

Control of Eviction of Tenants under Delhi Rent Control Act, 1958

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Abstract

After the onset of the Second World War in 1939, the Defence of India Rules enacted the first rent control measures in Delhi. This was restricted to New Delhi and the Notified area, Civil Station. It was latterly realised that there was a need of comprehensive enactment related to Rent Control in Delhi. The Delhi Rent Control Act, 1958, came into force on February 9, 1959. The enactment protects the rights of the tenants and as well as landlords. The aim was to assist the population in resettling after the partition and to make it easier for families to integrate into Indian society. Tenants in Delhi were given rights against untimely eviction under the rent control legislation. This also protected the poor from being homeless, as they could not buy a home or apply for loans. The purpose of an Act is to regulate rentals, evictions, and hotel and lodging house prices, as well as the leasing of vacant properties to the government, in certain districts of the Union territory of Delhi. Section 14 of the Act provides the provision related to protection of the tenants from eviction. In this paper the complete analyses of Section have been done along with other relevant provisions given under the act in order to protect the interest of the tenants and landlords.

Keywords: Eviction, tenants, Delhi rent control act, property, possession and landlord

INTRODUCTION

Chapter III of the Delhi Rent Control Act, 1958 comprising Section 14 to 25, deals with the “**Control of Eviction of Tenants.**” Section 14 is important in this regard. Section 14, with the marginal note of “Protection of tenant against eviction” sets out the grounds, proof of anyone of which enable the landlord to re-enter. Right of re-entry of a landlord is made specifically subject to the provisions of Section 14.

SECTION 14 OF DELHI RENT CONTROL ACT, 1958

Section 14(1) [1] reads as follows:

“Notwithstanding anything to the contrary stated in any other law or contract, no Court or Controller shall make any order or decree for the recovery of ownership of any premises against a tenant, in favour of the landlord.”

Thus, Section 14(1) of the Delhi Rent Control Act, 1958 specifies that no order or judgement for the recovery of possession of any premises will be granted in favour of the landlord against a tenant by any court or Controller. However, proviso to Section 14 enumerates the grounds under section **14(1)(a) to 14(1)(l)** on which the Controller or Court may make an order of eviction against tenant.

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The grounds are [2]

- a. When the tenant has not paid the rent and a notice of demand for the rent or arrears of rent has been served of him by the landlord as provided in Section 106 of the Transfer of Property Act, 1882 (4 of 1882);

- b. On or after June 9, 1952, the tenant sublet, assigned, or parted with possession of the entire or any portion of the premises without first receiving the landlord's written approval.
- c. The tenant has not utilised the premises for the purpose for which they were rented.
- d. When the tenant or his family member has not resided in the premises for six months.
- e. When the premises let out for residential purposes are required by the landlord for his bona fide occupation. It includes any premises which have been let for use as a residence but have been used for commercial purposes.
- f. When the premises become unsafe or unfit for human habitation and repairs which cannot be carried out without the premises being vacated then the landlord is entitled to evict the tenant.
- g. When the premises are required by the landlord for making any substantial additions or alterations and that they cannot be carried out without the premises being vacated.
- h. If the tenant has taken possession of a vacant property or been assigned a dwelling. It also covers situations when a tenant has built a home after the start of the Delhi Rent Control (Amendment) Act, 1988, and 10 years have passed after then.
- i. If the tenant was given the premises for use as a residence because he was in the landlord's service or employment, and the tenant has since left that service or employment.
- j. When the tenant is responsible for substantial damage to the premises.
- k. When the tenant has used the premises in a way that is in violation of the terms placed on the landlord by the Government, the Delhi Development Authority, or the Municipal Corporation of Delhi when the landlord was granted a lease of the land on which the premises are located.
- l. That the landlord requires the premises in order to carry out any construction work in accordance with any improvement or development programme, and that such building work cannot be carried out unless the premises are vacated.

Section 14(2) to Section 14(11) talk about situation which shall provide relief on grounds of to **14(1)(a) to 14(1)(1)**.

Let us now discuss the above grounds in detail.

NON-PAYMENT OF RENT/ARREARS OF RENT [SECTION 14(1), PROVISIO, CLAUSE (A)]

According to this ground if,

- If the tenant has not paid or tendered the whole amount of rent arrears lawfully recoverable from him
- Within 2 months of the day on which the landlord issued him with a notice of demand for the arrears of rent,
- In the manner stipulated in section 106 of the Transfer of Property Act, 1882.

Cause of action would arise in favour of landlord to approach the Controller for eviction of the tenant. In **M/s Hindustan Everest Tools Ltd. v. Shakti Kumar**, [3] the Hon'ble Court ruled that the grounds of action for eviction based on non-payment of rent includes the following:

- i. Landlord-tenant relationship
- ii. Existence of legally recoverable rent arrears on the date of notice of demand
- iii. Service of demand notice
- iv. Failure of the tenant to pay or tender the total legally recoverable rent arrears within two months after serving of the notice.

But, at the same time **section 14(2)** of the Act provides that no order for recovery of possession of any premises shall be made on this ground if the tenant makes payment or deposit as required by **section 15 [4]** of the Act.

Further, **Proviso to section 14(2)** states that, no tenant shall be entitled to the benefit under this sub-Section, if he had obtained such benefit once (i.e., earlier) in respect of any premises, and again makes default in payment of rent of those premises for three consecutive months.

Despite the fact that Section 14(1)(a) of the Act allows for eviction of a tenant for nonpayment of rent, the tenant has protection under Section 15 of the Act, which allows the tenant to take advantage of the protection provided by the Legislature by depositing rent in the manner specified in Section 15.

However, a proviso to Section 14(2) of the Act deprives a tenant of the advantage of Sub-Section (2) of Section 14 if the tenant has previously received such benefit in respect of any premises and then fails to pay the rent for such premises for three months in a row.

As a result, it has been made plain that if the renter defaults a second time, the lease would be terminated. The tenant has no protection against eviction.

Lastly, the benefit under Section 14(2) of the Act could not have been given to such a tenant who despite suffering a decree under section 14(1)(a) of the Act fails to pay rent regularly and again commits defaults in payment of rent.

WHEN A TENANT CAN GET THE BENEFIT OF PROTECTION AGAINST EVICTION (SECTION 15) [5]

1. In every proceeding of the recovery of possession of any premises on the ground specified in clause (a) of the proviso to sub-section (1) of Section 14, the Controller shall, after giving the parties of being heard, make an order directing the tenant to pay to the landlord or deposit with the Controller within one month of the date of the order, an amount calculated at the rate of rent at which it was last paid for the period for which the arrears of the rent were legally recoverable from the tenant including the period subsequent thereto up to the end of the month previous to that in which payment or deposit is made and to continue to pay or deposit month by month, by the fifteenth of each succeeding month, a sum equivalent to the rent at that rate.
2. If the tenant contests the claim for eviction in any proceeding for the recovery of possession of any premises on any ground other than that referred to in sub-section (1), the landlord may, at any stage of the proceeding, make an application to the Controller for an order compelling the tenant to pay the landlord the amount of rent legally recoverable from the tenant, and the Controller may, after hearing the parties, make an order in accordance with the provisions of the act.
3. If there is a dispute as to the amount of rent payable by the tenant in any proceeding referred to in sub-section (1) or (2), the Controller shall, within fifteen days of the date of the first hearing of the proceeding, fix an interim rent in relation to the premises to be paid or deposited in accordance with the provisions of sub-section (1) or (2), as the case may be, until the standard rent in relation to the premises is fixed having regard to the provisions, and any arrears based on the standard rent shall be paid or deposited by the tenant within one month of the date on which the standard rent is determined, or such further time as the Controller may give in this regard.
4. If there is a dispute as to the person or persons to whom the rent is payable in any proceeding referred to in sub-section (1) or (2), the Controller may direct the tenant to deposit with the Controller the amount payable by him under sub-section (1), sub-section (2), or sub-section (3), as the case may be, and no one shall be entitled to withdraw the amount in deposit until the Controller resolves the dispute and makes an order for payment.
5. If the Controller determines that any disagreement referred to in subsection (4) has been made by a tenant for false or frivolous grounds, the Controller may order the eviction defence to be struck out and the application to be heard.
6. If a tenant pays the payment or deposit required by sub-section or sub-section (3), no order for possession will be issued on the basis of the tenant's failure to pay rent, but the Controller may enable the landlord to recover such costs as he sees proper.
7. If a tenant fails to make a payment or deposit as required by this section, the Controller may order the eviction defence to be dismissed and the application to be heard.

Analysis of Section 15

Section 15(1) states that in any procedure for the recovery of possession of any premises based on the grounds stated in paragraph (a) of the proviso to sub-section (1) of section 14.

The Controller must make an order ordering the tenant to pay to the landlord or deposit with the Controller within one month of the date of the order an amount computed at the rate of rent at which it was last paid for the time for which the arrears of rent were lawfully recoverable from the tenant, including the period subsequent thereto up to the end of the month before to that in which payment or deposit was made.

Furthermore, the ability granted under Section 15(7) of the Rent Act to strike off a tenant's defence is discretionary rather than required. It is also critical to recognise that any breach of the directions given by a Rent Controller under Section 15(1) of the Rent Act would not automatically result in the dismissal of a tenant's defence. A Rent Controller must use his or her judgement while keeping the nature of the noncompliance in mind.

If the noncompliance is not significant or is justified, a Rent Controller will not dismiss the tenant's defence.

Only when a tenant's non-compliance with a Rent Controller's order under Section 15(1) of the Rent Act demonstrates irrational disregard for the order, or when the non-compliance is repeated, or when no justification has been expressed for the same, or for such other similar reason(s), does the Rent Controller have the discretion vested in Section 15(7) of the Rent Act to strike off the tenant's defence.

In a particular case, even a single default demonstrating willful, contumacious, or irresponsible and reckless behaviour may result in the dismissal of a tenant's defence.

It follows that judicial discretion in such a case must be utilised with moderation, keeping in mind that dismissing a tenant's defence is an extraordinarily severe move that should not be performed on a frequent and casual basis. Before exercising its discretion, the Court must carefully consider the facts of the particular case.

IMPORTANT CASE LAW**Ashok Kumar v. Ram Gopal [6]**

This was a case which attracted the proviso to section 14(2). The landlord therein had filed an application under section 14(1)(a) in 1973 for the eviction of the tenant on the ground of non-payment of rent. The Rent Controller passed an order under section 15(1) which was duly complied with by the tenant. Thereupon the landlord's application was dismissed by the Controller. In 1979, the landlord filed another application against the tenant on the ground that he had committed default in the payment of rent.

Kirpal J. correctly found that because the tenant having had the advantage of section 14(2) in the earlier ejectment suit, he was not entitled to the benefit of that provision again.

SUB-LETTING THE RENTED PREMISES [SECTION 14(1), PROVISIO, CLAUSE (B)]

According to Section 14(1)(b), "a landlord may pursue eviction of his tenant if the tenant has, on or after June 9, 1952, sub-let, assigned, or otherwise parted with possession of the whole or any portion of the premises without the owner's written approval.

Essential conditions

1. The tenant has sub-let, assigned, or otherwise parted with possession.
2. It may be in respect of the whole or any part of the premises.

3. Such sub-letting, assignment and parting with possession has taken place on or after the 9th June, 1952, and
4. Such sub-letting, assignment or parting with possession has taken place without obtaining the consent in writing of the landlord.

This clause uses three expressions, namely, '**sublet**', '**assigned**' and '**otherwise parted with possession**' without obtaining the consent in writing of the landlord. These three expressions deal with different concepts and apply to different circumstances.

Meaning of Sublet, Assigned and Parted with Possession

In subletting, there should be a landlord-tenant relationship as between the tenant and his sub-tenant, as well as all the incidents of letting or tenancy, such as the transfer of an interest in the estate, payment of rent, and the right to possession against the tenant in respect of the premises sub-let.

In order to assign, the tenant must relinquish all of his rights as a tenant.

Parting with possession is different from the two concepts of assignment and subletting. The expression means that the tenant entirely excludes himself from the legal possession of the whole or a part of the premises i.e., he divests himself not only from physical possession but also of the right to possession.

Restriction on sub-letting (Section 16) [7]

Section 16 puts restrictions on sub-letting and lays down which sub-letting shall be lawful and which shall not be. It classifies the cases of sub-letting into three categories:

1. Sub-letting before the 9th June, 1952 [**Section 16(1)**].
2. Sub-letting on or after the 9th June, 1952 [**Section 16(2)**].
3. Sub-letting after the commencement of the Act. [**Section 16(3)**].

First is lawful while Second and Third are unlawful.

Section 16(4) further prohibits the landlord from claiming any payment of any kind for giving his consent to sub-letting.

If the provisions of section 16 have been followed, then, the premises is deemed to have been sub-let properly, otherwise the landlord is entitled to get the tenant evicted under section 14(1)(b). After getting permission of the landlord for creating sub-tenancy, the tenant is under obligation to give notice of creation and termination of sub-tenancy in terms of section 17.

Notice of creation and termination of sub-tenancy (Section 17 [8])

Section 17(1): Where the premises are sub-let with written consent of landlord, the tenant and sub-tenant may notify the creation and termination of such sub-tenancy within one month.

Section 17(2): Before the commencement of this Act, if any premises are lawfully sub-let, the tenant or sub-tenant may notify the creation within 6 months of the commencement of the Act and notify the termination within one month of such termination.

Section 17(3): Controller to decide any dispute within 2 months of receipt of notice of sub-letting by the landlord.

Section 17(4): No eviction proceedings are binding on sub-tenant who has given notice under section 17, unless he is made a party to it and the order for eviction is binding on him.

Sub-tenant to be a tenant in certain cases (Section 18 [9])

It states that sub-tenant shall be deemed to be a tenant of the landlord on the same terms and conditions as applicable to original tenant if:

1. Order for eviction is made against tenant under section 14 but not against sub-tenant.
2. The interest of tenant has been determined without determining interests of sub-tenant.

IMPERMISSIBLE USE OF RENTED PREMISES [SECTION 14(1), PROVISIO, CLAUSE (C)]

Section 14(1)(c), provides that the Controller may make an order for the recovery of possession of premises on the ground that the tenant has used premises for a purpose other than that for which they were let:

- i. If the premises were rented on or after June 9, 1952, without the landlord's approval in writing; or
- ii. If the premises were let before that date without his consent in writing.

This section contemplates cases where landlord lets out property with a purpose specified and the tenant uses it for some other purpose, without the consent of the landlord.

Section 14(5) provides that landlord can file eviction petition after giving notice to tenant requiring him to stop such misuse. Further, tenant fails to comply with this notice within one month, still landlord will not get an automatic order for eviction unless the Controller is satisfied that such misuse has caused:

- i. Damage to the property, or
- ii. Public nuisance, or
- iii. Is detrimental to the interests of landlord.

NON-OCCUPATION OF RENTED PREMISES BY THE TENANT [SECTION 14(1), PROVISIO, CLAUSE (D)]

According to **Section 14(1)(d)**, the Controller may make an order for the recovery of possession of premises if "the premises has been let to be used as a residence and neither the renter nor any person related has been residing therein for a period of 6 months immediately preceding the filing of the application for the recovery of possession thereof."

This section allows for eviction solely in the case of buildings rented for residential use. It does not apply to properties rented for non-residential purposes or for a combined use, i.e. for both residence and non-residence

The clause lays down that:

- i. The renter would be liable for eviction if neither the tenant nor any member of his family had been resident in the premises
- ii. For a period of six months,
- iii. Immediately prior to the filing of the eviction petition.

The clause covers within its ambit not only the cases of mere non-user but also such cases where premises are used for a purpose other than residential. Where the premises are kept lying vacant for a period of six months immediately before the date of the filing of the petition, the condition mentioned in the clause would stand satisfied. Similarly, where the tenant uses the premises for only non-residential purposes, for a continuous period of six months immediately before the date of the filing of the petition, the landlord would be entitled to seek eviction.

BONAFIDE REQUIREMENT OF THE LANDLORD, [SECTION 14(1), PROVISIO, CLAUSE (E) READ WITH SECTION 25(B [10])]

Section 14(1)(e) provides that the, Controller may make an order for recovery of possession of premises on the basis "That the premises let for residential purposes are required bona fide by the

landlord for occupation as a residence for himself or any member of his family dependent on him, if he is the owner thereof, or for any person for whose benefit the premises are held, and that the landlord or such person has no other reasonably suitable residential accommodation.

Explanation: For the purposes of this section, "properties let for residential purposes" includes any premises that, after being rented for residential purposes, are used incidentally for commercial or other purposes without the landlord's approval.

Note: It is important to note that the premises must have been let for "**residential**" purposes only; if let out for '**residential-cum-commercial purposes**', section 14(1)(e) will not apply.

Essential ingredients of section 14(1)(e):

A landlord must plead and establish the following factors in order to obtain an eviction order under this clause:

1. He is the owner and landlord of the suit location.
2. That the property was leased for residential use.
3. He requires the premises for himself or any family member who is reliant on him.
4. He doesn't have any alternative substantially adequate living arrangements.

Meaning of the word bonafide:

What is a **bona fide** requirement is not defined in the Act? The word '**need**' and '**require**' both denote a certain degree of want with a thrust within demanding fulfilment 'Need' or 'requirement' qualified by word '**bona fide** or 'genuine' preceding as an adjective-is an expression often used in Rent Control Laws. The landlord's "bona fide or real necessity," or that the landlord "genuinely requires" or "requires bona fide" an accommodation for occupation by or use by himself, is a recognised reason for eviction, and such terminology is frequently used by Rent Control Law drafters. In practise, the two phrases are equivalent and have the same meaning.

RIGHT TO RECOVER IMMEDIATE POSSESSION OF PREMISES TO ACCRUE TO CERTAIN PERSONS (SECTION 14A-D) CLASSIFIED LANDLORDS

The **Amendment Act of 1976** inserted a new **section 14A** and also prescribed a summary procedure for trial. The object of the section is to confer a right on certain types of landlords to recover "immediate possession of premises" belonging to them and which are in possession of their tenants. Such a right accrues to a 'class' of persons. The same concept is pursued and classified in the body of **section 14A** by providing that in the contingencies mentioned in the section, a right will accrue to landlord to recover immediate possession of any premises let out by him.

Ingredients of section 14A (1) [11]

The landlord contemplated under section 14A (1) must fulfil the following conditions:

- a. The landlord should be a person in occupation of any residential premises.
- b. Such residential premises must have been allotted to him by the Central Government or any local authority.
- c. Such landlord who is an allottee of such residential premises should be required by any general or special order made by the Government or authority to:
- d. Vacate such residential accommodation.
- e. In default of certain responsibilities because he possesses a residential accommodation in the Union Territory of Delhi, either in his own name or in the name of his wife or dependent child.

Let out by him

The words "premises let out by him" does not mean that the premises should be let out by the person who is seeking eviction now. The expression is not confined to the petitioner landlord as having personally let out the premises. The successor-in-interest can obtain eviction of the tenant and all persons occupying the premises under the tenant, if he satisfies the other conditions and happens to

be the landlord of the premises owned by him, or by his wife or dependent child. This is further bolstered by section 25C, which exempts transferee landlords from the restrictions imposed by section 14(6) of the Act.

Landlord need not show bona fide requirement

There is no such requirement of law that the landlord seeking relief under this section has to establish that the premises are required by him bonafide under section 14(1)(e) of the Act. The right conferred by section 14A is a special right and not dependent upon need or bonafide requirement of landlord.

Availability of other residential accommodation

For availing the benefit of this section, the landlord must have any other residential accommodation available or had already shifted to any such accommodation.

Purpose of letting irrelevant

The right to get immediate possession is restricted only to the residential accommodation and not for commercial purposes but the law doesn't require that eviction can be sought only for the premises let out for residential purposes.

The landlord to elect only one dwelling house

The right to get eviction order is restricted only to one dwelling house. In case the landlord owns two or more dwelling houses, then it is incumbent upon him to specify in the petition for eviction, his dwelling houses and clearly indicate one dwelling house, the possession of which he claims to recover. The dwelling house is used more or less in the same sense as premises. The election mentioned in the proviso to section 14A must be made by the landlord at the time of filing of eviction petition itself.

Landlord need not be in occupation of Government accommodation at the time of filing of petition

A plain reading of the section shows that the continued occupation of the Government residential accommodation at the time of the petition is not a requirement of this Section.

UNSAFE AND UNFIT PREMISES [SECTION 14(1)(D)]

Under this clause, the necessity of making repairs of the premises is made a ground of eviction, if the same cannot be carried out without the vacation of the tenant from the premises. The reason for repairs is that the building has become unsafe or unfit for human habitation. The Act only considers the public interest, safety, and well-being of the persons and not the financial or commercial aspects involved in the repairs or reconstruction of the building as provided in some of the Rent Control Acts, Section 14(1)(f) reads as follow:

"That the premises have become hazardous or unsuitable for human occupancy, and that the landlord has legitimately requested that the premises be evacuated in order to carry out repairs that cannot be carried out without the premises being vacated."

The landlord must show that;

- i. The premises have become hazardous or unsuitable for human occupancy in order to use this provision.
- ii. He has a legitimate need for it in order to carry out repairs, and
- iii. Such repairs cannot be carried out until the premises are vacated.

The purpose of this section is to give protection to the citizens against unhygienic and dangerous abodes of residence. The tenant here is protected only against malafide devices of the landlord by misutilizing the provision of statute. The right to property includes a right to its possession and any

reasonable restriction by the statute has to be construed strictly. Therefore, if a landlord succeeds in making out a case, that the said premises have become unfit or unsafe for human habitation, and satisfies the other requirements of the proviso, he is entitled as of right to obtain an order of eviction.

BUILDING AND RECONSTRUCTION [SECTION 14(1)(G)]

According to Section 14(1)(g) of the Act, the landlord is entitled to reclaim possession of the demised premises if it is proven that the premises are required legitimately by the owner for the objectives of building or re-building or making any major additions or improvements to the premises that cannot be carried out without the premises being vacated.

As a result, two conditions must be met under clause (g), namely:

- a. The landlord must have a bona fide need for the premises for the purpose of construction, reconstruction, additions, or changes; and
- b. The Court must be satisfied that the specified work cannot be carried out without the premises being vacated.

TENANT BUILDING OWN PREMISES, ACQUIRING VACANT POSSESSION OR ALLOTMENT OF A RESIDENT [SECTION 14(1), PROVISIO, CLAUSE (h) & (hh)]

Section 14(1)(h) provides that the Controller may, on an application filed to him in the specified format, make the request for the recovery of possession of the premises on one or all of the following grounds:

That the tenant has acquired vacant possession of, or been allotted, a residence, whether before or after the commencement of the Act.

Clause (h) only applies to premises rented for residential purposes. It does not apply to properties let for residential or combined uses, i.e. for both residential and non-residential purposes.

1. *Petitioner need not be owner*: For a petition under this clause, it is not necessary that the petitioner should be the owner. The petition can be filed by the landlord. (**Madan Lal v. Indra Devi [12]**).
2. *Ingredients to be pleaded*: The landlord must establish, one of the alternative facts positively, either the tenant has acquired vacant possession of or has been allotted a residence.
3. *Clause (h) applies to corporate bodies also*: clause applies not. only to living persons but to corporate bodies also. Thus, where the premises are used by the chief of the company and the company acquires another premises for him, it would be liable to eviction. (**Gujarat State Fertilizers v. S.M. Aggarwal [13]**).
4. *Tenanted and acquired premises must both be "residential"*: The phrase a "residence" denotes kind of premises to which the clause applies. The concept of actual residence cannot be read into clause (h). On a construction of clause (h) and scheme of the Act, the clause applied to eviction of a tenant only if the tenanted premises from which he is sought to be evicted as well as the premises which he has newly acquired are both residential. (**Hari Shankar Gupta v. Mussaddi Lal [14]**).
5. *Residence acquired must be within the area to which this Act applies*: A tenant would be liable to eviction under **section 14(1)(h)** only if it was proved that he had built or acquired vacant possession or had been allotted a residence within the area to which this Act extends.
6. *Acquired vacant possession*: The words, "**acquired vacant possession**" mean that the tenant gains unoccupied possession of another property as a result of a privilege conferred upon him. Such acquisition of vacant possession may be by contract, sale, or devolution or in any other manner. One can acquire vacant possession of premises for residence even without becoming owner thereof.
7. *Allotted*: As the clause is silent as to whom vacant possession is to be allotted, the allotment may be by the Government, a local body, or corporation or any other body, public or private.

8. *"Acquired", "Allotted"*: The intention of the legislature in divesting the tenant of his right of tenancy seems to be based on the fact that the tenant has acquired another residence as of right. (**Revti Devi v. Kishan Lal [15]**). Also, reason for acquiring another residence is not relevant.
9. *Acquired by inheritance*: A tenant is not entitled to protection under the Act if he has a legal right to occupy the premises he has inherited and which were unoccupied at the time of inheritance. It makes no difference whether the tenant shifts to the newly acquired premises or not. It also does not matter whether the premises are used by tenant as actual residence or does not at all use either or both. (**Indian Cable Company Ltd. v. Prem Chandra [16]**).
10. *Limitation*: **Section 66** of the Limitation Act would apply to petitions under this clause. The time would begin to run from the date of knowledge.

USE OF RENTED PREMISES IN VIOLATION OF CONDITIONS OF LEASE STIPULATED BY DDA/MCD [SECTION 14(1), PROVISIO, CLAUSE (K)]

Section 14(1)(k) states "that the tenant has utilised or handled with the premises in a way contradictory to any restriction placed on the landlord by the Government, the DDA, or the MCD while issuing a lease of the land on which the premises are situated, notwithstanding earlier notice."

Section 14(1)(k) Required Components

- i. Tenants' usage of the property violates any condition imposed on the landlord by the Government/DDA/MCD.
- ii. Such use must continue even after a notice to discontinue has been served upon the landlord.
- iii. The contravened condition should be the one which was imposed on landlord by the Government while giving him a lease of the land on which premises are situated.

Section 14(11), says that no order shall be passed to evict the tenant on the ground specified in section 14(1)(k), if tenant complies with the condition imposed on landlord by any authority or pays to that authority by way of compensation such amount as the Controller may direct.

CONCLUSION

The Delhi Rent Control Act, 1958, was enacted to create a suitable machinery for the expeditious adjudication of proceedings between landlords and tenants, as well as to provide for the determination of the standard rent payable by tenants of various categories of premises, that should be reasonable to the tenants, while also providing an incentive to keep the existing houses in good repair.

The major goal is to provide renters with greater protection against eviction. This suggests that an enactment aids in the rapid resolution of conflicts between landlords and renters. The purpose of the legislation is to protect renters against evictions that are unnecessary, excessive, or unjust, as well as from being abused by paying high rent.

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