

Chhattisgarh Rent Control Act, 2011

19 of 2012

[23 May 2011]

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Chhattisgarh Rent Control Act, 2011

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An Act to provide for adjudication of matters relating to rent by a Tribunal and to promote leasing of accommodation by balancing the interests of landlords and tenants. Be it enacted by the Chhattisgarh Legislature in the Sixty-second Year of the Republic of India, as follows:-- * Published in C.G. Rajpatra (Asadharan) dated 6-11-2012 Pages 560(14-24).

1. Short Title, Extent And Commencement :-

- (1) This Act may be called the Chhattisgarh Rent Control Act, 2011.
- (2) It shall extend in first instance to such of the Municipal areas which are comprising the District Headquarters in the State and later on to such of the other Municipal areas or any areas within the State as the State Government may, by Notification in the Official Gazette, specify from time to time.
- (3) It shall come into force from the date of its publication in the Official Gazette.

2. Definitions :-

In this Act, unless the context otherwise requires,--

- (1) "Accommodation" means any building or part of a building, whether residential or non-residential, leased out by the landlord to the tenant and includes open space, staircase, grounds, garden, garage and all facilities and amenities forming part of the agreement between them of any land which is not being used for agricultural purposes;
- (2) "Agreement" means the written agreement executed by the landlord and the tenant as required under this Act;
- (3) "District" means the district as construed in Chhattisgarh Land Revenue Code, 1959;
- (4) "Habitual Defaulter" means a tenant who fails in a period of 12 months on three or more occasions to pay in full the rent and all dues to the landlord on the due date in accordance with the agreement;
- (5) "Landlord" means a person who for the time being is receiving or is entitled to receive, the rent of any accommodation, 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 to be entitled to receive the rent, if the accommodations were let to a tenant;
- (6) "Municipal area" means the Municipal area or Nagar Panchayat area as defined under Chhattisgarh Municipal Corporation Act, 1956 (No. 23 of 1956) or Chhattisgarh Municipalities Act, 1961 (No. 37 of 1961), as the case may be;
- (7) "Notification" refers to the relevant notification of the Government as published in the Official Gazette;
- (8) "Old Act" means the Chhattisgarh Accommodation Control Act, 1961 (No. XLI of 1961) with all amending acts;
- (9) "Rent" means the consideration payable by the tenant to the

landlord against an accommodation;

(10) "Rent Controller" means the official so appointed under sub-section (1) of Section 7 of the Act;

(11) "Rent Control Tribunal" means the body constituted under Section 6 (1) of the Act;

(12) "Repealed Act" refers to Chhattisgarh Accommodation Control Act, 1961 (No. XLI of 1961) with all amending acts up to the date of selective repeal vide Section 10 (1) of this Act;

(13) "Social Nuisance" means a tenant who frequently uses the accommodation to commit any or all of the acts listed in Serial No. 10 of the Schedule 4;

(14) "Tenant" means--

(i) the person by whom or on whose account or behalf rent is, or but for, a contract express or implied, would be payable for any accommodation to his landlord including the person who is continuing its possession after the termination of his tenancy otherwise than by an order or decree for eviction passed under the provisions of this Act; and

(ii) in the event of death of the person referred to in sub-clause (i)-
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(a) in case of accommodation let out for residential purposes, his surviving spouse, son, daughter, mother and father who had been ordinarily residing with him in such accommodation as member of his family up to his death;

(b) in case of accommodation let out for commercial or business purposes, his surviving spouse, son, daughter, mother and father who had been ordinarily carrying on business with him in such accommodation as member of his family up to his death.

3. Exemptions :-

Nothing in this Act shall apply to--

(1) Any accommodation belonging to or owned by any department of Government and/or Board and/or Corporation promoted by and/or owned by the Government.

(2) Any other building and/or category of building(s) specifically exempted in public interest by the Government through notification.

4. Tenancy Agreement :-

(1) Notwithstanding anything contained in Section 107 of the Transfer of Property Act, 1882 (Central Act 4 of 1882), no person

shall, after the commencement of this Act, let or take on rent any accommodation except by an agreement in writing.

(2) Where, in relation to a tenancy created before the commencement of this Act,--

(a) an agreement in writing was already entered into shall be filed before the Rent Controller.

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy and file the same before the Rent Controller;

Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b) such landlord and the tenant shall separately file the particulars about such tenancy.

(3) Every agreement referred to in sub-section (1) or required to be executed under sub-section (2) shall be in such format and in such manner and within such period as may be prescribed.

5. Rent To Be As Agreed :-

(1) The rent payable for any accommodation shall, subject to other provisions of this Act, be such as may be agreed upon between the landlord and the tenant and it shall not include the charges payable for amenities which may be agreed upon separately; and shall be payable accordingly.

(2) Unless agreed otherwise every tenant shall pay the rent by the fifteenth day of the month next following the month for which the rent is payable.

6. Constitution Of The Rent Control Tribunal :-

(1) The State Government shall by notification constitute, within thirty days of this Act, a Tribunal in terms of Article 323-B of the Constitution, to be called as Chhattisgarh Rent Control Tribunal, to give effect to the provisions of this Act, and for the adjudication or trial of any disputes, complaints, or offences with respect to rent, its regulation and control and tenancy issues including the rights, title and obligations of landlords and tenants.

Explanation.--Matters relating to transfer of property and/or disputes regarding title over any property shall continue to be considered under relevant laws by the courts of law.

(2) The State Government in consultation with the High Court shall appoint the Chairman of the Rent Control Tribunal. District Judge not below the rank of super time scale, shall be eligible to be

appointed as Chairman of the Rent Control Tribunal.

(3) The Tribunal shall have such other members as the State Government may decide from time to time, but not less than three members including the Chairman, at any time.

(4) An officer not below the rank of Deputy Secretary to the State Government shall be Member-Secretary of the Tribunal.

(5) From the date, the Tribunal becomes functional, which date shall be published in the State Gazette, the jurisdiction of all courts, except the jurisdiction of the Supreme Court under Article 136 of the Constitution, shall stand excluded in respect of all matters falling within the jurisdiction of the Tribunal:

Provided, however, that all cases pending before any court or authority immediately before the establishment of the Tribunal, shall continue to be processed under the old Act, as amended from time to time.

7. Establishment Of Rent Controller :-

(1) For every district, the State Government shall appoint one or more officers not below the rank of a Deputy Collector, as Rent Controller with territorial jurisdiction as to be specified by the District Collector.

(2) Rent Controller shall be subordinate to the Rent Control Tribunal.

8. Powers And Functions Of Rent Control Tribunal :-

(1) The Rent Control Tribunal, shall have such powers as the Government may by notification vest in it, which shall include the following:--

(a) Enabling and ensuring the active existence of Rent Controller(s) at all times for due fulfillment of the purposes of this Act.

(b) Functioning as Appellate Authority, to consider applications of all person(s) aggrieved by any order of the Rent Controller.

Explanation.--The Rent Control Tribunal shall exercise such powers as was exercised by the High Court in adjudicating matters under the repealed Act.

(2) The Rent Control Tribunal shall have powers to punish for contempt of its authority, as if it were a High Court.

9. Powers And Functions Of Rent Controller :-

(1) The Rent Controller shall exercise such powers, perform such

functions, and discharge such responsibilities within its territorial jurisdiction, as the Government may by notification vest in him, which shall include the following:--

- (a) Reconciling dispute(s) between landlord and tenant,
 - (b) Securing the rights of landlords and tenants as available to them under this Act.
 - (c) Enforcing the obligations enjoyed upon landlords and tenants under this Act.
- (2) All proceedings before the Rent Controller shall ordinarily conclude within six months from the date of first appearance of the respondent in response to the summons issued for his appearance in the case or from the date on which the respondent is set ex-parte.

10. Procedure To Be Followed By Rent Controller(S) And Rent Control Tribunal :-

(1) The Rent Controller and the Rent Control Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908 (Central Act 5 of 1908), but shall be guided by the principle of natural justice and subject to other provisions of this Act or the Rules made thereunder and shall have powers to regulate their own procedure, and for the purpose of discharging their functions under this Act they shall have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908 (Central Act 5 of 1908) while trying a suit or an appeal in respect of following matters, namely:--

- (a) summoning and enforcing the attendance of any person and examining him on oath;
- (b) requiring the discovery and production of documents;
- (c) reviewing its decision;
- (d) issuing commissions for the examination of witnesses or documents;
- (e) dismissing petition for default or deciding it ex-parte;
- (f) setting aside any order of dismissal of any petition for default or any order passed by it ex-parte;
- (g) bringing legal representatives on record; and
- (h) any other matter as may be prescribed.

(2) Rent Control Tribunal shall not grant any adjournment without written application and recording the reasons therefor in writing.

(3) Any proceeding before the Rent Control Tribunal or Rent Controller shall be deemed to be a judicial proceeding within the

meaning of Sections 193 and 228 and for the purpose of Section 196 of the Indian Penal Code, 1860 (Central Act 45 of 1860) and the Rent Controller shall be deemed to be a Civil Court for the purposes of Section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974).

11. Execution Of The Order :-

(1) The Rent Controller shall, on application of any party, execute, in the manner prescribed, a final order or any other order passed under this Act by adopting any one or more of the following modes, namely:--

(a) attachment and sale of the movable or immovable property of the opposite party;

(b) arrest and detention of the opposite party;

(c) attachment of any one or more bank accounts of the opposite party and satisfaction of the amount of order to be paid from such account;

(d) attachment of salary and allowance of a Government Servant or employee of any Nationalized Bank, Local Authority, Corporation, Government Company;

(e) appointing any advocate as Commissioner on such remuneration as may be fixed or deputing any officer of the Tribunal or local administration or local body for execution of the order;

(f) delivery of possession of the premises to the applicant.

(2) The Controller may, in order to execute the final order or any other order passed under this Act require the help from the local administration or local body or the police.

(3) If the tenant does not vacate the premises within three months of the date of issue of certificate for recovery of the possession, he shall be liable, from the date of issue of certificate for recovery of possession to pay mesne profits at the rate of 2 times the rent in case of accommodations let out for residential purposes, at the rate of 3 times the rent in case of accommodations let out for commercial purposes and at the rate of 3 times the rent in case certificate for recovery of immediate possession has been issued.

(4) The Rent Controller shall conduct the execution proceedings in relation to a final order or any other order passed under this Act in summary manner and dispose of the application for execution made under this section within forty five days from the date of service of notice on opposite party.

Explanation.--Filing of an appeal or other proceeding against the

order of issue of certificate for recovery of possession or immediate possession will not save the tenant from his liability to pay mesne-profits, at the rates specified under sub-section (3), unless specifically ordered otherwise by the Appellate Rent Controller or the Court before which such an order is under challenge and if the order of issue of recovery certificate is finally maintained, the tenant shall be liable to pay mesne-profits at the rates specified under sub-section (3) from the date on which the recovery certificate was initially issued.

12. Rights And Obligations Of Landlords And Tenants :-

(1) Every tenant shall have rights according to Schedule 1. The Tribunal and Rent Controller(s) shall act at all times to secure to the tenant these rights.

(2) Every landlord shall have rights according to Schedule 2. The Tribunal and Rent Controller shall act at all times to secure to the landlord these rights:

Provided that--

(a) In case of any clash of interests of the landlord and the tenant and/or any point of doubt in respect of matters relating to rent, the benefit thereof shall be granted to the tenant.

(b) In case of any clash of interests of the landlord and the tenant, and/or any point of doubt in respect of matters relating to returning possession of the accommodation to the tenant, benefit thereof shall be granted to the landlord.

(3) Every landlord shall have obligations according to Schedule 3. The Tribunal and Rent Controller(s) shall act at all times to enforce upon the landlord these obligations.

(4) Every tenant shall have obligations according to Schedule 4. The Tribunal and Rent Controller(s) shall act at all times to enforce upon the tenant these obligations.

(5) Any willful attempt or act by the landlord to undermine or deny to the tenant the rights available to him in terms of Schedule 1 shall constitute an offence under this Act, punishable with fine not exceeding Rs. 5,000 or simple imprisonment for a period not exceeding three months or both.

(6) Any willful attempt or act by the tenant to undermine or deny to the landlord the rights available to him in terms of Schedule 2 shall constitute an offence under this Act, punishable with fine not exceeding Rs. 5,000 or simple imprisonment for a period not exceeding three months or both.

(7) Any attempt by the landlord to neglect for unsubstantial and/or insufficient reasons the obligations enjoined upon him in terms of Schedule 3 shall constitute an offence under this Act, punishable with fine not exceeding Rs. 5,000 or simple imprisonment for a period not exceeding three months or both.

(8) Any attempt by the tenant to neglect for unsubstantial and/or insufficient reasons the obligations enjoined upon him in terms of Schedule 4 shall constitute an offence under this Act, punishable with fine not exceeding Rs. 5,000 or simple imprisonment for a period not exceeding three months or both.

13. Appeal :-

(1) Notwithstanding anything to the contrary contained in this Act, a landlord and/or tenant aggrieved by any order of the Rent Controller shall have the right to appeal in the prescribed manner within the prescribed time to the Rent Control Tribunal.

(2) Appeal against an order of the Rent Control Tribunal shall lie with the Supreme Court, Similar Provision of the Repealed Act (No. 41 of 1961)

14. Repeal And Savings :-

(1) On this Act, becoming law, through notification in the Official Gazette, the Chhattisgarh Accommodation Control Act, 1961 (No. XLI of 1961) in its application to the State of Chhattisgarh is hereby repealed.

(2) The repeal under sub-section (1) shall not affect the previous operation of this enactment so repealed and anything done or action taken or deemed to have been done or taken (including any appointment or delegation made, notification, order, direction or notice issued, or rules made), by or under the provisions of the repealed enactment shall, so far as it is not inconsistent, with provisions of this Act be deemed to have been done or taken under the provisions of this Act and shall continue in force unless and until suspended by anything done or any action taken under this Act.

SCHEDULE 1

SCHEDULE 1

[See Section 12 (1) of the Act]

Tenants Rights available under the Act

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S. No.	Rights
1.	Right to receive, at the commencement of tenancy, a copy of the agreement.
2.	Right to receive receipt against payments made to the landlord, either by way of security deposit, rent or any other.
3.	Right to receive accommodation in a good and tenantable state before occupation.
4.	Right to enjoy quiet possession of the accommodation, subject to regular payment of rent, and subject to use of the accommodation for the purpose(s) for which it was leased. Provided in the event of death or mental incapacitation of the tenant, his widow/wife shall automatically be deemed to be the tenant, subject to her endorsing, through a supplemental agreement, to take upon herself, the rights and obligations contained in the agreement executed by her husband.
5.	Right to all facilities and amenities forming part of the accommodation, in a working and functional manner.
6.	Right to routine annual upkeep and facelift of the accommodation by the landlord, or right to get the annual upkeep work done against reimbursement of actual expenses by the landlord, subject to such reimbursement not exceeding one months rent after every block of eleven months of occupancy.
7.	Guarantee against any willful cutting off of essential supplies like water and electricity by the landlord or his agent(s).
8.	Security of tenancy, subject to non-impingement upon the rights of the landlords included in Schedule 2.

SCHEDULE 2

SCHEDULE 2

[See Section 12 (2) of the Act]

Landlords Rights available under the Act

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S. No.	Rights
1.	Security of title over accommodation, irrespective of the period of the tenants tenancy.
2.	Right to demand and receive security deposit for an amount not exceeding three months rent.
3.	Right to receive rent regularly on or before the due date, in the manner agreed to in the agreement.
4.	Right to receive annual increment in rent according to the Agreement, which rate shall not exceed 5% in cases where monthly rent is Rs. 2000/- or less; and 10% in all other cases.

5.	Right to demand and receive amounts corresponding to any increase in the cost of utilities like electricity, water, etc. enjoyed by the tenant.
6.	Right to inspect the accommodation during daytime, with prior appointment of the tenant, in the presence of the tenant or any male adult member of his family, known to reside with him.
7.	Right to add and/or improve and/or expand accommodation and/or increase amenities. Provided, however, that if the addition/expansion was done without concurrence of the tenant, the landlord shall not have right to enforce increased rent.
8.	Right to undertake routine annual upkeep of the accommodation at a time suitable to him, or, to allow to the tenant the option to do the routine annual upkeep of the accommodation, against reimbursement of expenses, subject to such reimbursement not exceeding one months rent.
9.	Right to make application to the Rent Controller seeking revision in rent and/or security deposit at any point of time on justifiable and substantial grounds.
10.	Right to apply to the Rent Controller seeking fair compensation from the tenant for damages caused to the accommodation, wilfully, negligently, or otherwise attributable to the tenant.
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.
	(b) If the tenant causes, or allows to be caused, substantial damage to the accommodation, for any reason whatsoever.
	(c) If the tenant uses the accommodation for purpose(s) other than that for which it was leased out.
	(d) If the tenant becomes a social nuisance.
	(e) If the tenant is convicted under any section of the Indian Penal Code.
	(f) For carrying out major renovation work which is not possible with the tenant housed in.
	(g) On 3 months notice to the tenant in writing, if the accommodation is required for own occupation and/or occupation by any member of the family including spouse, parent(s), son(s), daughter, daughter(s)-in-law, son(s)-in-law.
	(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:
	Provided, however, that in case of the following special categories of landlords and/or their spouse desiring the accommodation back for own use, the period of notice shall be one month: current or retired government servants, widows, personnel of the armed forces, persons coming to physical or mental handicap, and senior citizens (above the age of 65 years).
12.	Right to receive back the accommodation at the end of the tenancy in a shape and condition as good as it was at the start of tenancy, granting allowance for reasonable weathering and aging.

SCHEDULE 3

SCHEDULE 3

[See Section 12 (3) of the Act]

Landlords obligations under the Act

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S. No.	Obligations
1.	To admit a tenant only after executing agreement, duly notarized, as required under this Act.
2.	To file Information on Form C before the local Police Station within 7 days of admitting the tenant.
3.	To give proper receipt to the tenant against all payments received.
4.	To allow the tenant quiet enjoyment of the accommodation and all rights included in Schedule 1, so long as he fulfills his obligations set forth in Schedule 4.
5.	To keep the accommodation and premises in a state of good and tenantable repair at all times.
6.	To dovetail the system for disposal of domestic garbage to the system designed by the civic body and to explain the system clearly to the tenant at the start of tenancy.
7.	To undertake with reasonable promptitude all major structural repairs attributable to defects in construction and/or natural aging of the house.
8.	To provide, wherever allowed by the State Electricity Board, a separate and exclusive meter to record the electricity consumed by the tenant.
9.	Never to wilfully cut off essential supplies like water and electricity to the accommodation, or to cause such cut through another.
10.	Never to exercise right to enter accommodation for inspection, in the absence of the tenant or when only female member(s) of the family are present and are objecting to such entry.
11.	To undertake annual upkeep of the accommodation, or to allow the tenant to do so by allowing him expenses on actual basis, subject to a maximum amount equal to one months rent.
12.	Never to adopt or threaten to adopt extra-judicial methods for eviction to pressure the tenant to vacate the accommodation.
13.	To refund security deposit to the outgoing tenant before closure of tenancy.

SCHEDULE 4

SCHEDULE 4

[See Section 12 (4) of the Act]

Tenants obligations under the Act

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S. No.	Obligations
1.	To acknowledge at all times the title of the landlord over the accommodation, and to respect and honor without demur his rights as set forth in Schedule-2.
2.	To use the accommodation only for the purpose for which it was leased out to him.
3.	Never to sub-let any portion of the accommodation, with or without monetary considerations, formally or informally, with or without the permission of the landlord.
4.	To protect and safeguard the accommodation, and all electrical, sanitary and other fixtures forming part of the accommodation.
5.	To attend to the minor, recurring replacements and repairs as may be necessary from time to time, without expecting reimbursement from the landlord.
6.	To keep the accommodation in a clean and hygienic state, and not to cause air, water and/or noise pollution in or around the accommodation, in a manner that hurts peaceful coexistence.
7.	To dispose of garbage in accordance with the system designed by the municipality, and in no case to litter it outside the accommodation and/or on to the road or other public place.
8.	To pay the security deposit, rent and other dues fully and regularly in the manner settled with the landlord.
9.	To compensate the landlord for any damage caused to the accommodation, wilfully or otherwise, except for natural aging and/or weathering.
10.	Never to become a social nuisance during currency of the tenancy.

Explanation.--Social nuisance means doing or causing to be done any or all of the following acts: drunken brawls, wife-bashing, prostitution, habitual late-night noisy socializing and/or otherwise creation of abnormal noise construed by the neighbourhood as disturbance, spitting in common facilities like staircase, storage of any hazardous stuff, storage of any stuff with offensive odor that fouls up the surrounding, or that abnormally invites pests, littering of garbage and/or letting loose waste water, spoiling the environment by doing or promoting improper defecation, and/or any act that has a bad and damaging social effect on the immediate neighbourhood.