

**Meera Devi (D) Thr. Lr.
v.
Dinesh Chandra Joshi (D) Thr. Lrs.**

(Civil Appeal No. 5577 of 2014)

19 September 2024

[J.K. Maheshwari and Rajesh Bindal,* JJ.]

Issue for Consideration

When the case falls in the category where the respondent-tenant has failed to comply with the order passed by the Supreme Court directing payment of rent.

Headnotes[†]

Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 – Eviction of the respondent-tenant was sought by the appellant-landlady on the ground of non-payment of rent:

Held: A perusal of the paperbook shows that notice was issued on 02.01.2014 in the Special Leave Petition – Vide order dated 02.05.2014, leave was granted and a perusal of the same order shows that during the pendency of the appeal the respondent-tenant was directed to pay rent at the rate of ₹4,000/- per month – Legal representative of M, filed an affidavit dated 21.02.2024, in which it has been stated that respondent-tenant has not paid the amount fixed by this Court from March 2017 – In reply to the aforesaid affidavit, no response was filed by the respondent-tenant – In any rent proceeding, the Courts can always take the subsequent facts into consideration, which may be relevant – Here is a case where the respondent-tenant has failed to comply with the interim order passed by this Court regarding payment of rent during the pendency of the appeal before this Court, and hence, is in default – In any proceeding of eviction of tenant on the ground of non-payment of rent, he is not only bound to offer the arrears of rent on account of non-payment of which eviction is sought for but also to pay the future rent regularly, either at the amount agreed between the parties or as fixed by the Court – Even on failure to pay the rent during the pendency of the litigation also the tenant is bound to be evicted – In view of the above, this Court is of the view that

* Author

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the case falls in that category where the respondent-tenant has failed to comply with the order passed by this dated 02.05.2014, directing payment of rent at the rate of ₹4,000/- per month, from March 2017 onwards – Hence, the respondent-tenant, who is now represented through his legal representatives/heirs, is directed to be evicted forthwith. [Paras 7, 8, 9, 10]

List of Acts

Transfer of Property Act, 1882; The Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972.

List of Keywords

Eviction; Rent; Default in payment of rent; Rent proceeding; Eviction of tenant; Non-payment of rent; Arrears of rent.

Case Arising From

CIVIL APPELLATE JURISDICTION : Civil Appeal No. 5577 of 2014

From the Judgment and Order dated 29.03.2012 of the High Court of Judicature at Allahabad in CMWP No. 30694 of 2006

Appearances for Parties

Praveen Swarup, Ameet Siinigh, Ms. Pareena Swarup, Ravi Kumar, Ms. Archana Sharma, Govind Kumar Seth, Devesh Maurya, Ms. Payal Swarup, Advs. for the Appellant.

Judgment / Order of the Supreme Court

Judgment

Rajesh Bindal, J.

1. The landlady is in appeal before this Court impugning the judgment of the High Court¹ passed in Writ Petition² filed by the respondent-tenant. The challenge in the Writ Petition was against the common judgment dated 12.05.2006 passed by Additional District Judge, Jhansi in SCC Revision No. 40 of 2003 and SCC Revision

1 High Court of Judicature at Allahabad

2 Writ – A No. 30694 of 2006

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No. 47 of 2003, filed by the respondent-tenant and appellant-landlady, respectively.

2. As is evident from a perusal of the orders passed in the case in hand, eviction of the respondent-tenant was sought by the appellant-landlady on the ground of non-payment of rent. The Eviction Suit³ was filed by the appellant-landlady claiming that she is the owner of the House No. 129 situated at Laxmi Gate, Jhansi where the respondent-tenant, now represented through legal representatives, was inducted as a tenant on monthly rent of ₹5.26. The allegation was that the respondent-tenant had not paid the rent since 14.09.1991. The appellant-landlady got the notice⁴ under Section 106 of the Transfer of Property Act, 1882 served on respondent-tenant on 15.11.1997 but no rent was paid till 15.12.1997. It was at this stage that the suit for recovery of arrears of rent and eviction of the respondent-tenant was filed.
 - 2.1 The Trial Court decreed the suit directing the respondent-tenant to handover vacant possession of the property in question to the appellant-landlady within one month besides payment of compensation at the rate of ₹50/- per month from the date of filing of the suit.
 - 2.2 Aggrieved, against the judgment passed by the Trial Court, both the parties preferred separate revisions before the Additional District Judge, Jhansi. The grievance of the appellant-landlady was against the part of the Trial Court judgment holding the deposit of rent made by the respondent-tenant under Section 30(2)⁵ of the Act as valid, whereas the respondent-tenant had challenged the judgment of the Trial Court against the direction of eviction of respondent-tenant from the property in question along with compensation.
3. The revision filed by the respondent-tenant was partially allowed only to the extent that the rate of damages as fixed by the Trial Court was reduced from ₹50 to ₹5.26 per month. Whereas the revision filed by the appellant-landlady was allowed holding that the deposit

³ SCC Suit No. 107 of 1997

⁴ Dated 11.11.1997

⁵ The Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 [U.P. Act No. 13 of 1972]

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of arrears of rent by the respondent-tenant under Section 30(2) of the 1972 Act was not valid. The respondent-tenant challenged the aforesaid common judgment passed by the Revisional Court before the High Court by filing Writ Petition bearing Writ-A No. 30694 of 2006. The same was allowed by the High Court. As a consequence, the suit filed by the appellant-landlady was dismissed.

4. Admittedly, Moti Lal was the owner of the property in question. Son of Moti Lal, i.e., Ram Sevak had predeceased him and when Moti Lal died intestate on 08.02.1982, his widow Gomti Bai and Meera Devi, his daughter-in-law (widow of Ram Sevak), inherited the property in question. One Pramod Kumar Pandey staked his claim in the property in question through an unregistered Will⁶ allegedly made by Late Moti Lal in his favour. Gomti Bai and Meera Devi filed a suit⁷ seeking declaration that the unregistered Will is fake, illegal and void, and Pramod Kumar Pandey has no right on the basis of the said Will in the property in question. The suit was decreed in favour of Gomti Bai and Meera Devi whereby the Court pronounced that Late Moti Lal died intestate on 08.02.1982 leaving behind Gomti Bai and Meera Devi as his legal heirs, and the alleged unregistered Will is forged, fabricated, illegal and void, and Pramod Kumar Pandey does not have any right in the property in question. Consequently, Gomti Bai and Meera Devi became owners of the property in question. So, ownership of the appellant-landlady is not in dispute.
5. A perusal of the paperbook shows that notice was issued on 02.01.2014 in the Special Leave Petition.⁸ Vide order dated 02.05.2014, leave was granted and a perusal of the same order shows that during the pendency of the appeal the respondent-tenant was directed to pay rent at the rate of ₹4,000/- per month. The basis therefor was that during the pendency of the Writ Petition before the High Court, an interim order⁹ was passed directing the respondent-tenant to pay the rent at the rate of ₹4,000/- per month. The said order was challenged before this Court and upheld *vide* order dated 11.12.2006 passed in Special Leave Petition (Civil) No. 19859 of 2006.

6 Dated 04.02.1982

7 Original Suit No. 278 of 1986

8 Special Leave Petition (Civil) No. 24655 of 2012

9 Dated 18.10.2006

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6. The order dated 02.05.2014 is extracted below :

“Leave granted.

We notice that by order dated 18.10.2006, the Allahabad High Court had directed the respondent to pay rent at the rate of ₹4,000/- (Rupees four thousand only) per month. The said order was carried in appeal to this Court and this Court vide order dated 11.12.2006 dismissed the special leave petition.

We, therefore, direct the respondent to pay rent at the rate of ₹4,000/- per month to the petitioner during the pendency of this appeal.”

7. When the matter was taken up before this Court for final disposal, Shobha Devi Tripathi, daughter and legal representative of Late Meera Devi, filed an affidavit dated 21.02.2024. In paragraph 3 thereof, it has been specifically mentioned that though initially the respondent-tenant paid the amount fixed by this Court but he has not paid the same from March 2017 onwards. Even though the original respondent-tenant has expired, his legal representatives who are on record, are also neither paying the rent fixed by this Court nor handing over the vacant possession of the property in question to the appellant-landlady.
8. In reply to the aforesaid affidavit, no response was filed by the respondent-tenant, thereby the averments of affidavit remained undisputed that from March 2017 onwards, the respondent-tenant has not paid the rent till date thereby failing to comply with the order dated 02.05.2014. Hence, the statement of default in compliance of order passed by this Court remains uncontested.
9. In any rent proceeding, the Courts can always take the subsequent facts into consideration, which may be relevant. Here is a case where the respondent-tenant has failed to comply with the interim order passed by this Court regarding payment of rent during the pendency of the appeal before this Court, and hence, is in default. In any proceeding of eviction of tenant on the ground of non-payment of rent, he is not only bound to offer the arrears of rent on account of non-payment of which eviction is sought for but also to pay the future rent regularly, either at the amount agreed between the parties

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or as fixed by the Court. Even on failure to pay the rent during the pendency of the litigation also the tenant is bound to be evicted.

10. In view of the aforesaid discussion, we are of the view that the case falls in that category where the respondent-tenant has failed to comply with the order passed by this Court dated 02.05.2014, directing payment of rent at the rate of ₹4,000/- per month, from March 2017 onwards. Hence, the respondent-tenant, who is now represented through his legal representatives/heirs, is directed to be evicted forthwith. The present appeal is accordingly allowed setting aside the judgment of the High Court. However, it is made clear that the appellant-lady shall have right to recover the arrears of rent from the respondent-tenant as determined by this Court for the period of default by initiating appropriate proceedings, if so advised.

Result of the Case: Appeal allowed.

[†]*Headnotes prepared by:* Ankit Gyan