

# PUNJAB AND HARYANA HIGH COURT

Rullia Ram Hakim Rai

Vs

S. Fateh Singh S. Sham Sher Singh

(S Dulat, C.J. I Dua and D Mahajan, JJ.)

30.11.1961

## JUDGMENT

### **Mahajan, J.**

(1) This matter originally came up before me and in view of the importance of the question. I referred it to a Division Bench. The matter was then placed before a Division Bench consisting of Dua J. and myself. In view of certain decisions of this Court under the Administration of Evacuee Property Act, the matter was then reference to a Full Bench and that is how the matter has been placed before us today.

(2) The only question that requires determination depends on the true construction of Section 13(2) (i) of the Estate Punjab Urban Rent Registration Act (III of 1949)--hereinafter to be referred to as the Act--or in other words the question that requires determination is whether a tenant who is sought to be ejected because he is in arrears of rent can avoid ejection by only tendering the arrears that are within the period of limitation or has he to tender all the arrears of rent whether they are within or outside the period of limitation?

(3) The facts of the present case now may briefly be stated. An application for ejection of the petitioner-tenant was made on the ground that he was in arrears of rent. The petition was made under Section 13(2)(i) of the Act. The landlord averred that rent was due from the petitioner-tenant from the 1st of September 1948, to the 18th of April, 1959. In other words the rent in arrears was for a period of nearly 11 years. It is common ground that the rent for the period is due. The tenant on the first date of hearing deposited the rent which was for three years from the 18th of April, 1959. Objection was taken by the landlord that this was no compliance with the provisions of Section 13(2)(i) of the Act. This objection prevailed with the Rent Controller as well as on appeal with the Appellate Authority. The tenant has filed a revision petition in this Court under Section 15(5) of the Act against the order of the Appellate Authority. This petition will not be disposed of by this order.

(4) Before dealing with the merits of the matter, it will be proper to examine and set out, where necessary, the relevant provisions of the Act. Section 4 of the Act provides the procedure for the determination of fair rent. Section 5 provides for the increase in fair rent in certain circumstances. Section 6 prohibits any claim by the landlord in excess of the fair rent. Section 8 provides the procedure for recovery of rent charged by the landlord in excess of the fair rent and is in these terms:--

"8. (1) Where any sum has, whether before or after the commencement of this Act been paid which sum is by reason of the provisions of this Act irrecoverable, such sum shall, at any time within a period of six months after the date of the payment, or in the case of a payment made before the commencement of this Act, within six months after the commencement thereof, be recoverable by the tenant by whom it was paid or his legal representative from the landlord who received the payment or his legal representative, and may without prejudice to any other method of recovery be deducted by such tenant from any rent payable within such six months by him to such landlord.

(2) In this section the expression 'legal representative' has the same meaning as in the Code of Civil Procedure, 1908, and includes also, in the case of joint family property, the joint family of which the deceased person was a member."

Section 13 enumerates the grounds available to the landlord for the eviction of the tenant. In the instant case we are concerned with the first ground and it is for this reason that I am merely reproducing the relevant part of Section 13 which is in the following terms:--

"13. (2) A landlord who seeks to evict his tenant shall apply to the Controller for a direction in that behalf. If the Controller, after giving the tenant a reasonable opportunity of showing cause against the applicant, satisfied-

(i) that the tenant has not paid to the landlord the rent due by him in respect of the building of rented land within fifteen days after the expiry of the time fixed in the agreement of tenancy with his landlord or in the absence of any such agreement, by the last day of the month next following that for which the rent is payable; Provided that if the tenant on the first hearing of the application for ejectment after due service pays or tenders the arrears or rent and interest at six per cent per annum on such arrears together with the cost of application assessed by the Controller, the tenant shall be deemed to have duly paid or tendered the rent within the time aforesaid."

It will be apparent from this provision that eviction thereunder can only be sought if the rent due is not tendered within 15 days after the expiry of the time fixed in the agreement and if there is

no such agreement then by the last day of the month next following that for which the rent is payable. The proviso enables the tenant in case he pays or tenders the arrears of rent and interest at six per cent per annum on such arrears together with the costs of the application assessed by the Controller, to avoid eviction on this ground for then he shall be deemed to have duly paid or tendered the rent within the time specified in sub-section (2)(i) of this section.

(5) Therefore, what has to be considered is the import of the words "rent due" in sub-section (2)(i) and "arrears of rent" in the proviso to sub-section (2)(i) of Section 13. Do these expressions in the context mean rent legally due? By the use of the expression "legally due" I mean "due within the period of limitation" or the "arrears of rent within the period of limitation". It may be stated at the very beginning that neither the words "legally due" or "recoverable" are used in sub-section 2(i) of S. 13 not the words "arrears of rent recoverable" in the proviso in this sub-section. Nor is section 13 intended for the recovery of the rent due or of the rent that is in arrears.

(6) In order to accept the contention of the learned counsel for the petitioner, namely, that only that rent is due or is in arrears which is legally recoverable, one has to read something extra in this legislative provision. This can only be done if the legislative provisions can make no sense without reading something into it. This is not the case here. The provision as it stands is not only clear and intelligible but presents no difficulty in its actual working for there is nothing wrong in the legislative provision regarding a tenant to pay or clear up his arrears which are nothing but the fair rent before he can defeat the landlord's claim for eviction for his own default for such a provision would be more in consonance with justice and equity.

The concept of tenancy implies that the landlord puts the tenant in possession of the premises on the tenant agreeing to pay compensation to the landlord for use & occupation of the premises. This compensation is in its technical meaning called the rent. Therefore, the requirement is that a tenant must pay to the landlord the rent due regularly in order that he retains the possession of the premises. This relief is apparent from the language of sub-section (2)(i) and this is precisely the reason why the law envisages the eviction of tenant who is in arrears of rent beyond a certain period.

The Act is a measure to provide against undue evictions of the tenants and to give them some measure of security but not to put premium on their own default. It is, therefore, in consonance with this intention that the proviso was enacted. It is nothing more than Section 114 of the Transfer of Property Act enacted in a mandatory form to relieve against forfeiture. The object of the proviso is not that the landlord is to be deprived of the rent. The object is to give an opportunity to the tenant to stay in the premises irrespective of his default if the tenant on the first hearing pays the rent due or to use the language of the proviso "tenders the arrears of rent."

(7) At this state, I may also refer to the provisions of Section 114 of the Transfer of Property Act, which are in these terms:

"114. Where a lease of immovable property has terminated by forfeiture for non-payment of rent, and the lessor sues to eject the lessee if, at the hearing of the suit, the lessee pays or tenders to the lessor the rent in arrear, together with interest thereon and his full costs of the suit, or gives such security as the Court thinks sufficient for making such payment within fifteen days, the Court may, in lieu of making a decree for ejectment, pass an order relieving the lessee against the forfeiture; and thereupon the lessee shall hold the property leased as if the forfeiture had not occurred."

It will be seen that the language of Section 114 of the Transfer of Property Act has, in fact, been split up in order to constitute sub-section (2)(i) of Section 13 of the Act. It is no doubt true that the word "rent due" in sub-section (2)(i) of Section 13 of the Act do not figure in Section 114 of the Transfer of Property Act. but the proviso to sub-section (2)(i) of Section 13 of the Act talks of "arrears of rent" and Section 114 of the Transfer of Property Act talks of the 'rent in arrear,' which is the same being as "arrears of rent."

(8) It has been held with reference to Section 114 of the Transfer of Property Act that arrears of rent would include arrears which are even beyond period of limitation, i.e., arrears the suit to recover which by the landlord would be barred by time. The earliest reported decision in point is that of the Madras High Court in *Vasudeva Udpa v. Krishna Udpa*, ILR 44 Mad 629: AIR 1921 Mad 418. The latest decision of the Madras High Court is *Gurupur Vamana Pai v. Venkatu*, AIR 1936 Mad 116. The same view was expressed by the Calcutta High Court in *Dhurrumtolla Properties Ltd. v. Dhunbai Pershaw Sorabjee*, AIR 1931 Cal 457 and by the Bombay High Court in *Ramrao Raoji Palkar v. Amir Kasem Bhagwan* 58 Bom LR 284. No case to the contrary has been cited at the Bar.

What appears is that this interpretation of Section 114 of the Transfer of Property Act has consistently held the filed since 1921, if not earlier. If the intention of the Legislature was that only the rent which could be recovered within the period of limitation had to be paid or tendered then the Legislature would have made its intention clear by amending the provision. The expression "arrears of rent" would clearly include all rent that is not paid irrespective of the fact its recovery is barred by the law of limitation.

(9) This brings me to the consideration of the question as to whether the statute of Limitation destroys the debt or it merely bars the remedy of landlord to recover it through the coercive machinery of law. If the debt is wiped out by the period of limitation running out then, of course, there is nothing due but if the rent due is not so wiped out then the necessary consequence would

be that it is only the remedy for its recovery that is knocked out, but the rent still remains due. I would, therefore straightway refer to the provisions of Section 28 of the Indian Limitation Act, which are in these terms:

"28 At the determination of the period hereby limited to any person for instituting a suit for possession of any property, his right to such property shall be extinguish d."

(10) Wherever the right is extinguished the statute of Limitation has specifically said so. Moreover the matter is not *res integra*, and I need only refer to Rustomji on Limitation, 6th Edition, at page 316, where practically all the authorities on the subject have been noticed. The learned author states.

"The Limitation Act with regard to personal actions merely bars the remedy by suit, but does not extinguish the debt or demand; and none of the Articles in the schedule, except those to which Section 28 can be applied, has an extinctive operation on primary rights. A debt does not cease to be a debt because its recovery is barred by the statute of limitation. Limitation extinguishes the remedy but, except in the case covered by Section 28, less not destroy the right. Section 28 applies only to suits for possession of property, and has no application to the case of a debt."

The author has relied for the aforesaid proposition on the decisions of the Calcutta, Lahore, Allahabad and Lucknow High Courts. Here again no discordant note has been struck by any High Court. There are also authorities fir the view that the time barred debt may be claimed by way of equitable set-off. See in this connection *Ram, Dhari Singh v. Parmanund Singh*, 19 Cal WN 1183 and *Sheo Saran Singh v. Mahabir Pershad*, ILR 32 Cal 576.

Even unappropriated payments may be applied to time barred debts. See in this connection *Ram Chander v. Juggat Manmohiney*, ILR 4 Cal 283. If by mistake or otherwise the tenant had paid the time barred debt could be bring a suit to recover that amount from the landlord on the ground that the amount was not due. The obvious answer would be that no such suit would be competent because the rent is due. The bar of limitation does not stand in the way of defence. It only bars actions. It is only its recovery that is barred by time. There is no provision in law which prevents or prohibits a debtor from clearing his time barred out-standings. There are any number of case quoted in Rustomji's book at page 317 where time barred debts have formed good consideration for alienation of property by persons whose power of alienation is restricted by law or custom.

In this Court, the matter was considered by Tek Chand J., in *First National Bank Ltd. v. Sant Lal*. AIR 1959 Punj 328, a case under the Indian Companies Act, and the observations of the learned Judge at page 330 may be usefully quoted:

"It was strenuously urged by Mr. Awasthy on behalf of the respondents, that the Bank's claim in

regard to the first call made on 15-10-1948, had become time barred after three years as against the respondents, who could not be said to 'liable to pay' on the company, any amount, in respect of the time barred calls. Such an amount, he said, could not be deemed as "owing upon or in respect of such shares of the time of forfeiture. His contention in brief, was, that a debtor ceases to be liable to pay, the moment the debt became time barred. Such a debt, according to him, is no longer 'due' after the efflux of time, as provided under Art. 112.

It is well known that the Limitation Act, with regard to personal actions, bars the remedy without extinguishing the rights. It is only in the case of suit for possession of any property that on the determination of the period of limitation not only the remedy but the rights also, is extinguished under Section 28 of the Limitation Act. But a debt, does not cease to be due, because it cannot be recovered, after the expiration of the period of limitation provided for instituting a suit for its recovery. In all personal actions, the right subsists although the remedy is no longer available. If, therefore, a creditor, whose debt becomes statute barred, has any means of realising and enforcing his claim by any method except by a suit, the Limitation Act does not prevent him from recovering his debt by such means. After a debt becomes barred a person is still deemed to owe. In case he pays the amount after the expiration of the period of limitation he cannot, after having paid his debt, claim to be entitled to recover it back, on the ground, that the time barred debt was not 'money due' or 'owing'. The word 'owing' is synonymous with 'due'. These terms have no reference to the time of payment or the fulfillment of an obligation. The term 'owing'; includes all debts whether payable in praesenti or in futuro. It does not necessarily imply an enforceable obligation. The word 'due' or 'owing' in its ordinary sense means something which is justly owed; that which the law of justice requires to be paid or done: vide *Griffith v. Speaks*, 63 South Western Rep. 465 (466, 467). In *re Gillingham's Estate*, 69 Atlantic Rep. 809 (810) the following opinion was expressed:

"A debt may be due that is justly and honestly owing, and yet the creditor without remedy to enforce payment because of the plea of the statute of Limitations. Still the debt is due. It is owing. The word 'due' is used by Judges, legislatures and lexicographers as synonymous with 'owing'."

I am in respectful agreement with the observations made by Tek Chand J. Therefore, what emerges is that the law of Limitation does not extinguish the arrears of rent which are beyond the period of limitation and they are all the time due from a tenant and are owing to the landlord. They are technically arrears of rent and what the proviso talks of is that in order to save himself from eviction, the arrears of rent have to be deposited. The proviso does not talk of arrears of rent that are within limitation and there is no reason to give a restricted meaning to the proviso, particularly when the restricted meaning would not be in consonance with justice and equity; but

on the other hand give the tenant benefit of his own default.

(11) There is another way of looking at the matter. Section 8 of the Act empowers the tenant to recover from the landlord rent paid which is not payable in accordance with the provisions of the Act. For instance, if rent over and above what is fair rent is paid the excess can be recovered back by the tenant in a case where its recovery was barred by time. If the object of the Legislature was that only rents which are due within the period of limitation are to be payable by the tenant then a similar provision would have been made under Section 8. Honest people will always discharge their obligations without taking advantage of the law of limitation.

To illustrate my point I may mention the case of a father who in view of his moral obligation discharges all his time barred debts or to be more precise who pays all his time barred rents and after paying them dies, and his son succeeds to this tenancy. Can a son of succession make an application to recover back these time barred rents. The answer would be in the negative. If the object of the legislature was that time barred rents were also not sums due as contemplated by the Rent Restriction Act it would have certainly made a provision in Section 8. Therefore, it can legitimately be concluded that the Legislature was not prohibiting the recovery of rents which may be time barred but which the tenant is willing to pay or has to pay in certain eventuality as in the present case to save himself from eviction.

(12) It will not be out of place to mention that in the West Bengal Act and the Delhi Rent Restriction Act, which are sister legislation's, clear provision has been made to the effect that only those rents and arrears have to be deposited which are legally recoverable. Therefore wherever the legislature wanted to make a departure from the normal rule it has specifically so provided.

The learned counsel for the petitioner relied on a decision of Mr. Justice Falshaw in *Firm Bulaqi Das Madan Mohan v. Ram Sarup*, 1960-62 Punj LR 231. That decision has no application to the facts of the present case for it turns on the peculiar provisions of the Delhi Act. I need only repeat what I stated with reference to that decision in my referring order. While dealing with that case I stated:

"In that case the provisions of the Delhi Rent Control Act were being considered. It may be mentioned that in the earlier Act of 1952, the words were 'the tenant pays in Court the arrears of rent then due.' This Act was amended in the year 1958 and came into force early in 1959. In the amending Act, the corresponding provision is contained in Section 14(1) and the words used are 'tendered the whole of the arrears of the rent legally recoverable from him. Mr. Justice Falshaw while dealing with the question proceeded on the basis that the intention of the Legislature has to be gathered by reading both the original and the amended provision together. This is how the

learned Judge observed on page 234 of the report:

"There is no doubt that when an Act is amended or repealed and superseded by an Act in which essentially the same provisions are repeated in slightly changed form, the amendment of the provisions in question is intended to give effect to and clarify what was all along the intention of the Legislature, and the amendment is introduced simply on account of the fact that the Courts have not interpreted the previous provisions as they were intended by the Legislature to be interpreted.' In my opinion the restriction of the amount to be deposited by a tenant in order to avoid ejection on the ground of non-payment of rent to the sum which the landlord is lawfully entitled to recover from him is an instance of this. In any case it is obvious that the proviso in subsection (2) of Section 57 was intended to have some meaning and force, and in my opinion it was intended that where the old provisions have been repeated with modifications of this kind the old Act should be interpreted in the light of the fresh provisions as long as it does not involve creating any new rights and liabilities.' These observations have no application to the facts of the present case. The relevant words in the Punjab Act have already been quoted and there has been an amendment of the Punjab Act but the relevant provision has stood unaltered. In my view the observations of Mr. Justice Falshaw do not apply to the facts of the present case and the decision is distinguishable."

(13) Md. Tirath Singh, learned counsel for the petitioner basing himself on the decision of Falshaw J. contended that the intention of the Legislature was that only sums legally recoverable are contemplated by the Act. In other words, he argued that arrears of rent would be arrears within limitation. There is no warrant for this contention in the Act nor can we fix the Legislature with this intention particularly when this intention as already stated would put premium on the default of the tenant.

(14) So far as the courts are concerned they have to gather the intention of the Legislature from the words used by the Legislature in the particular enactment. If the meaning put on those words does not do violence with the objects and purpose of the Act and the language is plain and unambiguous the Courts will not be justified in putting a different meaning on the words merely because a sister Legislature has in its wisdom thought to enlarge the scope of those words.

(15) The view that I have been taken of the matter finds support from the decision of the Bombay High Court in Ramrao Raoji Palkar's case 58 Bom LR 284. It was held therein that the arrears of rent would include rent which cannot be recovered through the process of Court owing to the bar imposed by the Limitation Act.

(16) The learned counsel for the petitioner has placed great reliance on the decisions of this Court and other High Courts on Section 48 of the Administration of Evacuee Property Act, 1950 in

support of his contention. Section 48 is in these terms:

"Any sum due to the State Government or to the Custodian under the provisions of this Act may be recovered as if it were an arrear of land revenue."

'Sum due' was interpreted in these decisions as one which was recoverable, i.e., which was with, in the period of limitation and the recovery of which was not barred by the law of limitation. This led to the amendment of Section 48 and the amended section reads thus:

"48. (1) Any sum payable to the Government or to the Custodian in respect of any evacuee property, under any agreement, express or implied, lease or other document or otherwise howsoever, may be recovered in the same manner as arrears of land revenue.

(2) If any question arises whether a sum is payable to the Government or to the Custodian within the meaning of sub-section (1), the Custodian shall, after making such inquiry as he may deem fit, and giving to the person by whom the sum is alleged to be payable an opportunity of being heard, decide the question; and the decision of the Custodian shall, subject to any appeal or revision under this Act, be final and shall not be called in question by any Court or other authority.

(3) For the purpose of this section, a sum shall be deemed to be payable to the Custodian notwithstanding that its recovery is barred by the Indian Limitation Act, 1908, or any other law for the being in force relating to limitation of actions."

The argument of the learned counsel is that the word 'due' would connote in every case what is legally due. I am unable to accept this contention for the word 'due' is capable of various meanings. We had an occasion to deal as to what the word 'due' means in *Hazara Singh v. State of Punjab*, 1960-62 Pun LR 795: (AIR 1961 Punj 34)(FB) and at page 806 of the report: (Pun LR): (at p. 39 of AIR), the following observations may be usefully referred to:

"In order to examine the soundness of the contention it has to be seen what exactly the word 'due' means. In the Shorter Oxford English Dictionary, Third Edition, the word 'due' as an adjective is stated to mean:

1. That is owing or payable, as a debt, Due (substantive): 1. That which is due; a debt. 2. That which is due to any one legally or morally. 3. That which is due by any one. 4. A legal charge, toll, tribute, fee or the like. In Wharton's Law Lexicon, Fourteenth Edition, its meaning is stated to be:

'anything owing. That which one contracts to pay or perform to another; that which law or justice requires to be paid or done. It should be observed that a debt is said to be 'due' the instant that it

has existence as a debt; it may be payable at a future time.' In Words and Phrases, Permanent Edition Vol. 13 (West Publishing Co.) various shades of meaning of the word 'due' are given and I am only setting out a few of them to illustrate the variety of uses to which the word 'due' has been put:

Page 437. 'The word 'due' has a variety of meanings, depending on the connection in which it is used. It has been defined generally to be that which is owed; that which custom, statute or law required to be paid.' Page 446. 'The word 'due' in its primary sense means 'owing';' Page 447. 'The term 'due' is sometimes used to express 'the mere state of indebtedness and then is an equivalent to 'owed' or 'owing' and it is sometimes used to express the fact that the debt has become payable.' Page 477. 'The word 'due' has more than one signification or is used on different occasions to express distinct ideas. At times, it signifies a simple indebtedness without reference to the time of payment. At other times it shows that the day of payment or tender is passed' Page 449. 'The word 'due' is only equivalent to 'payable'.

Page 450. 'The word 'due' considered by itself has many definitions. Bouvier defines it, in its first and broadest sense, as that which is just and proper and in another and less general sense, as 'what ought to be paid; what may be demanded.'

It would, therefore, be noticed that the word 'due' has not one fixed meaning and has various shades of meaning. It is a well settled proposition of law that where a word is used in an Act, which is capable of various shades of meaning, the particular meaning to be attached must be arrived at by reference to the scheme of the Act or of the Section in particular taken as a whole."

As the word 'due' has different meanings, that meaning has to be put on it which fits in with context. So far as the Administration of Evacuee Property Act is concerned the recovery was sought to be made of a debt and obviously no debt could be recovered which was barred by limitation, whereas in Section 13(2)(i) of the Act there is no question of the arrears being recovered. It is only the eviction that is sought on the ground that the tenant is in arrears and it is the tenant who in order to avoid eviction has to pay or tender the arrears before he can be relieved against the interdicted eviction. Therefore, the context in which the word 'due' figures in the Evacuee Property Act as well as in the Rent Restriction, Act is not the same and whereas the word 'due' was given the meaning as 'legally due' in the Evacuee Property Act, that argument would not hold water so far as the word 'due; in Section 13(2)(i) of the Act is concerned.

(17) After giving the matter my careful consideration I am of the view that on the correct interpretation of Section 13(2)(i) of the Act it must be held that in the instant case there was no compliance with the requirements of this provision. The tenant had to deposit all the arrears of rent irrespective of the fact that part of the arrear was beyond limitation and could not be

recovered. The result, therefore, is that this petition is dismissed but in the circumstances of the case there will be no order as to costs.

Dulat, J.

(18) I agree.

Dua, J.

(19) I agree that the expression "arrear of rent" occurring in the proviso to Section 13(2)(i) E. P. Urban Rent Restriction Act is not limited only to those arrears the realization of which is not barred by the law of limitation. Any discussion as to the meaning of the word 'due' is, however, of no assistance to us, for, clause (i) in which this word has been used, clearly contemplates payment of rent due within 15 days after the expiry of the time fixed in the agreement of tenancy or failing such an agreement by the last day of the month next following that for which the rent is payable. In this context, there is scarcely any occasion for considering the rent due as contemplated by this clause to be barred by limitation and indeed, the language of the clause seems to be clear, simple and definite requiring no interpretation. This clause would, in the circumstances, hardly throw any light on the meaning, scope and effect of the expression 'arrear of rent' as used in the proviso.

(20) Construing the words "arrear of rent", as used in the proviso in their own context they do seem to me to include even the amount of rent the realization of which may be barred by the law of limitation. Main reliance was placed on behalf of the petitioner before us on the decisions dealing with the expressions "sum due" as used in Section 48, Administration of Evacuee Property Act and on the decision of D. Falshaw J. in Bulaqi Das Madan Mohan's case, 1960-62 Pun LR 231 which was concerned with the Delhi Rent Control Act. Cases dealing with the Administration of Evacuee Property Act are clearly of no assistance as the expression considered in them is by no means similar to the one which concerns us.

The Delhi Rent Control Act, however, expressly and succinctly lays down in unmistakable language that the arrears of rent mentioned there should be legally recoverable. The argument that the Punjab Legislature should be deemed to have intended the expression "arrear of rent" as used in the proviso in question to be limited only to those arrears which are legally recoverable through Courts because the legislation for the protection of tenants against eviction is the result of a uniform policy throughout India, which has been manifested in the Delhi Rent Control Act, is not easy to sustain.

Nothing convincing has been stated at the Bar to substantiate the submission with regard to the existence of a uniform countrywide policy, and indeed, the decided cases also do not indicate any

such uniformity. Strictly speaking, the decision of D. Falshaw J. proceeds on the language of the Delhi Rent Control Act and does not lay down any general recognised uniform rule which can be of assistance in construction the proviso before us. I may also mention that the expression "arrears of rent" has not been shown by the counsel to have acquired any statutory meaning through judicial interpret then in any universally or commonly recognised way. The decision under the Delhi Rent Control Act is thus clearly distinguishable. The analogy of Section 114 T. P. Act seems to me to be more in point and cases under that section appear to be against the petitioner's contention.

(21) With these observations, I agree with my learned brother Mahajan J. that this petition deserves to be dismissed with no order as to costs.

(22) Petition dismissed.