



## THE ISLAMABAD RENT RESTRICTION ORDINANCE, 2001



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THE PAKISTAN CODE

# THE ISLAMABAD RENT RESTRICTION ORDINANCE, 2001

## ORDINANCE NO. IV OF 2001

[23rd January, 2001]

*An Ordinance to regulate the relations between the landlords and tenants of rented premises in the Islamabad Capital Territory;*

WHEREAS it is expedient to regulate the relations between the landlords and tenants of rented premises in the Islamabad Capital Territory and to provide for matters ancillary thereto or connected therewith;

AND WHEREAS the National Assembly and the Senate stand suspended in pursuance of the Proclamation of Emergency of the fourteenth day of October, 1999, and the Provisional Constitution Order No. 1 of 1999;

AND WHEREAS the President is satisfied that circumstances exist which render it necessary to take immediate action;

Now, THEREFORE, in pursuance of the Proclamation of Emergency of the fourteenth day of October, 1999, and the Provisional Constitution Order No. 1 of 1999, read with the Provisional Constitution (Amendment) Order, 1999 (Order No.9 of 1999), and in exercise of all powers enabling him in that behalf, the President of the Islamic Republic of Pakistan is pleased to make and promulgate the following Ordinance: —

**1. Short title, extent, application and commencement.**— (1) This Ordinance may be called the Islamabad Rent Restriction Ordinance, 2001.

(2) It shall extend to \*such urban area of Islamabad Capital Territory and apply to such buildings and rented lands as the Federal Government may, by notification in the official Gazette, specify.

(3) It shall come into force at once.

**2. Definitions.** In this Ordinance, unless there is anything repugnant in the subject or context,-

- (a) “Authority” means the Capital Development Authority established under the Capital Development Authority Ordinance, 1960(XXIII of 1960);
- (b) “building” means any building or part thereof, together with all fittings and fixtures therein, if any, and includes any vacant land, garden, ground, godown and out-house attached or appurtenant thereto, but does not include any place of religious worship;
- (c) “commercial building” means a building constructed and used solely for the purpose of an office, business or trade;

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\*For such areas Pl. see SRO 83(KE)/02, dated 19-07-02.

- (d) “Controller” means a Controller of Rents appointed by the Federal Government from amongst persons holding a judicial office and includes an Additional Controller of Rent under this Ordinance;
- (e) “fair rent” means the rent of any building determined by the Controller under this Ordinance.
- (f) “family” means spouse, dependent children and dependent parents;
- (g) “landlord” means the owner of the premises and includes any person for the time being authorized or entitled to receive rent in respect of any building or rented land, whether on his own account or on behalf, or for the benefit, of any other person, or as a trustee, guardian or receiver, and or a tenant who, being authorized under the terms of his lease so to do, sublets the building and every other person for the time being deriving title from the landlord;
- <sup>1</sup>[(ga) “Mediation Council” means Mediation Council constituted under section 16A.]
- (h) “rented land” means any land let separately for the purpose of being used principally for business or trade;
- (i) “residential building” means any building used for the purpose of residence, but does not include an office, a boarding house, hostel, or motel; and
- (j) “tenant” means any person who undertakes or is bound to pay rent as consideration for the possession or occupation of a building or rented land by him or by any other person on his behalf, and includes, —
  - (i) any person who continues to be in possession or occupation after the termination of his tenancy; and
  - (ii) in the event of the death of the tenant, the members of his family who continue to be in possession or occupation of the building or rented land; and
- (k) \***“Urban area”** means such area or areas of the Islamabad Capital Territory as the Federal Government may, by notification in the official Gazette, specify.

**3. Power to exempt.** The Federal Government may, by notification in the official Gazette, direct that all or any of the provisions of this Ordinance shall not apply to such building or buildings as are, or may be, used as Government offices:

Provided that such exemption shall not extend beyond the period of five years from the date of completion of construction of such building as certified by the Authority.

**4. Ordinance to override other Laws.** The provisions of this Ordinance shall have effect notwithstanding anything contained in any other law for the time being in force, or in any instrument or document.

<sup>1</sup>**[5. Agreement between landlord and tenant.—**(1) A landlord shall not let out a premises to a tenant except by a tenancy agreement in writing.

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\*For declaration of Urban Areas please see S.R.O 83/(KE)/02, date 19-07-2002.

<sup>1</sup>Ins. and Subs. by the Islamabad Rent Restriction (Amendment) Act, 2021 (XLVII of 2021), ss. 2-3.

(2) A landlord shall present the tenancy agreement before the Controller within thirty days of signing the agreement.

(3) The Controller shall enter the particulars of the tenancy in a register, affix his official seal on the tenancy agreement, retain a copy thereof and return the original tenancy agreement to the landlord.

(4) The entry particulars of the tenancy shall not absolve the landlord or the tenant of their liability to register the tenancy agreement under the law relating to registration of documents.

(5) A tenancy agreement entered in the office of a Controller or a certified copy thereof shall be a proof of the relationship of landlord and tenant.

(6) Any other agreement which may be executed between the landlord and the tenant in respect of the premises shall be presented before the Controller in the same manner as provided in sub-section (2).]

**6. Tenure of tenancy.** Subject to the provisions of section 17, no tenancy shall be valid beyond such period as the landlord and tenant may, by mutual agreement, fix before or after the commencement of the tenancy:

Provided that a tenancy in force before the commencement of this Ordinance for which no period is fixed shall cease to be valid on the expiration of a period of two years from such commencement:

Provided further that a tenancy which comes into force after the commencement of this Ordinance and for which no period is fixed shall not be valid after expiration of period of six months from the date of the receipt by the tenant of a notice in writing given by the landlord terminating the tenancy.

**7. Appointment of Rent Controller.**—(1) The Federal Government shall appoint one or more Rent Controllers for an urban area of the Islamabad Capital Territory.

(2) Where more than one Controller is appointed for urban area the Federal Government shall declare one of them to be the Senior Rent Controller.

(3) An application under this Ordinance shall be filed before the Controller having jurisdiction over the area where the building or rented land, in respect of which the application is made, is situated:

Provided that where there are more than one Controllers for an area, the application shall be made before the Senior Rent Controller who may either deal with it himself or make it over for disposal to other Controller.

<sup>1</sup>**[8. Landlord and Tenant to Fix Initial Rent.**—(1) The landlord and Tenant shall through mutual agreement, fix initial rent of building, residential or non-residential rented land.

(2) All payments in connection with tenancy between landlord and tenant shall be made through crossed cheques or with proper receipt or acknowledgment.]

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<sup>1</sup>Subs. by the Islamabad Rent Restriction (Amendment) Act, 2021 (XLVII of 2021), s. 4.



**9. Increase of rent in certain cases.**(1) Where the rent of any building other than non-residential building or rented land has been determined by an agreement between the landlord and the tenant, no further increase in such rent shall, during the continuance of tenancy if it is less than three years, be permissible during the subsistence of the agreement except in cases where some addition, alteration or improvement has been carried out at the landlord's expense and on the request of the tenant in accordance with the by-laws of the Authority.

(2) The fair rent, as increased on the ground of some addition alteration or improvement under sub-section (1) shall not exceed the fair rent payable under this Ordinance for a similar building or rented land in the same locality with such addition, alteration or improvement and it shall not be chargeable until such addition, alteration or improvement has been completed.

(3) Any dispute between the landlord and tenant in regard to any increase claimed on ground of some addition, alteration or improvement shall be decided by the Controller.

<sup>1</sup>**[10. Increase of rent of residential and non-residential buildings.** —The rent of residential as well as non-residential building shall stand automatically increased at the end of every one year of its tenancy by ten percent of the rent already being paid by the tenant.

(2) Nothing in sub-section (1) shall apply if a landlord and a tenant agree to increase or not to increase rent by agreement in writing.]

**11. Landlord not to claim in excess of fair rent.** The landlord shall not claim or receive any premium or other like sum in addition to fair rent or any rent in excess of such fair rent and any agreement for payment of any sum in addition to rent in excess of such fair rent shall be void.

**12. Fine or premium not to be charged for grant, renewal or continuance of tenancy.** No landlord shall, in consideration of the grant, renewal or continuance of a tenancy of any building or rented land require the payment of any fine, premium or any other like sum in addition to the rent.

**13. Money which should not have been paid may be recovered.**(1) Where after the commencement of this Ordinance any sum not payable by a tenant under this Ordinance has been paid by him, such sum may, without prejudice to any other mode of recovery, be deducted by the tenant from the rent payable by him to the landlord:

Provided that no such deduction shall be made by the tenant unless it has been allowed by the Controller on an application made by the tenant within six months of the payment of such sum.

(2) The Controller may, on an application made by the tenant within six months of his having made payment of any such sum as is referred to in sub-section (1), by order, direct the landlord to deposit the said sum within thirty days of the order for payment to the tenant.

**14. Landlord not to interfere with amenities enjoyed by the tenant.** (1) No landlord shall, without just or sufficient cause, cut off or withhold any of the amenities such as electricity, gas or water enjoyed by the tenant.

(2) A tenant in occupation of a building or rented land may, if the landlord has cut off or withheld any of amenities in contravention of the provisions of sub-section (1), make a complaint to the Controller for restoration thereof.

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<sup>1</sup>Subs. by the Islamabad Rent Restriction (Amendment) Act, 2021 (XLVII of 2021), s. 5.

(3) If the Controller on enquiry finds that the tenant has been in enjoyment of the amenities and that they were cut off or withheld by the landlord without just or sufficient cause, he shall make an order directing the landlord to restore such amenities, or authorise the tenant to secure the same for himself and to incur such expenses thereon as the Controller may specify and any expenditure so incurred by the tenant shall be adjustable against the rent payable by the tenant in respect of that building or rented land as the case may be.

**15. Failure by land-lord to make necessary repairs.**(1) If a landlord fails to keep a building in a state of reasonable repair, or to make such repairs thereto, not being structural alteration as may, from time to time, be necessary, it shall be competent for the Controller to direct, on application by the tenant, and after such inquiry as the Controller may think necessary that such repairs may be made by the tenant and the cost thereof may be deducted from the rent payable by him:

Provided that nothing in this section shall enable the tenant to spend on repairs any amount in a year exceeding the rent of the building for two months unless the Controller, after making necessary inquiry, is satisfied that such repairs are essential to render the building fit for occupation:

Provided further that where, under the terms of the agreement of tenancy, a tenant is authorised to make repairs at the expense of the landlord, no application under this section shall be necessary:

Provided also that the amount to be deducted from the rent payable on account of repairs in a year shall not exceed the amount of two month's rent.

*Explanation.* — For the purpose of this section, a building shall be deemed to be in a state of reasonable repair when—

- (i) all floors, walls, pillars, arches and roofs are sound and watertight;
- (ii) all doors and windows are intact, properly painted or oiled and provided with proper hooks or bolts or other necessary fastenings;
- (iii) all rooms, out-houses and appurtenant buildings are properly colour-washed or white-washed; and
- (iv) all electric, water, gas and sanitary fittings, if any are properly maintained and are safe, sound and without leakage.

**16. Reimbursement of expenses incurred on repairs under order of authority.**(1) Where the Authority, in the exercise of its powers, under any law for the time being in force, directs a landlord to make certain specified repairs to his building not exceeding the rent of the building for two months and the landlord fails to comply with the direction, the tenant may, on the direction of the Authority, make such repairs.

(2) Where a tenant makes any repairs in pursuance of a direction referred to in sub-section (1), he shall, within three months of the completion of repair, submit to the Authority an account of the costs incurred by him on such repairs and the Authority shall, after due verification, certify such costs whereupon the tenant shall be entitled to deduct the amount of the certified costs from the rent payable by him.

<sup>1</sup>[**16A. Mediation Council.**—(1) There shall be a Mediation Council consisting of—

- (a) President, Islamabad Chamber of Commerce or any other office holder of Islamabad Chamber of Commerce nominated by him ..... Convener
- (b) a representative of the tenant. .... Member
- (c) a representative of the landlord. .... Member

(2) Every dispute between landlord and tenant under this act including dispute relating to goodwill shall be referred to Mediation Council.

(3) On the first date of hearing after service of summons on the respondent, the Controller shall refer the matter to the Convener for mediation and direct the parties to appear before the Convener within seven days.

(4) On receipt of a reference from the Controller for mediation and on appearance of the parties, the Controller shall require both the landlord as well as the tenant to nominate a representative within three days who shall be duly authorized by him in writing and attested by Oath Commissioner to make statement about the dispute and settlement of dispute on his behalf.

(5) On receipt of nomination of representatives by the landlord and the tenant, the Convener shall convene the meeting of the Mediation Council not later than seven days and thereafter continue its proceedings on day to day basis and complete the same within thirty days.

(6) In case settlement is not arrived at or any of the parties withdraws from the mediation proceedings, the Convener shall intimate the Controller in writing who shall proceed with case.

(7) If a settlement is arrived at with the consent of representatives of tenant and landlord, the Convener shall make a settlement deed authenticated by him under his signatures and stamp of the ICC, providing all necessary details and also signed by the members of the Mediation Council and provide a copy of the settlement deed to each member without any cost.

(8) The Convener shall file the settlement deed before the Controller within seven days who shall pass an order in terms of settlement deed arrived at by the parties and such order shall be final.]

**17. Eviction of tenant.** (1) A tenant in possession of a building or rented land shall not be evicted therefrom except in accordance with provisions of this section.

(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 application, is satisfied that—

- (i) the tenant has not paid or tendered 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 within sixty days from the period for which the rent is payable; or
- (ii) the tenant has without the written consent of the landlord—

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<sup>1</sup>Ins. by the Islamabad Rent Restriction (Amendment) Act, 2021 (XLVII of 2021), s. 6.



- (a) transferred his right under the lease or sublet the entire building or rented land or any portion thereof; or
- (b) used the building or rented land for purpose other than that for which it was leased or has infringed any conditions on which the building or rented land is held;
- (iii) the tenant has committed such acts as are likely to impair materially the value or utility of the building or rented land; or
- (iv) the tenant has indulged in activities as are causing nuisance to the neighbours; or
- (v) the building or rented land is reasonably and in good faith required by the landlord for the reconstruction or erection of a building or the landlord has obtained the necessary sanction for the said reconstruction or erection from the Authority:

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.

*Explanation.* —For the purpose of clause,—

- (i) the rent remitted by money order or tendered to the landlord in such manner as may be agreed upon by the landlord and the tenant or deposited in the office of the Controller shall be deemed to have been duly tendered; and
- (ii) where water charges, gas charges or electricity charges are payable by the tenant to the landlord such charges shall be deemed to be rent.

(3) If, the Controller is not satisfied as provided in sub-section (2), he shall make an order rejecting the application.

(4) A landlord may apply to the Controller for an order directing the tenant to put the landlord in possession, —

- (a) in the case of residential building, if he requires it in good faith for his own occupation or of any member of his family and he or any member of his family, as the case may be, is not occupying any other residential building suitable for his needs at the time in the urban area:

Provided that he or the said member of his family has not vacated such building in the Islamabad Capital Territory without sufficient cause after the commencement of this Ordinance; and

- (b) in the case of a commercial building or rented land, if he requires it in good faith for his own use or for the use of any member of his family:

Provided that where the tenancy is for a specified period agreed upon between the landlord and the tenant, the landlord shall not be entitled to apply under this sub-section before the expiry of such period:

Provided further that where the landlord has obtained possession of a residential or commercial building or rented land under clause (a) or clause (b), he shall not be entitled to apply again under the said clauses for the possession of any other building or rented land unless the building or rented land of which he had previously taken possession has become unsuitable for his needs.

(5) The Controller shall, if he is satisfied that the claim of the landlord under sub-section (4) is *bona fide*, make an order directing the tenant to put the landlord in possession of the building or rented land on such date as may be specified by the Controller and, if the Controller is not 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 and may extend such time so as not to exceed three months in the aggregate.

(6) Where the landlord who has obtained possession of a building in pursuance of an order made under sub-section (5) does not himself, or where possession of the building or rented land has been obtained for any member of his family such member does not, occupy the building or rented land within one month of the date of obtaining its possession, or having obtained possession relets it within six months of the said date to any person other than the tenant, the tenant may apply to the Controller for an order directing that the possession of such building be restored to him and the Controller may make an order accordingly.

(7) Where a landlord has obtained possession of a building in pursuance of an order under clause (v) of sub-section (2) and does not have the building demolished within four months of the date of taking its possession, or does not reconstruct or erect the new building in accordance with Authority's regulations, unless he satisfies the Controller that he was prevented from having the building demolished or from reconstructing or erecting the building within the said period by reasons beyond his control, be punished with imprisonment for a term which may extend to six months, or with fine, or with both.

(8) In proceedings under this section on the first date of hearing, or as soon thereafter as may be but before the issues are framed, the Controller shall direct the tenant to deposit in his office before a specified date all the rent due from him and also to deposit regularly till the final decision of the case before the fifteenth day of each month, the monthly rent which subsequently becomes due, and if there be any dispute as to the amount of rent due, the Controller shall determine such amount approximately.

(9) If the tenant fail to deposit the amount of rent before the specified date or, as the case may be, before the fifteenth day of the month, his application if he is an applicant shall be dismissed or his defence, if he is a respondent, shall be struck off, and the landlord shall be put in possession of the building without any further proceedings.

**18. Eviction of tenants where the landlord is a salaried employee, widow or minor Orphan.**—(1) Notwithstanding anything contained in this Ordinance or any other law for the time being in force,—

- (a) in a case where the landlord has died; or

- (b) in a case where the landlord is a salaried employee and has retired or is due to retire or has proceeded or is due to proceed on leave preparatory to retirement within a period of six months.

a notice in writing may be given by such landlord or the widow or, minor child of the deceased landlord, as the case may be, to the tenant of a residential building informing him that he or she needs, the building for personal use and requiring him to deliver vacant possession of the building within a period of two months from the date of receipt of the notice:

Provided that no application under this section shall be maintainable if it is made after one year from the date of the death of the landlord or, in the case of the retirement of a salaried person, before one year from or after one year of the date of his retirement:

Provided further that in case where the landlord has died or salaried person has retired before the commencement of this Ordinance an application may be made within a period of one year from the date of such commencement.

*Explanation.*— In computing the period of one year from the date of the death of the landlord, or from the date of retirement of a salaried person, the period of notice mentioned in sub-section (1) shall be excluded.

(2) The right to seek ejectment under sub-section (1) shall also be available to a landlord of a residential building who is the wife, husband or a minor child of a salaried employee referred to in sub-section (1).

(3) In the case of landlord referred to in sub-section (1), or sub-section (2), who happens to be a landlord of more than one residential building whether or not in the same locality, action as provided for in this section shall be competent in respect of one of such residential building only.

(4) A landlord referred to in clause (b) of sub-section (1), or in sub-section (2), who is in occupation of a residential building owned by him shall not be entitled to seek ejectment of a tenant from a residential building situated in the locality in which the building in occupation of the landlord is situated unless he offers the building in his occupation in exchange of the building in possession of the tenant on terms and conditions and on payment of such rent as may be determined by the Controller:

Provided that the benefit of exchange shall not be available to the tenant who refuses to accept the offer or the terms and conditions and the rate for rent agreed by the landlord and tenant:

Provided further that the tenancy in respect of the building given in exchange shall not extend beyond the period of tenancy fixed for the original building.

(5) A tenant who, on receipt of the notice referred to in sub-section (1), fails to deliver vacant possession of the building to the landlord, widow or minor orphan of the deceased landlord or to widow or minor child of the deceased landlord within the time allowed in the notice shall be liable to be ejected summarily by the Controller on an application being made to him in this behalf.

(6) On an application being made to him under sub-section (5), the Controller shall issue a notice to the tenant and, on being satisfied with the *bona fides* of the request of the landlord or the widow or minor orphan of a deceased landlord, as the case may be, order the summary ejectment of the tenant.

(7) A landlord or a widow or orphan of a deceased landlord referred to in sub-section (1) or sub-section (2), who, within one year of his having obtained possession of a building as provided for in sub-section (6), relets the building to any person other than the previous tenant shall be punishable with fine which may extend to five thousand rupees:

Provided that if the amount of the annual rent for which the building is so relet exceeds five thousand rupees the amount of fine shall be equal to the amount of annual rent.

(8) The notice referred to in sub-section (1) or sub-section (2) may, in the case of landlord who is a minor, be given by the guardian of such minor.

**19. Tenant to be informed in case of transfer of ownership.** Where the ownership of a building or rented land in the possession of a tenant has been transferred by way of sale, gift, inheritance or in any other mode or manner whatsoever, the new owner shall send an intimation of such transfer in writing by registered post to the tenant of such building or rented land and the tenant shall not be deemed to have defaulted in the payment of rent for the purposes of clause (i) of sub-section (2) of section 17 if the rent due is paid within thirty days from the date when the intimation should, in the normal course, have reached the tenant.

**20. Decisions which have become final not to be reopened.** The Controller shall summarily reject any application under sub-section (2) or sub-sections (4) of sections 17 which raises substantially the same issue as has been finally decided in any former proceedings under this Ordinance unless new grounds or circumstances have arisen after the final decision in such proceedings.

**21. Appeal.**— (1) Any party aggrieved by a final order of the Controller made under this Ordinance may, within thirty days of the date of such order, prefer an appeal to the District Judge.

<sup>1</sup>[(2) An appeal may lie from an interlocutory order passed by the Controller.]

(3) On such appeal being preferred, the District Judge may hear it himself or refer it for disposal to an Additional District Judge.

(4) The District Judge may, *suo motu* or on an application of any party to proceedings, for reasons to be recorded in writing, recall an appeal made over by him to an Additional District Judge and either hear it himself or refer it for disposal to another Additional District Judge.

(5) The appellate authority may, pending final disposal of appeal, suspend the operation of the order appealed against.

(6) The appellate authority admitting an appeal for hearing shall have the same powers to direct tenant to deposit the rent as are vested in the Controller under this Ordinance and, if the tenant makes default in compliance with such an order, then if he is the appellant, his appeal shall be dismissed summarily and if the respondent, his defence shall be struck off.

(7) The appellate authority shall after perusing the record of the case and giving the parties an opportunity of being heard and, if necessary, after making such further inquiry, as it thinks fit, either personally or through the Controller, make an appropriate order which shall be final.

(8) The order of the Controller, subject to the result of appeal, shall be final.

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<sup>1</sup>Subs. by the Islamabad Rent Restriction (Amendment) Act, 2021 (XLVII of 2021), s. 7.



**22. Transfer of case.** On the application of any of the parties and after notice to the parties and after hearing such of them as desire to be heard, or of its own motion, without such notice—

- (a) the District Judge may at any stage withdraw any application pending with a Controller subordinate to him and transfer the same for disposal to any other Controller subordinate to him and competent to try or dispose of the same; and
- (b) the High Court may at any stage withdraw any appeal pending with any District Judge and transfer the same for disposal to any other District Judge subordinate to it and competent to try or dispose of the same.

**23. Execution of orders.** Every order made under section 14 <sup>1</sup>[, 16A], section 17, section 18 and every order passed in appeal under section 21, shall be executed by the Controller as if it were a decree of a Civil Court. The provisions of Order XXI of the First Schedule to the Code of Civil Procedure, 1908(Act V of 1908) shall, so far as may be, apply to the execution of orders made under this Ordinance.

**24. Procedure and power of Controller.**— (1) Unless otherwise provided in this Ordinance, no order under sections 9, 14, 15, 17 or 18 shall be made by the Controller except after holding an inquiry and affording to the parties an opportunity of being heard.

(2) For the purposes of holding an inquiry of execution of orders under this Ordinance, the Controller shall have the same powers as are vested in a Court under the Code of Civil Procedure, 1908 (Act V of 1908), when trying a suit or executing a decree in respect of the following matter, namely:—

- (a) summoning and enforcing the attendance of any person and examining him on oath;
- (b) compelling the discovery and production of any document and other material evidence; and
- (c) issuing a commission for the examination of witness.

**25. Service of summons and production of witnesses.**—(1) Service of summons once effected on a party shall be sufficient for the purposes of the entire proceedings before the Controller.

(2) The production of witnesses shall be the responsibility of the parties and the Controller shall not summon a witness unless he is satisfied that the witness is a servant of the Federal Government, a Provincial Government, local authority or a corporate body and that he has to produce official record of such Government, local authority or corporate body as the same may be.

(3) Except for sufficient reasons to be recorded in writing, the Controller shall finally dispose of an application under this Ordinance as expeditiously as possible but not later than four months of the date of the first hearing after the service of summons on the respondent.

(4) The proceedings of every inquiry shall be deemed to be judicial proceedings within the meaning of sections 193 and 228 of the Pakistan Penal Code 1860(Act XLV of 1860).

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<sup>1</sup>Ins. by the Islamabad Rent Restriction (Amendment) Act, 2021 (XLVII of 2021), s. 8.



(5) The Controller shall be deemed to be a Civil Court for the purposes of sections 480 and 482 of the Code of Criminal Procedure, 1898(Act V of 1898).

**26. Compensation for frivolous applications and defence.** If in the opinion of the Controller or, as the case may be, the appellate authority any party to the proceedings under this Ordinance is found guilty of abuse of the process of law by filing frivolous, or vexatious application or by taking pleas in defence which are false or intended to prolong the proceedings unnecessarily he or, as the case may be, it shall, while passing the final order, award compensation to the other party which shall not be less than five thousand rupees or more than ten thousand rupees.

**27. Landlord and tenant to furnish particulars.** Every landlord and every tenant of building or rented land shall furnish to the Controller, or any person authorised by him in that behalf, such particulars in respect of such building or rented land as he may, by order, direct.

**28. Penalties.**— (1) Whoever contravenes, or fails to comply with, any provisions of this Ordinance or the rules made thereunder shall, if no other penalty is provided in this Ordinance for such contravention or failure, be punishable with fine which may extend to five thousand rupees.

(2) No Court shall take cognizance of an offence under this section except upon—

- (a) a complaint of facts which constitute such offence filed with the sanction of the Controller in writing; and
- (b) a report in writing of such facts made by the Controller.

**29. Indemnity.** No suit or other legal proceedings shall lie against the Federal Government or the Controller or any authority or person in respect of any thing which is in good faith done or intended to be done under this Ordinance.

**30. Power to delegate.** The Federal Government may delegate all or any of its powers under this Ordinance to such of its officers as it may deem necessary.

**31. Power to make rules.** The Federal Government may, by notification in the official Gazette, make rules for the purpose of carrying out the purposes of this Ordinance.

**32. Repeal and savings.**—(1) The West Pakistan Urban Rent Restriction Ordinance, 1959(W.P. Ord.VI of 1959), to the extent of the Islamabad Capital Territory, is hereby repealed.

(2) Nothing contained in this Ordinance shall be deemed to apply to suits or appeals falling within the jurisdiction of the Controller, or the applications relating thereto, which were pending before any court immediately before the commencement of this Ordinance and such suits, appeals or applications shall continue to be heard and disposed of in accordance with the law applicable to them before such commencement.