

Chhattisgarh Rent Control Adaptation Rules, 2016

CHHATTISGARH

India

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Rule

CHHATTISGARH-RENT-CONTROL-ADAPTATION-RULES-2016 of 2016

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Chhattisgarh Rent Control Adaptation Rules, 2016Published vide Notification No. F 7-76/2014/32, dated 1.3.2016Last Updated 20th September, 2019Notification No. F 7-76/2014/32 dated the 1st March, 2016. - In exercise of the powers conferred by sub-section (1) of Section 13-A of the Chhattisgarh Rent Control Act, 2011 (No. 19 of 2012), the State Government, hereby, makes the following rules relating to adaptation of procedure, namely:-

1. Short title and commencement.

(1)These rules may be called the Chhattisgarh Rent Control Adaptation Rules, 2016.(2)These rules shall come into force from the date of its publication in the Official Gazette.

2. Application to the Rent controller.

- Application shall be submitted as a plaint before the Rent Control for eviction and recovery, duly signed and verified by the applicant and supported with affidavit. The application shall be submitted in two copies and the reason of such application shall be clearly stated.

3. Procedure for submission of application.

- (i) Every application shall be submitted before the Rent Controller under the Act along with the documents relied upon.(ii)Applicant shall also submit such number of copies of application along with the attached documents as may be necessary for service to the defendants/non-applicants.

4. Process fee.

- Process fee payable is as under,-

(i) Notice to Defendant/Non-applicant	Rs. 5/- each
(ii) For the attachment of movable and immovable property	Rs. 10/- each
(iii) For publication of auction	Rs. 10 each
(iv) For the possession of immovable property	Rs. 10/- each
(v) Other purposes, which are not mentioned hereinabove	Rs. 10/- each

5. Court fees.

- Court fees payable on appeal memo is as under:-

S. No.	Particular	Court fees
(1)	(2)	(3)
(i)	for eviction submitted before the Rent Controller	as per clause (xi) of Section 7 of the Court Fees Act, 1870 (No. 7 of 1870)
(ii)	For application submitted before the Rent Controller for recovery of the arrears of rent	Rs. 51/- will be payable in accordance with clause (i) of Section 7 of the Court Fees Act, 1870 (No. 7 of 1870)
(iii)	on application to be filed before the Rent Controller	Rs. 51/-
(iv)	for filing appeal before the Rent Control Tribunal against the order passed by the Rent Controller	Rs. 100/-
(v)	for filing power of attorney (vakalatnama) before Rent Controller	Rs. 10/-
(vi)	for filing power of attorney (vakalatnama) before Rent Control Tribunal	Rs. 25/-

6. Service of summons.

- Notwithstanding anything contained in the Act, service of summons/notices/information shall be made in the following manner, namely :- (a) By delegating (assigning) person or to his authorized agent or adult member of his family; or (b) Acknowledgment may be forwarded by registered post or through courier; or (c) If the Rent Controller is satisfied that non-applicant is avoiding service of summons or the notice is not served to him due to other reasons, the Rent Controller shall make an order to affix a copy of the notice on the notice board of Office of the Rent Controller and also at the address where the non-applicant last resided for earning livelihood in his/her business and notice shall also be published in the local news paper for circulation of the order.

7. Deposit of rent.

- The tenant shall, within a period of one month after receiving notice of application filed, regularly deposit the rent payable to the owner till 15th of the respective month to the Rent Controller who shall order that the amount shall be paid to the Owner of person entitled through cash or cheque.

8. Marking of deposit.

- All amounts deposited shall be treated as Civil Court deposits and accounts shall be given as per the Civil Court Deposit Rules prevalent in the civil courts of the State and necessary action will be taken.

9. Execution of order.

- All orders passed by the Rent Controller or the Rent Control Tribunal, shall be executed by Rent Controller as decree of a civil court and for this purpose, the Rent Controller shall possess the same power as vested in the civil court.

10. Limitation of the appeal.

(1) No appeal shall lie before the Rent Control Tribunal against the order of Rent Controller after expiry of a period of 30 days from the date of order passed by the Rent Controller. (2) Appellate Tribunal, referred to in sub-rule (1), may allow an appeal after expiration of 30 days, if it is satisfied that sufficient reasons exist for not filing an appeal in time : Provided that in computing the above period, the time required for obtaining the certified copy of the order against which the appeal is to be made, shall be excluded,

11. Format of application.

(1) Appeal shall be filed as appeal memo, in which the grounds for making appeal against the order passed by the Rent Controller shall be clearly stated and the appeal memo shall be presented in three copies duly signed and verified by the applicant and supported by an affidavit along with certified copy of impugned order. (2) (i) The Appeal, which is to be filed before the Tribunal, shall be presented before checker/deputed employee, as authorized by Tribunal, and will be presented before the Registrar by the checker after scrutiny. (ii) The Registrar will check the same minutely and after reporting in the order sheet it will be forwarded to the Bench for consideration. But if any type of error is found then he shall give order to the concerning party/advocate for correcting the same and after such correction, the same shall be presented before the Registrar and on objection raised by the parties regarding such correction, the Registrar shall mention about the error in the order sheet and thereafter it shall be presented before the bench.

12. Duties of Registrar.

- The Registrar shall also perform the following duties, namely:-(a)Surveillance of service of information letter and other process;(b)To take necessary action for removal of error in the cases filed before it;(c)To take decision regarding application filed for appointment of next friend or Guardian regarding minor/unsound person;(d)To pass order for depositing the amount regarding appeal;(e)To take action regarding service of notice through publication in newspaper;(f)To send requisition to the office of the Rent Controller for record and documents;(g)To decide the copying application regarding pending and disposed records;(h)To decide the queries regarding payment of Court fees;(i)To decide the application filed regarding return of the document by the parties;(j)To decide the application for translation work through the translator;(k)To decide application in appeal regarding non-filing of the certified copy of decision/order/decreed;(l)To take action regarding reconstruction of the missing record;(m)To decide the application regarding deposit of process fees in an untimely manner;(n)To take decision regarding removal of typographical mistake in the appeal or application filed by the parties;(o)To discharge the instructed work/order of the Chairman/Member; and(p)To send, as desired by the Hon'ble Supreme Court, the paper book record of the appeal filed before it against order of the Tribunal along with English translation.

13. Stay on execution of the order or decision.

- Rent Control Tribunal may stay execution of order against which the appeal has been preferred till final disposal of the appeal and impose such conditions as it may deem proper.

14. Agreement.

- According to sub-section (3) of Section 4 of the Act, every agreement shall be in FORMAT-1 and it shall be presented before the Rent Controller within a period of one month from the date of execution by the landlord.

15. Decision.

- The Rent Controller shall pass the order within a period of 15 days from the date of final hearing and in case the Rent Controller has not passed its order within the said period, then, he shall fix a date for passing the order and such date shall not be fixed beyond 30 days after the date of final hearing and intimation of the date of passing the order shall be given to the parties or their advocate.

16. Performance of duties in case of vacancy.

- During the period of leave of the Chairman or in his absence, duties shall be performed by the senior most Member of the Tribunal.

17. Formats.

- The format of summons, witness summons, Talvana and warrant of attachment of movable/immovable properties shall be same as provided in the Code of Civil Procedure, 1908 (No. 5 of 1908).

18. Copy and copying Section.

(1) Application for certified copy shall be submitted before the authorized officer in the prescribed format, either in person or through an advocate or through recognized agent. (2) The concerned officer shall forward the said application to the Reader of the Tribunal for record purposes. (3) After receiving the application the reader shall send it to the copying section with record within three days and if the certified copy is required in the pending case, then prior permission from the Court shall be obtained. (4) After receiving records, the concerned officer shall prepare a copy of the documents as provided in the application and after affixing @ Rs. 10/- per page, as court fees in the duplicate copy, certify and sign the same. If any party asks for an immediate copy of any document, then the Court Fees charged would be doubled and a separate application has to be presented for the same. (5) The following table will be typed on last page of every duplicate copy, namely:-

Date of Receiving Application	Date on which applicant asked to appear	Date on which applicant appeared	Date on which Application (with or without further or correct particulars) sent to record on		Date on which Application received from record room	
(1)	(2)	(3)	(4)		(5)	
Date on which applicant given notice for further correct particulars	Date on which applicant given notice for further funds		Date on which column 6 or 7 complied with	Date on which copy is ready	Copy delivered or send on	Date on which Court fees was realised
(6)	(7)		(8)	(9)	(10)	(11)

Copyist..... Comparer..... Head Copyist.....

(6) The authorised officer shall mention the date and other related information in the aforesaid table and shall check the correctness of prescribed number. (7) The following register shall be maintained by the authorized officer of the copying section:- (a) Register of the application for copy; (b) Account Book; (c) Detailed Account Book; and (d) Duplicate receipt Book. (8) The authorized officer shall receive application along with the amount to be deposited by the party and shall provide a duplicate copy of receipt of such money to the concerned party and shall thereafter enter the same in the register. (9) All types of entry, which has been collected every day, shall be made in the Account Book and Detailed Account Book. (10) The account of copying section shall be checked by the Section Officer on day-to-day basis. (11) If the copying application is received by post, the copying fees shall

be entered in copying application register and after preparing the copy, it shall be sent to applicant by post on the address as mentioned in the application.(12)If the depositing amount is less or particulars of document are incomplete, then intimation shall be given to the applicant in person or by post.(13)If the applicant fails to complete the particulars even after giving intimation through post, the application shall be filed and amount shall be deposited through passbook.

19. Arrangement and preparation of record during trial and their transmission to the record room.

-(a)Every record shall consist of five files to be named and marked, respectively as File A, File A-1, File C-1, File C-2 and File D.(b)These files shall contain the following papers which shall be arranged in the following order, namely :-File A shall contain(i)Table of contents;(ii)Plaint or application together with any schedule annexed thereto;(iii)Petition for compromise;(iv)Judgment or final order;(v)Final decree; and(vi)Any other papers which the presiding judge may, for reasons to be recorded, order to be placed in File A.File A-1 shall contain(i)Table of contents;(ii)Order sheet;(iii)Summons, notice or order with return thereto on the basis of which an ex-parte decree is passed against the defendant;(iv)Written statements of parties;(v)Memorandum of issues; and(vi)Return, report, map of tribunal or commissioner.File C-1 shall contain(i)Table of contents;(ii)List of documents admitted in evidence together with admitted documents; and(iii)Oral evidence.File C-2 shall contain(i)Table of contents;(ii)Registered addresses;(iii)Power of attorney, memorandum of appearance, certificates of fees paid to the pleaders and all other papers and petition including those relating to proceedings incidental to the suit or case and not specified as included in any other file; and(iv)Affidavits.File D-shall contain(i)Table of contents;(ii)All Summons process and letters;(iii)List of witnesses produced by parties;(iv)List of documents; and(v)Petition relating to the attendance of witnesses or adjournments, proceedings calling for or sending papers or records.(c)The splitting up of the record and the distribution of the papers into the proper files must in all cases be made immediately after the first hearing and shall be continued from day as the case proceeds.

20. Registers of Rent Controller and Rent Control Tribunal.

(1)The following registers shall be maintained by the Office of Rent Controller and Rent Control Tribunal mentioned against each in column no. 3 of the table and shall be preserved for the period shown in column no. 4 thereof, the period being counted from the date of the last serial entry in each register. The registers should not however, be destroyed, until the records of all the cases entered therein are destroyed. The registers should be kept from year to year until and unless required by any standing orders to be closed at the end of each year, namely:-

Serial No.	Name of register	By what courts to be maintained	Period for which to be preserved
(1)	(2)	(3)	(4)
1.	Register of Civil Suits	By Controller	12 Years
2.	Register of Misc. Cases	By Controller	3 Years

3.	Register of Process and Process Fees	Tribunal/ Controller	3 Years
4.	Register of Stamp Duty and Recovery of File	By Controller	3 Years
5.	Register of issued Commission	Tribunal/ Controller	3 Years
6.	Receipt book of documents admitted in returned evidence	By Controller	6 Years
7.	Register of Decrees received	By Controller	25 Years
8.	Station Dak Book	Tribunal/ Controller	3 Years
9.	Inspection Book	Tribunal/ Controller	3 Years
10.	Register of Court Fees realised	Tribunal/ Controller	3 Years
11.	Register of Regular Appeal	By Tribunal	25 Years
12.	Register of Misc. Appeal	By Tribunal	12 Years

(2) Every Rent Controller shall send a monthly report regarding cases instituted, disposed off and that are pending during the month to the tribunal by 10th of every succeeding month. Format-1 Lease and License Agreement This agreement is made and executed on.....(Date) at.....(city) (Name), Aged about.....Years, Occupation...., PAN..... UID..... Residing at.....hereinafter called the Licensor (which expression shall mean and include the Licensor above named as also his respective heirs, successors, assignees, executors and administrators) And.....(Name), Aged about.....Years, Occupation..... PAN UID.....Residing at.....hereinafter called the Licensee (which expression shall mean and include only Licensee above named). Whereas, the Licensor is absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that constructed portion being unit described in Schedule hereunder written and are hereafter for the sake of brevity called or referred to as Licensed Premises and is/are desirous of giving the said premises on Leave and License basis under the Chhattisgarh Rent Control Act, 2011 (No. 19 of 2012). And whereas, the Licensee herein is in need of temporary premises for his..... use has/have approached the Licensor with a request to allow the Licensee herein to use and occupy the said premises on Leave and License basis for a period of..... Months commencing on.....and ending.....on.....on terms and subject to conditions hereafter appearing. And whereas, the Licensor have agreed to allow the Licensee herein to use and occupy the said Licensed premises for his aforesaid purposes only, on Leave and License basis for above mentioned period, on terms and subject to condition hereafter appearing; Now, Therefore, it is Hereby Agreed to and Recorded by and Between the Parties Hereto as Follows (1) Period. - That the Licensor hereby grants to the Licensee herein a revocable leave and license, to occupy the Licensed Premises, described in Schedule hereunder written without creating any tenancy right or any other rights, title and interest in favour of the Licensee for a period of.....month commencing on.....and ending on.....(2) Rent and Deposit. - That the Licensee shall pay to the Licensor Rs.....per month towards the compensation and Rs.....as interest free refundable deposit, for the use of the said licensed premises. The amount of monthly compensation shall be payable within first days five of the concerned month of Leave and License. OR • That the Licensee shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises :- (a) Rs per month for the first

months,(b)Rs.....per month for the next.months,(c)Rs.....per month.....for the next.....months.The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and License.OR• That the Licensee shall pay to the Licensor Rs per month towards the compensation and Rs.....as interest free refundable deposit, for the use of the said Licensed premises. The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and License.OR• That the Licensee shall pay to the Licensor Rs.....per month towards the compensation and Rs as interest free non-refundable deposit, for the use of the said Licenced premises. The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and License. • That the Licensee shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises :-(a)Rs per month for the first.....months,(b)Rs.....per month for the next.....months,(c)Rs per month for the next.....months.The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and License. Lisensee shall also pay to the Licensor Rs.....as interest free refundable deposit, for the use of the said licensed premises.OR• That the Licensee shall pay to the Licensor the following amount per month towards the compensation for the use of the said Licensed premises :-(a)Rs per month for the first.....months,(b)Rs.....per month for the next.....months,(c)Rs per month for the next.....months.The amount of monthly compensation shall be payable within first five days of the concerned month of Leave and License. Licensee shall also pay to the Licensor Rs.....as interest free non-refundable deposit, for the use of the said licensed premises.Note. - The clause 2 will depend on your selection.(3)Payment of Deposit. - That the Licensee have paid/shall pay the above mentioned deposit/premium by Cash. Rs.....OR• That the has/have paid/shall pay the above mentioned deposit/premium as mentioned above by Demand Draft No....., dated....., drawn from(Bank).....(Branch) Rs.....OR• That the.....has/have paid/shall pay the above mentioned deposit/premium as mentioned above by Cheque No.....dated.....drawn on the Licensee's Banking Account with.....(Bank).....(Branch) Rs.....OR• That the.....has/have paid/shall pay the above mentioned deposit/premium as mentioned above by Transaction Reference No....., dated , drawn on the Licensee's Banking Account with.....(Bank) (Branch) Rs.Note. - The clause 3 will depend on your selection.(4)Maintenance Charges. - • That the all outgoing including all rates, taxes, levies, assessment, maintenance charges, non-occupancy charges, etc. in respect of the said premises shall be paid by the Licensor.OR• That the licensee/s herein shall bear and pay all the maintenance charges in respect of the said Licensed Premises, and other outgoing including all rates, taxes, levies, assessment, non-occupancy charges, etc. in respect of the said premises shall be paid by the Licensor/s.Note. - The clause 4 will depend on your selection.(5)Use. - That the Licensed premises shall only be used by the Licensee for.....purpose. The Licensee shall maintain the said premises in its existing condition and damage, if any, caused to the said premises, the same shall be repaired by the Licensee at his/her own cost subject to normal wear and tear.The Licensee shall not do anything in the said premises which is likely to cause a nuisance to the other occupants of the said building or to the prejudice, in any manner, to the rights of Licensor in respect of said premises or shall not do any unlawful activities prohibited by the State or Central Government.(6)Alteration. -

That the Licensee shall not make or permit to do any alteration or addition to the construction or arrangements (internal or external) to the Licensed premises without previous consent in writing from the Licensor.(7)No Tenancy. - That the Licensee shall not claim any tenancy right and shall not have any right to transfer, assign, and sublet or grant any License or sub-license in respect of the licensed premises or any part thereof and also shall not mortgage or raise any loan against the said premises.(8)Inspection. - That, the lessor shall, on reasonable notice given to the lessee, have a right of access either by himself or through authorized representative to enter, view and inspect the licensed premises at reasonable intervals.(9)Cancellation. - That, if the lessee commits default in regular and punctual payments of monthly compensation as herein before mentioned or commit/s breach of any of the terms and conditions of this agreement or if any legislation prohibiting the leave and license is imposed, the lessor shall be entitled to revoke and/or cancel the License hereby granted, by giving notice in writing of one month and the Lessee too, will have the right to vacate the said premises by giving a notice in writing of one month to the Lessor as mentioned earlier.(10)Possession. - That immediately, on the expiration or termination or cancellation of this agreement, the Lessee shall vacate the said premises without delay with all his goods and belonging. In the case of the Lessee failing and/or neglecting to remove himself and/or his articles from the said premises on expiry or as per the Agreement, the Lessor shall be entitled to compensation at the double rate of the daily amount of compensation per day and/or alternatively the Lessor shall be entitled to remove the Lessee and his belongings from the Licensed premises, without recourse to the Court of Law.(11)Registration. - This Agreement should be registered and the expenditure of Stamp duty and registration fee and incidental charges, if any, shall be borne by the Lessee.

Schedule

(Being the correct description of Flat/Building which is the subject at present)All constructed portion being residential unit bearing..... (Apartment/Flat No.)
Built-up.....(Area) situated on the.....(Floor) of a Building known as
.....standing on the plot of land bearing.....of Village.....
situated within the revenue limits of.....(Tehsil) and.....(District) and situated within the limits of.....(Municipal Corporation).In Witness whereof, the parties hereto have set and subscribed their respective signatures by way of putting thumb impression and electronic signature hereto in the presence of witness who are identifying the executants on the day, month and year first above written.

Name and Address { |

Photo

| { | - | Thumb Impression | } | Digitally Signed | - | LesseeName : UID:Address: | { | - | Photo | } | { | - | Thumb Impression | } | - | LessorName : UID:Address | { | - | Photo | } | { | - | Thumb Impression | } | - | Witness of execution-cum-identifier for Name : UID: Address | { | - | Photo | } | { | - | Thumb Impression | } | - | Witness of execution-cum-identifier for Name: UID : Address | { | - | Photo | } | { | - | Thumb Impression | } | }