(11) As already observed, if the legal propositions that have been set out above and which are backed by the opinion of the Supreme Court, are kept in view, the falsity of the reasoning of the Tribunal would become apparent.

(12) This brings us to the examination of the language of section 6. All that this section says is that the property whch the deceased at the time of his death was competent to dispose of shall be deemed to pass on his death. Irrespective of the fact that the husband was the true owner of the property, there was nothing to prevent the wife a minute before her death to transfer the property. The legal title against the entire world excepting the true owner, vested in her and she had thus the right to dispose of that right, and once that right is conceded, the property shall be deemed to pass on her death and would, therefore, be liable to the levy of estate duty under section 5 of the Act. From this conclusion, there is no possible escape.

(13) For the reasons recorded above, we answer the question referred to us in the negative, that is, in favour of the Department and against the assessee. However, we propose to make no order as to costs.

B. S. G.

FULL BENCH

Before R. S. Narula, Man Mohan Singh Gujral and Rajindra Nath Mittal, JJ.

LALIT BEHARI,—*Petitioner.*

Versus

SANT LAL,—*Respondent.*

Civil Revision No. 183 of 1972.

February 5, 1974.

East Punjab Urban Rent Restriction Act (III of 1949)—Section 13(3)(a)(iii)—Rented premises becoming unsafe and unfit for human habitation—Landlord of such premises—Whether can claim eviction of the tenant

without further pleading or proving that the building is required for reconstruction—Interpretation of Statutes—Modification in the language of a Statute—When can be made.

Held, that clause 3(a)(iii) of Section 13 of the East Punjab Urban Rent Restriction Act, 1949, as it stands, furnishes an independent ground for the tenant's eviction where the rented premises has become unsafe and unfit for human habitation. The legislature could not have intended to encourage tenants to live in the premises which would endanger their own safety and may also cause damage to a third party. The landlord cannot be required to establish that he needs the premises for carrying out any building work because it will lead to extremely unreasonable consequences as in that event he would have to make arrangements for funds and then initiate proceedings for ejectment which may take years before they are finally concluded up to the High Court. Hence under the provisions of Section 13 of the Act, the landlord can claim eviction of the tenant if he pleads that the building or the rented land has become unfit or unsafe for human habitation and it is not necessary for him to further plead or prove that the building is required for reconstruction. (Paras 10 and 11)

Held, that if the words of a statute are themselves precise and unambiguous those words have to be given effect to and their operation cannot be extended in order to carry out the real or supposed intention of the legislature. The established rule of construction is that phrases and sentences are to be construed according to the rules of grammer excepting in those cases where the language of a statute in its ordinary meaning and grammatical construction leads to some inconvenience, absurdity, hardship or injustice presumably not intended. In such cases modification in the language of a statute be made or unusual meanings may be ascribed to particular words or they may be altogether rejected. Such a course has, however, to be adopted in cases where the conclusion is irresistible that the legislature could not possibly have intended what the words signify and that the modifications are to be made with a view to correct the careless language resulting from the draftsman's unskillfulness or ignorance of law, as ordinarily Courts are always reluctant to alter or add words to a statute. (Para 8)

Case referred by Hon'ble Mr. Justice Prem Chand Pandit on 7th April, 1972 to a Full Bench for decision of an important question of law involved in the case. The Full Bench consisting of Hon'ble Mr. Justice R. S. Narula, Hon'ble Mr. Justice Man Mohan Singha Gujral and Hon'ble Mr. Justice Rajendra Nath Mittal finally decided the case on 5th February, 1974.

Petition under Section 13 of the East Punjab Urban Rent Restriction Act, 1949 for revision of the order of Shri Salig Ram Seth, Appellate Authority

under Rent Restriction Act, Hissar, dated the 20th December, 1971 affirming that of Shri R. D. Aneja, Rent Controller, Sirsa dated the 19th June, 1971 dismissing the petition.

Bhahirath Dass, S. K. Hirajee and Jagmohan Lal Malhotra, Advocates, *for the petitioner.*

J. N. Kaushal, Senior Advocate with Ashok Bhan, Advocate, *for the respondent.*

JUDGMENT

GUJRAL, J.—1. Lalit Behari petitioner, applied for the eviction of the respondent, Sant Lal, from a shop situated in Rori Bazar, Sirsa, mainly on the ground that the premises had become unsafe and unfit for human habitation and that he had been directed by the Municipal Committee to demolish the same. The tenant resisted the application and pleaded that the building was fit for habitation and that the landlord had managed to get a notice issued by the Municipal Committee in collusion with the President who was related to him with the only object of getting the tenant evicted. In view of this, the parties went to trial mainly on the following issue :—

"Whether building is unfit and unsafe for human habitation?"

Relying on the rule laid down in *Panna Lal* v. *Jagan Nath* (1) *Chuhar Mal* v. *Balak Ram* (2) and *Raj Kumari* v. *Shadi Lal* (3) the learned Rent Controller held that this ground was not available to the landlord as he had not pleaded and proved that the premises were wanted for re-erection as the building was in a dilapidated condition.

2. Following the ratio of the above decisions, the Appellate Authority dismissed the appeal of the landlord, and being aggrieved, he filed the present revision petition challenging the correctness of the view taken by the lower Courts. The case first came up before P. C. Pandit J. and on behalf of the petitioner it was pointed out that in *Dr. Piara Lal Kapur* v. *Kaushalya Devi* (4) following the decision of the Full Bench of the Delhi High Court in *Sant Ram* v. *Mekhu Lal and Co.* (5), it was ruled that it was not necessary for the landlord while establishing the ground mentioned

(1) 1963 P.L.R. 528.
(2) 1964 P.L.R. 503=1964 Curr. L.J. 119.
(3) 1969 P.L.R. 245.
(4) 1970 P.L.R. 411.
(5) A.I.R. 1968 Delhi 299=1968 P.L.R. 195 (Delhi Section).

in section 13(3)(a)(iii) of the East Punjab Rent Restriction Act to plead and prove that the premises were required for carrying out any building work. In view of the divergence of Judicial opinion between two Division Benches of this Court on the question whether it was necessary for the landlord to plead and establish that he required the premises in order to carry out any building work or whether it was enough to prove that the building had become unsafe and unfit for human habitation, P. C. Pandit J. referred the case to a Full Bench and it is in this manner that the case has come up before us for final disposal.

3. The ground of eviction with which we are concerned in the present case was stated in the petition in the following terms :—

> "That the building in dispute is in a dilapidated condition and has become unsafe and unfit for human habitation. Municipal Committee, Sirsa, has, vide notice dated 21st February, 1969 sought its demolition on the ground that it may fall down at any moment and may cause loss to human life besides the pecuniary loss."

It may be stated at the outset that the ground reproduced above does not contain an assertion that the building was required for reconstruction and in fact it was not contended on behalf of the petitioner that the application contained any such averment.

4. In order to examine the merits of the respective contentions of the parties, it would be necessary to make a reference to the relevant provisions of the East Punjab Rent Restriction Act (hereinafter called the Punjab Act) which is contained in section 13(3)(a)(iii) and this provision reads as follows :—

> "13(3)(a).—A landlord may apply to the Controller for an order directing the tenant to put the landlord in possession—
>
> (iii) in the case of any building or rented land, if he requires it to carry out any building work at the instance of the Government or Local Authority or any Improvement Trust under some improvement or development scheme or if it has become unsafe or unfit for human habitation."

The above provision came up for interpretation for the first time in *Panna Lal's case* (1) (supra) and the following observations were made by Falshaw, C.J.,—

> "Except for the fact that in the Punjab Act the words 'at the instance of the Government or local authority or any Improvement Trust' appear instead of the words "at the instance of the Government or Delhi Improvement Trust" the

wording of the two sub-sections is identical, and although as it stands the words of the Punjab Act are capable of the interpretation placed on them by the learned Appellate Authority that all that has to be pleaded and proved by the landlord is that the building has become unsafe or unfit for human habitation, I do not think there can be any doubt that the same meaning was intended to be conveyed in the Punjab Act as in the Delhi Act, and it is a pity that the clearer arrangement adopted in the Delhi Act was not also adopted in the Punjab Act."

The view taken by Falshaw, C.J., was again examined by a Division Bench of this Court in *Chuhar Mal's* case (2) and was accepted as reasonable. Reference in particular need be made to the following observations appearing in this case :—

"On behalf of the landlords it is contended that section 13 of the East Punjab Urban Rent Restriction Act is not arranged by the Legislature in the manner suggested by Falshaw, *J., in Panna Lal's case* (1), nor of course in the manner adopted in the Delhi and Ajmer-Marwara Rent Control Act, 1947, and it is therefore, not permissible to foist that particular arrangement on the arrangement considered proper by the Legislature itself, the submission in the result being that, as the provision stands, the fact, that premises have become unsafe or unfit for human habitation, is an independent ground for the tenant's eviction. The result of such an interpretation would be that a landlord would be entitled to have a tenant evicted and yet allow the premises to fall down without ever intending to rebuild them. I very much doubt if such a result was ever intended by the Legislature. It is true that it may frequently happen that a landlord is not in a position to rebuild old permises, but in that case he need not be entitled to evict the tenant. On the whole, therefore, it seems to me that the decision of Falshaw, J., in *Panna Lal* v. *Jagan Nath* (1) was correct and dose not require to be overruled."

The argument that a landlord may not have the means to rebuild the permises but would be under a liability to ensure the tenant's safety and should therefore be in a position to get the premises vacated so that the tenant may not suffer damage by the collapse of the building and possibly hold the landlord responsible, was also examined in the

above case but did not find favour with the Bench which decided *Chuhar Mal's case* (2). In this context it was observed as follows:—

> "The East Punjab Urban Rent Restriction Act, was enacted in the context of shortage of urban accommodation, both residential and commercial, and it seems therefore reasonable to think that what the Legislature intended was that a landlord, who wants to rebuild the premises either because he has been required to do so or because the premises are unsafe, may be allowed to obtain vacant possession from the tenant, and, similarly in the case of rented land, he may be entitled to take possession in case he has been required to build on the land.

5. The question was again considered in *Raj Kumari's case* (3) and *P. C. Pandit, J.*, accepting the ratio of the decisions in *Panna Lal's* case (1) and *Chuhar Mal's* case (2) held that the landlord could only be entitled to obtain the premises if in fact he wanted to re-erect them either because he was so required by a competent authority or because the premises were no longer safe or fit for human habitation.

6. For the contrary view our attention has been drawn to *Madan Lal Kapur* v. *Nand Singh* (6) *Sant Ram* v. *Mekhu Lal and Co.* (5) and *Dr. Piara Lal Kapur* v. *Kaushalya Devi* (4). In the first of these cases, the question with which we are now concerned was not directly involved and was not considered at length and only a doubt was expressed about the correctness of the view taken by Falshaw, C.J., in *Panna Lal's* case. In *Dr. Piara Lal Kapur's* case again, the main question involved was somewhat different. In that case it was contended that parts of the demised premises which were unfit or unsafe for human habitation having been removed and the remaining part of the premises not having been proved to be unfit or unsafe for human habitation, no order under section 13(3)(a)(iii) could be passed against the tenant. However, while examining this question the view expressed by the Delhi High Court in *Sant Ram's* case that it was not necessary for a landlord under section 13(3)(a)(iii) of the Punjab Act to plead and prove that he required the premises in order to carry out any building work and that an order of eviction could be passed even if it was established by the landlord that the building had become unsafe or unfit for human habitation, was accepted as a

(6) 1966 Curr. L.J. (Pb.) 772.

correct statement of law though the detailed reasoning leading to this conclusion was not examined. For examining the correctness or otherwise of this view, therefore, we would have to mainly depend on the ratio of the decision in *Sant Ram's* case.

7. Having regard to the plain language of clause (3)(a)(iii) of section 13 of the Punjab Act, the only reasonable way its relevant provision can be read is as follows :—

> "In the case of any building or rented land.....if it has become unsafe or unfruit for human habitation."

To find support to the ratio of the decision in *Panna Lal's* case the relevant part of the clause would have to be read as under :—

> "In the case of any building or rented land, if he requires it to carry out any building work.....if it has become unsafe or unfit for human habitation."

A bare perusal of the above would show that there is no comma after the expression "any building work" and this arrangement cannot, therefore, be properly accepted and in any case the second "if" would be misplaced and would have to be substituted by the word "because". In fact, Shri J. N. Kaushal appearing for the respondent has with his usual persuasiveness commended to us for the adoption of this arrangement and the modification in the language.

8. While examing this contention it would have to be kept in mind that if the words of a statue are themselves precise and unambiguous those words have to be given effect to and their operation cannot be extended in order to carry out the real or supposed intention of the legislature. It is an established rule of construction that phrases and sentences are to be construed according to the rules of grammer excepting in those cases where the language of a statute in its ordinary meaning and grammatical construction leads to some inconvenience, absurdity, hardship or injustice presumably not intended. In such cases modification in the language of a statute may be made or unusual meanings may be ascribed to particular words or they may be altogether rejected. Such a course has, however, to be adopted in cases where the conclusion is irresistible that the legislature could not possibly have intended what the words signify and that the modifications are to be made with a view to correct the careless language resulting from the draftsman's unskillfulness or ignorance

of law, as ordinarily Courts are always reluctant to alter or add words to a statute. Examining the relevant provision in the light of the above I am not convinced that the legislature could not have intended what the words clearly signify or that the modifications suggested are a mere correction of careless language and would really give to the words the meanings intended by the legislature. Neither on the basis of the context in which clause (3) occurs nor on the basis of the objects of the Act or the possible legislative intent any reason has been suggested by Shri Kaushal for compelling such a change in the construction of the relevant clause which otherwise is clear and unambiguous.

9. It appears that in *Panna Lal's case* Falshaw, C.J., while interpreting clause (iii) of section 13(3)(a) of the Punjab Act, was primarily influenced by the arrangement adopted in the corresponding provision in the Delhi and Ajmer-Marwara Rent Control Act, 1947 (hereinafter called the Delhi Act) which is as follows :—

> "9. (1) Notwithstanding anything contained in any contract, no court shall pass any decree in favour of a landlord, or make any order, in favour of a landlord whether in execution of a decree or otherwise, evicting any tenant, whether or not the period of the tenancy has terminated, unless it is satisfied either :—
>
> * * * * *
>
> (j) that the landlord requires the premises in order to carry out any building work—
>
> (i) at the instance of the Government or the Delhi Improvement Trust in pursuance of an improvement scheme, or development scheme, or
>
> (ii) because the premises have become unsafe or unfit for human habitation."

A bare comparison of the above with the relevant Punjab Provision would bring out the difference in the language and arrangement used in the two provisions and in view of this difference there is no reason to conclude that the same meaning was intended to be conveyed by clause (iii) of section 13(3)(a) of the Punjab Act as by the corresponding provision of the Delhi Act. In fact, while considering this matter Falshaw, C.J., was fully conscious of this difference and of the fact that the words of section 13(3)(a)(iii) of the Punjab Act if plainly

read, were not capable of the meaning sought to be forced out of the language of this provision. But somehow for reasons which have not been clearly stated in the judgment it was concluded that the legislature while enacting the Punjab Act had intended to follow the legislative intent which was behind section 9(1)(j) of the Delhi Act and while proceeding on this basis the decision in *Panna Lal's* case was arrived at. With great respect for the learned Chief Justice, I am unable to accept the ratio of the decision as laying down the correct position of law.

10. In *Chuhar Mal's* case the argument that the plain language of section 13(3)(a)(iii) and the arrangement of the words contained therein entitled a landlord to claim eviction of the tenant by merely establishing that the building was unfit and unsafe for human habitation was not pointedly rejected but a different interpretation was put to avoid the possibility of certain results flowing which in the view of the learned Judges were not reasonable. No compelling reason, however, for departing from the plain language of section 13(3)(a)(iii) of the Punjab Act was suggested. No doubt the wording of section 13(3)(a)(iii), as it stands, would allow a landlord to have the building vacated in case it was unsafe and unfit for human habitation and yet not demolish and reconstruct the same, but this could hardly furnish a plausible reason for presuming that the legislature had a different intention from that expressed in the clear language of this provision. It could be canvassed with equal force, if not with greater relevancy and plausibility, that the legislature did not intend the tenants to continue residing in building which were dangerous or unsafe and might cause loss of life, limb and property. Moreover, while examining this aspect it would also have to be noticed that unsafe condition of a building may not only cause damage to the tenant but also to a third party. To me, therefore, the conclusion seems to be irresistible that clause (3)(a)(iii) as it stands at present furnishes an independent ground for the tenant's eviction where the building has become unsafe and unfit for human habitation.

11. In coming to the above conclusion I have been influenced by the ratio of the decision in *Sant Ram's* case where the relevant discussion appears in the following words, which with respect I borrow—

> "The infirmity in the reasoning is quite obvious. Instead of construing the language of the Punjab Act, it was the

Delhi provison which was kept in the forefront and it was assumed that the Punjab Legislature must have intended to adopt the scheme of the Delhi Act and that it was perhaps by some oversight or inefficiency on the part of the draftsman that different phraseology, conveying a different intendment, was used. No reference was made to the scheme of Punjab Act giving rise to the assumption of complete identity between the legislative intendment of the two law-makers. Speaking with respect, we cannot help expressing our firm dissent from the ratio and the reasoning of this decision.

* * * * *

The reasons which seem to have weighed with Dulat, J. do not seem to us to be sufficiently cogent to re-write the statute or to impute to the draftsman a legislative intent different from that which is reasonably discernible from the plain language and scheme of the statutory provision. A comparison of the Punjab provision as reproduced in the judgment in *Chuhar Mal's case* (2), with what the Bench felt to be the frame of the said provision in the opinion of Falshaw, C.J., clearly brings out the error, if with all respect we may so put it, in which the Court on both the occasions fell. No reasons have been given for re-arranging the Punjab provision so as to bring it in conformity with the Delhi provision. In this connection, it must never be forgotten that a statute is to be taken, construed and applied in the form enacted and so declared, announced and expounded."

While considering this question it was also observed by Dua, J. in *Sant Ram's case* that the legislature could not have intended to encourage tenants to live in the premises which would endanger their own safety. It was further pointed out that in case a landlord was required to establish that he needs the premises for carrying out any building work it would lead to extremely unreasonable consequences as in that event he would "have to make arrangements for funds and then initiate proceedings for ejectment which may take years before they are finally concluded up to the High Court" and during all this time the funds would have to be kept locked up

by the landlord. In view of this possible difficulty which the landlord may have to face, it was rightly observed that unless the legislative intent was clearly discernible to lead to such consequences it would not be permissible to strain the language of the provision to arrive at such a result.

11. For the reasons indicated above, I consider that the matter was erroneously decided by the Courts below and that under the provisions of section 13 of the Punjab Act the landlord can claim eviction of the tenant if he pleads that the building or the rented land has become unfit or unsafe for human habitation and it is not necesary for him to further plead or prove that the building is required for reconstruction. Taking this view of the matter, I would, allowing the revision petition, set aside the orders of the Courts below and direct that the case may now be tried by the Rent Controller as no finding was given by him on issue No. 2 as to whether the building was unfit or unsafe for human habitation. Considering the difficult nature of the question involved I would leave the parties to bear their own costs.

NARULA, J.—I agree.

R. N. MITTAL, J.—I agree.

K. S. K.

FULL BENCH

Before Harbans Singh, C.J. and Bal Raj Tuli and Prem Chand Jain, JJ.

SATNAM SINGH,—*Appellant.*

Versus

ZILA PARISHAD, FEROZEPUR.—*Respondents.*

Letters Patent Appeal No. 78 of 1971.

April 3, 1974.

District Boards Act (XX of 1883)—Section 27—District Board Rules (1926)—Part V-A Rule 1(1) and Part V-rule 2—Punjab Civil Services (Punishment and Appeal) Rules (1952)—Rule 7—Constitution of India