

## REVISIONAL CIVIL

*Before D. Falshaw, C.J.*PANNA LAL,—*Petitioner.**versus*JAGAN NATH,—*Respondent.*

Civil Revision No. 198 of 1962.

1963

Jan., 4th

*East Punjab Urban Rent Restriction Act (III of 1949)*  
 —S.13(3)(a)(iii)—*Essentials of, to be proved by landlord—*  
*Such plea—Whether must be specifically taken and put in*  
*issue.*

*Held*, that in order to obtain an order of eviction against a tenant under section 13(3)(a)(iii) of the East Punjab Urban Rent Restriction Act, 1949, the landlord must plead and prove two things, (i) that he requires the premises for carrying out building work, and (ii) that this is either because of some order from the Government or local authority or any Improvement Trust, or else that the premises have become unsafe or unfit for human habitation. Such a plea must be specifically taken and placed in issue, since evidence may be required regarding the landlord's intentions.

*Petition under section 15(5) of Act III of 1949 for revision of the order of Shri A. D. Kaushal, Appellate Authority (District and Sessions Judge), Amritsar, dated 8th January, 1961, reversing that of Shri Surjit Singh Rikhy, Rent Controller, Amritsar, dated 20th July, 1961 and directing the tenant to put the landlord in possession of the premises in dispute within three months from 8th January, 1961.*

BHAGIRATH DASS, ADVOCATE, *for the Petitioner.*T. N. BHALLA, ADVOCATE, *for the Respondent.*

## JUDGMENT

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FALSHAW, C.J.—This is a revision petition filed by a tenant against the order of the Appellate Authority for his eviction in the appeal of the landlord whose petition had been dismissed by the Rent Controller.

The premises consist of a courtyard let for the purpose of running a factory. In it there are two buildings still in use, one a small office building and the other a shed in which some power-looms are installed and there are also two sheds which are in such a state of dilapidation as to be of no use for anything.

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The landlord sought eviction of the tenant on the grounds contained in section 13(3)(a)(iii) of the East Punjab Urban Rent Restriction Act which reads that 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 learned Rent Controller found that although part of the premises could be said to be unfit for human habitation the major portion, which the tenant was actually using for his business, was not so and that therefore he could not be ejected on this ground. The learned Appellate Authority, however, held that the landlord's case was established and accordingly ordered the eviction of the tenant.

The case of the tenant is that the provisions of section 13(3)(a)(iii) do not apply because nowhere in the petition has it been alleged, and no attempt has been made to prove, the fact, that the landlord requires the premises for the purpose of rebuilding them. It is argued that the sub-section requires not only proof of the premises or any part of them being unfit for human habitation, but also that the landlord is seeking the ejectment of the tenant for the purpose of rebuilding them. After

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considering the words of the sub-section the learned Appellate Authority came to the conclusion that the landlord had only to establish that the premises were unfit for human habitation and he has distinguished the decision of Bhandari C.J. in *Ghansham Dass v. Chuni Lal* (1), on the ground that that decision in which it was held that in order to obtain a decree for eviction the landlord had to establish both that the premises have become unsafe or unfit for human habitation and that he required the premises for carrying out the necessary repairs, was under the provisions of the Delhi and Ajmer-Merwara Rent Control Act of 1947.

The relevant provisions of that Act are contained in clause (j) of sub-section (1) of section 9 as follows:—

“No Court shall pass any decree in favour of a landlord.....  
 .....unless it is satisfied.....  
 .....

- (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.”

The way in which these provisions are set out makes it quite clear and free from all ambiguity that the landlord must plead and prove two things, (i) that he requires the premises for carrying out building work, and (ii) that this is either

(1) A.I.R. 1954 Punj. 175.

because of some order from the Government or the Delhi Improvement Trust, or else that the premises have become unsafe or unfit for human habitation.

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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.

Some attempt was made to argue that although it has not been specifically pleaded by the landlord that he required the building for reconstruction it was obvious that this was his object and this may possibly be true, but in matters of this kind it is necessary for the plea to be specifically taken and placed in issue, since evidence may be required regarding the landlord's intentions. As a matter of fact in such cases it is quite usual for the tenant to deny the landlord's allegation of his intention to reconstruct and to attempt to cast doubt on it by investigating such matters as to whether the landlord has got any plan for reconstruction sanctioned by the appropriate authority and whether he has the necessary funds. In these circumstances I consider that the matter was wrongly decided by the learned Appellate Authority and that it will

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be necessary for the landlord to start again on the right lines if it is in fact his intention to rebuild the premises in dispute. I accordingly accept the revision petition and dismiss the landlord's petition, but order that the parties shall bear their own costs throughout.

B.R.T.

CIVIL ORIGINAL

Before Tek Chand, J.

THE NATIONAL INDUSTRIAL CORPORATION LTD.,—  
*Petitioner.*

*versus*

THE REGISTRAR OF COMPANIES,—*Respondent.*

Civil Original No. 75 of 1962.

1963

Jan., 4th

*Companies Act (I of 1956)—Ss. 18(4) and 19(2)—“At any time” and “extend”—Meanings of—Such expressions, whether to be interpreted in their seclusion or in the background of other provisions—Application for extension of time—Whether must be made before the order becomes void and inoperative.*

*Held*, that the words “at any time” are of wide amplitude and read without reference to the context, admit of no limitation. The phrase has several connotations and a great variety of meanings. The phrase “at any time” has sometime been construed “within reasonable time”, “after a certain time”, “after the fulfilment of a certain condition”, or “subject to the restrictions in the Act”, “at all times”, “at any one time”. or “from time to time”. Having regard to the context the meanings range from immediacy to perpetuity. If the phrase is to be construed literally there is no period of time for the exercise of this power by the Court and it can do so even after years or decades. This construction obviously would lead to absurd results and cause unreasonable complications.