SUPREME COURT OF INDIA

Kailash Chandra

Vs.

Mukundi Lal

C.A.No.2354 of 1999

(R.C. Lahoti and Brijesh Kumar JJ.)

25.01.2002

JUDGMENT

Brijesh Kumar, J.

1. This appeal has been preferred by the tenant of the premises in question against the Judgement and Order passed by Allahabad High Court dismissing appellant's Writ Petition, filed against the order for his eviction passed in revision, on the ground of default in payment of rent.

2. The Landlords who are respondent Nos. 1-3 in the present appeal filed a suit for eviction of the appellant in the court of Judge, Small Causes, Jaunpur. The ground for eviction on account of subletting by the appellant/tenant, was not accepted by the Trial Court. However, it was found that the appellant/tenant was in arrears of rent, but decree of eviction was not passed, since the appellant paid the amount due on the first date of hearing in accordance with Section 20(4) of the *U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972* (to be referred as Act). The Revisional Court, however, upset the order passed by the Trial Court and passed decree of eviction on account of arrears of rent as well as on the ground of subletting. The said order was upheld in the Writ Petition in so far it related to default in payment of rent. The High Court however held that the Revisional Court was wrong in substituting its own finding of fact regarding subletting, in exercise of its revisional powers. Therefore, finding of the Trial Court on the point of subletting stood restored.

3. The learned counsel for the parties have confined their submissions before us relating to the question as to whether the defendant-appellant had cleared the arrears of rent or not. In this connection, it may be indicated that according to the respondent-plaintiff, the rent of the accommodation in question was Rs. 18/- per month. The tenant stopped payment of rent w.e.f. 1.6.1971, but an amount of Rs. 443.50 was claimed on account of arrears of rent w.e.f. 15.12.1973 to 4.1.1975 and an amount of Rs. 240.50 on account of mesne profit w.e.f. 5.1.1975 till 15.12.1976. It is further averred in the plaint that rent for the period of w.e.f. 1.6.1971 to 15.12.1973 was not being claimed having become barred by time. According to the appellant-defendant, he had deposited all the amount due in the court on the first date of

hearing complying with Section 20(4) of the Act and prior to that he had deposited the rent under Section 30(2) of the Act. The property in question was on lease with the landlord, granted by Municipal Board. On expiry of the period of lease in the year 1971, the Municipal Board issued notice demanding rent from the defendant. Therefore, the defendant-appellant resorted to the provisions of Section 30(2) of the Act and started depositing the rent in the court. Thus taking into account all the amounts deposited, nothing remained due to be paid to the plaintiff, therefore, decree of eviction could not be passed.

4. The High Court came to the conclusion that benefit of deposit under Section 30(2) of the Act could not be given to the tenant under Section 20(4) of the Act and the tenant has to be clear off all the dues as standing against him including the amount of arrears which may, though have become barred by time. So far latter proposition is concerned, the High Court's view cannot be faulted with. In regard to the amount deposited under Section 30(2) of the Act, the High Court has held as follows:-

> "In view of the fact that the amount of rent which was deposited by the tenant under section 30(2) of the Act, on a plain reading of section 20(4) could not be deducted or adjusted while making compliance of the requirements contemplated under sub-section (4) as the provision makes reference only to adjustment of rent deposited under Section 30(1) and not to deposits made under Section 30(2) of the Act, the finding of the trial court extending benefit to the tenant of section 20(4) of taking into account the rent deposited by the tenant under section 30(2) suffered from an apparent error of law, which error has been corrected by the Revisional Court by excluding from consideration the said deposit for the purposes of judging the compliance of the provisions of sub-section (4) of section 20 of the Act.
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> The view taken the High Court as indicated above requires examination though apparently on the face of it, may seem to be correct.
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> Sub-section (4) of Section 20 reads as under:-
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> (4) In any suit for eviction on the ground mentioned in clause (a) of sub-section (2), if at the first hearing of the suit the tenant unconditionally pays or (tenders to the landlord or deposits in court) the entire amount of rent and damages for use and occupation of the building due from him (such damages for use and occupation being calculated at the same rate as rent) together with interest thereon at the rate of nine per cent per annum and the landlord's costs of the suit in respect thereof, after deducting therefrom any amount already deposited by the tenant under sub-section (1) of Section 30, the court may, in lieu of passing a decree for eviction on that ground, pass an order relieving the tenant against his liability for eviction on that ground."

Section 30 of the Act reads as follows:-

> "30. *Deposit of rent in court in certain circumstances*:-

(1) If any person claiming to be a tenant of a building tenders any amounts 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 like-wise 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)."

5. A perusal of Sub-section (4) of Section 20 of the Act, no doubt indicates that the deduction of an amount from the total amount due is permissible only to the extent of deposit made under sub-section (1) of Section 30. It does not mention about the deposits made under sub-section (2) of Section 30 of the Act.

6. A tenant is required to make deposit, under sub-section (1) of Section 30 on refusal of the landlord to accept the rent. The deposit under sub-section (2) of the Section 30 is required to be made where any doubt or dispute arises as to the person who may be entitled to receive rent in which event, the tenant may deposit the amount in the Court till such doubt has been removed or dispute has been settled. The effect of the deposits made under sub-sections (1) and (2) is to be found under sub-section (6) of Section 30 according to which it shall be deemed that the person depositing the amount has paid it on the date of deposit, to the person in whose favour deposit is made under sub-section (1) and to the landlord in case deposit is

made under sub-section (2). It is thus clear that the effect of deposit under two different circumstances as provided under sub-sections (1) and (2) of Section 30, is the same. The deposit is deemed to be payment made by the person depositing to the landlord. That being the position, it is not open to say that a deposit made under sub-section (2) of Section 30 would not be deemed to be payment of rent to be landlord and the same is not liable to be accounted for while considering the amount due. Omission of sub-section (2) of Section 30 in sub-section (4) of Section 20 of the Act, cannot lead to an inference, which would negate or nullify the express and statutory effect provided under sub-section (6) of Section 30 regarding deposits made under Section 30(2) of the Act.

7. As a matter of fact, it would not at all the necessary to incorporate the effect of sub-section (6) of Section 30 in sub-section (4) of Section 20 of the Act. The effect of sub-section (6) of Section 30 flows from the provision itself. Therefore, sub-section (4) of Section 20 will have to be read with sub-section (6) of Section 30 where it relates to deposit of rent made under sub-section (2) of Section 30, which it would not be necessary in case of deposit under sub-section (1) of Section 30. The interpretation as accepted by the High Court is unnatural and against the spirit and specific provision under sub-section (6) of Section 30. There may or may not be a mention of sub-section (2) of Section 30 in Section 20(4), the plain and natural consequences statutorily provided should be allowed to flow irrespective of mention of sub-section (1) alone in sub-section (4) of Section 20. There cannot be converse inference in the teeth of sub-section (6) of Section 30. Had sub-section (6) of Section 30 been not there, it could perhaps provide some scope for such an inference.

8. A provision in the statute is not to be read in isolation. It has to be read with other related provisions in the Act itself, more particularly, when the subject matter dealt with in different sections or parts of the same statute is the same or similar in a nature. As in the case in hand, we find that the matter relates to liability of the tenant to pay rent to the landlord and the consequences on failure to do so as provided under section 20(2)(a) of the Act. Sub-section (4) Section 20 deals with payment of arrears of rent etc. at the first hearing of the suit which in that event provides protection from eviction. Section 30 deals with the two circumstances in which for one reason or the other, the rent is deposited in the Court instead of payment to the landlord. As noted earlier the effect of deposit of rent is provided under sub-section (6) of Section 30. Therefore, all the related provisions have to be read together for the purposes of proper and harmonious construction. It is not only permissible but much desirable for proper understanding of the contents and meaning of the provisions under consideration. In *R.S. Raghunath v. State of Karnataka & Anr.*[1], it has been observed - "No part of a Statute and no word of a Statute can be construed in isolation. Statutes have to be construed so that every word has a place and everything is in its place". In *M Pentiah & Ors. v. Muddala Veeramallappa & Ors., reported in*[2] a reference was made to observations made by *Lord Davey, in Canada Sugar Refining Company v. R.*[3]) it reads as follows :-

> "Every clause of a statute should be construed with reference to the context and other clauses of the Act, so as far as possible, to make a consistent enactment of the whole statute or series of statutes relating to the subject matter".

See also : *Gammn India Limited Etc. Etc. v. Union of India*[4], *Mysore State Road Transport Corporation v. Mira Khasivali Ven*[5]. *Commissioner of Income tax, Central Calcutta v. National Taj Traders*[6]. *Sultana Begum v. Prem Chand Jain*[7]

9. In *O.P. Singhla & Anr. v. Union of India & Ors.*[8] it has been observed :-

> "One must have regard to the scheme of fasiculus of the relevant rules or Sections in order to determine the two meanings of any one or more of them and *isolated consideration of a provision leads to the risk of some other inter- related provisions becoming OTIOSE or devoid of meaning"* (emphasis supplied).

10. In the background of what has been held by this Court in the cases referred to in the preceding paragraph, it would only be proper rather necessary to read sub-section (4) of Section 20 along with sub-section (6) of Section 30 of the Act. Sub-section (4) of Section 20 provides for payment of entire rent by the tenant at the first hearing of the Suit. It further permits, deduction of any amount therefrom which has already been deposited by the tenant under sub-section (1) of the Section 30. Sub-section (2) of Section 30 is omitted. The effect of payment under sub-section (2) of Section 30 is that of payment by the depositor to the landlord. If it is so, how the said amount can be treated to be due from the tenant for the payment to the landlord ? If the amount deposited under sub-sec. (2) is not deductible under sub-sec. (4) of Sec. 20 like the deposit made under sub-sec. (1) of Section 30 and despite the deposit the tenant is liable to be evicted on the ground of arrears of rent, it would render sub-sec. (2) of Section 30 devoid of meaning and sub-sec. (6) of Section 30 otiose.

11. Double payment or deposit for the same period is not envisaged, nor it can be, therefore, for construing the meaning of entire amount due as occurring in sub-section (4) of Section 20 of the Act, sub-section (6) of Section 30 will have to be read along with it and not in isolation. It would also save sub-section (6) of Section 30 from becoming OTIOSE. The anomalies and differentiation in the deposit made under sub-sections (1) and (2) of Section 30, though the effect is the same, would also be saved. It would only harmonize the construction of the two provisions; namely sub-section (4) of Section 20 and Sub-sections (2) and (6) of Section 30 of the Act. Provisions of one Section of a statue can not be used to defeat those of another unless it is impossible to effect reconciliation between them. (See *Raj Krushna v. Vinod Kanungo*[9], *and Sultana Begum (supra) as also Mohd. Sher Khan v. Raja Seth*[10]).

12. We also find that there are certain observations made in the judgement of the High Court for which there seems to be no basis. It is observed that amount of arrears of rent w.e.f. 1971 to 1973 have not been deposited, namely the amount which was left out to be claimed by the plaintiff being barred by time it does not appear to be correct on the face of it. It has been the case of petitioner that he had deposited the amount under sub-section (2) of Section 30 only when Municipal Board demanded rent from the defendant in 1971 on expiry of lease period of the plaintiff. It is nobody's case that amount deposited under sub-section (2) of Section 30 was any amount other than for the period of w.e.f. 1971. It is also not understandable as to how it has been observed by the High Court that even after the deposit made under section

30(2) is taken into account the time barred amount has not been paid. It is not necessary for us nor it would be appropriate to go into the details of the payments made but we find that the Trial Court observed that the defendant deposited Rs. 700/- more than what was claimed in the plaint. A total sum of Rs. 648/- was demanded in the plaint, whereas the amount deposited was 1510/-, Rs. 443.50 was demanded on account of arrears of rent for the period from 15.12.1973 to 11.1.1975, thereafter, up to 15.12.1976 a sum of Rs. 204.50 as mesne profit for use and occupation. Rent for the period 21.5.1971 to 15.12.1973 had become time barred. There was admittedly a deposit made under Section 30(2) of the Act.

13. We again find that an one place the High Court has observed that the Revisional Court made some observations that deposit under Section 30(2) was not a *bonafide* deposit, hence it was not liable to be taken into account. No such question about the deposit under Section 30(2) being *bonafide* or not, appears to have been raised before the Trial Court. No such issue was framed, nor finding recorded either way and rightly. It is not understandable how the observation came to be made by the Revisional Court for the first time. There is no denial of the fact that the Municipal Board had also served notice upon the defendant to make payment of the rent to it. It also does not appear that the plaintiff placed any document on the record to show that the Court where the deposit was being made under Section 30(2) may have rejected the petition for deposit holding it to be not *bonafide*. Such an observation by the Revisional Court at the first instance is but only to be ignored.

14. In view of the discussion held above, we allow the appeal and set aside the judgment and order passed by the High Court and the revisional Court, and the order passed by the trial Court is restored. There would, however, be no order as to costs.

Appeal allowed.

[1]*AIR 1992 SC 81* [2]*AIR 1961 SC 1107* [3]1898 AC P. 375 [4]*AIR 1974 SC 960*
[5]*1977 SC 747* [6]*AIR 1980 SC 485* [7]*AIR 1997 SC 1006* [8]*1984(4) SCC 450*
[9]*AIR 1954 SC 202* [10]*AIR 1922 P.C. page 17*