
(2000) 01 AHC CK 0065

In the Allahabad High Court

Case No : Civil Miscellaneous Writ Petition No. 3861 of 1989

R.B.Pradhan

APPELLANT

Vs

Rent Control and Eviction Officer and Others

RESPONDENT

Date of Decision : 07-01-2000

Acts Referred:

Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 —
Section 12, 16

Citation : (2000) 01 AHC CK 0065

Hon'ble Judges : S.N.Agarwal, J

Final Decision : Allowed

Judgement

Sudhir Narain, J.—This writ petition is directed against the order dated 131989 passed by the Rent Control and Eviction Officer Respondent No. 1 declaring premises No. 78, New Bairhana, Allahabad in dispute as vacant.

2. An application was filed by one Deo Narain Chakravarti for allotment alleging that the disputed premises was in occupation of one R.B. Pradhan, Advocate without any allotment order being passed in his favour. On this application, the Rent Control and Eviction Officer directed the Rent Control Inspector to submit a report. The Rent Control Inspector submitted his report on 781981 stating that R.B. Pradhan was in occupation of the premises since the year 1980 without any allotment order. The Rent Control and Eviction Officer, on the basis of the report, issued a notice to the petitioner to show cause why the disputed premises be not declared as vacant.

3. The petitioner filed objections stating that he was in occupation of the disputed premises prior to 571976. He had entered into an agreement with Sri Awadhesh Kumar Shukla, the previous landlord on 111975. The agreement of tenancy was duly signed by Sri Awadhesh Kumar Shukla. He was entitled to regularisation of the tenancy under Section 14 of U.P. Act No. 13 of 1972. He filed rentnote and two affidavits of the neighbouring residents, namely, Shri G.D. Srivastava, ExVice Principal, Government Inter College, Allahabad resident of

premises No. 79, New Bairhana, Allahabad by the side of the petitioner's house under the tenancy and Shri Jai Ram Singh, Head of the Botany Department Kulbhaskar Ashram Degree College, Allahabad, resident of premises No. 55, New Bairhana Road, residing in front of the petitioner's premises. He stated that the petitioner was living in the disputed premises prior to 5/1/1976. The Rent Control and Eviction Officer declared the disputed accommodation as vacant by order dated 13/1/1989 taking the view that the petitioner failed to adduce any evidence to show that he was in occupation of the disputed premises prior to 5/1/1976. This order has been challenged in the instant petition.

4. I have heard Sri A.K. Gupta, learned counsel for the petitioner and Sri Ravi Kiran Jain, learned Senior Advocate, appearing for the contesting respondents.

5. Learned counsel for the petitioner contended that the petitioner had filed rent note. It bears the signatures of Awadhesh Kumar Shukla, the previous landlord and two affidavits of the respected persons residing adjoining to the house of the petitioner. The rentnote was executed on 11/1/1975. The Rent Control and Eviction Officer did not consider the said rentnote. Further the affidavits of Sri G.D. Srivastava and Sri Jai Ram Singh were not considered. This materially has affected the decision of the Respondent No. 1.

6. In the counteraffidavit, it is not denied that the rent note was filed. The contention of the respondents is that the said document is a forged one. The Rent Control and Eviction Officer should have considered as to whether the rentnote submitted by the petitioner is forged or not. He was to further consider the affidavits filed on behalf of the petitioner and as the material evidence has been ignored by the Rent Control and Eviction Officer, his order is vitiated in.

7. In view of the above, the writ petition is allowed and the order passed by Respondent No. 1 is hereby quashed. He is directed to decide the question of vacancy afresh in accordance with law keeping in view the above observations within a period of two months from the date of presentation of a certified copy of this order before him.

In the circumstances, however, the parties shall bear their own costs.