

**Ramjilal Vs. Ramkishan**

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**Court :** Rajasthan

**Decided On :** Sep-30-1974

**Reported in :** AIR1975Raj167; 1974(7)WLN919

**Judge :** V.P. Tyagi and; J.P. Jain, JJ.

**Acts :** Rajasthan Premises (Control of Rent and Eviction) Act, 1950 - Sections 2(2), 13, 27 and 27(1)

**Appeal No. :** Second Appeal No. 176 of 1967

**Appellant :** Ramjilal

**Respondent :** Ramkishan

**Advocate for Def. :** C.L. Agarwal and; R.S. Kejriwal, Adv.

**Advocate for Pet/Ap. :** N.L. Tibrewal and; C.K. Garg, Adv.

**Disposition :** Appeal dismissed

**Judgement :**

**Jain, J.**

1. In view of the import-ance of the question of law involved in the case, a learned Single Judse of this Court referred it to a larger Bench. The reference has been entrusted to us for disposal.

2. The facts which lead to this reference can be briefly stated as follows :

Ramjilal plaintiff had a shop in the town of Hindaun. According to him. it was newly constructed on 23-4-1959. The said shop was rented out to Ramkishan defendant on 14-9-1962 on a monthly rent of Rs. 50/-. After some time, Ramjilal needed the shop for his son who wanted to start dry cleaning business and with a view to evict the tenant, he determined the tenancy by a notice which was served on Ramkishan on 29-6-1964. On his failure to surrender possession, a suit for ejectment and for arrears of rent was instituted by Ramiilal against the tenant in the Court of Munsif, Hindaum on 27-8-1964.

3. Ramkishan defendant denied that the shop was newly constructed. He pleaded that he had been the tenant in the shop much prior to 1959. but the landlord persuaded him to vacate the shop as he wanted to undertake some repairs. After the repairs were done, he let it out to him again on a rent of Rs. 38/- per month, which was subsequently raised to Rs. 45/- and then to Rs. 50/-, per month from 14-9-1962. He also controverted the allegation of the plaintiff that he required the shop for the use of his son for starting a dry-cleaning business. According to the defendant, the object of the plaintiff was to increase the rent.

4. The learned trial Judge held that the plaintiff had failed to prove that the shop was newly constructed and it was completed on 23-4-1959. He also found against the plaintiff that his personal requirement was bona fide and reasonable. In this view of the matter, the plaintiff's suit was dismissed by the Munsif by his order dated 22-3-1966.

5. The plaintiff then preferred an appeal which was decided by the Senior Civil Judge, Gangapur City. The learned Judge agreed with the trial Judge that the requirement of the shop by the plaintiff was not reasonable and bona fide. He, however, found that the shop was a new construction and it was completed on 23-4-1959, but he concluded that seven years had elapsed after the completion of the shop and as such, in view of the provisions of Section 13 of the Rajasthan Premises (Control of Rent and Eviction) Act, 1950 Thereinafter referred to as 'the Act') exemption provided in Clause (e) of the proviso to sub-section (2) of Section 2 of the Act beyond the period of seven years could not be availed of by the

plaintiff. He thus upheld the decree dismissing the suit, of the trial Judge. Ramiilal then came in second appeal.

6. On behalf of the appellant-landlord, it was argued on the basis of the proviso to Section 2 of the Act that the provisions of the Act did not apply to his case inasmuch as the landlord had filed the suit within seven years from the date of the completion of the construction of the shop. According to his contention, the plaintiff's suit could not have been dismissed, and under the ordinary law of the land, the tenant was liable to be evicted. Section 2 read as follows:

'Section 2. Extent, commencement and application-- (1) This Act extends to the whole of the State of Raiasthan.

(2) Sections 1 to 4 and 27 to 31' of this Act shall come into force at once, and the remaining provision thereof shall extend to such areas' in the State of Raiasthan and shall come into force therein with effect from such date as may from time to time be notified by the State Government in the Official Gazette,

Provided that nothing in the Act shall apply.

(a) to any premises occupied by or belonging to the Central Government, or

(b) to any tenancy or other like relationship created by a grant from the State Government or the Central Government in respect of premises taken on lease or requisitioned by that Government, or

(c) to any premises which are meant to be places of public amusement or spot such as cinema building, theatres and the like and are let out for being used as such, or

(d) to any premises belonging to the State Government or a local authority, or

(e) to any premises the construction of which was completed on or after the 1st June, 1951, for a period of seven years from the date of such completion.'

7. Reliance was placed on the Punjab case *Tekchand v. Firm Amarnath Basheshar Dass*, 1972 Ren CJ 301 = (AIR 1972 Puni 46) and the Supreme Court

case. Firm Amarnath Basheshar Dass v. Tekchand, AIR' 1972 SC 1548. On behalf of the respondent, reliance was placed on two decisions of this Court in Narainchand v. Krishna Kumar, 1967 Rai LW 312 and Umedram v. Rameshwar Prasad. 1972 WLN 873.

8. The learned Single Judge who heard the case, having noticed the importance of the question involved in the second appeal, was of the opinion that the decisions in 1967 Rai LW 312 and 1972 WLN 873 require reconsideration in view of the observations of their Lordships of the Supreme Court in AIR 1972 SC 1548 and by his order dated 6-4-1973, he referred the whole case.

9. As a result of the finding of the first appellate Court, the shop in question was newly constructed and its construction completed on 23-4-1959. There is no doubt that the suit for eviction of the tenant was instituted by Ramjilal within the period of seven years. It has been strenuously argued by Mr. Garg on behalf of the appellant that the policy of the State was to give impetus to the new constructions and the erection of buildings in the State by enacting Clause (e) in Section 2 and it was intended by the Legislature that the provisions of the Act would not apply to those buildings which were constructed and completed on or after 1st June, 1951 for a period of seven years from the date of such completion. He further submitted that this Act was already applicable to the town of Hindaun and it was only by virtue of Clause (e) of the proviso to Section 2 (2) of the Act that the provisions of the Act were not made applicable to this particular building of the plaintiff. At this stage, he invited our attention to the provisions of Section 27 of the Act. Section 27 (1) is extracted below:

'Section 27 -- Provisions for pending matters-- (1) In all suit for eviction of tenants from any premises in areas to which this Act has been extended under Section 2, pending on the date specified in the notification under that section, no decree for eviction be passed except on one or more of the grounds mentioned in Section 13 and under the circumstances

specified in this Act.

.....'

On the basis of the aforesaid provision, the argument of Mr. Gare is that Section 27 (1) of the Act was not applicable to the plaintiff after the lapse of seven years and it was applicable only to those cases which were pending on the date the Act came into force in 1950. On these premises, it has been contended that to those suits which were filed within the period of exemption, the provisions of the Act could not apply and the landlords whose suits were decreed either within the period of seven years or after that would be entitled to execute the decrees to recover possession from the tenants in possession. The entire basis of this argument is the Punjab case 1972 Ren CJ 301 = (AIR 1972 Puni 46). We would here discuss this case in detail. Relevant part of Section 13 of the East Puniab Urban Rent Restriction Act. 1949 (hereinafter referred to as the 'Puniab Act') is extracted below :

'13 (1). Eviction of tenants.--a tenant in possession of a building or rented land shall not be evicted therefrom in execution of a decree passed before or after the commencement of this Act or otherwise and whether before or after the termination of the tenancy, except in accordance with the provisions of this section, or in pursuance of an order made under Section 13 of the Punjab Urban Rent Restriction Act, 1947. as subsequently amended.

(2) A landlord who seeks to evict his tenant shall apply to the Controller for a direction in that behalf. If the Controller, after giving the tenant a reasonable opportunity of showing cause against the applicant, is satisfied--

(i) that the tenant has not paid or tendered the rent due by him in respect of the building or rented land within fifteen days after the expiry of the time fixed in the agreement of tenancy with his landlord or in the absence of any such agreement, by the last day of the month next following that for which the rent is payable :

Provided that if the tenant on the first hearing of the application for ejectment after due service pays or tenders the arrears of rent and interest at six per cent per annum on such arrears together with the cost of application assessed by the Controller, the tenant shall be deemed to have duly paid or tendered the rent within the time aforesaid.

(ii) that the tenant has after the commencement of this Act without the written consent of the landlord--

(a) transferred his right under the lease or sub-let the entire building or rented land or any portion thereof; or

(b) used the building or rented land for a purpose other than that for which it was leased, or

(iii) that the tenant has committed such acts as are likely to impair materially the value or utility of the building or rented land, or

(iv) that the tenant has been guilty of such acts and conduct as are a nuisance to the occupiers of buildings in the neighbourhood, or

(v) that where the building is situated in a place other than a hill station, the tenant has ceased to occupy the building for a continuous period of four months without reasonable cause, the Controller may make an order directing the tenant to put the landlord in possession of the building or rented land and if the Controller is not so satisfied he shall make an order rejecting the application :

Provided that the Controller may give the tenant a reasonable time for putting the landlord in possession of the building or rented land and may extend such time so as not to exceed three months in the aggregate.

(3) (a) A landlord may apply to the Controller for an order directing the tenant to put the landlord in possession--

(i) in the case of a residential building, if--

(a) he requires it for his own occupation;

(b) he is not occupying another residential building in the urban area concerned; and

(c) he has not vacated such a building without sufficient cause after the commencement of this Act in the said urban area;

(d) it was let to the tenant for use as a residence by reason of his being in the service or employment of the landlord, and the tenant has ceased whether before or after the commencement of this Act, to be in such service or employment.'

10. Under Section 3 of that Act, the Government has been empowered to exempt any particular building or rented land or any class of buildings or rented lands from all or any of the provisions of the Act, Pursuant to this power, the State Government was notifying exemptions from time to time. The first notification, it appears, came to be issued on 8-3-1951 which exempted buildings constructed in 1951 and 1952 from the provisions of the Act for a period of five years with effect from the date of completion of any such building. Thereafter followed several notifications which exempted buildings constructed in each of the years from 1952 to 1965. The notification with which the Punjab case was concerned was issued on 30-7-1965 and was in the following terms :--

'.....

..... In exercise of the powers conferred by Section 3 of the Punjab Urban Rent Restriction Act, 1949 and all other powers enabling him in this behalf. the Governor of Punjab is pleased to direct that the provisions of Section 13 of the said Act shall not apply in respect of decrees for ejection of tenants in possession of building which satisfy the following conditions, namely :

(a) Buildings constructed during the years 1959, 1960, 1961, 1962 and 1963 are exempted from all the provisions of the said Act for a period of five years to be calculated from the dates of their completion, and

(b) During the aforesaid period of exemption suits for ejection of tenants in possession of those buildings were or are instituted in Civil Courts by the landlords against the tenants and decrees of ejection were or are passed.'

11. In the Punjab case, one Tek-chand had completed the construction of the premises in dispute in March 1960. The suit for ejection was instituted on February 12, 1963. On account of the tortuous nature of the trial it could not be decided till 14th August, 1969 when the decree was granted in favour of the

landlord Tekchand. Thereafter, Tek-chand moved an application for the execution of the decree. The judgment-debtor raised an objection under Section 47, Civil P. C. and it was alleged on his behalf that in view of the provisions of the East Punjab Urban Rent Restriction Act, the decree was not executable. The question was tried. The trial Court on the construction of the notification dated 30-7-1965. held that the decree for ejection could have been secured within a period of five years from March 1960 which was the date of the completion of the building. It accordingly held that the decree which was granted after the said date, was inexecutable. The execution application was dismissed.

On appeal. Additional District Judge, Hoshiarpur, confirmed the view taken by the trial Judge. The matter came before the High Court in the execution second appeal. The entire question involved in the case was interpretation of the notification dated 30-7-1965 referred to above. On the plain reading of the notification, the learned Judge deciding that case held that notification purported to make the provisions of Section 13 of the Punjab Act. inapplicable to the decrees for ejection of tenants in possession of the Premises which were constructed during the years 1959, 1960, 1961, 1962 and 1963 and. with regard to which the suits were instituted in the Civil Courts within that period of exemption. According to the learned Judge, the requirement of Clause (b) emphasised the time of filing of the suits and not to the time when the decree was passed. Sandhawalia J., also took notice of the subsequent notification published on 29-11-1970 which is reproduced below :

'29-11-1970-- In exercise of the powers conferred by Section 3 of the East Punjab Urban Rent Restriction Act. 1949 (East Punjab Act No. III of 1949), and all other powers enabling him in this behalf, the Governor of Punjab is pleased to direct that the provisions of Section 13 of the said Act shall not apply to buildings, exempted from the provisions of the Act for a period of five years, -- vide Punjab Government Notification No, 12431-ICI-(Illegible)/45658. dated 27th December, 1963 and No. 1421-ICI-65/791, dated 7th January, 1966, in respect of decrees passed by Civil Courts in suits for ejection of tenants in possession of those buildings instituted by the landlords against such tenants during the period of their exemption whether such decrees were or are passed during the period of exemption or at any time

thereafter.'

12. This notification made the intention of the Legislature still clear. He accepted the argument raised on behalf of the decree-holder that it was intended to remove the obscurity of the language of the notification dated 30-7-1965. The emphasis was actually laid on the decrees passed by the Civil Courts in suits for ejection against tenants in possession, whether such decrees were or are passed during the period of exemption' or at any time thereafter. In this view of the matter, it was decided in that case that the decree passed in favour of Tekchand on 14-8-1969 was executable inasmuch as it fulfilled the requirements of the notification dated 30-7-1965.

This view was confirmed by a Division Bench of that Court and the matter went still further to the Supreme Court at the instance of the judgment-debtor. This is the case of Firm Amarnath Bishe-shar Dass v. Tek Chand, AIR 1972 SC 1548. Their Lordships of the Supreme Court observed while interpreting the notification dated 30-7-1965 as follows :

'..... A closer reading of the notification would show that it was intended to clarify and provide a workable solution in respect of buildings constructed in 1959, 1960, 1961, 1962 and 1963. These buildings had already been exempted from the provisions of Section 13 by two earlier notifications, the first one in 1960 giving exemption upto 31-12-1963 and the second one in 1963 for 5 years from the date of completion of the building. It is clear from the language of the notification that what is exempted is the decree for ejection of a tenant from the application of Section 13. The very purpose of exemption of buildings from the operation of Section 13 was to give landlords the rights which as owners of buildings they had under the ordinary law, namely, to give them on lease at rents which they thought were remunerative and to evict tenants during that period without any fetters imposed by the Act. If no provision was made for exempting such decrees in respect of the exempted buildings, the exemption granted will be illusory. Clause (b), therefore, provided for the time during which that suit in which the decree has been passed should be filed. The decrees passed in such suits will be executable free from the fetters imposed by Section 13 of the Act. It is obvious that the filing of

a suit by itself does not confer any exemption because what is exempted from the provisions of Section 13 is the decree. A suit filed, therefore, must end in a decree though that decree may be passed subsequent to the expiry of the 5 years' period during which exemption from the application of Section 13 has been granted.'

13. Their Lordships further observed :--

'It is clear to our minds, as it was to the High Court that under Clause (b) the filing of the suit within the period of exemption is the only condition that is necessary to satisfy one of the requirements of the exemption, the other requirement being the passing of the decree in respect of which no time has been prescribed. If the decree as contended by the learned Advocate for the appellant, has to be obtained within the period of 5 years, there was no need to specify that the suit had to be filed within that period because the exemption from the requirements of Section 13 is only in respect of the decree and not the suit. There was, therefore, no need to mention about the time of the filing of the suit.'

14. From the discussion of Tek-chand's case 1972 Ren CJ 301 = (AIR 1972 Funi 46) it is abundantly clear that in the Punjab Section 13 of the Punjab Act was made inapplicable to the decrees for ejection of the tenants in possession of the buildings constructed during the years 1959 to 1963. provided the suits for ejection were filed within the period of exemption.

15. Coming to the Rajasthan Act, we would here reproduce the relevant part of Section 13, which is as under :--

'Eviction of tenant-- (1) Notwithstanding anything contained in any law or contract, no Court shall pass any decree, or make any order, in favour of a landlord, whether in execution of a decree or otherwise, evicting the tenant so long as he is ready and willing to pay rent therefor to the full extent allowable by this Act, unless it is satisfied.'

On one or more of the grounds mentioned in Clauses (a) to (1).

As referred to above, Section 2 relates to the extent, commencement and application of the Act. The act was extended to the whole of the State of Rajasthan. It has

been provided in sub-section (2) that Sections 1 to 4 and 27 to 31 of the Act shall come into force at once and the remaining provisions thereof shall extend to such areas in the State of Rajasthan and shall come into force therein with effect from such date as may be notified by the State Government in the official Gazette. There is a proviso annexed to this sub-section which provides that nothing in the Act shall apply :

(a) to any premises occupied by or belonging to the Central Government, or

(b) to any tenancy or other like relationship created by a grant from the State Government or Central Government in respect of premises taken on lease or requisitioned by that Government, or

(c) to any premises which are meant to be places of public amusement or sport such as cinema building, theatres and the like and are let out for being used as such, or

(d) to any premises belonging to the State Government or a local authority, or

(e) to any premises the construction of which was completed on or after the 1st June, 1951, for a period of seven years from the date of such completion.

In view of this proviso, the provisions of the Act would not be applicable to any of these classes of premises. There is no doubt that the Act was made applicable to the town of Hindaun, but because of Clause (e) of the proviso, the provisions of the Act did not apply to the shop of the plaintiff for a period of seven years from the date of its completion. It has been found as a fact that the plaintiff's shop was completed on 23-4-1959. The provisions of this Act would not, therefore apply to this building upto 22-4-1966. After the expiry of seven years, the provisions of the Act will come into force so far as this building is concerned. In Rajasthan, we have no notification of the nature as issued in Punjab. As soon as the provisions of the Act will become applicable. Section 13 will come into play. From the plain reading of Section 13 it is absolutely clear that notwithstanding anything contained in any law or contract, no Court shall pass any decree in favour of a landlord whether in execution of a decree or otherwise for the purpose of evicting the tenant, so long

as he is ready and willing to pay the rent unless it is satisfied on one or more of the grounds mentioned in Clauses (a) to (1) of sub-section (1). This is a clear mandate by the Legislature to the Courts not to pass a decree for ejection against a tenant in possession or to execute the decree already granted in favour of the landlord against the tenant so long as the tenant was ready and willing to pay the rent to the full extent allowable by the Act unless there existed one or more of the grounds mentioned in Section 13. In the present case, Ramjilal claimed the eviction of the tenant on the ground that he needed the shop for his personal requirement. That issue has been found against him and as such, in view of the clear mandate of Section 13, the Courts are powerless, in our opinion, to give him any relief by evicting the tenant in possession.

16. The argument of Mr. Garg is that Section 27 will have no application in the circumstance of the case inasmuch as it was only applicable to cases which were pending at the time of the enactment of the law in 1950. He is right, but it does not affect the conclusion which we have reached. Section 27 is only a special provision for the cases pending on the date the provisions of Section 5 to Section 26 of the Act came into force. It as well contained a mandate to the Courts not to decree suits for eviction unless it was on one or more of the grounds mentioned in Section 13 and under the circumstances specified in the Act. In our opinion, this section was enacted as an abundant caution to apply to pending matters. Section 13 has the same effect when it provides that no Court shall pass a decree in favour of the landlord, or an order in execution of a decree or otherwise, for evicting the tenant in possession. Mr, Garg has not been able to point out, as to how the appellant can avoid the effect of Section 13 when the provisions of the Act, came into operation after the expiry of seven years. There is nothing in the Rajasthan law, to make Section 13 inapplicable to the case in hand.

17. It would be now appropriate to consider the decision of 1967 Rai LW 312 decided by one of us sitting singly. In that case, the suit shop was constructed in the month of March, 1956. It was given on rent to the defendant Krishna Kumar on 1-4-1957 on a monthly rent of Rs. 32/-. The owner of the shop gifted the property by a registered gift-deed to the plaintiff Narain Chand. The defendant did not pay rent in time and thus violated the terms of the tenancy. The plaintiff terminated his

tenancy on 1-12-1960, On his failure to surrender possession, a suit for eiectiont was filed. The suit was resisted by the defendant and it somehow continued up to 8-3-1963, that is, beyond the period of seven years. The learned trial Judge dismissed the suit on the ground that Section 13 of the Act came in wavy of the plaintiff. The view was accepted by the Judge in appeal. In second appeal, it was argued that the cause of action in the case for ejectiont accrued to the plaintiff prior to the ex-pirv of seven years and the suit was actually filed by him much before seven years had elapsed and it was no fault of the plaintiff if the suit could not be decided within that period. It was alleged that the plaintiff was entitled to get a decree for ejectiont under the agreement of tenancy in the circumstances of that case.

The learned Judge deciding the case considered the scope of Clause (e) of proviso to Section 2 of the Act. The view taken was that the concession that the Act would not govern the new construction was available to the landlords only for a period of seven years and thereafter the newly constructed premises are automatically subjected to the application of the general scheme of the Act. In the scheme of things a landlord can therefore request the Court for passing a decree or making ,an order for ejectiont of a tenant only up to the last day of the period of seven years from the date of the completion of the building and no sooner the period of seven years expires the provisions of Section 13(1) of the Act would apply to the premises which clearly bars a Court to pass a decree or order in favour of the landlord for ejectiont except on any one of the grounds mentioned in that section itself.

Reliance was also placed on \_a Supreme Court decision in Shah Bhoj-rai Kuverji Oil Mills & Ginning Factory v. Subhash Chandra Yograi Sinha, AIR 1961 SC 1596 under Bombav Rents. Hotel and Lodging House Bates Control Act, 1947. In the Bombay case, a suit was instituted before this Act was made applicable to the area in which the suit premises were situated. Their Lordships of the Supreme Court discussed the scope of Section 12 of that Act and they held that Section 12 (1) enacts a rule of decision and it says that a landlord is not en-titled to possession if the tenant pays and is ready and willing to pay the standard rent and to observe the other conditions of the tenancy. The following observations of their

Lordships of the Supreme Court were relied upon by the learned Judge deciding Narain Chand's case 1967 Rai LW 312 :

'But a section may be prospective in some parts and retrospective in other parts. While it is the ordinary rule that substantive rights should not be held to be taken away except by express provision or clear implication, many Acts though prospective in form, have been given retrospective operation, if the intention of the legislature is apparent. This is more so, when Acts are passed to protect the public against some evil or abuse. The sub-section says that a landlord shall not be entitled to the recovery of possession of any premises so long as the tenant pays, or is ready and willing to pay the standard rent etc., and observes and performs the other conditions of the tenancy. In other words, no decree can be passed granting possession to the landlord, if the tenant fulfils the conditions above mentioned.'

In Narain Chand's case, it was concluded that the concession envisaged in Section 2 (e) of the Act is available to the landlord upto the last day of the period of seven years and no Court in spite of Section 13 of the Act would deny the landlord his right to get a decree for ejection of his tenant and to recover possession from him if he does not perform the terms of the covenant entered into between the landlord and the tenant, but no sooner the period of seven years is passed the tenant can, with all justification, seek the protection given to him by the Act and if, for one reason or the other, he is in the possession of the Demises after the lapse of a period of seven years, he can claim that he can be ejected from the rented premises only in accordance with the provisions of Section 13 of the Act by which the legislature has, in the peculiar circumstances prevailing in the country, provided special safeguard for the tenants.

18. The view taken in Narain Chand's case 1967 Rai LW 312 has been accepted by another learned Single Judge deciding the case 1972 WLN 873.

19. It has been argued on behalf of the appellant that if a case has been instituted quite in time within the exemption period and if it has not been decided by the Courts within that period, it is no fault of the litigant seeking eviction of the tenant. The learned Single Judge, who referred this case to the larger bench, also

appears to have taken this fact into consideration. It may be true that in some cases, this interpretation may cause hardship, but this is the settled rule of interpretation that the Courts are not concerned) with the policy of the legislature or with the result of the interpretation of a particular law. It is the duty of the Court to ascertain the meaning and the intendment of the legislature and to give effect to it. As mentioned earlier, that in our State, there is nothing in the Rajasthan Law corresponding to the notification as issued in Punjab making Section 13 of the Punjab Act inapplicable to the decrees for ejection of tenants in possession with certain conditions one of which was the filing of the suit within the period of exemption. We have to interpret Clause (e) of the proviso of Section 2 of the Act only, which, in our opinion, presents no difficulty. The plain reading of this clause clearly shows that the provisions of the Act were made inapplicable to such buildings referred to in the clause for a period of seven years. It goes without saying that as soon as the period of seven years expires, the Act comes into operation and along with it Section 13 referred to above.

20. On the mere ground that in some cases trial is protracted or the litigation becomes tortuous, we are not prepared to accept the construction as suggested by Mr. Garg. as it would, in our opinion, lead to a result which is not warranted either by Clause (e) of Section 2 (2) or by Section 13 (1) of the Act. The position can be visualised the other way round as well. A landlord may file a suit on the last day of the exemption period of seven years, he can equally claim to have his tenant evicted under the ordinary law relating to landlord and tenant. It may take several years to obtain the decision of the last Court, and a good period of 12 years is also available to him to execute his decree. According to the interpretation put on behalf of the appellant, Section 13(1) of the Act. even when the Act has come into operation after the period of seven years will not affect the claim of such a landlord. We are not disposed to hold that such a consequence will follow by the mere fact that a suit for ejection has been filed within the period of seven years. In our considered view, postponement of the applicability of Section 13 (1) cannot be urged, when once the Act has come into force. It must have its full effect, no sooner the Act comes into operation. The result would be that the tenant shall be protected and he cannot be dispossessed except under the circumstances enumerated in Section 13. In Punjab, the notification dated 30-7-1965 made all the

difference, when it made Section 13 of the Punjab Act inapplicable under certain conditions.

21. Without meaning to agree with Mr. Garg, he may be right, when he contends that the exemption prescribed under Clause (e) is illusory, if a landlord is not permitted to seek the eviction of his tenant, against whom suit has been filed within the period of exemption, but for no fault of his. He has not succeeded to obtain the decree and recover possession within that period. We regret to observe that we are not concerned with the result that necessarily follows on the true interpretation of Clause (e) of Section 2 (2) and Section 13(1) of the Act. We have to construe the law as it stands. In the noble words of Justice Stanley Mosk of California.

'As a Judge, I am bound to the law, as I find it to be, and not as I fervently wish it to be.'

We must, therefore, bow to the law as it stands today in Rajasthan. As we look at the matter, we find no difficulty in interpreting and determining the scope of Clause (e) of Section 2 (2). We hold that as soon as the law comes into force and starts to govern the buildings which are once exempted from the applicability of the law, Section 13 (1) comes into play. and it must have its effect.

22. For the reasons discussed above, we do not think that the decision in Narain Chand's case 1967 Raj LW 312 is in any way wrong and it needs reconsideration. We affirm the view taken in that case. We are clearly of the opinion that the law referred to in the Punjab case is entirely different and it does not govern the situation which has arisen in this case under the Rajasthan law.

23. As a result, we find no force in this appeal and dismiss the same with costs.

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