

PUNJAB AND HARYANA HIGH COURT

Man Mohan Lal

Vs

B.D. Gupta

(D.Falshaw, J.)

17.02.1964

JUDGEMENT

D.Falshaw, J.

(1.) THIS is a tenant's revision petition under Section 85 of the Delhi and Ajmer Rent Control Act of 1952 which has been referred to a larger Bench.

(2.) THE relevant facts are that the premises in suit consist of part of a house No. 1, Curzon Road New Delhi. This house is owned by B.D. Gupta who built it on a site which he had taken on a perpetual lease from the Government for the purpose of building a house. In July 1951 the landlord instituted a suit for the ejectment of the tenant under Section 9(1)(b)(i) of the Delhi and Ajmer Merwara Bent Control Act of 1947 on the ground that the premises were leased to the tenant for residential purposes and that he had used them for another purpose by using them in connection with his business. The suit was dismissed on the 8th of June 1953 on the findings that although the lease deed mentioned a house it did not specifically state that the premises were being let solely for residential purposes and that the landlord had gone on accepting rent from the tenant for at least two years from 1949 to 1951 after he had come to know of the fact that the tenant was using the premises for the purpose of storing and selling tractors and other heavy equipment this being held to amount to waiver even if there had been any misuser of the premises. The suit from which the present revision has arisen was instituted by the landlord on the 12th of June 1958, for the ejectment of the tenant on the ground contained in Section 13(1)(k) of the Act of 1952 the relevant portion of which' reads: that the tenant has, whether before or alter the commencement of this Act.... notwithstanding previous notice used or dealt with the premises in a manner contrary to any condition imposed on the landlord by the Government or the Delhi Improvement Trust while giving him a lease of the land on which the premises are situated. This was based on the tact that one of the terms of the lease of the plot granted by the Government to the landlord was that the lessee i.e. the Plaintiff could not without the consent of the Government carry on or permit to be carried on the said premises any trade or business what so ever, or use the same or permit the same to be used for any purpose other than for residence.

(3.) IT seems from the judgment in the previous suit of which a copy was exhibited as D. 1, that a copy of this lease was produced in that case in support of the landlord's plea that the tenant was using the premises for business purposes, but it was held that the terms of the landlord's lease from the Government did not affect the terms of the lease between the parties to the suit which was silent on the purpose for which the premises were being let. ;