

(1997) 01 DEL CK 0007
In the Delhi High Court
Case No : C.M. (M) No. 69 of 1979

Rex Optical Co.

APPELLANT

Vs

Kanwal Industries Corporation and another

RESPONDENT

Date of Decision : 10-01-1997

Acts Referred:

Citation : (1997) 2 AD 107 : (1997) 2 ARBLR 160 : (1997) 65 DLT 573 : (1997) 40 DRJ 325 : (1997) 1 ILR Delhi 182 : (1997) RLR 173

Hon'ble Judges : R.C. Lahoti, J

Bench : Single Bench

Judgement

R.C. Lahoti, J.—The petitioner is aggrieved by an order of the Addl. Rent Controller, Delhi rejecting an application u/s 34 of the Arbitration Act seeking of the proceedings.

2. The plaintiff/non-petitioner has initiated proceedings u/s 45 of the Delhi Rent Control Act, 1958 alleging himself to be a tenant of the petitioner and complaining of a tenant of the petitioner and complaining of disconnection of power supply by the petitioner. The petitioner took the plea that there was no landlord tenant relationship between the parties. There was only an agency agreement between the parties and Therefore, Section 45 of the Delhi Rent Control Act was not attracted. It was further averred that the agreement between the parties contained an arbitration clause according to which the disputes arising between the parties were liable to be referred to arbitration and Therefore, the proceedings before the Rent Controller were liable to be stayed.

3. The learned Rent Controller has formed an opinion that the jurisdiction vested by Section 45 of the Delhi Rent Control Act was an exclusive jurisdiction vesting in the Rent Controller which could not be exercised nor could have been vested in the arbitrator by an agreement between the parties. The application u/s 34 of the Arbitration Act filed by the petitioner has, Therefore, been rejected.

4. In the opinion of this court not fault can be found with the view taken by the

Rent Controller. u/s 45 of the Delhi Rent Control Act no landlord shall withhold any essential supply or service enjoyed by the tenant in respect of the premises let to him. Contravention by the landlord may be complained against by the tenant to the Controller who if satisfied may direct the restoration of the supply or services. By virtue of Section 50 of the Act, the jurisdiction of the Civil Court to entertain any suit or proceeding in respect of the matters covered by Section 45 stands excluded.

5. The provisions of Section 45 are beneficial provisions intended to safeguard the tenants from the hands of unscrupulous landlords resorting to extra legal methods for pressuring the tenants into vacating the premises or enhancing the rent. The provision is based on public policy. The jurisdiction so vested in the rent controller cannot be taken away and vested in the arbitrator merely by agreement of the parties. There is yet another reason for taking between the parties may be liable to be referred for adjudication by arbitrator but a dispute arising within the meaning of Section 45 of the DRC Act cannot be said to be a dispute arising out of a contract between the parties. For the foregoing reasons, no fault can be found with the view taken by the Rent Controller.

6. Yet another contention raised was that the Rent Controller did not have jurisdiction to hear and try the dispute inasmuch as there was no landlord tenant relationship between the parties. That is not the question to be decided for disposing of the application u/s 34 of the Arbitration Act. If the Rent Controller forms an opinion that the landlord-tenant relationship does not exist between the parties. He may reject the main application itself filed by the respondent but that has nothing to do with the disposal of the application u/s 34 of the Arbitration Act. The petitioner is dismissed.

7. Petitioner dismissed.