Aboobacker Vs. Vasu

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Court : Kerala

Decided On : Oct-31-2003

Reported in : 2003(3)KLT1029

Judge : K.S. Radhakrishnan and; Pius C. Kuriakose, JJ.

Acts : Kerala Buildings (Lease and Rent Control) Act, 1965; Constitution of India - Articles 13(1), 19(1) and 21; Transfer of Property Act - Sections 116

Appeal No. : S.A. No. 995 of 2001

Appellant : Aboobacker

Respondent : Vasu

Advocate for Def. : K.P. Balasubramanyan and; Nirmal Sajeendran, Advs.

Advocate for Pet/Ap. : Suresh Kumar Kodoth, Adv.

Judgement :

K.S. Radhakrishnan, J.

1. Justice without law, according to Roscoe Pound on Jurisprudence is 'Justice according to magisterial good sense unhampered by rule'. Recognition of a body of binding standards of adjudication is well nigh indispensable for the proper discharge of judicial functions. Justice cannot be accomplished without an orderly

system of law.

2. Many a times this Court has reminded the State Government of the necessity of bringing in proper legislation to curb unethical trend in rack rending, demand of huge amount as pakidi, laying down provision and procedure for fixation of fair rent, and for fixing forum for fixing fair rent etc. Pegging down of rent has created unethical and unlawful practice of paying pakidi to landlords. Static rent has created block market in rental housing. Such tendencies have restricted the assessibility of low income group to rental housing and are compelled to pay huge amount by way of pakidi. Responsible Government shall not keep away from these realities faced by the society. Lack of legislation has also resulted in multiplicity of litigations in Civil Courts, Rent Control Courts etc. The Apex Court in Imdad Ali v. Keshay Chand & Ors., (2003) 4 SCC 635, has held that Rent Act is a beneficial legislation not only for tenants, but for landlords as well. Fixation of fair rent is a provision which is beneficial for both, fair to landlord and tenant.

3. Learned Single Judge of this Court, R. Bhaskaran, J. having confronted with a situation of lack of proper legislation referred the matter to larger bench to lay down appropriate guidelines for guidance of the Civil Court when dealing with fixation of fair rent of the tenanted premises, a task to be undertaken by the legislature. Lack of proper legislation in the area has led to several litigations and has created unrest in the society. Complaints are also there that by demanding huge amounts by way of 'pakidi' the rights of the tenant under the second limb of the second proviso to Section 11(3) has been effectively set at naught. We cannot shut our eyes to these realities in public interest.

4. S.A. 995/01 was filed by the landlord against the judgment and decree in A.S. 160 of 2000 of Sub Court, Kozhikode. Tenant also filed appeal, S.A.384 of 2002 against the same judgment. Both the appeals arise out of the judgment in O.S.260 of 19% of Munsiff's Court, Kozhikode. Tenanted premises consists of two rooms and two lean-tos which was rented out to the tenant in the year 1982 for a monthly rent of Rs.90/-. Tenant was not amenable to revise rent in spite of repeated request. Consequently after 14 years plaintiff instituted the present suit for fixation of fair rent. Plaintiff claimed rent at the rate of Rs.7/- per sq.ft. The tenanted

premises is approximately 436 sq. ft. He claimed for monthly rent at Rs.2160/-. Tenant resisted the suit stating that the rent claimed is exorbitant and that there is no justification in fixing the fair rent. Further it was also stated that the suit filed for fixing the fair rent is not maintainable.

5. Trial Court took the view that since tenant is a statutory tenant being a tenant holding over under Section 116 of the Transfer of Property Act he is liable to pay rent only on the basis of the erstwhile contract by which the building was entrusted to him. Trial Court therefore held suit filed for fixing the fair rent is not maintainable in the absence of any enactment which enables the landlord to get the fair rent fixed. Trial Court however, went on to examine the question on merits in view of the mandate under Order 14 Rule 2 CPC. After examining the oral and documentary evidence trial court came to the conclusion that Rs. 7 per sq. ft. claimed by the landlord was excessive and the court fixed rent at the rate of Rs. 2/- per sq. ft. to the plaint schedule shop rooms having a total extent of 436 sq. ft. which would work out to Rs. 872/- per month. Court noticed that on the said fixation plaintiff would get ten fold increase in the prevailing rate of rent. Since the court found that the suit for fixation of fair rent is not maintainable suit was dismissed.

6. Landlord took up the matter in appeal as A.S. 220/2000 which was later transferred to Sub Court, Kozhikode as A.S. 160/2000. Tenant also filed cross objection against the fixation of fair rent. Subordinate Judge's Court placing reliance on a Division Bench ruling in George v. State of Kerala, 2000 (2) KLT 933 held that the suit is maintainable since the Civil Court has got jurisdiction for determination of fair rent. On facts Sub Court concurred with the findings of the trial court and held that the rent at the rate of Rs. 2/- per sq. ft. is fair and reasonable. Appeal was therefore allowed fixing the fair rent at the rate of Rs. 2/- per sq. ft. Landlord claiming enhancement of rent filed S.A. 995/01 and the tenant aggrieved by the judgment of the appellate court filed S.A. 384/02. Counsel for the landlord submitted that the Courts below failed to note the potential value and importance of the locality and submitted that the rent is liable to be enhanced to Rs. 7/- per.sq. ft. for the first two rooms and Rs. 5/- per sq. ft. for the other two rooms. Counsel therefore requested for remand of the matter to the trial court for

proper fixation of fair rent.

7. S.A. No. 559 of 2001 is filed against the judgment in A.S. No. 188 of 1999 of the Sub Court, Kozhikode which arose out of the judgment and decree in O.S. No. 234 of 1996 of the Munsiff's Court, Kozhikode. The tenanted premises was rented out in the year 1980 on a monthly rent of Rs. 45/-. Later it was enhanced to Rs. 135/- per month. Landlord instituted the suit in the year 1996 seeking enhancement of rent at the rate of Rs. 7/- per sq. ft. Tenant resisted the petition. Trial Court held that in view of Section 116 of the Transfer of Property Act, parties are bound by the terms and conditions of the contract and in the absence of any evidence to the contrary, tenant is liable to pay only the contract rent. On facts however the court found that reasonable fair rent would be Rs. 5/- per sq. ft. which would work out to Rs. 320/- per month. Suit was however dismissed as not maintainable. Landlord took up the matter in appeal. The Appellate Court however held that the Civil Court would get jurisdiction to enhance the fair rent only if there is a provision for periodical revision in the agreement. Since there was no such provision for periodical revision the court dismissed the appeal.

8. S.A. No. 557 of 2001 was filed by the landlord. The premises was rented out to the tenant in the year 1984 on a monthly rent of Rs. 90/- which was later enhanced to Rs. 200/- per month in the year 1993. From 1993 onwards the rent is static. Taking note of the subsequent development of the area the landlord claimed fair rent at the rate of Rs. 7 per sq. ft. The trial court fixed it at Rs. 5 per sq. ft. Both the landlord and the tenant filed appeals. The Appellate Authority held that the suit is not maintainable in spite of the decision of this Court in George v. State of Kerala (2000 (2) KLT 933) since according to the lower Appellate Court even going by that decision the maintainability would depend upon the terms of the contract. The Court concluded that if the contract does not contain or make provision for enhanced rate of rent, further revision would not be possible in a Civil Court unless parties agree for a revision of rent. On facts, however, the appellate court concurred with the trial court that Rs.5/- per sq. ft. is reasonable fair rent.

9. A Division Bench of this Court of which one of us, K.S. Radhakrishnan, J. is also a party in Issac Ninan v. State of Kerala, 1995 (2) KLT 848 = ILR (1996) 3 Kerala

1, has struck down Sections. 5, 6 and 8 of Kerala Buildings (Lease and Rent Control) Act as ultra vires the Constitution and held violative of Article 19(1)(g) of the Constitution of India. This was quoted with approval by a Full Bench of the Jharkand High Court headed by P.K. Balasubramanyan, C.J. in Rajendra Belu v. Commissioner, 2003 (10) Indian Law Decision 19. Lack of legislation in this regard leads to multiplicity of litigation on fixation of fair rent and causes hardship to the landlords and tenants and results in increasing injustice to one section of the society and an unwarranted largess or windfall to another without appropriate corresponding relief. Division Bench of this Court consisting of Chief Justice A.V. Savant and K.S. Radhakrishnan, J. in George v. State of Kerala, 2000 (2) KLT 933, took note of the situation and held that in the absence of a forum that was provided under Section 5 as a consequence of the decision of this Court in Issac Ninan's case the remedy of a suit under Section 9 of the Code of Civil Procedure is undoubtedly available to the aggrieved party for determination of fair rent.

10. Counsel appearing for the tenants Sri. K.P. Balasubramanian and Mr. A.V.M. Salahuddin submitted that the decision reported in George's case requires reconsideration. Counsel pointed out after the period of lease the tenant would get status of a statutory tenant holding over. Therefore under Section 116 of the Transfer of Property Act tenant is only liable to pay rent on the basis of the erstwhile contract by which the building was entrusted to him. Counsel placed reliance on the decision of a learned Single Judge of this Court in John Zacharia &. Co, v. Ittycheriah, 1987 (1) KLT 156, Philip v. State of Travancore, 1972 KLT 914, Arifa Beevi & Ors. v. Gopalan Ramesan, 1990 (2) KLT 426, Gian Devi Anand v. Jaison, AIR 1985 SC 796, Velu v. Lekshmi, AIR 1953 Tra-Co. 584, and Ranjitlal v. Ahmad Ali & Anr., AIR 1952 Madhya Bharat 56. Counsel contended that unless there is an express agreement to pay enhanced rent or circumstances or conduct from which one could spell out an agreement for revision of rent, fair rent cannot be fixed. Counsel submitted the relationship of landlord and tenant does not cease on the expiry of the contract for, it is kept alive beyond the contract period until duly terminated in accordance with the provisions of the statute. Counsel appearing for the landlord Sri: Sureshkumar Kodoth and Sri.V.T.Madhavan Unni and Sri. C.P. Mohammed Nias on the other hand contended that in view of the judgment of the Division Bench in George's case (supra) Civil Court has got

jurisdiction to fix fair rent. Counsel submitted in the instant case rent was fixed in the year 1982 and 1980 respectively without any revision. Consequently unless the rent is revised by some forum landlord would be put to considerable prejudice. Counsel also refers to the decision of the Privy Council in Krishnendra Nath Sarkar v. Rani Kusum Kamini Debi, AIR 1927 P.C. 20, Bhabani Charan Banikya v. Suchithra Baisnabi, AIR 1930 Cal.270, and Jonah Biswas v. Sivakumari Debi, AIR 1927 Cal. 855.

11. The Supreme Court in Olga Tellis v. Bombay Municipal Corporation, (1985) 3 SCC 545, has held that right to live under Article 21 includes the right to livelihood also. Article 19(1)(g) extends to the carrying on any business which included the business in owing and leasing out buildings for commercial and non commercial purposes. Construction of buildings and letting them out to tenants to earn income out of that will come within the term 'business' and consequently is a right guaranteed under Article 19(1)(g) of the Constitution. The word 'business in Article 19(1)(g) has received a very pragmatic and realistic construction by the Constitution Bench of the Supreme Court in Sodan Sing v. New Delhi Municipal Committee, (AIR 1989 SC 1988). The following observations are apposite in this context:

'Business is a very wide term and would include anything which occupies the time, attention and labour of a man for the purpose of profit. It may include in its form trade, profession, industrial and commercial operations, purchase and sale of goods, and would include anything which is an occupation as distinguished from pleasure. The object of using four analogous and overlapping words in Article 19(1)(Kg) is to make the guaranteed right as comprehensive as possible to include all the avenues and mode through which a man may earn his livelihood. In a nut shell the guarantee takes into its fold any activity carried on by a citizen of India to earn his living. The activity must of course be legitimate and not anti-social like gambling, trafficking in women and the like'.

For carrying out the such business landlord could always enter into rental agreement between him and the tenant by which he can also fix rent. Total prohibition curtailing right of the landlords to increase rents either through

legislation or otherwise is arbitrary, discriminatory and unreasonable. Right to file a suit for assessment of rent was recognised as early as in 1918 in Dhananjoy Manjhi v. Upendranath Deb Carbhadikary, 1918 Indian Cases 428. Privy Council in Ramarayaningar v. Maharaja of Venkitagiri, XXV Law Weekly 631 (PC) held that the rent of the building is liable to be enhanced on the application of the landlord. Calcutta High Court in Bhabani Charan Banikya v. Suchitra Maisnabi, AIR 1930 Cal. 270, held that the landlord can seek enhancement of rent. In Gaur Sundar Majumdar v. Krishna Kamini Chaudharani, AIR 1932 Cal. 41, it was held that the right to have fair rent assessed continues so long as relationship of landlord and tenant continues.

12. A three Judge's Bench of the Apex Court in Malpe Vishwanath Acharya v. State of Maharashtra, AIR 1998 SC 602, while dealing with the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947 held that the restriction on the right of the landlords to increase rents, which had been frozen as on 1st September, 1940 or at the time of the first letting, it was no longer a reasonable restriction and the said provisions had, with the passage of time, become arbitrary, discriminatory and unreasonable. Court opined that the Legislature itself has taken notice of the fact that 'puggrie' system (Deposit) has become prevalent in Mumbai because of the Rent Restriction Act. The Court cautioned that unreasonably low rents which are being received by the landlords would lead to adopting extra legal methods for eviction. The Court reminded that if this extra judicial back-lash gathers momentum the main suffers will be the tenants, for whose benefits the Rent Control Acts are framed.

13. The object of the Kerala Buildings (Lease and Rent Control) Act is to regulate the leasing of buildings to control the rent of such buildings in the State of Kerala. The Act is neither a pro-tenant or pro-landlord piece of legislation but intended to create obligations to both. Section 2(3) defines the landlord as the person who is receiving or is entitled to receive the rent. Section 2(6) defines the expression 'tenant' as any person by whom or on whose account rent is payable for a building. Section 9 enables the tenant to obtain receipts for payment of rent or advance duly signed by the landlord or his authorised agent. The expression 'rent' is not defined in the Act. Rent is the consideration in lieu of enjoyment of property payable upon

accrual of periodical liability. The word advance is also not defined in the Act. Advance means 'advance of rent' which is intended to protect the landlord from a tenant who may run into arrears and will have to be evicted from the premise without recovering the arrears of rent. Advance is also intended to indemnify the landlord against any damage or loss which might have been caused to the building by the tenant during the subsistence of the tenancy. Advance of rent is liable to be refunded at the time of vacating the premises.

14. A landlord as defined in Section 2(3) and the tenant is defined under Section 2(6) of Act 2 of 1965 are not legally entitled to receive or pay pakidi. Tenant is not obliged to pay pakidi and the landlord is not authorised to receive the said amount. Pakidi is normally not refundable and in practice may pass on to prospective tenant. Payment of huge amount towards pakidi has virtually defeated the object and purpose of the second limb of the second proviso to Section 11(3). Under the second limb of the second proviso to Section 11(3), tenant is not bound to vacate the premises if suitable buildings are not available in the locality for the tenant to carry on his trade or business. We cannot shut our eyes to the ground realities that generally the tenant would get suitable building only if the tenant could afford to pay huge amount by way of rent and pakidi which many of the tenants could ill-afford to pay. Quite often the tenant would also find it difficult to discharge the burden of proof cast on him to establish the non-availability of other suitable building due to huge demand of rent as well as pakidi since pakidi is always an unaccounted advance.

15. The demand of pakidi by the landlord, in our view, is to be made penal. Demand and receipt of pakidi is illegal and unauthorised and without the sanction of any law. Landlord can be prohibited to claim or receive payment of pakidi or other like sum in consideration of the grant, renewal or continuance of tenancy. Reciprocal prohibitions would be applicable to the tenants also. Landlord cannot demand pakidi and need not pay any sum as consideration for surrendering the premises by the tenant. So also the tenant cannot pass on the burden to another tenant. However, if the payment is made by any person to a landlord for the purpose of financing the construction of the whole or part of any premises with an agreement that premises would be let out to him when completed it would not

amount to pakidi. Further it is also lawful for the landlord to receive against proper receipts reasonable amounts by way of advance rent which would be refundable to the tenant subject to the landlord's claim, if any, against the tenant.

16. The payment and acceptance of pakidi by the tenant and the landlord respectively as defined in Act 2 of 1965 is immoral and against public policy and any agreement entered into either oral or written cannot be enforced through court of law. Section 23 of the Contract Act stipulates that consideration or object of an agreement is lawful unless it is forbidden by law or is of such a nature that if permitted, it would defeat the provisions of the enactment, or involves or implies injury to the person or property of another, or the court regards it as immoral, or opposed to public policy. Every agreement for which consideration is immoral is void. Demand of any amount by way of pakidi would result in increasing injustice to one section of society such as tenants and unwarranted largess to another section of the society, landlords. Payment and receipt of 'pakidi' is immoral and against public policy. Pubic policy comprehends protection and promotion of public welfare. Public policy is the principle of law under which freedom of contract is restricted by law. The Apex Court in Central Inland Water Corporation v. Brojo Nath Ganguly, 1986 (3) SCC 156, and Ratanchand Hirachand v. Askar Nawaz Jung, 1991 (3) SCC 67 held that a contract which has a tendency to injure public interests or public welfare is against public policy.

17. We do notice that a good number of suits are filed in our civil courts on the basis of the decision in George's case and in a large number of them positive decrees are being passed. However, we are of the view that a civil suit can never be a proper substitute for proceedings which are available to the parties under the erstwhile S .5 of Act 2 of 1965. A petition before the Rent Control Court will be a quicker and cheaper remedy. It will be ideal if fair rent fixation power is conferred on the Rent Control Courts themselves since those courts deal with the problems of landlords and tenants daily.

18. Though we are alerting the State through this judgment regarding the necessity to have a comprehensive legislation at the earliest, we are afraid that such legislation will be slow to come. Over the years rent control litigations have

become the most contentious ones among our civil litigations, at least when they pertain to commercial buildings situated in towns and cities. At least a few of them, we are sure, arises out of a feeling in the mind of the landlord that he is not getting his rightful dues out of his building while his tenant reaps enormous profits doing business therein. If the landlord is assured of a reasonable fair rent even before the civil court gives its verdict as to what is the fair rent of the building much of the litigation in the civil court for fixation of fair rent can also be reduced. This Division Bench in appropriate cases while disposing of civil revision petitions used to fix fair rent tenantively, giving option to the parties to approach the Civil Court if they are aggrieved by such fixation. The Supreme Court has through many decisions including Rakesh Wadhawan v. Jagdamba Industrial Corporation, (2002) 5 SCC 440, reiterated that since statutes can never be exhaustive, Courts have jurisdiction to pass orders though not specifically contemplated by the statutes to meet extreme exigencies supported if they are by principles of justice, good sense and reason. The authorities under the Kerala Act 2 of 1965 while deciding cases are to be governed by the principles of justice, equity and good conscious as provided in Rule 11 (8) of the Kerala Buildings (Lease and Rent Control) Rules. The Supreme Court has indicated that it is quite just and lawful to have reasonable rent fixed for the tenanted premises even in cases where fair rent has not been an issue if it is noticed that the contract rent is fixed long ago and has no bearing with the current rates (See: R. Appavoo v. Sree Dharna Vinayakan Dharmaraja Devasthanam, AIR 1991 SC 432).

19. We may however hasten to add that the remedy available to the landlord and tenant to approach the civil court for fixation of fair rent is always cumbersome and time consuming. But when a rent control petition is brought before the Rent Control Court or the Appellate Authority for eviction, it would be in the interest of justice if an attempt is made by preferably by the Appellate Authority to fix reasonable rent subject to further revision by the Civil Court, if the parties are desirous of bringing a lis before the Civil Court for fixation of fair rent. The Rent Control Appellate Authority will always have the advantage of perusing the order passed by the Rent Control Court, the first fact-finding authority. Appellate Authorities can either at the stage of admission or at the stage of passing of interim orders hear the parties as to the reasonable rent which is payable for the

building keeping in mind the various parameters laid down by us in this judgment. Such a course will hopefully lead to the settlement of at least a few cases at the stage of the appeal itself so that parties can avoid litigation in the Civil Court.

20. In view of the above mentioned circumstances, we allow S.A. No. 995 of 2001 and remand the matter to the trial court for fixation of fair rent for the scheduled premises. The respondent tenant in the meantime would pay Rs. 2/- per sq. ft. from 1.4.2000 onwards. S.A. No. 384 of 2002 filed by the tenant would stand disposed of accordingly. We also allow S.A. No. 559 of 2001 and remand the matter to the Trial Court for fixation of fair rent. However, we confirm that part of the order of the Trial Court in O.S. No. 234 of 1996 fixing the rent at Rs. 5/- per sq. ft. Tenant would pay , Rs. 5/- per sq. ft. from 1.11.2003 onwards until otherwise ordered by the Civil Court. S.A. No 557 of 2001 is also disposed of remanding the matter to the trial court. The Trial Court would pass appropriate orders fixing the fair rent. Till then tenant would pay rent at the rate of Rs. 5/- per sq. ft. from 1.11.2003 unless otherwise ordered by the trial court.

21. We therefore enunciate the following principles :

(1) The claim for payment of any premium by way of pakidi in consideration of grant, renewal or continuance of tenancy is immoral and opposed to public policy and any agreement entered into for payment or receipt of pakidi in consideration of grant, renewal or continuance of tenancy would be unlawful and cannot be enforced through court of law.

(2) The construction of buildings and letting them out to the tenants would come within the ambit of business under Article 19(1)(g) of the Constitution of India and hence is a fundamental right. Total prohibition in claiming enhanced rent would amount to unreasonable restriction and also would be violative of the fundamental rights of the landlords guaranteed under Article 21 of the Constitution of India.

(3) Section 116 of the Transfer of Property Act if has the effect of imposing any restriction in revision of rent it would amount to unreasonable restriction affecting the fundamental rights guaranteed under Article 19(1)(g) and to the extent of its inconsistency the said provision would be void under Article 13(1) of the

Constitution of India. Consequently, the judgment in John Zacharia's case, supra (1987 (1) KLT 156) holding that even beyond the period originally stipulated, till evicted under Section 11 of the Kerala Buildings (Lease and Rent Control) Act only the agreed rent alone is payable by the tenant is not good law and to that extent it would stand overruled.

(4) Landlord or the tenant as the case may be, can approach the civil court for revision of rent quinquennially unless otherwise prescribed in the agreement between the parties. We also hold even if there is no provision for periodical revision of the rent then the landlord or the tenant can approach the Civil Court for revision of rent. We hold that the plea of continuous occupation by holding over or the protection as statutory tenant would not be available to the tenant since those rights are subservient by the fundamental rights guaranteed to the landlord under Article 19(1)(g) and 21 of the Constitution of India.

(5) Civil Court would take note of the inflation and resultant reduction in the purchasing power of money, variations in the cost of living index in the area since commencement of the lease, demand for accommodation and availability in the local authority where the building in question is situated, the cost of construction of the building including cost of labour and building materials, capital value of the entire premises in the enjoyment of the tenant inclusive of the value of the land under the actual enjoyment of the tenant whether immediately appurtenant to the building or otherwise, type of construction, locational importance, situation of the tenanted premises, ground floor, first floor etc. and other advantages and amenities, such as access to places of public importance like bus stand, railway station, educational institution, hospitals etc.

(6) The Civil Court will also take into consideration the prevailing rent in the locality for the same and similar accommodation. The type of construction, the amenities, general or special provided in the building, the open land attached to the building, whether residential or non-residential are also to be borne in mind.

(7) Revision or fresh imposition of municipal taxes, cases, rate in respect of other increase in the charge of electricity or water consumption by the tenant and also by the landlord and increase on account of sufficient repairs would also be taken

note of by the Civil Court.

(8) The Rent Control Court or Rent Control Appellate Authority can while resolving any rent control dispute, examine whether the rent is static and requires revision and in appropriate cases can revise it tentatively subject to the parties approaching the Civil Court for fixation of fair rent, if they so desire.

22. The above factors are only illustrative and not exhaustive. State Government would bring in appropriate legislation laying down guidelines to be followed in the matter of fixation of fair rent. Many of the States in our country have prescribed the manner, mode and basis for determination of fair or standard rent. We recommend for proper legislation be enacted conferring power to the Rent Control Court for fixation of fair rent after laying down sufficient criteria for the revision of rent. We hold till proper legislation is enacted Civil Court can fix fair rent on application made by the landlord or tenant quinquennially unless otherwise provided in the agreement between the parties.

23. We remind the State Government to take necessary steps to bring in suitable legislation so that the unlawful system of demanding large amount by way of pakidi can be curbed. Government would also take steps to see that such payment and receipt of pakidi be made penal. The State Government should take note of the difficulties experienced by the general public in the absence of suitable legislation and the ever increasing practice indulged in rack rending. Absence of suitable legislation and guidelines have also increased the workload in Civil Courts and also before the Rent Control Courts resulting in inconsistent orders. Appeals are disposed of accordingly.

Send a copy of the judgment to the Chief Secretary to Government for taking appropriate measures.