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Ranjit Singh Vs. Sudhir Singh

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Court : Delhi

Decided On : Jul-28-1980

Reported in : 1980(1)DRJ191; 1980RLR645

Judge : Sultan Singh, J.

Acts : Delhi Rent Control Act, 1958 - Sections 14(1)

Appeal No. : Second Appeal No. 205 of 1980

Appellant : Ranjit Singh

Respondent : Sudhir Singh

Advocate for Pet/Ap. : S.K. Tiwari and; K.P. Kapoor, Advs

Judgement :

Sultan Singh, J.

(1) The appellant is tenant, while respondent is landlord. Landlord filed an application for eviction of the tenant U/S 14(1)(a) Delhi Control Act, 1958 (called the Act). An order U/S 15(1) was passed which the tenant failed to comply and thereforee an eviction order was passed by the Controller on 4 12.79 and it was confirmed by the Tribunal on 25.4.80. The contention of the tenant is that the notice of demand does not comply with requirements ofS. 106 of the T.P. Act, 1882 read with S. 14(1)(a) of the Act [Sections 106, T.P.A. & S. 14(1)(a) are then

reproduced.]

(2) S. 106 of T.P.A. is in two parts 1st part refers to the manner in which tenancies for agricultural, manufacturing & other purposes are to be terminated Accordingly agricultural and manufacturing tenancies are to be terminated by 6 months notice expiring with the end of the year of tenancy while tenancies for other purposes are to be terminated by 15 days notice expiring with the end of the month of tenancy. Again such notice is subject to contract between parties. As far as rent control matters are concerned, it is not necessary to terminate the tenancy in view of Supreme Court judgment in V. Dhanapal v. Yasodai Ammal AIR. 1979, SC. 1975: 1979 Raj L.R. 472. It w..s thereforee unnecessary for the landlord to comply with 1st part ofS. 106, T.P.A. The 2nd part provides that it should be in writing and signed. It further provides the manner in which it is to be served on the tenant. S. 14(1)(a) of the Act provides in what manner notice of demand for arrears of rent is to be served. The clause provides that it should be served in the manner mentioned in S. 106 of T.P.A., 1882 S. 14(1)(a) does not refer to the 1st part of S. 106 T.P.A. pertaining to termination to tenancy. Thus a notice of demand is to be served in the manner mentioned in the 2nd part of S. 106, T.P.A. There is no force in the contention raised by the tenant that a notice of demand should also comply with requirement of the 1st part of S. 106, T. P. A.

(3) Appeal dismissed with costs.

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