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6. (a) UP. Act No. 13 of 1972 contains provision for exempting certain kinds of building from operation of the Act. Enumerate different categories of building exempted under the Act. Whether building constructed substantially out of the fund obtained by loan/advance from the State Government is to be differently treated and if yes to what extent ? 10

8 (b) Powers of the District Magistrate to enhance rent under U.P. Act No. 13 of 1972.

## RENT CONTROL

Q.9. What would be the relevant factors for the District Magistrate to consider while determining standard rent under Section 9 of the U.P. Act. No. 13 of 1972 and whether such an order is appealable, and if so, then discuss the powers of the appellate authority in this regard.

5 (b) Powers of the District Magistrate to enhance rent under U.P. Act No. 13 of 1972. 15

## RENT CONTROL

8. What would be the relevant factors for the District Magistrate to consider while determining standard rent under Section 9 of the UJP. Act No. 13 of 1972 and whether such an order is appealable, and if so, then discuss the powers of the appellate authority in this regard. 10

## RENT CONTROL

Q.9. 'A' sues his tenant 'B' for eviction on the ground of default in payment of rent of more than four months. 'B' admits that rent is due but claim that he tendered the entire amount by money order in response to notice of demand, well within one month, but it was refused by the Landlord. The tenant did not deposit the rent in the suit in terms of Section 20(4) of the U.P. urban Buildings (Regulation of Letter, Rent and Eviction) Act, 1972. Can he save himself from evidence? Discuss with reference to case laws.



## RENT CONTROL

9(b) Which substantive remedy has been conferred in favour of the Landlord under the U.P. Urban Buildings (Regulation of Letter, Rent and Eviction) Act, 1972, who have been denied right to seek release of the tenanted premises under Section 21(1) (a)?

## RENT CONTROL

9 (c) 'X' landlord succeeds in evicting 'Y' from the shop in his tenancy by obtaining a release under Section 21(1) (b) of the U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972, but therefore omits to comply with it. What are the remedies available to such a tenant? Discuss.

## RENT CONTROL

Q.2. (a) What are the grounds on which suit for eviction of a tenant from a building governed by the provisions of the U.P. Urban Buildings (Regulation of letting, Rent and Eviction) Act, 1972 could be instituted?

2(b) What are the conditions prescribed for availing benefit of Section 20(4) of the said Act?

2(c) What is the main distinguishing feature between proceedings for release of an accommodation under Section 16(1) (b) and Section 21 (1) (a) of the said Act?

## RENT CONTROL

2(d) 'A' lets out a shop to 'B' who inducts 'C' not a member of his family as new partner. What are the remedies open to 'A' to his family as a new partner? What are the remedies open to 'A' to evict 'B' and "C"? Discuss with reference to the provisions of the Act.

7. A suit for injunction between a landlord and a tenant is decreed in terms of a compromise. It was agreed therein that after the demolition and reconstruction of the premise, the tenant will have right of reentry in the newly constructed building and the provisions of U.P. Act No. 13 of 1972 would be applicable. The tenant was inducted accordingly. Thereafter he stopped paying rent to the landlord. A suit was filed before the Judge, Small Causes for eviction of the tenant on the ground of default of payment in rent. The tenant took the plea that the provisions of U.P. Act No. 13 of 1972 would be applicable. Discuss with the help of case laws as to whether the decree passed by the Civil Court regarding applicability of U.P. Act No. 13 of 1972 would be binding and whether the new building constructed would be governed by the provisions of U.P. Act No. 13 of 1972 or not with reasons. 20

6. (b) In an application made by the landlord for release of a building under Section 2i of the U.P. Urban Building (Regulation of Letting, Rent and Eviction) Act, 1972 against his tenant, the person to whom the tenant has sublet the building is also impleaded as an opposite party. The need of the landlord is found to be genuine. Is the comparative hardship of the tenant alone or that of the sub-tenant also to be considered? If so, when ? 10



6. (a) Discuss the effect of U.P. Urban Building (Regulation of Letting, Rent and Eviction) Act, 1972 vis a vis the rights of landlord to evict a tenant and the nature of protection given to a tenant. 10

6. (b) Whether in case of a building to which U.P. Urban Building (Regulation of Letting, Rent and Eviction) Act, 1972 (U.P. Act No. XIII of 1972) applies, it is necessary for the landlord to give notice under Section 106 of Transfer of Property Act for filing a suit for eviction on the grounds specified in Section 20 of U.P. Act No. XIII of 1972? 10

## RENT CONTROL

7. (a) A release application filed by a landlord both under Section 21 (1) (a) and 21 (1) (b) of the U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972, was allowed. The landlord occupies the building after demolition and reconstruction. The outgoing tenant applies under Section 24 of the Act exercising his option for re-entry. Decide the said application taking note of pleas available to the respective parties 10

## RENT CONTROL

7. (b) A landlord in a suit for eviction, recovery of arrears of rent and damages, pleads that monthly rent is Rs. 5,000/-. In reply, the tenant admits the rate of rent at Rs. 500/- per month and makes the deposit under Order XV, Rule 5, C.P.C. Accordingly an application to strike off the defence for non-compliance of Order XV, Rule 5, C.P.C. is filed on the ground that the rate of rent is Rs. 5,000/- per month and in support thereof the landlord produces the receipt of the counterfoils signed by the tenant and also produces the record from the Bank and Income Tax Department of the tenant to show that he has paid the rent at the rate of Rs. 5,000/- per month. Decide the dispute. 10

## RENT CONTROL

6. (a) A landlord brings a suit for recovery of arrears of rent and eviction against a tenant in the regular court. The suit after contest is decreed. In execution of the decree the tenant judgment debtor raises a plea that the decree is not executable as it was passed by a court having no jurisdiction. He submits that such a suit was maintainable before Judge, Small Cause Court, as per amendment in the State of U.P. He further submits that the notice given by the landlord was defective as there was no determination of his tenancy through the notice. The landlord decree holder submits that the above objections were not raised in the suit therefore, they cannot be raised in execution side. The judgment debtor in replication submits that since the matter goes to the very root of the jurisdiction of the court, the decree is unexecutable. Decide the controversy? 15

6. (b) In a suit for recovery of arrears and eviction, a landlord and tenant matter, eviction of tenant was sought on the ground of default in payment of rent. It was compromised. The compromise deed provides that if the defendant continues to pay the rent to the plaintiff, the plaintiff will have no right to evict the tenant. After expiry of few years, the plaintiff files an application for release of tenanted accommodation on the ground of bona fide need under Section 21 (1) of U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972. Can the tenant successfully challenge the maintainability of such application in view of the compromise referred to above? 10