

**PRESENTATION BY:**

Ritika Semwal  
Second Additional Senior Civil Judge  
Haridwar

Presentation on Topic **Number 4:**

Expeditious Disposal of Applications Under Section 30, Act no. 13 of  
1972

# Introduction

## **Concept of Section 30 Act No. 13 of 72**

- **Under Section 30 of the Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972, a tenant can deposit rent in court in case the landlord refuses to accept it.**
- **Thus in case of the Landlord does not act in a bona fide manner and refuses to receive rent only for the purpose of intentionally and malafidely presenting the tenant as a defaulter of rent for the purpose of proceeding for eviction under section 20, the rights of the tenant can be protected.**

**Provision under Section 30 UP Act  
no. 13 of 1972**

## **Legal Provisions under Section 30:**

### **Deposit of rent in court in certain circumstance:-**

**(1) If any person claiming to be a tenant of a building tenders any amount as rent in respect of the building to its alleged landlord and the alleged landlord refuses to accept the same then the former may deposit such amount in the prescribed manner and continue to deposit any rent which he alleges to be due for any subsequent period in respect of such building until the landlord in the meantime signifies by notice in writing to the tenant his willingness to accept it.**

**(2) Where any *bona fide* doubt or dispute has arisen as to the person who is entitled to receive any rent in respect of any building, the tenant may like wise deposit the rent stating the circumstances under which such deposit is made and may until such doubt has been removed or such dispute has been settled by the decision of any competent Court or by settlement between the parties, continue to deposit the rent that may subsequently become due in respect of such building.**

**(3) The deposit referred to in sub-section (1) , or sub-section (2) shall be made in the Court of the Munsif having jurisdiction.**

**(4) On any deposit being made under sub-section (1), the Court shall cause a notice of the deposit to be served on the alleged landlord, and the amount of deposit may be withdrawn by that person on application made by him to the Court in that behalf.**

**(5) On a deposit being made under sub-section (2), the Court shall cause notice of the deposit to be served on the person or persons concerned and hold the amount of the deposit for the benefit of the person who may be found entitled to it by any competent Court or by a settlement between the parties, and the same shall be payable to such person.**

**(6) In respect of a deposit made as aforesaid, it shall be deemed that the person depositing it has paid it on the date of such deposit to the person in, whose favour it is deposited in the case referred to in sub-section (1) or to the landlord in the case referred to in sub-section (2) .**

# **Need For Expeditious Disposal of Section 30**

- **The need so arises because of the provisions given under Section 20 Sub-section (2), where a suit for eviction of a tenant from a building can be instituted, inter alia, on the grounds given in sub-section 2 (a) of Section 20 reads as follows:**

***“(2) A suit for the eviction of a tenant from a building after the determination of his tenancy may be instituted on one or more of the following grounds, namely:***

***(a) that the tenant is in arrears of rent for not less than four months, and has failed to pay the same to the landlord within one month from the date of service upon him of a notice of demand:”***

- **The ground of non-payment of rent by the tenant therefore has to be for not less than ‘four months’ and which has not been paid within one month of service of demand of the notice. Moreover, even when this rent is not paid and the landlord files his suit for eviction, the law provides yet another opportunity to the tenant to unburden this liability, which is by payments of the entire rent and arrears, before the first hearing of the suit.**

- sub-section (4) of Section 20 which reads as under:
- “20(4). In any suit for eviction on the ground mentioned in clause (a) of subsection (2), if at the first hearing of the suit the tenant unconditionally pays or [ tenders to the landlord or deposits in court] the entire amount of rent and damages for use and occupation of the building due from him (such damages for use and occupation being calculated at the same rate as rent) together with interest thereon at the rate of nine per cent per annum and the landlord’s cost of the suit in respect thereof, after deducting therefrom any amount already deposited by the tenant under subsection (1) of Section 30, the Court may, in lieu of passing a decree for eviction on the ground, pass an order relieving the tenant against his liability for eviction on the ground:

Provided that nothing in this subsection, shall apply in relation to a tenant or any member of the whose family has built or has otherwise acquired in a vacant state, or has got vacated after acquisition, any residential building in the same city, municipality, notified area or town area.

[Explanation.- For the purposes of this sub-section-

(a) the expression “first hearing” means the first date for any step or proceeding mentioned in the summons served on the defendant;

(b) the expression “cost of the suit” includes one-half of the amount of counsel’s fee taxable for a contested suit.]”

- It has been held in **Gokaran Singh v. Ist Additional District and Sessions Judge, Hardoi and Ors. (2000 SCC OnLine All 174)**, that:
- “If the landlord has been refusing to accept the rent at the correct rate and has been claiming rent at higher rate, the tenant as a consequence of landlord’s earlier refusal in the past, deposited the rent in the Court under Section 30 and if thereafter landlord serves formal notice to of demand against the higher rate and expresses his willingness to accept the rent, the tenant after receipt of notice is under an obligation to tender the rent at least at the rate admitted to him to the landlord and has got no right to straight away deposit the same under Section 30(1) of the Act.”

- **The benefit under section 20(4) is only available if the deposit in Court is made before the first hearing of the suit and not after.**
- **This provision has not only been prescribed under the act (no. 13 of 72), but has also been re-eterated in many case laws by various High Courts and even Hon'ble Supreme Court.**
- **In Ajai Agarwal and Ors. v. Har Govind Prasad Singhal and Ors. (2005) 13 SCC 145, the tenant was given the benefit of sub-section (4) of Section 20 of the Act, as he had deposited the “admitted rent” before the first date of hearing.**

- **This makes it all the more crucial that any applications presented before the Munsif Court under Section 30 of the act (no. 13 of 72), be decided expeditiously.**
- **And if the rent was deposited under Section 30 of U.P. Act No. 13 of 1972, in the Court, the tenants will not have committed any default in payment of rent and the defects mentioned under section 20 in regard to default shall not be read against him.**

- But, in cases where despite the demand raised by the land lord the defaulted amount of rent was not tendered or paid to the landlord by the tenant, the defendants shall have committed default in payment of rent. (**PUNJAB SINDH KSHETRA vs SMT. CHUNIA DEVI AND OTHERS on 17 March, 2020 Hon'ble High Court of Uttarakhand**).
- This principle has been re-eterated by the Hon'ble Supreme Court recently in **MAN SINGH versus SHAMIM AHMAD (DEAD) THR. LRS. Civil Appeal No. 1874 Of 2015; April 05, 2023** where it was held that that a tenant may deposit rent in the Court on refusal of the rent by the landlord, but this position only lasts till the landlord expresses his willingness to receive the rent. If the landlord serves formal notice expressing willingness, the tenant upon receipt of notice is under an obligation to tender the rent atleast at the rate admitted to the landlord.

Thank You..