

A

JOGINDER PAL
v.
NAVAL KISHORE BEHAL

MAY 10, 2002

B

[R.C. LAHOTI AND B.N. AGRAWAL, JJ.]

Rent Control and Eviction :

C *East Punjab Rent Restriction Act, 1949: Section 13(3)(a)(ii)—Ground of
eviction—Bonafide requirement of landlord on the ground of “own use”—
Interpretation of—Held, Courts have to adopt a reasonable and balanced
approach based on the assumption that legislatures intended equal treatment
to be meted out to both the parties, viz. Landlord and tenants—It must be
D assigned a wider, liberal and practical, meaning and includes the requirement
of the member of the family/person to whom the landlord is dependent or who
is dependent on landlord.*

Statutory Interpretation:

E *When an expression not defined by the Legislature, Courts could give
colour and content to the expression based on the subject of legislation and
the context in which a word or expression is employed.*

F **Landlord-Respondent filed an eviction petition under Section
13(3)(a)(ii) of the East Punjab Rent Restriction Act on the ground of
bonafide requirement for the office of his son, who was a Chartered
Accountant residing with him. Tenant-Appellant was in occupation of
the suit premises for non-residential purpose. Rent Controller dismissed
the petition. Appellate Authority allowed the appeal of the landlord.
Aggrieved, tenant preferred a revision petition which was rejected by the
High Court. Hence this appeal.**

G **The Court issued notice limited to the question whether the
requirement of the landlord's son would fall within the phrase ‘his own
use’ under Section 13(3)(a)(ii) of the Act.**

H **It was contended for the appellant that the language of the provision
is plain and simple and not doubtful, and so the expression “his own use”**

should be interpreted literally according to the settled principles of interpretation. A

Dismissing the appeal, the Court

HELD : 1. Legislature is fair both to the tenants and the landlords. Courts have to adopt a reasonable and balanced approach while interpreting Rent Control Legislations starting with an assumption that an equal treatment has been meted out to both the sections of the Society. In spite of the overall balance tilting in favour of the tenants, while interpreting such of the provisions to take care of the interest of landlord, Court should not hesitate in leaning in favour of the landlords. Such provisions are engrafted in rent control legislations to take care of those situations where the landlord too is weak, feeble and feel humble. C

[1085-G, H; 1086-A, B]

Prabhakaran Nair and Ors. v. State of Tamil Nadu and Ors., [1987] 4 SCC 238; *Malpe Vishwanath Acaharya and Ors. v. State of Maharashtra and Anr.*, [1998] 2 SCC 1; *Arjun Khiamal Makhijani v. Jamnadas C. Tuliani and Ors.*, [1989] 4 SCC 612; *Mst. Bega Begum and Ors., v. Abdul Ahad Khan (dead) by Lrs. and Ors.*, [1979] 1 SCC 273 and *Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta*, [1999] 6 SCC 222, relied on. D

2.1. The judicial opinion leans entirely in favour of assigning the expression 'his own' requirement of the landlord a liberal, wide and useful-even an extended-meaning as that would advance the purpose of enacting the provision, discarding a narrow interpretation. The expression "for his own use" as occurring in Section 13(3)(a)(ii) of the Act cannot be narrowly construed. The expression must be assigned a wider, liberal and practical meaning. The requirement is not only the requirement of the landlord alone in the sense that the landlord must for himself require the accommodation and to fulfil the requirement he must himself physically occupy the premises but also the requirement of a member of the family or of a person on whom the landlord is dependent or who is dependent on the landlord, could be considered to be the requirement of the landlord for his own use. [1092-A, B, C] E F G

2.2. In several decisions the *pari materia* provisions were interpreted so as to include the requirement of the wife, husband, sister, children including son, daughter, a widowed daughter and her son, nephew, coparceners, members of family and dependents and kith and kin, the H

A requirement of landlord as “his” or “his own” requirement and user. Keeping in view the social or socio-religious milieu and practices prevalent in a particular section of society or a particular region, to which the landlord belongs, it may be an obligation of the landlord to settle a person closely connected with him to make him economically independent so as to support himself and/or the landlord. To discharge such obligation the landlord may require the tenancy premises and such requirement would be the requirement of the landlord. If the requirement is of actual user of the premises by a person other than the landlord himself the Court shall with circumspection inquire: (i) whether the requirement of such person can be considered to be the requirement of the landlord, and (ii) whether there is a close inter-relation or identity nexus between such person and the landlord so as to satisfy the requirement of the first query. [1092-C, D, E, F]

Mst. Bega Begum and Ors. v. Abdul Ahad Khan (dead) by Lrs. and Ors., [1979] 1 SCC 273, relied on

D *B. Balaiah v. Chandoor Lachaih*, AIR (1965) Andhra Pradesh 435; *V.M. Deshmukh v. K.M. Kothari and Ors.*, (1951) N.L.J. 250; *Balabhadra Beharilal v. Premchand Lalchand and Ors.*, AIR (1953) Nagpur 144; *Nand Rani v. Additional District Judge, Moradabad and Anr.*, AIR (1980) Allahabad 148; *Nanlal Goverdhandas & Co. and Ors. v. Smt. Samratbai Lilachand Shah*, AIR (1981) Bom. 1; *Institute of Radio Technology and Ors. v. Pandurang Baburao*, AIR (1946) Bombay 212; *Bidhubhusan Sen v. Commissioner, Patna Division, Patna and Anr.*, (1955) BLJR 654; *Puspa Lata Debi v. Dinesh Chandra Das*, 85 C.L.J. 74; *K. Govindarajulu v. Savithramma*, (1969) 2 RCJ 107; *Dr. Syed Sibgathullah v. C.M. Abdul Aziz Khan*, (1983) 1 RCJ 516; *R.V. Dharmalinga Mudaliar v. K. Annamalai*, (1982) 1 RCJ 699; *Smt. Krishna Devi v. Smt. Parmeshwari Devi*, (1977) 2 RCJ 529 and *J.L. Mehta v. Smt. Hira Devi*, (1970) DLT 484, approved.

Ravindra Kumar Pujara v. Gian Chand, AIR (1987) Punjab & Haryana 31, overruled.

F 3.1. It is true that ordinary rule of construction is to assign the word a meaning which it ordinarily carries. But the subject of legislation and the context in which a word or expression is employed may require a departure from the rule of literal construction. [1093-F]

G *Onkar Nath v. Ved Vyas*, (1980) 4 SCC 270, held inapplicable.

Statutory Interpretation by Justice G.P. Singh, referred to.

3.2. In providing key to the meaning of any word or expression the context in which it is set has significance. Colour and content emanating from context may permit *sense* being preferred to mere *meaning* depending on what is sought to be achieved and what is sought to be prevented by the legislative scheme surrounding the expression. Requirement of landlord for his own use, is an expression capable of attributing an intention to the legislature that what was intended to be fulfilled is such requirement as would persuade the landlord to have the premises vacated by the tenant, to forego the rental income, and to put the premises to such use as the landlord would deem to be his own use and in the given facts and circumstances of a case the Court too would hold it to be so in contradistinction with a mere ruse to evict the tenant. The legislature intending to protect the tenant also intends to lift the protection when it is the requirement of landlord to put the accommodation to such use as he intends, away from leasing it out. [1095-E, F, G, H]

3.3. Purpose of the Act is to restrict increase of rent and the eviction of tenants in urban areas. Still the Legislature has taken care to provide grounds for eviction, one of them being the requirement of the landlord. The concept of requirement need to be meaningfully construed, otherwise the provision may suffer from the risk of being branded as unreasonable, arbitrary or as placing uncalled for and unreasonable restrictions on the right of the owner to hold and use his property. A construction on the expression "for his own use" could not be placed in such a way as to deny the landlord a right to evict his tenant when he needs the accommodation for his own son to settle himself well in his life. Court has to give colour and content to the expression and provide the skin of a living thought to the skeleton of the words which the Legislature has not itself chosen to define. The Indian Society, its customs and requirements and the context where the provision is set in the legislation are the guides leading to acceptance of the meaning to be assigned to the words 'for his own use' in Section 13(3)(a)(ii) of the Act. [1095-H; 1096-A, B, C]

Kesavananda Bharti v. State of Kerala, [1973] 4 SCC 225, 316 and *Union of India v. Sankalchand Himatlal Sheth and Anr.*, [1977] 4 SCC 193, referred to.

Bidie v. General Accident, Fire and Life Assurance Corporation, [1948] 2 All ER 995, 998, referred to.

A *The Interpretation of Statutes (Twelfth Edition) by Maxwell*, referred to.

4. The phrase 'for his own use' as occurring in Section 13(3)(a)(ii) of the East Punjab Urban Rent Restriction Act, 1949 must receive a wide, liberal and useful meaning rather than a strict or narrow construction. The expression - landlord requires for 'his own use' - is not confined in its meaning to actual physical user by the landlord personally. The requirement not only of the landlord himself but also of the normal, 'emanations' of the landlord is included therein. In order to ascertain the requirement of the landlord and landlord's own occupation or user would depend on the nature and degree of relationship and/or dependence between the landlord pleading the requirement as 'his own' and the person who would actually use the premises, the circumstances in which the claim arises and is put forward, and the intrinsic tenability of the claim. Court on being satisfied of the reasonability and genuineness of claim, as distinguished from a mere ruse to get rid of the tenant, would uphold the landlord's claim. While casting its judicial verdict, Court shall adopt a practical and meaningful approach guided by the realities of life. In the present case, the requirement of landlord of the suit premises for user as office of his Chartered Accountant son is the requirement of landlord 'for his own use' within the meaning of Section 13(3)(a)(ii).

[1092-B-C-E-F]

E

CIVIL APPELLATE JURISDICTION : Civil Appeal No. 3494 of 2002.

F From the Judgment and Order dated 30.5.2001 of the Punjab and Haryana High Court in C.R. No. 2976 of 2001.

S.B. Upadhyay for the Appellant.

Sudhir Chandra, Jasbir Malik for S.K. Sabbarwal for the Respondent.

The Judgment of the Court was delivered by

G

R.C. LAHOTI, J. Leave granted.

H An eviction petition filed by the landlord-respondent urging the ground for eviction under Section 13(3)(a)(ii) of the East Punjab Urban Rent Restriction Act, 1949 (hereinafter the Act, for short), was dismissed by the Rent Controller but allowed by the Appellate Authority. The decree has been

maintained in civil revision preferred by the tenant in the High Court of Punjab & Haryana. The tenant has filed this appeal by special leave.

The finding of fact arrived at, and immune from challenge before this Court, is that the suit premises situated on the ground floor of the building owned by the landlord-respondent is in occupation of the tenant-appellant for non-residential purpose. The same is required by the landlord-respondent for the office of his son who is a chartered accountant residing with the landlord-respondent. On 31.8.2001 Shri S.P. Upadhyay, the learned counsel for the appellant placed forceful reliance on a Division Bench decision of the High Court in *Ravinder Kumar Pujara v. Gian Chand* AIR (1987) Punjab & Haryana 31 and successfully persuaded this Court to issue notice limited to the question whether the requirement of chartered accountant son of the landlord is relevant to direct eviction of the tenant under Section 13(3)(a)(ii) abovesaid. The provision reads as under :-

13. Eviction of tenants. (1) xxx xxx

(2) xxx xxx xxxx

(3) (a) A landlord may apply to the Controller for an order directing the tenant to put the landlord in possession xxx xxx xxxx

(ii) in the case of a non-residential building or rented land, if

(a) he requires it for his own use;

Incidentally, it may be mentioned that the East Punjab Urban Rent Restriction (Amendment) Act, 1956, by Section 2 thereof deleted the words "a non-residential building or" from the abovesaid provision. However, this amendment was held *ultra vires* the Constitution in *Harbilas Rai Bansal v. State of Punjab and Anr.*, [1996] 1 SCC 1, and this Court directed that as a consequence of the amendment having been declared constitutionally invalid the original provision of the Act as was operating before the Amendment stands restored and a landlord under the Act can seek eviction of a tenant from a non-residential building on the ground that he requires it for his own use. Presently, the question to be determined is - what construction should be placed on the phrase 'his own use'? Should it be assigned a narrow meaning that it is the individual requirement of the landlord or in other words the requirement of the landlord and the landlord alone which is germane to the provision or should we assign a wide and liberal meaning to the expression treating it a vibrant one so as to respect the context in which it has been used

A feeling the pulse of the object behind the provision.

It will be useful to state the principles relevant for interpretation of a provision contained in a Rent Control Law like the one with which we are dealing. The spurt of provincial rent control legislations is a necessary consequence of population explosion. In *Prabhakaran Nair and Ors. v. State of Tamil Nadu and Ors.*, [1987] 4 SCC 238, the Court noticed craving for a home - a natural human instinct, intensified by post-war migration of human-beings en block place to place, the partition of the country and uprooting of the people from their hearth and home as vital factors leading to acute housing shortage persuading the Legislatures to act and enact Rent Control Laws. The

B Court emphasized the need of making the landlord and tenant laws rational, humane, certain and capable of being quickly implemented. Benefit of society at large needs an equalistic balance being maintained between apparently conflicting interests of the owners of the property and the tenant by inducing and encouraging the landlords to part with available accommodation for reasonable length of time to accommodate tenants without unreasonably

C restricting their right to have the property being restored to them, more so, when they genuinely require it. Such limited safeguarding of landlords' interest ensures a boost to construction activity which in turn results in availability of more houses to accommodate more human souls with roof on their heads. Sabyasachi Mukharji, J., as His Lordship then was, articulated the empty truism in such words as have become an oft quoted quotation "tenants are in all cases not the weaker sections. There are those who are weak both among the landlords as well as the tenants".

D In *Malpe Vishwanath Acharya and Ors. v. State of Maharashtra and Anr.*, [1998] 2 SCC 1 this Court emphasized the need of social legislations like the Rent Control Act striking a balance between rival interests so as to be just to law. "The law ought not to be unjust to one and give a disproportionate benefit or protection to another section of the society". While the shortage of accommodation makes it necessary to protect the tenants to save them from exploitation but at the same time the need to protect tenants is coupled with an obligation to ensure that the tenants are not conferred with a benefit disproportionately larger than the one needed. Socially progressive legislation must have a holistic perception and not a short-sighted parochial approach. Power to legislate socially progressive legislations is coupled with a responsibility to avoid arbitrariness and unreasonability. A legislation impregnated with tendency to give undue preference to one section, at the cost of constraints by placing shackles on the other section, not only entails

E miscarriage of justice but may also result in constitutional invalidity.

F

G

H

In *Arjun Khiamal Makhijani v. Jamnadas C. Tuliani and Ors.*, [1989] 4 SCC 612, this Court dealing with Rent Control Legislation observed that provisions contained in such legislations are capable of being categorized into two : those beneficial to the tenants and those beneficial to the landlord. As to a legislative provision beneficial to landlord, an assertion that even with regard to such provision an effort should be made to interpret it in favour of the tenant, is a negation of the very principle of interpretation of a beneficial legislation.

The need for reasonable interpretation of Rent Control Legislations was emphasized by this Court in *Mst. Bega Begum and Ors. v. Abdul Ahad Khan (dead) by Lrs. and Ors.*, [1979] 1 SCC 273. Speaking in the context of reasonable requirement of landlord as a ground for eviction the Court guarded against any artificial extension entailing stretching or straining of language so as to make it impossible or extremely difficult for the landlord to get a decree for eviction. The Court warned that such a course would defeat the very purpose of the Act which affords the facility of eviction of the tenant to the landlord on certain specified grounds. In *Kewal Singh v. Lajwanti*, [1980] 1 SCC 290 this Court has observed, while the rent control legislation has given a number of facilities to the tenants it should not be construed so as to destroy the limited relief which it seeks to give to the landlord also. For instance one of the grounds for eviction which is contained in almost all the Rent Control Acts in the country is the question of landlord's *bona fide* personal necessity. The concept of *bona fide* necessity should be meaningfully construed so as to make the relief granted to the landlord real and practical. Recently in *Shiv Sarup Gupta v. Dr. Mahesh Chand Gupta*, [1999] 6 SCC 222, the Court has held that the concept of *bona fide* need or genuine requirement needs a practical approach instructed by realities of life. An approach either too liberal or too conservative or pedantic must be guarded against.

The Rent Control Legislations are heavily loaded in favour of the tenants treating them as weaker sections of the society requiring legislative protection against exploitation and unscrupulous devices of greedy landlords. The Legislative intent has to be respected by the Courts while interpreting the laws. But it is being uncharitable to Legislatures if they are attributed with an intention that they lean only in favour of the tenants and while being fair to the tenants go to the extent of being unfair to the landlords. The Legislature is fair to the tenants and to the landlords both. The Courts have to adopt a reasonable and balanced approach while interpreting Rent Control Legislations

- A starting with an assumption that an equal treatment has been meted out to both the sections of the society. In spite of the overall balance tilting in favour of the tenants, while interpreting such of the provisions as take care of the interest of landlord the Court should not hesitate in leaning in favour of the landlords. Such provisions are engrafted in rent control legislations to take care of those situations where the landlord too are weak and feeble and feel humble.
- B

- Both the learned counsel for the parties submitted that so far as the expression 'his own use' as occurring in Section 13(3)(a)(ii)(a) is concerned no occasion has hitherto before arisen enabling this Court making an authoritative interpretation and pronouncement. The nearest available decision is *Mst. Bega Begum and Ors.* (supra) which has been referred to by the High Court in its impugned judgment and was relied on by Shri Sudhir Chandra, the learned senior counsel for the landlord-respondent. Section 11(1)(h) of J & K Houses and Shops Rent Control Act, 1966 provides for the tenant being evicted if the landlord requires the house for 'his own occupation'. The Court held that the provision is meant for the benefit of the landlord and therefore it must be so construed as to advance the object of the Act. The word "own occupation" contemplates the actual possession of the landlord whether for his own residence or for his business. Furthermore, the provision is wide enough to include the necessity of not only the landlord but also of the persons who are living with him as members of the same family. The words "own occupation" cannot be so narrowly interpreted as to indicate actual physical possession of the landlord personally and nothing more than that.
- C
- D
- E

- We may refer to a few decided cases of different High Courts wherein *pari materia* provisions contained in different legislations were considered by different High Courts.
- F

- In *B. Balaiah v. Chandoor Lachaiah*, AIR (1965) Andhra Pradesh 435, Section 10(3)(a)(iii) of the Andhra Pradesh Buildings (Lease, Rent and Eviction) Control Act, 1960 came up for consideration of the Division Bench. The landlord could seek a direction for recovery of possession of the building "for the purpose of a business which he is carrying on" or which "the landlord bona fide proposes to commence". The Division Bench made a review of the decisions delivered by different High Courts under local Rent Control Legislations and held that these expressions are not necessarily confined to the physical requirement of the landlord himself. Such expression ought to be construed liberally and not in a narrow way. They are susceptible to a wide
- G
- H

meaning and include within the meaning of "own" not only the members of the landlord's family but also those persons who are socially or economically dependent on him and whose responsibilities he has accepted. This is based on the necessity of realizing that the family in India, whether joint or separate, is the social unit of Indian civilization and it is of greater public importance to keep it together. The Division Bench concluded by holding that the expression "landlord" or "his" must include all normal emanations of the landlord so as to include his wife and children though on a strict construction of the expression they may not be available to be included within "landlord himself". The requirement of a major son and a coparcener in a joint Hindu family intending to start a business was deemed to be the requirement of landlord himself. This decision was cited with approval in *Mst. Bega Begum and Ors.'s* case (supra).

Sub-Clause (vi) of Clause 13 of C.P. and Berar Letting of Houses and Rent Control Order, 1949 provides one ground for eviction as 'that the landlord needs the house or a portion thereof for the purpose of his bona fide occupation'. In *V.M. Deshmukh v. K.M. Kothari and Ors.*, (1951) N.L.J. 250, the Division Bench quoted from *Smith v. Penny* - (1946) 2 All England Reports 672 - "the family is the unit of our civilization. To keep the family together is of high public importance" and held that the word "his" must be interpreted so as to include the family and not in a narrow way and in the context of business the words - "his own" of the landlord - should be defined as meaning something in which the landlord or his family have pecuniary interest. The need of the landlord's wife who was a medical practitioner wanting to run a maternity home was held covered by clause 13(3)(vi) abovesaid. On the same principle, in *Balabhadra Beharilal v. Premchand Lalchand and Ors.*, AIR (1953) Nagpur 144, the need of a widowed daughter and her children was held to be 'his own' need of the landlord. The Division Bench observed that no doubt after marriage the daughter passes out of the father's family and goes into that of the husband but marriage does not sever the blood relationship which exists between a father and his daughter. The existence of this relationship does give rise to certain moral obligations and in pursuance thereof where a father affords support to his daughter and her children, their needs become his needs. It was held that the phraseology employed by the Legislature could not restrict a landlord's needs to his personal needs and would include not only the members of the landlord's family but also of all those persons who are dependent on him and whose responsibilities he has adopted.

A Section 21 of U.P. Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 provides for the accommodation being released if *bona fide* required by the landlord for occupation by himself or members of his family or for any person for whose benefit it is held by him. In *Nand Rani v. Additional District Judge, Moradabad and Anr.*, AIR (1980) Allahabad 148, the need was for setting up daughter's son in business. The daughter's son was not a member of the family nor the accommodation could be said to be held for his benefit. The Court held that the provisions of the Act cannot be read so as to put an end to the ties of affection, friendship, kinship or sheer necessity. In appropriate circumstances the landlord may be so much concerned with and interested in the requirement of or for another person, who is not a member of his family as defined in Section 3(g), that the requirement may be properly regarded as the landlord's own requirement depending on the extent of landlord's identification with the person concerned to be determined on the evidence and circumstances of the particular case.

D Section 13(1)(g) of Bombay Rents, Hotel and Lodging House Rates Control Act, 1947 entitles a landlord to recover possession of any premises on the Court being satisfied that "the premises are reasonably and bona fide required by the landlord for occupation by himself or by any person for whose benefit the premises are held". In *Nanlal Goverdhandas & Co. and Ors. v. Smt. Samratbai Lilachand Shah*, AIR (1981) Bom 1, the High Court construed the import of words "by himself" and held that "for occupation by himself" do not restrict the proposed occupation to the occupation of landlord alone but may include the occupation by member of his family. The requirement of the landlord for occupation by the dependent of the landlord may be the requirement by the landlord. In a given case the landlord may be dependent upon a person and it may be the necessity of the landlord that such other person should occupy the premises. If emotionally the landlord feels that a relation of his such as daughter or son-in-law should stay with him, it can be regarded as the requirement by the landlord of the premises 'for occupation by himself'. This is as regards residential premises. In case of non-residential premises if the landlord's interests are shown to be linked with the occupation of those premises by some one for whom he is seeking the possession of the suit premises it can be said that the requirement of the landlord for occupation by himself is established. The High Court also held that if there is a moral or legal obligation of the landlord to provide accommodation to a particular person then the requirement by the landlord for occupation of that person may squarely fall under Section 13(1)(g). Having taken into consideration the several precedents from different High Courts

the learned Judge held that the determinative test underlying the several propositions propounded by the High Courts is the basic fact that the requirement is by the landlord and that there must be a nexus between the interests of the landlord and the one who would physically occupy the premises so as to tantamount to occupation of the premises "by himself", i.e., the landlord. In *Institute of Radio Technology and Ors. Vs. Pandurang Baburao* AIR 1946 Bombay 212, Section 11 of Bombay Rent Restriction Act, 1939 was dealt with by the Division Bench and the words "his own occupation" were held to include occupation by all persons who are dependent on the landlord.

A Division Bench of Patna High Court has opined in *Bidhubhusan Sen v. Commissioner, Patna Division, Patna and Anr.*, (1955) BLJR 654, that the expression "his own occupation" as occurring in sub-Section (3)(a) of Section 11 of the Bihar Buildings (Lease, Rent and Eviction) Control Act, 1947 does not mean only the occupation of the landlord himself but includes the occupation of other persons who live with the landlord and are economically dependent on him. The requirement of nephew, who's maintenance was responsibility of the landlord was held to be covered by the expression 'his own occupation' of the landlord.

In *Puspa Lata Debi v. Dinesh Chandra Das*, 85 C.L.J. 74, P.B. Mukharji, J. (as His Lordship then was) observed that the expression "for his own occupation" in Section 11(1)(f) of W.B. Premises Rent Control (Temporary Provisions) Act, 1948 does not necessarily mean of the particular individual alone but must be widely interpreted to include the family and dependents. The context of social order, the habits and ideas of living and the religious and socio-religious customs of the community to which the individual concerned belongs are relevant determining factors.

Section 21 (1)(h) of Mysore Rent Control Act, 1961 contemplates an order of eviction being passed only if the premises are reasonably and *bona fide* required by the landlord for occupation by himself. In *K. Govindarajulu v. Savithramma*, (1969) 2 RCJ 107, the landlady required the tenancy premises, non-residential in nature, for her husband, a retired doctor, and her daughter, who had resigned her job as a house surgeon, both of them wanting to run a nursing home and a clinic in the tenancy premises. The husband and the daughter were living together with the landlady. The Mysore High Court held that the words "occupation by himself" should be understood to mean not merely the landlord or the landlady but also the husband or the wife or the

A children or the other dependents. In the predecessor provision the requirement of members of the landlord's family was also included but the same was deleted. In the opinion of Myscre High Court that amendment did not make any difference.

B Similar provision is contained in Section 21(1)(h) of Karnataka Rent Control Act, 1961. In *Dr. Syed Sibgathullah v. C.M. Abdul Aziz Khan*, (1983) 1 RCJ 516, the Division Bench consisting of M.N. Venkatachaliah and M. Rama Jois, JJ. (as their Lordships were then) cited with approval the decision of Court of Appeal of England in *Riches v. Wilson*, 1963 (2) All England Reports 336, in which Willmer, L.J. interpreting the expression 'himself' used in paragraph (h) of Schedule-I to the English Rent and Mortgage Interest Restrictions (Amendment Act 1933) had held, "quite plainly the expression "himself" must include all the normal 'emanations of himself", and concluded to say, - "So, the test by the application of which I should decide this case is whether it could be said that when the sister lives in the premises, the landlord himself lives there through his sister. If he does the sisters occupation is the occupation of the landlord 'by himself' and the household would then be a common household. If that be the true position, the landlord should get an order for possession." The Division Bench followed the Bombay and Mysore view (which we have already referred to) and held that the submission that 'himself' refers to landlord in person or his dependent who resides with him and not separated is too technical and artificial a construction which if accepted would rob the provision of its real intention and purpose and it does not merit acceptance. The Court proceeded to note a variety of circumstances by reference to which the actual occupation of the premises by another has to be regarded constructively as the occupation by the 'emanation' of the landlord himself. "It is not possible to state exhaustively all the circumstances in which the physical occupation of a person other than the landlord would have to be registered as occupation by the landlord himself. A few illustrations, however, would bring home the point. For instance, the occupation of the premises by a person who is economically dependent on the landlord, the occupation of the premises by a major son or daughter including a married daughter whose residence in the premises is genuinely desired by the landlord, the occupation of the premises out of necessity by those who are kith and kin of the landlord for the purpose of the Dr. (sick) education or medical treatment as the case may be as genuinely desired by the landlord, would have to be regarded as occupation by the landlord himself." The Division Bench however sounded a note of caution and clarified - "the Court should be circumspect

H in finding out as to whether having regard to the facts and circumstances of

the case and the evidence adduced such occupation could be regarded as occupation by the landlord himself or was only a ruse to get an order of eviction." The Court further observed that all the relevant factors and attendant circumstances shall have to be taken into consideration besides (i) the degree of relationship or dependence, (ii) the circumstances under which the landlord's claim for the premises arises and put forward; (iii) the intrinsic tenability of the claim having regard to the realities of life and the social mores and the like and shall have all to be put into the scales and go into the judicial verdict. A B

Section 10(3)(c) of Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 provides for tenant placing the landlord in possession "if he requires additional accommodation for residential purpose or for purposes of a business which he is carrying on". Consistent view of Madras High Court as noted in *R.V. Dharmalinga Mudaliar v. K. Annamalai*, (1982) 1 RCJ 699, is that the phraseology employed needs a wider interpretation and includes therein the requirement of either himself or any other opportunity of his or her family as such an approach stands to reason, justice, equity and good conscience. D The requirement of the landlord's first wife's son working independently so as to set up him and his family was held covered by the provision. C

Two decisions by Delhi High Court though dealing with requirement for residential purpose may yet be noted for their utility. Section 14(1)(e) of Delhi Rent Control Act, 1958 contemplates the landlord requiring the suit premises bona fide 'for himself' as a ground of eviction. In *Smt. Krishna Devi v. Smt. Parmeshwari Devi*, (1977) 2 RCJ 529, the landlady required the premises for the family of her married daughter to come and live with her as she was unable to look after herself and thus the requirement which she pleaded was for herself covered within the meaning of the word "himself". E F It was held that the relationship was immaterial so long as the requirement was a genuine one and was meant to serve the need of the landlady.

In *J.L. Mehta v. Smt. Hira Devi*, (1970) DLT 484, it was held that assigning a restricted meaning to the word 'himself' would lead to anomalous and unreasonable results. The requirement of the sons of the landlady who were married and earning for themselves was held to be included within the requirement of 'himself' for the landlady. G

The preceding reference to several decisions rendered by different High Courts under different State Legislations is not intended by any means to be an exhaustive survey of available case law. We have set out only by way of illustrations the decision on which we could lay our hands in the plethora of H

A precedents to show the meaning assigned to the words “his own” generally by the High Courts in the country dealing with different fact-situations. The judicial opinion leans entirely in favour of assigning the expression ‘his own’ requirement of the landlord a liberal, wide and useful-even an extended-meaning as that would advance the purpose of enacting the provision, discarding a narrow interpretation.

B

We are of the opinion that the expression ‘for his own use’ as occurring in Section 13(3)(a)(iii) of the Act cannot be narrowly construed. The expression must be assigned a wider, liberal and practical meaning. The requirement is not the requirement of the landlord alone in the sense that the landlord must for himself require the accommodation and to fulfill the requirement he must

C

himself physically occupy the premises. The requirement of a member of the family or of a person on whom the landlord is dependent or who is dependent on the landlord can be considered to be the requirement of the landlord for his own use. In the several decided cases referred to hereinabove we have found the *pari materia* provisions being interpreted so as to include the

D

requirement of the wife, husband, sister, children including son, daughter, a widowed daughter and her son, nephew, coparceners, members of family and dependents and kith and kin in the requirement of landlord as “his” or “his own” requirement and user. Keeping in view the social or socio-religious milieu and practices prevalent in a particular section of society or a particular region, to which the landlord belongs, it may be obligation of the landlord

E

to settle a person closely connected with him to make him economically independent so as to support himself and/or the landlord. To discharge such obligation the landlord may require the tenancy premises and such requirement would be the requirement of the landlord. If the requirement is of actual user

F

of the premises by a person other than the landlord himself the Court shall with circumspection inquire : (i) whether the requirement of such person can be considered to be the requirement of the landlord, and (ii) whether there is a close inter-relation or identity nexus between such person and the landlord so as to satisfy the requirement of the first query. Applying the abovesaid tests to the facts of the present case it is clear that the tenancy premises are required for the office of the landlord’s son who is a chartered accountant.

G

It is the moral obligation of the landlord to settle his son well in his life and to contribute his best to see him economically independent. The landlord is not going to let out the premises to his son and though the son would run his office in the premises the possession would continue with the landlord and in a sense the actual occupation by the son would be the occupation by the landlord himself. It is the landlord who requires the premises for his son and

H

in substance the user would be by landlord for his son's office. The case squarely falls within the scope of Section 13(3)(a)(ii) of the Act. A

Ravinder Kumar Pujara's case (supra) relied on by the learned counsel for the tenant-appellant which holds that setting up of independent business of the son of the landlord is not covered by Section 13(3)(a)(ii) of the Act takes too narrow a view of the provision; it does not lay down the correct law and is overruled. B

Learned counsel for the appellant also invited our attention to *Onkar Nath v. Ved Vyas*, [1980] 4 SCC 270, wherein Section 13(3)(a)(i) of this very Act, which is a provision dealing with requirement of a residential building for own occupation by the landlord, came up for the consideration of this Court. The Court was not called up to interpret the expression 'his own occupation'. There were inadequacies of pleadings and total absence of proof as to non-availability of other residential building and as to non-vacating of any building without sufficient cause by the landlord after the commencement of the Act. As the landlord failed to allege and prove the latter two out of the three requirements of the provision this Court held the landlord not entitled to any relief and in that context observed that the Statute beneficially designed to protect tenants from unreasonable evictions has taken care to put restrictions which must be rigorously constructed to fulfil the purpose of the Statute. The case has no applicability and relevance for resolving the issue arising for our consideration in the present case and observation made by the Court cannot be read divorced from the context. C D E

The learned counsel for the appellant submitted that the language of the provision is plain and simple, not doubtful, and hence the expression 'his own use' should be interpreted literally according to well settled canon of interpretation. It is true that ordinary rule of construction is to assign the word a meaning which it ordinarily carries. But the subject of legislation and the context in which a word or expression is employed may require a departure from the rule of literal construction. The following passage from *Statutory Interpretation* by Justice G.P. Singh (Eighth Edition, 2001, at pp.81-82) is an appropriate guide to the case at hand : F G

"No word", says Professor H.A. Smith "has an absolute meaning, for no words can be defined in vacuo, or without reference to some context". According to Sutherland there is a "basic fallacy" in saying "that words have meaning in and of themselves", and "reference to the abstract meaning of words", states Craies, "if there be any such H

- A thing, is of little value in interpreting statutes". in determining the meaning of any word or phrase in a statute the first question to be asked is "what is the natural or ordinary meaning of that word or phrase in its context in the statute? It is only when that meaning leads to some result which cannot reasonably be supposed to have been the intention of the Legislature, that it is proper to look for some other possible meaning of the word or phrase". The context, as already seen, in the construction of statutes, means the statute as a whole, the previous state of the law, other statutes in *para materia* the general scope of the statute and the mischief that was intended to remedy."
- B
- C Words cannot be construed in *vacuo*. In *Bidie v. General Accident, Fire and Life Assurance Corporation*, (1948) 2 All ER 995, 998, Lord Greene observed" The first thing one has to do, I venture to think, in construing words in a Section of an Act of Parliament is not to take those words in *vacuo* so to speak, and attribute to them what is sometimes called their natural or ordinary meaning. Few words in the English language have a
- D natural or ordinary meaning in the sense that they must be so read that their meaning is entirely independent of their context. The method of construing statutes that I prefer is not to take particular words and attribute to them a sort of *prima facie* meaning which you may have to displace or modify. It is to read the statute as a whole and ask oneself the question : 'In this state,
- E in this context, relating to this subject-matter, what is the true meaning of that word?" In *Towne v. Eisner*, (1917) 245 US 418m 425, Homes, J. observed "A word is not a crystal, transparent and unchanged; it is the skin of living thought and may vary greatly in colour and content according to the circumstances and the time in which is used." Both these decisions were cited with approval by Chief Justice Sikri in *Kesavananda Bharti v. State of Kerala*,
- F [1973] 4 SCC 225, 316.
- In *Union of India v. Sankalchand Himatlal Sheth and Anr.*, [1977] 4 SCC 193, Bhagwati, J. held that the words used in Statute cannot be read in isolation; their colour and content are derived from their context and, therefore, every word in a statute must be examined in its context. His Lordship explained
- G what he meant by the word 'context' and proceeded to say "I mean it in its widest sense as including not only other enacting provisions of the same statute, but its preamble, the existing state of the law, other statutes in *pari materia* and the mischief which the statute intended to remedy". His Lordship called upon the courts faced with the task of assigning meaning to a word to
- H remember that a statute always has some purpose or object to accomplish

whose sympathetic and imaginative discovery is the surest guide to its meaning. A
 The literal construction should not obsess the court because it has only prima
 facie preference. Krishna Iyer, J. in his separate opinion emphasized the need
 of keeping in view "the roots of the past, the foliage of the present and the
 seeds of the future" while understanding and interpreting a statute and held
 that judicial interpretation should not be imprisoned in verbalism and words
 lose their thrust when read in vacuo. In *Maharaj Singh v. State of Uttar* B
Pradesh, [1977] 1 SCC 155, this Court held that the context would quite
 often provide the key to the meaning of the word and the sense it should
 carry. Its setting would give colour to it and provide a cue to the intention
 of the Legislature in using it.

Maxwell on The Interpretation of Statutes (Twelfth Edition) states, while
 dealing with beneficial construction of statute, the Judges "faced with a choice
 between a wide meaning which carries out what appears to have been the
 object of the legislature more fully, and a narrow meaning which carries it
 out less fully or not at all, they will often choose the former" (at page 92). D
 The rule of construction most agreeable to justice and reason is to presume
 against intending what is inconvenient or unreasonable. "In determining either
 the general object of the Legislature, or the meaning of its language in any
 particular passage, it is obvious that the intention which appears to be most
 in accord with convenience, reason, justice and legal principles should, in all
 cases of doubtful significance, be presumed to be the true one" (at page 199). E

In providing key to the meaning of any word or expression the context
 in which it is set has significance. Colour and content emanating from context
 may permit sense being preferred to mere meaning depending on what is
 sought to be achieved and what is sought to be prevented by the legislative
 scheme surrounding the expression. Requirement of landlord for his own use, F
 is an expression capable of attributing an intention to the legislature that what
 was intended to be fulfilled is such requirement as would persuade the landlord
 to have the premises vacated by the tenant, to forego the rental income, and
 to put the premises to such use as the landlord would deem to be his own use
 and in the given facts and circumstances of a case the Court too would hold G
 it to be so in contradistinction with a mere ruse to evict the tenant. The
 legislature intending to protect the tenant also intends to lift the protection
 when it is the requirement of landlord to put the accommodation to such use
 as he intends, away from leasing it out.

We have already noticed that the purpose of the Act is to restrict increase H

- A of rent and the eviction of tenants in urban areas. Still the Legislature has taken care to provide grounds for eviction, one of them being the requirement of the landlord. We have to strike a balance between the need of protecting the tenants from unjustified evictions and the need for eviction when ground for eviction is one such as the requirement of the landlord. If we do not
- B meaningfully construe the concept of requirement the provision may suffer from the risk of being branded as unreasonable, arbitrary or as placing uncalled for and unreasonable restrictions on the right of the owner to hold and use his property. We cannot place a construction on the expression 'for his own use' in such a way as to deny the landlord a right to evict his tenant when he needs the accommodation for his own son to settle himself well in his life.
- C We have to give colour and content to the expression and provide the skin of a living thought to the skeleton of the words which the Legislature has not itself chosen to define. The Indian society, its customs and requirements and the context where the provision is set in the legislation are the guides leading to acceptance of the meaning which we have chosen to assign to the words
- D 'for his own use' in Section 13(3)(a)(ii) of the Act.

Our conclusions are crystalised as under:

- (i) the words 'for his own use' as occurring in Section 13(3)(a)(ii) of the East Punjab Urban Rent Restriction Act, 1949 must receive a wide, liberal and useful meaning rather than a strict or narrow construction.
- (ii) The expression - landlord requires for 'his own use', is not confined in its meaning to actual physical user by the landlord personally. The requirement not only of the landlord himself but also of the normal 'emanations' of the landlord is included therein. All the cases and circumstances in which actual physical
- occupation or user by someone else, would amount to occupation or user by the landlord himself, cannot be exhaustively enumerated. It will depend on a variety of factors such as inter-relationship and inter-dependence - economic or otherwise, between the landlord and such person in the background of social, socio-religious and local customs and obligations of the society or region to which they belong.
- (iii) The tests to be applied are : (i) whether the requirement pleaded and proved may properly be regarded as the landlord's own requirement? and, (ii) Whether on the facts and in the

circumstances of a given case actual occupation and user by a person other than the landlord would be deemed by the landlord as 'his own' occupation or user? The answer would, in its turn, depend on (i) the nature and degree of relationship and/or dependence between the landlord pleading the requirement as 'his own' and the person who would actually use the premises; (ii) the circumstances in which the claim arises and is put forward, and (iii) the intrinsic tenability of the claim. The Court on being satisfied of the reasonability and genuineness of claim, as distinguished from a mere ruse to get rid of the tenant, will uphold the landlord's claim.

- (iv) While casting its judicial verdict, the Court shall adopt a practical and meaningful approach guided by the realities of life.
- (v) In the present case, the requirement of landlord of the suit premises for user as office of his chartered accountant son is the requirement of landlord 'for his own use' within the meaning of Section 13(3)(a)(ii).

The appeal is dismissed. The tenant is allowed four months time to vacate the premises subject to his clearing all the arrears and filing the usual undertaking in the Executing Court to deliver vacant and peaceful possession over the suit premises to the landlord-respondent on expiry of the time allowed. Compliance in four weeks.

S.K.S.

Appeal dismissed.