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दिनांक 10-1-06 द्वारा पूर्व भुगतान
योजनान्तर्गत डाक व्यय की पूर्व अदायगी
डाक द्वारा भेजे जाने के लिए अनुमत.



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मध्यप्रदेश राजपत्र

(असाधारण)

प्राधिकार से प्रकाशित

क्रमांक 174]

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विधि और विधायी कार्य विभाग

भोपाल, दिनांक 26 मार्च 2010

क्र. 2046-114-इक्कीस-अ-(प्रा.).—भारत के संविधान के अनुच्छेद 348 के खण्ड (3) के अनुसरण में, मध्यप्रदेश परिसर किरायेदारी विधेयक, 2010 (क्रमांक 11 सन् 2010) का अंग्रेजी अनुवाद राज्यपाल के प्राधिकार से एतद्द्वारा प्रकाशित किया जाता है.

मध्यप्रदेश के राज्यपाल के नाम से तथा आदेशानुसार,
राजेश यादव, अपर सचिव.

MADHYA PRADESH BILL
No. 11 OF 2010.

THE MADHYA PRADESH PARISAR KIRAYEDARI VIDHEYAK, 2010.

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MADHYA PRADESH BILL

No. 11 OF 2010.

THE MADHYA PRADESH PARISAR KIRAYEDARI VIDHEYAK, 2010.

A Bill to provide for the regulation of rents, repairs and eviction of certain tenanted premises and for encouraging supply of housing by assuring of fair return to the landlords and matters connected therewith or incidental thereto.

Be it enacted by the Madhya Pradesh Legislature in the Sixty-first year of the Republic of India as follows :—

CHAPTER-I

PRELIMINARY

1.(1) This Act may be called the Madhya Pradesh Parisar Kirayedari Adhiniyam, 2010.

(2) It extends to all areas of cities and townships of Madhya Pradesh under the jurisdiction of a local authority:

Short title,
extent and
commencement.



Provided that the State Government may, by notification, exclude any area or premises or class of buildings from the operation of this Act or any provision thereof.

(3) It shall come into force on such date as the State Government may, by notification in the official Gazette, appoint and different dates may be appointed for different provisions of this Act.

(4) If any local authority is constituted after commencement of this Act, then this Act shall be applicable to that township from the date of constitution of the local authority.

Definitions.

2. In this Act, unless the context otherwise requires,—

- (a) “Appellate Rent Tribunal” means Appellate Rent Tribunal constituted under Section 28;
- (b) “landlord” means a person who, for the time, being is receiving, or is entitled to receive, the rent of any premises, whether on his own account or on account of or on behalf of, or for the benefit of, any other person or as a trustee, guardian or receiver of any person or who would so received the rent or be entitled to receive the rent, if the premises were let to a tenant, and shall include his successor-in-terest;
- (c) “local authority” means—
- (i) a Municipal Corporation constituted by or under the Madhya Pradesh Municipal Corporation Act, 1956 (No. 23 of 1956);
- (ii) a Municipal Council constituted by or under the Madhya Pradesh Municipal Corporation Act, 1961 (No. 37 of 1961);
- (d) “person with disability” has the same meaning as assigned to it in clause (t) of Section 2 of the Persons with Disability (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995 (No.1 of 1996);
- (e) “premises” means any building or part of a building which is, or is intended to be, let separately for the purpose of residence or for commercial or for educational use, except for industrial use and includes—
- (i) the garden, grounds and out-houses, if any, appertaining to such building or part of the building;
- (ii) any fitting to such building or part of the building for the more beneficial enjoyment thereof, but does not include hotel, lodging house, dharmashala or inn;
- (f) “rent payable” in relation to any premises means the rent as per Section 9;
- (g) “Rent Controlling Authority” means an officer appointed under Section 35;
- (h) “Rent Tribunal” means a Rent Tribunal constituted under Section 27;
- (i) “tenant” means a person by whom or on whose account or behalf the rent of any premises is, or, but for a contract express or implied, would be payable for any premises and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Act; but shall not include any person against whom any order or decree for eviction has been made.



3. Nothing in this Act shall apply to—

Act not to apply to certain premises.

- (a) any premises owned by the Central or State Government or local authority or a Government undertaking or enterprise or a statutory body or a cantonment board;
- (b) any tenancy created by the Central or State Government in respect of the premises taken on lease or requisitioned by that Government;
- (c) any premises let or sublet to banks or any public sector undertaking or any corporation established by or under any Central or State Act or multinational companies and private limited companies and public limited companies having paid up share capital of more than rupee one crore or more;
- (d) any premises let out for residential purposes, whether let out before or after the commencement of this Act, where monthly rent payable on the date of commencement of this Act exceeds such sum as may be prescribed;
- (e) any premises let out for non-residential purposes, whether let out before or after the commencement of this Act, where monthly rent payable on the date of commencement of this Act exceeds such sum as may be prescribed.

Explanation.—Where any premises is let out partly for residential and partly for non-residential purposes, the provisions of clauses (d) and (e) shall apply to such premises in proportion to respective areas;

- (f) any premises let out to an embassy, High Commission, legation or commission of a foreign State or such international organization as may be specified by the State Government by notification;
- (g) any premises owned by such religious, charitable or educational trust or institutions as may be specified by the State Government, by notification;
- (h) premises owned by wakf registered under the Wakf Act, 1995(No. 43 of 1995) or to any trust registered under the Madhya Pradesh Public Trust Act, 1951 (No. 30 of 1951);
- (i) premises where the landlord is employer and tenant is his employee.

CHAPTER-II

TENANCY

4. (1) Notwithstanding anything contained in this Act or any other law for the time being in force, any agreement for letting of any premises entered into between the landlord and the tenant, after the commencement of this Act, shall be in writing and shall be informed to the Rent Controlling Authority by the landlord and tenant jointly, in the form specified in Schedule I :

Information of tenancy.

Provided that, notwithstanding anything in the Transfer of Property Act, 1882 (No.4 of 1882), the tenancy created under this section shall be deemed to be month to month tenancy, unless otherwise provided in this Act.

(2) In case of existing month to month tenancies such information is to be provided to the Rent Controlling Authority within six months from the commencement of this Act in the form specified in Schedule 1.



(3) The Rent Controlling Authority after receiving such information, shall register the same and provide a registration number to the parties, whereas the limited period tenancy under Section 7 shall be registered in a separate Register.

(4) Information provided as per sub-section (1) and (2) shall be taken as evidence of facts relating to tenancy and matters connected therewith and in its absence any statement in the lease agreement shall not be received as evidence of the facts in any court of law.

(5)(a) All tenancies except those falling under Section 3 shall be subject to provisions of this Act.

(b) The tenancies falling under Section 7 shall be exempted from the provisions of Section 18.

Derequisitioning of the premises.

5. From the commencement of this Act, all premises which have been requisitioned or allotted by the Government under Section 39 and 40 of the Madhya Pradesh Accommodation Control Act, 1961 (No. 41 of 1961) (repealed enactment) will stand derequisitioned and the same shall be treated to be tenancy created for a limited period of two years under Section 7.

Restrictions on subletting.

6. (1) After the commencement of this Act, no tenant shall, without the previous consent in writing of the landlord,—

- (a) sublet whole or any part of the premises held by him as a tenant;
- (b) transfer or assign his rights in the tenancy or any part thereof.

(2) Where the premises are lawfully sublet as in sub-section (1), the tenant, or the sub-tenant to whom the premises are sublet shall inform the landlord about the creation of sub-tenancy within one month of the date of such subletting and also inform the termination of such sub-tenancy within one month of such termination, and in case the premises or the part of the premises have been sublet by the tenant without the written consent of the landlord prior to the commencement of this Act, the tenant may obtain written consent of the landlord within two months of the commencement of this Act.

Limited period tenancy.

7. (1) Where a landlord does not require the whole or any part of any premises for a particular period, he may let such or part of such premises for a specified period for residential or non-residential purposes and inform the Rent Controlling Authority in the manner provided in Section 4, and such tenancy shall automatically cease on the expiry of the limited period and the possession of the rented premises shall be reverted back to the landlord immediately.

(2) Any month to month tenancy created before the commencement of this Act and which has completed 10 years or more shall be treated to be a tenancy of a limited period of 3 years either from date of completion of ten years or from date of commencement of the Act, whichever is later.

Inheritability of tenancy.

8. (1) The tenancy shall cease immediately after the death of the tenant save as provided in sub-section (2).

(2) In the event of the death of a tenant, the right of tenancy of residential and non-residential premises shall devolve for the remaining period of tenancy to his successors in the following order :—

- (a) Spouse,
- (b) Sons/unmarried daughters, (c) Parents,
- (d) Daughter-in-law being the widow of a predeceased son :

Provided that the successor had been ordinarily living or working in the premises with the decetased tenant upto his death.



CHAPTER III

RENT

9. (1) The rent payable in relation to a premises shall be,—

Rent payable.

- (a) in case of new tenancies entered into or after the commencement of this Act, the rent agreed to between the landlord and the tenant at the commencement of the tenancy;
- (b) in case of tenancies entered into before the commencement of this Act,—
 - (i) as agreed to between the landlord and the tenant at the commencement of the tenancy; or
 - (ii) where there is no such agreement, as determined by the Rent Controlling Authority after taking into account the location, condition of the premises and where there, are similar or nearly similar premises in the location having regard to the prevailing rent in respect of such premises.

(2) Where the tenant is unable to pay the enhanced rent in existing premises and offers to occupy smaller premises within the same building and the landlord is agreeable to the same, the rent of new premises shall be fixed as per clause (a) of sub-section (1).

10. A tenant shall be liable to pay to the landlord, besides the rent, the following charges, namely:—

Other charges payable.

- (a) charges for amenities or furniture as agreed between the landlord and the tenant; and
- (b) charges for electricity and water, if there is a separate meter, sewerage, sanitation and other common services consumed by the tenant, or as agreed between the landlord and the tenant.

11. (1) In matters of limited period tenancy under Section 7, the annual revision of rent as has been agreed to between the landlord and the tenant will be effected.

Revision of rent.

(2) In matters of tenancy created under section 4, the rent shall be increased annually as may be agreed but not more than 10% each year.

(3) Where the landlord, after the commencement of tenancy and with agreement with the tenant has incurred expenditure on account of improvement, addition or structural alteration in the premises, not being expenditure on maintenance or repairs necessary to be carried out under sub-section (1) of Section 16, the landlord may increase the rent of the premises by an amount as agreed to between the landlord and the tenant prior to the commencement of the work and such increase in rent shall become effective from the next month after the completion of the work.

(4) Where after the rent of a premises has been agreed to or fixed, there has been a decrease or diminution of accommodation in the premises, the tenant may claim a reduction in the rent and may approach the Rent Controlling Authority for the same in case of conflict.

12. (1) The Rent Controlling Authority shall, for the purpose of Section 11, on an application made to him by the landlord or tenant, revise the rent and other charges payable by the tenant.

Rent Controlling Authority to revise rent.



(2) The Rent Controlling Authority may also fix the date from which the revised, rent shall be payable:

Provided that in case of revision of rent, the date specified shall be later than the date of filing of application for fixation or revision by the landlord or the tenant :

Provided further that if the increase or decrease in rent is due to reasons as in sub-sections (2) and (3) of Section 11, the revised rent shall be effective from the next month after the cause for such revision arose.

(3) The Rent Controlling Authority while fixing or revising the rent may order that the excess amount due from the tenant or the landlord be payable to the landlord or the tenant in installments or otherwise or be adjusted in future rental payments.

(4) While fixing the rent and other charges payable, the Rent Controlling Authority may fix an interim rent pending final decision.

Limitation for application for fixing of rent etc.

13. A tenant may file an application to the Rent Controlling Authority for fixing the rent of the premises and a landlord or a tenant may file application for determining the lawful increase or decrease of rent or other charges payable,—

- (a) in the case of any premises which was let and in which the cause of action for lawful increase or decrease of rent or payment of other charges arose, before the commencement of this Act, within two years from such commencement,
- (b) in the case of any premises which was let after the commencement of this Act—
 - (i) for fixing the rent thereof, within two years from the date on which the premises was let;
 - (ii) in any other case, within two years from the date on which cause of action arose :

Provided that the Rent Controlling Authority may entertain the application after the expiry of the said period of two years, if he is satisfied that the applicant was prevented by sufficient cause from filing the application in time.

CHAPTER IV

OBLIGATION OF LANDLORDS AND TENANTS

Receipt to be given for rent paid.

14. (1) Every tenant shall pay rent and other charges payable within the stipulated period as in the agreement between the landlord and the tenant and in the absence of such stipulation by the 10th day of the month next following the month for which it is payable and where any default occurs in the payment of rent or other charges, the tenant shall be liable to pay simple interest at such rate as may be specified from time to time from the date on which such payment of rent and other charges payable is due to the date on which it is paid.

(2) Every tenant who makes payment of rent or other charges payable or advance towards such rent or other charges to his landlord, shall be entitled, against acknowledgement, to obtain forthwith from the landlord or his authorized agent a written receipt for the amount paid to him, signed by the landlord or his authorized agent.



15. (1) (a) Where the landlord does not accept any rent and other charges payable or refuses to give a receipt, the rent and other charges shall be sent to the landlord by postal money order consecutively for two months, and if the landlord does not accept the rent and other charges within this period, then the tenant may deposit the same in the Rent Controlling Authority.

Deposit of rent with the Rent Controlling Authority.

(b) Whenever there is bonafide doubt about the person or persons to whom the rent etc. is payable, the tenant may deposit such rent and other charges before the Rent Controlling Authority.

(2) On deposit of the rent, the Rent Controlling Authority shall investigate the case and pass an order based on facts of the case.

(3) The withdrawal of rent and other charges payable deposited under sub-section (1) shall not operate as an admission against the person withdrawing it to the correctness of rent or any other fact stated by the tenant.

(4) Any rent and charges not withdrawn for five years by any person entitled to withdraw shall be forfeited by the Government.

16. (1) Subject to any contract in writing to the contrary, the landlord and the tenant shall be bound to keep the premises in as good a condition as at the commencement of the tenancy except for normal wear and tear and shall be responsible for the respective repairs as in Schedule II.

Repair and maintenance of the property.

(2) If a tenant or a landlord fails to carry out the maintenance or required repairs within a reasonable time, the landlord or tenant may apply to the Rent Controlling Authority and the Rent Controlling Authority may direct the concerned person to carry out the required maintenance or repairs or pay for the repairs an amount as lump sum or in installments as it deems fit.

(3) The landlord or the person authorised by him shall have the right to enter and inspect the premises after noticed to the tenant in the manner prescribed.

17. (1) No landlord or tenant either by himself or through any person shall without just and sufficient cause, cut off or withhold any essential supply or service in the premises occupied by the tenant or the landlord.

Cutting off or withholding essential supply or service.

(2) In case of contravention of provisions of sub-section (1) and on application from the tenant or the landlord, as the case may be, the Rent Controlling Authority after examining the matter may pass an interim order directing the restoration of supply of essential services immediately pending the inquiry referred to in sub-section (3).

(3) The Rent Controlling Authority shall conduct an inquiry against the application made by the landlord or the tenant, as the case may be, and complete this inquiry within one month of filing of the application.

(4) The Rent Controlling Authority may also levy a penalty on the person responsible for cutting off or withholding the essential supply, which may extend upto five thousand rupees.

(5) The Rent Controlling Authority may direct that compensation be paid to the landlord or tenant if it finds that the application was made frivolously or vexaciously.

Explanation.—Essential services includes supply of water, electricity, lights in passages, lifts and on staircase, conservancy, parking, communication links and sanitary services.



CHAPTER V

REPOSSESSION OF THE PREMISES BY THE LANDLORD

Repossession of the premises by the landlord.

18. (1) A tenant shall not be evicted except in accordance with the provisions of sub-section (2).

(2) The Rent Tribunal may on an application made to it in the prescribed manner, make an order for the recovery of possession of the premises on one or more of the following grounds, namely :—

- (a) That the tenant has not paid the arrears in full of rent payable and other charges payable, including interest for delayed payment as specified in sub-section (1) of Section 14 for three or more consecutive months, within one month of notice of demand for the arrears of such rent and all charges payable being served on him by the landlord in the manner provided in sub-section (4) of Section 106 of the Transfer of Property Act, 1882 (No.4 of 1882) :

Provided that no order for eviction of the tenant on account of default of payment of rent can be passed if the tenant makes payment to the landlord or deposits with the Rent Tribunal all arrears of rent including interest within one month of notice being served on him:

Provided further that this relief shall not be available again if the tenant defaults in payments of rent consecutively for two months in any one year subsequent to getting relief once;

- (b) That the tenant has after the commencement of this Act parted with the possession of whole or any part of the premises without obtaining the written consent of the landlord as provided in Section 6;
- (c) That the tenant has continued misuse of the premises for two or more months after receipt of notice from the landlord to stop such misuse.

Explanation.—For the purpose of this clause, misuse of premises means encroachment of additional space by the tenant or use of premises which causes public nuisance or causes damage to the property or is detrimental to the interest of the landlord or for an immoral or illegal purposes;

- (d) That the premises were let for residential use and neither the tenant nor any member of his family ordinarily living with him has been residing therein for a period of six or more months.

Explanation.—For the purpose of this clause, “family” means spouse, sons, unmarried daughters, parents and daughter-in-law of the pre-deceased son;

- (e) That the premises or any part thereof are required by the landlord for carrying out any repairs or building or rebuilding or additions or alteration or demolition, which can not be carried out without the premises; being vacated:

Provided that the re-entry of the tenant after such repairs, rebuilding, alteration etc. will be allowed only when it has been mutually agreed to between landlord and the tenant and the same mutual agreement has been submitted before the rent Tribunal:

Provided further that re-entry of the tenant shall not be allowed in the absence of such mutual agreement before the Rent Tribunal and also in cases where the tenant has been evicted under the orders of the Rent Tribunal.



- (f) That the premises or any part thereof are required by the landlord for carrying out any repairs, building, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use approved by the competent authority;
- (g) That the tenant, his spouse or dependent son or dependent unmarried daughter ordinarily living with him, has, whether before or after the commencement of this Act, built or acquired vacant possession of a residence within 10 kilometres of the urban area in which the premises are located;
- (h) That the premises let for residential or non-residential are required by the landlord for occupation for residential or non-residential purposes for himself or for any member of his family or for any person for whose benefit the premises were held and the landlord or such person is not in possession of any suitable accommodation within the same urban area;
- (i) That the tenant has given written notice to quit and in consequence of that notice the landlord has contracted to sell the accommodation or has taken any other step as a result of which his interests would seriously suffer if he is not put in possession of that accommodation;
- (j) That the landlord desires to sell the premises :

Provided that the Rent Tribunal may enquire into the bonafide intention of the landlord to sell the premises and on being satisfied pass appropriate eviction order.

(3) In any proceedings for eviction under clause (e) or (g) of sub-section (2), the Rent Tribunal may allow eviction from only a part of the premises, if the landlord is agreeable to the same.

(4) No order for recovery of possession in any proceeding under sub-section (2) shall be binding on any lawful subtenant, who or the tenant has given notice of his sub-tenancy to the landlord as specified in Section 6, unless the subtenant is made a party to the proceeding,

(5) Where a landlord or any member of his family ordinarily living with him, after letting out his premises on the ground floor has incurred such permanent disability due to which he is unable to, or medically advised not to, use staircase and requires the ground floor premises for his own residence, he shall, on an application being filed in this behalf in the Rent Tribunal be entitled to recover immediate possession of such ground floor premises on satisfying the Rent Tribunal that he has no suitable residential premises of his own on ground floor in his possession in the same urban area, and the Rent Tribunal shall pass order of immediate possession within thirty days of being approached by the landlord and shall also determine the rent payable for the premises to be occupied by the tenant on the upper floor.

19. (1) Where a landlord recovers possession of his premises under clause (e) of sub-section (2) of Section 18, the Rent Tribunal may, on application from the tenant, fix the date by which the landlord is to put the tenant in repossession of the premises and may fix the new terms and conditions at which the tenant is to be occupy the premises.

Recovery of possession for repair, and rebuilding, and re-entry of tenant.

(2) If a tenant fails to re-enter the premises within one month of being intimated by the landlord about completion of repairs, the tenant shall forfeit his right of re-entry and be liable to pay two months rent as penalty.

20. (1) Where an order for recovery of possession of any premises is made on the ground specified in clause (h) of sub-section (2) of Section 18, the landlord shall be entitled to obtain possession thereof within a period of one month in the case of residential premises and two months

Recovery of possession for occupation, and re-entry of tenant.



in the case of non-residential premises from the date of passing of eviction order :

Provided that in case of premises let by category of landlords specified in Schedule III or by their spouse or dependent children (including dependents of pre-deceased personnel in armed forces), the landlord shall be entitled to obtain possession immediately after passing of the eviction order.

(2) Where a landlord recovers possession of any premises from the tenant under clause (h) of sub-section (2) of Section 18, the landlord shall not, except with the permission of the Rent Tribunal obtained in the prescribed manner, relet whole or part of the premises within three years from the date of obtaining such possession, and if the landlord relet his premises without permission of the Rent Tribunal, the Rent Tribunal may levy a penalty equivalent to one year rent on the landlord.

Refund of advance rent by landlord.

21. (1) Where a landlord exercises the right of recovery of possession under clause (g) of sub-section (2) of Section 18, and he had received any rent or any other payment in advance from the tenant, he shall before recovery of possession, refund to the tenant such an amount after deducting the rent and other charges due to him.

(2) If any default is made in making any refund, the landlord shall be liable to pay simple interest at such rate as may be specified from time to time on the amount which he has omitted or failed to refund.

Payment of rent during eviction proceedings.

22. In any proceedings for recovery of possession on any ground other than that referred to in clause (a) of sub-section (2) of Section 18, the tenant contests the claim for eviction, the landlord may at any stage of proceedings, apply to the Rent Tribunal to direct the tenant to pay to the landlord rent payable as under Section 9 and the Rent Tribunal may order the tenant to make such payment regularly to the landlord by 10th of the month and all other charges due from the tenant along with penal charges, if any, due to delay in payment of the same as per sub-section (1) of Section 14.

Permission to build additional structure.

23. Where the landlord proposes to make any improvement in or construct any additional structure on any building which has been let to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure and the Rent Tribunal on an application made to him in this behalf by the landlord is satisfied that the landlord is ready and willing to commence the work, the Rent Tribunal may permit the landlord to do such work and may make such other order as he thinks fit.

Special provision regarding vacant sites.

24. Notwithstanding anything contained in Section 18, where any premises which have been let comprising of vacant land, upon which it is permissible under the municipal byelaws, for the time being in force to erect any building, whether for residence or for any other purpose, and the landlord proposing to erect such building is unable to obtain possession of the same from the tenant by agreement with him and the Rent Tribunal, on an application made to it in this behalf by the landlord, is satisfied that the landlord is ready and willing to commence the work and that the severance of the vacant land from the rest of the premises shall not cause undue hardship to the tenant, the Rent Tribunal may—

- (a) direct such severance;
- (b) place the landlord in possession of the vacant land;
- (c) determine the rent payable by the tenant in respect of the rest of the premises; and
- (d) make such other orders as he thinks fit in the circumstances of the case.



25. Notwithstanding anything contained in any other law for the time being in force, where the interest of a landlord in any premises is determined for any reason whatsoever and any order is made by the Rent Tribunal under this Act for the recovery of possession of such premises, the order shall, subject to the provision of sub-section (4) of section 18, be binding on all occupants who may be in occupation of the premises and vacant possession thereof shall be given to the landlord by evicting all such occupants therefrom.

Vacant possession to landlord.

26. (1) Every tenant who is in possession of any premises to which this Act applies shall observe all the terms and conditions of the contract creating the tenancy and shall be entitled to the benefits thereof.

Provision regarding notice of giving up possession by the tenant.

(2) Notwithstanding anything in this Act or any other law for the time being in force, the tenant may give up possession of the premises on giving such notice as is required under the contract creating the tenancy and in the absence of any provision in the contract relating to notice or where there is no contract, the tenant shall give notice to the landlord of at least one month expiring with a month of the tenancy before giving up possession of the premises.

(3) Where a landlord has let the premises for a limited period and the tenant has on the expiry of the said period not vacated the premises, then notwithstanding anything contained in section 18 or any other law, the Rent Tribunal may, on an application made by the landlord within one month from the date of expiry of the limited period tenancy, place the landlord in possession of the premises by evicting the tenant and every other person who may be in occupation of the premises :

Provided that the Rent Tribunal may condone in putting of the application by the landlord for a further period of two months, if it is convinced that the delay was caused due to valid and bonafide reasons.

(4) While making an order under sub-section (3), the Rent Tribunal may award damages to the landlord at double the last rent paid by the tenant together with interest at the rate of 8 per cent per annum for a period of three months from the date of expiry of the limited period tenancy and beyond three months the penalty shall be charged at triple the last rent paid by the tenant together with interest at the rate of ten percent per annum till the date of actual vacation by the tenant.

CHAPTER VI

RENT TRIBUNALS

27. (1) The State Government may, by notification, constitute such number of Rent Tribunals at such places as may be deemed necessary by it.

Constitution of Rent Tribunals.

(2) Where two or more Rent Tribunals are constituted for any area, the State Government may, by general or special order, regulate the distribution of business among them.

(3) A Rent Tribunal may consist of one or more members (hereinafter referred to as the Presiding Officer) to be appointed by the State Government in consultation with the High Court.

(4) No person shall be eligible to be appointed as Presiding Officer of the Rent Tribunal unless he is member of the Madhya Pradesh Lower Judicial Service having minimum five years experience as such.

(5) The State Government may, in consultation with the High Court, authorise the Presiding Officer of one Rent Tribunal to discharge the functions of the Presiding Officer of another Rent Tribunal also.



Constitution of Appellate Rent Tribunals.

28. (1) The State Government may, by notification, constitute such number of Appellate Rent Tribunals at such places as may be deemed necessary by it.

(2) The Appellate Rent Tribunal shall be a multi-member tribunal headed by a Principal Appellate Member, and the senior most judge shall function as Principal Appellate Member and shall have the power to transfer appeal cases from one member of the Appellate Tribunal to another member whenever deemed necessary, and similarly the Principal Appellate Tribunal may on an application or suo motu transfer a suit from one Rent Tribunal to other Rent Tribunal, and the presiding Appellate Tribunal and other Appellate Tribunals however shall function as independent Appellate Tribunals while deciding the cases under this Act, and all the members shall be appointed by the State Government in consultation with the High Court.

(3) No person shall be eligible to be appointed as Member of the Appellate Rent Tribunal unless he is a member of the Madhya Pradesh Higher Judicial Service having not less than five years experience as such.

(4) The State Government may, in consultation with the High Court, authorise the Member of the Appellate Rent Tribunal to discharge the functions of the Member of another Appellate Rent Tribunal also.

Functioning of the Rent Tribunals and Appellate Rent Tribunal in the

29. Till the constitution of the Rent Tribunals and Appellate Rent Tribunals, the State Government may in consultation with the High Court declare one or more judges of the Civil Court to function as Members of Rent Tribunal, and similarly the State Government in consultation with the High Court may declare one or more Additional District Judges to function as the Appellate Rent Tribunal, and the Members of the Rent Tribunal and Members of the Appellate Rent Tribunal shall as far as possible exclusively try the cases under this Act in the Civil Court and District Court respectively.

Jurisdiction of Rent Tribunal and Appellate Rent Tribunal transition period.

30. Notwithstanding anything contained in any other law for the time being in force, in the areas to which this Act extends, only the Rent Tribunal and no Civil Court shall have jurisdiction, except the jurisdiction of Rent Controlling Authority under Section 36, to hear and decide the applications relating to disputes between landlord and tenant and matters connected with and ancillary thereto covered under this Act :

Provided that the Rent Tribunal shall, in deciding such applications relating to tenancies and premises, give due regard to the provisions of the Transfer of Property Act, 1882 (No. 4 of 1882), the Indian Contract Act, 1872 (No. 9 of 1872) or any other substantive law applicable to such matter in the same manner in which such law would have been applied had the dispute been brought before a Civil Court by way of suit.

Procedure of Rent Tribunal and Appellate Rent Tribunal.

31. (1) Subject to any rules that may be made under this Act, the Rent Tribunal and the Appellate Rent Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908 (No.5 of 1908) but shall be guided by the principle of natural justice and shall have power to regulate their own procedure, and the Rent Tribunal shall follow the following procedure, namely :—

- (a) the landlord or tenant may file an application before the Rent Tribunal accompanied by affidavits and documents, if any;
- (b) the Rent Tribunal then shall issue notice to the opposite party, accompanied by copies of application, affidavits and documents;
- (c) the opposite party shall file a reply accompanied by affidavits and documents, if any, after serving a copy of the same to the applicant;
- (d) the applicant may file a rejoinder, if any, after serving the copy to the opposite party;



- (e) the Rent Tribunal shall then fix a date of hearing and may hold such summary inquiry as it deems necessary.

(2) In every case before the Rent Tribunal and the Appellate Rent Tribunal the evidence of a witness shall be given by affidavit. However, the Rent Tribunal and the Appellate Rent Tribunal, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination, such witness can be produced and may order attendance for examination or cross-examination of such a witness.

(3) The provisions of the Code of Civil Procedure, 1908 (No.5 of 1908) regarding service of summons shall be applicable mutatis mutandis for service of notice by the Rent Tribunal or Appellate Rent Tribunal.

(4) Every application or appeal, so far as possible shall be in the model forms as prescribed.

(5) The Rent Tribunal shall not ordinarily allow more than three adjournments at the request of a party throughout the proceedings and in case he decides to do so, it shall record the reasons for the same in writing and order the party requesting adjournment to pay the reasonable cost.

(6) (a) All applications under clauses (a), (b), (c) and (d) of sub-section (2) of Section 18 shall be decided within 360 days of filing of application to the Rent Tribunal.

(b) Applications under clauses (e), (f) and (g) of sub-section (2) of section 18 shall be decided within 240 days of filing of application to the Rent Tribunal :

Provided that in case of special category of landlords listed in Schedule III the period shall be 180 days.

(c) Application under sub-section (3) of section 26 shall be decide within 60 days from the date of filing application.

32. (1) The Rent Tribunal and the Appellate Rent Tribunal for the purpose of discharging their functions under this Act, shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (No.5 of 1908) for the purposes of,—

Powers of Rent Tribunal and Appellate Rent Tribunal.

- (a) summoning and enforcing the attendance of any person and examining him on oath;
- (b) requiring the discovery and production of documents;
- (c) issuing commissions for examination of the witnesses or documents;
- (d) issuing commission for local investigation;
- (e) receiving evidence on affidavits ;
- (f) dismissing an application or appeal for default or deciding it ex-parte;
- (g) setting aside any order of dismissal of any application or appeal for default or any other order passed by it ex-parte;
- (h) execution of its order and decisions under this Act without reference to any civil court;
- (i) reviewing its orders and decisions;
- (j) any other matter which may be prescribed.



(2) Any proceeding before the Rent Tribunal or Appellate Rent Tribunal shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228, and for the purpose of section 196, of the Indian Penal Code, 1860 (No. 45 of 1860) and the Rent Tribunal and the Appellate Rent Tribunal shall be deemed to be a civil court for the purposes of section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973 (No.2 of 1974).

(3) For the purpose of holding any inquiry or discharging any duty under this Act, the Rent Tribunal may—

- (a) after giving not less than twenty-four hours notice in writing, enter and inspect or authorise any officer, subordinate to him, to enter and inspect, any premises at any time between sunrise and sunset;
- (b) by written order, require any person to produce for his inspection such books or documents relevant to the inquiry, at such time and at such place as may be specified in the order.

(4) The Rent Tribunal may, if he thinks fit, appoint one or more persons having special knowledge of the matter under consideration as an assessor or valuer to advise him in the proceeding before him.

(5) Any clerical or arithmetical mistake in any order passed by the Rent Tribunal or any other error arising out of any accidental omission may, at any time, be corrected by the Rent Tribunal on an application received by him in this behalf from any of the parties or otherwise.

(6) The Rent Tribunal may exercise the powers of a Judicial Magistrate First Class for the recovery of the fine under the provisions of the Code of Criminal Procedure, 1973 (No. 2 of 1974) and the Rent Tribunal shall be deemed to be a Magistrate under the said Code for the purposes of such recovery.

(7) An order made by a Rent Tribunal or an order passed in appeal or revision, or review under this Chapter shall be executable by the Rent Tribunal as a decree of a civil court and for this purpose, the Rent Tribunal shall have the powers of a civil court.

(8) The Rent Tribunal may set aside any order passed ex-parte if the aggrieved party files an application and satisfies him that notice was not duly served or that he was prevented by any sufficient cause from appearing when the case was called for hearing.

(9) Save as otherwise expressly provided in this Act, every order made by the Rent Tribunal shall, subject to decision in: appeal, be final and shall not be called in question in any original suit, application or execution proceedings.

Appeal.

33. (1) From every final order passed by the Rent Tribunal, an appeal shall lie to the Appellate Rent Tribunal, within the local limits. of whose jurisdiction the premises is situated and such an appeal shall be filed within a period of thirty days from the date of final order along with copy of such final order.

(2) The Appellate Rent Tribunal, upon filing an appeal under sub-section (1) shall serve notice, accompanied by copy of appeal to the respondent and fix a hearing not later than 30 days from the date of service of notice of appeal on the respondent and the appeal shall be disposed of within a period of one hundred and twenty days from the date of service of notice of appeal on the respondent.

(3) Where the Appellate Rent Tribunal considers it necessary in the interest of arriving at a just and proper decision, it may allow documents at any stage of the proceedings in appeal, however this facility would be available to the applicants only once during the hearing.



(4) The Appellate Rent Tribunal may in its discretion pass such interlocutory order during the pendency of the appeal, as it may deem fit.

(5) (a) While deciding the appeal, the Appellate Rent Tribunal after recording reasons therefor confirm, set aside or modify the order passed by a Rent Tribunal.

(b) The decision of the Appellate Rent Tribunal shall be final and no further appeal or revision shall lie against the order.

(6) On application of any of the parties and after notice to the parties and after hearing such of them as have desired to be heard, or of its own motion without such notice, the Principal Appellate Rent Tribunal may at any stage transfer any case from one Rent Tribunal to any other Rent Tribunal for disposal.

(7) Where any case has been transferred under sub-section (6), the Rent Tribunal to whom the case has been transferred, subject to any special direction in the order of transfer, proceed from the stage at which it was transferred.

34. (1) The Rent Tribunal shall, on application of any party, execute in the manner prescribed, a final order or any other order passed under this Act by adopting any one or more of the following modes, namely :-

Execution of the order.

- (a) delivery of possession of the premises to the person in whose favour the decision has been made;
- (b) attachment and sale of the movable or immovable property of the opposite party;
- (c) arrest and detention of the opposite party;
- (d) attachment of any one or more bank accounts of the opposite party and satisfaction of the amount of order to be paid from such account;
- (e) appointing any advocate or any other competent person including officers of the Rent Tribunal or local administration or local body for the execution of the order.

(2) The Rent Tribunal may take the help from the local government or local body or the local police for the execution of the final orders :

Provided that the help of police shall be obtained subject to payment of such cost by the litigants as may be decided by the Rent Tribunal.

(3) The Rent Tribunal shall conduct the execution proceedings in relation to a final order or any other order passed under this Act in summary manner and dispose of the application for execution made under this section within 30 days from the date of service of notice on opposite party.

CHAPTER VII

APPOINTMENT OF RENT CONTROLLING AUTHORITIES, THEIR POWERS, FUNCTIONS AND APPEALS

35. The Collector shall, with the previous approval of the State Government, appoint an officer, not below the rank of Deputy Collector to be the Rent Controlling Authority for the area within his jurisdiction to which this Act applies.

Appointment of
Rent Controlling
Authority.



Power and procedure of Rent Controlling Authority.

36. The Rent Controlling Authority shall have the same powers as are vested in Rent Tribunal under the Act, in any proceeding under Section 4,7,9,11,12,13,15,16 and 17 of the Act. The procedure as laid in section 31 and 34 of the Act shall be followed in disposal of such applications.

Appeals.

37. (1) An appeal shall lie against the order of the Rent Controlling Authority made under this Act to the Appellate Rent Tribunal having territorial Jurisdiction.

(2) An appeal under sub-section (1) shall be preferred within thirty days from the date of the order made by the Rent Controlling Authority.

(3) Save as otherwise expressly provided in this Act, every order made by the Rent Controlling Authority shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceeding.

CHAPTER VIII

MISCELLANEOUS

Jurisdiction of civil court barred in respect of certain matters.

38. (1) Save as otherwise provided in this Act, no civil court shall entertain any suit or proceeding in so far as it relates to the provisions of this Act.

(2) The jurisdiction of the Rent Tribunal shall be limited to tenancy contract submitted to it as per Schedule I and the question of title and ownership of premises shall be beyond its jurisdiction.

Court fees.

39. (1) The provisions of the Court-fees Act, 1870 (No. 7 of 1870) shall apply in respect of applications or appeals to be presented before the Rent Tribunal or Appellate Rent Tribunal or Rent Controlling Authority, as the case may be.

(2) The applications for recovery of possession made to the Rent Tribunal and the memorandum of appeals presented before the Appellate Rent Tribunal shall be treated as suits between the landlord and the tenant for the purposes of computation of court fees.

(3) The court fees on the application filed before the Rent Controlling Authority shall be same as of an interlocutory application presented in a civil court.

Members of Rent Tribunals, Appellate Rent Tribunals, and Rent Controlling Authorities to be deemed as public servants.

40. All Members of Rent Tribunals, Appellate Rent Tribunals, and Rent Controlling Authorities appointed under this Act shall be deemed to be public servants within the meaning of Section 21 of the Indian Penal Code, 1860 (No. 45 of 1860).

Members of Rent Tribunals and Appellate Rent Tribunal to function under the High Court.

41. The Members of Rent Tribunal and Appellate Rent Tribunal shall function under the administrative and disciplinary control of the High Court.

Protection of action taken in good faith.

42. No suit, prosecution or other legal proceeding shall lie against any Rent Tribunal or Appellate Rent Tribunal or Rent Controlling Authority in respect of anything which is in good faith done or intended to be done in pursuance of this Act.

Power to make rules.

43. (1) The State Government may, by notification, make rules to carry out the provisions of this Act.



(2) All rules made under this Act shall, as soon as may be after it is made, be laid on the table of the Legislative Assembly.

44. (1) If any difficulty arises in giving effect to the provisions of this Act, the State Government may, by order, not inconsistent with the provisions of this Act, remove the difficulty:

Power to remove difficulties.

Provided that no such order shall be made after the expiry of a period of two years from the commencement of this Act.

(2) Every order made under this section shall, as soon as may be after it is made, be laid on the table of the Legislative Assembly.

45. (1) The Madhya Pradesh Accommodation Control Act, 1961 (No. 41 of 1961) is hereby repealed.

Repeal and savings.

(2) Notwithstanding such repeal and subject to the provisions of this Act all cases and other proceedings under the said Act pending, at the commencement of this Act, shall be continued and disposed of in accordance with the provisions of the said Act, as if the said Act had continued in force and this Act had not been passed :

Provided that the plaintiff within a period of 180 days of coming into force of this Act shall be entitled to withdraw any suit or appeal or any other proceeding pending under the repealed Act with liberty to file fresh application in respect of the subject matter of such suit or appeal or any other proceeding under and in accordance with the provisions of this Act, and for the purposes of limitation, such application if it is filed within a period of 270 days from the commencement of this Act be deemed to have been filed on the date of filing of the suit which was withdrawn and in case of withdrawal of appeal or other proceedings on the date on which the suit was filed out of which such appeal or proceeding originated.

SCHEDULE I
(See section 4)

Form for Information of Tenancy

To,

The Rent Controlling Authority,
.....

1. Name of the Landlord :
2. Name of the Tenant :
3. Description of previous tenancy; if any :
4. Description of premises let to the tenant including appurtenant land, if any. :
5. Date from which possession is given to the tenant: :
6. Rent payable as in sections 9 and 11 :



7. Furniture and other equipment provided to the tenant :
8. Other charges payable :—
- (1) Electricity :
- (2) Water :
- (3) Extra furnishings, fittings and fixtures :
- (4) other services :
9. Attach lease agreement, if any :
10. Duration of tenancy (Period for which let) :

Name and Signature
of Landlord.

Name and Signature
of Tenant.

SCHEDULE II
[See section 16 (1)]

Division of maintenance responsibilities between the landlord and the tenants

As per Section 16, the landlord shall be responsible for repairs relating to matters falling under Part A and the tenant shall be responsible for matters falling under Part B.

Part A

Responsibilities of the Landlord

1. Structural repairs except those necessitated by damage caused by the tenant.
2. External and internal painting of walls and painting of doors and windows once in three years.
3. Changing and plumbing pipes when necessary.
4. Internal and external electrical wiring and related maintenance when necessary.
5. Common facilities and services including lifts, water supply, sump well etc.

Part B

Periodic repairs to be got done by the tenant

1. Changing of tap washers and taps.
2. Drain cleaning.
3. Water closet repairs.
4. Wash Basin repairs.
5. Bath tub repairs.
6. Geyser repairs.
7. Circuit breaker repairs.
8. Switches and socket repairs.
9. Repairs and replacement of electrical equipment except major internal and external wiring changes.



10. Kitchen fixtures repairs.
11. Replacement of knobs and locks of doors, cupboard, windows etc.
12. Replacement of flynets.
13. Replacement of glass panels in windows, doors etc.
14. Maintenance of gardens and open spaces let out to or used by the tenant.

SCHEDULE III
[See section 20 (1)]

SPECIAL CATEGORY OF LANDLORDS

Special category of landlords specified in sub-section (1) of Section 20 are as follows :—

1. Persons allotted residential premises by their employers and asked to vacate the same due to termination of service or change in rules or for any other reason.
2. Persons released or retired from armed force or air force or navy.
3. Persons retired from Government service.
4. Widows, divorcees or single women.
5. Person with disabilities.
6. A person who is of the age of 60 years and above.

STATEMENT OF OBJECTS AND REASONS

The present Bill namely the Madhya Pradesh Parisar Kirayedari Vidheyak, 2010 is to replace the existing Madhya Pradesh Accommodation Control Act, 1961 (No. 41 of 1961) with the object of regulating the tenancies and to provide for a balance relationship between the landlord and the tenant.

2. It has been observed by various experts and committees (prominent being Administrative Reforms Committee and National Commission on Urbanisation) that the rent control Acts, in their present form have not served the long term interests of the tenant. They have had a detrimental impact on maintenance of existing and on new investment in rental housing. The National Housing Policy 1994, the draft National Housing and Habitat Policy 1998, the National Urban Housing and Habitat Policy 2006 and Housing and Habitat Policy, 2007 of the State all have emphasized the need for reform in present rent control Acts to encourage investment in housing. The JNNURM (Jawaharlal Nehru National Urban Renewal Mission) has included reform in rent control Acts as part of the urban reform agenda.

3. On the basis of various recommendation of experts and consultations with the State Governments, the Ministry of Urban Development of Government of India prepared a model draft of Rent Control Legislation for consideration by the State Governments.

4. Taking into accounts the views of various experts, suggestion made in the model draft of Rent Control Legislation and circumstances prevailing in the State, the Madhya Pradesh Parisar Kirayedari Vidheyak has been proposed.

5. Hence this Bill.

Bhopal :
Dated, the 19th March, 2010.

JAYANT MALAIYA
Member-in-Charge.

नियंत्रक, शासकीय मुद्रण तथा लेखन सामग्री, मध्यप्रदेश द्वारा शासकीय केन्द्रीय मुद्रणालय, भोपाल से मुद्रित तथा प्रकाशित—2010.

