



AFR

HIGH COURT OF CHHATTISGARH, BILASPUR

W.P.(227) No. 343 of 2022

Shri Gaushala Pinjarapol, Through President Khubchand Parakh,
Aged About 66 Years, S/o. Late Shri Dulchand Parakh, R/o.
Gaushalapara, District Rajnandgaon, Chhattisgarh.

---- **Petitioner**

Versus

1. Ashok Kumar Kochar, S/o. Late Shri Pukhraj Kochar, R/o. Kochar Jwellers, Cinema Line, Rajnandgaon, Chhattisgarh.
2. Manoj Kochar, S/o. Late Shri Pukhraj Kochar, R/o. Kushal Jwellers, Cinema Line, Rajnandgaon, Chhattisgarh.

---- **Respondents**

For Petitioner	:	Ms. Akanksha Jain, Advocate
For Respondents	:	None

**Hon'ble Mr. Justice Goutam Bhaduri &
Hon'ble Mr. Radhakishan Agrawal**

Order On Board

Per Goutam Bhaduri, J.

08-08-2022

1. Despite service of notice, no representation is made on behalf of the respondents.
2. The short question which falls for consideration is to the order dated 25.04.2022 passed by the Chhattisgarh Rent Control Tribunal wherein the order dated 22.11.2019 was affirmed which pertains to the amendment of issues of lis.
3. The background of the facts are that the petitioner filed an eviction petition against the respondents before the Rent Control Authority, Rajnandgaon under the Chhattisgarh Rent Control Act, 2011. Perusal of the record would show that the petition for eviction was under Section 12(2) Schedule-2 Clause 11(a) & 11(h) of the Chhattisgarh Rent Control Act, 2011. The caption of the application was under the





aforesaid provision which primarily speaks about the non-payment of rent coupled with the fact that after 6 months notice to the tenant in writing, without any obligation to assign any reason when the tenant fails to vacate the premises, the petition was filed. It was pleaded by the landlord that after vacation of the premises, the same would not be further leased out at a higher rent for a period of 12 months.

4. For sake of brevity, Section 12(2) Schedule-2 Clause 11(a) & 11(h) of the Chhattisgarh Rent Control Act, 2011 are reproduced herein below :

“11. Right to seek from the Rent Controller eviction of the tenant on the following grounds :

- (a) *If the tenant is a habitual defaulter in payment of rent and/or other dues.*
- (h) *On 6 months notice to the tenant in writing, without any obligation to assign any reason, but on the condition that the accommodation will not be leased out at a higher rent for atleast 12 months thereafter.”*

5. The issues were framed by the Rent Control Authority on 26.05.2019 (Annexure P-4) which reads as under :

“ प्रकरण प्रस्तुत। प्रकरण में निम्नानुसार वाद प्रश्न निर्धारण किया जाता है :-

- 01 *क्या आवेदक वाग्रस्त परिसर का स्वामी है ?*
- 02 *क्या आवेदक को वादग्रस्त परिसर की स्वभाविक आवश्यकता है ?*
- 03 *क्या आवेदक तथा अनावेदक के मध्य किरायेदारी संब्यवहार था ।*
- 04 *क्या आवेदक धारा 12(2) अनुसूची 2(11)(ज) के अंतर्गत किरायाशुदा परिसर का आधिपत्य अनावेदक से पाने का अधिकारी है ?*
- 05 *क्या आवेदक किराया अनुबंध के अभाव में तथा आवेदक भाड़ा नियंत्रण अधिनियम के अन्य प्रावधानों के विपरीत होने से अनावेदक निष्कासन हेतु उत्तरदायी नहीं हैं ?*
- 06 *क्या आवेदक को अनावेदक से बकाया किराया राशि प्राप्त करना है ? प्रकरण आवेदक साक्ष्य हेतु नियत किया जाता है ।*

*सही/-
भाड़ा नियंत्रण अधिकारी
राजनांदगांव ”*



6. The petitioner filed an application for amendment of the issues on the ground that the issue No.2, the Rent Control Authority added the word “whether the landlord would require the premises on the basis of “bonafide” requirement ? Alongwith the other issues, the amendment was sought for and the Rent Control Authority by its order dated 21.11.2019 kept the issue No.1 & 2 as it is. In respect of the issue No.3 & 4 certain amendments were accepted. The petitioner herein being landlord was still aggrieved for the reason that issue No.2, which incorporated the word “bonafide requirement” was not in accordance with the Chhattisgarh Rent Control Act, 2011. Hence, an appeal was filed before the Rent Control Tribunal and the Rent Control Tribunal by its order dated 25.04.2022 dismissed the appeal. Hence this petition.
7. Learned counsel for the petitioner would submit that the bonafide requirement cannot be incorporated while deciding the case under the Chhattisgarh Rent Control Act, 2011 as it would be against the statute. Therefore, initially when the order was not in favour of the petitioner, he filed an appeal before the Rent Control Tribunal. The Rent Control Tribunal by a cryptic order has dismissed the appeal without any application of mind, as such, the order requires to be set aside by amendment of issue No.2.
8. We have heard learned counsel for the petitioner. No representation is made on behalf of the respondents, despite service of notice.
9. The issue No.2 which was initially framed on 29.05.2019 would demonstrate to show whether the plaintiff is required the suit premises on the basis of bonafide requirement or not ? Having filed an application to amend the issue, the same was turned down by the

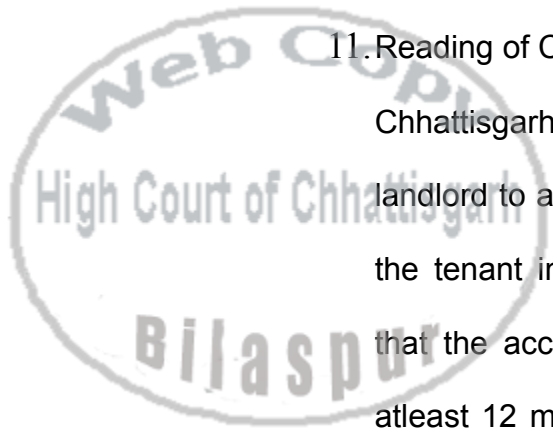




Rent Control Authority on 22.11.2019 and consequently having assailed in appeal, the appeal was dismissed by the order dated 25.04.2022 (Annexure P-1).

10. Reading of the petition would show that primarily the petition before the Rent Control Authority was under the Chhattisgarh Rent Control Act, 2011 and Section 12(2) Schedule-2 Clause 11(a) & 11(h) has been reproduced herein before. The issue No.2 which was framed by the Rent Control Authority was with respect to the need of the premises by the landlord on the bonafide basis. The application before the Rent Control Tribunal was particularly with a plea that it is under Section 12(2) Schedule-2 Clause 11(h) of the Chhattisgarh Rent Control Act, 2011.

11. Reading of Clause (h) of Clause 11 of Schedule 2, Section 12(2) of the Chhattisgarh Rent Control Act, 2011 do not put any obligation on the landlord to assign any reason, it only requires that 6 months notice to the tenant in writing would be necessary, however on the condition that the accommodation will not be leased out at a higher rent for atleast 12 months thereafter. If the word "bonafide" is added in such requirement by the Rent Control Authority, it would amount to completely sideline the object of the Chhattisgarh Rent Control Act, 2011; besides will make the Act of 2011 as porous. When the statutory mandate do not require any such "bonafide" requirement, it cannot be read in while deciding an issue under the Chhattisgarh Rent Control Act, 2011. The authorities are bound by the statute. Though the insertion of word "bonafide" appears to be simple, but would have a devastating effect if is considered as against the object of the Act of 2011. The object of Act of 2011 is that after service of notice under Section 11(h), no obligation is cast or to assign any reason on the landlord seeking eviction. Reading the word "bonafide" requirement by





a landlord in clause 11(h) would completely contrary to the object of Act of 2011 and will cast a fog of uncertainty. By substance addition of word, the object of statute cannot be defeated. The idea to reform to seek an eviction by landlord as guaranteed by the Chhattisgarh Rent Control Act, 2011 would be completely shelved to have a domino effect. Consequently, we deem it proper to set aside the order of the Rent Control Tribunal and frame the issue as under :

“Whether the petitioner is entitled to get the vacant possession of the premises as per provisions of the Chhattisgarh Rent Control Act, 2011.”

12. With such observation, the petition stands allowed.

Sd/-
(Goutam Bhaduri)
Judge

Sd/-
(Radhakishan Agrawal)
Judge

