

(1987) 05 AHC CK 0006
In the Allahabad High Court
Case No : Writ Petition No. 4419 of 1987

Raj Kishore

APPELLANT

Vs

District Judge and Others

RESPONDENT

Date of Decision : 08-05-1987

Acts Referred:

Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 —
Section 21, 21(1)

Citation : (1987) 05 AHC CK 0006

Hon'ble Judges : Ravi S. Dhavan, J

Bench : Single Bench

Advocate : V.B. Singh, for the Appellant;

Judgement

Ravi S. Dhavan, J.—The issue in the present writ petition relates to two retired people wanting to reside in an accommodation. The landlord retired from the Army as a Junior Commissioned Officer and desires to firstly reside in the accommodation which he owns and secondly use it also for setting up his practice as a Doctor. The landlord is residing in an accommodation which he has taken on rent. This accommodation has only one room 8" x 10" verandah and a privy. There are five members which constitute his family.

2. The accommodation where the tenant resides was purchased by the landlord seven years ago. In these circumstances the landlord sought release of the accommodation in possession of the tenant, u/s 21 of Uttar Pradesh Act No. XIII of 1972.

3. The tenant has also retired from service. His one son is employed in Delhi. The other son, is married, and has given the Petitioner a grand son and 1142 they reside with the Petitioner. The written statement discloses that he is a medical representative and has a vocation of his own.

4. The Prescribed Authority granted the release of the accommodation to the landlord. The District Judge in appeal affirmed the order of the Prescribed

Authority. The tenant has filed this petition before this Court Under Article 226 of the Constitution of India. The tenant contends, that during the pendency of the proceedings he and his family have had to suffer consequences of two unfortunate incidents. Firstly, he met with an accident and this impaired his normal movement. Secondly his married daughter was deserted by her husband and she lives with him

5. The case of both the tenant and the landlord as presented before the courts below is one basically of hardships The landlord is also a retired personnel of the Army and lives in a small rented accommodation when he otherwise has a house of his own. In his family there are five members and they are all bundled in one room. The tenant has also retired, has two sons who make a living on their own and his daughter had been married but lives with him now after she was deserted. The tenant is convalescing after injuries sustained in an accident. It is not the tenant's case that the landlord does not bonafide require the accommodation for his personal use. The denial of the accommodation to the landlord, in the facts and circumstances of the present case, will cause extreme hardship to him and the very purpose for which Section 21(1) of the Act permits release of an accommodation, would be defeated, if the landlord lives in a rented accommodation when he could reside in his own house. The tenant would also face hardship in parting with the accommodation immediately. The landlord cannot be denied the accommodation and to this extent both the courts below came to a right conclusion. It appears that probably it did not strike either of the courts below to grant sufficient time in the facts and circumstances of the case to the tenant to vacate the accommodation.

6. Thus, the court, regard being had to this facts of the present case, consider it appropriate that the ends of justice would be met if the tenant were to be granted one year, effective from the date of the appellate order, to wind up his affairs in the present accommodation and deliver it in a vacant state to the landlord ; one month granted by the appellate court, in the circumstances is not sufficient.

7. Thus this Court is not interfering with the decisions on merits delivered by the courts below but it is exercising its discretion in granting further time to the tenant to reside in the accommodation till 31st March, 1987. The tenant Petitioner will deliver vacant possession of the accommodation he at present occupies on or before 31st March, 1987, in pursuance of a personal undertaking given by an affidavit already filed before this Court. The possession will be delivered without any let or hindrance and peaceably to the landlord. During the period of occupation, the Petitioner will continue to pay the same amount for use and occupation of the accommodation, as he had heither to paid as rent, should any of the conditions by which indulgence has been granted by this Court to reside in the accommodation be violated by the tenant, he shall be liable to be evicted forthwith.

8. The writ petition is, thus, dismissed.