

Obligation Of Tenant & Rights of Tenant

OBLIGATIONS OF TENANT

25. Prohibition of subletting -(1) No tenant shall sub-let the whole of the building under his tenancy.

(2) The tenant may with the permission in writing of the landlord and of the District Magistrate, sub-let a part of the building.

Explanation. For the purposes of this section-

(i) where the tenant ceases, within the meaning of clause (b) of sub-section (1) or sub-section (2) of Section 12, to occupy the building or any part thereof, he shall be deemed to have sub-let that building or part;

(ii) lodging a person in a hotel or a lodging house shall not amount to sub-letting.

26. Certain obligations of the landlord and tenant-

(3) Subject to any contract in writing to the contrary, no tenant shall, whether during the continuance of the tenancy or after its determination, demolish any improvement effected by him in the building or remove any material used in such improvement, other than any fixtures of a movable nature.

28-A. Alteration and improvement not to be made by sub-tenant

Nothing in Section 6, or clause (c) of sub-section (2) of Section 20, or sub-section (3) of Section 26 shall be construed to confer on any sub-tenant a right to make any alteration or improvement in any building otherwise than in accordance with the terms of the tenancy.

28-B.- Tenant's right to get water connection and sanitary fittings installed-.

Notwithstanding anything contained in any law for the time being in force relating to a local authority, the tenant (including a sub-tenant) shall have the right to get water connection, electric connection and sanitary fittings installed in the building under his tenancy at his own cost, and the provisions of sub-section (3) of Section 26 shall apply in relation to every such installation.]

29. Special protection to tenants of buildings destroyed by collective disturbances, etc.

(1) Where in consequence of the commission of mischief or any other offence in the course of collective disturbances, any building under tenancy is wholly or partly destroyed, the tenant shall have the right to re-erect it wholly or partly, as the case may be, at his own expenses within a period of six months from such injury:

Provided that if such injury was occasioned by the wrongful act or default of the tenant he shall not be entitled to avail himself of the benefit of this provision.

(2) Where in consequence of fire, tempest, flood or excessive rainfall, any building under tenancy is wholly or partly destroyed the tenant shall have the right to re-erect or repair it wholly or partly, as the case may be, at his own expense after giving a notice in writing to the landlord within a period of one month from such injury:

Provided that the tenant shall not be entitled to avail himself of the benefit of this provision

(a) if such injury was occasioned by his own wrongful act or default; or

(b) in respect of any re-erection or repair made before he has given a notice as aforesaid to the landlord or before the expiration of a period of fifteen days after such notice, or if the landlord in the meantime makes an application under Section 21, before the disposal of such application; or

(c) in respect of any re-erection or repair made after the expiration of a period of six months from such injury or, if the landlord has made any application as aforesaid, from the disposal thereof.

(3) Where the tenant, before the commencement of this Act, has made any re-erection or repair in exercise of his rights under Section 19 of the old Act, or after the commencement of this Act makes any re-erection in the exercise of his right under sub-section (1) or sub-section (2),-

(a) the property so re-erected or repaired shall be comprised in the tenancy;

(b) the tenant shall not be entitled, whether during the tenancy or after its determination, to demolish the property or parts so erected or repaired or to remove any material used therein other than any fixtures of a movable nature;

(c) Notwithstanding, anything contained in sub-section (2) of Section 2, the provisions of this Act shall apply to the building so re-erected:

Provided that no application shall be maintainable under Section 21 in respect of any such building on the ground mentioned in clause (b) of sub-section (1) thereof within a period of three years from the completion of such re-erection.

29-A. Protection against eviction to certain classes of tenants of land on which building exists.

(1)- For the purposes of this section, the expressions tenant and landlord shall have the meanings respectively assigned to them in clauses (a) and (j) of Section 3 with the substitution of the word land for the word building .

(2) This section applies only to land let out, either before or after the commencement of this section, where the tenant, with the landlord's consent has erected any permanent structure and incurred expenses in execution thereof.

(3) Subject to the provisions hereinafter contained in this section, the provisions of Section 20 shall apply in relation to any land referred to in sub-section (2) as they apply in relation to any building.

(4) The tenant of any land to which this section applies shall be liable to pay to the landlord such rent as may be mutually agreed upon between the parties, and in the absence of agreement, the rent determined in accordance with sub-section (5).

(5) The District Magistrate shall on the application of the landlord or the tenant determine the annual rent payable in respect of such land at the rate of ten per cent per annum of the prevailing market value of the land, and such rent shall be payable, except as provided in sub-section (6) from the date of expiration of the term for which the land was let or from the commencement of this section, whichever is later.

(6)(a) In any suit or appeal or other proceeding pending immediately before the date of commencement of this section, no decree for eviction of a tenant from any land to which this section applies, shall be passed or executed except on one or more of the grounds mentioned in sub-section (2) of Section 20, provided the tenant, within a period of three months from the commencement of this section by an application to the court, unconditionally offers to pay to the landlord, the enhanced rent of the land for the entire period in suit and onwards at the rate of ten per cent per annum of the prevailing market value of the land together with costs of the suit (including costs of any appeal or of any execution or other proceedings).

(b) In every such case, the enhanced rent shall, notwithstanding anything contained in sub-section (5), be determined by the court seized of the case at any stage.

(c) Upon payment against a receipt duly signed by the plaintiff or decree-holder or his counsel or deposit in court of such enhanced rent with costs as aforesaid being made by the tenant within such time as the court may fix in this behalf, the court shall dismiss the suit, or, as the case may be, discharge the decree for eviction, and the tenancy thereafter, shall continue annually on the basis of the rent so enhanced.

(d) If the tenant fails to pay the said amount within the time so fixed (including any extended time, if any, that the court may fix or for sufficient cause allow) the court shall proceed further in the case as if the foregoing provisions of this section were not in force.

(7) The provisions of this section shall have effect, notwithstanding anything to the contrary contained in any contract or instrument or in any other law for the time being in force.

Explanation. For the purposes of sub-section (6) where a case has been decided against a tenant by one court and the limitation for an appeal therefrom has not expired on the date immediately before the commencement of this section, this section shall apply as it applies to pending proceedings and the tenant may apply to that court for a review of the judgment in accordance with the provisions of this section.]

Thank you