

(2025) 12 UK CK 0028

Uttarakhand HC

Case No: Writ Petition (M/S) No. 469 Of 2022

Kamla Devi & Others

APPELLANT

Vs

Jagdish Kumar

RESPONDENT

Date of Decision: Dec. 16, 2025

Acts Referred:

- Uttar Pradesh Urban Buildings Act, 1972 - Section 21(1), 21(1)(a)
- Constitution Of India, 1950 - Article 227

Hon'ble Judges: Ashish Naithani, J

Bench: Single Bench

Advocate: Parikshit Saini, Ghanshyam Joshi

Final Decision: Dismissed

Judgement

Ashish Naithani, J

1. The Petitioners have invoked the supervisory jurisdiction of this Court under Article 227 of the Constitution of India, challenging the judgment dated 07.06.2019 delivered by the Prescribed Authority in P.A. Case No. 36 of 2014 and the judgment dated 09.11.2021 rendered by the learned District Judge, Dehradun, in Rent Control Appeal No. 38 of 2019. By both these concurrent judgments, the release application filed by the Respondent-landlord under Section 21(1)(a) of the U.P. Act No. 13 of 1972 has been allowed, and the Petitioners, as tenants, have been directed to vacate the premises. The Petitioners seek interference with both findings and pray that this Court quash the impugned orders.

2. The dispute pertains to a portion of the property known as Ganges View situated in Landour Cantt., Mussoorie. The premises had been let out several decades earlier to the husband of Petitioner No. 1. Upon his demise, the tenancy devolved upon the Petitioners. The Respondent purchased the property in the year 2000 and became the landlord. As per the record, the relationship of landlord and tenant is not in dispute.

3. The parties have had an extended history of rent-related communications, including certain notices exchanged in the years 2008 and 2014, which the Petitioners rely upon in support of their submissions regarding waiver and non-compliance with statutory provisions.

4. The Respondent approached the Prescribed Authority in 2014 by filing a release application, asserting that the accommodation in his possession was insufficient and that he bona fide required the tenanted portion of the premises for his residential use.

5. The Prescribed Authority, after considering the matter in detail, rejected the objections raised by the Petitioners. The Authority found that the Respondent had purchased the property in the year 2000 and that the release application was filed in 2014, well beyond the three-year embargo imposed by the first proviso to Section 21(1). It held that once the statutory period has expired, the requirement of serving a six-month notice does not survive.

6. The Prescribed Authority also recorded that the accommodation available with the Respondent is limited and insufficient and that the Respondents requirement is genuine. The Authority was not persuaded by the Petitioners claim of hardship and concluded that the hardship to the Respondent is greater.

7. On appeal, the District Judge, Dehradun, undertook a re-appraisal of the entire material. The Appellate Court concurred with the findings of the Prescribed Authority on every aspect. The Appellate Court held that the release application was maintainable in law. It also held that the Respondents need is bona fide, noting that he is of advanced age, has insufficient space in his possession, and that the Petitioners assertions of hardship are unsupported by material evidence. The Appellate Court observed that the Petitioners plea regarding the mandatory notice under the proviso was based on a misreading of the statutory scheme.

8. Heard learned counsel for the parties and perused the records.

9. Learned Counsel for the Petitioners, while reiterating the grounds taken in the writ petition, has submitted that both courts below failed to appreciate the import of the first proviso to Section 21(1), which mandates that a subsequent purchaser cannot file a release application before the expiry of three years of purchase and, even thereafter, cannot initiate such proceedings without serving a prior six-month notice upon the sitting tenant.

10. It was argued that the absence of such notice constitutes a jurisdictional defect which vitiates the entire proceedings. It was further submitted that although the Respondent had issued a notice of termination in the year 2008, the subsequent acceptance of rent amounted to a waiver not only of that notice but also of any right to invoke Section 21 sub-section 1 of the Act. It was urged that the long-standing occupation of the Petitioners, their financial vulnerability, and the absence of any

alternative accommodation have not been duly appreciated.

11. Learned Counsel for the Respondent, on the other hand, has submitted that both courts below have returned concurrent findings on all material aspects, including bona fide need and comparative hardship, and that such findings are based on the appreciation of evidence which cannot be interfered with in supervisory jurisdiction.

12. It was further submitted by the learned counsel for the Respondent that the proviso to Section 21(1) applies only during the initial three-year bar following the purchase and that after expiry of that period, the landlord is free to file a release application without the requirement of a six-month notice.

13. Learned Counsel for the Respondent has urged that the Petitioners have not shown any perversity or illegality in the impugned findings and that the writ petition is a mere attempt to re-agitate factual disputes already adjudicated upon.

14. Upon considering the rival submissions and examining the record, this Court finds that the core issue raised by the Petitioners revolves around the interpretation and applicability of the first proviso to Section 21(1). The undisputed factual position is that the Respondent purchased the property in 2000 and filed the release application in 2014. The embargo imposed by the proviso extends only for three years. Once that period lapses, the subsequent purchaser becomes entitled to invoke Section 21(1)(a) without the necessity of a prior notice.

15. The Petitioners have failed to point out any statutory provision or precedent to the contrary. The argument built on the notice issued in 2008 and the subsequent acceptance of rent is also without substance, as proceedings under Section 21(1)(a) are entirely independent of any earlier notices of termination or disputes relating to rent. These proceedings rest solely upon the landlords bona fide requirement.

16. Both courts below have assessed the bona fide need of the Respondent in the context of the nature of the premises, the age and circumstances of the Respondent, and the accommodation available to him. The guilt or innocence of one party is not the issue; the statute requires a balancing of needs supported by evidence.

17. The Respondents need has been found genuine, consistent, and supported by material on record. The Petitioners have not demonstrated any malafide intention on the part of the landlord. The question of comparative hardship has also been addressed concurrently in favour of the Respondent. The Petitioners assertion of being financially incapable and having no alternative accommodation has not been substantiated by any documentary material, whereas the hardship to the Respondent in not being able to use his own premises is evident.

18. In proceedings under Article 227, this Court does not re-appreciate evidence or sit in appeal over concurrent findings of fact. The jurisdiction is supervisory and

intended to correct jurisdictional errors, perversity, or manifest injustice. None of these grounds are made out in the present case. Both courts below have rendered their findings upon a detailed appreciation of the pleadings and evidence. This Court finds no perversity, arbitrariness, or misdirection calling for interference.

19. The Petitioners have essentially sought a re-evaluation of factual findings which is impermissible. The argument relating to statutory notice, upon which much emphasis has been laid, stands concluded against the Petitioners upon a correct reading of the statutory scheme. The findings regarding bona fide need and hardship are concurrent and based on sound reasoning.

20. In view of the foregoing discussion, this Court is of the considered opinion that the writ petition lacks merit. The concurrent findings of the courts below warrant no interference.

ORDER

Accordingly, no ground for interference is made out, and the writ petition deserves to be dismissed.

For the reasons recorded above, the writ petition fails and is hereby **dismissed**.

Interim relief, if any, stands vacated.

No order as to costs.