

(2026) 03 AHC CK 0345

In the Allahabad High Court

Case No : Matters Under Article 227 No. 3759 Of 2026

Ram Dulari And Another

APPELLANT

Vs

Harshit Yadav And Another

RESPONDENT

Date of Decision : 25-03-2026

Acts Referred:

Code Of Civil Procedure, 1908 — Order 15 Rule 5, Order 15 Rule 5(1), Constitution Of India, 1950-Article 227
Uttar Pradesh Urban Buildings (Regulation Of Letting, Rent And Eviction) Act, 1972 — Section 30, 30(1)

Citation : (2026) 03 AHC CK 0345

Hon'ble Judges : Dr. Yogendra Kumar Srivastava, J

Bench : Single Bench

Advocate : Akanksha Mishra

Final Decision : Dismissed

Judgement

Dr. Yogendra Kumar Srivastava, J

1. Heard Ms. Akanksha Mishra, learned counsel for the petitioners.
2. The present petition has been filed under Article 227 of the Constitution of India seeking to assail (i) the order dated 25.10.2021 passed by the Civil Judge (Junior Division), Moradabad in Misc. Case No. 194 of 2021 (Smt. Ram Dulari and Others vs. Harshit Yadav), and (ii) the order dated 13.11.2025 passed by the Additional District Judge/Fast Track Court No. 2, Moradabad in Civil Revision No. 21 of 2022, whereby the revision preferred against the earlier order has been dismissed.
3. Brief facts of the case are that the petitioners claim to be tenants in the premises in question since long, where a tailoring shop is being run as a source of livelihood. It is stated that rent was being regularly paid and after the death of the original tenant, the petitioners continued in possession and allegedly tendered rent to the respondent-landlord, who had purchased the property in

the year 2010. It is further asserted that the landlord subsequently refused to accept rent, whereafter a money order dated 19.07.2021 was sent, which was not accepted. Consequently, the petitioners instituted proceedings under Section 30(1) of the U.P. Act No. 13 of 1972 by filing an application, registered as Misc. Case No. 194 of 2021, seeking permission to deposit rent.

4. During the pendency of the said proceedings, the respondent-landlord brought on record that prior to the institution of the application under Section 30, an S.C.C. Suit No. 41 of 2021 for eviction and recovery of arrears of rent had already been instituted on 17.08.2021 before the Judge, Small Causes Court, Moradabad, and notice thereof had been duly served upon the tenants. On the basis of the said fact, it was contended that the proceedings under Section 30 were not maintainable.

5. The trial court, upon consideration of the material on record, including the certified copies of the S.C.C. suit and proof of service, recorded a finding that the eviction suit between the parties was already pending and, therefore, the tenants were required to deposit rent before the court where the eviction suit was pending, in accordance with law, and recourse to Section 30 was not available. Accordingly, the application filed by the petitioners under Section 30 was rejected by order dated 25.10.2021.

6. Aggrieved, the petitioners preferred Civil Revision No. 21 of 2022, which has been dismissed by the revisional court vide order dated 13.11.2025, affirming the reasoning of the trial court and holding that once an eviction suit is pending, deposit of rent is to be made in the said proceedings and not under Section 30 of the Act.

7. Learned counsel for the petitioners submits that the courts below have erred in law in overlooking that Section 30 of the U.P. Act No. 13 of 1972 provides a statutory mechanism enabling a tenant to deposit rent where the landlord refuses to accept the same, and that the pendency of an S.C.C. suit does not bar recourse to such provision.

8. It is further contended that the view taken by the courts below that rent ought to be deposited under Order XV Rule 5 CPC is misconceived, inasmuch as the said provision governs deposits during pendency of the suit, whereas Section 30 operates independently and permits deposit before the prescribed authority.

9. The principal issue which arises for consideration in the present petition is as to whether a tenant can validly invoke the provisions of Section 30 of the U.P. Act No. 13 of 1972 for deposit of rent in court, in a situation where an S.C.C. suit instituted by the landlord for eviction and recovery of arrears of rent in respect of the same premises is already pending.

10. Before examining the submissions advanced on behalf of the petitioners and the correctness of the impugned orders, it would be apposite to refer to the relevant statutory provision, which is reproduced below:

“30. Deposit of rent in court in certain circumstances —

(1) If any person claiming to be a tenant of a building tenders any amount as rent in respect of the building to its alleged landlord and the alleged landlord refuses to accept the same then the former may deposit such amount in the prescribed manner and continue to deposit any rent which he alleges to be due for any subsequent period in respect of such building until the landlord in the meantime signifies by notice in writing to the tenant his willingness to accept it.

(2) Where any bona fide doubt or dispute has arisen as to the person who is entitled to receive any rent in respect of any building, the tenant may likewise deposit the rent stating the circumstances under which such deposit is made and may, until such doubt has been removed or such dispute has been settled by the decision of any competent Court or by settlement between the parties, continue to deposit the rent that may subsequently become due in respect of such building.

(3) The deposit referred to in sub-section (1), or sub-section

(2) shall be made in the Court of the Munsif having jurisdiction.

(4) On any deposit being made under sub-section (1), the Court shall cause a notice of the deposit to be served on the alleged landlord, and the amount of deposit may be withdrawn by that person on application made by him to the Court in that behalf.

(5) On a deposit being made under sub-section (2), the Court shall cause notice of the deposit to be served on the person or persons concerned and hold the amount of the deposit for the benefit of the person who may be found entitled to it by any competent Court or by a settlement between the parties, and the same shall be payable to such person.

(6) In respect of a deposit made as aforesaid, it shall be deemed that the person depositing it has paid it on the date of such deposit to the person in whose favour it is deposited in the case referred to in sub-section (1) or to the landlord in the case referred to in sub-section (2).”

11. A plain reading of Section 30 of the U.P. Act No. 13 of 1972 makes it evident that the provision is designed to operate in limited contingencies where the tenant is unable to pay rent due to refusal by the landlord or a bona fide doubt as to the person entitled to receive such rent.

12. In *Haider Abbas vs. Additional District Judge & Ors*[2006 (1) ADJ 197 (All) (DB)], the Court had occasion to examine the interplay between Section 30 of the U.P. Act No. 13 of 1972 and Order XV Rule 5 CPC, particularly in the context of deposits made after the institution of a suit for arrears of rent. The question which fell for consideration was whether deposits made under Section 30(1) subsequent to service of summons could be taken into account for determining compliance with the requirements of Order XV Rule 5 CPC, especially while

considering whether the tenant's defence was liable to be struck off. Upon a detailed analysis of the statutory provisions, the Court delineated the scope and stage-wise applicability of such deposits and held that the legislative scheme consciously distinguishes between deposits made prior to the institution of the suit and those made during its pendency.

13. The relevant observations are extracted below:

"15. What has to be noticed in Order XV Rule 5 CPC is that the Legislature while defining "monthly amount due" which has to be deposited during the continuation of the suit has deliberately excluded the deduction of any amount deposited under Section 30 of the Act. We are, therefore, faced with a situation where the same Rule defines "entire amount admitted by him to be due" and "monthly income due" occurring in the first part and second part respectively of the Rules and while the former phrase stipulates the deduction of the amount deposited under Section 30 of the Act, the second part omits to mention such a deduction. It has, therefore, to be inferred that the Legislature has, in its wisdom, deliberately made a provision for deduction of the deposit of the amount under Section 30 of the Act only in respect of the amount to be deposited at or before the first date of hearing and not in respect of the monthly amount to be deposited throughout the continuation of the suit. This, coupled with the fact that both Explanation 2 and Explanation 3, referred to above provide "after making no other deduction except..." clearly leads us to no other conclusion except that only such deductions are to be made which have been specifically provided. The "monthly amount due" has to be construed in the manner provided for in Explanation 3 to Rule 5 (1) of Order XV CPC and in no other manner.

.....

25. It, therefore, follows that the amount due to be deposited by the tenant throughout the continuation of the suit has to be deposited in the Court where the suit is filed otherwise the Court may strike off the defence of the tenant since the deposits made by the tenant under Section 30 (1) of the Act after the first hearing of the suit cannot be taken into consideration."

14. The Court thus made it explicit that the statutory benefit of adjustment of deposits under Section 30 is confined only to the stage of initial compliance, and does not extend to deposits required during the subsistence of the suit. Emphasizing the mandatory nature of continued deposits before the court seized of the matter, it was further held :

"37. We, therefore, upon an analysis of the provisions of Rule 5 (1) of Order XV CPC, hold that while depositing the amount at or before the first hearing of the suit, the tenant can deduct the amount deposited under Section 30 of the Act but the deposits of the monthly amount thereafter throughout the continuation of the suit must be made in the Court where the suit is filed for eviction and recovery of rent or compensation for use and occupation and the amount, if any, deposited under Section 30 of the Act cannot be deducted."

15. The structure and intent Section 30 of the U.P. Act No. 13 of 1972 indicates that it is a protective and enabling provision intended to safeguard a tenant from the consequences of default in payment of rent in situations where such payment is rendered impossible due to the conduct of the landlord or due to a bona fide dispute. The provision permits deposit of rent before the designated Court only in two contingencies—first, where the landlord refuses to accept rent when tendered, and second, where there exists a genuine doubt or dispute as to the person entitled to receive such rent. The legislative intent is to ensure that a willing tenant is not penalized merely because of refusal or uncertainty, and that the obligation to pay rent may be duly discharged through a legally recognized substitute mechanism.

16. The statutory scheme thus clearly indicates that Section 30 is a pre-litigation protective mechanism, enabling a tenant to safeguard himself against consequences of default in situations of refusal or uncertainty. However, once an eviction suit for arrears of rent is instituted and the dispute enters the domain of judicial adjudication, the legal regime governing deposit of rent undergoes a shift. The tenant thereafter becomes subject to the discipline of the court seized of the matter, and the obligation to deposit rent is regulated by the procedural framework applicable to such proceedings, particularly Order XV Rule 5 CPC.

17. In this context, the deeming fiction under sub-section (6) cannot be extended beyond its intended field so as to validate deposits made dehors the pending suit, nor can Section 30 be invoked in a manner that would dilute or defeat the statutory requirement of deposits during the pendency of eviction proceedings.

18. Consequently, any deposit made by the tenant under Section 30 during the pendency of such proceedings cannot be treated as valid tender or payment of rent in the eyes of law. Such deposits neither satisfy the statutory requirement governing deposits during litigation nor enure to the benefit of the tenant for the purposes of claiming protection against eviction. Permitting such deposits would defeat the procedural discipline envisaged under the Act and allow the tenant to circumvent the jurisdiction of the court where the lis is pending.

19. A harmonious construction of Section 30 with the procedural law leads to the inescapable conclusion that recourse to Section 30 is not permissible once an S.C.C. suit for eviction and recovery of rent is pending between the parties, and any such deposit would neither constitute valid compliance of the tenant's obligation nor enure to his benefit in resisting eviction on the ground of default.

20. It is recognized that once eviction proceedings are instituted, all deposits of rent must be made before the court seized of the matter, and not before the authority contemplated under Section

30. Any deposit made otherwise, during the continuation of the suit, is of no legal consequence and cannot be taken into account while determining default or extending the benefit of statutory protection to the tenant.

21. Section 30 of the U.P. Act No. 13 of 1972 is to be understood as a protective provision intended to safeguard a tenant at a stage prior to the institution of litigation, in circumstances where the landlord refuses to accept rent or where there exists a bona fide doubt as to the person entitled to receive the same. The remedy is thus confined to a pre-litigation field and is designed to ensure that a tenant, willing to pay rent, is not exposed to the consequences of default due to reasons beyond his control.

22. The submissions advanced on behalf of the petitioners do not merit acceptance. Section 30 of the U.P. Act No. 13 of 1972, though providing a mechanism for deposit of rent in cases of refusal by the landlord, operates within a narrowly defined field and cannot be invoked once the dispute has become subject matter of adjudication before a competent court. With the institution of an S.C.C. suit for eviction and arrears of rent, the relationship between the parties becomes sub judice, and the tenant is thereafter required to comply with the statutory regime governing such proceedings.

23. The further contention that Order XV Rule 5 CPC is inapplicable is equally untenable. The said provision specifically regulates the obligation of the tenant to deposit admitted rent and continue to deposit the monthly amount during the pendency of the suit before the court seized of the matter. Acceptance of the petitioners' contention would render the said provision otiose and defeat the legislative intent underlying it. The courts below have, therefore, rightly held that once the suit is pending, deposit of rent must be made in that very proceeding and not under Section 30 before another forum.

24. The rejection of the petitioners' application under Section 30 is in consonance with the settled legal position governing the field. Once the dispute between the landlord and tenant has crystallized into a lis before a competent court by institution of an eviction suit for arrears of rent, the permissibility of deposit can no longer be determined in isolation under Section 30. The pendency of such proceedings brings the matter within the exclusive domain of the trial court, and any deposit of rent must necessarily conform to the procedural discipline governing such proceedings.

25. It is, therefore, evident that the courts below have rightly appreciated the pendency of the S.C.C. suit and have correctly applied the law in holding that the proceedings under Section 30 were not maintainable in the facts of the present case.

26. No jurisdictional error, manifest illegality or perversity has been demonstrated in the impugned orders so as to warrant interference in exercise of supervisory jurisdiction under Article 227 of the Constitution of India.

27. The petition is devoid of merit and is, accordingly, dismissed.