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## BALANCING EVICTION AND TENANT PROTECTION: AN ANALYSIS OF THE DELHI RENT CONTROL ACT, 1958

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Amal Fatima, B.A. LL.B. (Hons.), Faculty of Law, Jamia Millia Islamia

Asad Naushad Khan, B.A. LL.B. (Hons.), Faculty of Law, Jamia Millia Islamia

### ABSTRACT

The Delhi Rent Control Act, 1958 was enacted with the primary objective to protect tenants from arbitrary eviction while recognising the landlord's right to recover possession in certain circumstances. This paper analyses how the Act balances these competing interests through an assessment of the statutory grounds of eviction and the safeguards available to tenants. Relying on Section 14, the study discusses key grounds of eviction such as non-payment of rent, sub-letting, misuse of premises, and the bona fide requirement of the landlord. The paper also highlights the crucial role of Section 15, which empowers the Rent Controller to direct tenants to deposit or pay arrears of rent, thereby granting them an opportunity to cure default and avoid eviction. This provision acts as an important protective mechanism against harsh consequences for minor or unintentional lapses. Judicial interpretations by the Supreme Court and the Delhi High Court have reinforced the welfare objective of the Act while preventing misuse of tenant protection. The paper concludes that despite its effectiveness, evolving urban realities necessitate a reassessment to maintain a fair balance between tenant security and landlord rights.

## INTRODUCTION

One of the best examples of social legislation is rent control laws. They make an effort to fairly balance the needs of the tenants and the rights of the landlords. These laws prohibit landlords from adopting drastic measures like evicting tenants based just on technicalities or skilful grounds. These laws are put in place to keep the vulnerable group known as "tenants" out of the hands of landlords, who frequently profit from the tenants' position brought on by the lack of available space. Due to the scarcity, landlords frequently take advantage of tenants for their unfair profits and enrichment and subject them to unwarranted litigation. In response to these emergent situations, lawmakers step in to shield tenants from the harassment and exploitation of landlords, enacting the required rent control laws.

Rent control laws are undoubtedly meant to protect the social environment and advance social justice, but landlords should also be granted some protections. In the case of *E. Palanisamy v. Palanisamy (D) by LRs and Ors*,<sup>1</sup> it was decided that the rent control laws' provisions should not be read in a hyper-technical manner, which would frustrate the mischief. Even though rent control laws typically aim to benefit tenants, tenants also have an obligation to strictly adhere to the statutory provisions of the relevant rent control laws. If a tenant does not strictly adhere to the statutory provisions, he should not be permitted to use or benefit from the relevant rent control laws; therefore, equitable considerations have no place in such matters.

## DEFINITION OF "LANDLORD" UNDER THE ACT

The term "landlord" is defined in **Section 2(e)**; it is presented in the broadest possible amplitude and is reasonably comprehensive.

*"landlord" means a person who, for the time being is receiving, or is entitled to receive, the rent of any premises, whether on his own account or on account of or on behalf of, or for the benefit of, any other person or as a trustee, guardian or receiver for any other person or who would so receive the rent or be entitled to receive the rent, if the premises were let to a tenant.*<sup>2</sup>

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<sup>1</sup> 2003 (1) SCC 123

<sup>2</sup> Delhi Rent Control Act, 1958, §2(e)

As held in the cases of *Pukhraj Jain v. Padma Kashyap*<sup>3</sup> and *Imtiaz Ali v. Nasim Ahmed*,<sup>4</sup> the term "landlord" encompasses not only the owner but also the person who collects rent on the owner's behalf. Additionally, this definition includes the legal representatives of the owner of the premises.

It was decided in *Emperor v. Dattatraya Sitaram*,<sup>5</sup> that even a clerk with the authority to collect rent falls under the definition of "landlord."

## SECTION 14: GROUNDS OF EVICTION OF TENANTS

The general rule is that a tenant cannot be evicted by the landlord without any valid reason. On an application for recovery of possession to the Rent Controller by the landlord, the tenant can be evicted on the following grounds:

- The Delhi Rent Control Act's **Section 14(1)(a)**<sup>6</sup> specifies the basis for eviction, known as arrears of rent. The following are the key components of the above-mentioned section:
  - a. Tenant-landlord relationship;
  - b. Rent arrears;
  - c. Notice of demand served;
  - d. Tenant nonpayment of rent.

Only the tenant's failure, that is, after two months have passed since the notice was served, would give rise to a cause of action. The legislation only stipulates that notification must originate from a proper quarter, which is either the landlord or his advocate. It does not specify any specific type of notice.

In *Kamala Bakshi v. Khairati Lal*,<sup>7</sup> it was decided that if the landlord's claim to recover rent arrears is not enforceable in a court of law due to a statute of limitations, the amount ceases to

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<sup>3</sup> 1990 AIR 1133

<sup>4</sup> AIR 1987 DELHI 36

<sup>5</sup> (1948) 50 BOM LR 169

<sup>6</sup> Delhi Rent Control Act, 1958, §14(1)(a)

<sup>7</sup> 2000 (3) SCC 681

be "recoverable by law." **Article 52 of the Limitation Act, 1963**<sup>8</sup> stipulates a three-year term from the date the arrears become due for the recovery of rent arrears. Because of this, the landlord will be able to collect rent for the three years prior to the demand letter. For the remainder of the term, rent arrears will not be legally recoupable.

- **Sub-Letting**<sup>9</sup>: In general, sub-letting is permitted as long as the landlord has given written consent and the tenanted premises are sub-let. A renter under another tenant is called a sub-tenant.

This section stipulates that if a tenant sublets, assigns, or gives up possession of the tenanted property, he may be evicted. Generally speaking, unless and until the sub-tenant is included in the eviction proceedings and a judgement is obtained directing the sub-tenant to be evicted as well, a decree of eviction based on sub-letting is not applicable to the sub-tenant. The presence of a third party in the tenanted premises, the transfer of possession of the tenanted premises to the third party, and the subletting of the tenanted premises without the landlord's prior written consent must all be proven in order to obtain an eviction order under this section.

In the case of *Bajaj Auto Ltd. v. Behari Lal Kholi*,<sup>10</sup> it was decided that all of a document's contents, including the covenants pertaining to the permission to sublet, are inadmissible in evidence if the document is not registered.

- **Section 14(1)(c)**<sup>11</sup>: This clause is based on the idea of damage to the premises.

Test for Section 14(1)(c): "*What is the primary purpose for which the tenant is using tenanted premises?*"

For instance, despite being taken for domestic use, a house does not prohibit the individual from working in the aforementioned location during their free time. Therefore, it was decided that it did not amount to the conversion of residential premises into non-residential ones when the renter and his family were living there and unintentionally doing tailoring work in the house.

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<sup>8</sup> The Limitation Act, 1963, art. 52 of the Schedule

<sup>9</sup> Delhi Rent Control Act, 1958, §14(1)(b)

<sup>10</sup> 1989 AIR 1806

<sup>11</sup> Delhi Rent Control Act, 1958, §14(1)(c)

The original reason for renting out the space in *Rattan Lal v. Asha Rani*,<sup>12</sup> was to operate a grocery store. The tenant began operating a bookshop there rather than a grocery store. According to the Supreme Court, this is insufficient justification for an eviction order.

➤ **Section 14(1)(d)**<sup>13</sup>:

*"That the premises were let for use as a residence and neither the tenant nor any member of his family has been residing therein for a period of six months immediately before the date of the filing of the application for the recovery of possession thereof;"*

In the case of *Baldev Sahai Bangia v. R.C. Bhasin*,<sup>14</sup> the tenant had moved to Canada permanently, leaving behind his parents, two sisters, and a brother to remain in the suit premises. Clause (d) of Section 14(1) of the Delhi Rent Control Act, 1958, which gave rise to the case, states that the landlord is entitled to an eviction decree if the tenant or any member of his family has not occupied the property for six months prior to the date of filing the eviction application.

It was unclear whether it was possible to conclude from these circumstances that neither the tenant nor any member of his family had lived in the rented space for the previous six months. It was decided that the term "family" should have a broader definition, encompassing not only the head of the family but also all members or descendants of the common ancestor who actually reside in the same home.

➤ **Section 14(1)(e)**<sup>15</sup> establishes the notion of a bona-fide requirement.

This idea of a "bona-fide requirement" typically indicates that the property is currently needed by the landlord or for the enjoyment or benefit of any member of his family. Following the dicta, this section has experienced significant revisions.

It was decided in the case of *Satyawati Sharma (Dead) by LRs v. Union of India*,<sup>16</sup> that this section [that is, Section 14(1)(e)] was only applicable to residential properties before to this

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<sup>12</sup> (1988) 3 SCC 586

<sup>13</sup> Delhi Rent Control Act, 1958, §14(1)(d)

<sup>14</sup> 1982 AIR 1091

<sup>15</sup> Delhi Rent Control Act, 1958, §14(1)(e)

<sup>16</sup> 2008 (5) SCC 287

ruling, but it is now applicable to all properties.

➤ **Section 14(1)(f)<sup>17</sup>:** To be successful under Section 14(1)'s clause (f), the landlord must demonstrate:

1. That the area is no longer suitable for human habitation;
2. The landlord must have possession of the property in order to perform the repairs in good faith; and
3. The repairs cannot be completed without the actual vacation of the property.
4. The inhabitants' health and safety, as well as any incidental improvements to the property, are the primary considerations.

Tenants must comply with the conditions listed in clause (f) of Section 14(1) of the 1958 Act, unless it is in the public interest.

➤ **Section 14(1)(g)<sup>18</sup>:**

In order to allow the landlord to expand his property and increase its profitability, an order of eviction is sought in this paragraph (g). Modernising the building's layout or adding more space could immediately increase the landlord's earnings. In clause (g), the tenant's interest is barely a pertinent factor. The tenant's interest should be taken into account under clause (f) rather than clause (g).

According to clause (g), two conditions must be met: first, the landlord must genuinely need the space in order to construct, rebuild, add, or alter; second, the court must be convinced that the stated task cannot be completed without leaving the premises.

In the case of, *Vijay Singh v. Vijayalakshmi Ammal*,<sup>19</sup> the Constitution Bench of the Supreme Court of India, held that, for recording a finding that requirement for demolition was bona-fide, the Rent Controller has to take into consideration the following:

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<sup>17</sup> Delhi Rent Control Act, 1958, §14(1)(f)

<sup>18</sup> Delhi Rent Control Act, 1958, §14(1)(g)

<sup>19</sup> (1996) 6 SCC 475

- a. The landlord's sincere desire to evict the tenants, far from being the only goal;
- b. The building's age and state;
- c. The landlord's financial standing, or his capacity to demolish and construct a new structure in accordance with the Act's legal criteria.

In the case of ***Harrington High School v. S.M. Ispahani***,<sup>20</sup> it was decided that destruction and reconstruction would lead to modernisation, free up more space, and/or increase the landlord's income are important considerations when figuring out whether demolition and reconstruction are indeed necessary. Additionally, it was decided that the reconstruction plan that has been approved by the relevant municipal government should be filed at the time the eviction decision is executed rather than being filed with the eviction petition.

- **Section 14(1)(h)**<sup>21</sup> of the Delhi Rent Control Act, 1958: Only properties rented out for domestic use are covered by clause (h) of Section 14(1) of the 1958 Act.

It does not apply to properties rented for non-residential uses or composite for both residential and non-residential purposes. The petitioner does not have to be the owner in order to file a petition under this article. The landlord may submit the petition.

In the case of ***B.R. Mehta v. Atma Devi***,<sup>22</sup> it was decided that if the tenant's spouse has constructed, purchased, or been assigned a home and the tenant is legally permitted to enter and remain there, then clause (h) of Section 14(1) would be available to the landlord to cause eviction; otherwise, a husband cannot normally be forced to give up his tenancy when his wife obtains a flat or allotment of accommodation due to her official duties, as the husband has no right or domain of occupation on such premises. However, clause (h) of Section 14(1) will only apply if the other spouse has the legal right to remain in that accommodation.

- **Section 14(1)(j)**<sup>23</sup>:

In ***Suraj Prakash Chopra v. B.N. Dhawan***,<sup>24</sup> it was decided that in a matter involving Section

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<sup>20</sup> (2002) 5 SCC 229

<sup>21</sup> Delhi Rent Control Act, 1958, §14(1)(h)

<sup>22</sup> 1987 AIR 2220

<sup>23</sup> Delhi Rent Control Act, 1958, §14(1)(j)

<sup>24</sup> 2003 (2) RCR (Rent) 83

14(1)(j) of the 1958 Act, the following statements must be remembered:

1. It is the landlord's responsibility to demonstrate that the renter has seriously damaged the demised property;
2. The landlord must demonstrate that the tenant is responsible for any additions or modifications made to the tenancy premises;
3. The construction was done by the tenant without the landlord's permission;
4. The tenancy premises have been significantly impacted by the aforementioned development, and the tenant's construction has also significantly changed the premises;
5. Taking into account the reason the property has been rented out, the court must decide the kind and character of the construction as well as the degree to which structural alterations are made;
6. According to Section 45 of the Indian Evidence Act, 1872, the landlord must demonstrate this with convincing evidence and, if needed, by questioning expert witnesses.
7. If the tenant has made structural modifications and additions to the tenancy premises that have significantly reduced the property's value and usefulness, an eviction order under section 14(1)(j) may be issued;
8. The building's value and utility are not diminished by any construction or modification, and the construction must be of a material kind that significantly reduces the building's value, either from commercial and financial perspective or from the building's use side;
9. A short-term modification or addition that is easily fixed without endangering the building is not considered "substantial damage" to the tenancy premises;
10. Any addition, modification, or change to the tenancy premises will not result in the tenant's eviction under Section 14(1)(j), and each case will depend on its own facts;
11. The modification must be structural in nature rather than just ornamental;

12. The landlord, not the renter, should assess the building's diminished worth and usefulness.

➤ **Section 14(1)(k)<sup>25</sup>:** Section 14(1)(k) of the 1958 Act stipulates the following requirements:

- a. The tenant's use of the property should go against any restrictions put in place on the landlord by the government;
- b. The user is required to continue even after the landlord gives a notice to stop;
- c. The condition that the tenant violates should be one that the government imposed on the landlord when granting the landlord, a lease on the property where the premises are located.

According to the ruling in *Veera Rai v. S.P. Rao*,<sup>26</sup> the Rent Controller will not be able to allow ongoing usage of the property upon payment of misuse charges if the relevant authority demands that it stop.

## SECTION 15: BALANCING COMPLIANCE AND PROTECTION IN EVICTION PROCEEDINGS

The Delhi Rent Control Act, 1958's **Section 14(1)(a)** must be read in conjunction with **Sections 14(2) and 15**.<sup>27</sup> The 1958 Act's **Sections 14(2) and 15 provide the tenant another chance to deposit the rent**; if he does, no eviction order will be issued to the renter. The proviso to Section 14(2) states that the tenant may only take use of the benefit described in Section 14(2) read with Section 15 once.

In the case of *Jagan Nath v. Ram Kishan Das*,<sup>28</sup> it was decided that the tenant can only be considered to have obtained the property if an order for possession is not issued against them due to the clause in Section 14(2) advantage under this section. It cannot be claimed that the tenant benefited from Section 14(2) if the landlord withdrew the earlier proceeding.

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<sup>25</sup> Delhi Rent Control Act, 1958, §14(1)(k)

<sup>26</sup> 2000 (1) RCR (Rent) 621

<sup>27</sup> Delhi Rent Control Act, 1958, §14(2) and 15

<sup>28</sup> AIR 1985 SC 265

According to the ruling in *Hem Chand v. Delhi Cloth & General Mills Co. Ltd.*,<sup>29</sup> the legislature made clause (a) subject to sub-section (2) of Section 14 by stating that no order for recovery shall be made if the renter makes the appropriate payment or deposit under Section 15, possession will be granted on the grounds mentioned in clause (a). The tenant is given this extra protection. The Controller must issue an order for recovery of possession in favour of the landlord if the tenant does not take use of this protection, fails to make the payment or deposit required by Section 15, and the requirements outlined in clause (a) are completely met. The tenant is not eligible for the benefit under sub-section (2) if, after receiving it once, they fail to pay rent for any three consecutive months.

The Controller cannot immediately issue an eviction order if the tenant's defence is dismissed under Section 15(7) of the 1958 Act for failing to comply with an order issued under Section 15(1) of the same Act. The tenant undoubtedly has the right to take part in the eviction process and cross-examine the landlord if a case under Section 14(1)(a) is established.

According to the ruling in *Santosh Mehta v. Om Prakash*,<sup>30</sup> the 1958 Act's Section 15(7) is directory rather than required.

The renter in this case was a working woman who struggled to attend in court because she had to travel to the office between 10 a.m. and 5 p.m. In accordance with the directive under Section 15(2) of the 1958 Act, she had hired legal counsel.

She had paid her advocate all of the rent arrears in cash or by cheque. The attorney did not deposit the sums in court or give them to the landlord. When the renter learnt of it, she complained to the Delhi Bar Council, which led to the attorney being the subject of an investigation. The Supreme Court decided by the Supreme Court that the defence should not be struck out in this particular case.

## Conclusion

The Delhi Rent Control Act of 1958 is a meticulously crafted piece of social welfare law that aims to find a fair balance between the opposing interests of tenants and landlords. As established by an examination of Section 14, the Act prohibits eviction as a matter of course;

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<sup>29</sup> 1977 AIR 1986

<sup>30</sup> AIR 1980 SC 1664

rather, it limits the landlord's authority to reclaim possession to explicitly stated statutory causes. These causes, which range from nonpayment of rent and subletting to abuse of premises, structural damage, bona fide requirement, and redevelopment, are backed up by stringent criteria and judicially evolved standards, ensuring that evictions are not granted carelessly or on technicalities.

At the same time, the Act does not treat tenant protection as an absolute or unjust entitlement. Judicial rulings have constantly highlighted that renters must comply with their statutory obligations and cannot exploit the protective framework to perpetuate default, illegality, or unauthorised changes. The broad definition of "landlord" in Section 2(e) shows the legislative goal to support the smooth operation of tenancy relations by acknowledging individuals eligible to receive rent in addition to mere ownership.

Section 15, when read in conjunction with Sections 14(1)(a) and 14(2), is significant for its humanitarian and remedial attitude. The Act empowers the Rent Controller to direct deposit or payment of arrears, giving renters the opportunity to correct legitimate or inadvertent defaults and avoid the harsh consequences of eviction. Judicial interpretations, particularly by the Supreme Court, have strengthened this protection mechanism by considering procedural laws as directory rather than required in deserving circumstances, so avoiding undue burden while retaining the landlord's substantive rights.

Overall, the Delhi Rent Control Act of 1958 has been mostly successful in maintaining a balance between eviction and tenant protection. However, as urban realities, housing patterns, and economic conditions change, the Act's sustained efficacy requires frequent reconsideration and nuanced judicial administration. A dynamic interpretation that maintains faithful to the statute's welfare aim while accommodating genuine landlord interests is required to maintain fairness, predictability, and social justice in Delhi landlord-tenant relations.