



The Indian Journal for Research in Law and Management

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Editor-in-Chief – Prof. (Dr.) Muktai Deb Chavan; Publisher – Alden Vas; ISSN: 2583-9896

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GROUNDNS FOR EVICTION OF TENANT UNDER

PUNJAB RENT ACT, 1995

INTRODUCTION

Rent being covered under List II - State List of the 7th Schedule¹ of the Indian Constitution², different states have formulated their respective state laws for the protection of tenants from eviction from rented premises. Previously, the grounds of eviction or ejection were covered under Section 13³ of the East Punjab Urban Rent Restriction Act, 1949⁴, and under the new Punjab Rent Act of 1995⁵, enforced in 2013, Section 20⁶ Sub-section (2) clause (a) to (q) and Section 26⁷ widen the scope of ejection of the tenant with the introduction of new grounds of eviction.

GROUNDNS

As per the Act of 1995, there are 14 grounds of eviction of tenants available to landlords, which are categorized under different heads, which are as follows:

1. Non-Payment of Rent-

Clause (a)⁸ of Sub-section (2) of Section 20 of the Act of 1995 says that if for three or more consecutive months, the tenant has neither paid nor tendered to pay the whole of the arrears of rent, as per Section 6⁹, and other charges payable, as per Section 8¹⁰,

¹ SEVENTH SCHEDULE, MINISTRY OF EXTERNAL AFFAIRS, <https://www.mea.gov.in/Images/pdf1/S7.pdf> (last visited Mar. 23, 2024).

² INDIA CONST., 1950.

³ East Punjab Urban Rent Restriction Act, 1949, § 13, No. 3, Acts of Parliament, 1949 (India).

⁴ East Punjab Urban Rent Restriction Act, 1949, No. 3, Acts of Parliament, 1949 (India).

⁵ Punjab Rent Act, 1995, No 13, Acts of Parliament, 1995 (India).

⁶ Punjab Rent Act, 1995, § 20, No 13, Acts of Parliament, 1995 (India).

⁷ Punjab Rent Act, 1995, § 26, No 13, Acts of Parliament, 1995 (India).

⁸ Punjab Rent Act, 1995, § 20(2)(a), No 13, Acts of Parliament, 1995 (India).

⁹ Punjab Rent Act, 1995, § 6, No 13, Acts of Parliament, 1995 (India).

¹⁰ Punjab Rent Act, 1995, § 8, No 13, Acts of Parliament, 1995 (India).

within two months of giving notice to the tenant for the demand of the same along with interest @ 15% for the period of default, then the landlord has the right to evict the tenant from his (landlord) premises. The notice shall be served by the landlord to the tenant in the manner prescribed in Section 106¹¹ of the Transfer of Property Act, 1882¹².

2. Change of User-

Clause (b)¹³ of Section 20(2) says that when, for a particular purpose, a premises was given to the tenant, but after some time, the tenant, without the written consent of the landlord, starts using that same premises for a purpose other than that for which it was let in the beginning, then the landlord got the right to evict the tenant from the premises.

3. Non-Occupancy of the Premises-

Clause (c)¹⁴ of Section 20(2) says that if a particular premises is let out to the tenant but neither the tenant nor any of his family members reside in that premises for a period of six months and the premises remain completely unoccupied for that time, the landlord acquires the right to evict the tenant from his premises. This ground is available only with respect to residential premises.

4. Carrying out of Repairs or Demolition or Building or Rebuilding Works-

Clauses (d)¹⁵, (e)¹⁶, (f)¹⁷, (g)¹⁸ and (h)¹⁹ of Section 20(2) say that:

- if the rented premises or any part thereof becomes unfit or unsafe for human habitation; or
- if immediate demolition or any building work is required to be done for the rented premises or any part thereof which is ordered by the government or any local authority; or
- if any repairs are required to be carried out on rented premises or any part thereof; or
- if any building or re-building work is required to be done for the rented premises, or any alteration or substantial addition is to be done there; or

¹¹ Transfer of Property Act, 1882, § 106, No. 4, Acts of Parliament, 1882 (India).

¹² Transfer of Property Act, 1882, No. 4, Acts of Parliament, 1882 (India).

¹³ Punjab Rent Act, 1995, § 20(2)(b), No 13, Acts of Parliament, 1995 (India).

¹⁴ Punjab Rent Act, 1995, § 20(2)(c), No 13, Acts of Parliament, 1995 (India).

¹⁵ Punjab Rent Act, 1995, § 20(2)(d), No 13, Acts of Parliament, 1995 (India).

¹⁶ Punjab Rent Act, 1995, § 20(2)(e), No 13, Acts of Parliament, 1995 (India).

¹⁷ Punjab Rent Act, 1995, § 20(2)(f), No 13, Acts of Parliament, 1995 (India).

¹⁸ Punjab Rent Act, 1995, § 20(2)(g), No 13, Acts of Parliament, 1995 (India).

¹⁹ Punjab Rent Act, 1995, § 20(2)(h), No 13, Acts of Parliament, 1995 (India).

- if immediate demolition is required to be done of the rented premises for the purpose of re-building them and the premises do not have more than two floors, and the landlord required the premises to be vacated, without which the required purpose cannot be achieved; thus, in all these situations, the landlord can evict the tenant from his premises.

Alternative Accommodation-

Clause (i)²⁰ of Section 20(2) says that if any place of residence is allotted, built or acquired to/by a tenant, then the landlord has the right to evict the tenant from his (landlord's) rented premises. This ground is only available with regard to residential premises.

5. Cessation of Employment of the Tenant with Landlord-

Clause (j)²¹ of Section 20(2) says that where a tenant and landlord were in an employee-employer relationship and premises were given to that tenant for residential accommodation because of that employment or service only, when the employment of the tenant ceases to exist, the landlord gets the right to evict the tenant.

6. Substantial Damage or Alteration-

Clause (k)²² of Section 20(2) says that if any substantial damage or alteration is caused to the rented premises by the tenant and that has led to changing the identity of that premises or diminishing its value, whose recovery shall involve expenses of six months rent or more, or other less expenses as the Rent Authority specifies, then in that case the landlord gets a right to evict the tenant.

7. Conviction for Causing Nuisance or Using Premises for Immoral or Illegal Purposes-

Clause (l)²³ of Section 20(2) says that if the tenant of rented premises gets convicted for causing nuisance or annoyance to neighbourhood people or gets convicted for himself using or allowing the use of premises for any immoral activity, then the landlord acquires the right to evict the tenant.

8. Breach of Condition Imposed on Landlord by the Government-

²⁰ Punjab Rent Act, 1995, § 20(2)(i), No 13, Acts of Parliament, 1995 (India).

²¹ Punjab Rent Act, 1995, § 20(2)(j), No 13, Acts of Parliament, 1995 (India).

²² Punjab Rent Act, 1995, § 20(2)(k), No 13, Acts of Parliament, 1995 (India).

²³ Punjab Rent Act, 1995, § 20(2)(l), No 13, Acts of Parliament, 1995 (India).

Clause (m)²⁴ of Section 20(2) says that if any condition is imposed by the government while giving land on lease to the landlord on which the premises are situated, and the landlord further gives the premises on rent to the tenant, and the tenant contravenes the condition imposed by the government, then landlord can evict the tenant on the basis of this contravention.

9. Denial of Ownership of the Landlord-

Clause (n)²⁵ of Section 20(2) says that when an eviction application for the tenant was filed by the landlord and the tenant, in his reply to this application, denied the ownership of the landlord but ultimately failed to prove his denial, or it was proved that his denial was not made in a bonafide manner, then in such cases the tenant can be evicted.

10. Not a Bonafide Tenant-

Clause (o)²⁶ of Section 20(2) says that when a person who is already in occupation of a premises fails to prove that he is a bonafide tenant of the same premises, he can be evicted by the landlord.

11. Failure to Vacate the Premises on the Agreed Date-

Clause (p)²⁷ of Section 20(2) says that when the tenant has agreed with or informed the landlord about the date of vacating the premises, in writing but does not vacate those premises on or after the prescribed date, then in that case the landlord gets the right to file an application for eviction of the tenant.

12. Bonafide Requirement of the Landlord-

Clause (q)²⁸ of Section 20(2) says that when the landlord has no other reasonable suitable accommodation and he, for himself or for any of his family members, requires that rented premises for either residential or non-residential purposes, whether in the same condition or after re-construction or re-building, then complying with the bonafide requirement, the landlord can file eviction application of the tenant.

13. Sub-letting-

Combine reading of Section 20(4) and Section 26 of the same Act says that if the tenant has sub-let the rented premises or any part thereof to any other person or transfers or assigns his rights in the same without the previous consent of the landlord and without giving notice to the landlord of his sub-tenancy, and then if an order for recovery of

²⁴ Punjab Rent Act, 1995, § 20(2)(m), No 13, Acts of Parliament, 1995 (India).

²⁵ Punjab Rent Act, 1995, § 20(2)(n), No 13, Acts of Parliament, 1995 (India).

²⁶ Punjab Rent Act, 1995, § 20(2)(o), No 13, Acts of Parliament, 1995 (India).

²⁷ Punjab Rent Act, 1995, § 20(2)(p), No 13, Acts of Parliament, 1995 (India).

²⁸ Punjab Rent Act, 1995, § 20(2)(q), No 13, Acts of Parliament, 1995 (India).

possession has been passed against the tenant, the sub-tenant can also be evicted from the premises. Apart from that, if the sub-tenant has been made a party to the proceedings of eviction, making the order binding on him, he can again be evicted from the premises by the landlord.