Rajasthan Rent Control Act, 2001

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RAJASTHAN

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FESTIVALS

- Pushkar Mela

- Kota Festival

- Gangaur

- Teej

- Brij Holi

- Nagaur

TRIBES

- Bishnoi Tribe
- Meena tribe
- Meghval
- Rabari Tribe

- Thar desert

- Umaid Bhawan Palace

- Jantar Mantar

- Jodhpur "Blue city"

- Amer Fort

- Ghateshwara Mahadeva temple

- Mount Abu

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TIGER RESERVES

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RAJASTHAN

Ranthambore

1973

Banas, Chambal

Aravalli and Vindhya

- Tiger, Leapord, Sambar, Sloth Bear, Chital, Gray Langur, Rhesus Macaque
- Jamun, Gurjan

Nilgai

Striped hyena

Wild Boar

Mugger Crocodile

Banyan

Babul

Sariska

1978

Bandipool stream flows into the Ruparel River

Aravalli Range

- It is the first reserve in the world with successfully relocated Tigers
- Tiger, Indian Leopard, Jungle Cat, Striped Hyena, Chital, Sambar Deer, Nilgai, Wild Boar

Caracal

Small Indian Civet

Golden Jackal

Indian Eagle-Owl

Dhok, Kair, Adusta, Jhar Ber

Mukandra Hills

2013

Mukandra Hills

Khair trees

Blue Bull

Wild Boar

Sloth Bear

Hyena

Chinkara

Wild boars
Deer
Tiger
Leopards

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Festivals Of India

Rajasthan

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Gangaur Festival

- It falls a fortnight after Holi.
- Celebrated for 18 days in honor of Goddess Parvati.
- Also the consequent celebration of the harvest.

Teej

- Celebrated primarily by girls and women, with songs, dancing and prayer rituals.
- Dedicated to Goddess Parvati and her union with Lord Shiva.

Rajasthan

Urs at Ajmer

- Commemorates the anniversary of the death of Sufi saint Moinuddin Chishti.
- It is held over six days.

Pushkar Fair

- Pushkar fair is one of India's largest camel, horse and cattle fairs.
- Held in the town of Pushkar.

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CHAPTER 1

PRELIMINARY

Section 1

1.1 Short title: The Rajasthan Rent Control Act, 2001.

Commence: **1 April 2003**

1.2 Extent:

- In the first instance to such of the **Municipal areas** which are comprising the **District Headquarters** in the **State**

- Later on to such of the **other Municipal areas** as the **State Government** may, by notification in the Official Gazette, specify from time to time.

1.3

- It shall **come into force with effect from**
- Such date **as the State Government** may, by **notification** in the Official Gazette, appoint.

State Government

Reference: Rajasthan Rent Control Act, 2001 s 1

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Section 2

Definitions:

In this Act, unless subject or context otherwise requires:

Section	Term	Definition
2. a	Amenities	• Supply of water and electricity • Passages • Staircase • Natural light • Lavatories • Lifts • Conservancy • Sanitary services • Telephone services • T.V. Cable services or the like.
2.b	Appellate Rent tribunal	Appellate Rent Tribunal constituted under Sec. 19.
2. c	Landlord	• **Any person who** for the time being **is receiving** or is entitled to **receive the rent** of any premises • Whether on his own account or as an agent, trustee,

		guardian or receiver for any other person, or • Who would so receive or be entitled to receive the rent, if the premises were let to a tenant.
2.d	Lease	A lease defined under the Transfer of Property Act, 1882
2.e	Municipal Area	Municipal area as defined under the **Rajasthan Municipalities Act, 2009**
2.f	Premises	• Any land not being used for agricultural purposes; and • Any building or part of a building (other than a farm building) let or intended to be let for use as a residence or for commercial use or for any other purpose, including: ○ The gardens, grounds, godown, garages and out-houses, if any, appurtenant to such building or part. ○ **Any furniture** supplied by

		the landlord for use in such building or part. ○ Any **fittings affixed** to; and amenities provided in such building or part for the more **beneficial enjoyment** thereof, and ○ Any **land appurtenant** to and let with any such building or part but **<u>does not include</u>** a **room** or other **accommodation in a hotel**, **Dharamshala**, inn, Sarai, lodging house, boarding house or hostel. **Explanation:** In absence of a contract to the contrary, the top of the roof shall not form part of the premises let out to a tenant;
2. fa	Rent Authority	Officer appointed under **S. 22-A**
2.g	Rent tribunal	Rent Tribunal under **S. 13**

2.h	Senior citizen	• Citizen of India • Age of **sixty-five years** or more
2.i	Tenant	• The person **by** whom or on **whose account** or behalf **rent is**, or but for a contract express or implied, would be **payable** for any premises to the tenant's landlord. • **Including the person** who is continuing in its possession after the termination of his tenancy otherwise than by an order or decree for eviction passed under the provisions of this Act; and • In the **event of death of the person** referred above ○ In case of **premises let out for residential purposes** ○ The person's **surviving spouse, son, daughter, mother and father** who had been ordinarily residing with him in such

		premises as member of his family up to his death: ○ In case of premises let out **for commercial or business purposes** ○ The tenant's **surviving spouse, son, daughter, mother and father** who had been ordinarily carrying on business with him in such premise, as member of his family up to his death.
2.j	Tribunal	An **<u>Appellate Rent Tribunal</u>** (or a Rent Tribunal, as the case may be.

Kailash Chandra Dad Vs. State of Rajasthan
Criminal Appeal No.826/2012

Held:

- Jurisdiction of Rent Tribunal to entertain suits relating to property vest in Panchayat Samiti
- Property of Panchayat Samiti is a public premise
- The matter cannot be entertained by the Tribunal as the same is governed by the provisions of **Public Premises Unauthorised Occupants Act, 1964.**

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Reference: Rajasthan Rent Control Act, 2001 s 2

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Sec 2(c) Landlord - Any person receiving or **entitled** to receive rent on **his own account** or as **Agent Trustee of other"**

Sec 2(a) Amenities Water/Electricity/Sun light/Lift/Staircase/ Lavatory/Passage/ Sanitary/ TV Cable/ Telephone etc.

S. 2(f) PREMISES

INCLUDES:

- **Land** (Agricultural Purpose)
- **Building** (Forum Building)
- **Garden, garages**
- **Furniture** & **Fittings** & **Amenities**

EXCLUDES:

- Room/Accommodation in **Hotel, Hostel**
- The **top of the roof** shall not form part of premises which is let out

S. 2 (i) Tenant

Person who **pays rent** by his **own account** or on **whose behalf rent is payable**

INCLUDES:

- **Surviving** father, mother, spouse, Son, Daughter (in case of death)
- Person, who is **continuing in possession** after Termination of Tenancy (Eviction as per Act)

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Section 3

- **Chapters II and III <u>not to apply to</u>** certain premises and tenancies.
- Nothing contained in Chapters II and III of this Act shall apply To:
  - Any **premises** belonging to or let out by the **Central Government** or the **State Government** or a local authority.

  - Any premises belonging to or let out by anybody corporate constituted by a **Central Act or a Rajasthan Act.**

सत्यमेव जयते
Government of Rajasthan

  - Any premises belonging to a Government company as defined under **S. 617** of the **Companies Act, 1956**
  - Any premises **belonging to the Devasthan Department of the State**
    - Which are managed and controlled by the

State Government

- To any property of a Wakf, registered under the Wakf Act, 1995

- Any **premises** belonging to such **religious, charitable or educational trust or class** of such trusts as may be specified by the State Government by notification in the Official Gazette.

- Any **premises belonging** to or vested in a **University** established **by any law** for the time being in force.

- Any premises let to
  - **Banks**
  - **Public Sector Undertaking**
  - **Corporation**
  - **<u>Established by</u>** or under any **Central** or **State Act,** or multinational companies, and private limited companies or public limited companies having a

paid up share capital of rupees one crore or more.

- Premises **let out to (s.3(xi))**
  - **A citizen of a foreign country**
  - An embassy
  - High Commission

- Legation
- Other body of a foreign State
- Such international organisation as may be specified by the State Government by notification in the Official Gazette.

Explanation:

- **Bank**
  - The **State Bank of India** under State Bank of India Act, 1955
  - **Subsidiary bank** under State Bank of India (Subsidiary Banks) Act, 1959
  - A **corresponding new bank** constituted under
    - **S.3** of Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 or
    - **S.3** of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1980.
  - Any other bank, **being a scheduled bank** as defined S. 2 of Reserve Bank of India Act, 1934

Reference: Rajasthan Rent Control Act, 2001 s 3

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Section 4

Rent to be as agreed:

- The **rent payable** for any premises shall, subject to other provisions of this Act, be such **as may be agreed** upon **between the landlord and the tenant**
- It **shall not include the charges payable for amenities** **Section 2(a)**
- Which may he agreed upon separately; and shall he payable accordingly.

Agreement between Tenant & Landlord

As agreed between landlord–tenant

S. 2(a)

AMENITIES

Reference: Rajasthan Rent Control Act, 2001 s 4

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Section 5

Payment and remittance of rent by tenant:

- Unless agreed otherwise **every tenant shall pay the rent** by the 15th Day of the month next following the month for which the rent is payable.

Congrats. You are my tenant now!!

You have to pay the rent on 15th of next month.

Here, take the payment **receipt.**

- **Every tenant** who makes a payment on account of rent shall he **entitled to obtain a receipt** of the amount paid duly signed by the landlord or his duly authorised agent.

RECEIPT № 000001
DATE
FROM $
DOLLARS
FOR RENT
FOR
ACCT.
PAID
DUE
CASH
CHECK
MONEY ORDER
CREDIT CARD
FROM TO
BY

Nonihal Singh Vs Maya Devi
AIR 2018 SC 2016

FACTS:

- Application for extension of time in payment of rent and condoning delay in depositing the amount and failing to pay rent amount in the period prescribed by the Tribunal.
- Substantial rent amount and mesne profits were paid by tenant late and subsequently execution proceedings were filed by landlord

HELD:

- Both the applications were dismissed without taking into account substantial payment of rent by tenant was improper
- Tenant directed to continue occupation of the premises.

Section 5(3)

- Personal payment – **Cash/ Cheque** of Bank Draft.
- **Pay in bank** account.
- Remitting through **postal money order.**

- Landlord shall **disclose to the tenant their** bank account number and name **of the bank in the same Municipal area**, **in the rent agreement** or by a notice sent to him by registered post, acknowledgment due.

Reference: Rajasthan Rent Control Act, 2001 s 5

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CHAPTER - II

Revision of Rent

Section 6

Revision of rent in respect of existing tenancies:

6.1 Notwithstanding anything contained in any agreement, where the premises have been let out before the commencement of this Act, the **rent thereof shall be liable to be revised according** to the formula indicated below :-

Formula for Rent Revision in case the premises have been let out **before 1st January, 1950**

- It shall he **deemed** to have been let out on **1st January, 1950.**
- **Annual increase =** **Rent payable** at that time shall be **liable to be increased at the rate of 5%** per annum.
- **Merged after:** The amount of increase of rent **shall be merged** in such rent **after ten years**.

- The amount of rent so arrived at **shall again be liable** to be **increased at the rate of 5%** per annum in similar manner up to the year of commencement of this Act.

Formula for Rent Revision where the premises have been let out on or **after 1st January, 1951:**

- **Annual increase:**
  The rent payable at the time of commencement of the tenancy shall be **liable to the increased at the rate of 5% per annum**

- **Merged after:**
  The **amount of increase** of rent shall be **merged in** such **rent after ten years**.
- The amount of rent so **arrived at shall again** be liable to be **increased at the rate of 5%** per annum in similar manner up to the year of commencement of this Act.

Remember your rent will increase 5% every year

Let's quickly see how:

If, Rent in 2001= 1000

Annual increase in the Rent = 5%

5% of 1000 = Rs. 50

Therefore, Rent in 2002 = 1050 .....

So, Rent in **2010** = **1600**

<u>After 2010</u>

Rent = 1600 **(merged rent)**

5% of 1600 = Rs. 80 – New **increase in the rent annually**

Revision of rent

Before 1st January, 1950

- Shall be deemed to have been let out on 1st January, 1950.
- 5 % increase – YEARLY
- Merged to the original rent after 10 years
- After 10 years, 5% increase will be on this merged rent.

On or After 1st january, 1950.

- 5 % increase – YEARLY
- Merged to the original rent after 10 years
- After 10 years, 5% increase will be on this merged rent.

6.2

When 10 years is not completed:

- Notwithstanding anything contained in **Section 6(1)**
- **Where period of ten years for merger** of increase of rent **is not completed** up to the year of the commencement of this Act,
- The **rent** at the **rate of 5% per annum shall be increased up to the** Year of the commencement of this Act and amount of increase of rent shall he merged in rent.

6.3

- The rent arrived at according to the formula given in **Section 6 (1) & (2)**
- This rent shall, after completion of each year from the year of commencement of this Act, **again be liable to be increased and paid at the rate of 5% per annum**
- The amount of **increase of rent shall he merged** in such rent **after ten years**.
- Such rent shall further be liable to be increased at similar rate and merged in similar manner till the tenancy subsists.

6.4

- the rent revised as per formula given under **Section 6 (1) & (2)**
- Shall be payable, after the commencement of this Act,
- From the **date agreed upon between** the landlord and the tenant or where any petition is filed in a Rent Tribunal, from the date of filing of such petition.

Reference: Rajasthan Rent Control Act, 2001 s 6

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Harbans Kaur Vs. Iqbal Singh & Anr.
Appeal (Civil), 12561-12562 of 2017

Held:

- As per **S. 6** landlord is entitled in seeking the Revision of rent irrespective of anything mentioned in the Rent agreement.
- Thus the Landlord not adding 10% increase in the rent did not lead to any breach **u/s 6**
- An error has been committed on part of the High Court in allowing the petition of the tenant.

Section 7

Revision of rent in respect of new tenancies:

In the **absence of any agreement** to the contrary,

- The rent of the premises let out after the commencement of this Act shall be liable to be **increased at the rate of 5% per annum**
- The amount of increase of rent shall be merged in such rent after ten years.
- Such rent shall further be liable to be increased at the similar rate and merged in similar manner till the tenancy subsists.

Section 7(2)

- If the agreement for **increase of rent is in excess of 5% per annum**

- Then the agreement shall be **void to that extent.**

- Valid till 5%
- **Void after it** exceeds 5%

Reference: Rajasthan Rent Control Act, 2001 s 7

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Chapter 2 & 3 - Does not apply to

Premises Belonging to or Let out by:	Premises Let out to:
• Central or State Govt. or Legislative Assembly	• Bank/PSU/Corp./MNC or Pvt. Co./Pub. Co. [PUC > 1 Cr.]
• Body Corporate	• Foreign Citizen/Embassy Legation/Body of Foreign State or Specified (by SG) International
• Govt. Company	
• Devasthan Dept. (Managed & Controlled by SG) Or Wakf Property	

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Note: It does not mean that the premises to which Ch II & III do not apply, the jurisdiction if Rent Tribunal will not apply.

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CHAPTER III

Tenancy

Section 8

Limited period tenancy:

8.1

- A landlord **may let out** **the premises for** **residential purposes** **for a limited period** not exceeding three years.

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8.2

- In such cases the landlord and the proposed tenant shall **submit a joint petition** **before the Rent Tribunal** for
  - Permission to enter into the **limited period tenancy**.
  - Grant of certificate for recovery of possession.

ATTENTION!

Joint Application

8.3

- The rent Tribunal shall **grant permission immediately**
- Issue certificate for recovery of possession of such premises executable on expiry of the period mentioned in the certificate.

- However, such permission **shall not be granted for more than three times for the same premises.**

This is your fourth time. **limited period tenancy not allowed!**

Proviso:

- **Certificate for recovery of possession** issued in this section **shall lapse.**
- **Condition of Lapse:** Petition for execution thereof has not been filed before the Tribunal
- **Within six months**
- From the **date such certificate becomes executable**.

Reference: Rajasthan Rent Control Act, 2001 s 8

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Section 9

Eviction of tenants:

- **Notwithstanding** anything contained in any other law or contract
- But subject to other provisions of this Act, the Rent Tribunal shall not order eviction of tenant unless it is satisfied that:

GROUNDS of EVICTION:

a. **No rent for 4 months:** The tenant has neither paid **not tendered the amount of** rent due front him for **four months.**

Proviso:

- This ground won't apply if landlord has **not disclosed to the tenant**
  - The **bank account number**

- The **name of the bank** in the same Municipal area.

- **In the rent agreement** or by a notice sent to him by registered post, acknowledgment due.

Proviso:

- No petition on non-payment of rent unless:
  - **Notice by landlord** to the tenant
  - By **registered post**
  - **Acknowledgment due**
  - **Demanding arrears of rent**

- The tenant **has not made** payment of arrears of rent **within a period of thirty days from** the date of service of notice.

Registered post

Demanding arrears of rent

Tenant didn't pay within 30 days of notice!

Acknowledgment due

Explanation:

- For the purposes of this clause, **the rent shall be deemed to have been tendered** when the same is **remitted through money order** to the landlord by properly addressing the same
- Or having been deposited with the Rent Authority.

Rent remitted through money order → Means rent has been tendered

b. DAMAGE

- Tenant has **wilfully caused** or permitted to be caused **substantial damage** to the premises.

c. Unauthorised Construction:

- Tenant has without **written permission** of the landlord made or permitted to be **made any construction**
- Such a construction has **materially altered the premises** or is likely to diminish the value of premise.

d. Nuisance:

- Tenant has **created a nuisance** or

- Done an **act inconsistent** with the purpose of tenancy,
- Done an **act** which is likely to **affect adversely** and substantially the landlord's interest in the premise.

e. Unauthorised Sub-letting etc.:

- Tenant has **assigned, sub-let** or **otherwise parted** with the possession of the whole or part of the premises without the written permission of the landlord.

Will you let to us this pretty flat??
Hi.
2D
Umm... well even I am a tenant. But what the hell!!

Explanation:

- If it is established that **some person** other than the tenant **is in the exclusive possession** of the whole or part of the premises
- It shall he **presumed that the tenant has either sub-**let or **parted with the possession** of the whole or part of the premises, as the case may be.

Ground to Evict

f. Renounced tenancy:

- Tenant **has renounced** their character as such or
- Tenant has **denied the title** of the landlord
- But the landlord has not waived their right or condoned the conduct of the tenant.

g. Used for different purpose:

- The premises were let out for residential purposes but have been put to commercial use wholly or partially.

h. Employment with landlord ceased:

- **Premises were let out** to the tenant for residential purposes
- **Reason of tenancy:** Because the tenant **is in** service or employment of the landlord
- **Eviction reason:** Tenant has ceased to be in such service or employment; or

i. **Premise is required by landlord**

- The premises are **required reasonably** and bona **fide** by the landlord
- **Purpose:** For the personal use or occupation or for family or for the use of occupation of any person for whose benefit the premises are held.

Proviso:

- If the landlord got the **decree of eviction** on this ground
- The landlord **cannot let out the same** to any other person **within 3 years.**

Q. What if the premised is let out?

- In such a case, the **tenant** shall be **entitled** for **restoration of possession.**
- Tenant can move a petition before the Rent Tribunal.
- Rent Tribunal shall dispose of such petition **expeditiously.**
- The procedure **under S. 16,** shall mutatis mutandis apply.

j. Tenant **has built or acquired vacant possession** of or has been allotted suitable premises adequate for his requirement; or

k. **Use for different purpose:**

- Premises **have not been used** without reasonable cause **for the purpose for which they were let** for a continuous period of **six months** immediately preceding the date of the petition.

l. **Tenancy not allowed:**

- Landlord has been required by any authority under any law to **abate the over-crowding of the premises**.

m. Landlord requires the premises in order **to carry out any building work**:

- At the **instance of the State Government** or a local authority in pursuance of an improvement scheme or **development scheme**.
- Because the **premises has become unsafe** or unfit for human habitation.

Grounds of Eviction

S.NO.	GROUNDS
1.	**Non-payment** or **non tender** of rent for **4 months** • **Non-disclosure** of bank **account no. & name of bank** • **Non payment of arrears** of rent within **30 days** from date of notice
2.	Willfully causing **Substantial Damage**
3.	**Construction w/o written permission** of landlord • **Materially Altered** Premises or diminish value
4.	**Nuisance or Adverse Act** to Landlord's interest
5.	**Sub-letting** (whole or part) without written permission

6.	**Renounce** his character or **Denied** Title of Landlord
7.	**Ceased Landlord's service** or employment
8.	Required for **personal or family use** or occupation (Reasonable & Bona fide) • No further letting for duration of **3 years**
9.	**Built or Acquired suitable possession** for his Requirement
10.	Premises **not used** for **6 months** w/o any Reasonable cause

11.	Landlord required to **Abate over-crowding** of Buildings
12.	**Carry out any Building Work** • Improvement or Development Scheme by (State Govt. or Legislative Assembly) • Unfit for Human Consumption

Reference: Rajasthan Rent Control Act, 2001 s 9

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Section 10

Right of landlord to recover immediate possession in certain cases:

10.1

- Notwithstanding anything to the contrary contained in this Act or another law for the time being in force or in any contract or usage.

10.1(i)

- A landlord shall, on a petition being filed in this behalf in the Rent Tribunal, be **entitled to recover immediate** possession of a residential premises, if the landlord:

a. **Required by armed forced/para-military personnel after retirement:**
   - The landlord is or was a member of any **armed forces** or **paramilitary forces** of the Union
   - **<u>Time period for filing petition:</u>**
     - **Within one year** prior to or subsequent to the date of retirement, release or discharge, **<u>or</u>**

- within a **period of one year from the date of commencement of this Act**, whichever is later.

b. Required by government employee after retirement:

- Landlord is or was an **employee of** the
  - Central Government
  - State Government
  - Local bodies

- State owned Corporations

- Files the aforesaid petition **within a period of one year** prior to or subsequent to the date **of his retirement** or within a period of one year from the date of the commencement of this Act, whichever is later:

c. Landlord – become a **senior citizen**

- Files the aforesaid petition **after the expiry of three years** from the date of letting out of premises.

SENIOR CITIZEN S.2(h)

Citizen of India

Age – 65 Years

10.1(ii)

- A **dependent legal representative of a landlord:**
  - The landlord was a **member of any armed forces** or paramilitary forces of the Union
  - Has died during the course of his employment.
- On a petition being filed in this behalf **in the Rent Tribunal.**
- The **legal representative is entitled to recover immediate possession** of the residential premises
- If the **petition is filed by him within a period of one year**
  - After the death of such member or **within a period of one year from the date of commencement of this Act**, whichever is later

LEGAL REPRESENTATIVE

He left us in the service of the nation.

1

WIDOW

- After the death of a landlord, **his widow shall,** on a petition being filed in this behalf in the Rent Tribunal, **be entitled to recover immediate possession**
- Of the residential premises
- If the petition is **filed by her**
- Within a **period of one year** from the date of death of her husband.

10.2

- Where the landlord has **let out more than one premises**
- Petition under **S. 10.1** shall be maintainable in respect of only **one rented premises**
- Such premises can **only** to be chosen by the landlord and petition under Sub-sec. (1) shall be maintainable only if the petitioner is not residing in his own premises in the same Municipal area.

10.3

Immediate Possession to Landlord – permanent disability

- Where a landlord has let out ground floor
- After letting out this **ground floor, landlord** has **incurred such permanent disability.**
- Because of the disability the landlord is **unable to use staircase.**
- Therefore, **landlord requires the ground floor premise** for personal residence.

- The landlord
  - File a petition to Rent Tribunal
  - Furnish a certificate **from duly constituted Medical Board** – Government Hospital **about such a permanent disability.**
  - **Satisfy the Rent Tribunal** that she has **no suitable residential premises** of her own on

ground floor in his possession in the same Municipal area.

- The **landlord shall be entitled to** recover immediatepossession of such ground floor premises

Proviso:

- If tenant is prepared to vacate ground floor premises **in exchange of premises in occupation of landlord** on the upper floor.
- Rent Tribunal **shall pass order of immediate possession in favour of landlord**
- **Condition:**
  - **Landlord shall make available proportionately equal portion** of the premises in his occupation on the upper floor to the tenant on such terms and conditions as may he fixed by the Rent Tribunal.

You give her the first floor to live on and you can shift to the ground floor!!

10.4

- Where the landlord **has recovered possession** of the premises under this section
- The **landlord is prohibited** from letting out the sane to any other person
- **Within** a period of **three years.**

You can't rent the floor now to someone else for 3 years!

- In case the premises are let out

- **Tenant** can **move an application** before the Rent Tribunal.
- **Rent Tribunal shall dispose** of such application Expeditiously.
- The **procedure** as laid down in **S. 16** shall mutatis mutandis apply.
- Tenant shall be **entitled for restoration of possession.**

Explanation:

- Landlord – shall mean the owner of the residential premises.

Reference: Rajasthan Rent Control Act, 2001 s 10

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GROUNDS FOR RECOVERY OF IMMEDIATE POSSESSION

(a) By **Landlord** -

- Member of **Armed Forces or Para-military Forces**
  - Petition to Rent Tribunal **within 1 Year**- Prior/after the date of Retirement
- Employee of **Central or State Govt**.-
  - Petition to Rent Tribunal **within 1 Year**- Prior/ after the date of Retirement
- **Senior Citizen**-
  - Petition to Rent Tribunal-After **expiry of 3 years** from date of Letting

(b) By **Dependent LR of Landlord**-

- Petition to rent tribunal- **within 1 year** after death of Landlord during employment as **member of armed forces or paramilitary forces**

(c) By **Widow of deceased Landlord**-

- Petition to rent tribunal **within 1 year**-from **date of death of her husband**.

(d) If **immediate possession of Ground Floor**-

- **Permanent Disability** - resulting inability to use the staircase
  - Subject to - **Certificate of Medical Board** of Govt. Hospital
  - Subject to - **No Ground Floor** Premise in **same Municipality**

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Haryana Judicial service (civil judge) Main Examination

Civil Law

Paper - 1

Q.1. (a) A agrees to sell and deliver to B 500 Kgs of sugar at the time rate of Rs.50 per Kg on date X. On the same day he agrees to sell and deliver to C a like quantity of sugar at the same rate on the same date. Can B and C join together as plaintiffs in one suit against A and if not, then why not?

(b) Under which other provisions of the code of civil procedure besides section 11, a second suit has been barred? Discuss briefly

EPIC Mains Test Series Question & Evaluation
SAMPLE

Q.2. (a) The rules in rejection of a plaint are based as much on substantive grounds as on procedural reasons. Elaborate.

(b) The plaintiff delivered one thousand bags of potatoes to the defendant, the cold storage proprietor on certain conditions for preservation. The defendant did not fulfil all those conditions and thereby committed breach of contract. The plaintiff filed a suit for damages. The defendant filed counter claim. Discuss the effect of the counter claim in the light of statutory provision and decided cases.

TOTAL MARKS :- 95 | 200

Haryana Judicial Service Exam
Civil Law-1
(Total Marks - 200)

Q1 (a) A agrees to sell and deliver to B 500 kgs of sugar at the time rate of Rs 50 per kg on date X. On the same day, he agrees to sell and deliver to C a like quantity of sugar at the same rate on same date. Can B and C join together as plaintiffs in one suit against A and if not, then why not?

(b) Under which other provisions of CPC besides section 11, a second suit has been barred? Discuss briefly (25 marks)

10/25

(a) Introduction – The term 'suit' has not been defined in Civil Procedure Code. It is a civil proceeding instituted by presentation of a plaint.

The essential of suit are –
i) Parties to suit
ii) Cause of Action
iii) Relief / Remedy

Parties to suit have been briefly described u/s Order 1 CPC. It is the first essential of suit. It contains addition, deletion, joinder, mis-joinder & non-joinder of parties.

Joinder of Parties → The joinder of parties may arise with regards to plaintiffs or defendants. The question of joinder of parties arises only when an act is done by 2 or more persons or it affect 2 or more persons

eg – If A cause damage to B & C or B & C cause damage to A, then question of joinder of plaintiffs or defendants arise.

Joinder of Plaintiff → Order 1 Rule 1 of Civil Procedure Code provides joinder of plaintiff. → State the provision.

Kishoappa Vs. Shivappa

Civil suits classified into 2 parts Body of the code & Rules

Means?

The presence of opposing parties is one of the essential requirement of any civil suit.

A
damage
B C
or
B & C
damage
A

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It states that person may be joined as plaintiff u/s following conditions

1) The right to relief exist in each plaintiff arises out of same act or transaction.

2) Any common question of law or fact arise if such person brought separate suits.

Both of the above conditions should be fulfilled for joinder of plaintiffs. The main purpose behind joinder of plaintiff is to avoid multiplicity of suits and to avoid unnecessary expenses & wastage of time.

Eg- A enters into agreement jointly with X and Y to 500 kg of salt. A refuses to deliver the goods. Here, both X and Y has a right to recover damages from A and said right arises out of same transaction. Also, common question of law & fact would arise. So, X and Y can file a suit jointly as plaintiff against A for damages.

In the given case where A agrees to sell and deliver to B, 500 kgs of sugar at same time, rate & date as to C, only common question of law & fact would arise. The right of B and C is not arising out of same transaction. Hence, B and C cannot jointly file a suit as plaintiff against A as both conditions of joining as plaintiff u/s Order 1 Rule 1 is not satisfied.

Conclusion → Joinder of cause of action is also given under Order 1 Rule 3 of Civil Procedure Code. Therefore, where there are 2 or more plaintiff & 2 or more cause of action, they can also be joined in 1 suit.

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(b) Introduction → The doctrine of Res-Judicata under Section 11 of Civil Procedure code lays down the following 3 principles upon which second suit is barred under CPC –

1) No man should be vexed twice for the same cause (Nemo Debet Bis Vexari Pro Una et Eadem Causa)

2) There should be an end to litigation (Interest Republicae ut sit finis litium)

3) Judicial decisions should be accepted as correct and final (Res Judicata Pro Veritate Occipitur)

Besides section 11 of Civil Procedure Code, there are various other provisions where second suit has been barred:

1) Section 12 of CPC – Bar to further suit: This section also discourages litigation and multiplicity of suit. The party under this section cannot file a second suit for the same cause of action.

2) Order 2 Rule 2 of CPC – Suit to include the whole claim: It states that if the party is instituting a suit then that suit should contain whole claim.

No second suit shall be allowed under this order if the party institute the second suit including other part of the claim which he did not instituted in former suit.

3) Order 9 Rule 9 of CPC – Decree against plaintiff bars fresh suit: It states that if the suit is dismissed under Order 9 Rule 8 where only defendant appears before the court on date of hearing, the plaintiff shall be barred from instituting a second subsequent suit.

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suit on same cause of action. The plaintiff can apply to set aside the dismissal order.
The court will set aside the dismissal order if there was a sufficient cause for non-appearance of plaintiff.

Shee Prasad Singh Vs. Ram nandan Prasad.

4) Order 11 Rule 21 ⇒ Non compliance with order for Discovery: If the plaintiff fail to comply with any order to answer interrogatories or for discovery/inspection of documents then his suit shall be dismissed for want of prosecution.

Daryao case

And if any suit is dismissed under Order 11 Rule 21, then plaintiff shall be precluded from instituting a second suit on same cause of action.

5) Order 22 Rule 9 → Effect of abatement or dismissal: If the suit is abated or dismissed under this order then plaintiff shall be precluded from instituting a second suit on same cause of action. The plaintiff or his legal representative/assignee/receiver can apply for an order to set aside the abatement or dismissal.

For cont of Abeyance

6) Order 23 Rule 1 → Withdrawal of suit or abandonment of part of claim: If the plaintiff withdraw or abandon any suit or part of claim without any defect or sufficient ground then he shall be precluded from instituting a second suit on same cause of action.

Constructive doctrine of Res-judicata doesn't apply.

Conclusion: Res Judicata is the main principle under Section 11 of Civil Procedure Code which directly bars the plaintiff from instituting a second suit but there are also many other provisions which is further based on this principle.

Sec 11 of CPC applies to cont proceeding

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Q2 (a) The rules in rejection of a plaint are based as much on substantive grounds as on procedural reasons. Elaborate.

(b) The plaintiff delivered 1000 bags of potatoes to the defendant, the cold storage proprietor on certain conditions for preservation. The defendant did not fulfil all those conditions and thereby committed breach of contract. The plaintiff filed a suit for damages. The defendant filed counter claim. Discuss the effect of counter claim in the light of statutory provision and decided cases. (25 marks)

10/25

(a) Introduction: The rules regarding rejection of plaint has been provided under Order 7 Rule 11 of Civil Procedure Code.

↳ State the provision.

The plaint shall be rejected for following reasons –

1) Where it does not disclose a cause of action → O.VII R.11(a)

Need to prove certain elements

Cause of action is the main reason for instituting a suit. So, if any plaint does not disclose a cause of action then it shall be rejected.

2) Where the relief claimed is undervalued →

If the plaintiff has claimed a relief which is undervalued and valuation is not corrected within the prescribed time then plaint shall be rejected by court.

The defendant cannot be asked to file written statement without deciding on such application.

3) Where plaint is insufficiently stamped →

If the plaint is insufficiently stamped and the plaintiff fails to stamp within prescribed time then the plaint shall be rejected.

Selina Sheelar case → Plaint was rejected even after numbered & instituted as a suit.

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Illustration?? Same single case.

4) Where the suit appears from the statement in the plaint to be barred by any law → O.7 R.11(d)

In such case, plaint is rejected if suit is barred by law. For eg → If the suit is against government and notice required by section 80 of Civil Procedure Code has not been given by the plaintiff then plaint shall be rejected.

Roghwendra Singh case

O.6 R.16 Partial Striking out of pleading but not partial rejection of plaint

5) Where it is not filed in duplicate: According to section 26 and Order 4 of Civil Procedure Code, the plaint has to be filed in duplicate. If it is not filed in duplicate then it is rejected

6) Where the plaintiff fails to comply Rule 9:

Plaint is also rejected when court has ordered plaintiff to present as many copies of plaint to defendant within 7 days of such order and plaintiff fails to comply with this order under Order 7 Rule 9.

Substantive Law refers to the right and liabilities of the parties whereas Procedural Law refers to the procedure for enforcement of those rights and liabilities.

The rules given under rejection of plaint are based on combination of both substantive as well as procedural grounds.

Eg — The rule where the plaint is rejected where it does not disclose cause of action is based on substantive ground whereas the rule where plaint is rejected because it is not filed in duplicate is based on procedural ground.

Illustration

Conclusion: Civil Procedural Code is a procedural law but the rules contained in rejection of plaint under CPC consists of substantive grounds as well.

not proper

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Rules 6B to 6G
27th Law Commission report
Amendment Act 1976

(b) Introduction : Counterclaim is a claim made by the defendant in a suit against the plaintiff.
It has been given under Order 8 Rules 6A to 6G of Civil Procedure Code.

It is a claim independant of the plaintiff's claim which can be enforced by a cross-action.
Counter-claim is to be treated as a plaint and the plaintiff can file written statement to answer it.

According to Order 8 Rule 6A of Civil Procedure Code, the right of counter-claim accrue either before or after filing of suit but before the defendant has delivered its defence.
Also, the counter-claim should not exceed the pecuniary limits of the jurisdiction of the court.

when to file counter claim

Case law : Rohit Singh v/s State of Bihar ⇒

Under this case, features of counter claim was given which are as follows –

1) Counter-claim should be directed against the plaintiff.
2) It can be filed even after written statement is filed.
3) It cannot be filed after framing of issues and closure of evidence.
4) It is not maintainable if solely against the co-defendants.

Rule 6A

The period of limitation for counter-claim is provided under Section 3(2)(b)(ii) of Limitation Act.

Case law : Ashok Kalra v/s Surendra Agnihotri ⇒

Under this case, it was held that Limitation Act treats counter-claim as plaint because like a plaint, the limitation of counter-claim is also given.

Mohi Kahan Vs Lakhand case → O.8-R.6A → Not only limited to money suit.

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The defendant can set up a counter-claim in addition to his claim to set-off.

Difference between Set off & Counter-Claim ⇒

Set-off	Counter-Claim
1) It has been given under Order 8 Rule 6.	1) It has been provided under Order 8 Rule 6A to 6G.
2) It is a defence against plaintiff's action.	2) It is a cross-action against plaintiff.
3) It should arise out of same transaction	3) It need not arise out of same transaction.

Counter-claim was added by Ammendment Act of 1976 on recommendation of Law Commission.

Reasons for adding Counter-Claim

- Save Time
- Avoid Multiplicity of Suits
- Avoid Inconvenience & Decide all Disputes

Answer could have been better.

Effect of Counter-claim → According to Order 8 Rule 6D, even if the suit of plaintiff is dismissed or withdrawn, the counter-claim will be decided on merits and defendant will have a right to get decree for counter-claim under Order 8 Rule 6F.

Conclusion – counter-claim is an effective defence to defeat the relief sought by the plaintiff.

↳ explain how it can act as a tool for unnecessary delay in disposing of suit

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Evaluation Remarks

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Remarks :-

① Include Imp & Landmark Case Laws which makes answer authentic

② Illustration would make it more presentable with an Arrow diagram.

③ Answer Format Introduction, Main body in diff. parts, Case laws, Correlation, Correct Affairs, Conclusion.

④ Conclusion part Needs to be Cumulative of the whole Topic.

⑤ Imp points to be stated in Bullet points. and not to be missed out from Answer.

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CHAPTER - IV

Restoration of Possession of Illegally Evicted Tenant and Procedure thereof

Section 11

Restoration of possession of illegally dispossessed tenant:

- If any **tenant is dispossessed** by landlord
- From the rented premises
- **Without tenant's consent** otherwise than by due process of law

- **The tenant** he **may file a petition** before the Rent Tribunal for restoration of possession thereof.
- **Limitation Period:** Within **thirty days from the date of knowledge** of such dis possession.

Hurry Up!! You just have **30 days.**

Section 12

Procedure for recovery of possession:

12.1

- The tenant or an **person claiming recovery** of possession under **Section 11** of this Act
- **Shall file a petition before the Rent Tribunal**
- Such petition shall be **accompanied by**
    - **Affidavits**
    - Documents if any,
    - Upon which, tenant or person entitled to recover possession **wants to rely.**

12.2

Notice to landlord – 21 days

- After petition is filed
- The Rent Tribunal shall **issue notice** accompanied by
  - Copies of petition
  - Affidavits
  - Documents
- **Time period** for the **landlord to submit reply**: **Maximum 21 days from** the date of service of **notice**
- Landlord to **submit reply** accompanied by
  - Affidavits
  - Documents, if any
  - On which the **landlord relies**.

- The service of notice **shall be effected through**
  - Process server of the Tribunal or the Civil Court
  - As well as by registered post, acknowledgment due.
- Notice duly served by any of these modes shall he treated as **sufficient service.**

12.3

REPLY – Landlord – 10 days

- The landlord shall serve copies of reply, affidavits and documents on the petitioner.
- **Time limit:** Within period **not exceeding ten days** from the date of service of notice.
- Landlord may **submit his reply,** affidavits and documents.

Hmm… let me tell them my side of story

REJOINDER – Petitioner (Tenant) – 7 days

- The petitioner may **file rejoinder**
  - Petitioner will first serve copy of the same on the landlord
  - **Time limit:** Within a period of **seven days** from the date of service of reply.

Ugh!! What a liar my landlord. I will make sure court gets the right story!

DATE OF HEARING – 15 days

- The **Rent Tribunal** shall thereafter **fix a date of hearing**
- **Time Limit:** Not be later than **15 days** from the date fixed for filing of rejoinder.

- The petition shall be **disposed of within a period of ninety days from the date of service of notice on the landlord.**

Disposal – 90 days

12.4

- The Rent Tribunal will hold a **summary enquiry.**

Issue: Whether petitioner has been illegally dispossessed from the rented premises without his consent otherwise than by due process of law?

- The Rent tribunal shall dispose of the petition:
  - **Order immediate restoration of possession** of such premises to the tenant.
  - **May** award **adequate compensation (payable by landlord)** to the tenant after considering:
    - Hardship and inconvenience caused
    - Facts and circumstances of the case
  - **Shall issue a certificate** for recovery of immediate possession.

Reference: Rajasthan Rent Control Act, 2001 s 12

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CHAPTER - V

Constitution of Tribunals, Procedure for Revision of Rent and Eviction, Appeal and Execution

Section 13

Constitution of Rent Tribunal:

13. 1

- The **State Government** shall constitute
  - Such number of **Rent Tribunals**
  - At such places
- As may be **deemed necessary** by State Government
- By notification in the Official Gazette.

13.2

- Where **two or more Rent Tribunals** are constituted for any area
- The **State Government** may, by general or special order, **regulate the distribution of business** among them.

13.3

- A Rent Tribunal shall consist of
  - **One person only**
  - The Presiding Officer
- **Appointed by the High Court**.

13.4

- Presiding Officer of the Rent Tribunal – **Eligibility**
  - Member of **Rajasthan Judicial Service**
  - Not below the rank of **Civil Judge (Senior Division)**.

13.5

- High Court may authorise the Presiding Officer of one Rent Tribunal to discharge the functions of the Presiding Officer of another Rent Tribunal also.

Reference: Rajasthan Rent Control Act, S.13

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Section 14:

Landlord seeking revision of rent u/S.6 or 7

- Through **process server** of the Tribunal or Civil Court as well as

- By **registered post, acknowledgment due.**

- Notice duly served by any of these methods shall be treated as ***sufficient service***.

Did you Know?

The petition shall be disposed of within a period of **150 days** from the date of service of notice on the tenant.

Reference: Rajasthan Rent Control Act, S.14

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Section 15

The landlord or any person **claiming possession of property:**

- Through **process server** of the Tribunal or Civil Court as well as

- By registered post, acknowledgment due.

- Notice duly served by any of these methods shall betreated as ***sufficient service***.

Execution of certificate issued:

In case of premises let out for commercial use	• Not before **expiration of 6 months** from the date of decision
In other cases,	• Not before **expiration of 3 months** from the date of decision

Did you Know?

Reply: The tenant may also serve reply **within 45 days from date of notice** after submitting the copy to the petitioner.

Dispose of: The petition shall be disposed of **within 240 days** from the date of service of notice on the tenant.

Reference: Rajasthan Rent Control Act, S.15

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(1) Petition filed by Landlord

Attach **affidavit** & **Documents related to claim** with petition

(2) Service of Notice

- Tribunal issues a notice to tenant to submit reply within **30 days**
- With **affidavit**, petition & copy of document

(3) Reply by Tenant

- Reply within **45 days** of notice
- **Copy** of reply to be given to tenant before submitting to Tribunal

(4) Rejoinder by Landlord

Landlord can submit rejoinder within **30 days** from receiving the reply

(5-8) Hearing & Disposal

- After service of notice, **within 180 days** date of hearing will be fixed
- Petition shall be disposed of within **240 days**

During hearing there will be:

- Summary Inquiry
- Efforts for ADR
- Final decision

If decision in **favour of Landlord**:

- **Certificate Of Recovery of Possession** to be executed **effective from date of decision**

3 Months

Other Tenancy

6 Months

Commercial Tenancy

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Section 16

Landlord claiming **immediate recovery of possession**

- Through **process server** of the Tribunal or Civil Court as well as

- By registered post, acknowledgment due.

- Notice duly served by any of these methods shall be treated as ***sufficient service***.

Summary inquiry:

- To determine whether the petitioner is landlord as characterised u/**s.10(1) or 10(3)** and
- On being satisfied that petitioner belongs to such category shall dispose of the petition **within 120 days from date of service of notice on tenant**.

Did you Know?

The petition shall be disposed of **within a period of 150 days** from the date of service of notice on the Tenant

Reference: Rajasthan Rent Control Act, S.16

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PROCEDURE

PROCEDURE	S. 14	S.15	S. 16	S. 12
Fix date - after service of Notice	30 Days	30 Days	30 Days	21 Days
Reply by Defendant	30 Days	45 Days	30 Days	10 Days
Rejoinder by petitioner (From Service of Reply)	15 Days	30 Days	15 Days	7 Days
Fix Date of Hearing from the date of service of Notice	90 Days	180 Days	90 Days	15 Days(from date of Rejoinder)
Final Disposal	150	240 Days		90 Days

(From Service of Notice)	Days		**150** Days →	If **S. 10(1)**
			Or **120** Days →	If **S.10(3)**

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Section 17:

Final order of court:

- **Court while deciding petition shall fix date for appearance before Appellate** Tribunal in case appeal lies.

Date: Beyond **2 months but not beyond 6 months** of its decision. (If not proceeding ex-parte)

- It shall contain the date so fixed.

Copy of order:

- **To be served:**
  - On Party **against whom order is mad**e.
    - In case order made partly against one and partly against another: **Both the parties**
  - Immediately after the pronouncement of the order

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Bear:		Appeal:
Endorsement under the seal ofthe PO(presiding officer) that the same is being Supplied		Party preferring an appeal may file such a copy along with his appeal.

Appearance before Appellate tribunal:

Parties must appear on date fixed to receive notices of appeal, if any, filed.

Reference: Rajasthan Rent Control Act, S.17

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Section 18:

(1) Barring of jurisdiction of civil court:

- In the areas to which this Act extends, **only the Rent Tribunal and no Civil Court**
- Shall have jurisdiction to hear and decide the petitions, relating to disputes and matters connected therewith and ancillary thereto, filed under the provisions of this Act

Provided that:

RT shall, in deciding such petitions to which provisions contained in Ch. II and III of this Act **do not apply have due regard to the provisions of:**

- **Applicable** to such matter in the same manner in which such law would have been applied had the dispute been brought before a Civil Court by way of suit.

Exception:

No power of RT to entertain the petition involving dispute between landlord and tenant to which following applies:

Time schedule and procedure:

Petition for **recovery of unpaid rent** or arrears of rent	• **Section 14** shall mutatis mutandis apply.
Petition for **recovery of possession (Ch. II/III do not apply)**	• **Section 15** shall mutatis mutandis apply.

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(4) A petition **shall be instituted before the Rent Tribunal**, Within the local limits of whose jurisdiction the premises issituated.

Reference: Rajasthan Rent Control Act, S.18

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Section 19: Appellate Rent Tribunal (ART), Appeals and limitation thereof:

ART:

- **Constituted by:** State Govt. by notification in official Gazette.
- **Place:** Decided by State Govt. by notification
- **Consist of:** One person (PO)

- **Two or more ART in same area:** State Govt. may regulate business distribution among them.

Presiding Officer:

Appointed by High Court

Eligibility

Member of DJ Cadre Service having min. experience of 3 yrs.

Appellate Rent Tribunal

1. Date to be **fixed** for **Appearance** of **Party** u/s 17 (i.e. **2 months**)

2. **Service of Notice** of Appeal to Resp. within **30 days** (If he **failed to appear** u/s 17)

3. **Date of Hearing** to be fixed within **45 Days** from **Date of Service**

Appeal to be disposed of within **180 Days** from **Service of Notice**

Rent Authority Order

Rent Tribunal

- Constituted by SG **u/s 19**
- Presided by **1 person** only

Appeal against Tribunal's order within **60 days**

→ RHJS (**> 3 yrs.** experience)

Functions under **administration & Disciplinary Control** of the **High Court**

- Constituted by SG u/s 13
- Presided **by 1 person** only

RJS (not below rank **of CJ Senior Judge**)

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(5) Notwithstanding anything contained in **Sub-section (3)**, the High Court may authorise the **PO of one ART to discharge the functions of the PO of another ART**.

(6) Appeal filed against decision of RT:

Appeal to: ART

Time period: Within 60 days from date of final order

Other Requirement: Copy of order to be attached.

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Explanation:

Final order → Order by which any proceeding pending before the Rent Tribunal is finally disposed of

(7) Service of notice on respondent to appear before ART:

- Notice served with copy of appeal.
- If the respondent fails to appear: He may be proceeded against ex parte.

Date to appear:

Date of hearing as fixed by Rent Tribunal	Where final order u/s 17 was passed ex-parte
As mentioned in order u/S.17.	**Not later than 30 days** from the issuance of notice

Service of notice:

- Through **process server** of the Tribunal or Civil Court as well as

- By **registered post, acknowledgment due**.
- Notice duly served by any of these methods shall be treated as ***sufficient service***.

Notice of appeal:

- Where, however, the ART otherwise considers it necessary so to do in the interest of justice in the facts of the case,
- it may issue notice of appeal to the respondent in the manner indicated above.

(8) Time Limitation:

Date of hearing to be fixed	Appeal to be disposed of
Not be later than 45 days from the date of service of notice of appeal on the respondent	**Within 180 days** from the date of service of notice of appeal on the respondent.

(9) Additional Affidavit or document:

- Only if ART considers it necessary in the **interest of arriving at a just and proper** decision,

Stage of proceedings: ART may allow at any stage filing of additional affidavits and documents.

And you can it keep to yourself.

(10) ART may in its discretion **pass such interlocutory order**, during the pendency of the appeal.

(11) (a) While deciding the appeal, the ART may **after recording reasons therefore:**

(b) Recovery certificate: ART shall issue appropriate recovery certificate **according to the decision made.**

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(c) Finality of order: No further appeal or revision shall lie against ART order.

My decision is final mannn.

(12) Transfer of case from one RT to another RT:

ART may at any stage transfer any case from **one RT to another RT** for disposal on:

Application of any party & sending notice to another & hearing them

Its own motion without such notice/suo moto

(13) Where any case has been transferred u/**ss. (12),** the RT which has thereafter to try or dispose of such case may, subject to any **special direction in the order of transfer, proceed from the stage at which it was transferred**.

Reference: Rajasthan Rent Control Act, S.19

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Section 19A:
(added in 2017)

On application of the landlord,

- After **hearing the parties** to the petition or appeal
- The Tribunal shall order that the tenant shall:
  - Pay to landlord all dues on **account of rent** forthwith and
  - **Continue to pay the rent** during the pendency of the petition or appeal as and when it becomes due.

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Section 20: Execution of the orders:

(1) Mode of execution of order of RT:

Attachment and sale of the movable or immovable property

Arrest and detention

Attachment of any **bank accounts** and satisfaction of the amount of order from such account

Attachment of salary and allowance of:

- Govt. servant or employee of nationalised bank, local authority, corp., Govt. Co.

Appointing any advocate as Commissioner or Deputing officer of Tribunal/ local administration or local body for execution of order

Delivery of possession of the premises to the applicant

(2) The Tribunal may, **in order to execute order**, require the help from:

Local Administration

Local body or the Police

(3) Time to vacate premises by tenant: **3 months** from date of issue of certificate for recovery of the possession

If tenant does not vacate: Liable to pay **mesne profits** from date of issue of certificate which is as follows:

Premises used for residential purpose	Premises used for commercial purpose	Immediate recovery order passed u/S.16
@ 2 times the rent	@ 3 times the rent	@ 3 times the rent

Explanation:

- The tenant is **liable to pay mesne profit** even after filing of an appeal or other proceeding against the order of issue of certificate for recovery of possession.

- **Exception:** Specifically ordered by ART or Court which passed the order.

- But, if the **order is finally maintained**, the tenant shall be liable to pay mesne profits at specified rates from the date on which the certificate was initially issued.

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(4) **Execution proceedings:**

Reference: Rajasthan Rent Control Act, S.20

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Section 21: Procedure and powers of the Rent Tribunal and the Appellate Rent Tribunal:

(1) Evidence of Witnesses:

- It shall be given **by affidavit**.

- **Calling of witness:**
  - If RT or ART thinks it is **necessary in the interest** of justice
  - It may order attendance of witness for **examination or cross-examination** in case such witness can be produced.

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(2) Document filed before RT to be exhibited:

Petitioner

Respondent

- **Filed by petitioner:** Exh1, Exh2 or so on in red ink
- **Filed by respondent:** Exh-A1, Exh-A2 and so on in red ink

In the **affidavits,**

- The documents shall be **referred by these exhibit marks** and signatures or
- Other parts of the documents referred to in the affidavits shall be distinctly marked by the party filing the document **as A to B or C to D** and so on in red ink.

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(3) Procedure to be followed by RT and ART:

- Not bound by **CPC**
- Subject to be **guided by Principle of natural justice**
- Have power to **regulate their own procedure**
- For purpose of discharging their function, shall have same power as **vested in civil court under CPC** in following matters:

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(4) RT shall not grant any adjournment without:

- Written application and
- recording the reasons therefor in writing.

(5) Proceeding:

Proceeding before RT/ART	• Deemed to be Judicial proceeding within **S.193, 228** and **196** of IPC
RT/ART	• Deemed to be Civil Court for purpose of **S.195** & **Ch.26** if CrPC.

Reference: Rajasthan Rent Control Act, S.21

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Section 21A. Procedure and power of the Rent Authority (RA):

- The Provisions contained in **S.21** with regard to **RT shall mutatis mutandis be applicable to RA** while entertaining, hearing and deciding the petitions or applications presented, or with respect to the information furnished.
- As if the word "***Rent Authority***" was substituted for the words "***Rent Tribunal***" wherever occurring therein.

This provision added by by **Rent Control Amendment Act, 2017**

Reference: Rajasthan Rent Control Act, S.21A

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Mutatis Mutandis

WITH NECESSARY CHANGES

S. 62 of Indian Contract Act

Balaka Singh v. State of Punjab
A.I.R. 1975 S. C. 1962

Section 22. Model Forms:

- Every petition or appeal so far as possible shall be in the Model form specified in **Schedule A and Schedule B**, and

- Every recovery certificate shall be in the model form specified in **Schedule C**, of this Act.

Reference: Rajasthan Rent Control Act, S.22

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Haryana Judicial service (civil judge) Main Examination

Civil Law

Paper - 1

Q.1. (a) A agrees to sell and deliver to B 500 Kgs of sugar at the time rate of Rs.50 per Kg on date X. On the same day he agrees to sell and deliver to C a like quantity of sugar at the same rate on the same date. Can B and C join together as plaintiffs in one suit against A and if not, then why not?

(b) Under which other provisions of the code of civil procedure besides section 11, a second suit has been barred? Discuss briefly

EPIC Mains Test Series Question & Evaluation
SAMPLE

Q.2. (a) The rules in rejection of a plaint are based as much on substantive grounds as on procedural reasons. Elaborate.

(b) The plaintiff delivered one thousand bags of potatoes to the defendant, the cold storage proprietor on certain conditions for preservation. The defendant did not fulfil all those conditions and thereby committed breach of contract. The plaintiff filed a suit for damages. The defendant filed counter claim. Discuss the effect of the counter claim in the light of statutory provision and decided cases.

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Evaluation Sample

Free

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TOTAL MARKS :- 95 | 200

Haryana Judicial Service Exam
Civil Law-1
(Total Marks - 200)

Q1 (a) A agrees to sell and deliver to B 500 kgs of sugar at the time rate of Rs 50 per kg on date X. On the same day, he agrees to sell and deliver to C a like quantity of sugar at the same rate on same date. Can B and C join together as plaintiffs in one suit against A and if not, then why not?

(b) Under which other provisions of CPC besides section 11, a second suit has been barred? Discuss briefly (25 marks)

10/25

(a) Introduction – The term 'suit' has not been defined in Civil Procedure Code. It is a civil proceeding instituted by presentation of a plaint.

The essential of suit are –
i) Parties to suit
ii) Cause of Action
iii) Relief / Remedy

Parties to suit have been briefly described u/s Order 1 CPC. It is the first essential of suit. It contains addition, deletion, joinder, mis-joinder & non-joinder of parties.

Joinder of Parties → The joinder of parties may arise with regards to plaintiffs or defendants. The question of joinder of parties arises only when an act is done by 2 or more persons or it affect 2 or more persons

eg – If A cause damage to B & C or B & C cause damage to A, then question of joinder of plaintiffs or defendants arise.

Joinder of Plaintiff → Order 1 Rule 1 of Civil Procedure Code provides joinder of plaintiff. → State the provision.

Kishoappa Vs. Shivappa

Civil suits classified into 2 parts Body of the code & Rules

Means?

The presence of opposing parties is one of the essential requirement of any civil suit.

A
damage
B C
or
B & C
damage
A

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It states that person may be joined as plaintiff u/s following conditions

1) The right to relief exist in each plaintiff arises out of same act or transaction.

2) Any common question of law or fact arise if such person brought separate suits.

Both of the above conditions should be fulfilled for joinder of plaintiffs. The main purpose behind joinder of plaintiff is to avoid multiplicity of suits and to avoid unnecessary expenses & wastage of time.

Eg- A enters into agreement jointly with X and Y to 500 kg of salt. A refuses to deliver the goods. Here, both X and Y has a right to recover damages from A and said right arises out of same transaction. Also, common question of law & fact would arise. So, X and Y can file a suit jointly as plaintiff against A for damages.

In the given case where A agrees to sell and deliver to B, 500 kgs of sugar at same time, rate & date as to C, only common question of law & fact would arise. The right of B and C is not arising out of same transaction. Hence, B and C cannot jointly file a suit as plaintiff against A as both conditions of joining as plaintiff u/s Order 1 Rule 1 is not satisfied.

Conclusion → Joinder of cause of action is also given under Order 1 Rule 3 of Civil Procedure Code. Therefore, where there are 2 or more plaintiff & 2 or more cause of action, they can also be joined in 1 suit.

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(b) Introduction → The doctrine of Res-Judicata under Section 11 of Civil Procedure code lays down the following 3 principles upon which second suit is barred under CPC –

1) No man should be vexed twice for the same cause (Nemo Debet Bis Vexari Pro Una et Eadem Causa)

2) There should be an end to litigation (Interest Republicae ut sit finis litium)

3) Judicial decisions should be accepted as correct and final (Res Judicata Pro Veritate Occipitur)

Besides section 11 of Civil Procedure Code, there are various other provisions where second suit has been barred:

1) Section 12 of CPC – Bar to further suit: This section also discourages litigation and multiplicity of suit. The party under this section cannot file a second suit for the same cause of action.

2) Order 2 Rule 2 of CPC – Suit to include the whole claim: It states that if the party is instituting a suit then that suit should contain whole claim.

No second suit shall be allowed under this order if the party institute the second suit including other part of the claim which he did not instituted in former suit.

3) Order 9 Rule 9 of CPC – Decree against plaintiff bars fresh suit: It states that if the suit is dismissed under Order 9 Rule 8 where only defendant appears before the court on date of hearing, the plaintiff shall be barred from instituting a second subsequent suit.

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suit on same cause of action. The plaintiff can apply to set aside the dismissal order.
The court will set aside the dismissal order if there was a sufficient cause for non-appearance of plaintiff.

Shee Prasad Singh Vs. Ram nandan Prasad.

4) Order 11 Rule 21 ⇒ Non compliance with order for Discovery: If the plaintiff fail to comply with any order to answer interrogatories or for discovery/inspection of documents then his suit shall be dismissed for want of prosecution.

Daryao case

And if any suit is dismissed under Order 11 Rule 21, then plaintiff shall be precluded from instituting a second suit on same cause of action.

5) Order 22 Rule 9 → Effect of abatement or dismissal: If the suit is abated or dismissed under this order then plaintiff shall be precluded from instituting a second suit on same cause of action. The plaintiff or his legal representative/assignee/receiver can apply for an order to set aside the abatement or dismissal.

For cont of Abeyance

6) Order 23 Rule 1 → Withdrawal of suit or abandonment of part of claim: If the plaintiff withdraw or abandon any suit or part of claim without any defect or sufficient ground then he shall be precluded from instituting a second suit on same cause of action.

Constructive doctrine of Res-judicata doesn't apply.

Conclusion: Res Judicata is the main principle under Section 11 of Civil Procedure Code which directly bars the plaintiff from instituting a second suit but there are also many other provisions which is further based on this principle.

Sec 11 of CPC applies to cont proceeding

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Q2 (a) The rules in rejection of a plaint are based as much on substantive grounds as on procedural reasons. Elaborate.

(b) The plaintiff delivered 1000 bags of potatoes to the defendant, the cold storage proprietor on certain conditions for preservation. The defendant did not fulfil all those conditions and thereby committed breach of contract. The plaintiff filed a suit for damages. The defendant filed counter claim. Discuss the effect of counter claim in the light of statutory provision and decided cases. (25 marks)

10/25

(a) Introduction: The rules regarding rejection of plaint has been provided under Order 7 Rule 11 of Civil Procedure Code.

↳ State the provision.

The plaint shall be rejected for following reasons –

1) Where it does not disclose a cause of action → O.VII R.11(a)

Need to prove certain elements

Cause of action is the main reason for instituting a suit. So, if any plaint does not disclose a cause of action then it shall be rejected.

2) Where the relief claimed is undervalued →

If the plaintiff has claimed a relief which is undervalued and valuation is not corrected within the prescribed time then plaint shall be rejected by court.

The defendant cannot be asked to file written statement without deciding on such application.

3) Where plaint is insufficiently stamped →

If the plaint is insufficiently stamped and the plaintiff fails to stamp within prescribed time then the plaint shall be rejected.

Selina Sheelar case → Plaint was rejected even after numbered & instituted as a suit.

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Illustration?? Same single case.

4) Where the suit appears from the statement in the plaint to be barred by any law → O.7 R.11(d)

In such case, plaint is rejected if suit is barred by law. For eg → If the suit is against government and notice required by section 80 of Civil Procedure Code has not been given by the plaintiff then plaint shall be rejected.

Roghwendra Singh case

O.6 R.16 Partial Striking out of pleading but not partial rejection of plaint

5) Where it is not filed in duplicate: According to section 26 and Order 4 of Civil Procedure Code, the plaint has to be filed in duplicate. If it is not filed in duplicate then it is rejected

6) Where the plaintiff fails to comply Rule 9:

Plaint is also rejected when court has ordered plaintiff to present as many copies of plaint to defendant within 7 days of such order and plaintiff fails to comply with this order under Order 7 Rule 9.

Substantive Law refers to the right and liabilities of the parties whereas Procedural Law refers to the procedure for enforcement of those rights and liabilities.

The rules given under rejection of plaint are based on combination of both substantive as well as procedural grounds.

Eg — The rule where the plaint is rejected where it does not disclose cause of action is based on substantive ground whereas the rule where plaint is rejected because it is not filed in duplicate is based on procedural ground.

Illustration

Conclusion: Civil Procedural Code is a procedural law but the rules contained in rejection of plaint under CPC consists of substantive grounds as well.

not proper

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Rules 6B to 6G
27th Law Commission report
Amendment Act 1976

(b) Introduction : Counterclaim is a claim made by the defendant in a suit against the plaintiff.
It has been given under Order 8 Rules 6A to 6G of Civil Procedure Code.

It is a claim independant of the plaintiff's claim which can be enforced by a cross-action.
Counter-claim is to be treated as a plaint and the plaintiff can file written statement to answer it.

According to Order 8 Rule 6A of Civil Procedure Code, the right of counter-claim accrue either before or after filing of suit but before the defendant has delivered its defence.
Also, the counter-claim should not exceed the pecuniary limits of the jurisdiction of the court.

when to file counter claim

Case law : Rohit Singh v/s State of Bihar ⇒

Under this case, features of counter claim was given which are as follows –

1) Counter-claim should be directed against the plaintiff.
2) It can be filed even after written statement is filed.
3) It cannot be filed after framing of issues and closure of evidence.
4) It is not maintainable if solely against the co-defendants.

Rule 6A

The period of limitation for counter-claim is provided under Section 3(2)(b)(ii) of Limitation Act.

Case law : Ashok Kalra v/s Surendra Agnihotri ⇒

Under this case, it was held that Limitation Act treats counter-claim as plaint because like a plaint, the limitation of counter-claim is also given.

Mohi Kahan Vs Lakhand case → O.8-R.6A → Not only limited to money suit.

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The defendant can set up a counter-claim in addition to his claim to set-off.

Difference between Set off & Counter-Claim ⇒

Set-off	Counter-Claim
1) It has been given under Order 8 Rule 6.	1) It has been provided under Order 8 Rule 6A to 6G.
2) It is a defence against plaintiff's action.	2) It is a cross-action against plaintiff.
3) It should arise out of same transaction	3) It need not arise out of same transaction.

Counter-claim was added by Ammendment Act of 1976 on recommendation of Law Commission.

Reasons for adding Counter-Claim

- Save Time
- Avoid Multiplicity of Suits
- Avoid Inconvenience & Decide all Disputes

Answer could have been better.

Effect of Counter-claim → According to Order 8 Rule 6D, even if the suit of plaintiff is dismissed or withdrawn, the counter-claim will be decided on merits and defendant will have a right to get decree for counter-claim under Order 8 Rule 6F.

Conclusion – counter-claim is an effective defence to defeat the relief sought by the plaintiff.

↳ explain how it can act as a tool for unnecessary delay in disposing of suit

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Evaluation Remarks

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Remarks :-

① Include Imp & Landmark Case Laws which makes answer authentic

② Illustration would make it more presentable with an Arrow diagram.

③ Answer Format Introduction, Main body in diff. parts, Case laws, Correlation, Correct Affairs, Conclusion.

④ Conclusion part Needs to be Cumulative of the whole Topic.

⑤ Imp points to be stated in Bullet points. and not to be missed out from Answer.

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PRIME MINISTER

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President
Nominal Executive Authority
(de jure executive)
Head of the State

Parliamentary system

PM
Real Executive Authority
(de facto executive)
Head of the Govt.

APPOINTMENT OF PRIME MINISTER

Article 75
PM shall be appointed by the **President**

Conventions (Parliamentary system of govt.)

- ✔ Leader of Majority party
- ✖ If no party has Majority → **Personal Discretion**
- ✔ Largest party or coalition → usually

Vote of Confidence (within a month)

Constitution does not contain any specific procedure

1984 — **Indira Gandhi** (Assassinated in 1984)
President (Zail Singh) — Appointed → Rajiv Gandhi (PM) (ignoring caretaker PM)
Later on, Congress elected him as leader

Death - Incumbent PM — Ruling party elects a new leader → **President** (has no choice) → appoint him as PM

1980 — **Delhi HC** — **President** — First appoint PM → **Prove majority** (within a reasonable period)

1997 — **Supreme Court**
Person (Not a member of Parliament) — can be appointed as PM → 6 Months
Member of either House of Parliament (otherwise, he ceases to be PM) — should become — Within 6 months

Constitutionally, PM may be a member of any of the two Houses of parliament.

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HIGH COURT

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HISTORY

Article 214-231

1862	1866	>1950	1956 7th CAA	Present
High court • Bombay • Madras • Culcutta	Allahabad	HC of Province HC for State	Establish HC 2 or more States Or 2 or more States + UT	24 HC 3common HC Delhi (UT)- own HC

ORGANISATION

Strength Decided by President

Appointment	Eligibility	Oath	Tenure	Salaries	Transfer
President • CJ • Other Judges • Common HC Judges	Citizen Held Judicial office Or HC Advocate	Governor Or Nominated by	62 age	Determined by President	By President

Removal	Acting CJ	Additional Judges	Acting Judge	Retired Judges
President Misbehaviour Recomended by Parliament (Special Majority)	Appointed by President CJ —Absent Unable to perform duty	Appointed by President More work 2 years term	Appointed by President Judge Absent Unable to perform duty	Appointed by CJ of HC (Temporary)

JURISDICTION & POWERS

- ✓ Highest court of appeal (In state)
- ✓ Protector of FR
- ✓ Interpret Constitution

Original	Writ
Hear disputes (1st instance)	Under Article 226
Appellate	**Supervisory**
Appeal against judgements	Superintendence
Control	**Judicial review**
Subordinate courts	Article 226

Original jurisdiction

Matters	Enforcement	Cases
• Company laws • Marriage • Court contempt • Divorce Election disputes Revenue matters	Fundamental Rights	Transfered from Subordinate courts

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>250 cm

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✗ No winter rainfall

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Canopy formation

Very tall trees

Very dense forest

No shedding of leaves

- Hardwood
- Mahagony
- Ebony
- Rosewood
- Rubber
- Cinchona

ECONOMIC ACTIVITIES

- Hunting, gathering
- Shifting cultivation
- Rubber, Coffee, Tea
- Sugarcane, Oil palm

Semang (Malaysia)

Kubus (Sumatra)

Dayaks (Borneo)

Pygmies (Congo)

Amazon Indians
(South America)

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PRE + MAINS INTEGRATED APPROACH

Sample

Q. "Equal Pay for Equal Work" is not expressly a constitutional right, it has been read into the Constitution through the interpretation of which other articles?

A. Article 14, 15

B. Article 39, 14, 15, 16

C. Article 21

D. None of the Above

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(B)

Equal Pay for Equal Work:

- The **directive principle of State Policy** under **Article 39**.
- It is the concept of labour rights that individuals in the same workplace be given equal pay.
- Equal pay relates to the full range of payments and benefits, including basic pay, non-salary payments, bonuses and allowances.

History of Equal Pay for Equal Work

As wage-labour became increasingly formalized during the Industrial Revolution, the principle of equal pay for equal work arose at the same part of first-wave feminism, with early efforts for equal pay being associated with ***nineteenth-century*** Trade Union activism in industrialized countries.

Principle of Equal Pay for Equal Work – Binding as precedent

State of Punjab Vs Jagjit Singh

(2017) 1 SCC 148

- **Decision of Lower court:** Temporary employees were not entitled to the minimum of the pay-scale, as was being paid to similarly placed regular employees was challenged.
- **Decision of Apex Court:** Principle of ***"equal pay for equal work"*** expounded through various decisions of Supreme Court constitutes law declared by Supreme Court, which is binding on all courts in India and is applicable to all temporarily engaged employees.

Did you Know?

The World Bank, which has tracked legal changes for the past decade, found ***Belgium, Denmark, France, Latvia, Luxembourg or Sweden*** were the only countries in the world to enshrine gender equality in laws affecting work.

Reference: The Constitutional Law of India by M.P. Jain, 6th Ed, 2012; Page No: 1501.

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SC Allows Service Through Instant Tele-Messenger Services

Considering difficulty in visiting post offices amid pandemic, SC allowed service of summons & notices through instant tele-messenger services like whatsapp, email and fax. All these will prove valid service on a party.

SA Bobde, C.J.I.; AS Bopanna, J. & Subhash Reddy, J.

Reference: economictimes.indiatimes.com/news/politics-and-nation/supreme- court-allows-email-fax-instant-messaging-apps-like-whatsapp-for-service-of-notices-summons/articleshow/76898274.cms?from=mdr

Rajeev Kourav v. Baisahab & Ors.

Crl.A. No .232/2020

Criminal proceedings not to be quashed on the basis of statement made under S. 161 CrPC

S.161 of CrPC, S. 482 CrPC

Statements recorded under S.161 are inadmissible in evidence and are not a valid ground for allowing a petition under S.482. Courts not to appreciate evidence while dealing with the quashing petition filed under S. 482 CrPC.

Bench: L. Nageshwar Rao,J. & Deepak Gupta,J.

Reference: https://main.sci.gov.in/supremecourt 2017/2075/2075_2017_11_1502_20472_Judgement_11-Feb-2020.pdf

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COOL TEMPERATE EAST MARGIN

HELLO SUMMER

Short

-18° to - 24°C

60° N

45° N

0°

Winter

- 3° to - 17°C

Westerlies bring cold influences interior of the continent

Cold current, reduces warming Influence from sea

ECONOMIC ACTIVITIES

- Fruits: Pear, Peach, Plum, Apple, Orange
- Fishing
- Mixed Cropping

Prominent

Vegetation consists mostly of coniferous forests

Mountains in Manchuria

Various Oak

Chestnut

Maple

Beech

Ash

Elm

Northern Japan covered with dense Coniferous made up of Spruce, Fir, Latch, Pine

Extreme South East, Deciduous trees flourish

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CHAPTER V-A

Appointment of Rent Authority, Tenancy Agreements and Period of Tenancy

Section 22 A Appointment of Rent Authority:

(1) Rent Authority:

- **Appointment by:** State Government by notification in the Official Gazette

- **Who?** Officers of the Rajasthan Adm. Service <u>not below the rank of SDO</u>

- **Functions and powers:** **Same as Rent Tribunal** in matters specified u/**S. 22-B, 22-D, 22-E, 22-G, 23** and **24** of this Act.

(2) Appeal from Rent Authority:

To: Rent Tribunal

Within 60 days of order

(3) Order of RA in appeal:

- If order is not reversed, **altered or modified by the Rent Tribunal in appeal,**
- It shall be **final** and shall not be called in question in any civil court.

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Reference: Rajasthan Rent Control Act, S.22A

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Section 22B: Tenancy agreements:

(1) Person shall, ***after the commencement of the Amendment Act, 2017***, let or take on rent any premises:

- By an **agreement in writing**, and
- Particulars of agreement be **communicated to RA** by landlord and tenant jointly, in the form specified in Schedule D.

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(2) In relation to a tenancy created before the commencement of Amendment Act, 2017:

(a) Agreement in writing already entered: Particulars thereof shall be communicated to the Rent Authority in the form specified in Schedule-D;

(b) No agreement: Parties shall comply with sub section 1

Provided that:

Where the landlord and the tenant fail to

- Present jointly a copy of tenancy agreement under **clause (a)** or **(b)** or
- Reach an agreement under **clause (b)**,

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Such landlord and the tenant shall separately file the particulars about such tenancy

(3) Execution of agreement:

- **Agreement u/ss. (1):** To be executed before commencement of tenancy.
- **Agreement u/ss. (2)(b):** Within a period of **1 year from** commencement of Amendment Act, 2017.

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(4) Duty of RA:

- After **receiving information** about tenancy agreement
- He shall **make entry of particulars** of the agreement in a Register maintained for that purpose containing particulars as per Schedule-D.
- He shall also **provide a registration number** to the parties.

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(5) Evidence of fact before RT/ART:

Evidence of fact relating to tenancy and connected matter: Information provided as per sub-secs. (1) and (2) and

Not to be received as evidence: In case absence of any statement in the agreement inconsistent with the details filed as per Schedule-D.

(6) Details of all tenancies u/ss. (4):

- To be uploaded in the form and manner prescribed on its website
- To be **uploaded within 15 days** of the allotment of the registration number.

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Reference: Rajasthan Rent Control Act, S.22B

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Section 22C: Period of tenancy:

(1) Period of tenancy after Amendment Act, 2017: As agreed in tenancy agreement.

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(2) Renewal of agreement:

- The tenant may **approach the landlord for renewal** or extension of the tenancy,
- He must approach **within the period agreed** to in the tenancy agreement and
- **Landlord agrees for renewal:** Parties may enter into a new tenancy agreement on mutually agreed terms and conditions.

(3) Property not vacated after end of tenancy:

Tenancy **agreement expired**

Tenant has **not vacated the** premises

Tenancy deemed to be renewed on **month-to month** basis and on same terms & conditions

Month-to-month tenancy is only for a **maximum period of 6 months**

Can continue after 6 months only if tenancy **renewed by agreement in writing**

Reference: Rajasthan Rent Control Act, S.22C

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CHAPTER V-B

Revision of Rent in Certain Circumstances, Security Deposit, Depositing of Rent in Certain Circumstances, Etc.

Section 22D: Revision of Rent in certain circumstances.

- Landlord, after the commencement of tenancy
- In agreement with the tenant has incurred expenditure on account of
- Improvement, addition or structural alteration
- In the premises occupied by the tenant,

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- Where after the **rent of a premises has been agreed or fixed**, there has been a **decrease or diminution or deterioration** of accommodation or housing services in the premises, the **tenant may claim a reduction in the rent**.

- The **landlord may either restore** the premises and the housing services as at the commencement of tenancy **or agree for a reduction in rent.**

In Conflict

- The landlord or tenant may **approach the Rent Authority** by filing petition before the Rent Authority and

- The Authority shall try to **resolve the conflict and to arrive at amicable settlement** between the landlord and tenant and

- If **no such settlement is arrived** at between the parties, he may pass appropriate **orders on the basis of material brought on record** and by hearing both the parties.

Reference: Rajasthan Rent Control Act, S.22D

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Section 22E: Rent Authority to fix revised rent in the Circumstances specified in Section 22D.

- The Rent authority on an **application presented by the landlord or tenant** in the circumstances specified in **Sec. 22-D,**

Tenant

Or

Landlord

- **Shall fix or revise**, the rent and other charges payable by the tenant as also **fix the date from which the revised rent becomes payable.**

Or

Reference: Rajasthan Rent Control Act, S.22E

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Section 22F: Security deposit.

- Save as an agreement to the contrary, it shall be lawful for the **landlord to charge a security deposit equal to one month's rent.**

Rent

- The security deposit shall be **refunded to the tenant within one month after vacation** of the premises, after making **due deduction of any liability of the tenant.**

Any Liability of the tenant

Vacating premises

- Wherever the **security deposit is not refunded** to the tenant within the period specified in sub-section (2),

- The **tenant may file an application** before the Rent Authority for **directing the landlord to refund the security deposit.**

Reference: Rajasthan Rent Control Act, S.22F

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Section 22G: Depositing of rent with the Rent Authority in certain circumstances.

- Where the **landlord does not accept any rent** tendered by the tenant in the manner specified in **Section 5**, **or refuses to give a receipt**, the **tenant may deposit the same** periodically, in time, **with the Rent Authority.**

- Wherever in any case there is **bona fide doubt about the person or Persons to whom the rent is payable**, the tenant **may deposit such rent with the Rent Authority**.

- On deposit of the rent, the **Rent Authority shall investigate** the case and **pass an order based on facts of the case.**

- The amount of rent deposited under shall be accounted as may be

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prescribed and **shall be kept in a Personal Deposit Account** and shall be operated for **payment to the landlord** or **other lawful claimant** in the manner, as may be prescribed.

- The **receipt by the landlord**, of rent deposited **shall not operate as admission** to the **correctness of rent and other fact stated by the tenant** while depositing the same.

Chapter V-A and V-B were added by Rajasthan Rent Control Amendment Act, 2017

Reference: Rajasthan Rent Control Act, S.22G

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CHAPTER - VI

Amenities

Section 23: Landlord not to discontinue or withhold amenities enjoyed by the tenant.

- **No landlord either himself or acting** through any person or any person purporting to act on his behalf, shall **discontinue or withhold** the amenities enjoyed by the tenant in respect of the premises let out to him.

Amenities

Or

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- The landlord may, discontinue or withhold any amenity with the **permission of the Rent Authority** shall grant such permission

- If it is satisfied that the **tenant has not paid** the **charges in respect of the amenity**, which he was **liable to pay.**

- The **petition of the landlord** for permission to **discontinue or withhold** the amenities or on the **petition of the tenant for restoration of the amenities**,

For

Or

RESTORATION

- The Rent Authority shall issue **notices to the other party** and **after hearing the parties** it shall pass such orders as it may deem fit.

After hearing the parties pass such orders

- During the ***pendency of the inquiry,*** the Rent Authority may pass such **interim orders** asit may deem fit.

Interim Orders

- The Rent Authority shall conduct the **proceedings in a summary manner** and dispose of any application made by the **landlord or tenant within sixty days** from the date of presentation of petition.

Reference: Rajasthan Rent Control Act, S.23

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LIMITATION PERIOD FOR DISPOSAL OF VARIOUS APPLICATIONS

Section	Application	Time
14	For revision of rent	150 days
9 & 15	For Eviction for tenant	240 days
10 & 16	For immediate possession by landlord	150 days
19	For disposal of appeal	180 days
11 & 12	For restoration of possession of illegally dispossessed tenant	90 days
23	On discontinuation of amenities	60 days
20	For execution of order	45 days

Section 24: Duties of tenant and landlord.

- In the **absence of a written agreement,**

Essential Repairs

Essential repairs in a year involving **expenditure up to 5%** of the annual rent shall be carried out **by the tenant at his own cost and**

- Essential repairs involving expenditure in **excess of 5%** of the annual rent shall be carried, out by the **landlord on receiving notice from the tenant:**

- **Provided** that where the landlord neglects to undertake **essential repairs within a period of fifteen days** from the date of receipt of notice,

Date of Receipt of

I won't do the repairs which is needed. Let it be.

- The tenant shall be at liberty to move the **Rent Authority for permission to undertake the repairs**, along with **estimate of such repairs**, and

I will repair it myself.

Tenant

- Where permission is granted by the Rent Authority, it shallalso pass orders with regard to the **recovery of each cost**

from the landlord by setting off the amount **against the rent payable by the tenant**.

Landlord

Rent Authority

We have passed the order to recover the cost of repair from landlord setting aside the rent.

- The provisions of Sub-secs. (2), (3) and (4) of Sec. 23 shall apply ***mutatis mutandis*** to the proceeding before Rent Authority under this section.

Reference: Rajasthan Rent Control Act, S.24

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Section 24A: Disposal of pending proceedings under Sections 23 or 24

- All the proceedings under Section 23 or 24 **pending before the Rent Tribunal** on the date of commencement of the Rajasthan Rent Control (Amendment) Act, 2017 **shall be continued** and

We will be disposing off the pending proceeding u/s. 23 or 24.

- The Rent Tribunal may pass appropriate orders thereon as **if Sec. 23 or 24 was not amended** by the said Act.

Reference: Rajasthan Rent Control Act, S.24A

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CHAPTER - VII

Miscellaneous

Section 25: Inspection of premises

- The **landlord shall have a right to inspect** the premises let out by him at day time after giving **prior intimation of at least seven days to the tenant.**

- However, such inspection shall **not be carried out** by the landlord **more than once in three months.**

Reference: Rajasthan Rent Control Act, S.25

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Section 26: Members and staff of the Tribunals to be public servants and their control.

Presiding Officer

- The Presiding Officers and the **employees** of **Rent Tribunals and Appellate Rent Tribunals** shall be deemed to be **public servants** within the meaning of **Sec. 21** of the **Indian Penal Code, 1860**

Employees of Rent Tribunal or Appellate Tribunal

Public Servant under Section 21 of IPC

- The **Presiding Officers** of Rent Tribunals and Appellate Rent Tribunals **shall function** under the **administrative and disciplinary control of the High Court.**

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HIGH COURT

Administrative and Disciplinary control

Presiding Officer of Rent Tribunals

Presiding Officer of Appellate Rent Tribunals

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Control over the Rent Tribunals under his Jurisdiction

Power of appraising the work

Recording the annual confidential reports of

General power of superintendence

Presiding Officer of Appellate Rent Tribunal.

The Presiding Officers of the Rent Tribunals.

Ministerial employees of Rent Tribunal

Appellate Rent Tribunal

Rajasthan Subordinate Courts Ministerial Establishment Rules, 1986

Courts of Civil Judges (Senior Division)

Courts of District and Session Judges

The **Class IV employees** of Rent Tribunals and Appellate Rent Tribunals **shall be governed** by the **Rajasthan Class IV Services (Recruitment and Other Service Conditions) Rules, 1999**.

Class IV Employees of Rent Tribunal and Appellate Tribunals

Rajasthan Class IV Services (Recruitment and Other Service Conditions) Rules, 1999

Reference: Rajasthan Rent Control Act, S.26

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Section 26A: Rent Authority to be public servant and protection of actions.

- The **presiding officer of the Rent Authority appointed** under this Act shall be deemed to be **public servant** within the meaning of **Sec. 21** of the **Indian Penal Code, 1860.**

Sec.21 of the IPC

- **No suit or other legal proceeding** shall lie against the Rent Authority in respect of anything which is in **good faith done or intended to be done** in pursuance of this Act.

No suit or Legal Proceedings against

Reference: Rajasthan Rent Control Act, S.26A

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Section 27: Limitation

- Subject to the provision of this Act, the **provisions of Limitation Act, 1963** shall, as far as may be, **apply to petitions, applications, appeals or other proceedings** filed or proceeded with before a Rent Tribunal or an Appellate Rent Tribunal.

Section 28:

- **Except** as provided **in Sub-sections (2), (3) and (4),** the **Court fee payable** on petitions, applications and appeals filed before the Tribunal would be the **same as** would he payable if suits, applications or appeals were **filed for the similar relief before Civil Courts.**

Filed before Tribunal would be same as

On petitions, applications and appeals

Similar relief before Civil Courts

Joint petition for limited period tenancy

Appeal against a petition ad valorem Court fee under the Rajasthan Courts Fees and Suits Valuation Act, 1961

Payable on the amount of rent payable for the year next

Before the date of presentation of the petition, irrespective of the period for which the limited period tenancy is sought to be entered.

- On an **application** under **Section 22E** or a petition under **Section 23** or under **Section 24** and on an appeal against any order on such application or petition, a **fixed court fee of Rs. 100/-** shall be payable.

Sec.22E Or **Sec.23** Or **Sec.24**

- On **petition for revision** of rent under **Sec. 6** or under **Sec. 7** and on appeal against any order on such a petition, a **fixed Court fee of Rs. 250/-** shall be payable.

Sec.6 **Or** **Sec.7**

Reference: Rajasthan Rent Control Act, S.28

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Section 29: Act to have overriding effect

- The provisions of this Act shall have effect notwithstanding **anything inconsistent** therewith contained in **any other Law for the time being** in force or in any instrument having effect by virtue of any Law other than this Act.

Any of

Provisions of this Act **Other than this Act**

Reference: Rajasthan Rent Control Act, S.29

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Section 30: Power to remove difficulties.

- If any difficulty arises in giving effect to the provisions of this Act,
- The **State Government** may, by order published in the **Official Gazette make such provisions**, not inconsistent with the provisions of this Act,

Not Inconsistent with the provisions of Act

- As appear to it to be necessary or expedient for removing the difficulty:

Provided…

- **No such order shall be made** after the **expiry of the period of three years** from the date of commencement of this Act.

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State Legislature in session

- **Every order** made under this section **shall, be laid before the State Legislature** while it is **in session.**

Reference: Rajasthan Rent Control Act, S.30

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Section 31: Power to make rules.

- The **State Government may make rules** for carrying out the purposes of this Act.

- All rules made under this Act **shall be laid, before the House of the State Legislature**, while it is in session for a period of **not less than fourteen days** which may be comprised in **one session or in two successive sessions** and

Laid Before State Legislature

For not less than

Comprised in one session or in successive session

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- If **before the expiry of the session** in which they are so laid or of the session immediately following, the House of the **State Legislature makes any modification** in any such of rules or resolves that any such rules should not be made,

State Legislature

- Such rules shall have **effect only in such modified form or be of no effect**, that any such modification or annulment shall be without prejudice to the validity of anything previously done thereunder.

Without prejudice to the validity of anything previously done

Reference: Rajasthan Rent Control Act, S.31

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Section 32: Repeal and savings.

- The **Rajasthan Premises (Control of Rent and Eviction) Act, 1950** shall **stand repealed** with effect from the date notified under Sub-sec. (3) of Sec. 1 of this Act.

- The **repeal** under Sub-section (1) **shall not affect,** -

- <u>Notwithstanding the repeal</u> under Sub-section (1)

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04 As per provision of repealed act.

03 Shall be continued and disposed of,

02 Under Repealed act pending before any court

01 All applications, suits or other proceedings

- From **coming into force** of this act, plaintiff shall be **entitled to**

Any suit or appeal or any other proceeding pending under the repealed Act

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- **Liberty to file fresh petition** in respect of the subject matter of such suit or appeal or any other proceeding **from the commencement of this Act.**

Reference: Rajasthan Rent Control Act, S.32

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REMEDIES AVAILABLE UNDER THIS ACT

- **Remedies available to Landlord**

Section	Remedy
4	Rent to be agreed
5	Disclose his acc. No. & address to tenant
6 or 7	Revision of rent
8	Limited period tenancy
9	Eviction of tenant
10	Recover immediate possession
18(2)	Recovery of unpaid rent or arrears
19	Appeal in Appellate Tribunals
20	Execution of order
23	Discontinuance of amenities (with permission of Rent Authorities)
25	Inspection of premises

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- **Remedies available to Tenant**

Section	Remedy
8	Limited period Tenancy agreement
9,10,11,12	Protection from eviction
11&12	Restoration of possession of illegally dispossessed tenant
23	No Discontinuance of Amenities
24	Permission for essential repair

Rajasthan Rent Control Amendment Act 2017 w.e.f 18/10/2017

SECTION	AMENDMENT
2 (e) amended	For the expression **1959 (act no. 38 of 1959)**---- the expression **2009 (act no. 18 of 2009)** shall be **substituted**
2 (fa) added	"**Rent authority**" means the officer appointed under **S. 22 A**
3 amended	Existing **clauses (i) (ii) and (iii)** - deleted
9(a) amended	"**or having been deposited with the rent authority**" ----inserted
19-A added	**Power of Tribunal to order payment of rent and arrears**

21-A added	Procedure and power of the Rent Authority
Ch VA added	• Appointment of rent authority **(22A)** • tenancy agreements **(22B)** • period of tenancy**(22C)**
Ch VB added	Revision of rent in certain circumstances, security deposit, depositing of rent **22-D** Revision of Rent in certain circumstances **22-E** Rent Authority to fix revised rent as specified in **S. 22-D** **22-F** Security deposit **22-G** Depositing of rent with the Rent Authority
23 & 24 amended	**Rent Authority** was substituted for the expression Rent Tribunal

24-A added	Disposal of pending proceedings u/**s 23 or 24**
26-A added	• Officers of Rent Authority to be public servant • Protection of actions
28(3) amended	For the existing **28(3),** following shall be substituted---- For application u/s **22-E** or a petition u/s 23, 24 and on appeal --court fee shall be- Rs 100/-
Schedule D added	New Sch. D has been added after existing Sch. C, which deals with **Information of Tenancy**.

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