

(2000) 06 BOM CK 0063

In the Bombay High Court

Case No : Appeal No. 959 of 1995 in Suit No. 1010 of 1973 with Appeal No. 513 of 1994 in Suit No. 1010 of 1973 with Appeal No. 911 of 1995 in Suit No. 1010 of 1973 with Appeal No. 956 of 1995 in Suit No. 1010 of 1973 with Appeal No. 932 of 1995 in Suit No. 1010 of

Credible Trading and Investment Ltd. and others APPELLANT
Vs

Nandlal Balkrishna and others RESPONDENT

Date of Decision : 09-06-2000

Acts Referred:

Bombay Rents, Hotel and Lodging House Rates Control Act, 1947 — Section 15
Civil Procedure Code, 1908 (CPC) — Order 40 Rule 1, Order 40 Rule 3

Citation : AIR 2000 Bom 467 : (2000) 4 ALLMR 349 : (2000) 4 BomCR 535 :
(2000) 4 MhLj 165

Hon'ble Judges : N.J. Pandya, J;D.Y. Chandrachud, J

Bench : Division Bench

Advocate : D. Chitnis, instructed by Chitnis Vaithy and Co., S.K. Dubey, A.Y. Bookwala, instructed by Thakordas and Madgaonkar, H. Jagatiani, C., S. Cooper and Hitesh Dabhi, instructed by C.F. Billimoria., I.M. Chagla, C., D.D. Madon and N.A. Agarwal, instructed by Mulla and Mulla C.B.C, for the Appellant; N. Parekh, Sr.C., Ms. J.M. Sidhwa and I.D. Cruz, instructed by Mehta and Gridharlal, B.N. Vaishnava, instructed by N.N. Vaishnawa and Co., Ms. A. Rodrigues, for the Respondent

Judgement

Dr. D.Y. Chandrachud, J.—These appeals raise a common question of law and are, therefore, being disposed of by this judgment. The appeals are directed against a judgment dated 1.11.1995 of a learned Single Judge of this Court on reports of the Court Receiver dated 3-3-1995, 28-7-1995 and 22-8-1995.

2. The facts relating to Appeal No. 959 of 1995, briefly stated are as follows :-

In a suit for dissolution arising out of disputes between the partners of a firm engaged in the business of construction, the Court Receiver was appointed as Receiver by this Court on 10-10-1973. The Court Receiver was appointed as Receiver of a property known as "Khanna Construction House" situated at 44,

Abdul Ghaffar Khan Road, Worli, Mumbai. The property had been in the occupation of tenants for several years and there were twenty eight tenants. On 11-8-1971, a lease deed had been entered into between the owners of the suit property and a company known by the name of M/s. Ethnor Ltd. ("Ethnor") by which an area admeasuring 5810 square feet in the building was given on lease for a period of three years with effect from 20th January, 1971, with an option of renewal. Clause 11(9) of the lease deed contained the following provision in regard to sub-letting and assignment :-

"9. Not to assign under-let or sub-let the demised premises or any part thereof without the previous consent in writing of the Lessors which shall not be unreasonably withheld in the case of a respectable and responsible party, PROVIDED ALWAYS that such assignment under-letting or sub-letting by the lessees in favour of a party taking over the business of the Lessees shall not be deemed to be a breach of this covenant and in such an event Lessors' consent shall not be necessary or required."

On 27-4-1992, Ethnor as lessee sought a "no objection" from the Court Receiver to assign the premises to the 1st appellant, Credible Trading & Investments Ltd. The Court Receiver filed a report before the learned Single Judge of this Court on 27-11-1992 and in the said report, a direction of the Court was sought on the following issues :---

"(a) Whether the Court Receiver should remove M/s Credible Trading & Investment Co. Ltd. being a trespasser in respect of the premises at the suit property situate at 42, Abdul Gaffar Road, Worli, Bombay - 400 018 known as Khanna Construction House formerly occupied by M/s Ethnor Ltd. and take vacant possession of the said premises with the help of police if necessary.

(b) If the prayer (a) is answered in negative, whether the Court Receiver, may accept M/s Credible Trading & Investment Co. Ltd. in place of M/s Ethnor Ltd. and issue lease rent receipt in their favour on their agreeing to the terms as mentioned in paragraph 10(1) above."

Paragraph 10(1) of the Report was to the effect that since the property was situated in a prime Commercial locality and was used as commercial premises, the 1st appellant "be directed to pay the lease rent of Rs. 15,000/- p.m."

On this report of the Court Receiver, an order dated 2-12-1992 was passed by the learned Single Judge in terms of prayer (b) of the report of the Receiver. Thus, in view of the order passed by the learned Single Judge on 2-12-1992, the 1st appellant herein, Credible Trading & Investment Ltd. came to be substituted as lessee in respect of the premises in question in the place of the earlier lessee, Ethnor, subject to the modification that the lease rent would be Rs. 13,000/- per month from 1-7-1992. The order of the Single Judge provided that the "Parties accept the rent of Rs. 13,000/- per month to be standard rent of the premises". It must be emphasised at this stage that the appointment of the 1st appellant came to be made as a lessee in respect of the premises in question. The

payment of rent by the 1st appellant in the amount of Rs. 13,000/- per month was to be regarded as the standard rent payable in respect of the premises. The 1st appellant, it must be noted, was not appointed as an agent of the Court Receiver. The Court Receiver had sought the permission of this Court in view of the request made by the original lessee to lease out the premises to the 1st appellant and this permission was granted by the learned Single Judge. The Court Receiver was not seeking the permission of the Court to create an agency since there was already a tenant in occupation of the premises and that tenant had sought to assign his interest to the 1st appellant.

3. The dispute in the present case arises out of a report filed by the Court Receiver on 22-8-1995. The Court Receiver in his report dated 22-8-1995 drew the attention of the Court to what was considered to be an illegal subletting of the suit premises by several of the lessees who were in occupation of the premises. The Court Receiver, in regard to the 1st appellant stated that the 1st appellant had inducted the 2nd appellant into the suit premises. The report of the Court Receiver, as stated above, deals with a number of other tenants who, according to the Receiver, had either carried out repairs or renovation to the premises "illegally" or had inducted third parties into the premises after the lease deeds were executed in pursuance of the permission granted by this Court. In so far as the appellants are concerned, the Receiver sought a direction from the Court as to whether the appellants should be directed to hand Over vacant and peaceful possession of the premises in their occupation on the ground that the 1st appellant had parted with possession of the premises to the 2nd appellant.. At this stage, it would also be necessary to state that the Court Receiver had, inter alia, sought a direction in regard to whether one Anthony Leo of Flora Restaurant should also be directed to be removed on the ground that he had unauthorisedly carried out certain construction work and was carrying on the business of a liquor Bar in the Restaurant. The facts relating to the case of Anthony Leo are of significance because against the order passed by the Court in Anthony Leo's case, the Supreme Court rendered its decision in appeal to which reference will be presently made.

4. The Report of the Court Receiver was heard and disposed of by the learned Single Judge by a common judgment dated 1-11-1995. Before the learned Single Judge, the submission on behalf of the appellants was that the 1st appellant and the 2nd appellant had common Directors and that the 2nd appellant had been permitted to use the premises purely on gratuitous basis without payment of any consideration. The 1st and the 2nd Appellants claimed that they were "sister concerns" and the 2nd appellant had been permitted to use the premises without the creation of any right, title or interest in favour of the 2nd appellant. The learned Single Judge held in his order dated 1-11-1995 that in law each company was a separate legal entity. The Learned Judge was of the view that the permission given by the Court to use the premises was only to the 1st appellant and it was not open to the 1st appellant to permit any other party, including a "sister concern" to use the premises, even if it was on a permissive basis. The

learned Judge concluded by holding that there was a breach of the terms on which the premises were given to the 1st appellant and that the 1st Appellant had permitted a separate and independent legal entity to use the premises which could not be allowed to continue. In that view of the matter, the 2nd appellant was directed to vacate the premises within a period of four weeks. The 1st appellant was directed to ensure that the 2nd appellant does so vacate the premises. In the event that the premises were not vacated within a period of four weeks as directed, the Court Receiver was directed to dispossess both the appellants from the premises, if necessary with the help of police. The appellants challenge the aforesaid judgment of the learned Single Judge.

5. This Appeal came up for admission on 28-11-1995. During the course of the hearing, a statement was made on behalf of the appellants that the 2nd Appellant would be removed from the premises without prejudice to their rights and contentions. The statement of the learned Counsel for the appellants however to the effect that the two appellants were sister concerns having common shareholders and that they may be permitted to apply to continue to do business from the said premises was recorded. Thereafter, on 19-12-1995 the Appeal "was admitted. Interim relief was refused. We are informed that in pursuance of the statement made before the Division Bench of this Court and in view of the refusal of interim relief, the 2nd appellant removed itself from the premises and an affidavit to that effect had been filed in the proceedings.

6. In assailing the correctness of the judgment of the learned Single Judge, the learned Counsel for the appellants (Appeal No. 959 of 1995) submitted that in pursuance of the Receiver's Report dated 27-11-1992, a learned Single Judge of this Court had permitted the Receiver to execute a lease deed in favour of the 1st appellant as a result of the order dated 2-12-1992. The 1st appellant came to occupy the position of a lessee of the premises subject to the modification that the rent of the premises would be Rs. 13.000/- per month. The submission urged before us on behalf of the appellants is that the rights and obligations of the appellants thereafter came to be those which would be governed by the provisions of the Rent Act. Learned Counsel submitted that even assuming that the 1st appellant had in fact parted with possession of the premises in favour of the 2nd appellant, the order passed by this Court on 2-12-1992 did not prohibit the 1st appellant from carrying out any such transaction. A breach of the agreement of tenancy by the 1st appellant may constitute a ground for eviction under the provisions of the Rent Act but even if there were such a breach that could not furnish a ground for summary eviction in the manner that would result as a consequence of the order passed by the learned Single Judge. In support of this submission, reliance was placed upon a judgment of the Supreme Court in Anthony C. Leo Vs. Nandlal Bal Krishnan and others, .

7. The learned Counsel appearing on behalf of the respondents however submitted that in view of the fact that the Court Receiver had been appointed Receiver of the premises in question, it was not open to the 1st appellant who

was a lessee inducted by the Court Receiver to enter into any transaction with the 2nd appellant without the permission of the Court.

8. We have heard the learned Counsel for the parties.

9. The 1st appellant, it must be noted, was inducted into the premises as a lessee in pursuance of the report presented by the Court Receiver on 27-11-1992. Ethnor which was the original lessee of the premises had sought an assignment of the lease in favour of the 1st appellant and in pursuance of that request, the Receiver had sought the permission of the Court to enter into a lease transaction. Upon the passing of the order dated 2-12-1992 by the learned Single Judge, the 1st appellant came to be accepted as tenant in respect of the premises. The order of the learned Single Judge dated 2-12-1992 makes reference to the fact that the 1st appellant would be required to pay Rs. 13,000/- per month as rent of the premises which was considered to be the standard rent. The rights, obligations and liabilities of the parties upon entering into the lease transaction would be governed by the incidents under the general law of the land. Such incidents would either be the those flowing out of the provisions of the Transfer of Property Act or from the Bombay Rent Act. The 1st appellant was not inducted into the premises as an agent of the Court Receiver, but in pursuance of a lease deed which was entered into with the permission of the Court. Even if the 1st appellant were to incur a liability flowing out of a breach of the agreement of lease or under the provisions of the Rent Law, the consequence thereof would be to give rise to a cause of action under the provisions of the Rent Act. It would be most inappropriate in such circumstances to resort to a summary eviction of the 1st appellant from the premises when the rights, obligations and the liabilities of the parties including those of the tenant are governed by the provisions of the Rent Act.

10. As stated earlier, the Receiver's report dated 22-8-1995, inter alia, dealt with the case of Anthony Leo. In the case of Anthony Leo, a Single Judge of this Court had passed orders directing the concerned authorities not to renew the permit of Leo for serving liquor and the Receiver was to demolish unauthorised construction, that had been carried out. The judgment of the Learned Single Judge having been affirmed by a Division Bench of this Court, the matter was carried to the Supreme Court which resulted in the judgment reported in Anthony C. Leo Vs. Nandlal Bal Krishnan and others, of the judgment of the Supreme Court, the Court held thus :---

"28. Giving our careful consideration to the facts and circumstances of the case and submissions made by the learned Counsel for the parties, it appears to us that a Receiver is appointed by the Court when the Court entertains a view that for preservation of the properties in suit, till the rights of parties to the suit are finally adjudicated, such properties should be preserved by exercising control and supervision of the same through the officer of the Court, the Receiver. The Court becomes custodia legis of the properties in suit in respect of which Receiver is appointed. Such de jure possession of the Court through its receiver however

does not bring about vesting of properties in Receiver or in Court free from encumbrances even pendente lite. Despite appointment of a receiver, rights and obligations of the third parties in respect of properties in custodia legis remain unaffected.

29. Since the properties in a suit is being managed, maintained and administered by the Court through Receiver, the receiver is under an obligation to take all reasonable steps for preservation and maintenance of such properties. If for such preservation, action in Civil or Criminal Court is necessary, Receiver is to draw the attention of the Court of relevant facts necessitating such legal action and take leave of the Court to institute appropriate legal proceedings for the preservation of the property. As the property does not vest free from encumbrances in custodia legis by annulling all rights and obligations attached to the property, the Receiver cannot interfere with any right of the third party. Sub-rule (2) of Rule 1 of Order 40 of the CPC provides : "Nothing in this rule shall authorise the Court to remove from possession or custody of property to remove from possession or custody of property any person whom any party to the suit has not a present right to remove."

30. Such sub rule clearly indicates that the Court & its officer, the receiver, does not possess any right higher than the right a party to the suit possesses."

The incidents of the relationship of landlord and tenant are governed by a special law namely, the Rent Act and, where it is not applicable, the Transfer of Property Act. An order for eviction of a tenant cannot be passed by the Court, acting on a report of the Receiver, otherwise than by taking recourse to the law which regulates the incidents of tenancy. In para 31 of its judgment in Anthony Leo, the Supreme Court held thus :

"Where a Rent Act is applicable, the inter-se rights and obligations of the landlord and tenant are regulated and controlled by such Rent Act. In areas where any special law governing the incidences of tenancy is not applicable, the law relating to lessor and lessee as-envisaged by the general law of the land, namely, Transfer of Property Act, will regulate and determine inter se rights and obligations which a third party may have in respect of a property in which a Receiver has been appointed, the Receiver, like a party to the suit, will have same limitation. The Receiver will be bound by the incidences of tenancy flowing from the statute regulating and determining inter se rights of landlord and tenant. Therefore, there is no manner of doubt that no order for eviction of the tenant can be passed by the Court at the instance of its officer, the Receiver, without taking recourse to appropriate, proceedings for eviction of the tenant under the appropriate statute regulating and governing the inter se rights of landlord and tenant. It may also be emphasised here that even apart from an eviction proceeding, any incidence of tenancy which is regulated and controlled by a special statute cannot be altered, varied or interfered with except in accordance with the provisions of such statute. The Court in such cases has no jurisdiction to pass orders and direction affecting the right of the tenant

protected, controlled or regulated by the Rent Act on the score of expediency in passing some order or direction for the maintenance and supervision of the property in custodia legis."

11. The learned Counsel for the respondents however sought to place reliance on a subsequent judgment of the Supreme Court in *Usha Harshadkumar Dalal Vs. M/s. Org Systems and Others*, . The Supreme Court in the subsequent judgment referred to the judgment in *Anthony Leo's* case. In para 13 of the judgment of the Supreme Court, the observations contained in para 34 of the judgment in *Anthony Leo's* case were extracted and thereafter in para 14, the following observations were made :---

"14. The above observations in our opinion is the ratio of the judgment in *Anthony C, Leo* case and it would not be correct to read the said judgment to mean that if the trespasser or any person who obtains the possession after the receiver took over symbolic possession or actual possession of the property and if such person pleads that he is a tenant the only remedy for the Court Receiver is to approach the Rent Court under the Bombay Rent Act. For instance, a person who is put in possession as an agent of the receiver inducts a stranger and if such a third person claims a tenancy the question is whether the Receivers should be directed to adopt the proceedings under the Bombay Rent Act for appropriate declaration and reliefs. If such a course is required to be followed, in our opinion, the very object of Order 40, Rules 1 and 3 of the CPC would be defeated. The High Court in our opinion has totally misread and misinterpreted the ratio of *Anthony C. Leo* case. We must, however, make it clear that we are not laying down a broad proposition that in every case the Receiver can resort to a summary proceeding of this nature. The question would have to be decided by the Court with reference to the pleadings of the parties and the proof thereof."

Relying on these observations of the Supreme Court, and on paras 33 and 34 of the judgment in *Anthony Leo's* case, it was urged before us on behalf of the respondents that *Anthony Leo's* case cannot be construed to mean that the only course of conduct open to the respondents or to the Court Receiver would be to file a suit for eviction under the provisions of the Rent Act.

12. In the judgment of the Supreme Court in *Usha Harshadkumar Dalal's* case (supra), the Supreme Court held that on a perusal of the judgment of the Supreme Court, it was clear that the High Court had not considered the rival contentions raised by the parties in their pleadings. The Supreme Court Acted that the High Court had also not considered the effect of non-renewal of the leave and licence agreement after the expiry of its period nor had it considered the effect of sections 15 and 15A of the Bombay Rent Act. Consequently, the matter was remitted back to the High Court for disposal in view of the various factual and legal contentions which were directed to be considered bearing in mind the provisions of the Bombay Rent Act and the Companies Act.

13. From the observations of the Supreme Court in paras 33 and 34 of the

judgment in Anthony Leo it would be clear that what the Court has held is that if a tenant resorts to an unauthorised and illegal activity in respect of the tenanted premises when such premises are custodia legis, it may not be necessary to institute a suit for preventing the tenant from carrying on such illegal activity and in order to prevent him from carrying on activity "not consistent with the rights flowing from the incidence of his tenancy". The Court in such a case would be within its jurisdiction in passing suitable orders or directions after hearing the tenant to prevent the illegal and unauthorised activities that are carried on in the premises. Such a power is, according to the judgment in Anthony Leo's case, exercised by the Court in order to preserve and maintain the property during the pendency of the litigation before the Court. However, even in such a case, the Supreme Court has held that "if for the purpose of deciding dispute of unauthorised and illegal activity affecting maintenance and preservation of the property in custodia legis, it becomes necessary to determine any right claimed under a Statute or flowing from some action inter parties as may be pleaded and required to be decided, it is only desirable that the Court should refrain from such determination in a summary proceeding initiated before it on the complaint of the receiver or a party to the suit" (Para 34 at p. 181). The Court would in such a case "direct the Receiver to seek adjudication of the dispute before a competent Court by bringing appropriate legal action. In other words, it is not that the Court would in no case exercise its jurisdiction to issue a suitable direction to the Court Receiver upon a report of the Receiver but such a direction would be issued in order to preserve and maintain the property pendente lite. In Anthony Leo's case, the Appellant before the Court had claimed a right to operate a permit room in a portion of the tenanted premises and had been serving liquor to the customers in such portion on the footing that this was incidental to the business of the Restaurant. The Supreme Court held that those contentions should not be determined in a summary proceeding, on a report of the Court Receiver or on a complaint by a party which complained of an illegal activity by the tenant. These observations of the Supreme Court have been considered in the subsequent judgment in Usha Harshadkumar Dalal's case. In the subsequent case, the Supreme Court has observed that if a person is placed in possession as an agent of the Court Receiver and an agent of the Court Receiver inducts a stranger in the premises, the object of Order 40, Rules 1 and 3 of the CPC would be defeated by directing the Court Receiver to adopt proceeding against such a stranger merely on the ground that he claims an interest in the nature of tenancy in the premises.

14. In the present case, the important circumstance is that the 1st Appellant came to be inducted not as an agent of the Court Receiver. The premises were in the occupation of a lessee, M/s. Ethnor Ltd. and the clause in the lease deed entered into with the lessee permitted Ethnor Ltd. to sub-let the premises subject to certain terms and conditions. The 1st appellant came to occupy the premises as a lessee in pursuance of a report of the Court Receiver which was acceded to by the learned Single Judge in 1992. The position of the 1st appellant

was not that of an agent of the Court Receiver. The rights and obligations of the 1st appellant under the law of the land including the provisions of the Rent Act cannot be whittled down by a recourse to summary proceedings instituted on the report of the Court Receiver. That is exactly what was disallowed by the Supreme Court in its judgment in Anthony Leo's case.

15. In these circumstances, the judgment of the learned Single Judge cannot be sustained and is liable to be set aside. The Appeals before us all raise a common question of law and the submissions which were urged by the learned Counsel appearing in Appeal No. 959 of 1995 were adopted for the purposes of the other Appeals by the learned Counsel appearing on behalf of the appellants. We are of the view that for the reasons already indicated by us earlier, the view taken by the learned Single Judge in the common judgment while disposing of the companion Appeals can similarly not be sustained. In each of the companion appeals, a brief statement of fact, setting out the nature of the claim of the appellants has been tendered at the Bar for convenience and reference.

16. We would briefly, advert to the fact that the appellants in Appeal No. 911 of 1995 claimed that they had entered into an Indenture dated 4-1-1972 with M/s. G.S. Khanna & Company by which a licence for a period of 11 months was granted in respect of the premises admeasuring 125 sq.ft. situated on the 1st floor of Khanna Construction House. The Appellant claims to have acquired the status of a tenant on and after 1-2-1973 upon the amendment to the provisions of the Bombay Rent Act. According to the appellant, A.B.C. Tube is a family concern in which the son and the wife of the appellant are partners. The appellant has submitted that no right was created in favour of A.B.C. Tube and the said concern was not claiming any right in respect of the premises. Appeal No. 932 of 1995 has been filed by the said concern A.B.C. Tube Company. For the reasons already indicated by us earlier, the claim of the appellants to be a protected tenant on and with effect from 1-2-1973 under the Rent Act cannot be adjudicated upon in summary proceedings upon the report of the Court Receiver.

17. In Appeal No. 920 of 1995, the appellant claims to be a lawful subtenant in as much as it claims to have been in lawful occupation of the premises as a sub-tenant prior to 1-4-1973. The Court Receiver appointed in the suit had in fact filed a suit against the appellant in the Small Causes Court, being Suit No. 1051/3200 of 1976, in which the question as to whether the appellant was a lawful sub-tenant or not, is in issue. During the pendency of the suit in the Small Causes Court, the Court Receiver made a report alleging that the premises have been parted with to a third party. The case of the appellant is that it has not parted with possession of the premises but is running a business centre. The learned Single Judge in the impugned order directed that the appellant be evicted on the Court Receiver's report, holding that the arrangement of a business center was merely a ruse to part with possession. On behalf of the appellant," it has been stated that the appellant is in complete possession of the premises by shutting the business centre and by obtaining affidavits from its

clients to the effect that they neither had nor were claiming any interest in the premises at any time. The appellant has further stated before us that the suit filed by the Court Receiver in the Small Causes Court was dismissed on 19-9-1998.

18. In Appeal No. 956 of 1995, the facts are that a company by the name of Assam Carbon Ltd. was promoted in 1962 by one Banwarilal Goenka. In 1970 and 1972 Goenka promoted two other companies M/s. Stencils & Stencils Ltd. and M/s Universal Carbon respectively. In 1980 Goenka promoted a company by the name of Bright Chlorochem Ltd. The office of the said company, the appellant in Appeal No. 956 of 1995, was housed in the premises from where Assam Carbon Ltd. was operating since Goenka was a Promoter and Director of both the companies and was claimed to have been continued in the building since prior to 1973. The Court Receiver filed reports on 16-12-1995 and 22-8-1995 alleging that Assam Carbon Ltd. had sub-let the premises to the appellant Bright Chlorochem Ltd. In reply it was submitted before this Court that Bright Chlorochem Ltd. was a sister concern of Assam Carbon Ltd. and that the said company was not claiming any right as a subtenant. The learned Single Judge, in the judgment dated 11-11-1995, directed the appellant to hand over vacant possession of the premises to the Court Receiver. The learned Judge held that though one of the Directors of Assam Carbon Ltd. had floated the appellant the Director in his personal capacity had no right to remain in the premises. Since a Division Bench of this Court while admitting the Appeal declined to stay the order passed by the learned Single Judge, the Court Receiver removed the appellant company from the premises on 30-11-1995.

19. In our view, having regard to the nature of the claim and entitlements of the parties before us in the Appeals, it would not be correct to direct the Receiver to have removed the appellants in summary proceedings on the report of the Court Receiver. In the premises, these Appeals are allowed and the judgment and the order of the learned Single Judge is set aside.

20. At the request of the learned Counsel for the parties, we clarify that all the tenants who have been directed to pay rent to the Receiver shall continue to do. Likewise, all those who have not been directed to pay so far, will pay rent to the Receiver. We further clarify on the request of the Learned Counsel for the respondents that we have used the expression "rent" in so far as payment of the monthly amount of compensation to the Receiver is concerned. If there is any dispute in respect of payment whether as tenant or otherwise, it will not be governed by mere use of the word "rent". We further clarify that use of the expression "rent", by itself, would not confer tenancy on any one if there was none.

All these Appeals are disposed of by this common order.

21. In the circumstances, we allow these Appeals and set aside the judgment and order dated 1-11-1995 of the learned Single Judge.

Certified copy of the order expedited.

An ordinary copy of this order authenticated by the Associate may be made available to the parties.

22. Appeals allowed.