

## **Delhi And Ajmer Rent Control Act, 1952**

**38 of 1952**

**[15 April 1952]**

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# **Delhi And Ajmer Rent Control Act, 1952**

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**[15 April 1952]**

An Act to provide for the control of rents and evictions, and for the lease of vacant premises to Government, in certain areas in the States of Delhi and Ajmer. BE it enacted by Parliament as follows :-

## **CHAPTER 1 PRELIMINARY**

### **1. Short Title, Extent And Commencement :-**

(1) This Act may be called the Delhi and Ajmer Rent Control Act, 1952.

(2) It extends to the areas specified in the First Schedule and may be extended by the Central Government, by notification in the Official Gazette, to such other areas in the State of Delhi or Ajmer as may, from time to time, be specified in the notification:

Provided that the Central Government may, at anytime, by a like notification direct that it shall cease to be in force in any such area, and with effect from such date, as may be specified in the notification.

(3) It shall come into force on such date as the Central Government may, by notification in the Official Gazette, appoint.

### **2. Definitions :-**

In this Act, unless the context otherwise requires,-

(a) "fair rate" means the fair rate fixed under section 24 and includes the rate as revised under section 25;

(b) "hotel or lodging house" means a building or part of a building where lodging with or without board or other services is provided for a monetary consideration;

(c) "landlord" means a person who, for the time being is receiving, or is entitled to receive, the rent of any premises, 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 be entitled to receive the rent, if the premises were let to a tenant;

(d) "lawful increase" means an increase in rent permitted under the provisions of this Act:

(e) "manager of a hotel" includes any person in charge of the management of the hotel;

(f) "owner of a lodging house" means a person who receives or is entitled to receive whether on his own account or on behalf of himself and others or as an agent or a trustee for any other person, any monetary consideration from any person on account of board, lodging or other services;

(g) "premises" means any building or part of a building which is, or is intended to be, let separately for use as a residence or for commercial use or for any other purpose, and includes-

(i) the garden, grounds and outhouses, if any, appertaining to such building or part of a building;

(ii) any furniture supplied by the landlord for use in such building or part of a building;

but does not include a room in a hotel or lodging house;

(h) "prescribed" means prescribed by rules made under this Act;

(i) "standard rent", in relation to any premises, means,-

(i) where the standard rent has been fixed by the court under section 8, the rent so fixed; or

(ii) where the standard rent has not been fixed under section 8, the standard rent of the premises as determined in accordance with the provisions of the Second Schedule;

(j) "tenant" means any person by whom or on whose account rent is payable for any premises and includes such sub-tenants and other persons as have derived title under a tenant under the provisions of any law before the commencement of this Act.

### **3. Act Not To Apply To Certain Premises :-**

Nothing in this Act shall apply-

(a) to any premises belonging to the Government; or

(b) to any tenancy or other like relationship created by a grant from the government in respect of the premises taken on lease, or requisitioned, by the Government.

## **CHAPTER 2 STANDARD RENT AND PROVISIONS RELATING TO OTHER CHARGES BY THE LANDLORD**

### **4. Rent In Excess Of Standard Rent Not Recoverable :-**

(1) Except where rent is liable to periodical increase by virtue of an agreement entered into before the 1st day of January, 1939 or where rent is payable under a lease entered into before the 1st day of January, 1939, which has not expired before the first day of the period for which the rent is claimed, no tenant shall,

notwithstanding any agreement to the contrary, be liable to pay to his landlord for the occupation of any premises any amount in excess of the standard rent of the premises unless such amount is a lawful increase of the standard rent in accordance with the provisions of this Act.

(2) Subject to the provisions of sub-section (1), any agreement for the payment of rent in excess of the standard rent shall be null and void and shall be construed as if it were an agreement for the payment of the standard rent only.

## **5. Unlawful Charges Not To Be Claimed Or Received :-**

(1) Subject to the provisions of this Act, no person shall claim or receive any rent in excess of the standard rent, notwithstanding any agreement to the contrary.

(2) No person shall, in consideration of the grant, continuance or renewal of a tenancy or sub-tenancy of any premises, claim or receive the payment of any premium, pugree, fine, advance or any other like sum in addition to the rent.

Explanation.-Receipt of rent in advance for a period not exceeding one month shall not be deemed to be an advance within the meaning of this section.

(3) It shall not be lawful for the tenant or any other person acting or purporting to act on behalf of the tenant or a sub-tenant to claim or receive any payment in consideration of the relinquishment of his tenancy or sub-tenancy, as the case may be, of any premises.

(4) Nothing in this section shall apply-

(a) to any payment made in pursuance of an agreement entered into before the 1st day of November, 1939; or

(b) to any payment made under an agreement by any person to a landlord for the purpose of financing the construction of the whole or part of any premises on the land belonging to the landlord, if one of the conditions of the agreement is that the landlord is to let to such person the whole or part of the premises when completed for the use of such person or any member of his family:

Provided that such payment does not exceed the amount of agreed rent for a period of five years of the whole or part of the premises to be let to such person.

Explanation.-For the purposes of clause (b) of this sub-section, a "member of the family" means, in the case of an undivided Hindu family, any member of such family and in the case of any other

family, the husband, wife, son, daughter, father, mother, brother, sister or any other person dependent on him.

## **6. Lawful Increases Of Standard Rent :-**

(1) Where a landlord has at anytime, whether before or after the commencement of this Act, incurred expenditure for any improvement, addition or structural alteration in the premises, not being expenditure on decoration or tenantable repairs necessary or usual for such premises, and the cost of that improvement, addition or alteration has not been taken into account in determining the standard rent of the premises, the landlord may lawfully increase the standard rent per year by an amount not exceeding seven and a half per cent of such cost.

(2) Where a landlord pays in respect of the premises any charge for electricity or water consumed in the premises or any other charge levied by a local authority having jurisdiction on the area which is ordinarily payable by the tenant, he may recover from the tenant any amount so paid by him; but no landlord shall recover from the tenant whether by means of an increase in rent or otherwise the amount of any tax on building or land imposed in respect of the premises occupied by the tenant:

Provided that nothing in this sub-section shall affect the liability of any tenant under an agreement entered into before the 1st day of January, 1952, whether express or implied, to pay from time to time the amount of any such tax as aforesaid.

(3) Where a part of the premises let for use to a tenant has been sublet by him-

(a) the landlord may lawfully increase the rent payable by the tenant-

(i) in the case of any premises let for residential purposes, by an amount not exceeding twelve and one-half per cent. of the standard rent of the part sub-let;

(ii) in the case of any premises let for other purposes, by an amount not exceeding twenty-five per cent. of the standard rent of the part sub-let;

(b) the tenant may lawfully increase the rent payable by the sub-tenant-

(i) in the case of any premises let for residential purposes, by an amount not exceeding twenty-five per cent. of the standard rent of the part sub-let; and

(ii) in the case of any premises let for other purposes, by an

amount not exceeding fifty per cent. of the standard rent of the part sub-let;

(c) the tenant shall, on being so requested in writing by the landlord, supply, within fourteen days of such request being made, a statement in writing giving full particulars of any sub-letting including the rent charged.

## **7. Notice Of Increase Of, Or Addition To, Rent :-**

(1) Where a landlord wishes to increase the rent of any premises, he shall give the tenant notice of his intention to make the increase and in so far as such increase is lawful under this Act, it shall be due and recoverable only in respect of the period of the tenancy after the end of the month in which the notice is given.

(2) Every notice under sub-section (1) shall be in writing signed by or on behalf of the landlord and given in the manner provided in section 106 of the Transfer of Property Act, 1882 (Iv of 1882).

(3) For the avoidance of doubt, it is hereby declared that the provisions of this section apply equally to any increase in rent payable by the sub-tenant.

## **8. Cases In Which Standard Rent May Be Fixed By Court :-**

(1) In any of the following cases, namely:-

(a) where, for any reason whatsoever, any dispute arises between a landlord and the tenant regarding the amount of standard rent payable in respect of any premises in accordance with the provisions of the Second Schedule; or

(b) where, at any time on or after the 2nd day of June, 1944, any premises are first let and thereat at which they are let is, in the opinion of the court, unreasonable :

the court may, on an application made to it for the purpose or in any suit or proceeding, fix the standard rent at such an amount as, having regard to the provisions of this Act and the circumstances of the case, the court deems just.

(2) Where there is any dispute between the landlord and the tenant regarding the amount which is a lawful increase of the standard rent, the court may determine such amount.

(3) Where for any reason it is not possible to determine the standard rent of any premises on the principles set forth in the Second Schedule, the court may, on an application made to it for the purpose, determine the standard rent, and in so doing, shall have regard to the standard rent of similar premises in the same

locality and other circumstances of the case.

(4) In fixing the standard rent of any premises under clause (b) of sub-section (1), the court shall fix an amount which appears to it to be reasonable and no standard rent so fixed shall exceed seven and one-half per cent. of the reasonable cost of construction of such premises.

Explanation.-For the purposes of this sub-section, the "cost of construction", in respect of any premises, includes the market value of the land comprised in the premises at the time of the completion of such construction.

(5) The standard rent shall in all cases be fixed as for a tenancy of twelve months:

Provided that where any premises are let or re-let for a period of less than twelve months, the standard rent for such tenancy shall bear the same proportion to the annual standard rent as the period of tenancy bears to twelve months.

(6) Where the court determines the standard rent of any premises under this section, the court shall determine the standard rent of the premises in an unfurnished state, and may also determine an additional charge to be payable on account of any fittings or furniture supplied by the landlord and it shall be lawful for the landlord to recover such additional charge from the tenant.

(7) In every case in which the court determines the standard rent of any premises under this section, it shall specify a date from which the standard rent so determined shall be deemed to have effect :

Provided that in no case, the date so specified shall be earlier than six months prior to the date of filing of the application for the determination of the standard rent or, as the case may be, of the institution of the suit or proceeding in which the standard rent is determined.

## **9. Fixation Of Interim Rent By The Court :-**

If an application for fixing the standard rent or for determining the lawful increase of such rent is made under section 8, the court shall, as expeditiously as possible, make an order specifying the amount of the rent or the lawful increase to be paid by the tenant to the landlord pending the final decision of the application and shall appoint a date from which the rent or lawful increase so specified shall be deemed to have effect.

## **10. Limitation Of Liability Of Middleman :-**

No collector of rents or middleman shall be liable to pay to his principal, in respect of any premises, any sum by way of rental charges which exceeds the amount which he is entitled under this Act to realise from the tenant or tenants of the premises.

### **11. Limitation For Applications For Fixation Of Standard Rent :-**

Any land lord or tenant may file an application to the court forfeiting the standard rent of the premises or for determining the lawful increase of such rent--

(a) in the case of any premises which were let, or in which the cause of action for lawful increase of rent arose, before the commencement of this Act, within six months from such commencement;

(b) in the case of any premises let after the commencement of this Act, within six months from the date on which it is so let; and

(c) in the case of any premises in which the cause of action for lawful increase of rent arises after the commencement of this Act, within six months from that date :

Provided that the court may entertain the application after the expiry of the said period of six months if it is satisfied that the applicant was prevented by sufficient cause from filing the application in time.

### **12. Refund Of Rent, Premium, Etc., Not Recoverable Under This Act :-**

Where any amount has been paid by any person whether before or after the commencement of this Act,-

(a) on account of rent, being an amount which is by reason of the provisions of this Act, not recoverable, or

(b) as premium, pugree, fine, advance or other like sum in addition to the rent, the receiving of which is prohibited under this Act, the court may, on an application made to it in this behalf at anytime within a period of six months from the date of such payment, direct the landlord by whom or on whose behalf the amount was received to refund the amount to such person or, if such person is a tenant, direct that the amount so paid shall be deducted from the rent payable by the tenant to the landlord.

## **CHAPTER 3 CONTROL OF EVICTION OF TENANTS**



### **13. Protection Of A Tenant Against Eviction :-**

(1) Notwithstanding anything to the contrary contained in any other law or any contract, no decree or order for the recovery of possession of any premises shall be passed by any court in favour of the landlord against any tenant (including a tenant whose tenancy is terminated):

Provided that nothing in this sub-section shall apply to any suit or other proceeding for such recovery of possession if the court is satisfied-

(a) that the tenant has neither paid nor tendered the whole of the arrears of rent due within one month of the date on which a notice of demand for the arrears of rent has been served on him by the landlord in the manner provided in section 106 of the Transfer of Property Act, 1882 (IV of 1882); or

(b) that the tenant without obtaining the consent of the landlord in writing has, after the commencement of this Act,-

(i) sub-let, assigned or otherwise parted with the possession of, the whole or any part of the premises; or

(ii) used the premises for a purpose other than that for which they were let; or

(c) that the tenant, without obtaining the consent of the land lord had, before the commencement of this Act,-

(i) sub-let, assigned or otherwise parted with the possession of, the whole or any part of the premises; or

(ii) used the premises for a purpose other than that for which they were let; or

(d) that the premises were let for use as a residence and neither the tenant nor any member of his family has been residing therein for a period of six months immediately before the date of the institution of any suit or proceeding for recovery of possession; or

(e) that the premises let for residential purposes are required bona fide by the landlord who is the owner of such premises for occupation as a residence for himself or his family and that he has no other suitable accommodation:

Explanation.-For the purposes of this clause, "residential premises" include any premises which having been let for use as a residence are, without the consent of the landlord, used incidentally for commercial or other purposes; or

(f) that the premises have become unsafe or unfit for human habitation and are bona fide required by the landlord for carrying out repairs which cannot be carried out without the premises being

vacated; or

(g) that the premises are bona fide required by the landlord for the purpose of re-building the premises or for the replacement of the premises by any building or for the erection of other buildings and that such building or re-building cannot be carried out without the premises being vacated; or

(h) that the tenant has, whether before or after the commencement of this Act, built, acquired vacant possession of, or been allotted, a suitable residence; or

(i) that the premises were let to the tenant for use as a residence by reason of his being in the service or employment of the landlord, and that the tenant has ceased, whether before or after the commencement of this Act, to be in such service or employment; or

(j) that the conduct of the tenant is such that it is a nuisance or that it causes annoyance to the occupiers of the neighbouring premises or other occupiers of the same premises; or

(k) that the tenant has, whether before or after the commencement of this Act, caused or permitted to be caused substantial damage to the premises, or notwithstanding previous notice has used or dealt with the premises in a manner contrary to any condition imposed on the landlord by the Government or the Delhi Improvement Trust while giving him a lease of the land on which the premises are situated; or

(l) that the landlord requires the premises in order to carry out any building work at the instance of the government or the Delhi Improvement Trust in pursuance of any improvement scheme or development scheme.

(2) No decree or order for recovery of possession shall be passed on the ground specified in clause (a) of the proviso to sub-section (1), if , on the first day of the hearing of the suit or within such further time as may be allowed by the court, the tenant pays in court the arrears of rent then due together with the costs of the suit.

(3) For the purposes of clause (b) or clause (c) of the proviso to sub-section (1), a court may presume that the premises let for use as a residence were or are sub-let by a tenant in whole or in part to another person, if it is satisfied that such person not being a servant of the tenant or a member of the family of such servant was or has been residing in the premises or any part thereof for a period exceeding one month otherwise than in commonality with the tenant.

(4) Where a decree for recovery of possession is passed on the grounds specified in clause (e) of the proviso to sub-section (1),

the landlord shall not be entitled to obtain possession of the premises by an order of the court before the expiration of a period of three months from the date of the decree.

(5) If the tenant contests the suit as regards the claim for ejectment, the plaintiff-landlord may make an application at any stage of the suit for an order on the tenant-defendant to deposit month by month rent at a rate at which it was last paid and also the arrears of rent, if any, and the court, after giving an opportunity to the parties to be heard, may make an order for the deposit of rent at such rate month by month as it thinks fit and the arrears of rent, if any, and on the failure of the tenant to deposit the arrears of rent within fifteen days of the date of the order or to deposit the rent at such rate for any month by the 15th of the next following month, the court shall order the defence against ejectment to be struck out and the tenant to be placed in the same position as if he had not defended the claim to ejectment; and the landlord may withdraw the amount of money in deposit without prejudice to his claim to any decree or order for recovery of possession of the premises.

(6) For avoidance of doubts it is hereby declared that nothing in this section shall apply to any decree or order for recovery of possession of any premises passed before the commencement of this Act.

#### **14. Recovery Of Possession For Occupation And Re-Entry :-**

Where a landlord recovers possession of any premises from the tenant by virtue of any decree or order made on the grounds specified in clause (e) of the proviso to sub-section (1) of section 13 and the premises are not occupied by the landlord as a residence for himself or his family within two months of obtaining such possession or the premises having been so occupied, are, at anytime within eight months of such occupation, re-let in whole or in part to any person other than the evicted tenant, the court may, on the application of such evicted tenant, place him in vacant possession of the premises and award such damages to him as it thinks fit against the landlord.

#### **15. Recovery Of Possession For Repairs And Re-Building And Re-Entry :-**

(1) The court shall, when passing any decree or order on the grounds specified in clause (f) or clause (g) of the proviso to sub-

section (1) of section 13, ascertain from the tenant whether he elects to be placed in occupation of the premises or part thereof from which he is to be evicted and if the tenant so elects, shall record the fact of the election in the decree or order and specify therein the date on or before which he shall deliver possession so as to enable the landlord to commence the work of repairs or building or re-building, as the case may be.

(2) If the tenant delivers possession on or before the date specified in the decree or order, the landlord shall, on the completion of the work of repairs or building or re-building place the tenant in occupation of the premises or part thereof.

(3) If, after the tenant has delivered possession on or before the date specified in the decree or order, the landlord fails to commence the work of repairs or building or re-building within one month of the specified date or fails to complete the work in a reasonable time or having completed the work, fails to place the tenant in occupation of the premises in accordance with sub-section (2), the court may, on the application of the tenant made within one year from the specified date, order the landlord to place the tenant in occupation of the premises or part thereof on the original terms and conditions or to pay to such tenant such compensation as may be fixed by the court.

## **16. Recovery Of Possession In Case Of Tenancies For Limited Period :-**

Where a landlord does not require the whole or any part of any premises for a particular period and he lets the premises or part thereof as a residence for such period as may be agreed to in writing between himself and the tenant and the tenant does not, on the expiry of the said period, vacate such premises, the court may, on an application of such landlord, place him in vacant possession of the premises or part thereof by evicting the tenant and every other person who may be in occupation of such premises.

## **17. Special Provision For Recovery Of Possession In Certain Cases :-**

Where the landlord in respect of any premises is any company or other body corporate or any local authority, or any public institution and the premises are required for the use of employees of such landlord or in the case of a public institution, for the furtherance of

its activities then, notwithstanding anything contained in section 13, the court may, on an application of such landlord, place him in vacant possession of such premises by evicting the tenant and every other person who may be in occupation thereof, if the court is satisfied-

(a) that the tenant, to whom such premises were let for use as residence at a time when he was in the service or employment of the landlord, has ceased to be in such service or employment; or

(b) that the tenant has acted in contravention of the terms, express or implied, under which he was authorised to occupy such premises; or

(c) that any person is in unauthorised occupation of such premises; or

(d) that the premises are bona fide required by the public institution or the furtherance of its activities.

Explanation.-For the purposes of this section, public institution includes any educational institution, library, hospital and charitable dispensary.

### **18. Permission To Construct Additional Structures :-**

Where the landlord proposes to make any improvement in, or construct any additional structure on, any building which has been let to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure, the landlord may apply to the court and the court may, if it is satisfied that the landlord is ready and willing to commence the work and that such work will not cause any undue hardship to the tenant, permit the landlord to do such work and may make such other orders as it thinks fit in the circumstances of the case.

### **19. Special Provision Regarding Vacant Building Sites :-**

(1) The provisions of this section shall apply notwithstanding anything contained in section 13, but only in relation to premises in such areas as the Central government may, from time to time, specify by notification in the Official Gazette.

(2) Where any premises which have been let comprise vacant grounds upon which it is permissible under the building regulations or other municipal bye-laws for the time being in force to erect any building, whether for use as a residence or any other purpose and the landlord proposing to erect such building is unable to obtain possession of these grounds from the tenant by agreement with

him, the landlord may apply to the court, and the court may, if it is satisfied that the landlord is ready and willing to commence the work and that the severance of the vacant grounds from the rest of the premises will not cause undue hardship to the tenant,-

- (a) direct such severance,
- (b) place the landlord in possession of the vacant grounds,
- (c) determine the rent payable by the tenant thereafter in respect of the rest of the premises, and
- (d) make such other orders as it thinks fit in the circumstances of the case.

## **20. Sub-Tenant To Become Tenant On Determination Of Tenancy :-**

Where the interest of a tenant of any premises is determined for any reason, any sub-tenant to whom the whole or any part of such premises has been lawfully sub-let whether before or after the commencement of this Act shall, subject to the provisions of this Act, be deemed to become the tenant of the landlord on the same terms and conditions on which he would have held from the tenant if the tenancy had continued.

## **21. Vacant Possession To The Landlord :-**

Notwithstanding anything contained in any other law, where the interest of a tenant in any premises is determined for any reason whatsoever and any decree or order is passed by a court under this Act for the recovery of possession of such premises, the decree or order shall, subject to the provisions of section 20, be binding on all persons who may be in occupation of the premises and vacant possession thereof shall be given to the landlord by evicting all such persons therefrom :

Provided that nothing in this section shall apply to any person who has an independent title to such premises.

## **CHAPTER 4 HOTELS AND LODGING HOUSES**

### **22. Application Of This Chapter :-**

The provisions of this Chapter shall apply to all hotels and lodging houses within the Municipalities of New Delhi and Delhi and the Notified Area of the Civil Station, Delhi and may be applied by the Central Government, by notification in the Official Gazette, to such other areas in the State of Delhi or Ajmer as may be specified in

the notification.

### **23. Appointment Of Controller :-**

The Central Government may, by notification in the Official Gazette, appoint any person to be a Controller for the purpose of performing the functions assigned to him by this Chapter.

### **24. Fixing Of Fair Rate :-**

(1) Where the Controller, on a written complaint or otherwise, has reason to believe that the charges made for board or lodging or any other service provided in any hotel or lodging houses are excessive, he may fix a fair rate to be charged for board, lodging or other services provided in the hotel or lodging house and in fixing such fair rate, specify separately the rate for lodging, board or other services.

(2) In determining the fair rate under sub-section (1), the Controller shall have regard to the circumstances of the case and to the prevailing rate of charges for the same or similar accommodation, board and service, during the twelve months immediately preceding the 1st day of September, 1939 and to any general increase in the cost of living after that date.

### **25. Revision Of Fair Rate :-**

On a written application from the manager of a hotel or the owner of a lodging house or otherwise, the Controller may, from time to time, revise the fair rate to be charged for board, lodging or other service, and fix such rate as he may deem fit having regard to any general rise or fall in the cost of living which may have occurred after the fixing of the fair rate.