

(2011) 06 MAD CK 0038

In the Madras High Court

Case No : C.R.P. No. 1689 of 2010 and M.P. No's. 1 and 2 of 2010

P.C. Philip

APPELLANT

Vs

R. Ponnusamy

RESPONDENT

Date of Decision : 13-06-2011

Acts Referred:

Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 — Section 10, 10(2), 11, 21, 23

Transfer of Property Act, 1882 — Section 108

Citation : (2011) 06 MAD CK 0038

Hon'ble Judges : V. Periya Karuppiyah, J

Bench : Single Bench

Advocate : M. Velmurugan, for the Appellant; M.R. Thangavel, for the Respondent

Final Decision : Dismissed

Judgement

V. Periya Karuppiyah, J.—This revision has been filed by the Petitioner/tenant against the eviction order passed by the learned Rent Control

Appellate Authority (III Additional Sub Judge, Coimbatore) in RCA. No. 89 of 2007 confirming one of the grounds namely "different user" as

made by the learned Rent Controller made in RCOP. No. 152/2003.

2. The Respondent in this Revision is the landlord, who filed RCOP. No. 152 of 2003 before the learned Rent Controller (Additional District

Munsif), Coimbatore, seeking eviction of the Respondent/tenant from the demised premises on three grounds, namely, (i) "wilful default", (ii)

"different user" and (iii) "nuisance", under the provisions of Section 10 of the Tamil Nadu Buildings (Lease and Rent) Control Act.

3. For convenience sake, the status of the parties as landlord and tenant are maintained in this judgment.

4. The brief facts of the case of the Petitioner/landlord before the Rent Controller are as follows:

The Respondent/tenant has been in occupation of the petition premises situated at D. No. 1179 (New No. 93), MSR Road, Saibaba Colony,

Coimbatore for non-residential purpose, at a monthly rent of Rs. 3000/-. At the inception, the rent was Rs. 1000/- per month. The petition

premises belongs to the Petitioner/landlord. The Respondent is a chronic defaulter in payment of rent. Since the Respondent did not pay the rent

promptly, the Petitioner requested the Respondent to quit from the petition premises. Though the Respondent/tenant accepted to vacate the

petition premises, he did not do so. The tenant has been in arrears of rent from the month of April 2002. The petition premises was leased out to

the Respondent/tenant to run his business in Sound System and Decorators. But, all of a sudden, without the permission of the Petitioner/landlord,

the Respondent/tenant started a new business in hiring furniture in the petition premises. The Respondent not only failed to pay the rent promptly

and using the petition premises for different purpose, but also causes "nuisance" to the neighbours by playing sound amplifiers. Having undertaken

to vacate the petition premises, the Respondent instead of doing so, filed a suit in O.S. No. 576 of 2003 seeking the relief of permanent injunction

against the Petitioner, to restrain him from interfering with the Respondent's possession and enjoyment of the petition premises. On the above

backgrounds, the Petitioner issued a legal notice to the Respondent on 03.05.2003 calling upon the Respondent to vacate and deliver vacant

possession of the petition premises, but the Respondent did not comply with the said notice. Hence the petition.

5. The brief facts of the case of the Respondent/tenant before the Rent Controller are as follows:

The Respondent did not pay a monthly rent of Rs. 1000/- at the outset and presently also he has not been paying rent at the rate of Rs. 3000/- per

month. When the Respondent tendered the rent payable for the months of March and April 2003, the Petitioner refused to receive it. Hence, the

Respondent sent a sum of Rs. 2000/- to the Petitioner through Money Order on 10.05.2003 towards the rent payable for the months of March

and April 2003 at the rate of Rs. 1000/- per month. The Petitioner did not receive the same also. Hence, the Respondent filed a petition in RCOP.

No. 100/2003 seeking permission to deposit the rent with the Rent Controller. If really, the Respondent had been at default in payment of rent, the

Petitioner could not have given a consent letter to the Respondent on 24.08.2002 for grant of Crackers License in favour of the Respondent. The

Petitioner is not in the habit of issuing receipts whenever he received rent from the Respondent. The Respondent did not start a new business all of

a sudden and his business in hiring furniture is closely related to his business in Sound System and Decorators. The Respondent has been doing the

above said business for the past four years with the knowledge of the Petitioner also. The rent was also increased to Rs. 1000/- per month, when

the Respondent started his business of hiring furniture. The Respondent has been doing business in Sound Amplifiers for the past 15 years and he

did not cause any "nuisance" to the neighbours. The "nuisance" now complained by the Petitioner is nothing but an imagination of the Petitioner, to

add one more ground in seeking the Respondent's eviction from the petition premises. None of the grounds set out by the Petitioner while seeking

the Respondent's eviction from the petition premises is true. Hence, the petition is liable to be dismissed.

6. The said Rent Control Original Petition was enquired after recording the evidence of both sides, the learned Rent Controller had satisfied himself

to accept the grounds of "wilful default" and "different user", but rejected the ground of "nuisance" and ultimately passed an order of eviction

against the Petitioner/tenant.

7. Against which, the Petitioner/tenant had preferred Rent Control Appeal before the learned Rent Control Appellate Authority (III Additional Sub

Judge, Coimbatore) in RCA. No. 89 of 2007 seeking to set aside the eviction order passed by the learned Rent Controller. The learned Rent

Control Appellate Authority after hearing the detailed arguments of both sides had come to the conclusion of accepting the eviction order passed

by the learned Rent Controller on the ground of "different user" u/s 10(2)(ii)(b) of the Act and did not accept the eviction ordered for "wilful

default" committed by the Petitioner/tenant u/s 10(2)(i) of the said Act and confirmed the order of eviction. Against the said finding of the learned

Rent Control Appellate Authority, the present revision has been filed by the Petitioner/tenant.

8. Heard Mr. M. Velmurugan, learned Counsel for the revision Petitioner/tenant and Mr. R. Syed Mustafa, learned Counsel for the Respondent/landlord.

9. The learned Counsel for the revision Petitioner/tenant would submit in his argument that the Rent Control Appellate Authority was not correct in

holding that the Petitioner/tenant had admitted that he started the business of hiring furniture, erecting "shamiyanas", making light arrangements etc.,

some four years ago and it was not the original purpose of the trade and the said change of trade was attracted u/s 10(2)(ii)(b) of the Act and there

was no written consent obtained by the tenant from the Respondent/landlord. He would further submit in his argument that the business of hiring

furniture etc., is an allied trade and it would not be for a different purpose and it is also one of the non-residential purpose and therefore it cannot

be a "different user" . He would also submit that there was no change of purpose like manufacturing or installing any machineries and there was no

conversion of the premises from non-residential to residential and therefore it could not be a "different user" as per the meaning of Section 10(2)(ii)

(b) of the Act. He would also draw the attention of the Court to a judgment of the Hon"ble Apex Court reported in Hari Rao Vs. N. Govindachari

and Others, for the principle that switching over to another trade or allied trade without changing the purpose of the trade or the commercial nature

of business would not be attracted by the definition of "different user" . The said principle laid down by the Hon"ble Apex Court was not followed

by the learned Rent Control Appellate Authority. He would also submit in his argument that the learned Rent Control Appellate Authority had

come to a conclusion that doing the business of hiring furniture, erecting shamiyanas, making light arrangements etc., would be amounting to a

"different user" and it was admitted by the Petitioner/tenant and it required a written permission of the Respondent/landlord cannot be sustained.

He would also submit in his argument that the Respondent/landlord did not prefer any revision against the finding of the learned Rent Control

Appellate Authority in respect of "wilful default" which was negated by the said Court. Therefore, the said finding will bind upon the landlord.

Therefore, he would request the Court that the eviction order passed by the learned Rent Control Appellate Authority on the ground of "different

user" is necessarily to be interfered and set aside and thus the eviction order passed against the Petitioner/tenant may be set aside, and thus revision may be allowed.

10. Learned Counsel for the Respondent/landlord would submit in his argument that the order of the learned Rent Control Appellate Authority is

sustainable because the Petitioner/tenant himself admitted in his evidence that some four years ago, when the rent was raised from Rs. 450/- to Rs.

1000/- per moth, the Respondent/landlord had agreed to permit him to do the business of hiring furnitures, erecting shamiyanas, making light

arrangements etc., along with the existing sound service hiring business and therefore the starting of new business at the demised premises had been

categorically admitted by the Petitioner/tenant and the nature of the business of lending sound service system is different from hiring furnitures,

erecting shamiyanas, making light arrangements etc.. The ingredients of Section 10(2)(ii)(b) of the Act would go to show that when once the

purpose of the trade has been differently used without obtaining written consent from the landlord it would be amounting to "different user" and

therefore the decision of the learned Rent Control Appellate Authority that the Petitioner/tenant had committed "different user" in the demised

premises is perfectly alright. He would also submit in his argument that the case on hand is different from the facts of the case discussed in the

judgment of the Hon"ble Apex Court reported in Hari Rao Vs. N. Govindachari and Others, and therefore, the finding of the learned Rent Control

Appellate Authority may be confirmed.

11. Learned Counsel for the Respondent/landlord would also submit that the learned Rent Control Appellate Authority had come to a conclusion

of ordering eviction of the Petitioner/tenant from the premises on the reason that he had committed "different user" , but negatived the claim of the

Respondent/landlord that the Petitioner/tenant had committed "wilful default". He would further submit that even though he did not prefer any

appeal against the said finding, he is always entitled to agitate his case in order to support the eviction order passed by the learned Rent Control

Appellate Authority. He would also submit that the finding regarding "wilful default" can be shown to be wrong. In order to support the decision of

the learned Rent Control Appellate Authority directing the Petitioner/tenant to

vacate the premises, he would cite the judgment of this Court reported in Dr. V.K. Jayalakshmi Vs. Mrs. M.S. Meenakshi and Another, . He would also submit that in the event of the Respondent/landlord entitled to canvas against the finding of "wilful default" in the revision filed by the tenant, it could highlight the contradictory findings reached by the learned Rent Control Appellate Authority on the ground of "wilful default". He would also submit in his argument that the learned Rent Control Appellate Authority in his judgment at paragraph 12 had categorically come to a conclusion that there was no infirmity in the order of learned Rent Controller in concluding that the Petitioner/tenant had committed "wilful default". However, he had decided in Paragraph 14 of the order that the judgment of the Hon"ble Supreme Court reported in 2003 1 LW 34 (Raja Muthukone (D) by LRs. v. T. Gopalsami and Anr.) is applicable and according to the said judgment, two months period should have been given as per the explanation to Section 10(2) of the Act must be considered for deciding the "wilful default" and therefore, there could not be any "wilful default" on the part of the Petitioner/tenant . He would also submit that there is no doubt that the said two months period was not complied with in the petition filed by the Respondent/landlord. However, the Petitioner/tenant did not pay the rent payable during the pendency of the proceedings as found by the learned Rent Control Appellate Authority in Paragraph 12 of the judgment. He would further submit that the learned Rent Control Appellate Authority ought to have found that the Petitioner/tenant had committed "wilful default" in paying the rent and to confirm the "wilful default" ground also.

12. He would also submit in his argument that it is a settled law that the default of the tenant in paying the rent during the pendency of the proceedings would be amounting to "wilful default". He would also cite a judgment of this Court reported in 2003 (1) LW 134 cited supra for the said principle. He would also submit in his argument that the Petitioner/tenant had also committed "wilful default" even after preferring this Revision before this Court when there was a direction by this Court to deposit a sum of Rs. 75,000/- while ordering a conditional stay and the Petitioner/tenant is yet to deposit the said amount and that would be amounting to a "wilful default" by virtue of the judgment of this Court made

and reported in Hemalnath Vs. B. Kasthuri, . He would further submit in his argument that the principle laid down by this Court in the said

judgment that the tenor of Section 11 of the Act could be applied even for the revision proceedings before this Court. Therefore, he would request

the Court that on both the grounds, the Petitioner/tenant is liable to be evicted and accordingly the eviction order passed by the learned Rent

Control Appellate Authority may be sustained and the revision may be dismissed.

13. Learned Counsel for the Petitioner/tenant would reply in his argument that the Respondent/landlord cannot agitate his claim when he has not

preferred any revision against the findings reached by the learned Rent Control Appellate Authority and the judgment of this Court in Hemalnath

Vs. B. Kasthuri, is not applied to the facts of this case. Even otherwise, he would submit in his argument that the quantum of rent was only Rs.

1000/- per month and both the learned Rent Controller and the learned Rent Control Appellate Authority have not given any finding as to whether

the rent was Rs. 1000/- or Rs. 3000/- as claimed by both parties and therefore, the non-payment of the arrears would not be considered as wilful.

Therefore, he would request the Court that the judgment of the Hon"ble Apex Court in Hari Rao Vs. N. Govindachari and Others, is squarely

applicable and the Revision may be allowed.

14. I have given anxious consideration to the arguments advanced on either side.

15. The undisputed facts are that the Petitioner/tenant and the Respondent/landlord have entered into a lease agreement for letting out the demised

property to the Petitioner/tenant for a monthly rent of Rs. 450/- and it was subsequently enhanced to Rs. 1000/- which is payable on monthly basis

and the property was let out for doing a trade of hiring sound service in the said premises.

16. However, it has been stated by the Respondent/landlord that the rent has been subsequently enhanced to Rs. 3000/- per month and the

Petitioner/tenant did not pay the rent payable from the month of April 2002 onwards despite his notice issued in Ex.P1. Apart from that, the

landlord had raised the ground of "different user" by stating that the tenant had adopted a new business on hiring furniture, erecting shamiyanas,

making light arrangements etc., in the same premises without any consent from the landlord. It has also been submitted by the landlord by using the

demised property, the tenant had operated the amplifiers of the sound system and was causing "nuisance" to the public as well as to the

Respondent/landlord. On these three grounds, the learned Rent Controller had conducted enquiry and after examination of witnesses and

admission of the documents, he upheld the grounds of "wilful default" and "different user" and rejected the ground of "nuisance" and ordered

eviction against the Petitioner/tenant. However, the Petitioner/tenant preferred an appeal before the learned Rent Control Appellate Authority

against those grounds and no appeal was preferred by the landlord over the rejection of the ground of "nuisance". In the said appeal, the learned

Rent Control Appellate Authority had accepted the finding of the learned Rent Controller in respect of "different user" and varied on the ground of

"wilful default".

17. According to the judgment of the Hon"ble Apex Court reported in Hari Rao Vs. N. Govindachari and Others, , the object of the "different

user" can be determined in context of Section 21 of the Act dealing with the conversion of tenancy. The relevant passage would run as follows:

6. On the plain terms of the statute, uninfluenced by authorities, it appears to us that user of the building for a purpose other than that for which it

was leased, has to be considered in the context of Section 21 of the Act which prohibits conversion of a residential building into a non-residential

building except with the permission in writing of the controller, any covenant in that behalf entered into by the tenant and the nature of the tenancy.

In other words, when the lease is granted for the purpose of a trade, in the absence of any covenant in the contract between the parties

prohibiting a user different from the particular one mentioned in the lease deed, the tenant would be entitled to carry on any trade in the premises,

consistent with the location and the nature of the premises. In a case where the premises let out for a commercial purpose, is used by the tenant for

a residential purpose, it would be a user for a purpose other than that for which it was leased attracting Section 10(2)(ii)(b) of the Act. Similarly, if

a building had been let out for the purpose of a trade, but a tenant uses the premises for the purpose of manufacture or production of materials

after installing machinery, that would be a user other than the one for which the building was let. User of a building let out for a trade as a go down

may attract the provision. Ultimately, the question would depend upon the facts of a particular case, in the context of the terms of the letting and the covenants governing the transaction and the general spirit of Section 108(o) of the Transfer of Property Act. Merely because a shop let out for trade in shoes and other leather goods, is used by the tenant also for the purpose of trading in readymade garments, it could not be held to be a user by the tenant of the premises for a purpose other than that for which it was leased.

In the said judgment, it has been categorically laid down that the "different user" has to be considered in respect of conversion from non-residential purpose to residential purpose or from the residential purpose to non-residential purpose. In the case discussed by the Hon"ble Apex Court, it had been categorically found that the conduct of the readymade business in the place where the premises was tenanted for the purpose of running a shoe shop will not be amounting to a different user. As far as this case is concerned, the complaint of the Respondent / landlord would be that the Petitioner/tenant had switched over to hiring furniture, erecting shamiyanas, making light arrangements etc., along with continuing the sound service, which was the original purpose of tenancy. I do not find any difference in between these two cases and therefore I could see that the dictum laid down by the Hon"ble Apex Court is squarely applicable to the present case. Therefore, the finding of the learned Rent Control Appellate Authority that the Petitioner/tenant found guilty of "different user" u/s 10(2)(ii)(b) of the Act and therefore on that ground he is liable to be evicted is not correct and liable to be set aside.

18. However, it has been brought to the notice of this Court that the learned Rent Control Appellate Authority has come to a conclusion in

Paragraph 12 of his judgment that the Petitioner/tenant had committed "wilful default". However, he had come to a conclusion on the question of

law by following the judgment of the Hon"ble Apex Court reported in 2003-1-LW-134 cited supra that two months time is essential for

concluding the "wilful default" whenever a notice of demand had been sent to the tenant. No doubt a notice has been issued by the Respondent /

landlord in Ex.P1 terminating the tenancy by stating that the Petitioner/tenant has committed "wilful default" and had not paid the rent payable at the

rate of Rs. 3000/- per month to the demised premises. The said notice Ex.P1 was taken as the notice of demand by the learned Rent Control

Appellate Authority and he had found that there was no completion of two months period before the filing of Rent Control Original Petition before

the Rent Controller. The said finding has been reached on the fact regarding the "wilful default" pleaded prior to the filing of the Rent Control

Original Petition. But in the discussion held in Paragraph 12 of his judgment, the learned Rent Control Appellate Authority had come to a

conclusion that the Petitioner/tenant had himself filed a separate RCOP. No. 100 of 2003 for depositing rent, but in the said petition also he did not

continuously pay the rent and therefore he has committed "wilful default" by not paying the rent during the pendency of the proceedings. The said

fact is different from the fact in which the learned Rent Control Appellate Authority has applied the principles of the Hon"ble Apex Court reported

in 2003 (1) LW 134 cited supra. The relevant passage would thus:

6. The submission made on behalf of the landlord that even if two months" notice for payment of rent is given, still it will be open to the Controller

under proviso to determine the question of default, was discarded by Fazal ali, J by placing on record his opinion that such a view, if accepted,

would render the very object of Explanation otiose and nugatory. The same submission which was expressly discarded in the case of S. Sundaram

Pillai (supra) has been advanced before us and obviously, we cannot entertain the same. In the case at hand, once the landlord gave a notice to the

tenant claiming the rent in arrears, he should have waited for a period of two months from the date of service of notice, and it is only on non-

payment or non-tender of rent within the period of two months that the landlord could have initiated the proceedings for eviction on the ground of

wilful default and then it would have been for the tenant to satisfy the Rent Controller that in spite of non-payment of rent for a period of two

months from the date of service of notice, he was not a defaulter for reasons. In the present case, there is the additional fact that before the

initiation of the proceedings for eviction, the factum of the tenant having deposited the rent in the Court, though in the proceedings which had stood

terminated, was brought to the notice of the landlord and the landlord having initiated the proceedings for eviction withdrew the amount of rent and

on the date when he sought for withdrawal, a period of two months from the date of notice had not expired. In such circumstances, in view of the

law laid down in the case of S. Sundaram Pillai (supra) the tenant cannot be held to be a wilful defaulter.

19. In the said circumstances, the finding of the learned Rent Control Appellate Authority is contradictory to each other. What the learned Rent

Control Appellate Authority should do was that even otherwise the judgment of the Hon"ble Apex Court is applicable to a different set of facts,

which shows no "wilful default" on the part of the Petitioner/tenant, he ought to have decided that the Petitioner/tenant had committed "wilful

default" by not paying the rent payable during the pendency of the proceedings whether it is a sum of Rs. 1000/- or Rs. 3000/- per month.

20. It is a settled law that the non-payment of the rent payable during the pendency of the Rent Control Proceedings is amounting to a "wilful

default" in payment of rent. Furthermore, it has been brought to the notice of this Court that the Petitioner/tenant was directed by this Court to

deposit a sum of Rs. 75,000/-, the admitted arrears of rent payable till such date of the grant of interim stay in favour of the revision Petitioner at

the rate of Rs. 3000/- per month. However, the said amount was not paid by the tenant. The judgment of this Court reported in 1975 (2) MLJ 25

cited supra is the answer for the default of the Petitioner/tenant. The relevant passage would run as follows:

4. ...Section 11 of the Act provides that no tenant against whom an application for eviction has been made by a landlord u/s 10 shall be entitled to

contest the application before the Controller under that section, or to prefer any appeal u/s 23 against any order made by the Controller on the

application, unless he has paid or pays to the landlord, or deposits with the Controller or the appellate authority, as the case may be, all arrears of

rent due in respect of the building up to the date of payment or deposit, and continues to pay or to deposit any rent which may subsequently

become due in respect of the building until the termination of the proceedings before the Controller or the appellate authority, as the case may be.

Though this Sub-section is strictly applicable to the proceedings before the Rent Controller and the appellate authority, the principle can be and

should be applied in proceedings in revision petitions also. The tenant cannot refrain from paying the rent merely because he has filed a civil revision

petition. Whether Section 11(1) is applicable or not, the civil revision petition is liable to be dismissed on the ground that the tenant had defaulted in

the payment of rent pending the civil revision petition. On this ground also, this revision petition is dismissed with costs.C.M.P. No. 10142 of 1974

is allowed.

When the tenant has not paid the admitted arrears of rent even during the pendency of the Revision Proceedings, this Court can also pass the order

of eviction without going into the merits of the case. As far as this case is concerned, it is an admitted fact that the conditional order passed by this

Court was not complied with and the admitted arrears has not been paid by the Petitioner/tenant to the Respondent/landlord.

21. Nextly, whether these points can be agitated by the Respondent/landlord without preferring any revision on the findings of the learned Rent

Control Appellate Authority on the point of "wilful default". The judgment of this Court reported in Dr. V.K. Jayalakshmi Vs. Mrs. M.S.

Meenakshi and Another, would run thus:

6. The learned Rent Controller also found that the tenancy was for non-residential purposes, i.e., permitting the tenant to run a clinic however the

learned appellate Judge went into the matter afresh and found that at the inception of tenancy it was for residential purposes and it was only later

on put to use for non-residential purposes, namely to run a clinic. The landladies have succeeded before the appellate authority on the ground of

owner's occupation and they lost on the ground of wilful default. That portion of the judgment of the appellate authority rendered on the ground of

wilful default is not challenged by the landladies in a separate revision before this Court. However as held by former Honourable Chief

Justice.M.N. Chandurkar of this Court in a judgment reported in M.R.M. Durai Appa Nadar Vs.P. Thirupurasundarai Ammal, 1989 (1) L.W. 46

(SN) (Summary of Judgment) that in the absence of any revision by the landladies before this Court, it would be permissible for them to argue that

the order of eviction should also be sustained on the ground which was found against them before the courts below. I am inclined to go into the

correctness or otherwise of the decision of the appellate authority on the question of wilful default also in this revision.

The said judgment is the clear answer enabling the Respondent/landlord to

agitate the findings of the learned Rent Control Appellate Authority in the Revision preferred by the tenant for sustaining the eviction order.

22. No doubt, it is true that the Rent Control Original Petition was filed originally for eviction of the tenant on three grounds. If any party failed or succeeded could prefer appeal agitating the ultimate order of the learned Rent Controller reached on the basis of the accepting or rejecting any of the grounds. Similarly in this Revision, the eviction ordered on the ground of different user has been questioned. However, the said order of eviction can be sustained on the other grounds also, if such other grounds are sustainable. Now, I could see that the order passed by the learned Rent Control Appellate Authority was not correctly based upon his findings. Even though, he has come to a conclusion that the Petitioner/tenant had committed "wilful default" in Paragraph 12 of his judgment, he has not implemented it in reaching the conclusion. On the other hand, he had deviated by saying that the Petitioner/tenant had not committed "wilful default". The other reasons for finding that the Petitioner/tenant had committed "wilful default" are also available in this Revision and therefore it is lawful to hold that the Petitioner/tenant is attracted u/s 10(2)(i) of the Act by committing "wilful default" by not paying the rent during the Rent Control Proceedings as well as in the course of the Revision Proceedings.

It is found that the "different user" as concluded by the learned Rent Control Appellate Authority is not correct and therefore liable to be set aside.

Since the ground of "wilful default" has been established as against the Petitioner/tenant, the order of learned Rent Control Appellate Authority confirming the order of eviction passed by the learned Rent Controller cannot be set aside or modified.

23. For the foregoing discussions, I am of the considered view that the order of the learned Rent Control Appellate Authority directing the eviction of the Petitioner/tenant is unassailable and cannot be interfered despite the findings of the learned Rent Control Appellate Authority regarding "wilful default" and "different user" have been vice-versa modified.

24. In fine, the Civil Revision Petition is dismissed confirming the eviction order passed by the learned Rent Control Appellate Authority. In the peculiar circumstances of the case, no direction regarding the payment of costs in this Revision. Consequently, connected Miscellaneous Petitions

are closed. Time for vacating the premises is six months.