GUJARAT HIGH COURT

Maganlal Narandas Thakkar

Vs.

Arjan Bhanji Kanbi

Second Appeal No. 463 of 1962

(B.J. Divan and V.R. Shah, JJ.)

09/10.12.1968

JUDGMENT

V.R. Shah, JJ.

1. This second appeal arises out of Civil Suit No. 341 of 1960 wherein the Civil Judge (Junior Division), Veraval-Malia, has passed a decree for possession of the suit premises in favour of the plaintiff. An appeal was taken to the District Court at Junagadh, being Appeal No. 20 of 1962, but the appeal has been dismissed. The appellants-original defendants have, therefore, brought this second appeal to this Court.

2. The facts necessary to understand the point of law involved in this appeal are as follows :-

The suit premises consist of a house. This house belonged to one Tribhovandas Haridas and it has been purchased by the plaintiff on 25.7.1960. The original tenant in the premises was Narandas Lavji, who took it on lease from Haridas sometime round about 1941. Narandas Lavji died and present appellant No. 2 is his widow and the appellant No. 1 is his son. The plaintiff brought this suit against the appellants-defendants for possession of the suit premises on two grounds-firstly on the ground that he required the suit house reasonably and *bonafide* for his personal occupation and secondly on the ground that the appellants had sub-let a portion of the premises contrary to the provisions of Section 15 of the Saurashtra Rent Control Act, 1951 (hereinafter referred to as "the Saurashtra Act') and therefore, the plaintiff had become entitled to recover possession from the appellants under Section 11(1)(e) of the Saurashtra Act. The trial Court negatived the case of the plaintiff in so far as the ground of personal occupation by the plaintiff was concerned, but it held that the defendants had sub-let the premises prior to the institution of the suit and therefore, passed a decree in favour of the plaintiff. The defendants appealed to the District Court, Junagadh being Civil Appeal No. 20 of 1962. The learned District Judge dismissed the appeal holding that after the date on which the Saurashtra Rent Act, 1951

came into force, there was a sub-tenancy created by the defendants and therefore, the plaintiff was entitled to recover possession from the defendants. It is against this decree that this second appeal has been filed in this Court.
The only point that arises for our decision in this appeal is whether on the facts proved in the Courts below, the plaintiff is entitled to a decree on the ground of sub-letting under Section 13(1)(e) of the Saurashtra Rent Act, 1951.

3. Both the Courts have found that a portion of the premises was sub-let by the appellants after the Saurashtra Act came into operation. It had also been found by both the Courts below that there was a sub-tenancy in existence in the premises on the date when the plaintiff gave notice to the defendants terminating their tenancy and asking for possession of the premises. It is also found by both the Courts below that at the date when the suit was filed, the sub-tenant was no more in occupation in the premises, he having let the premises before the suit was filed.

4. Section 12 of the Saurashtra Act debars a landlord from recovering possession of the premises from his tenant so long as the tenant pays or is ready and willing to pay the amount of standard rent and permitted increases, if any, and observes and performs the other conditions of the tenancy, in so far as they are consistent with the provisions of the Act. Section 13 provides for those cases in which the landlord is entitled to recover possession of the premises, notwithstanding anything contained in the Act, that is, notwithstanding, the bar created by the provisions of Section 13. Section 13(1) enumerates various grounds on proof of any of which the landlord will be entitled to recover possession of the premises. Clause (e) of this sub-section runs as follows :

> "That the tenant has, since the coming into operation of this Act, unlawfully sub-let the whole or part of the premises or assigned or transferred in any other manner his interest therein."

The main point which was granted before us by Mr. P.D. Desai, learned Advocate for the appellants, is about the meaning of the words "has sub-let" occurring in this clause; and his contention is that the words "has sub-let" mean that the sub-letting is in existence on the date when the suit is filed. His contention is that the sub-tenant must be in occupation of the premises sub-let to him on the date when the landlord filed the suit to recover possession. His argument is that if the sub-tenant is no more in possession of the premises at the date when the suit is filed and his sub-tenancy has come to an end before the landlord went to Court, it cannot be said that the tenant "has sub-let" any portion of the premises and therefore, the contingency provided in clause (e) of this sub-section does not exist and therefore, the landlord is not entitled to recover possession of the premises. His second ground though not urged so strongly, is that in the plaint the landlord has not made any allegation that the sub-tenancy was created after the Saurashtra Rent Control Act came into operation and therefore, the plaintiff is not entitled to any decree for possession.

5. We will take the second point first. It is true that in the plaint the plaintiff has not specifically made any averment that the defendants had sub-let a portion of the premises "after the coming into operation of the Saurashtra Act". The plaintiff has certainly stated in the plaint that a portion of the premises has been sub-let and that there is a sub-tenant in the premises at the date when the suit is filed. However, as we stated above, both the Courts below have found that there was no sub-tenant on the premises at the date when the suit was filed. It is no doubt true that in the plaint a specific averment that the sub-tenancy has been created after the coming into operation of the Act" has not been made. Naturally there is no answer to the said averment in the written statement. Mr. Desai further stated that no issue has been framed on the point and no finding has been given on the point. It is true that no specific issue has been framed on the question of the Saurashtra Act. But issue No. 5 as framed by the trial Court does necessarily include the question whether the sub-tenancy has been created after the coming into operation of the Saurashtra Act. Issue No. 5 reads as follows :-

> "Whether the plaintiff is entitled to possession of the suit premises on the ground of sub-letting and/or personal use and occupation ?"

Now, the plaintiff, if he wants to recover possession of the suit premises on the ground of sub-letting must proved that the sub-letting has come into existence after the Act came into operation. Since the burden of proving his entitlement to possession is thrown on the plaintiff, the plaintiff is necessarily called upon by this issue to prove that the premises were sub-let after the Act came into operation. The judgment of the learned trial Judge shows that when he considered this issue, he was alive to the requirement of law, namely, that the sub-tenancy must come into existence after the Act came into operation, and he has referred to this fact by recording a clear finding to the following effect :

> "So clearly a sub-tenancy was created after 1951."

The learned District Judge in appeal framed the point for decision as follows :-

> "Whether the plaintiff is entitled to recover possession of the suit premises on the ground of sub-letting ?"

This point also, therefore, by necessary implication, calls upon the plaintiff to show that the sub-tenancy was created after the Act came into operation. The learned District Judge has also recorded a finding on this point in the following words :

> "And, therefore, what the plaintiff is required to prove is, whether after 1951 i.e., the date on which this Act came into force, there was any sub-tenancy or not ? And that fact is not only proved but is admitted by the appellants. And, therefore, the learned Judge was

perfectly right in granting decree for eviction in favor of the plaintiff under Section 13(e)."

It is, therefore, clear that the issue framed by the trial Court as well as by the first appellate Court included the proof of the fact that the sub-tenancy was created after the coming into operation of the Act. And both the Courts have considered this point in their respective judgments and have given findings to the effect that the defendants did create sub-tenancy after the Act came into operation. This point, therefore, has no substance and is rejected.

6. So far as the first point is concerned, Mr. Desai laid great stress, and relied very heavily, on the grammatical meaning of the words "has sub-let". His argument is that the meaning of the words "has sub-let" when the plaintiff filed his suit. He stated, and there is no dispute on the point, that the words "has sub-let" do not use of the verb "sub-let" in the present perfect tense. He referred to page 61 of the Handbook of English Grammar by R.W. Zandvoort. In paragraph 140 of this Book it is stated that when a verb is used in present perfect tense, it denotes "a completed past action connected, through its result, with the present moment". The argument of Mr. Desai was that the sub-letting which started sometime after 1951, that is after the Act came into operation, must be connected with the present moment through its result; and his argument was that once the sub-tenancy was created, it must be connected with the present moment-the date of filing the suit-by its result by the sub-tenant continuing in possession of the premises upto that date. Mr. Desai thus urged before us that unless a sub-tenant were in possession of the property sub-let on the date of the suit it cannot be said that the tenant "has sub-let" the premises, even though a sub-tenancy was in fact created by the tenant. In our opinion if this interpretation were to be accepted, the result would be that a tenant can with impunity put some other person in possession of the premises as a sub-tenant and avoid an order for delivery of possession against him by seeing to it that the sub-tenant departs from the property before the plaintiff files a suit. Having regard to the scheme of the Rent Control Act, particularly the scheme of Sections 12 and 13 of the Act and the context in which the words "has sub-let" are used, it appears to us that that is not the way in which the meaning of the words "has sub-let" should be gathered. If the Rent Control Act were not in force and the parties were left to their ordinary rights under the Transfer of Property Act, the landlord will have a vested right to recover possession in him as soon as he terminates the tenancy of the tenant in the manner provided in the Transfer of Property Act. After terminating the tenancy he can immediately call upon the tenant to hand over possession to him. By enacting Section 12 of the Rent Control Act, the landlord's right to terminate the tenancy is not affected, but the enforcement of his right to recover possession immediately thereafter from the tenant is affected. The provisions of Section 12 prevent a landlord from recovering possession of the property from a tenant even after a lawful termination of his tenancy, provided the tenant fulfils the conditions mentioned in Section 12. Section 12 does not take away the right of the landlord to recover possession of the premises but merely postpones the enforcement of this right of the landlord so long as the tenant fulfils the conditions laid down in that section. Having put this impediment in the enforcement of the right of possession of the landlord or in other words,

having clothed the tenant with an immunity from dispossession, the Legislature proceeds in Section 13 to lay down those conditions on the fulfillment of which the landlord is entitled to recover possession of the premises from the tenant. Section 13 therefore, provides for those contingencies on proof of which the tenant loses the immunity from dispossession under Section 12. Some discussion took place on the question whether the tenant has a right of possession or whether he has merely an immunity from being dispossessed. Whether it be called an immunity from dispossession or whether it be called a personal right of possession, the fact remains that by Section 13 the Legislature has provided for dispossession of tenant, despite provisions of Section 12, if the Court is satisfied that any one of the grounds mentioned in Section 13 does exist. One of such grounds is the sub-letting of the premises or a part thereof by the tenant. In view of this scheme of the provisions of Sections 12 and 13 of the Act it is necessary for us to construe the meaning of the words "has sub-let" keeping in mind that the verb "sub-let" is used in the present perfect tense. First, it must be a completed past action, that is the sub-letting must be completed. A sub- letting is complete as soon as the sub-tenant is put in possession of the premises given to him on sub-lease. Now, this completed act of sub-letting must have a result. What would be that result in the context of Sections 12 and 13 of the Act ? The result of sub-letting would be removal of the impediment in the way of the landlord to recover possession of the premises. In other words, the result of sub-letting would be to take away that personal right of possession which the tenant enjoyed under the provisions of the Rent Act. Now, this result must be connected with the present moment. The present moment will be the moment when the suit is filed. How is this result connected with the filing of the suit ? The answer is quite obvious. It is this removal of the impediment in the way of the landlord's recovery of possession which induces him to go forthwith to the Court and file a suit for possession. Therefore, the words "has sub-let" mean that a sub-letting has taken place and as a result of that sub-letting the impediment in the way of the landlord to recover possession has been removed, thus, inducing him to go to Court and ask for recovery of possession. It is the result of the completed act, i.e. the removal of the impediment in his way, which permits the landlord to go to the Court and ask for a decree for possession. It is not necessary, therefore, that sub-letting must continue upto the date of the suit, or even upto the date of the notice. It is enough if the premises have been a sub-let sometime after the coming into operation of the Act. The provisions of Section 15 of the Saurashtra Rent Control Act make sub-letting unlawful. Therefore, any sub-letting by the tenant after the Act came into operation immediately removes the impediment in the way of the landlord to recover possession and entitles him immediately to go to the Court and ask for recovery of possession. In order to convey the correct meaning of the words 'has sub-letting' it is not necessary to show that the sub-letting was in existence on the date of suit. It is enough that the sub-letting has taken place sometime after the Act came into operation; it does not matter that the sub-letting came to an end before the landlord gave notice or before the landlord filed a suit.

7. We have referred to Section 15 of the Saurashtra Rent Control Act, which makes it unlawful for any tenant to create a sub-tenancy. Therefore, it is apparent that, unless there is a contract to the contrary, a tenant is not entitled to create any sub-tenancy in respect of the whole or a part of

any of the premises let to him; it will be an unlawful thing for him to do so. Now, if Mr. Desai's argument were to be accepted it would mean that a tenant can create a sub-tenancy even though it is unlawful, for him to do so and avoid the consequences of his having done so by asking the sub-tenant to vacate the premises at any time before the landlord files a suit. The interpretation suggested by Mr. Desai would militate against the policy of Legislature as regards creation of sub-tenancies as set out in Section 15. On he other hand it would be in consonance with the intention of the Legislature to hold that the words "has sub-let" mean "has created a sub-tenancy" and that it is not necessary that such sub-tenancy is in existence on the date of suit.

8. Mr. Desai argued that if this construction were adopted it would enable the landlord to wait for a long time after the sub-tenancy has come to an end and then harass his tenant by filing a suit for possession. Now, as common experience goes, a landlord who is keen to obtain possession of the premises will seize the very first opportunity when he can do so and it would be in rare cases that a landlord who has come to know that his tenant has created a sub-tenancy which would entitle him to recover possession of the premises would fail to take immediate steps to get possession from the tenant. At any rate the landlord is entitled to bring his suit for possession within the period of limitation allowed to him by the law. He is not likely, therefore, wait for such a long time as would make his suit barred by limitation.

9. Mr. Desai also urged that the provisions of Section 13 are not penal provisions, but are enabling provisions in aid of the landlord, and these provisions give jurisdiction to the Court to grant relief under a statute which limits the ordinary rights of the landlord to evict a tenant. His argument, therefore, was that the provision of Section 13 should be strictly complied with and that the Court should lean in favor of the tenant rather than in favor of the landlord, in our opinion, this argument has also no force. The Rent Control Act is a special piece of Legislation necessitated by the peculiar conditions prevailing in country at the present time. The Legislature has enacted this Act with a view to protect the tenants from any unreasonable demands for rent from the landlords; and it is meant generally for the protection of the tenants. In order to achieve this end the Legislature has enacted the different provisions including Section 12, in this Act. But to put a blanket ban on the recovery of possession by the landlords would in certain circumstances, result in great hardship to the landlords also. The Legislature therefore though of certain circumstances in which, in its opinion, it would be just and proper that the landlord should be allowed to recover possession of the premises from the tenants. The Legislature was, therefore, called upon to perform the duty of balancing the need for protection of tenants and removal of hardship to landlord in the interest of society as a whole. Therefore, there is no question of any penal provisions being introduced in Sections 12 and 13 and there is no reason to construe any provision strictly in favour of one side or to lean in favor of any side. The duty of the Court is to ascertain the plain and grammatical meaning of the language in the enactment and to decide the matter before it in accordance with such meaning.

10. Mr. Deasi referred to certain decisions of English Courts in support of his contentions. He first referred to *Oak Property Company Ltd. v. Chapman and another*[1], In this case the Court of Appeal was dealing with the provisions of Increase of Rent and Mortgage Interest (Restriction) Act, 1920. By paragraph (d) of Schedule I to this Act, the landlord was entitled to invoke the jurisdiction of the Court if, the tenant" without the consent of the landlord has assigned or sub-let the whole or a part of the dwelling house the remainder being already sub-let. "By sub-section (3) of Section 15 of the Act it was provided" where the interest of a tenant of a dwelling house, to which this Act applies is determined, either as the result of an order or judgment for possession or ejectment, or for any other reason any sub-tenant to whom the premises or any part thereof have been lawfully sub-let shall, subject to the provisions of this Act, be deemed to become the tenant of the landlord on the same terms as he would have held from the tenant if the tenancy had continued. "Mr. Desai drew our attention to the observations on page 888, where it has been held that the material date is the date when the summons was issued, that is, when the suit was instituted. He relied upon this case to show that the meaning of the words "has sub-let" leads to a conclusion that the sub-tenancy must be in existence at the date when the suit was filed. Now, this case was considered and explained by the Court of Appeal in *Finkle v. Strzelczyk*[2], on the basis that in that case the sub-tenancy was created with the consent of the landlord and that the only question involved in that case was whether that sub-tenancy was a lawful tenancy within the meaning of Section 15 of the Act and the Court came to the conclusion that at the date when the suit was filed that sub-tenancy was lawful, even though it may not be lawful at the time when the sub-

[1]1947(1) K.B. 886
[2] 1961(1) Wy.L.R. 1201

tenancy was originally created Oak Property case, therefore, is no
authority for the proposition canvassed for by Mr. Desai. On the other hand in construing the very same provisions which came for consideration in Oak Property case Lord Evershed M.R. remarked in Finkle's case as follows :-

> "As a matter of language, it is plain, as it is plain, as it seems to me that the language used means that if the tenant has done that thing at any time after the date specified, then, assuming reasonableness, the Court is empowered to make an order."

Harman, L.J. who gave a separate judgment also remarked as follows :-

> "Where there is evidence of a general course of sub-letting, it does not seem to me to matter that every room is not proved to be let on every day. Even if at the date of the plaint no rooms were sub-let, an order might still be made under circumstances such as those proved here."

On the language used in the relevant provisions of the English Acts, the Court of Appeal has held

that if the offending sub-tenancy is created at any time after the specified date, the landlord would get a right to recover possession even if that sub-tenancy were not in existence on the date of the suit.

11. Mr. Desai also referred to *Baker v. Turner*[3], The provisions of the Act which were considered in that case were Section 16(1) of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933 and Section 3(2)(b) of the Rent and Mortgage Interest Restrictions Act, 1939. The case related to a dwelling house and it appears from the judgment that the relevant Act did not apply if a dwelling house was let furnished. It was on the language used in the relevant clauses of the Act that the Court came to the conclusion that the material date for deciding whether the dwelling house is let or not is the date when the suit is filed. This case, therefore, does not help Mr. Desai to support his argument that the words "has sub-let" included the element of the sub-tenant being in possession of the premises at the date of the suit.

12. Lastly Mr. Desai relied upon the decision in the case of *Ismail Dada Bhamani v. Bai Zulikhabai,*[4]There the Court was considering the language of Section 11 of the Bombay Rent Restriction Act, 1939. Sub-section (1) which is the material section for our purpose read as follows :-

> "No order for the recovery of possession of any premises shall be made so long as the tenant pays or is ready and willing to pay rent to the full extent allowable by this Act and performs the other conditions of the tenancy."

In that case there was a term against sub-letting in the contract of lease; and in breach of this term the tenant sub-let the premises. The sub-tenant was on the premises even on the

[3]1950(1) All. Eng.L.R. 824
[4]46 Bom.L.R. 244

date of the suit. There was no provision like present Section 13 in the Rent Restriction Act, 1939. The Court considered that the phrase "performs" is in the present tense and came to the conclusion that the breach of the conditions of the lease must be in existence at the date when the suit is filed. That is not the position in our case. Section 13 provides that the landlord will be entitled to recover possession if any of the grounds specified in the sub-clauses mentioned in that section is established to the satisfaction of the Court. As soon as such a ground has come into existence the landlord can take steps to recover possession and he has, therefore, to go to the Court and satisfy the Court about that happening of the relevant circumstances. In our opinion, therefore, this decision does not afford us any help in the present case.

13. Mr. Desai also referred to *Pritam Singh v. Raja Ram*[5], In this case the sub-lease had been created by the tenant in the time of the previous owner of the premises and the sub-lease came to an end also during the period of the previous owner. The previous owner thereafter sold the

property to the plaintiff and the plaintiff brought a suit on the ground of sub-lease which was created and which came to an end during the time his predecessor was the owner. The question was whether the plaintiff could avail himself of that sub-letting as a ground to evict the tenant; and the Court decided that he could not. It was however, in passing, in a casual manner, that the Court observed that a petition for ejectment on the ground of sub-letting could not be maintained where the sub-lease had ceased to exist before the petition was filed. We will refer to a later decision of the Punjab High Court where the question about the interpretation of the words "has sub-let" arose for consideration and where a Division Bench of that Court has taken a view which is contrary to the casual remarks made in this case.

14. Mr. J.R. Nanavati, learned Advocate for the respondent and Mr. S.N. Shelat, an Advocate of this Court who also appears on behalf of the landlord in some other case and intervened in this case, relied upon the scheme of Sections 12 and 13 of the Saurashtra Rent Control Act and urged that if the tenant were to sub-let the premises or a part thereof after coming in operation of the Act, the very Act of sub-letting would entitle the landlord to recover possession from the tenant and that it is not necessary that the sub-tenant must be on the premises when the suit is filed. They referred to a series of decisions both by this Court as well as by the Supreme Court which now clearly lay down the effect of Sections 12 and 13 of the Rent Control Act. These decisions have now established that Section 12 of the Rent Control Act merely puts an impediment in the way of the landlord to recover possession, even though the right to recover possession becomes vested in him on a lawful termination of tenant's tenancy under the provisions of Section 111 of the Transfer of Property Act. It is also now well established that Section 13 provides for those circumstances on proof of which that impediment in the way of the landlord to recover possession is removed and the personal right of possession which the statute gave to the tenant is destroyed. It was urged by them that the words "has sub-let" only mean that there must be an act of sub-letting at sometime and that it does not require that the sub-tenant must continue to be on the property on the date when the suit is filed. Mr. Nanavati referred to *Mahalinga Bandappa v. Venkatesh Waman*[6], In that case the Court has

[5] AIR 1964 Pun 363

[6] AIR 1957 Bom 201

observed in para 9 as follows :

> "Under Section 15 of the Act, if a tenant sub-lets the whole or any part of the premises let to him by the landlord or if he assigns or transfers in any other manner his interest in the premises let to him it would be open to landlord to ask for possession under clause (e) of sub-section (1) of Section 13. Upon such a contingency arising, i.e., upon a tenant sub-letting the whole or any part of the premises let to him, or upon his as signing or transferring in any other manner his interest in the said premises, the landlord's right to recover possession of his premises from him will immediately come into existence under clause (e) of sub-section (1) of Section 13."

Mr. Nanavati relied upon the statement that upon a sub-letting being made as stated therein, the landlord's right to recover possession comes into existence immediately, that is, the landlord has not to wait to acquire that right until the suit is filed. His right to recover possession would come into existence immediately on the act of sub-letting being done by the tenant. He also referred to *Subrava Varadappa v. Gopal Krishna*[7], which deals with a similar clause in the Bombay Tenancy and Agricultural Lands Act, 1948 and where the Court has accepted the same meaning of the language used in that clause. Mr. Shelat referred us to *Maurang Lal v. Suresh Kumar*[8], In that case the Court was concerned with sub-section (2) of Section 13 of the East Punjab Urban Rent Restriction Act, which was similar in language to Section 13(1)(e) of the Saurashtra Act. Section 13 provided for the circumstances on the happening of which the landlord was entitled to recover possession from the tenant. Section 12(2)(ii) reads as follows :-

> "that the tenant has after the commencement of this Act without the written consent of the landlord -
> (a) transferred his right under the lease or sub-let the entire building or rented land or any portion thereof."

The effectual words to be considered there was "that the tenant has after the commencement of this Act sub-let the entire building or rented land or any portion thereof." The Court was there concerned with the meaning of the words 'has sub-let'. The Court's judgment is expressed in these words :

> "All I am saying is that the tenant's liability to eviction arises, once the fact of sub-letting proved, and there is nothing in the Act to support the suggestion that the sub-letting must be in subsistence at the time the landlord applies for the tenant's eviction."

While coming to this conclusion the Division Bench of the Punjab High Court dissented from that view expressed by a Single Judge of that High Court in *Lekh Ram v. Firm Chander Bhan Bhajinder*[9], This case incidentally was decided by Falshaw, J. (as he then was) and it is interesting to note that the casual observations

[7] 59 Bom.L.R. 62
[8] ILR 1964(2) Pun, page 197
[9] ILR 1962(1) Pun 614

made in AIR 1963 Punjab; 363 were also made this by this learned Judge. We may also refer to another Punjab case in *Shyam Sunder v. Khan Chand*[10], In that case the Court was concerned with Section 14(1)(h) of the Delhi Rent Control Act, 1958. Clause (h) in that section specified the circumstances in which the landlord could obtain an order for ejectment of the tenant. Clause (h) reads as follows :

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

In that case also the Court was dealing with the words "has built, acquired or been allotted a residence". The Court came to the conclusion that the tenant need not be in possession of the building or the premises of which vacant possession is required or the residence which has been allotted to him at the date when the suit was filed. It came to the conclusion that it is sufficient if the tenant has at some time before the suit was filed, built any building or has acquired vacant possession of any building or has been allotted a residence. While doing so, the Court approved of the decision in ILR 1964(2) Punjab 197.

15. In our opinion, the words "has sub-let" occurring in Section 13(1)(a) of the Rent Control Act, do not include any element of the sub-tenancy being in existence at the date when the suit is filed. It is enough for the landlord to satisfy the Court that after the Act came into operation, the tenant did sub-let the premises or a part thereof unlawfully and it is not necessary to further show that the sub-tenancy was subsisting at the date of the suit.

16. The result is that the decree passed by the lower appellate Court is correct and must be confirmed. Mr. Desai then requested that some time for delivery of possession may be granted to the appellants. It appears to us that it would be reasonable and just to allow the appellants three months' time from today to hand over possession of the premises to the plaintiff.

17. In the result, therefore, the appeal fails and is dismissed with costs. The appellants are allowed a time of three months from today within which they must deliver possession of the premises to the respondent-plaintiff.
Appeal dismissed.