

(1980) 12 AHC CK 0041
In the Allahabad High Court
Case No : Civil Misc. Writ No. 9334 of 1979

Rajpal Singh

APPELLANT

Vs

Sanarsi Dass Pushkar Dayal through Sri Om Prakash Partner
and Others

RESPONDENT

Date of Decision : 15-12-1980

Acts Referred:

Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 —
Section 10, 3, 6, 8

Citation : (1981) AWC 22

Hon'ble Judges : S.D. Agarwala, J

Bench : Single Bench

Advocate : A. Hajela, for the Appellant; Radha Krishna, Prakash Krishna and
S.C., for the Respondent

Final Decision : Dismissed

Judgement

S.D. Agarwala, J.—This is a petition under Article 226 of the Constitution of India challenging the order of the Rent Control and Eviction Officer dated 16th November, 1978 and the appellate order dated 2nd November, 1979 fixing the standard rent in respect of the building in dispute at the rate of Rs. 225/- per month.

2. The property in dispute is half portion of 37-A, New Mandi, Muzaffarnagar. The property was in existence on 15th July, 1972, when U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972, U.P. Act No. XIII of 1972, hereinafter referred to as the Act, came into force. Prior to the coming into force of the Act the entire house No. 37-A was under the tenancy of Krishi Nirikshak Buffer Godown on a monthly rent of Rs. 450/- per mensem. In November 1972 the Krishi Nirikshak vacated the godown. Half portion was allotted to one Nagina Singh and the other half portion was allotted to the Petitioner on 23rd February, 1973. After the allotment of the accommodation in favour of the Petitioner the Petitioner moved an application before the Rent Control and Eviction Officer on

30th May, 1973 for determining the rent payable by the Petitioner. The Rent Control and Eviction Officer by order dated 16th November, 1978 fixed Rs. 225/- as the agreed rent. An appeal was filed. In appeal also the appellate authority maintained the fixation at Rs. 225/- per mensem.

3. learned Counsel for the Petitioner has urged that in view of Section 3(k)(i)(a) the standard rent should have been Rs. 38/50 and not Rs. 225/- as there was no agreement between the Petitioner and the landlord, Respondent No. 1.

Section 3(k)(i)(a) of the Act is as follows:

"standard rent", subject to the provisions of Sections 6, 8 and 10 means--

(i) in the case of a building governed by the old Act and let out at the time of the commencement of this Act :

(a) where there is both an agreed rent payable therefor at such commencement as well as a reasonable annual rent (which in this Act has the same meaning as in Section 2(f) of the old Act, reproduced in the Schedule) the agreed rent, or the reasonable annual rent plus 25 per cent thereon, whichever is greater;

4. The above sub-clause (i) (a) provides that in the case of a building governed by the old Act and let out at the time of the commencement of the Act where there is both an agreed rent payable therefore at such commencement as well as a reasonable annual rent, the agreed rent or the reasonable annual rent plus 25 per cent thereon, whichever is greater, will be the standard rent. In the instant case the property in dispute admittedly was let out at the time of the commencement of the Act, viz. 15th July, 1972 to Krishi Nirikshak at the rate of Rs. 450/- per mensem. The reasonable rent, however, is Rs. 38/50 in accordance with Clause (a). In case the agreed rent was higher than the annual reasonable rent then the agreed rent would be the standard rent. In Clause (a) the words used are "agreed rent at the commencement/ viz. on 15th July, 1972. In the instant case the agreed rent at the commencement of the Act was Rs. 450/-. This was admittedly higher than the reasonable annual rent. In the circumstances the standard rent for the entire building would be Rs. 450/- plus 25 per cent thereon. The Petitioner having only got allotted half portion of the said building the standard rent of the building would be Rs. 225/- plus 25 per cent thereof. The Rent Control and Eviction Officer granted only Rs. 225/- as the standard rent as that was the amount claimed by the landlord. In my opinion the view taken by the Rent Control and Eviction Officer and the appellate authority is in accordance with law.

5. In the result there is no force in this petition. It is accordingly dismissed but in the circumstances of the case parties are directed to bear their own costs.