

(1985) 01 DEL CK 0053

In the Delhi High Court

Case No : Second Appeal No"s. 241 and 319 of 1983

Prem Saroop Chopra and Mahinder Pal Singh

APPELLANT

Vs

Som Nath Bhatia and Another and Miran Gupta

RESPONDENT

Date of Decision : 28-01-1985

Acts Referred:

Delhi Rent Control Act, 1958 — Section 14(1)

Citation : (1985) 27 DLT 380 : (1985) RLR 212

Hon'ble Judges : A.B. Rohtagi, J

Bench : Single Bench

Advocate : R.K. Makhija, Alakh Kumar, C.L. Rawal, Sunil Agrawal, C.L. Sachdev and Vinay Bhasin, for the Appellant;

Judgement

Avadh Behari Rohatgi, J.

(1) These are two appeals from the orders of the Rent Control Tribunal. There is common question of law, namely, whether there is misuse of property and whether the tenant is liable to eviction under clause (k) of Section 14(1) of the Delhi Rent Control Act (the Act). This judgment will govern both the appeals, I will take up first S.A.O. No. 241 of 1983.

(2) First the statutory provisions. Clause (k) of section 14(1) of the At says that the Controller will make an order for recovery of possession on the ground namely :

"(K) that the tenant has, notwithstanding previous notice, used or dealt with the premises in a manner contrary to any condition imposed on the landlord by the Government or the Delhi Development Authority or the Municipal Corporation of Delhi while giving him a lease of the land on which the premises are situated :"

Sub-section (II) of section 14 says :

"NO order for the recovery of possession of any premises shall be made on the ground specified in clause (k) of the proviso to subsection (1), if the tenant,

within such time as may be specified in this behalf by the Controller, complies with the condition imposed on the landlord by any of the authorities referred to in that clause or pays to that authority such amount by way of compensation as the Controller may direct."

(3) These are the facts. Prem Saroop Chopra, appellant is the owner of house No. B-139, Pankha Road Residential Scheme, Janak Puri, New Delhi. S.N. Bhatia is the tenant under Chopra. Bhatia is running Lahore Montessory Primary School in a part of the said house. To the running of a primary school in the premises the Delhi Development Authority objected. They issued notices to the landlord in 1974, 1976 and 1978. The purport of these notices is that in terms of the lease between the lessee and the Lesser, the President of India, the leased land cannot be used "for any purpose other than that of a private dwelling." There is an express prohibition that on the residential plot no trade or business shall be carried on. At this stage it is convenient to quote clause 1(13):

"THE Lessee shall not without the written consent of the Lesser carry on, or permit to be carried on, on the residential plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lesser may be a nuisance, annoyance or disturbance to the Lesser and persons living in the neighborhood. Provided that, if the Lessee is desirous of using the said residential plot or the building thereon for a purpose other than that of private dwelling, the Lesser may allow such change of user on such terms and conditions, including payment of additional premium and additional rent, as the Lesser may in his absolute discretion determine."

(4) On receipt of notices the landlord required the tenant to stop misuse of the premises. The tenant did not. Thereupon the landlord brought the eviction petition.

(5) The Additional Rent Controller Mrs. Kanwal Inder by her order dated 30th November. 1978 found that there was misuse of the premises because on the residential plot a private school was functioning. The plot in terms of the lease can be used only as a "private dwelling". School is not a "private dwelling" and Therefore she found that there was misuse of the premises. But she dismissed the petition on the ground that the landlord had not proved that he had given notice u/s 14(l)(k) to the tenant.

(6) From her order the landlord appealed to the Rent Control Tribunal. In agreement with the Additional Controller the Tribunal found that the residential premises were being used for a commercial purpose and this was a misuse. Since the premises were being used for running a school the Tribunal held that it was being contrary to the terms of the lease imposed by the President of India, the Lesser. It also found that the landlord had served a notice u/s 14(l)(k) of the Act on the tenant requiring him to stop misuse. The notice was Ex. Aw .14/33.

On this view the Tribunal remanded the case to the Additional Controller for taking further proceedings in the case u/s 14(11) of the Act, after giving notice to the Delhi Development Authority.

(7) On remand the case came before Shri Kuldeep Singh, Additional Rent Controller. He gave notice to the Delhi Development Authority. The D.D.A. appeared before him and stated that for the period from 15-4-1972 to 15-12-1980 they are claiming Rs. 29,960.00 on account of misuse charges. They further added that "the Delhi Development Authority, the Lesser is keenly interested in the removal/vacation of non-conforming use of the premises in dispute. The payment of misuse charges/penalty/consideration money for the condensation of breaches of the terms of the lease deed for the past period in no way confers any right on the lessee and in no way affects the rights of the Lesser to determine the lease and reenter the premises in case the misuse continues."

(8) In the fact of this stand of the D.D.A. the Additional Controller ordered the tenant to pay Rs. 24,960.00 within two months failing which he was ordered to vacate the premises. He further ordered that "in case the tenant pays the amount he may continue in the premises but in case any future penalty or misuse charges are imposed upon the landlord that shall again be payable by the tenant. However when the D.D.A. gives its clear intention to reenter the premises then in that case the tenant will have a choice either to stop the misuse and in case he fails to stop the misuse then he shall have to vacate the premises within 2 months."

(9) From this order both parties, the landlord and the tenant, appealed to the Tribunal. What happened in the Tribunal is of importance because the present appeal is from the order of the Tribunal dated 30th April, 1983.

(10) The Tribunal held that (1) Primary school does not require recognition; (2) there is no misuse of the premises; (3) No misuse charges are required to be paid and (4) Delhi Development Authority cannot charge misuse charges from the landlord. For this view the Tribunal placed reliance on a letter of the Ministry of Works and Housing dated 26th June, 1972 which I quote below:

"GOVERNMENT OF India Ministry Of Works And Housing (NIRMAN Aur Awas MANTRALAYA) No. J-15015/2/72-LIT New Delhi, the 26 June, 1972. To The Land and Development Officer, Nirman Bhawan. NEW-DELHI Subject: Land-Running of recognised schools in residential premises- Exemption from payment of misuse charges-Policy decision. Sir, I am directed to refer to this Ministry's letter No. 7/4/68-LII dated the 7th March, 1970. on the subject noted above, wherein it was decided that running of classes in Shorthand, typewriting, music, painting, dance, and functioning of schools, i.e. nursery, primary, etc. in residential premises may not be objected to, so long as these classes/schools are run by the resident-lessees themselves or by the resident tenant of the lessees. In partial modification of those orders, it has now been decided, that in so far as schools are concerned, no objection should be taken to the use of residential premises

for the purpose of running nursery, primary, middle and higher secondary schools provided these are recognised, as distinct from the un- recognized schools. In such cases, the restriction of residence either of the lessee or the tenant will not be insisted upon. 2. The above orders will take effect from the date of issue of this letter. 3. This issues with the concurrence of the Ministry of Finance (Delhi State Division) as conveyed vide their U.O. No. 5(13)/DSDS/ 72/785 dated 1-5-1972. Yours faithfully, sd/- 26-2-1972. (TIRATH RAM) Under Secretary to the Govt. of India

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(11) The entire controversy in this appeal centres round the letter of the Ministry. The case of the tenant is that a primary school does not require any recognition from the Education Department under the Delhi School Education Act and Therefore the tenant is entitled to run a primary school in the premises. If the tenant is correct in this contention then obviously the Tribunal was right in holding that there was misuse of the premises. If there is no misuse there cannot be any misuse charges. Now can there be any eviction on the ground of misuse.

(12) In my opinion the tribunal was entirely wrong in construing this letter. It gave a clean chit to the tenant to run a primary school in a residential plot which was to be used only as a "private dwelling" in terms of the lease. The letter shows that prior to 26th June, 1972 the Government had decided not to object to functioning of schools, i.e. nursery and primary etc. in residential premises "so long as these classes/schools are run by the resident lessees themselves or by resident tenants of the lessees." This state of things.. continued from 7th March, 1970 to 26th June, 1972. On 26th June, 1972 the Ministry of Works and Housing modified the previous policy and "decided that in so far as schools are concerned, no objection should be taken to the use of residential premises for the purpose of running nursery, primary, middle and higher secondary schools provided these are recognised, as distinct from unrecognised schools. In such cases, the restriction of residence either of the lessee or the tenant will not be insisted upon." So the necessary condition for running nursery, primary, middle and higher secondary schools was that they must be recognised. If they are unrecognised school, then they cannot be run in residential premises. This is the clear meaning of this letter. Unrecognised schools could be run under the policy of 1970 provided the resident lessee or the resident tenant of the lessee was running them. But not now. They must be recognised under the policy of 1972.

(13) Now Lahore Montessori school is essentially a primary school in this house. It is up to 5th class. Counsel for the tenant says that under the Education Act a primary school up to 5th class is not required to be recognised and Therefore the words " recognized as distinct from unrecognised schools" are redundant. I cannot accept this interpretation. The letter clearly says that it must be recognised school as distinct from an unrecognised school if it is being run in residential premises. There is a blanket ban on running of unrecognised schools in residential premises. This is the effect of the letter.

(14) One of the Directive Principles of State Policy is that the State shall provide free and compulsory education for all children up to the age of fourteen years. It is the duty of the State to provide for primary schools and other schools where the children can be educated. This education is "free and compulsory". Lahore Montessori school in this case is nothing else except "trade or business", to use the words of the lease. It is a commercial venture. For private profit the school is being run. It is a private venture of Mr. Bhatia. The running of an unrecognised school is contrary to the terms of the lease. On the residential plot no "trade or business" can be carried on. The plot can be used only for the purposes of "private dwelling". The Lahore Montessori School being an unrecognised school the tenant cannot claim the protection of the Ministry's letter.

(15) That the running of the school in the residential premises is a misuse was found by the Tribunal itself in the earlier order dated 28th February, 1980. It was Therefore not open to Tribunal to hold that there was no misuse of the premises as was done in the subsequent order dated 30th April, 1983. Once there is misuse we have only to see whether the letter of the Ministry dated 26th June, 1972 gives any protection to the tenant., That letter says that the Government shall not taken any objection if the school which is being run in the residential premises is a recognised school. The school being unrecognised it must be held that there is misuse and the tenant is liable to eviction.

(16) Counsel for the tenant relies on the proviso to clause (13) of the lease which I have quoted above and submits that it was incumbent upon the landlord to apply to the President of India, the "Lesser, for change of user. If the President had refused to allow the change of user then the landlord had a cause of action against the tenant, he said. I do not agree with this contention. Section 14(l)(k) does not impose any obligation on the landlord to apply for permission for change of user. As a matter of public policy it is incumbent on the Controller to order eviction of tenant where the premises are being used contrary to the terms of the lease granted by the Government. As I have said the only question in this case is about the interpretation of the letter of the Ministry dated 26th June, 1972. On that letter I have held that the Lahore Montessori School being an unrecognised school cannot be allowed to run in the premises since it amounts to a contravention of the terms of the lease.

(17) The precise question raised in this appeal was considered by me in Daljit Singh Madan v. Gurbachan Singh, 1984 Dlt 313. This judgment was taken in appeal to the Supreme Court. The Supreme Court dismissed the SLP on 19th April, 1984. (See SLP (Civil) Nos. 2725, 2726 and 2728 of 1984, dismissed on 19th April, 1984). Applying the principle of that case I hold that there is misuse and the tenant is liable to be evicted.

(18) But sub-section (11) postulates a locus penitential .I must Therefore give time to the tenant to stop misuse and bring the use in conformity with the lease. He can use the premises as a "private dwelling". He must stop the functioning of the school. For this purpose I allow him up to 30th May 1985, when the current

school session ends. If functioning of the school is not discontinued by 30th May, 1985, the order of eviction shall be deemed to have been passed against the tenant. The parties are however left to bear their own costs throughout.

(19) On the misuse charges of Rs. 29,640.00 claimed for the period from 15th April, 1972 to 31st July, 1982 I say nothing. Section 14(l)(k) does not require me to decide it. This question does not properly fall within the scope of sub-section (11). This requires apportionment of blame between the landlord and the tenant in all the circumstances and justice of the case. It will be open to the landlord to take appropriate proceedings in a court of law.

(20) The admitted facts in this case are that the appellant landlord Mohinder Pal Singh let the premises bearing No. 12, South Patel Nagar, New Delhi to the respondent tenant, Smt. Miran Gupta, for running a school. This was done in 1960 by means of a rent deed dated 17th August, 1960. This rent note expressly says that the landlord shall have no objection of any sort if the tenant runs an educational institution therein. The tenant has been running a school right from 1960 till today.

(21) The main ground of the tenant's eviction is-and on this ground the case has been fought that the tenant has used the premises in a manner contrary to the terms and conditions imposed on the landlord by the Government while granting him a lease of the land underneath the premises. As per terms of the lease the landlord has averred that the premises cannot be used for any purpose other than residential. Since the tenant was using it for a school, her ejection was sought on this ground under clause (k) of the proviso to section 14(1) of the Delhi Rent Act. On the other ground, namely, bona fide requirement of the landlord, the case was dismissed by the Additional Rent Controller and that ground no longer survives.

(22) Now the lease in the present case was granted on 17th January, 1953 President of India to the by the landlords' predecessor in interest. Counsel for the tenant submits that there is no violation or contravention of the terms of the lease in the present case by the tenant and Therefore she is not liable to be evicted and clause (k) cannot be invoked by the landlord. For this submission he mainly relies on the term of the lease deed. The clause says that the lessee agrees:

"I(vi) : not to use the said land and buildings that may be erected thereon during the said term for any purpose other than the purpose , of constructing a house without the previous consent in writing of an officer appointed by the Lesser in this behalf; provided that the lease shall become void if the land is used for any purpose other than that for which the lease is granted not being a purpose subsequently approved by the said officer."

Counsel for the tenant submits that there is no prohibition in this clause as regards the use of the premises. All that this clause, according to him, says is that the nature of the building must be a house, no doubt, but it is not necessary

that the lessee must use the house for purposes of residence. He may use it, he says, for any purpose he likes so long as he conforms to the requirement of building a house on the demised land, which he says, is the only requirement of this clause. According to him a school is housing and living in the premises is not essential. He maintains that since the word "residence" has not been used in the clause which omission is deliberate according to him, it cannot be held that there is any violation of the term of the lease. In a word his argument is that there is no prohibition as to user in this clause. He has referred me in this connection to Webster's and Random House dictionaries to Support his contention as to the meaning of the expression "house" used in the clause.

(23) I cannot accept this contention. The primary meaning of the word "house" I take to be a dwelling house for a family. The expression "house" includes any building designed or adapted for living in. Under the lease the building has to be a "house" where a party dwelt, as people usually dwell in a house, by sleeping there at night. The word "house" imports that it shall be a place of residence. It is a permanent building in which the tenant or the owner and his family dwells or resides. This is the natural and proper meaning of the word "house". That place which a man occupies for the use of his business does not become in any sense a part of the "house". "House" means living quarters (Black's Dictionary).

(24) The lease uses two terms: "building" and "house". In the five give paragraphs the expression "building" is used. When the draftsman comes to the purpose of the building he uses the word "house". Building must be used as a house. This is the purport of the clause. House is a building. But a building is not necessarily a house.

(25) On the Lesser's land the lessee shall erect a building. This building. shall be designed as a house for living. If land is not used for erecting a building the lease shall become void. This is what the lease says.

(26) The question is whether a place where a school is kept for the purpose of girls & boys being received and passing several hours of the day there for the purpose of their education, can be termed as a "house" within the meaning of the clause. The answer must be an emphatic "not" The lease says : not to use the land and building that may be erected thereon for any purpose other than the purpose of constructing a house. This clearly means that the building is to be used as a house. Building cannot be used for the construction of a house. The land can. So we must give a sensible meaning to the word "house" appearing in the clause. The draftsman is emphatic. He says : the lease shall become void if the land is used for any purpose other than that for which the lease is granted. The lease is of land. The land is to be used for erecting a building. The building shall be used as a house. The lease is Therefore a lease for a dwelling house. This is the long and short of the case.

(27) The building must possess the characteristics ordinarily found in houses used or let for human habitation as houses. Not for trade or business. Not for

shops or commercial establishments. "House" here means a "dwelling house". By a dwelling house I understand a house in which people live or which is physically capable of being used for human habitation. No one in ordinary language would call a school a house or residence. It is true that a school is housed in a building. But that does not mean that that building where the school is run becomes a house. It is a place of imparting education. In the present case the school is being run for private profit. It is run on commercial lines. It is a business. It is a shop, to use a colloquial phrase.

(28) Therefore the expression "house" as used in the clause means living quarters", the actual bricks and mortar used for erecting the building. One sleeps at the premises at night and has one's meals upon them by day. One entertains friends at this house. The word "house" is not used as a term of art and has to be interpreted in accordance with its ordinary, proper and common day use in the context in which it appears. In a statute it may have different meaning, for example, in criminal law where the question of burglary arises. But in this lease with which alone we are concerned the meaning is plain. "House" means a dwelling house, where the owner or the tenant lives, where he sleeps, where he cooks and eats, where he reads and entertains his fiends.

(29) The principle of construction of deeds is well expressed by Willes, CJ.

"ANOTHER maxim is that such a construction should be made of the words in a deed, as is most agreeable to the deed of the grantor; the words are not the principal things in a deed, but the intent and design of the grantor". *Smith v. Packhurst*, (1972) 26 E.R. 881

(30) Counsel for the tenant referred me to *The Tata Engineering and Locomotive Company Ltd. Vs. Gram Panchayat, Pimpri Waghere*, for the meaning of the word "house". It is enough to say that I have derived no assistance from that case in deciding the present one.

(31) There was some debate before me about notice under clause (k) of the Act. It was suggested that the authorities had not issued any notice to the landlord in the present case. Counsel for the tenant re-enforces his argument by saying that throughout this long period from 1962 to 1981 though a school was running, the Government did not raise any objection to the running of the school. This, he said, shows that the authorities have not taken the stand that there is any violation of the lease.

(32) It is true that no notice has been issued by the President of India in the present case or the Land and Development Office on his behalf. But the L & Do on behalf of the President of India through its officers did appear in the case both at the stage of the trial before the Additional Rent Controller and before the Tribunal in appeal. The Land and Development Officer stated before the Additional Controller that they were claiming Rs. 52,874.11 on account of misuse charges from 28-11-1981 to 14-7-1982 from the landlord because his tenant, Smt. Miran Gupta, was running a Primary School in the premises in question.

Before the Tribunal, the Deputy Land and Development Officer appeared and he stated the same thing. But for eviction under clause 14(l)(k) notice from the Government or the Delhi Municipal Corporation or the Delhi Development Authority (the three authorities mentioned in the sub- , section) threatening cancellation of the lease is not necessary. *Commander N.N. Seth v. M.C. Dawar* (1972 Rlr Note 130). It is not a precondition to the institution of an eviction petition against the tenant that the authority must have issued a notice of the forfeiture of the lease to the tenant and that it is only after the receipt of the notice that the landlord can go to court. The mere fact that from 1962 to 1981 the Lesser has not taken any action or objection does not mean that the Lesser has waived his right.

(33) The Additional Rent Controller ordered the tenant to stop misuse of the premises within one month from the date of his order dated 3-11-1982 and further directed him to pay misuse charge claimed by Land and Development Officer amounting to Rs. 52,874.11. He further held that if any of the conditions is not fulfilled ,an order of eviction will be deemed to have been passed in favor of the landlord against the tenant. From this order the tenant appealed to the Tribunal. The Tribunal took an entirely different view. Before the Tribunal the Ministry's letter dated 26-6-1972 was cited and this letter was the point of controversy between the parties. I have quoted this letter in the other appeal.

(34) On the letter of the Ministry the Tribunal gave two findings. Firstly, it held that a primary school does not need any recognition and the letter of 26th June, 1972 shows that no objection can be taken to the running of a - primary school by the Government. Secondly, it said that the Government. does not seem to be "serious" in stopping the misused .It summed up his conclusions in these words :

"THEREFORE, when it is not obligatory that primary school must be recognised under the Delhi Municipal Corporation Act or the Delhi School Education Act 1973, it means something for all primary school or in other words, recognition is not material and this aspect in the letter of 26-6-1972 is of least consequence. This gets the corroboration from the fact that from the year 1960 to 1981, no objection was taken about the misuse of land by the land and development office. It has Therefore to be held that the land and development office cannot object against the running of a primary school in residential area as per its own letter dated 26-6-1972. So long as this letter is valid, Therefore, the landlord cannot seek eviction and condition must necessarily cannot be imposed. No misuse charges can be permitted to be paid and the Land and Development Office is not to charge the same from the landlord."

(35) The Tribunal completely watered down the letter of the Ministry dated 26-6-1972 when it says that the Land and Development Officer is not "serious" in stopping the misuse .It has diluted the effect of that letter in two ways. Firstly, that primary school does not need recognition and secondly, the Government is not "serious" about the whole affair. In my opinion it is a misreading of the letter. Under the letter dated 7th March, 1970, running of classes in shorthand,

typewriting, music, painting, dance and nursery, primary etc. in residential premises was not being objected to provided the resident tenant or the resident lessee who running them. This policy was modified on 26-6-1972 and a new condition was imposed in place of the old. If the school is a recognised school "as distinct from the unrecognised school" the Lesser said that he will not object.

(36) I have already said that free and compulsory education is the duty of the State. Private individuals can run schools. But in their hands in most cases it is a business or a trade. There is no altruistic element in running such schools. Their main object is to make profit. Therefore what that the Government did in 1972 was this. They accepted their obligation to open schools for free and compulsory education but took the aid of voluntary agencies if the schools are recognised. If a school run by a voluntary agency is recognised and is running in a residential plot the Lesser in public interest agreed that he will not raise any objection. But if the school is unrecognised the latter does not say that the Lesser shall not object. That the school must be recognised is the first requirement before it can be allowed to run in a residential premises. Since I have already dealt with this issue in the other appeal which I decided yesterday I will not dilate further on this aspect.

(37) But the reasoning of the Tribunal is entirely erroneous. In the other appeal it observed that clause (k) is becoming an easy instrument in the hands of unscrupulous landlords to evict their tenants and the law needed amendment by the legislature. In the present case it took the view that the Government is not "serious" about stopping misuse of the premises and Therefore it allowed the appeal of the tenant and set aside the order of eviction. In fact it went on to hold that no misuse charges are payable so long as the letter of 26-6-1972 stands. It said "no misuse charges can be permitted to be paid and the Land and Development Officer is not to charge the same from the landlord". So by one stroke of pen it cut down the rights of the paramount Lesser. On this finding the terms of the lease are abrogated. The Act takes away the freedom of each man to do as he likes with his own land. Clause (k) is based on the concept of planning and public interest. To allow misuse on terms of payment of misuse charges, as was done by the Controller, is to frustrate the policy of the Act. To hold that there is no misuse as was found by the Tribunal, is to go utterly against the law as embodied in the Act and the Lesser's letter. The Lesser is favorably inclined towards recognised schools. But not unrecognised ones. This is the pith and substance of the letter.

(38) The protection of public interest is entrusted to the three authorities mentioned in clause (k), namely, the Government, the Delhi Development Authority, and the Municipal Corporation of Delhi. There is a contest between the interest of the public at large and the interest of a private individual such as the landlord. As between their conflicting interest the law says public interest shall prevail over the private interest. The Lesser is prepared to relax the condition as to user in favor of recognised institutions for the education of children in public

interest.

(39) The view of the Tribunal in the judgments under appeal is that the landlords are abusing their rights. As a result it held that the landlord was not entitled to indictment and the paramount Lesser is not entitled to misuse charges. Both findings are grounded in the Ministry's letter. In my opinion the Tribunal has misconstrued the letter. Only recognised institutions are allowed in residential premises. If a primary school is not recognised and a Higher Secondary school having primary classes is recognised it means that such schools as are recognised can function in residential plots. This is the clear intention of the Ministry's letter.

(40) Our first duty is to administer justice according to law, the law which is established for us by Act of Parliament or the binding authority of precedent e.g. in this case, Faqir Chand Vs. Shri Ram Rattan Bhanot, . I have followed this case in Daljit Singh Madan v. Surender Kumar, 1984 Dlt 313 Reform of the law or amendment as suggested by the Tribunal is the task not of the courts of law but of Parliament.

(41) It is nobody's case that the terms of the lease of the paramount Lesser are not binding on the lessee. The lessee has agreed to abide by them. The tenant cannot say that they have got no effect and that the Lesser cannot levy the misuse charges. The Lesser has agreed to allow recognised schools to run in the residential plots which he leased to the lessee. He has nowhere agreed that even if the school is unrecognised he will not claim any misuse charges or permit the premises to be used even for running of unrecognised schools.

(42) For these reasons the order of the Tribunal dated 28-7-1983 is set aside. The tenant is directed to stop misuse of the premises on- or before 31-5-1985, failing which an order of eviction shall be deemed to have been passed in favor of the landlord against the tenant. I say nothing on the question of damages. The parties are left to bear their own costs.