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**(2004) 07 MP CK 0046**

**In the Madhya Pradesh High Court**

**Case No : First Appeal No. 156 of 2003**

Managing Director, Digdarshika Society

APPELLANT

Vs

Madhya Pradesh Redcross Society

RESPONDENT

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**Date of Decision : 29-07-2004**

**Acts Referred:**

Madhya Pradesh/Chhattisgarh Accommodation Control Act, 1961 — Section 12

**Citation :** (2004) 3 MPHT 499 : (2004) 3 MPLJ 655

**Hon'ble Judges :** Shantanu Kemkar, J

**Bench :** Single Bench

**Advocate :** Ravish Agrawal and Pranay Verma, for the Appellant; Ajay Mishra and Shilpa Pathak, for the Respondent

**Final Decision :** Allowed

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## Judgement

Shantanu Kemkar, J.

By filing this appeal u/s 96 of the Civil Procedure Code, the appellant has challenged the judgment and decree dated 31-1-2003 passed by XIIth Additional District Judge, Bhopal, in Civil Suit No. 111-A/02 whereby the respondent's suit has been decreed by applying the provisions of Transfer of Property Act., .

Learned Senior Counsel for the appellant has submitted that the subject matter before the Trial Court was that respondent's suit seeking eviction of appellant on the grounds enumerated u/s 12(1)(b), (c), (f) and (m) of the M.P. Accommodation Control Act, 1961 (hereinafter referred to as "the Act"). It was thus, submitted that no decree could have been passed by the Trial Court merely because, the lease of the suit accommodation was determined by efflux of time as per agreement/rent note dated 1-7-98. In support of his contention, he has relied upon the judgment passed in the case of V. Dhanapal Chettiar Vs. Yesodai Ammal, in which the Supreme Court has held that the various State Rent Control Acts does not permit the landlord to snap his relationship with the tenant merely by his act of serving notice to quit on him. The contractual tenancy has lost much

of its significance and force.

The M.P. Accommodation Control Act protects the tenant and permit him to continue as tenant even after the determination of contractual tenancy. Section 12 of the Act gives protection to tenant against eviction by starting with a non-obstante Clause and providing further that no suit shall be filed in any Civil Court against a tenant for his eviction from any accommodation except on the ground mentioned in its sub-sections. It is not disputed that the tenanted premises is situated within the municipal limit of Bhopal and Provisions of the Act are attracted.

Shri Ajay Mishra, learned Senior Counsel for the respondent has fairly accepted this legal position and found himself unable to support the impugned judgment and decree.

In this view of the aforesaid legal position, the impugned judgment and decree passed by the Trial Court holding that the lease was determined by efflux of time and the decree can be passed without satisfying the requirement of Section 12 of the Act can not be sustained. The judgment and decree deserves to be and is accordingly set aside. The case is remanded to the Trial Court for fresh adjudication in accordance with law.

Keeping in mind that the suit has been filed on 9-11-2000, the Trial Court is directed to decide the suit as early as possible, preferably within a period of six months hereof.

Parties are directed to appear before the Trial Court on 9th August, 2004. The appeal stands allowed. No order as to costs.