Supreme Court of India
Shri Balaganesan Metals vs Shri M.N. Shanmugham Chetty & Ors on 23 April, 1987
Equivalent citations: 1987 AIR 1668, 1987 SCR (2)1173
Author: S Natrajan
Bench: Natrajan, S. (J)

PETITIONER:
SHRI BALAGANESAN METALS

Vs.

RESPONDENT:
SHRI M.N. SHANMUGHAM CHETTY & ORS.

DATE OF JUDGMENT23/04/1987

BENCH:
NATRAJAN, S. (J)
BENCH:
NATRAJAN, S. (J)
MUKHARJI, SABYASACHI (J)

CITATION:
1987 AIR 1668 1987 SCR (2)1173
1987 SCC (2) 707 JT 1987 (2) 247
1987 SCALE (1)1110
CITATOR INFO :
R 1987 SC2166 (1)
RF 1989 SC 302 (4)
RF 1989 SC 682 (12)
F 1989 SC1420 (10)

ACT:
Tamil Nadu Buildings (lease and Rent Control) Act, 1960: ss. 2(2) and 10(3)(a) & (c)--Eviction--Bona fide requirement for additional accommodation--Comparative hardship--Consideration of Building'--Whether includes part of a building. Statutory Interpretation.
Provisions of Statutes--Not to be interpreted so as to render any other provision otiose.
Words & Phrases: Expression 'as the case may be--Connection of Word 'Any '--Meaning of.

HEADNOTE:
Clause (c) of sub-s. (3) of s. 10 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, enables a landlord occupying only a part of a building, whether residential or non-residential, to seek eviction of a tenant occupying the whole or any portion of the remaining part of the building, notwithstanding anything contained in cl. (a),

for bona fide requirement of additional accommodation. The first proviso thereto enjoins the Rent Controller to reject the application of the landlord under that clause even where the need is found to be genuine, if the hardship caused to the tenant would outweigh the advantage to the landlord. Sub-clause (i) of cl. (a) of s. 10(3) enables eviction from residential building if the landlord or any member of his family is not occupying a residential building of his own in the city, while sub-cl. (iii) enable eviction from non-residential building if the landlord or any member of his family is not occupying for purposes of a business a non-residential building in the city. A 'building' is defined in s. 2(2) to mean any building or hut or part of a building or hut, let or to be let separately for residential or non-residential purposes.

The respondent-legatees of the landlady, using the first floor of the building for residence sought eviction of the appellant-tenant from the ground floor used by him as a godown for storing his business wares on the ground that they bona fide required additional accommodation
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for their residential needs. The Rein Controller upheld their claim. The Appellate Authority reversed the findings of the Rent Controller but in revision the High Court restored the order of eviction passed by the Rent Controller.

In this Appeal by Special leave it was contended that since the ground floor constituted a building by itself within the meaning of s. 2(2) of the Act. the respondents could seek eviction of the appellant only under s. 10(3)(a)(i) of the Act and not under s. 10(3)(c), that even if the respondents were entitled to invoke s. 10(3)(c) they could seek eviction only if they required the ground floor for non-residential purposes and not for residential purposes, that the factors of relative hardship between the parties weighed more in favour of the appellant than the respondents, and that the High Court was in error in interfering with the findings of fact rendered by the Appellate Authority while exercising its revisional powers under s. 25 of the Act.

Dismissing the Appeal, the Court,

HELD: 1.1 The ground floor of the building in occupation of the appellant did not constitute a distinct and separate unit. The respondent-landlords could. therefore seek eviction under s. 10(3)(c) of the Act.

1.2 A 'building' has been defined in s. 2(2) of the Act as not only a building or hut but also part of a building or hut, let separately for residential or non-residential purposes, which could only means that a part of a building that has been let out or that has to be let out separately can also be construed as a separate and independent building without reference to the other portion or portions of the building where it is not necessary to treat the entire building as one whole and inseparable unit. A limitation has

thereby been placed by the Legislature itself, by providing that the application of the definition is subject to the contextual position. It follows therefrom that where the context warrants. the entire building being construed as one integral unit. It would be inappropriate to view the building as consisting of several disintegrated units and not as one integrated structure.

1.3 In enacting s. 10(3)(c) the Legislature has intended that the entire building. irrespective of one portion being occupied by the landlord and the other portion or portions being occupied by a tenant or tenants should be viewed as one whole and integrated unit and not as different entities. 1175

1.4 There is vast difference between the words "residential building" and "non-residential building" used in s. 10(3)(a)(i) and (iii) on the one hand and s. 10(3)(c) on the other. While s. 10(3)(a)(i) and (iii) refer to a building only as residential or non-residential, s. 10(3)(c) refers to a landlord occupying a part of a building, whether residential or non-residential. Furthermore, s. 10(3)(c) states that a landlord may apply to the Controller for an order of eviction being passed against the tenant occupying the whole or any portion of the remaining part of the building.

1.5 TO import the expansive definition of the word "building" in s. 2(2) into s. 10(3)(c) would result in rendering meaningless the words "part of a building" occupied by the landlord and a tenant "occupying the whole or any portion of the remaining part of the building", leaving no scope for such a landlord to seek eviction.

1.6 The provisions of an Act should be interpreted in such a manner as pot to render any of its provisions otiose unless there are compelling reasons for the Court to resort to the extreme contingency. If a portion of a building let out to a tenant is to be treated in all situations as a separate and independent building then s. 10(3)(c) will be rendered otiose because the landlord can never then ask for additional accommodation since s. 10(3)(a) does not provide for eviction of tenants on the ground of additional accommodation for the landlord either for residential or non-residential purposes.

Saraswathi Sriraman v.P.C.R. Chetty's Charities, [1972] 2 M.L.J. 515; Mohammed Jaffar v. Palaniappa Chettiar, [1964] 1 M .L.J. 112 and Cheilaromal v. Accommodation Controller, [1967] 2 M.L.J. 453, approved.

2.1 It cannot be said that a landlord can seek additional accommodation for residence only if the building is a residential one and likewise he can seek additional accommodation for business purposes only if the building is a non-residential one.

2.2 Section 10(3)(c) provides for both situations, viz. a landlord occupying a part of a building which is residential or non-residential. The words used in it arc "any tenant" and not "a tenant" who can be called upon to vacate

the portion in his occupation. Unless the legislature had intended that both classes of tenant i.e. residential or nonresidential, can be asked to vacate by the Rent Controller for providing landlord the additional accommodation it would not have used the
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words "any" instead of using the letter "a" to denote a tenant. Further, the words "as the case may be" in cl. (0) only mean "whichever the case may be", i.e. either residential or non-residential. They do not restrict the landlord's right to secure additional accommodation for residential purposes only in respect of a residential building and in the case of additional accommodation for business purposes only to a non-residential building.

2.3 Section 10(3)(c) stands on a different footing from s. 10(3)(a) (i) and s. 10(3)(a)(iii). The non-obstante clause has been added to cl. (c) to give it an overriding effect over both the restrictions placed by cls. (a)(i) and (a)(iii), viz., landlord seeking eviction of a tenant should not be occupying a building of his own and secondly the nature of user of the leased property by the tenant must correspond to the nature of the requirement of the landlord. Thus, the requirement of additional accommodation under cl. (c) is not a case of a landlord not occupying a residential or non-residential building of his own but a case of a landlord occupying a part of a residential or non-residential building of his own and putting it to such user as deemed fit by him. If it was the intention of the legislature that only a tenant occupying a residential portion of a building can be asked to vacate for providing additional residential accommodation to the landlord and correspondingly a tenant occupying a portion of a building for non-residential purposes alone being asked to vacate for the non-residential requirements of the landlord. it would have provided specific stipulation to that effect in cl. (c).

In the instant case. the requirement of additional accommodation pertains to the need of the landlord and the manner of user of the portion of the building already in his occupation and consequently the bona fides of his requirement will outweigh all the restrictions imposed by s. 10(3)(a).

K. Parasuramaiah v. Lakshmamma, (AIR 1965: 220). approved.

Thirupathi v. Kanta Rao. [1981] Vol. 1 ILR Madras 128 overruled.

3. Once a landlord is able to satisfy the Controller that he is bona fide in need of additional accommodation for residential or nonresidential purposes and that the advantage derived by him by an order of eviction will outweigh the hardship caused to the tenant. then he is entitled to an order of eviction irrespective of any other consideration.
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4. The Rent Controller has gone into the question of comparative hardship and rendered a finding in favour or the

respondents. The Appellate Authority's findings have been vitiated because of its non advertance to the evidence and application of wrong tests in assessing the comparative hardship between the parties. The High Court, was. therefore, entitled to allow the revision.

JUDGMENT:

CIVIL APPELLATE JURISDICTION: Civil Appeal No. 1314 of 1980.

From the Judgment and Order dated 28.9.1978 of the Madras High Court in Civil Revision Petition No. 782 of 1977.

A.T.M. Sampath for the Appellant.

S. Padmanabhan and M. Raghuraman for the Respondents. The Judgment of the Court was delivered by NATARAJAN, J. This appeal by special leave is by a tenant against whom an order of eviction passed under Sec- tion 10(3)(c) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, hereinafter referred to as the "Act", by the Rent Controller was restored by the High Court of Madras after setting aside the dismissal of the eviction petition by the Appellate Authority.

The facts are not in controversy and may briefly be set out as under. A one-storeyed building in Wall Tax Road, Madras was originally owned by one Unnamalai Ammal. She was using the first floor for her residence and had leased out the ground floor to the appellant herein to be used as a godown for storing his business ware. It is common ground the appellant's shop is situate in an adjoining building. The tease was for a period of 10 years with an option for renewal for a further period of 5 years. Unnamalai Ammal however refused to renew the lease and filed a suit against the appellant for eviction on the ground she bona fide. required the ground floor also for her residential use. The suit did not meet with success. Unnamalai Ammal bequeathed the property to her son-in-law and grand son who are the respondents herein. As legatees of the premises the respond- ents filed a petition under Section 10(3)(c) of the Act praying for eviction of the appellant on the ground they bona fide required additional accommodation for their resi- dential needs. The Rent Controller upheld their claim, after finding the relevant factors of bona fide need and com-

parative hardship in their favour and ordered eviction. On appeal by the appellant, the Appellant Authority reversed the findings of the Rent Controller and further held that the respondent were not entitled to recover possession of non-residential premises for their residential requirements and dismissed the petition for eviction. On further revision to the High Court by the respondents Remaprasada Rao, C.J. set aside the order of the Appellant Authority and resorted the order of eviction passed by the Rent Controller. The aggrieved tenant has preferred this appeal. The judgment under appeal is assailed by the appellant on four grounds viz. (1) Since the ground floor constitutes a building by itself within the meaning of Section 2(2) of the Act, the respondents can seek eviction of the appellant only under Section 10(3)(a)(i) of the Act and not under Section 10(3)(c);

(2) Even if the respondents are entitled to invoke Section 10(3)(c) they can seek eviction only if they require the ground floor for non-residential purposes and not for residential purposes;

(3) In any event the factors of relative hardship be- tween the parties weigh more in favour of the appellant than the respondent; and (4) The High Court was in error in interfering with the findings of fact rendered by the Appellate Authority while exercising its revisional powers under Section 25 of the Act.

Before proceeding to examine the merits of the conten- tions, it will be relevant to state a few facts. The ground floor, though used as a godown, is of a residential pattern and consists of two rooms and a hall besides a kitchen and toilet rooms. The first floor is being used as their resi- dence by the respondents, the other members of the family being the wife and daughter of the second respondent. The first floor consists of only two rooms and it is the case of the respondents that the accommodation in the first floor has become inadequate for their growing residential needs. It is also their case that the first respondent who is over 65 years of age finds it difficult to climb the stairs on account of his old age and frail health. Their further plea is that the water supply to the first floor is inadequate in spite of the electric motor and pump set installed in the ground floor to pump up water. In contrast the appellant is said to have a spacious three-storeyed building in Door No. 39 adjoining the leased premises and also to have another godown close by.

One of the contentions of the appellant was that the eviction proceedings were a continuation of the unsuccessful attempt by Unnamalai Ammal herself to get the tenant evicted and, therefore, the eviction petition lacked bona fides. The High Court has rejected his contention and in our opinion, rightly too, because the respondents who are the legatees of the building cannot be attributed mala fides because of the earlier eviction suit filed by their predecessor in title. We may also dispose of another contention of the appellant at this juncture itself which had found favour with the Appellate Authority. The contention was that with the death of Unnamalai Ammal the family had become smaller and hence there was no need for additional accommodation. This argu- ment overlooks the fact that additional accommodation is sought for because of the difficulty experienced by the first respondent in climbing the stairs in his old age and the need for the second respondent's daughter, growing in years, to have a room all for herself for keeping her books and reading at home.

We will now proceed to consider the legal contentions of the appellant in seriatim. The first and foremost contention was that under the Act the ground floor constitutes a sepa- rate building and as such the respondents can seek recovery of possession of the ground floor only under Section 10(3)(a)(i) and not under Section 10(3)(c). For dealing with this contention, the relevant provisions of the Act need setting out.

Section 2 which is the definition Section reads as under:-

"Definitions:- In this Act, unless the context otherwise requires--

(2) "building" means any building or hut or part of a building or hut, let or to be let separately for residential or non-residen- tial purpose and includes--

(a) .....

(b) .....

Section 10 sets out the grounds on which the eviction of a tenant can be ordered. For our purpose it is enough to refer to the following provisions alone:-

"Section 10(3)(a):- A landlord may, subject to the provisions of clause (d), apply to the Con- troller for an order directing the tenant to put the landlord in possession of the build- ing--

(i) in case it is a residential building, if the landlord requires it for his own occupation or for the occupation of any member of his family and if he or any member of his family is not occupying a residential building of his own in the city, town or village concerned;

(ii) ommitted

(iii) in case it is any other non-residential building if the landlord or any member of his family is not occupying for purposes of a business which he or any member of his family is carrying on, non-residential building in the city, town or village concerned which is his own:

(b) ommitted.

(c) A landlord who is occupying only a part of a building, whether residential or non-resi- dential, may, notwithstanding anything con- tained in clause (a), apply to the Controller for an order directing any tenant occupying the whole or any portion of the remaining part of the building to put the landlord in posses- sion thereof, it he requires additional accom- modation for residential purposes or for purposes of a business which he is carrying on, as the case may be.

Provided that, in the case of an application under clause (c), the Controller, shall reject the application if he is satisfied that the hardship which may be caused to the tenant by granting it will outweigh the advantage to the landlord:

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

It is no doubt true that under Section 2(2) a building has been. defined as not building or hut but also part of a building or hut let separately for residential or non-resi- dential purpose. That would, however, only mean that a part of a building which has been let out or which is to be let out separately can also be construed as a separate and independent building without reference to the other portion or portions of the building where it is not necessary to treat the entire building as one Whole and inseparable unit. A limitation on the definition has been placed by the Legis- lature itself by providing that the application of the definition is subject to the contextual position. Therefore, it follows that where the context warrants the entire build- ing being construed as one integral unit, it

would be inap- propriate to view the building as consisting of several disintegerated units and not as one integerated structure. Secondly there is vast difference between the words "resi- dential building" and "non-residential building" used in Section 10(3)(a)(i) and (iii) on the one hand and Section 10(3)(c) on the other. While Section 10(3)(a)(i) and (iii) refer to a building only as residential or non-residential Section 10(3)(c) refers to a landlord occupying a pan of a building, 'whether residential or non-residential. (Emphasis supplied). Further-more, Section 10(3)(c) states that a landlord may apply to the Controller for an order of evic- tion being passed against the tenant "occupying the whole or any portion of the remaining pan of the building" (Emphasis supplied). If as contended by the appellant each portion of a building let out separately should always be construed as an independent unit by itself then there is no scope for a landlord occupying "a part of a building" seeking eviction of a tenant "occupying the whole or any portion of the remaining part of the building". It is, therefore, obvious that in so far as Section 10(3)(c) is concerned the Legisla- ture has intended that the entire building, irrespective of one portion being occupied by the landlord and the other portion or portions being occupied by a tenant or tenants should be viewed as one whole and integrated unit and not as different entities. To import the expansive definition of the word "building" in Section 2(2) into section 10(3)(c) would result in rendering meaningless the words "part of a building" occupied by the landlord and a tenant "occupying the whole or any portion of the remaining part of the build- ing". The third factor militating against the contention of the appellant is that if a portion of a building let out to a tenant is to be treated in all situations as a separate and independent building then Section 10(3)(c) will be rendered otiose because the landlord can never then ask for additional accommodation since Section 10(3)(a) does not provide for eviction of tenants on the ground of additional accommodation for the landlord either for residential or non-residential purposes. It is a well settled rule of interpretation of statutes that the provisions of the Act should be interpreted in such a manner as not to render any of its provisions otiose unless there are compelling reasons for the Court to resort to that extreme contingency.

Yet another noteworthy feature to be borne in mind is that Section 10(3)(c) is governed by two provisos which is not the case when eviction orders are made under any of the sub-clauses of Section 10(3)(a). The first proviso enjoins the Controller to reject the application of a landlord under Section. 10(3)(c) for additional accommodation, even where the need of the landlord is found to be genuine, if the hardship caused to the tenant by an order of eviction will outweigh the advantage to the landlord by the said order. The second proviso empowers the Controller to give the tenant a reasonable time not exceeding three months in the aggregate to vacate the portion in his occupation and put the landlord in possession thereof. Obviously the second proviso has been made to facilitate the tenant to find alternate residential or non-residential accommodation elsewhere, since the landlord who is already in possession of a portion of the building can put up with the hardship of inadequate accommodation for a period of three months at the most.

The above analytical consideration of the relevant provisions bring out clearly the fallacy contained in and the untenability of the contention that the ground floor occupied by the appellant is a distinct and separate unit and as such the respondents cannot seek his eviction under Section 10(3)(c) of the Act.

This aspect of the matter has been considered in varying degrees in the following decisions and interpreted in ac- cordance with our conclusion; vide Saraswathi Sriraman v.P.C.R. Chetty's Charities, [1972] 2 M.L.J. 515; Mohammed Jarfar v. Palaniappa Chettiar, [1964] 1 M.L.J. 112 and Chellammal v. Accommodation Controller, [1967] 2 M.L.J. 453. Even the Division Bench ruling relied on by Mr. Sampath concedes this position and has observed as follows:

> "Therefore, if the context in a particular provision requires that the word building should not be understood as defined in Section 22, certainly it is open to the Court to give the normal, natural and ordinary meaning which it is capable of and for that purpose, it is not necessary to rely upon any decision. (vide page 153 of the report)."

Taking up now for consideration the second contention, there were conflicting decisions in the Madras High Court and this led to a reference of the case in Thirupathi v. Kanta Rao, [1981] Vol. 1 ILR Madras 128 to a Division Bench. While the Division Bench has taken one view. a Division Bench of the Andhra Pradesh High Court has taken a contrary view on the identical issue. It is perti- nent to state here that the provisions of the Andhra Pradesh Buildings (Lease, Rent and Eviction Control) Act are in pari tnetria with the provisions of the Madras Act in so far as Sections 10(3)(a) and (c) are concerned. The conflict was with reference to the interpretation of Section 10(3)(c) viz. whether a landlord occupying a part of a building for residential purposes is entitled to seek eviction of a tenant occupying the whole or any portion of the remaining part of the building for non-residential purposes for his (landlord's) residential use and vice versa. While it was held in Govindan v. Rajagopal Nadar, [1968] 2 M.L.J. 315 that a landlord can seek eviction of a tenant under Section 10(3)(c) for additional residential purposes only if the tenant also is putting the building to residential use and likewise a landlord can seek additional accommodation for business purposes only if the tenant is also putting the building to non-residential use, it was held to the contrary in Premchand Motichand v. Hatneed Sultan, [1958] 1 M.L.J. 32 (S.N.); P.I. Kurian v. Government of Tamil Nadu, 85 L.W. 364 and Saraswathi Sriraman v. P.C.R. Chetty's Charities (supra). The latter view was taken by Ismail, J., also, as he then was, in an unreported case viz. Rangaswami Reddiar v. Minor N. Jayaraj (C.R.P. No. 2380 of 1977). Subsequently in the referred case, the Division Bench consisting of Ismail, C.J. and Rathnam J. rendered judgment in Thirupathi v. Kanta Rao, (supra). (Ismail, C.J., changing his earlier view) holding that a landlord will be entitled under Section 10(3)(c) to seek additional accommodation for residential purposes only if it is a residential building in the occupa- tion Of a tenant and likewise a landlord can seek additional accommodation for non-residential purposes only if the building is a non-residential one.

The Division Bench has further taken the view that the non obstante clause is only to entitle a landlord to seek eviction even when he is in possession of a portion of a building .belonging to him and nothing more. In a later decision G.N. Rajaram v. Mukunthu N. Venkata- rama Iyer. MLJ 1985(2) 173 the Division Bench ruling has been followed and eviction was ordered of a tenant occupying a room in the ground floor of a residential building for his business purposes. On the other hand a Division Bench of the Andhra Pradesh High Court in K. Parasuramaiah v. Lakshmamma, AIR 1965 220 has held that if a landlord satisfies the Controller that he wants additional accommodation in the same building for his residential or non-residential re- quirements then notwithstanding the user to which the tenant was putting the leased portion. the landord is

entitled to an order of eviction so that he can re-adjust the additional accommoda- tion in the manner convenient to him and it is not necessary that the additional accommodation sought for should be used by the landlord for the same purpose for which the tenant sought to be evicted was using it. In the words of the Division Bench:-

> "Clause (c) makes it twice clear that a land- lord who occupies a part of a building, wheth- er residential or nonresidential can ask for eviction of a tenant occupying another portion whatever may be his requirements, whether residential or non-residential".

For holding so, the Andhra Pradesh High Court has taken the words "notwithstanding anything in clause (a)" as having over riding effect over both the conditions laid down in Section 10(3)(a) and (iii) viz. a landlord (1) not having a building of his own for residential or nonresidential pur- poses; and (2) seeking the eviction of a tenant from resi- dential premises only for residential purposes; and (3) seeking eviction of a tenant from non-residential premises only for nonresidential purposes.

We will now examine for ourselves the interpretation to be given to Section 10(3)(c). In so doing we will first see the legislative intent behind Section 10(3)(c) before con- sidering the thrust given by nonobstante clause in it. Since Section 10(3)(c) provides for both situations viz. a land- lord occupying a part of a building which is residential or non-residential, the sub-clause can be read separately so as to have reference exclusively to a residential building or a non-residential building. In Thirupathy v. Kanta Rao, (supra) the learned Judges have noticed this position and set out Section 10(3)(c) distinctively. But in so doing they have restricted the relief of additional accommodation to the landlord for residential purposes to residential build- ings alone and the relief of additional accommodation for business purposes to nonresidential buildings alone and therein the error has crept in. In our view. this restric- tion is not envisaged by Section 10(3)(c). The proper way of distinctively viewing the Section should be as under:-

> "A landlord who is occupying only a part of a residential building may notwithstanding anything contained in clause (a), apply to the Controller for an order directing any tenant occupying the whole or any portion of the remaining part of the building to put the landlord in possession thereof. if he requires additional accommoda- tion for residential purposes or for purposes of a business which he is carrying on, as the case may be."

> "A landlord who is occupying only a part of a non-residential building may notwithstanding anything contained in clause (a), apply to the Controller for an order directing any tenant occupying the whole or any portion of the remaining part of the building to put the landlord in possession thereof, if he requires additional accommodation for residential purposes or for purposes of a business which he is carrying on, as the case may be."

If clause (3) is construed in this manner there can be no scope for a contention that a landlord cab seek addition- al accommodation for residence only if the building is a residential one and likewise

he can seek additional accommo- dation for business purposes only if the building is a non-residential one.

There are several reasons which persuade us to take this view. In the first place it has to be noted that Section 10(3)(c) stands on a different footing from Section 10(3)(a)(i) and Section 10(3)(a)(iii). It is not a case of a landlord not occupying a residential or non-residential building of his own but a case of a landlord occupying a part of a residential or non-residential building of his own and putting it to such user as deemed fit by him. Since the requirement of additional accommodation by the landlord is with reference to the manner of his user of that part of the building which is in his occupation it is the nature of that requirement that should prevail over the manner of user of the tenant of the portion leased out to him. In other words, the additional accommodation is for extending the user of the building by the landlord to the leased portion for the same purpose for which the portion not leased out is being put to. Such being the case which the landlord is genuinely in need of additional accommodation for residential or non- residential requirements, as the case may be, he can be given relief only it the tenant occupying the other portion of the building is asked to vacate. If it is to be held that Section 10(3)(c) can be invoked only if the nature of the requirement of the landlord and the nature of user of the leased portion by the tenant coalesce then the landlord will be left without any remedy when the nature of his need and the nature of the user of the leased portion by the tenant do not tally. Take for example, a case where a landlord has got grown-up sons and daughters or there is a married son and growing daughters or there are old parents who cannot climb stairs etc. If the landlord is to be refused additional accommodation for residential purposes merely because the tenant is making use of the leased portion for nonresidential purposes the landlord would be placed in an awful predicament. Similarly. if a landlord bona fide requires additional accommodation for his business and his business would suffer serious detriment if he cannot secure additional accommodation, it would cause great hardship and gave injustice to the landlord if he is to be denied accommodation merely because the tenant is making use of the leased portion for residential purposes. It is, therefore, that the Legislature has provided Section 10(3)(c) in its present form so that a landlord bona fide requiring additional accommodation is not confronted with a permanently irremediable situation. In its anxiety that Section 10(3)(c) should fully serve the purpose for which it has been enacted the Legislature has also added the non obstante clause. Having regard to the object of Section 10(3)(c) and the terms in which it is worded there is war- rant and justification for holding that the non obstante clause has been provided to have overriding effect over both the restrictions placed by Section 10(3)(a)(i) and (iii) viz. landlord seeking eviction of a tenant should not be occupying a building of his own and secondly the nature of user of the leased property by the tenant must correspond to the nature of the requirement of the landlord. In construing Section 10(3)(c) it is pertinent to note that the words used are "any tenant" and not "a tenant" who can be called upon to vacate the portion in his occupation. The word "any" has the following meaning:-

> "Some; one out of many; an indefinite number. One indiscriminately of whatever kind or quantity."
>
> Word "any" has a diversity of mean- ing and may be employed to indicate "all" or "every" as well as "some" or "one" and its meaning in a given statute depends upon

the context and the subject matter of the statute.

It is often synonymous with "either", "every" or "all". Its generality may be restricted by context; (Black's Law Dic- tionary; Fifth Edition).

Unless the legislature had intended that both classes of tenants can be asked to vacate by the Rent Controller for providing the. landlord additional accommodation. be it for residential or non-residential purposes. it would not have used the word "any" instead of using the letter "a" to denote a tenant.

Thirdly it is significant to note that there is no reference in clause (c) to the nature of the user of the tenant occupying the leased portion of the building viz. whether he is using it for residential or nonresidential purposes. If it was the intention of the legislature that only a tenant occupying a residential portion of a building can be asked to vacate for providing additional residential accommodation to the landlord and correspondingly a tenant occupying a portion of a building for non-residential pur- poses alone being asked to vacate for the nonresidential requirements of the landlord, the legislature would have provided specific stipulations to that effect in clause (c). On that ground also it must be construed that clause (c) has been provided. in order to enable a landlord to seek the eviction of any tenant occupying the whole or any portion of the remaining part of the building for residential or non- residential purposes for satisfying the additional needs of the landlord irrespective of whether the need is for resi- dential or business purposes.

The words "as the case may be" in sub clause (c) have been construed by the Division Bench of the Madras High Court to mean that they restrict the landlord's right to secure additional accommodation for residential purposes only in respect of a residential building and in the case of additional accommodation for business purpose only to a non-residential building. We are of the view that in the context of sub-clause (c). the words "as the case may be" would only mean "whichever the case may be" i.e. either residential or non-residential.

To sum up, the requirement of additional accommodation pertains to the need of the landlord and the manner of user of the portion of the building already in his occupation and consequently the bona fides of his requirement will outweigh all the restrictions imposed by Section 10(3)(a) i.e. nature of the building. nature of user of the leased portion by the tenant etc. Even so, the Legislature has taken care to safeguard the interests of the tenant by means of the provi- sos to the sub-clause. The first proviso enjoins the Con- troller to balance the interests of the landlord and the tenant and to refuse eviction if the hardship caused to the tenant will outweight the advantage to the landlord by reason of the evicton. The second proviso empowers the Controller to grant adequate time to the tenant upto a maximum of three months to vacate the building and secure accommodation elsewhere. It. there.fore. follows that once a landlord is able to satisfy the Controller that he is bona fide in need of additional accom- modation for residential or non-residential purposes and that the advantage derived by him by an order of eviction will outweigh the hardship caused to the tenant, then he is entitled to an order of eviction irrespective of any other consideration.

In the light of our conclusion we approve the ratio in K. Prasuramaiah v. Lakshmamma, (supra) and disapprove the ratio in Thirupathy v. Kanta Rao. (supra). The third and fourth question posed for consideration do not present any difficulty. The Rent Controller has gone into the question of comparative hardship and rendered a finding in favour of the respondents. The High Court has observed that the Appellate Authority. while reversing the order. has failed to take due note of relevant materials placed by the respondents. The High Court has, therefore, held that the Appellate Authority's findings have been vitiated because of its non-advertance to the evidence and the apparent errors noticed in its assessment of the compar- ative hardship between the parties. In so far as the High Court interfering with the findings of the Appellate Author- ity is concerned, the High Court has justified its action by pointing out that Appellate Authority had applied wrong tests and had also failed to give effect to unchallenged findings of the Rent Controller and hence the order of the Appellate Authority suffered from manifest errors in the exercise of its jurisdiction. The High Court was, therefore. entitled to allow the revision and consequently the third and fourth contentions also fail.

In the result we find no merit in the appeal and accord- ingly it will stand dismissed. Mr. Sampath, learned counsel for the appellant made a request that in the event of the appeal being dismissed, the appellant should be given suffi- ciently long time to secure another godown and shift his stock of goods to that place. Mr. Padmanabhan learned coun- sel for the respondents very fairly stated that the respond- ents are agreeable to give time to the appellant till 31.12.87 to vacate the leased portion. Accordingly we order that in spite of the dismissal of the appeal the appellant will have time till 31.12.87 to vacate the ground floor premises in his occupation and deliver peaceful and vacant possession to the respondents subject however to the appel- lant filing an under-taking in the usual terms in this behalf within 4 weeks from today failing which the respond- ents will be entitled to recover possession of the building forthwith. The parties will bear their respective costs.

P.S. S Appeal dis-
missed.