

D.K. Soni vs P.K. Mukerjee And Ors on 27 October, 1987

Equivalent citations: 1988 AIR 30, 1988 SCR (1) 617, AIR 1988 SUPREME COURT 30, 1988 (1) SCC 29, 1987 (10) REPORTS 582, 1987 5 JT 225, (1987) 4 JT 225 (SC), (1988) 1 ALL WC 421, (1987) 13 ALL LR 738, (1987) 2 ALL RENTCAS 477, (1988) 1 RENCRA 466, (1987) 3 RENTLR 648, (1987) 3 SCJ 572, 1987 SCFBRC 515(2)

Author: Sabyasachi Mukharji

Bench: Sabyasachi Mukharji, G.L. Oza

PETITIONER:

D.K. SONI

Vs.

RESPONDENT:

P.K. MUKERJEE AND ORS.

DATE OF JUDGMENT 27/10/1987

BENCH:

MUKHARJI, SABYASACHI (J)

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MUKHARJI, SABYASACHI (J)

OZA, G.L. (J)

CITATION:

1988 AIR 30 1988 SCR (1) 617

1988 SCC (1) 29 JT 1987 (4) 225

1987 SCALE (2) 887

CITATOR INFO :

R 1988 SC 94 (6)

ACT:

Landlord-Tenant matter-order of eviction of the tenant on grounds of personal need of the landlord challenged-Provisions of U. P. Act No. 3 of 1947 (Temporary Control of Rent and Eviction Act) and the U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972-Proceedings thereunder.

HEADNOTE:

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Respondent No. 1, Shri P.K. Mukerjee, filed an

application under the U.P. Act No. 3 of 1947 (Temporary Control of Rent and Eviction Act) (OLD Act), seeking permission to file a suit for eviction of his tenant, Harbans Lal Soni, the father of the appellant, D.K. Soni, on the grounds of his bona fide requirement for his personal need. The Rent Control and Eviction officer rejected the application, holding that the respondent's requirement was not bona fide. A revision was filed by the respondent No. 1 before the Commissioner who allowed the same.

The U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 (new Act) came into effect on July 15, 1972. On August 2, 1972, the State Government rejected the representation of the tenant (father of the appellant) filed under section 7 of the old Act against the order of the Commissioner aforementioned. The tenant then moved a writ petition in the High Court. A Single Judge of the High Court allowed the petition and set aside the abovesaid orders of the Commissioner and the State Government. Upon an appeal being filed by the respondent (No. 1) against the order of the Single Judge, a Division Bench of the High Court allowed the same, setting aside the order of the Single Judge and upholding the above-said orders of the commissioner and the State Government, allowing the eviction of the tenant.

In September, 1978, the respondent No. 1 moved an application under section 21, read with section 43(2)(rr) of the new Act. Thereafter, the respondent executed an agreement as vendor to sell the premises in dispute in favour of the vendee, the wife of the appellant, Smt. Madhu Soni-daughter-in-law of the tenant, Harbans Lal. The agreement was dated November 7, 1978, and it mentioned therein that the landlord, respondent No. 1 had filed an application against the tenant above-

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named. The father-in-law of the vendee-for permission to file a suit for eviction of the tenant from the premises in dispute on account of the respondent's personal need, and that the permission had been granted. The agreement recited that a vacant portion of the land of the disputed premises, would be in the exclusive possession of the vendor and the rest of the property-the disputed premises would be sold to the vendee, Smt. Madhu Soni. The agreement stipulated that the vendee or the other members of the family had no right over the portion of the land to be kept with the vendor, and that the appellant had given up his tenancy rights in respect of the same, and also that premises would be built on the said vacant land with the money to be obtained by selling the disputed house to Smt. Madhu Soni. The price of the house was settled at Rs.1,00,000 out of which a sum of Rs.5000 was paid as earnest money, and it was stipulated that the rest of the amount would be paid at the time of registration. It was agreed that the parties would move the authorities for permission to transfer as early as possible

and the sale deed would be executed within one month of the grant of permission and notice to the vendee. It was stated that if the vendee failed to get the sale-deed executed within the time stipulated, the earnest money of Rs.5000 would be forfeited and the property would stand released in favour of the vendor. It was also stipulated that the need of the vendor for the premises subsisted and the agreement had been entered into to enable the vendor to get money out of the sale to construct a house for himself on the vacant piece of land. On December 12, 1978, the father of the appellant, who was the tenant, died, leaving behind a widow, two sons, including the appellant, and a daughter. On December 22, 1978, the appellant informed the Prescribed Authority before whom the application under section 21(1)(a) of the New Act, read with section 43(2)(rr), was pending, about the death of the tenant, Shri Harbans Lal Soni.

On March 23, 1979, the respondent No. 1 filed an application (in Case No. 53 of 1978) for substitution of the legal heirs of the deceased tenant, along with an application under section 5 of the Limitation Act. The Prescribed Authority rejected the application for substitution on grounds of delay. On December 11, 1979, the respondent No. 1 moved a second application under section 21(1)(a), read with section 43(2)(rr) of the new Act (on the ground as in his earlier application), which was registered as Case No. 68 of 1979.

On March 12, 1981, the respondent No. 1 executed two separate agreements for sale of the property in dispute, in favour of R.P. Kanodia and P.K. Kanodia, respectively.

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The Prescribed Authority decided the Case No. 68 of 1979 abovementioned on July 7, 1981, directing the tenant to be evicted from the premises in dispute. The Additional District Judge dismissed the appeal against the order of eviction passed by the Prescribed Authority.

On March 11, 1983, the appellant's wife, Smt. Madhu Soni filed a suit for injunction, restraining the respondent No. 1 from dispossessing her from the premises in dispute on the strength of the registered agreement, asserting that she resided in the premises in part performance of the agreement under section 53A of the Transfer of Property Act. The trial Court dismissed the suit. The High Court was then moved for relief by a writ petition against the orders of the Prescribed Authority for eviction and the order of the Additional District Judge. The writ petition was dismissed, followed by the dismissal of a Review Petition too. Aggrieved thereby the appellant has appealed to this Court by special leave.

Dismissing the appeal, the Court,

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HELD: The questions involved in the appeal are: Firstly, in view of the provisions of section 43(2)(rr), was the High Court right in its decision, in the facts and

circumstances of the case, specially the factum of the death of the (original) tenant being alleged, and in view of the fact that the execution of the order for eviction had become final before the new Act came into operation? Secondly, how far do the subsequent events, namely, the agreements by the respondent No. 1 with the wife of one of the sons of the tenant and with the Kanodias to sell the property in dispute, demolish or destroy the case of a bona fide need of the landlord? [622G-H; 623A]

In substance, the need was there of the landlord for his occupation of his premises as he wanted to reside in his house after his retirement from Government service, and for this purpose he had sought eviction and obtained the order of eviction prior to the coming into operation of the new Act. The object of the landlord was not defeated by the provisions of the New Act. [626G-H]

Considering the subsequent events, namely, the refusal of permission by the Urban Ceiling Authorities, the escalation of building cost (upto 1987), failure on the part of the vendee to register and execute the document, it is not possible to hold that the subsequent events have so materially altered the position as to defeat the original order for possession passed in favour of the landlord. The subsequent events do not in

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any way affect the existence of the need of the landlord for possession of premises in question. [627C-E]

There was no failure on the part of the landlord to take steps for the substitution. Nothing was proved before the Court that the agreements with R.P. Kanodia and P.K. Kanodia were valid today or given effect to in view of the provision of the Land ceiling Act. It was not proved to the satisfaction of the authorities below that any agreement to sell the premises to Kanodias had been given effect to and acted upon and in that view of the matter, the need of the landlord indubitably succeeds, and any allegations made do not merit any revision of the order which had become final. Finality of the judicial decisions is one of the essential ingredients upon which the administration of justice must rest. In that view of the matter, even if the contentions advanced on behalf of the respondents are taken into consideration and a new look is taken because of the subsequent events, which cannot be done in view of the specific provisions in clause (rr) of section 43(2) of the new Act, the appellant has no case. The High Court was right in not interfering with the order of the Prescribed Authority. Finality of the decisions of the authorities under the Act has to be given due reverence and place in the judicial administration. [629A-C]

The appeal fails. As the appellant had been staying in the premises for quite some time, time till April 30, 1988 granted to him to deliver vacant possession of the house to the landlord, subject to his filing usual undertaking within

four weeks. [629E-F]

Pasupuleti Venkateswarlu v. The motor and general Traders, [1975] 3 SCR 958; Pattersion v. State of Alabama, 294 U.S. 600 at 607; Ramji Dayawala and Sons(P) Ltd. v. Invest Import, [1981] 1 SCR 899; Hasmat Rai and Anr. v. Raghunath Prasad, [1981] 3 SCR 605; Syed Asadullah Kazmi v. The Addl. District Judge, Allahabad and Ors., [1982] 1 SCR 77; Sher Singh and Ors. v. The State of Punjab, [1983] 2 SCR 582; Bansilal Sahu v. The Prescribed Authority and Anr, [1980] All L.J. 331; Smt. Sarju Devi v. Prescribed Authority, Kanpur, [1977] All L.J. 251 and Tara Chand Khandelwal v. Prescribed Authority, Agra, [1976] All L.J. 708, referred to. G

JUDGMENT:

CIVIL APPELLATE JURISDICTION: Civil Appeal No. 6626 of 1983.

From the Judgment and order dated 18.5.1983 of the Allahabad High Court in C.M.W.P. No. 13741 of 1982. H S.N. Kacker and R.B. Mehrotra for the Appellant. B.D. Agarwala and Miss Asha Rani for the Respondents. The Judgment of the Court was delivered by SABYASACHI MUKHARJI, J. This is an appeal by the tenant against an order upholding the order of eviction. The ground of eviction was on the landlord's bona fide need and requirement. The appeal arises out of the judgment and order of the High Court of Allahabad dated 18th of May, 1983 and also against the order dated 23rd of May, 1983 dismissing a review application by the said High Court. Shri P.K. Mukerjee, respondent No. 1 herein had filed an application under section 3 of the U.P. Act No. 3 of 1947 (Temporary Control of Rent and Eviction Act), hereinafter referred to as the old Act, seeking permission to file the suit for eviction of the tenant, the father of the appellant herein, on the ground that accommodation in dispute was bona fide required by the landlord for his personal need. In September, 1971 the Rent Control and Eviction officer rejected the application of the landlord and held that his requirement was not bona fide. On 12th of November, 1971 the Commissioner allowed the revision filed by respondent No. 1 against the order of the Rent Control and Eviction officer dated 5th of September, 1971. It may be mentioned that on 15th of July, 1972 the U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 hereinafter referred to as the new Act came into effect. On 2nd of August, 1972 the State Government rejected the representation of the tenant namely, the father of the appellant filed under section 7 of the old Act against the order of the Commissioner dated 2nd of November, 1971. On or about 7th of February, 1975 the learned Single Judge of the High Court of Allahabad allowed the writ petition of the tenant and set aside the orders of the Commissioner and the State Government hereinbefore mentioned. On 3rd of August, 1978 a Division Bench of the High Court of Allahabad allowed the appeal of respondent No. 1 and set aside the judgment of the learned Single Judge of the High Court dated 7th of February, 1975 and upheld the orders of the Commissioner and the State Government allowing the eviction of the tenant. In September, 1978 respondent No. 1 moved an application under section 21 read with section 43(2)(rr) of the new Act. Thereafter it is alleged that respondent No. 1 had executed an agreement to sell the disputed premises in favour of the appellant's wife namely, Smt. Madhu Soni. It is material

to refer to the said agreement in brief. The agreement is dated as mentioned hereinbefore 7th of November, 1978 and was entered into between Shri P.K. Mukerjee, the landlord and Smt. Madhu Soni wife of Shri D.K. Soni (son of Shri Harbans Lal Soni) the then tenant. It was stated that the landlord had filed an application against Shri H.L. Soni the father-in-law of vendee for permission to file a suit for eviction against him on account of his personal need for the aforesaid premises and permission had been granted. It also recited that a portion of the said land which was demarcated in the site plan measuring about 121' x 101.5' of the vendor which would be for the construction of a house would be in exclusive possession of the vendor and the rest of the property at 8, Panna Lal Road, Allahabad being the disputed premises would be sold to Smt. Soni. It also recited that the vendee or his family members would have no right of whatsoever nature and the vendee, that is to say, the appellant had given up his tenancy right in respect of the same, that is to say, the portion to be kept with the vendor and the premises will be built on the vacant land with the money that would be obtained by selling the property to Smt. Madhu Soni. The property was sold for Rs. 1,00,000 out of which Rs.5,000 was paid as earnest money and it was stipulated that the rest of the money would be paid at the time of the registration. It was further agreed that the parties would move the proper authorities as early as possible for permission to transfer and the sale deed would be executed within one month of the grant of the permission and notice to the vendee. It was further stated that if the vendee failed to get the sale deed executed after one month from the date of permission and notice to the vendee by the vendor, the earnest money of Rs.5,000 would be forfeited and the right of the vendor would be as it subsisted prior to the agreement. It was further provided that in the event of non-execution of the sale deed on account of any act or failure on the part of the vendee in pursuance of the agreement to sell, the property would stand released in favour of the vendor and the earnest money of Rs.5,000 would be forfeited. It was clearly stipulated that the need of the vendor for the premises still subsisted and this agreement was being entered into since it would be possible for the vendor to construct a house for himself on the land not agreed to be transferred measuring 121' x 101.5' . On that basis the parties had signed agreement on 7th November, 1978.

On 12th of December, 1978 the father of the present appellant Shri H.L. Soni who was the original tenant died leaving behind his widow and two sons including the appellant and one daughter. It was alleged that on 18th of December, 1978 respondent No. 1 sent a letter of condolence to the appellant on the death of appellant's father. On 22nd of December, 1978 appellant informed the Prescribed Authority before whom the application under section 2 1(1)(a) of the new Act read with section 43(2)(rr) was pending about the death of Shri H.L. Soni. On 23rd of March, 1979 respondent No. 1 moved an application for substitution in Case No. 53 of 1978 for bringing on record the heirs of deceased Shri H.L. Soni along with application under section 5 of the Limitation Act. On 10th of November, 1979, the Prescribed Authority rejected the petitioners application for substitution and held that respondent No. 1 had full knowledge of the death of Shri H.L. Soni and he did not move the application within time. On 11th of December, 1979 respondent No. 1 moved a second application under section 2 1(1)(a) read with section 43(2)(rr) of the new Act on the same ground on which the first application was moved. The second application was registered as Case No. 68 of 1979. It is alleged further that on 12th of March, 1981 respondent No. 1 executed two separate agreements to sell the property in dispute in favour of R.P. Kanodia and P.K. Kanodia respectively. The Prescribed Authority on 7th of July, 1981 held that the second application under section 2 1(1)(a) read with section 43(2)(rr) of the new Act being Case No. 68 of 1979 was within time and

directed the tenant to be evicted from the premises in dispute. The Additional District Judge, Allahabad on 25th of October, 1982 dismissed the appeal of the tenant filed against the order of the Prescribed Authority dated 7th of July, 1981. On 11th of March, 1983 the appellant's wife Smt. Madhu Soni filed a suit for injunction restraining Respondent No. 1 from dispossessing her from the premises in dispute on the strength of registered agreement and she asserted that she resided in the accommodation as a result of part performance under section 53A of the Transfer of Property Act, 1882. Initially injunction was granted ex parte by the Trial Court and thereafter it was vacated after hearing respondent No.

1. Aggrieved thereby an appeal } was filed by Smt. Madhu Soni in which the High Court had stayed dispossession. The High Court thereafter dismissed the writ petition of the tenant against the orders of the Prescribed Authority for eviction and the order of the Additional District Judge. A review petition was filed by the appellant and the same was dismissed. This appeal by special leave is against that decision of the High Court dated 18th of May, 1983 Behind this long tale of dates the questions involved in this appeal are short, namely, firstly in view of the provisions of section 43(2)(rr) was the High Court right, in the facts and circumstances of the case specially the death of original tenant being alleged, and in view of the fact that the execution of the order passed for eviction had become final before coming into operation of the new Act the order was proper and secondly, how far the subsequent events, namely, the A agreement with the wife of one of the sons of the original tenant to purchase property as well as the agreement with the Kanodias mentioned hereinbefore demolish or destroy the case of a bona fide need of the landlord. In other words are these not sufficient subsequent events which destroy the landlord's bona fide need and as such should be taken note of by the appropriate courts in ordering eviction. In this appeal, therefore, we have to keep in mind two aspects of law namely, the finality of the decisions and secondly, how far and to what extent subsequent events should be taken note of in order to do justice between the parties.

Before we refer to the judgment of the High Court and the submissions made before us, it is necessary for us to bear in mind certain decisions of this Court on these aspects on which reliance was placed. This Court in *Pasupuleti Venkateswarlu v. The Motor & General Traders*, [1975] 3 S.C.R. 958 dealing with the Andhra Pradesh Buildings (Lease, Rent and Eviction) Control Act, 1960, dealt with the question as to how far the subsequent events can be taken note of. This Court held that for making the right or remedy, claimed by a party justly and meaningfully as also legally and factually in accordance with the current realities, the court can, and in many cases must, take cautious cognizance of events and developments subsequent to the institution of the proceeding provided the rules of fairness to both sides are scrupulously obeyed. In the facts of that case, this Court said that the High Court was right in taking into consideration the facts which came into being subsequent to the commencement of the proceedings. Therefore the fact that in determining what justice required the Court was bound to consider any change, either in fact or in law, which had supervened since the judgment was given. F This general principle and proposition of law was of ancient vintage. See the observations of the U.S. Supreme Court in *Patterson v. State of Alabama*, (294 U.S. 600 at page 607). The actual facts, however, of this case were entirely different, and so it was not necessary to refer to those facts. In *Ramji Dayawala & Sons (P) Ltd. v. Invest Import*, [1981] 1 S.C.R. 899, this principle was again reiterated entirely under different context. This Court also reiterated the same

principle in *Hasmat Rai and another v. Raghunath Prasad*, [1981] 3 S.C.R. 605 where referring to *Pasupuleti Venkateswarlu v. The Motor and General Traders (supra)*, this Court held that when an action was brought by the landlord under Rent Restriction Act for eviction on the H ground of personal requirement, his need must not only be shown to exist at the date of the suit, but must exist on the date of appellate decree, or the date when a higher court dealt with the matter. It was emphasised by this Court that if during the progress and passage of proceeding from court to court subsequent events had occurred which if noticed would non-suit the plaintiff, the court had to examine and evaluate the same and mould the decree accordingly. The tenant was entitled to show that the need or requirement no more existed by pointing out such subsequent events, to the court including the appellate court. Otherwise the landlord would derive an unfair advantage, and it would be against the spirit or intendment of Rent Restriction Act which was enacted to fetter the unfettered right of re-entry. In such a situation, it was reiterated that, it would be incorrect to say that as the decree or order for eviction was passed against the tenant he could not invite the court to take into consideration subsequent events. But the tenant could be precluded from so contending when decree or order for eviction had become final. (Emphasis supplied-see the observations of Desai, J. at page 617(G.H) of the report). In *Syed Asadullah Kazmi v. The Addl. District Judge, Allahabad and others*, [1982] 1 S.C.R. 77, this Court was concerned with a residence at Allahabad. It was held by this Court that the order dated 25th March, 1977 of the appellate authority releasing a portion of the premises in favour of the third respondent therein and leaving the remaining portion in the tenancy of the appellant therein acquired finality when the proceedings taken against it by the appellant had failed. The Prescribed Authority was bound to give effect to that final order and was not acting outside its jurisdiction or contrary to law where he ordered eviction. This Court reiterated that it was true that subsequent events had to be taken into account by a statutory authority or court when considering proceeding arising out of a landlord's petition for ejection of a tenant on the ground of the landlord's personal need. But in that case the order for release of a portion of the accommodation had acquired finality before the death of the landlord and the controversy concluded by it could not be reopened thereafter. This Court further reiterated that inasmuch as the question which arose before the Prescribed Authority on the application of the appellant after the proceedings for release had acquired finality, it was not open even for this Court to reopen the proceeding for release. Not quite relevant to the present controversy, there is, however, just an observation in *Sher Singh & Ors. v. The State of Punjab*, [1983] 2 S.C.R. 582. It was a decision dealing with Article 21 of the Constitution. There is an observation that traditionally, subsequent events had to be taken into account in the area of civil law. It is necessary, however, to refer to a decision of the special bench of the Allahabad high Court in *Bansilal Sahu v. The Prescribed Authority and another*, [1980] ALL. L.J. 331 which arose under the new Act. It was held therein that the question whether the eviction of the tenant had to be ordered from any specified part of the building under tenancy was not within the jurisdiction of the Prescribed Authority, while acting under clause (rr) of section 43(2), irrespective of the occurrence of subsequent events which might make it improper to order the eviction from the entire building or which might tend to establish that the need set up by the landlord could be satisfied by ordering eviction of the tenant from a specified part of the building under tenancy. It was held that subsequent events or facts could not be considered so as to defeat the final order and the Prescribed Authority was bound to order eviction. The Special Bench of the Allahabad High Court overruled another Bench decision of the Allahabad High Court in the case of *Smt. Sarju Devi v. Prescribed Authority, Kanpur*, [1977] All. L.J. 251 and

accepted the proposition laid down in *Tara Chand Khandelwal v. Prescribed Authority, Agra*, [1976] All L.J. 708. Satish Chandra, C.J. speaking for the Allahabad High Court observed that the opening clause of this provision entitled the Prescribed Authority to find out whether permission under section 3 of the old Act had been obtained on any ground specified in subsection (1) or sub-section (2) of section 21 of the present Act and that the same had become final. It was, therefore, according to the Chief Justice, the beginning as well as the end of his jurisdiction to record findings. If the conclusion was in the affirmative the Prescribed Authority had no discretion but to order the eviction of the tenant from the building under tenancy. It was further held that the jurisdiction of the Prescribed Authority was to order the eviction of the tenant from the building under tenancy. It had not expressly been conferred any power to order eviction from a portion or part of the building under tenancy. It was further held that the jurisdiction of the Prescribed Authority while deciding an application under section 21 of the present Act could not be equated with the jurisdiction which had been conferred for giving effect to the permission granted under section 3 of the old Act. The two situations were different. Clause (rr) of section 43(2) of the present Act specifically prohibited the Prescribed Authority from satisfying itself afresh that the grounds existed. We are of the opinion that this is the correct state of law and if that is the position the so-called subsequent events are not germane to the question to be decided by the High Court.

In the aforesaid light, in our opinion, in the facts of this case the High Court was right.

It may be mentioned that clause (rr) of section 43(2) of the new Act provides as follows:

"where any permission referred to in Section 3 of the old Act has been obtained on any ground specified in sub section (1) or sub-section (2) of section 21 and has become final, either before the commencement of this Act or in accordance with the provisions of this sub-section after the commencement of this Act (whether or not a suit for the eviction of the tenant has been instituted), the landlord may apply to the prescribed authority for his eviction under section 21, and thereupon the prescribed authority shall order the eviction of the tenant from the building under tenancy, and it shall not be necessary for prescribed authority to satisfy itself afresh as to the existence of any ground as aforesaid, and such order shall be final and shall not be open to appeal under section 22:

Provided that no application under this clause shall be maintainable on the basis of a permission granted under section 3 of the old Act, where such permission became final more than three years before the commencement of this Act:

Provided further that in computing the period of three years, the time during which the applicant has been prosecuting with due diligence any civil proceeding whether in a court of first instance or appeal or revision shall be excluded"

All these aspects were considered by the High Court. We recognise that unless the statute expressly prohibits as it did in the instant case, by the aforesaid clause, cautious recognition of subsequent events to mould the relief should be taken note of. In the instant case in substance the need was

there of the landlord for his occupation of his own premises. The landlord was a Government servant and wanted to reside in Allahabad and for this purpose he sought eviction and had obtained an order of eviction prior to coming into operation of the new Act. The hope of the landlord to come back to his origin was not defeated by the provisions of the new Act. In vain he moved from court to court and in the meantime there has been escalation of prices and restrictions on alienation of land and in order to save himself from this situation the landlord tried to sell part of the premises in question subsequent to the decree to the wife of one of the sons of the tenant. This is not material. The agreement in question further stipulated that the present need of the landlord subsisted, and out of this agreement only Rs.5,000 was advanced in 1978 and nothing was paid thereafter. The agreement for sale to Smt. Madhu Soni reads as follows:

"That it is made clear that the need of the vendor for the premises still subsists and this agreement is being entered into since it will be possible for the vendor to construct a house for himself on the land not agreed to be transferred measuring 121' x 101.5'. The parties, therefore, have signed this Deed on the 7th day of November, 1978 In view of the subsequent events, namely, non-permission of the Urban Ceiling Authorities, failure to register and execute the document, delay for permission on the part of the vendee and the escalation of prices, that is to say, if in 1979 perhaps it was possible to build some kind of accommodation with the amount of sale price to be obtained from the execution of the document which it is not possible in 1987 and further there is no readiness or willingness on the part of the vendee to execute the document, after the existence of the basic need of the landlord, for which originally the proceedings were taken and finalised, we do not find it possible to hold that subsequent events have so materially altered as to defeat the original order for possession passed in favour of the respondents.

We do not find perusing the records that there was any failure for substitution on the part of the landlord to take steps. The other son of the deceased was not residing with the deceased in the premises in question, therefore, there was no need to substitute him.

The other agreements to which reference had been made was the alleged agreement with R.P. Kanodia and P.K. Kanodia respectively. Nothing was proved before us that agreement is valid today or given effect to in view of the provisions of the Land Ceiling Act.

It may be mentioned that the Competent Authority under the Urban Land (Ceiling & Regulation) Act, 1976 by the order dated 20th of April, 1979 refused permission to sell in favour of Smt. Madhu Soni. On 7th November, 1978 the wife of the appellant and the landlord had entered into an agreement to sell a portion of the land as well as the house in dispute to the appellant's wife, and for that purpose a sum of Rs.5,000 had been paid as earnest money as mentioned hereinbefore, A and in the agreement, it was clearly stated that the parties would move the proper authorities as early as possible for permission to transfer the property and the sale deed would be executed

within one month of the grant of such permission and notice to the vendee. Clause 6 of the agreement further stipulated that if the vendee failed to get the agreement executed after one month from the date of permission and notice to the vendee the earnest money of Rs.5,000 would be forfeited and the right of the vendor will be as it subsisted prior to the agreement. The requisite permission in terms of the agreement was obtained by the landlord in the year 1979 and a registered notice consequently was also sent to the appellant's wife requiring her to get the sale deed executed in accordance with the agreement. Thereafter a reply dated 21st September, 1979 was also received by the landlord. However, the appellant's wife failed to get the sale deed executed and consequently the agreement itself became infructuous and the earnest money stood forfeited.

The need as it has been reiterated in the agreement of the landlord for his own purpose still subsisted. There was no delay in bringing the heirs of the deceased tenant on record. In the aforesaid view of the matter there was no substance in the objection filed against the execution of the order of eviction in terms of clause (rr) of section 43(2) of the new Act. In any event such events were frivolous after the order had become final. The subsequent events which we have examined do not in any way effect the decision of need for possession of the premises in question of the respondent-landlord. It may be mentioned that there was an application by the respondent for the review. This was heard and no order was made on that application. It was reiterated in the counter affidavit filed by the respondent that since 1st of December, 1978 till todate the appellant had not paid any money to the landlord nor deposited the damages in the court. At the time of his death late H.L. Soni was residing in the house in dispute with his eldest son Shri D.K. Soni, the appellant, his wife, Smt. Madhu Soni and Mrs. Kailash Soni, the widow. Other son Shri A.K. Soni and daughter Mrs. Kangan Khanna were not residing with Late Shri H.L. Soni at the time of his death and as such they were not heirs as contemplated by section 3(g) of the new Act. The landlord was a Government servant and was posted at Lucknow and as such during his tenure he had to reside at Lucknow but after his retirement he wanted to settle down at his ancestral house at Allahabad and it was for this reason that the proceedings for eviction were taken.

It was not proved to the satisfaction of the authorities below that any agreement to sell the premises to Kanodias has been given effect to and had been acted upon or can be acted upon. In that view of the matter the need indubitably succeeds and even if the allegations made are taken into consideration do not merit any revision of the order which had become final. Finality of the judicial decisions is one of the essential ingredients upon which the administration of justice must rest. In that view of the matter we are of the opinion, even if the contentions advanced on behalf of the respondents are taken into consideration and a new look is taken because of the subsequent events, which in our opinion cannot be done in view of the specific prohibition in clause (rr) of section 43(2) of the new Act, the appellant has no case.

In the aforesaid view of the matter we are of the opinion that the High Court was right in not interfering with the order of the Prescribed Authority. After all finality of the decisions of the authorities under the Act has to be given due reverence and place in the judicial administration. Taking cautious note of the relevant subsequent events, we find no merit in the appellant's contentions inasmuch as there is nothing on record to show that the landlord's bona fide need for his residence in Allahabad has been met or can be met in the state of affairs except by the order which is impugned in this appeal.

In the premises, the appeal must fail and is accordingly dismissed without any order as to costs. Since, however, the appellant has been staying in the disputed premises for quite some time, we grant time till 30th of April, 1988 to deliver vacant possession of the premises subject to filing usual undertaking within four weeks from today. In default in filing undertaking the order would become executable forthwith.

S.L.

Appeal dismissed.