
PROTECTION OF LONG-STANDING TENANTS AGAINST EVICTION AND DISPLACEMENT ARISING FROM DEMOLITION, RECONSTRUCTION AND REDEVELOPMENT OF TENANTED PREMISES: A STUDY OF INDIAN RENT-CONTROL JURISPRUDENCE WITH SPECIAL REFERENCE TO UTTAR PRADESH

Taha Tafseer

ABSTRACT

This study critically examines Long-standing tenancy arrangements, particularly those continuing across multiple generations, present complex legal questions when landlords seek to demolish, reconstruct, or redevelop tenanted premises. While rent-control legislation seeks to protect tenants from arbitrary eviction, landlords also possess legitimate interests in the reconstruction and development of their properties. This research examines the legal rights and protections available to long-standing tenants facing displacement on grounds of demolition or reconstruction, with particular reference to the legal framework applicable in Uttar Pradesh.

The study analyses the relevant provisions of the Transfer of Property Act, 1882, the U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972, and the corresponding Rules, with particular emphasis on the statutory grounds for eviction, release of premises for demolition and reconstruction, and the tenant's right to re-entry or re-accommodation. It further examines judicial interpretation by the Supreme Court of India and the Allahabad High Court to determine how courts balance the interests of landlords with statutory tenant protections.

Through doctrinal and comparative legal research, the paper seeks to identify the extent to which long-standing tenancy, succession of tenancy rights, and statutory safeguards protect tenants from unjust displacement. It also evaluates existing remedies and proposes measures to ensure that redevelopment does not become a means of circumventing legitimate tenant protections.

Keywords: Long-Standing Tenancy; Tenant Protection; Landlord-Tenant Relationship; Unauthorised Construction; Injunctive Remedies; Eviction;

Demolition and Reconstruction; Rent Control Law; U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972; Transfer of Property Act, 1882; Re-entry; Re-accommodation; Statutory Tenancy; Tenancy Succession; Judicial Remedies.

Tenant under law and their legal safeguards

Under *U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972.*, *Section 3(a)* defines a tenant as the person” by whom rent is payable in respect of a building”. It also specifically addresses succession after the tenant's death: for a residential building, only heirs who normally resided with the deceased tenant at the time of death qualify; for a non-residential building, the tenant's heirs are included.

Section 20 Protects the tenants by stating that the Landlords cannot evict a tenant at will or simply because a lease expires. The law treats the tenant as a statutory tenant who cannot be removed without legal cause.

Under *Section 20*, A landlord can only file an eviction suit under strictly defined legal reasons. These include (a) the tenant is behind on rent for at least four months,(b) the tenant is performing unauthorized sub-letting, (c) the tenant is making structural changes without permission, (d) the tenant causing a nuisance, (e)that the tenant has renounced his character as such or denied the title of the landlord.

Section 14 of this very act also states the protection of long-standing tenants , specially those, who are in occupation of a building before the commencement of the new law. Such person, who, with the consent of the landlord was in occupation of the building before 1976shall be deemed to be in authorised occupation of such building.

In the event when a landlord wants a long term tenant to evict the residential building for construction of a commercial building, they use construction or deliberate disruption in the adjacent area to force a tenant out. This is commonly known as indirect or constructive eviction . A longstanding tenant is protected by various provisions of the statutes, such as, Under *Section 39 of the Specific Relief Act 1963*, a tenant can move to court for mandatory injunction if the landlord threatens the security of the tenant by carrying out constructions or disruptions in close vicinity of the building. Additionally, the *Code of Civil Procedure 1908* strengthens the rights as under *Order 39, Rule 1 and 2* the tenant can apply for an ad-interim temporary injunction

if the landlord cuts off utilities(such as approach to staircase or gateway) or threatens force (such as heavy machinery.) The court can pass an order restraining the landlord from dispossessing the tenant or interfering with their peaceful enjoyment until the final judgment.

Meenakshi Sundara Nachiar v. Sa. Rm. Ct. Chidambaram Chetty (1912), governs the **"Doctrine of Suspension of Rent"** as a consequence of constructive eviction.

Under this precedent, when a landlord commits constructive eviction, the tenant gains a powerful legal shield: immunity from paying rent until the landlord stops the obstruction and quiet enjoyment is fully restored.

Landlord's Right to Alter, Demolish or Reconstruct Tenanted Premises

Ownership of an immovable property ordinarily confers upon the owner the right to possess, use, enjoy and deal with the property. However, where the property has been lawfully let to a tenant, these rights are subject to the existing tenancy and the statutory protections afforded to the tenant. Consequently, ownership does not confer upon a landlord an unrestricted right to enter upon or substantially alter a tenanted premises in a manner that interferes with the tenant's lawful possession and enjoyment.

The relationship between a landlord and tenant creates distinct and corresponding legal interests. While the landlord retains ownership of the property, the tenant acquires a legally protected right to possess and enjoy the premises during the subsistence of the tenancy, subject to the terms of the tenancy and applicable rent-control legislation. The landlord therefore cannot rely solely upon ownership to disregard the tenant's possessory rights.

Under the *Transfer of Property Act, 1882*, the rights and liabilities of lessors and lessees are governed, inter alia, by *Section 108*. The lessee is entitled to hold and enjoy the property during the continuance of the lease, while the lessor's rights remain subject to the terms and legal consequences of the lease. Thus, any alteration or construction undertaken by the landlord must be examined in light of the tenant's existing right to peaceful enjoyment of the premises.

The position becomes particularly significant where the proposed construction involves structural alterations, demolition, substantial damage to the premises, or interference with the tenant's occupation. In such circumstances, the landlord may have to satisfy the requirements of the applicable rent-control legislation and obtain the necessary permissions or orders before

seeking to displace the tenant. Under the U.P. *Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972*, for instance, eviction is subject to statutory grounds, and *Section 21* provides a specific framework in cases involving release of a building, including circumstances relating to demolition and new construction.

At the same time, tenant protection cannot be interpreted as an absolute prohibition upon redevelopment. A landlord may have a legitimate and bona fide requirement to demolish an old or unsafe structure and construct a new building. The law therefore attempts to balance the proprietary and developmental interests of the landlord with the tenant's right to lawful possession. The crucial question is not merely whether the landlord owns the property, but whether the proposed alteration or reconstruction is legally permissible and whether the statutory conditions for interfering with the tenant's possession have been fulfilled.

This distinction is particularly important in the case of long-standing tenants. The mere fact that a tenant has occupied a premises for several decades does not convert the tenant into an owner; however, prolonged occupation coupled with a legally recognized tenancy may bring the tenant within the protection of rent-control legislation and the judicial safeguards developed around such legislation. Therefore, the landlord's ownership must be exercised consistently with the tenant's existing legal rights.

Accordingly, the right to reconstruct cannot be treated as an unrestricted proprietary right. Where reconstruction necessarily requires the displacement of a tenant, the landlord must comply with the applicable statutory procedure and satisfy the relevant legal grounds. At the same time, where genuine reconstruction is established, the tenant's interests may be protected through mechanisms such as re-entry, re-accommodation or other remedies provided by the applicable law. The legal framework thus seeks to prevent ownership from becoming a means of arbitrary displacement while preserving the landlord's legitimate right to develop and maintain the property. A concrete example has been set in *Vijay Singh v. Vijayalakshmi Ammal (1996) 6 SCC 475* where the Supreme Court ruled that a landlord cannot simply declare a desire to redevelop a property to evict a tenant. The court must look at the bona fide intent. To allow demolition, the court must be satisfied with three specific things: (a) the bona fide intention of the landlord (it must not be a fraudulent ruse to evict the tenant) ,(b) the financial capability of the landlord to actually execute the massive reconstruction project, (c)the preparatory steps taken, such as securing sanctioned building plans or construction estimates

from local authorities.

Judicial Approach to the Conflict between Ownership and Tenancy Rights

Under *Section 21 of the Modern Framework* the Allahabad High court ordered that the landlord is no more required to prove the complex Bonafide requirement rather they can just demonstrate a genuine need to occupy or redevelop the premises themselves. Once the Rent Authority grants the eviction order and the property is vacated, you can legally initiate your development project by submitting your architectural blueprints online through the Uttar Pradesh Online Building Plan Approval System (UPOBPAS) to secure the mandatory municipal building permits and zoning approvals.

Does existing interim-relief mechanisms provide sufficiently speedy protection to a tenant facing ongoing unauthorised construction?

Unauthorised construction undertaken by a landlord during the subsistence of a tenancy may cause immediate and continuing interference with the tenant's lawful possession and enjoyment of the premises. Unlike an ordinary monetary dispute, construction may alter the physical character of the property and may produce consequences that are difficult to reverse. The availability of timely interim relief is therefore particularly significant in protecting the tenant's rights pending final adjudication.

The principal remedy in such circumstances is a temporary injunction under the *Code of Civil Procedure, 1908. Order 39 , Rules 1 and 2* provide the procedural basis for temporary injunctive relief. *Rule 1* is relevant where the property in dispute is in danger of being wasted, damaged or alienated, or where the defendant threatens to dispossess the plaintiff or cause injury in relation to the property. *Rule 2* enables the court to restrain a defendant from committing a breach of contract or other injury of a similar nature. These provisions allow the court to preserve the subject matter of litigation and prevent the continuation of an act that may cause substantial prejudice before the final decision.

The urgency of construction-related disputes is particularly relevant to *Order 39 Rule 3*. Ordinarily, notice is required to be given to the opposite party before an injunction is granted. However, where delay in granting relief would defeat the very object of the injunction, the court may grant an injunction without prior notice, subject to the procedural safeguards

contained in the Rule. This mechanism is important where construction is proceeding rapidly and waiting for ordinary notice and hearing could allow the alleged unlawful construction to reach a stage at which subsequent judicial relief becomes ineffective.

The grant of an interim injunction, however, is not automatic merely because the applicant alleges unauthorised construction. Courts generally examine whether the applicant has established a *prima facie* case, whether the balance of convenience lies in favour of granting relief, and whether refusal of interim protection would result in irreparable injury. These requirements require the tenant to demonstrate an existing legal or possessory right and a sufficiently serious threat to that right.

The Specific Relief Act, 1963 supplements this framework by recognizing preventive relief through injunctions. *Sections 36 and 37* distinguish preventive relief from other forms of relief and temporary injunctions from perpetual injunctions. *Section 38* deals with perpetual injunctions, while *Section 39* provides for mandatory injunctions in appropriate circumstances. *Section 41* specifies circumstances in which an injunction cannot be granted. Therefore, the tenant's entitlement to injunctive protection must be determined not only by the existence of an alleged illegality but also by the principles governing equitable and discretionary relief.

The position must further be examined in conjunction with the *U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972*. The Act places statutory restrictions upon eviction and provides a specific framework where a landlord seeks release of a building occupied by a tenant. *Section 21* permits the prescribed authority to order eviction on specified statutory grounds, including circumstances involving demolition and new construction. Thus, where reconstruction requires displacement of a tenant, the landlord cannot necessarily treat ownership alone as sufficient authority to bypass the statutory framework.

This distinction is important in cases of alleged unauthorised construction. A landlord may possess a legitimate proprietary interest in maintaining or reconstructing a building; however, the exercise of that interest must remain consistent with the tenant's subsisting legal rights and with applicable statutory and building regulations. The existence of a statutory procedure for obtaining release of premises for demolition or reconstruction indicates that displacement of a tenant is not simply a matter of unrestricted proprietary choice.

The central issue, therefore, is whether the existing interim-relief framework provides

protection quickly enough to prevent irreversible prejudice. On one hand, *Order 39 Rules 1–3* provide courts with considerable flexibility, including the possibility of urgent *ex parte* protection where prior notice would defeat the purpose of the injunction. On the other hand, the effectiveness of such protection depends upon the tenant approaching the appropriate forum promptly, satisfying the requirements for interim relief, and obtaining an enforceable order before the construction materially changes the property.

The problem is particularly acute for long-standing tenants. Where a tenant has occupied premises for several decades, continuing construction may affect not merely physical possession but also access, habitability, business operations or the tenant's ability to enjoy the premises in accordance with the tenancy. Nevertheless, long duration of occupation alone does not create an absolute right to restrain every form of construction. The tenant must establish a legally protectable interest and demonstrate that the proposed activity unlawfully threatens that interest.

Accordingly, the existing law does provide mechanisms capable of offering speedy protection, particularly through temporary and, in appropriate cases, *ex parte* injunctions. However, the adequacy of the framework depends upon its practical application. The decisive question is not merely whether an injunction is legally available, but whether the judicial process can provide effective protection before ongoing construction renders the eventual remedy ineffective. This raises a broader issue concerning procedural efficiency, enforcement of interim orders, and the need for a more clearly articulated framework for dealing with construction-related interference with the possession of protected tenants.

In *Dalpat Kumar v. Prahlad Singh* (1992), The Court laid that an interim injunction cannot be granted unless "Irreparable Injury" (harm that cannot be compensated by money) is definitively proven. This is a double-edged sword for a tenant. If a landlord is building an unauthorised structure nearby, a court might delay granting an interim injunction by concluding that the tenant's discomfort can be resolved via financial damages at the end of the trial—failing to realize that unauthorized construction completely alters the living condition and safety of the tenant speedily and irreversibly.

Conclusion

The protection of long-standing tenants under Indian tenancy law represents a continuing

balance between the proprietary rights of landlords and the possessory and statutory rights of tenants. The law does not confer upon a tenant an absolute or perpetual right to remain in possession merely because the tenancy has continued for several decades. At the same time, ownership does not provide a landlord with an unrestricted authority to interfere with a tenant's lawful possession or to circumvent the statutory requirements governing eviction, demolition and reconstruction.

The study demonstrates that long-standing tenants may derive protection from a combination of general property law, rent-control legislation and judicial remedies. In Uttar Pradesh, the *U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972* provides important safeguards concerning eviction, release of buildings and, in appropriate circumstances, re-entry or re-accommodation following reconstruction. These statutory protections must, however, be understood alongside the Transfer of Property Act, 1882 and the general principles governing landlord-tenant relationships.

With respect to unauthorised construction, the availability of temporary injunctions under *Order 39 of the Code of Civil Procedure, 1908* and preventive relief under the *Specific Relief Act, 1963* provides tenants with an important mechanism for protecting their possessory rights during the pendency of proceedings. The possibility of urgent or ex parte interim relief is particularly significant where continuing construction may result in consequences that cannot easily be reversed. Nevertheless, the grant of an injunction remains discretionary and requires the applicant to establish the requisite legal and equitable conditions, including a prima facie case, balance of convenience and the likelihood of irreparable injury.

The research therefore finds that Indian law does provide a legal framework capable of protecting tenants against unlawful interference and arbitrary displacement. However, the principal weakness lies not necessarily in the complete absence of remedies, but in the speed, coordination and practical enforcement of those remedies. Where construction proceeds rapidly, even a legally available remedy may become ineffective if judicial intervention occurs only after substantial alteration of the premises has taken place.

The position of long-standing tenants further demonstrates the need for a careful distinction between legitimate redevelopment and unlawful displacement. A landlord should be permitted to undertake genuine reconstruction in accordance with law, particularly where the structural condition of the property or other legitimate circumstances justify it. However, redevelopment

should not be used as a mechanism to circumvent statutory tenant protections or to deprive a tenant of rights without following the prescribed procedure.

Recommendations

First, construction-related disputes involving occupied tenanted premises should be capable of receiving *expedited consideration for interim relief* where continuing construction presents a credible threat of irreversible harm.

Second, greater clarity is desirable regarding the relationship between tenancy legislation and municipal or building regulations, so that tenants can identify the appropriate authority and remedy when construction is alleged to be unauthorised.

Third, where eviction or displacement is permitted for genuine demolition and reconstruction, the tenant's statutory rights concerning *re-entry or re-accommodation should be made practically enforceable*, including through effective timelines and appropriate mechanisms for enforcement.

Fourth, courts should continue to distinguish between legitimate redevelopment and construction undertaken as a means of circumventing tenancy protections. The landlord's ownership rights and the tenant's possessory rights should therefore be balanced rather than treated as mutually exclusive.

Ultimately, the objective of tenancy law should not be to permanently prevent landlords from developing their property, nor to leave long-standing tenants without protection. The appropriate approach is to ensure that redevelopment takes place lawfully, transparently and with adequate safeguards against arbitrary displacement. Effective interim relief is particularly important in achieving this balance because it preserves the subject matter and the tenant's lawful position until the underlying dispute can be finally adjudicated.

Bibliography

A. Cases

Meenakshi Sundara Nachiar v. Sa. Rm. Ct. Chidambaram Chetty (1912

Vijay Singh v. Vijayalakshmi Ammal (1996) 6 SCC 475

Dalpat Kumar v. Prahlad Singh (1992)

B. Legislation

Code of Civil Procedure, 1908

Specific Relief Act, 1963

U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972

Transfer of Property Act, 1882

C. Reports

Law Commission of India, Report on the Rent Control Laws, Law Commission of India, Government of India.

Law Commission of India, Report on the Specific Relief Act, 1963, Law Commission of India, Government of India.

Law Commission of India, Report on the Code of Civil Procedure, 1908, Law Commission of India, Government of India.

Ministry of Housing and Urban Affairs, Government of India, reports and policy documents concerning housing, rental housing and urban development.

Government of Uttar Pradesh, reports and official materials concerning urban housing, rent regulation, building regulation and redevelopment.

Reports and publications of relevant urban development and municipal authorities concerning unauthorised construction, building permissions and enforcement.