellant : Puran Chandra

Respondent : Rex

Advocate for Def. : A.G.A.

Advocate for Pet/Ap. : B.C. Saxena, Adv.

Disposition : Application rejected

Judgement :

ORDER

P.L. Bhargava, J.

1. Shri Puran Chand is the brother & general agent of Sm. Basanti Devi, who is the owner of a garden-house in Pilibhit. Attached to the garden house is a garage & a store room. As they are covered by the definition of 'accommodation' in S. 2 (a), U. P. (Temporary) Control of Rent and Eviction Act, 1947, they will hereafter be referred to as the accommodation. In June 1947 the accommodation was, for the first time, let out on a monthly rental of Rs. 60 p. m. by Puran Chand to the Hindustan Construction Company Ltd., Pilibhit. On 17 3-1947, the Dist. Mag. of Pilibhit had, under s. 7, sub-s. (l) of the Act, issued a general order requiring all landlords, i.e., owners of house property within Pilibhit or Bisalpur Municipality to give intimation to the 'Town Rationing Officer', Pilibhit of any accommodation owned by them which had fallen vacant & prohibiting the letting of such accommodation to any person without his consent or that of the 'T. R. O.', Pilibhit.

2. In the year 1948, when it was discovered that the accommodation had been let out without the consent of the Dist. Mag. or the 'T. R. O.', Puran Chand & Basanti Devi were both prosecuted for contravention of the provisions of Section 7 (l) of the Act. They were tried by the Judicial Mag. Pilibhit. Basanti Devi, in view of her plea that she had no knowledge of the accommodation having been let out, was given the benefit of doubt. Puran Chand was, however, found guilty convicted of the offence with which he was charged. He was sentenced to pay a fine of Rs. 50 or, in default of payment of fine, to undergo simple imprisonment for one week. Against his conviction & sentence, Puran Chand filed a revn. in the Ct. of the Ses. J. of Pilibhit, which has been rejected. He has now come up to this Ct. in revn.

3. The learned counsel for the appct. has contended that the Cts. below have erred in holding that the

provisions of Section 7 (l), U. P (Temporary) Control of Rent and Eviction Act were contravened. His argument is that the section empowers the Dist. Mag. to require only a landlord 'to give intimation of the falling vacant of any accommodation of which he is the landlord, & to let or not to let such accommodation to any person'; and that as the accommodation had never been let out before June 1947 Basanti Devi was not a landlord, within the meaning of the term as defined in Section 2 (c) of the Act & as such she or her agent Puran Chand was not bound to give the intimation or to obtain consent before letting out the accommodation.

4. 'Landlord' has been defined in Section 2 (c) of the Act to mean

'a person to whom rent is payable by a tenant in respect of any accommodation and includes the agent, attorney, heir or assignee of the landlord & tenant in relation to his sub-tenant.'

5. Learned counsel for the appct. has contended that the owner of any accommodation cannot be deemed to be a landlord, unless the accommodation has been let out previously. The section, however, does not impose any such condition; it only requires that he must be a person to whom the rent is payable. The owner of any accommodation is the person in law entitled to receive rent of the same, if & when it is let out on rent; and there can be little doubt that the rent is payable to him. It has been conceded that the owner will be treated as a landlord if the accommodation has already been let out previously; but even in a case of that kind there will be no tenant at the time when it becomes necessary to give intimation to the Dist. Mag. or the 'T. R. O.', There will be the owner of the accommodation in both the cases intending to let out the accommodation & entitled to receive the rent.

6. Section 5, U. P. (Temporary) Control of Rent and Eviction Act refers to an agreement between the landlord & tenant, which must precede the actual letting out. Under Section 7 (l) of the Act the landlord has to give intimation when any accommodation falls vacant, & an occasion for giving that information would arise only when any accommodation actually falls vacant; in other words, when there is no tenant & the accommodation is vacant. Similarly, the question whether the accommodation be let out or not would arise when the tenant has vacated the same. Consequently, the fact that the accommodation has or has not been previously let out on rent is not relevant for purposes of interpreting the term 'landlord'.

7. On behalf of the appct. it has been next contended that, in any case, the words 'falling vacant' used in Section 7 (l) of the U. P. (Temporary) Control of Rent and Eviction Act, as it stood before the amendment by U. P. Act XLIV [44] of 1948, imply that the accommodation had been previously occupied by a tenant. This contention is also without force. The previous occupation need not necessarily be by a tenant. It might have been by the owner himself or by his guest or anybody else without payment of any rent. The words 'falling vacant' do not, therefore, mean that the accommodation had been occupied by a tenant & then vacated.

8. Consequently, the appct. as the general agent of the landlord was bound to comply with the conditions imposed by the general order, issued by the Dist. Mag. in accordance with the provisions of Section 7 (1), U. P. (Temporary) Control of Rent and Eviction Act; but admittedly he did not. He was, therefore, rightly convicted & sentenced. The appln. is rejected.

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