

Tripura High Court

Sri Pranab Bhowmik vs Sri. Narayan Debnath on 31 March, 2022

HIGH COURT OF TRIPURA
AGARTALA

CRP 15 of 2022

Sri Pranab Bhowmik
S/o Lt. Jagabandhu Bhowmik
C/o Basudeb Medical Hall,
249/A, H.G.B. Road, Joynagar, Agartala,
Near Battala Bazar, P.O.-Agartala,
P.S.-West Agartala, Dist. West Tripura.

---Petitioner

Versus

Sri. Narayan Debnath,
S/o. Lt. Haricharaan Debnath,
249/A, H.G.B. Road, Joynagar, Agartala,
P.O.- Agartala, P.S.- West Tripura,
Dist. West Tripura.

---Respondent

For Petitioner(s) : Mr. D. R. Chowdhury, Sr. Adv.

Mr. S. Sarkar, Adv.

For Respondent(s)	: None.
Date of hearing	: 29.03.2022
Date of pronouncement	: 31.03.2022.
Whether fit for reporting	: No.

HON'BLE MR. JUSTICE T. AMARNATH GOUD

Judgment and ORDER

This is an application under Article 227 of the Constitution of India for quashing & setting aside the Judgment & Order dated 11.02.2022, passed by the Ld. District Judge, West Tripura, Agartala (Rent Control Revisional Authority) in case no. RCC (Revision) 02/2020, dismissing the said revision case affirming the Judgment & Order of dismissal of the Appeal No. 04/2019, granting the order of eviction dated 15.06.2020 against the Tenant Petitioner herein passed by the Ld. Rent Control Appellate Authority (Civil Judge, Jr. Division, Court no. 2), Agartala, West Tripura, in case no. RCC 01/2007. [2] This CRP is filed against the concurrent findings against the order 02.09.2019 of the rent control court which is confirmed by the lower appellate court vide order dated 15.06.2020. For the sake of brevity the parties are referred to as in the cause title of RCC 01 of 2007. The land-lord/petitioners case in brief is that the absolute owner of the rented premises consisting two

storied building and the tenant-OP is the monthly tenant of the Land-Lord/petitioner of that rented premises and both of them executed one unregistered agreement on 20.06.2002 for six years and the monthly rent was at Rs. 550/- to be payable by the tenant- OP by the first week of every month and would take the receipt copy of the rent from the Land-Lord/petitioner and it was also decided that an electric sub-meter would be installed by the tenant-OP at his own cost and the tenant-OP would pay the electric charges according to the reading of sub-meter to the Land-Lord/petitioner by the first week of every month for payment to the authority. Then the tenant-OP took the possession of the rented premises on 20.06.2002 but he never paid the monthly rent and electric charges till 20.06.2006 and accordingly, on 19.09.2006 a registered letter with A/D was served upon the tenant-OP in which it was demanded that the tenant-OP willfully and neglectfully did not pay any rent to the Land-Lord/petitioner and hence, he became a defaulter in payment of monthly rent and electric bill (except the period from 02.01.2005 to 16.09.2006) for which he was liable to pay interest on the arrear of rent and the electric charges @ 15% per annum and that letter was received by the tenant-OP on 25.09.2006. But the tenant-OP did not hand over the rented premises to the Land-Lord/petitioner. [3] The tenant-OP is the relative of the Land-Lord/petitioner but he did not make any payment of the rent and the tenant-OP, on each and every occasion, assured the Land-Lord/petitioner that he would pay the arrear of rent and electric charges but though he never paid those rents and charges, the Land-Lord/petitioner out of sympathy allowed the tenant-OP to stay there but on 24.08.2006, in front of public, the tenant- OP threatened him with dire consequences if further rent was sought from him and accordingly, the Land-Lord/petitioner, out of fear, lodged one G.D. entry with the West Tripura P/S on 26.08.2006. [4] On 09.10.2006, the tenant-OP replied the demand letter dated 18.09.2006 in which he admitted that he is a monthly tenant of the Land-Lord/petitioner but he is not a defaulter of payment of rent and as such he is not liable to be evicted. It is specifically mentioned in the application that as the Tenant-OP is a willful defaulter of payment of rent and the rented room is needed for the family business by the Land-Lord/petitioners son and for using the premises as a garage for his vehicle, but as the tenant-OP has not been handing over the rented premises to the Land-Lord/petitioner despite of several requests, Land- Lord/petitioner has filed this application for eviction of the tenant-OP from the rented premises.

[5] As per the Petition, the cause of action of this petition, arose for the first time on 20.07.2002 and then on 25.09.2006 when the tenant-OP received the demand notice (letter) for payment of the arrear of rent and to vacate the rented premises and lastly on 09.10.2006 when he informed the Land-Lord/petitioner that he would not vacate the rented room and denied the arrear of rent and arrear of electric charges. [6] The rent control court has framed the following points for determination which are as follows:-

POINTS TO BE DETERMINED

1. Whether the suit of the landlord/petitioner is maintainable in law?
2. Whether the tenant/OP has become a defaulter in paying the monthly rent to the landlord/petitioner as claimed in the petition?

3. Whether the landlord/petitioner is in the bonafide need of the rented premises?

4. Whether the landlord/petitioner is entitled to get relief as prayed by him in the main petition?

[7] Regarding the "Cause of action", it is seen that the Tenant- OP side mentioned in his written statement in Para No. 3 that there is no cause of action and as such the instant suit is liable to be dismissed but the rent control court finds that the landlord-petitioner in his main Petition in Paragraph 16 has specifically mentioned the "cause of action" to be arose for the first time on 20.07.2007 when the Tenant-OP defaulted for the first time to pay the rent and continued and then again on 25.09.2006 when the Tenant-OP received the demand notice for payment of arrears of rent but did not pay and lastly on 09.10.2006 when the tenant-OP informed the landlord-petitioner that he would not vacate the rented premises and accordingly, the rent control court finds that there is "cause of action" to file this petition and hence, the petition had been filed within the Limitation period. Accordingly, Point NO. (1) is answered in positive in favour of the Landlord-Petitioner. [8] The rent control court heard both sides at a length and also perused the rent receipts (admitted by both parties) and the other exhibited documents of both sides to determine the issue. As discussed above in the facts of the suit, it is seen that the Petition filed by the Landlord-Petitioner Under Section-13 (1), (2) and (3) of the Tripura Buildings (Lease and Rent Control) Act, 1975 on 17.05.2008 was decided for the third time on 04.02.2019 by this court and in page no. 4 of that order it is specifically mentioned that, "After perusing the case record and all the documents, I find that the Tenant-OP is defaulter in payment of rent for the period commencing from 20.06.2002 to July 2006 and also on January 2019 and hence, the Tenant-OP has to pay the arrears of rents for 50(fifty) months @ Rs. 550/- per month i.e. in total Rs. 27,500/- (Rupees twenty-seven thousand five hundred only)".

[9] This order dated 04.02.2019 was not at all challenged by the Tenant-OP side and in compliance of this order, the Tenant-OP Sri Pranab Bhowmik submitted the original bank deposit counter foil dated 19.03.2019 before the court on 25.03.2019 which shows that the Tenant-OP has deposited Rs. 27,500/- (Rupees twenty-seven thousand five hundred only) in the Bank Account of the landlord-Petitioner Sri Narayan Debnath lying with the UCO Bank. District Court Branch, Agartala having the Current A/C bearing No. 00910100020020. [10] This shows that the tenant-op side has admitted the fact of their being defaulter in paying the rent from 20.06.2002 till July 2006 as decided in the order dated 04.02.2019 and hence, in deciding the Point No. (2) this court finds that the Tenant-OP side has become a defaulter in paying the monthly rent to the landlord/petitioner as claimed in the petition. Accordingly, the point no.2 was also answered in positive in favour of the Landlord-Petitioner.

[11] While deciding the point no.3 and 4, the rent control court has observed that the Tenant-OP stated in his pleading that he is dependent on the tenanted premise for his livelihood but nothing is mentioned in his pleadings or in his examination-in-chief whether the OP has made any search for the suitable building in the locality to carry on such business.

[12] In the decision in AIR 2012 Supreme Court 881 (Mohd. Ayub and Anr. V. Mukesh Chand) in Para No. 13, it was decided by the Honble Apex Court in paragraph 13 that, "It is well settled that landlord's requirement need not be a dire necessity. The Court cannot direct the landlord to do a particular business or imagine that he could profitably do a particular business rather than the business he proposes to start. It was wrong on the part of the District Court to hold that the appellant's case that their sons wants to start the general merchant business is a pretence because they are dealing in eggs and it is not uncommon for a Muslim family to do the business of non-vegetarian food. It is for the landlord to decide which business he wants to do. The court cannot advice him. Similarly, the length of tenancy of the respondent in the circumstances of the case ought not to have weighed with the Courts below."

[13] In view of the above discussions of the provisions of law and the decisions of the Honble Apex Court and the Honble High Court, the rent control court was of the opinion that, the Petitioner has duly proved his part of bonafide need of the rented premises for his business (family business) as mentioned in Sec.12 (3) of the said Act. Regarding the fact that the tenant-OP is dependent only on the medicine business of tenanted premises and that he has made every attempt to search for a suitable building in the locality to carry on his business, is not proved by the OP in any way.

[14] Hence, in the considered view of the rent control court the application of the Petitioner/land-owner is U/S 12 (2) (a) (b) & (3) of the Tripura Buildings (Lease and Rent Control) Act, 1975 for passing an order of eviction against the tenant/OP from the rented premises and for a direction upon the tenant to put the landlord in possession of the rented premises, was allowed. Accordingly, point No.3 and 4 are also answered in positive.

[15] Finally by the order dated 02.09.2019, the Civil Judge (Jr. Division) Court No.2, Agartala, West Tripura has observed in the following manner:

11. In the result, the petitioner U/S 12(2)(a)(b) & (3) of the Tripura Buildings (Lease and Rent Control) Act, 1975 for order of eviction is allowed on contest with cost.

12. The tenant/OP is hereby directed to vacate the rented premises (mentioned in the schedule) within 60 (sixty) days from the passing of this judgment and to handover the possession of the premises to the Land-Lord/Petitioner.

[16] Aggrieved the order dated 02.09.2019 of the rent control court, the petitioner herein preferred an appeal being RCC (Apeal) 04 of 2019 before the appellate authority of Rent Control Cases, Civil Judge (Senior Division), Court No.2, Agartala, West Tripura. [17] The appellate court after having heard argument of both sides took up the following issue for determination towards reaching a conclusive decision in the appeal.

Whether the judgment impugned here in this appeal suffers for infirmity on account of improper appreciation of evidence on record and incorrect interpretation of the Section 12 (3) of the Act?

[18] As to the question of whether there has been improper appreciation of evidence on record and incorrect interpretation of the Section 12(3) of the Act by the Ld. RCC Court, the appellate court reproduced the provisions of law as envisaged U/s. 12(3) of the Tripura Building (Lease and Rent Control) Act, 1975.

Sec-12(3) of the Tripura Building (Lease and Rent Control) Act, 1975 envisages as follows:-

"A landlord may apply to the Rent Control Court for an order directing the tenant to put the landlord in possession of the building if the bonafide needs the building for his own occupation or for the occupation by any member of his family dependent on him:

Provided that the Rent Control Court shall not give any such direction if the landlord has another building of his own in his possession in the same town or village except where the Rent Control Court is satisfied that for special reasons, in any particular case it will be just and proper to do so:

Provided further that the Rent Control Court shall not give any direction to the tenant to put the landlord in possession, if such tenant is depending for his livelihood mainly on the income derived from any trade or business carried on in such building and there is no other suitable building available in the locality for such person to carry on such trade or business.

Provided also that no landlord whose right to recover possession arises under an instrument of transfer inter vivos shall be entitled to apply to be put in possession until the expiry of one year from the date of instrument.

Provided always that if a landlord after obtaining an order to be put in possession transfers his rights in respect of the building to another person, the transferee shall not be entitled to put in possession unless he proves that he bonafide needs the building for his own occupation or for the occupation by any member of his family dependent on him."

[19] In Haricharan Debnath Vs. Mukunda Das (W.P© 393 of 2005) Honble High Court of Tripura having dealt with an aspect of bona fide need of the proceeding premises by the landlord has laid down as follows:-

19. "In the case of Mohd. Ayub & Anr. V. Mukesh Chand reported in AIR 2012 SC 881 the question of bona fide need and comparative hardship has been reiterated by the Apex Court and the Court has held- It is well settled that the landlord's requirement need not be a dire necessity. The court cannot direct the landlord to do a particular business or imagine that he could profitably do a particular business rather than business he proposes to start. It was wrong on the part of the District Court to hold that the Appellants' case that their sons want to start the general merchant business is a pretence because they are dealing in eggs and it is not uncommon for a Muslim family to do the business of non-vegetarian food. It is for the landlord to decide which business he wants to do. The Court cannot advice him. Similarly, length of tenancy of the respondent in the circumstances of the case ought not to have weighed with the

Courts below."

20. In view of the legal position discussed above, I am of considered opinion that the landlord -respondent while established his bona-fide need in ordinary course, he is entitled to get vacant possession of the tenanted premises. The second proviso to sub-Section (3) of Section 12 shall be applied by the Rent Control Courts only when the tenant proved the case with all reasons that he has made a serious attempt for an alternative accommodation to run his trade or business and that no such alternative accommodation was available. In absence of any such circumstances, the Rent Control Court should not take an easy approach of discarding the claim of a landlord simply on the ground that the business of the tenant in the tenanted premises is the only source of livelihood of the tenant and hence, the landlord cannot get back the possession of the tenanted premises. If that proposition is accepted, no landlord will be in a position to get back the tenanted premises even in case of his bare necessity.

[20] Finally, the appellate authority by the order dated 15.06.2020 has observed in the following manner:

"In the result the appeal stands dismissed on contest. Consequently the judgment and order dated 2 nd day of September 2019 passed by the Ld. Rent Control Court, West Tripura, Agartala in RCC-01 of 2007 hereby stands affirmed.

The appellant-tenant is hereby directed to hand-over the vacant possession of the rented premises to the respondent-landlord within 30(thirty) days from today."

[21] Aggrieved by the order dated 15.06.2020, the petitioner herein filed a revision petition being RCC(REV) 02 of 2020 under Section 22 of the Tripura Buildings (Lease and Rent Control) Act, 1975 in the court of the District Judge, West Tripura, Agartala. [22] After examining the records, the District Judge, West Tripura, Agartala has observed in the following manner by the order dated 11.02.2022:

It is established that the landlord is the owner of the rented premises and he is in bona fide need to have the rented premises to run business and approached the tenant to vacate the rented premises but the tenant did not give any heed to his request. It is also very clear that the tenant was defaulter in making payment of rent and electric charges from the very date of agreement and as a consequences the landlord has every right as per Section 12(2)(a)&(b)&(3) of the Act to evict the tenant from the rented premises.

[23] Finally by the said order dated 11.02.2022, the District Judge, West Tripura, Agartala has observed as follows:

Situated thus, I find no infirmity and illegality in the findings of the Learned Appellate Court [Civil Judge (Senior Division), Court No.2, West Tripura, Agartala].

Hence the judgment and order passed by the learned Appellate Court on 15.06.2020 in RCC (Appeal) No.04 of 2019 is upheld and affirmed.

[24] Being aggrieved by the judgment and order dated 11.02.2022, the petitioner herein filed the instant civil revision petition before this court seeking to set aside the Judgment & Order dated 11.02.2022, passed by the Ld. District Judge, West Tripura, Agartala (Rent Control Revisional Authority) in case no. RCC (Revision) 02/2020, dismissing the said revision case affirming the Judgment & Order of dismissal of the Appeal No. 04/2019, granting the order of eviction dated 15.06.2020 against the Tenant Petitioner herein passed by the Ld. Rent Control Appellate Authority (Civil Judge, Jr. Division, Court no. 2), Agartala, West Tripura, in case no. RCC 01/2007. [25] Heard Mr. D. R. Chowdhury, learned senior counsel assisted by Mr. S. Sarkar, learned counsel appearing for the petitioner. [26] It is a case of the petitioner that he is the tenant of the respondent herein, entered into the rented premises as monthly tenant since August, 2000 for 3 years certain upto July 2003. Prior one year of expiry of that Agreement the Landlord respondent entered into a fresh agreement with the tenant petitioner for 5 year certain w.e.f. June 2002 to May 2007 and has been running a small retail medicine shop. [27] The land lord has filed a suit for rent control for evicting the tenant on the ground of bonafide requirement of the property for the purpose of having business for his sons. In this ground the suit has been taken on record and the court below has examined may witnesses and marked several documents. The court below has given a finding in favour of the land lord and directed the tenant to vacate the premises within sixty days from the passing of the judgment and order dated 02.09.2019 and to hand over the possession of the premises to the Landlord- respondent herein.

[28] Aggrieved thereby the tenant has preferred a rent appeal on the ground that order of the rent control court is contrary to law and facts of the case and prayed to set aside the same and allow the appeal. The appellate court on the point has framed an issue and after considering the argument of the both sides dismissed the appeal confirming order dated 02.09.2019 for granting time for vacating the premises by sixty days.

[29] Now in the present civil revision petition, the counsel for the petitioner tenant has represented before this court that the CRP is to be allowed since the land lord has not made out a case of a bonafide requirement. He is having sufficient property and his sons are employed in Australia and Hyderabad. According to Mr. Chowdhury, learned senior counsel, the sons of the landlord do not require scheduled property and relied on a judgment of the apex court in Deena Nath vs. Pooran Lal reported in (2001) 5 SCC 705 where the apex court has considered with regard to if possible providing alternative premises to the tenant since the priority is given to the owner of the property and in the event of any alternative premises the tenant can be considered for accommodation. It is observed in Deena Nath (Supra) as follows:

15. From the discussions in the foregoing paragraphs , the question that arises for determination is whether in the facts and circumstances of the case, the High Court was justified in interfering with the concurrent judgments of the courts below in holding that the plaintiff required the premises bonafide for use of his son? Section 12(1)(f) of the Act under which the eviction of the tenant was sought and granted by

the lower Courts, reads as follows:

"12. Restriction on eviction of tenants.- (1) Notwithstanding anything to the contrary contained in any other law or contract, no suit shall be filed in any Civil Court against a tenant for his eviction from any accommodation except on one or more of the following grounds only namely:-

(a) - (e) 8 * * *

(f) that the accommodation let for non-residential purposes is required bona-fide by the landlord for the purpose of continuing or starting his business or that any of his major sons or unmarried daughters if he is the owner thereof or for any person for whose benefit the accommodation is held and that the landlord or such person has no other reasonably suitable non-residential accommodation of his own in his occupation in the city or town concerned;"

The section, on a plain reading, is clear and specific. The criteria to be fulfilled for an order of eviction under the provision are :

i) that the non-residential accommodation is required bonafide by the landlord for the purpose of continuing or starting his business or that of any of his major sons; and

ii) that the landlord or such person has no other reasonably suitable non-residential accommodation of his own in his occupation in the city or town concerned.

(emphasis supplied) The Legislature in enacting the provision has taken ample care to avoid any arbitrary or whimsical action of a landlord to evict his tenant. The statutory mandate is that there must be first a requirement by the landlord which means that it is not a mere whim or a fanciful desire by him;

further, such requirement must be bonafide which is intended to avoid the mere whim or desire. The 'bonafide requirement' must be in praesenti and must be manifested in actual need which would evidence the Court that it is not a mere fanciful or whimsical desire. The legislative intent is made further clear by making the provision that the landlord has no other reasonably suitable residential accommodation of his own in his occupation in the city or town concerned. This requirement lays stress that the need is pressing and there is no reasonably suitable alternative for the landlord but to get the tenant evicted from the accommodation. Similar statutory provision is made in sub-section (e) of Section 12(1) of the Act in respect of accommodation let for residential purposes. Thus, the legislative mandate being clear and unambiguous, the Court is duty-bound to examine not merely the requirement of the landlord as pleaded in the eviction petition but also whether any other reasonably suitable non-residential accommodation in his occupation in the city/town is available. The judgment/order of the court/authority for eviction of a tenant which does not show that the court/authority has applied its mind to these statutory requirements cannot be

sustained and the superior court will be justified in upsetting such judgment/order in appeal/second appeal/revision. Bonafide requirement, on a first look, appears to be a question of fact. But in recording a finding on the question the court has to bear in mind the statutory mandate incorporated in Section 12(1)(f). If it is found that the court has not applied the statutory provisions to the evidence on record in its proper perspective then the finding regarding bonafide requirement would cease to be a mere finding of fact, for such erroneous finding illegally arrived at would vitiate the entire judgment. In such case the High Court cannot be faulted for interfering with the finding in exercise of its second appellate jurisdiction under Section 100 of the Code of Civil Procedure.

17. Coming to the case on hand, the judgment of the High Court clearly bears out the position that the lower courts had failed to consider the requirement of the section regarding availability of reasonable accommodation in occupation of the landlord-appellant. As noted earlier, at the time of filing the suit, one vacant shop-room was in occupation of the landlord and in course of the proceedings one more shoproom, on being vacated by the tenant, came in his occupation. The High Court has found that the landlord could easily make arrangements for starting the shop which his son Pradeep Kumar Gupta intends to open in the vacant shoprooms. If any adjustment was necessary, then the tenant-respondent could also have been offered an alternate shoproom for his occupation. No such step was taken by the landlord during all these years. During the hearing of this appeal, we made a suggestion to the learned counsel appearing for the landlord-appellant, whether he is willing to permit the tenant-respondent to occupy the shoproom presently in his (landlord) occupation so that he may have a block of four shoprooms for the business of himself and his son. The learned counsel stated that the landlord, who was present in the Court, declined to accept the suggestion.

18. On the discussions in the judgment there is hardly any scope for doubt that the requirement of the landlord cannot be termed to be a bonafide requirement within the meaning of the Statute (noticed above). The High Court was justified in interfering with the concurrent judgments in the contextual facts and the same does not warrant any interference under Article 136 of the Constitution of India. [30] Reliance has also been placed on another judgment of the apex court in Liaq Ahmed and Others vs. Habeeb-ur-Rehman reported in (2000) 5 SCC 708 where the apex court has categorically stated that on special circumstances, the point of eviction in favour of the land lord needs to be considered. It is observed in Liaq Ahmed (Supra) as follows:

"2. Rent control legislations have been acknowledged to be pieces of social legislation which seek to strike a just balance between the rights of the landlord and the requirements of the tenants. Such legislations prevent the landlords from taking the extreme step of evicting the tenants merely upon technicalities or carved grounds. This Court in Mangat Ram vs. Kedar Nath [1980(4) SCC 276] held that where the Rent Acts afford a real and sanctified protection to the tenant, the same should not be nullified by giving a hyper-technical or liberal construction to the language of the statute which instead of advancing the object of the Act may result in its frustration. The Rent Acts have primarily been enacted to give protection to the tenants.

3. The history of the legislation regarding Rent Controls in the country would show that the Rent Acts were enacted to overcome the difficulties arising out of the scarcity of the accommodation which arose primarily due to the growth of industrialisation and commercialisation and inflow of the population to the urban areas. Such legislations were initially confined to the big cities like Bombay, Calcutta and Rangoon but their jurisdiction was gradually extended to other areas in the country. Because of scarcity of the accommodation and gradual rise in the rents due to appreciation of the value of urban properties, the landlords were found to be in a position to exploit the situation for their unjustified personal gains which were consequently detrimental to the helpless tenants who were subjected to uncalled for litigation for eviction. It thus became imperative for the Legislature to intervene to protect the tenants against harassment and exploitation by the landlords for which appropriate legislations came to be passed by almost all the States and Union Territories in the country with the paramount object of essentially safeguarding the interest of tenants and for their benefit. The Rent Acts also made provision for safeguarding the interests of genuine landlords. The Rent Acts are intended to preserve social environment and promote social justice by safeguarding the interests of the tenants mainly and at the same time protecting the legitimate interests of the landlords. The provisions of the Rent Acts are, therefore, not required to be interpreted in a hyper-technical manner which in cases may result in frustrating the object for which the legislation was made. It should be kept in mind that the Rent Acts undoubtedly lean more in favour of the tenants for whose benefits they were essentially passed. The rational approach in interpreting the law relating to the control of rents is expected from the courts dealing with the cases under the statutes relating to rent by keeping in mind the object of the legislation intended to provide social justice preventing unscrupulous landlord to exploit the circumstances and force the tenants to submit to their pressure under the threat of eviction."

[31] After perusing the records, this court is of the view that it becomes necessary to consider the bonafide requirement cannot be said that the sons of the owner need to be unemployed and sitting idle for taking possession of the property from the tenant enabling the sons to start their career in the said property. The tenant cannot expect the sons of the owner to wait till then. Thereafter, it would be sensible to draw a conclusion that once the premises is handed over by the tenant in favour of the owner, then only either the owner or his sons would be in a position to put the property to personal use. The tenant cannot prevail over and cannot occupy the property against the will of the owner. Further no arguments are advanced on the finding of willful defaulter and arrears of rent amounts & electric bills unpaid. Hence the finding of lower courts on the said point of defaulter stands confirmed. [32] In view of the above discussion, this court finds that the orders passed by the rent controller for evicting the premises which is confirmed by the appellate court are well considered and needs no interference and accordingly, the CRP is dismissed. [33] Already petitioner suffered eviction orders and sufficient time was elapsed for vacating. However, this court is of the view to grant two months time from today for vacating the premises of the respondent herein. It is made clear that no further extension of time shall be granted in this matter.

JUDGE Dipak