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CRITICAL ANALYSIS OF THE UTTAR PRADESH REGULATION OF URBAN PREMISES TENANCY ACT, 2021

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A. Introduction

The Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 (Uttar Pradesh Nagreeya Parisar Kirayedaari Viniyam Adhiniyam, 2021)¹ is a new legislation passed by the Uttar Pradesh legislature and assented by the Governor on August 24, 2021 which aims to establish the terms and condition between the landlord and the tenant. This act establishes Rent Authority and Rent Tribunal and regulates the renting of premises and protects the interest of the landlord and tenants. This act provides speedy mechanism for disposal of rent related disputes through Rent Authority and Rent Tribunal.

Regulation of landlord-tenant relationship has long been a concern in area of housing related policy in India. Balancing the interest of landlord and tenant has become a crucial aspect than ever before in highly populated urban areas due to factors such as urban migration due to work and better opportunities, housing shortages in urban areas. The Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 is an important piece of legislation aimed at modernizing tenancy laws in the state. Enacted in conformity with Model Tenancy Act, 2021 this act was enacted by the central government in June 2021 which serves as an example for the States and Union Territories to enact their own tenancy law as per Model Tenancy Act.

The landlord and tenant relationship has its roots in feudalism, a system of land use and ownership that flourished in Europe between the tenth and thirteenth centuries. Under feudalism land was owned and controlled by a military or political sovereign ruler. This ruler gave portions of land he or she owned to another person, called a lord. The lord, in turn, could allow another person, called a vassal, to use smaller portions of the lord's land. The vassal

¹ Uttar Pradesh Legislature. (2021). Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021. In Uttar Pradesh Gazette (Legal No. 788(2)/LXXIX-V-1-21-1-ka-16-2021).
https://www.indiacode.nic.in/bitstream/123456789/21157/1/english_16_of_2021.pdf

pledged allegiance and military or other service to the lord in exchange for the right to live and work on the land.²

A landlord is the person who owns the house/flat and allows the person to use the property for a consideration to be paid by the person who is called the tenant. Both the owner of the premises and the person wants to live on that premises comes under the relationship of landlord and tenant by virtue of a lease or a rental agreement which means that they are recognized under law as landlord and tenant. In Landlord and Tenant relationship the parties are generally called lessor (Landlord) and lessee (tenant).

It is important to note that land is a state subject, an aspect covered completely by the states. The states are, therefore, governed by their own rent control acts and many have amended them from time to time.³

B. Objectives of the Act

The primary objectives are –

- To protect the rights of landlord and tenants by defining their rights and responsibilities and minimizing disputes.
- To prevent unlawful eviction of tenant and to ensure that the eviction can only be carried out through legal means.
- To regulate the renting of the premises
- To encourage the growth of rental housing as a viable housing option especially in urban areas by creating a fair and transparent legal framework.
- To expeditiously resolve the matters related to tenancy through a special forum for adjudication.

C. Salient Features of 2021 Act

1. Mandatory Written Tenancy Agreements –

This act mandates that no person shall rent any premises without an agreement in writing details of which has to be informed to the Rent Authority by both the landlord and tenant Jointly within 2 months from the date of tenancy agreement.

² Unknown, U. (n.d.). Landlord and tenant. <https://bbkcollege.co.in/online/attendance/classnotes/files/1735202658.pdf>

³ Ojha, S. (2022, July 29). Noida elderly couple case: What do Tenancy Laws say. *India Today*. <https://www.indiatoday.in/india/story/noida-elderly-couple-case-what-do-tenancy-laws-say-1981241-2022-07-29>

2. Digital Record –

- Digital Platform to be introduced in Hindi or English language for submission of documents and keeping of records regarding tenancy.
- Form related to information of tenancy is to be uploaded.
- Unique Identification Number (UIN) is to be provided to the Landlord and Tenant for each registered tenancy.

3. Establishment of Rent Authority and Rent Tribunal –

Rent Authority and Rent Tribunal was established for speedy disposal of cases related to tenancy disputes where application regarding dispute is to be filed before the Rent Authority and the appeal against the order of the rent authority is to be filed before the Rent Tribunal.

4. Security Deposit –

Security deposit shall be paid by the tenant in advance and such deposit-

- Shall not exceed 2 months rent in case of residential premises.
- Shall not exceed 6 months rent in case of non-residential premises.

5. Revision of Rent –

- Rent payable is to be increased at the rate of 5% per annum in case of residential accommodation.
- Increase of 7% per annum in case of non-residential premises.

Rate of increase of rent will be compounded on yearly basis.

6. Speedy Disposal

All disputes before the Rent Authority and Rent Tribunal must be adjudicated within 60 days as compared to the prolonged litigation under older act. If such adjudication is not completed within 60 days the rent authority or rent tribunal shall record the reasons in writing for not disposing the application or appeal.

7. Landlord Cannot Enter without Notice

Landlord or property manager has to serve a notice to the tenant 24 hours before the time of entry notice can be served in writing or through electronic and notice shall specify the day, time and reason for entry.

8. Civil Court Cannot Adjudicate

Act of 2021 bars the jurisdiction of the civil court to entertain any suit which relates to the provision of the act.

9. Restrictions on Sub-letting

The tenant cannot sublet the rental premises without entering into a supplementary agreement

with the landlord, which allows the subletting of the premises by the tenant.

D. Analysis of Important Sections and Rules under the new act of 2021⁴

Section 3 (Act not to apply to certain premises) –

- Premises owned by the Central Government, State Government, UTs, Government Undertaking or enterprises, statutory body or Cantonment Board.
- Premises owned by the company, university or organisation given to its employees as part of services contract on rent.
- Premises owned by religious or charitable institution.
- Premises owned by auqaaf registered under Waqf Act, 1995 or by any public trust registered under applicable law.
- Other building or category of buildings specifically exempted in public interest by notification of State Government.

Section 4 (tenancy agreement) –

- (1) No person shall let on rent any premises except by the agreement in writing particulars of which is to be informed to Rent Authority by landlord and tenant jointly in the form specified (information of tenancy form in First Schedule) within a period of two months from the date of tenancy.

Landlord and tenant are not required to inform the rent authority about such tenancy in case of residential tenancy of a period less than 12 months (11 months tenancy).

- (2) Where landlord or tenant failed jointly to inform the execution of the tenancy agreement both shall separately inform to the rent authority about the tenancy agreement within a period of one month from the date of expiry of period of two months.
- (3) Where an agreement in writing was entered into between landlord and tenant they shall jointly present a copy to the rent authority within three months from the date of commencement of this act and where no such agreement in writing was entered into they shall enter into a agreement in writing and present the same before the Rent Authority within three months from commencement date of this act.

Where both failed to jointly present a copy of tenancy agreement or failed to reach an agreement within specified period they shall separately filed it within one month from

⁴ Uttar Pradesh Legislature. (2021). Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021. In Uttar Pradesh Gazette (Legal No. 788(2)/LXXIX-V-1-21-1-ka-16-2021).

the date of expiry of period (three months).

If the Landlord has submitted his particulars and the tenant has failed to submit such particulars before the rent authority, then the tenant can be evicted on this ground alone, which gives a ground for eviction to the landlord.

(4) The information provided shall be the conclusive proof of the facts relating to tenancy.

When there is no tenancy agreement u/s 4, can the landlord file an application for eviction under section 21?

Amit Gupta versus Gulab Chandra Kanodia 2022⁵

Held – jurisdiction of rent authority under 2021 Act is limited to dispute relating to tenancy agreement. If no agreement in writing as per Section 4 (3) has been submitted, then the tenant can be evicted then the tenant is evicted on this condition only when the landlord has submitted the particulars. When the landlord also fails to submit the particulars of the tenancy agreement and tenant also doesn't comply with the section 4(3) of UP act no 16, then no eviction for the tenant has been provided and remedy for the landlord is to institute a regular suit for eviction.

Amarjeet vs Smt Shiv kumari yadav 2024⁶

Held – intention of legislature for requiring both landlord tenant to inform rent authority within certain time period as per section 4 is to treat the information as conclusive proof of matters relating to tenancy. It is sine qua non for maintaining an application under Section 21 (2) of the Act when such tenancy is admitted.

Vishal Rastogi vs Rent Controller/ Additional District Magistrate (Judicial) And Another 2024

Held – a tenancy agreement can be in writing or oral, and there is no express Provision in the U.P. Act No.16 of 2021 that it excludes and does not recognize oral tenancy agreement between the parties. Thus, it can be safely said that the legislature by incorporating term “tenancy agreement submitted to it as specified in the First Schedule” did not bar the jurisdiction of the Rent Authority to entertain the application under Section 21(2) of the U.P. Act

No.16 of 2021 in case information specified in the Schedule-I relating to tenancy agreement has not been submitted to the Rent Authority⁷.

⁵ SCC Revision No. 158 of 2022

⁶ WRIT - A No. - 3023 of 2024

⁷ Vishal Rastogi vs Rent Controller/Additional District Magistrate (Judicial) And Another WRIT - A No. - 12878 of 2024

Diwakar Singh vs Shashank Rajpoot 2024

Held - Court has held that even if the tenancy agreement is not registered under Section 4 of the U.P. Act No.16 of 2021, the eviction application before the Rent Authority under Section 21 of the U. P. Act No.16 of 2021 is maintainable⁸.

Shrawan Srivastava And Another vs. Smt.Shimla Devi 2023

Held – court has upheld the bonafide need and comparative hardship in favour of landlady⁹.

Alok Gupta vs. District Judge Rent Tribunal And 2 Others 2023

Held – intention of the legislature for requiring both the landlord and tenant to inform the rent authority about the tenancy as specified in Form 4 of first schedule is to treat the information as conclusive proof of the facts related to the tenancy. it is sine qua non for maintaining an application under section 21(2)¹⁰.

The same was also upheld by the Apex Court in **Alok Gupta vs SHRI THAKUR JI, BALDAU JI, AND SHRI KRISNAJI SWAMI SHRI SATUWA BABA TRUST**¹¹ and **Ankit Nanda vs Anjali Gupta & Ors**¹²

So the landlord can file an eviction suit under section 21 (2) when the particulars as specified in first schedule as per the requirement of section 4 are not submitted by him to the rent authority but when the tenant doesn't submit the tenancy information to the rent authority, it becomes the ground for eviction of tenant.

Section 6 (Successor rights and obligation in case of death) –

- (1) The landlord tenant agreement is binding on their successors. In the event of death, the successor will have the same rights and obligations as agreed upon in the agreement. Successor has been living in the premises with tenant up to the death only then such successor will have the same right.

Section 10 (Rent Authority to determine the revised rent in case of dispute) –

- (1) Rent Authority has the jurisdiction to decide the dispute regarding the revision of rent in resolving such disputes between the landlord and tenant the rent authority can revise the rent on the basis of prevailing market rates in the surrounding areas let out on rent.

⁸ Diwakar Singh vs Shashank Rajpoot MUA227 No. 12766/2024

⁹ WRIT - A No. - 6755 of 2023

¹⁰ Alok Gupta vs. District Judge Rent Tribunal And 2 Others,

¹¹ SLP(C) Nos. 11320-11336/2024

¹² SLP (C) No(s). 10671/2024

- (2) Such revision of rent by the rent authority protects the interest of both the landlord and tenant, interest of landlord is protected in the sense that the tenant has to pay the rent as prevailing in the surrounding market and the interest of tenant is protected in the sense that the landlord cannot exorbitantly increase the rent more than the prevailing rates.

Section 14 (Deposit of Rent with the Rent Authority)

Read with Rule 6 of U.P. Regulation of Urban Premises Tenancy Rules, 2021

- (1) Where the landlord refuses to accept the rent, the tenant can deposit the rent to the rent authority, mentioning the period during which the rent was deposited; however, the tenant must send the rent to the landlord consecutively for two months, and if the landlord refuses, then only the tenant is eligible to deposit the rent to the Rent Authority.
- (2) **Rule 6** – any person wants to deposit the rent under section 14 has to apply in Form-4 with an affidavit, such deposit shall be in the name of rent authority which is to be deposit by the rent authority in savings bank account in any of the nationalized bank.

Section 20 (essential supply) –

- (1) Landlord or his property manager cannot withhold essential supplies or services in the premises occupied by the tenant.
- (2) Rent Authority after hearing the parties can award compensation not exceeding two months rent to be paid by the person responsible for withholding the essential supply.
- (1) When it is found by the rent authority that the application is frivolous penalty is levied by the rent authority which is twice the monthly rent.

Section 21 (Protection of tenant against eviction) Read with Rule 7 of Tenancy Rules, 2021 -

- (1) Tenant cannot be evicted during the continuance of tenancy agreement unless mutually agreed upon in writing between both the parties.
- (2) Where the ownership changes due to purchase of the property by the new owner through sale deed and such premises was in the occupation of tenant before such purchase, in that case the new owner cannot file an application for recovery of possession unless the period of one year has completed from the date of such purchase or expiry of tenancy agreement, whichever is earlier. Landlord has to inform the tenant regarding such acquisition within one month, no such eviction when tenant pays the arrears of rent within one month of demand notice.

Grounds of Eviction –

The rent authority can make the order of eviction against the tenant on these grounds -

- (a) Tenant doesn't agree to pay the rent payable under section 8.
- (b) Tenant has not paid the arrears of rent and other charges payable under section 13(1) for two consecutive months or any interest for delayed payment within a period of one month from the date of service of demand notice.

One year time for members of the armed forces of union in whose favour certificate of service has been issued under the Indian soldiers (litigation) Act, 1925 or martyr soldiers.

- (c) Tenant has parted way with the premises without the written consent of the landlord.
- (d) If the tenant uses the premises for purposes other than those agreed upon and uses premises in such a way which causes public nuisance or damage to the property or for immoral or illegal purposes.
- (e) When the property is required by the landlord to carry out any repair, construction, demolition, alteration, addition in respect of premises. After such repair or construction tenant may be allowed to reoccupy the premises.
- (f) Tenant even after given of the written notice to vacate the premises, fails to do so.
- (g) Tenant has carried out any structural changes or erected any permanent structure without landlords consent.
- (h) Tenant has sublet the whole or any part of the premises.
- (i) When the tenancy agreement is expired.
- (j) Premises are occupied by any person who is not the family member of tenant.
- (k) Premises are required by the landlord for its own use.

Kanahaiya Lal Arya vs Md.Ehshan & .ors 2025 INSC 271

It was held in this case by the hon'ble supreme court that the landlord is the best judge to decide which of his property should be vacated to satisfy his particular need. The tenant has no role in dictating which premises the landlord should get vacated for his need¹³.

Kanaklata Das v. Naba KumarDas (2018) 2 SCC 352

Landlord has to prove two things to claim the eviction decree against his tenant –

- Relationship of landlord and tenant between the parties.

¹³ Kanahaiya Lal Arya vs Md.Ehshan & .ors SLP (C) No. 21965 of 2022

- The ground on which the plaintiff/landlord has sought the eviction of the tenant/defendant under rent act.

Mahesh Chandra Agarwal vs Rent Tribunal 2023

Under sub section 2(m) of section 21 landlord has only need to demonstrate that the premises are required by him in his existing form or after demolition for the purpose of its occupation, under the old act of 1972 landlord has to show the comparative hardship and bonafide requirement but the act of 2021 excluded such bonafide requirement¹⁴.

Ragavendra Kumar v. Prem Machinery & Co¹⁵

it was held that it is the well settled law that the landlord is the best judge to decide whether the premises is required by him for residential and business matter and he got the complete freedom in this matter.

Prativa Devi v. T.V. Krishnan¹⁶

In this case the landlord/plaintiff wanted eviction of the tenant from the suit premises for the purpose of starting his own business, the court has granted decree in the favour of the landlord.

Sardar Jagmohan Singh vs Sri Jai Prakash Bajpai¹⁷

The legal position is very clear on the point that it is the landlords choice to decide how a particular building or any part of it is to be used, or to establish any business therein such decisions must be considered his point of view only.

Section 22 (Requirement of the property by the legal heirs in case of the death of the landlord) -

- (1) In case of death of the landlord, if the legal heirs want the premises for their occupation they can move an application before the rent authority for the eviction and recovery of possession of the premises.
- (2) Rent authority after being satisfied that the premises is required by the legal heirs, may pass necessary orders for eviction against the tenant.

¹⁴ WRIT - A No. - 7791 of 2023

¹⁵ (2000) 1 SCC 679

¹⁶ (1996) 5 SCC 353

¹⁷ WRIT - A No. - 698 of 2025

Section 23 (enhancement of rent in case of refusal to vacate) -

- (1) Tenant failed to vacate the premises on the expiration or termination of rent agreement, such tenant is liable to pay to the landlord –
 - (a) Twice the monthly rent for first two months of continued occupation
 - (b) Four times the monthly for each subsequent months until the tenant vacates the premises.

Section 30 (Rent Authority) –

- (1) District Collector (DM) appoints an officer not below the rank of Additional District Magistrate (ADM) and such officer as appointed by the DM shall act as Rent Authority.

Note – Rent Authority is generally presided by the ADM, all the cases for the eviction of the premises and enhancement of rent has to be filed before the Rent Authority.

Section 32 (Rent Tribunal) –

- (1) Rent tribunal is presided over by the District Judge or by Additional District Judge.

Note- Rent Tribunal is generally presided by the ADJ; all the appeals against the order of rent authority shall be filed before the rent tribunal.

Section 33 (Procedure of Rent Authority and Rent Tribunal) –

- (1) Rent authority and rent tribunal has the power to regulate its own procedure –
 - (a) Landlord or the tenant has to file an application or appeal before the rent authority or rent tribunal and the application has to be accompanied by an affidavit.
 - (b) The rent authority or rent tribunal then issues the notice to the opposite party with copy of application or appeal.
 - (c) Then the opposite party files their reply accompanied by an affidavit and document.
 - (d) Applicant may file a rejoinder to the reply of the opposite party.
 - (e) Rent authority or rent tribunal then fixes a date of hearing.
- (2) Rent authority or tribunal shall dispose the case within sixty days, where rent authority or tribunal has to record its reason when it fails to dispose the application or appeal within abovementioned time frame.
- (3) Provisions of Code of Civil Procedure are applicable for the purpose of service of notice.
- (4) Rent authority or tribunal cannot allow more than three adjournments at the request of the party.

- (5) Application under Section 21 (2) (a), (b), (e), (f), (g) or under section 22 is to be decided within 90 days and application filed under Section 21(2), (c) and (d) is to be decided within 30 days from the date of filling of application.

Ramesh Chandra Pachauri v The Rent Authority Additional And Another¹⁸

Held – writ petition is disposed with the direction to the rent authority to dispose the application within a period of 60 days as per the requirement of Section 33(2) of U.P. Regulation of Urban Premises Tenancy Act, 2021.

Section 34 (Power of Rent Authority and Rent Tribunal) –

Rent authority and rent tribunal has the same power of civil courts under civil procedure code, 1908 for the purpose of –

- (a) Summoning and examination on oath.
- (b) Discovery and production of documents.
- (c) Examination of the witness or documents.
- (d) Issuing commission for local investigation.
- (e) Receiving evidence on affidavits
- (f) Dismissing an application or appeal or deciding it ex parte.
- (g) Setting aside any order of dismissal of any application or appeal or any order passed ex parte.

An order passed by the rent authority shall be executable as a decree of a civil court

Section 35 – Appeal

- (1) Any person aggrieved by the order of the Rent Authority may file an appeal before the Rent Tribunal along with certified copy of such order which he wants to challenge before the Rent Tribunal such appeal is to be filed within the period of 30 days from the date of the order.
- (2) Appeal will not be admitted by the Rent Tribunal unless the appellant makes a pre-deposit of 50% of the entire amount payable under the Impugned order of the Rent Authority.

Mayank Mittal vs District Judge/Rent Tribunal and 2 others¹⁹

The issue was raised in this judgment that neither Section 35(1) of the Act nor Rule 12 of the

¹⁸ WRIT - A No. - 7498 of 2023

¹⁹ WRIT-A No. – 4307 of 2024

UP Regulation of Urban Premises Tenancy Rules 2021 specifies where the pre-deposit amount would be payable, and neither does Form-9, which is the form used to file an appeal, specify where the pre-deposit is to be made. To which the court clarifies that the pre-deposit is required to be submitted with the Rent Authority through postal money order or on account payee cheque or by any digital mode in the name of rent authority and file the receipt of the pre-deposit along with appeal memo before the Rent Tribunal.

- When an appeal is filed, the notice and copy of the appeal memo must be served to the respondent. A hearing date must be fix no later than 30 days after the notice is served to the respondent, and the appeal must conclude within 60 days from the date of service of notice.
- Rent tribunal may allow filling of document at any stage of proceeding in appeal in the interest of arriving at a proper and just decision no such documents shall be allowed more than once during the hearing.
- Rent Tribunal while deciding the appeal has the power to modify, confirm and set aside the order of the Rent Authority.

Rule 12 of Tenancy Rules 2021 –

Appeal under section 35 is to be filed in the format given under Form-9 (Appeal Memorandum) which is to be signed by the appellant and presented either in person or through counsel submitted to the Rent Tribunal. Act of 2021 allows the service of such appeal memo to the respondent through electronics means i.e. WhatsApp or Email-ID. Certified copy of rent authority order against which the appeal is filed before the rent tribunal is to be attached.

Section 36 (Execution of Order) –

- (1) Rent authority on an application filed by any of the party execute any order made by the tribunal or any other order under the act in the following manner –
 - (a) Delivering possession of the premises.
 - (b) Attachment of one or more bank account of the opposite party for recovery of the amount.
 - (c) Appoint any advocate or any competent person (officers of Rent Authority, local administration) for the execution of order.
 - (d) Attachment of salary of opposite party.
 - (e) Attachment and sale of immovable and movable property of opposite party.

(2) Rent authority may also take help from local police for execution of its order but the cost of which has to be paid by the landlord.

(3) Disposal of execution to be made in summary manner within a period of 30 days from the date of service of notice.

Note - It is the important section which gives the power to the landlord to execute the orders passed by the rent authority or rent tribunal. For execution of order an execution application under section 36 read with rule 13 shall be made in Form-10 as given under Up Urban Tenancy Rules, 2021 is to be filed before concerned the rent authority.

Rule 13 of Tenancy Rule, 2021 (Procedure to be followed by rent authority) –

(1) An application to execute the order of rent authority or rent tribunal to be made in Form – 10 before the concerned rent authority, accompanied by a supporting affidavit declaring that no stay order operates or no proceeding is pending regarding the said order.

(2) Rent Authority issues the notice to the opposite party to show cause within 7 days to file their objection against the proposed execution of order. No such objection is filed unless the service of such objection is made to the appellant through email, WhatsApp and registered post by the opposite party.

Rent authority taking help from the police for execution of order has to sent the request in Form -11 to the Superintendent of Police, who directs the Station house office to execute such order within 15 days either by himself or through a sub-inspector.

E. Why it is better than the 1972 Act -

The *Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021* represents a modern and reform-oriented shift from the outdated *Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972*. By emphasizing contractual tenancies, mandating written agreements, and encouraging transparency through registration with the Rent Authority, the Act seeks to strike a balance between protecting landlords' property rights and regulating urban tenancy in a fair manner.

Compared to the 1972 Act, which heavily favored tenants and created a stagnant rental housing market due to rent control and eviction restrictions, the 2021 Act is more balanced and market-friendly. It promotes confidence among landlords by ensuring time-bound resolution of disputes and preventing arbitrary occupation of premises. As a result, it incentivizes landlords

to rent out vacant properties, potentially reducing the housing shortage in urban areas and contributing to better housing availability.

F. Why the 2021 Act is Better than the 1972 Act

- 1. Time-Bound Eviction Process** - Under the 1972 Act, eviction was a long and highly litigated process with limited grounds available to landlords²⁰, often leading to tenants occupying premises indefinitely. The 2021 Act introduces a structured, less time consuming process by allowing eviction on various grounds and as per the tenancy agreement entered between the landlord and tenant, while ensuring that the tenant is given due notice and the opportunity to vacate peacefully²¹.
- 2. Mandatory Written Agreement-** There is no mandate of written tenancy agreements in 1972 act, leading to disputes between landlord and tenant. The 2021 Act requires all tenancies to be documented and registered with the Rent Authority, which reduces any ambiguity and such record of tenancy is to be upload on website maintained by the state government, creating a formal legal record of the tenancy agreement.
- 3. Rent Authority and Rent Tribunal** - The 2021 Act creates dedicated authorities to deal with tenancy-related disputes—namely, the Rent Authority and Rent Tribunal for quicker and speedy redressal. The 1972 Act relied on civil courts, where tenancy disputes were often delayed due to a backlog of cases.
- 4. Balanced Safeguards for Tenants** - While the 1972 Act is more tenant centric act, which result in prolonged litigation and indefinite possession of premises by the tenant. The 2021 Act introduces tenant protections in a more structured form, such as advance notice before eviction, timely refund of security deposit and advance rent, cap of two months on security deposit, and a prohibition on arbitrary rent hikes during the tenancy agreement period. These measures safeguard tenant rights without compromising landlord rights.
- 5. Encouragement of Market Participation** -The older regime led to the withdrawal of properties from the rental market due to landlord fears of losing control over their property. The 2021 Act encourages landlords to rent out their premises by ensuring enforceability of contract terms, which could help address urban housing shortages and reduce informal tenancy arrangements.

²⁰ *The Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act*, No. 13 of 1972, §§ 20–21.

²¹ *The Uttar Pradesh Regulation of Urban Premises Tenancy Act*, No. 16 of 2021, § 4(2).

6. **Flexible Rent Determination** - Unlike the 1972 Act, which often imposed artificially low rents that failed to reflect market realities, the 2021 Act allows landlords and tenants to mutually agree upon the rent and decide rent as per prevailing market rates.
7. **Efficient Dispute Resolution** - The Rent Authority under the 2021 Act is empowered to resolve issues such as rent refund, wrongful withholding of premises, and disputes related to agreement breaches, providing a simpler and faster route than traditional civil litigation under the earlier Act.

G. Scope for Improvement

Despite its advantages, the 2021 Act can be further strengthened. Key improvements include:

- Introducing safeguards for tenants from vulnerable socio-economic backgrounds;
- Recognizing and integrating informal tenancies into the formal framework;
- Providing more clarity on transitioning existing tenancies under the new regime;
- Strengthening implementation through public awareness campaigns and digital registration platforms;
- Enhancing the functional capacity of Rent Authorities through training and infrastructure development

H. Conclusion

The Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 marks a significant shift from the antiquated rent control regime previously governed by the Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972. In aiming to create a more balanced framework for landlord-tenant relations, the new Act emphasizes contractual freedom, encourages property owners to rent out vacant premises without fear of protracted litigation, and promotes transparency through mandatory registration of tenancy agreements.

However, a critical analysis reveals both strengths and shortcomings. While the Act effectively addresses concerns of landlords by reducing their procedural burden and safeguarding ownership rights, it does so at the potential expense of tenants, especially those in economically weaker sections, by offering limited protection against arbitrary eviction and rent hikes. The lack of provisions for rent control and the exclusion of informal tenancies could lead to increased housing insecurity in urban areas.

Furthermore, practical implementation remains a challenge. Without adequate infrastructure, public awareness, and a well-functioning rent authority, the law's intended benefits may remain unfulfilled. There is also a need for clarity on transitional provisions and dispute resolution mechanisms to ensure uniform application across the state.

In conclusion, while the 2021 Act is a progressive step towards modernizing tenancy law in Uttar Pradesh, its success will ultimately depend on robust implementation, continuous monitoring, and timely amendments that ensure it remains equitable and accessible to all stakeholders—landlords and tenants alike. A nuanced and adaptive approach will be essential for the law to achieve its objective of fostering a fair, efficient, and vibrant rental housing market.

