

RESEARCH QUESTION

"Under what conditions can a landlord evict a tenant in India, what notice is legally required under the Transfer of Property Act and state rent control laws, and what protections do tenants have against forcible eviction?"

Legal Conditions and Notice Requirements for Tenant Eviction under the Transfer of Property Act and State Rent Control Legislation, and Protections Against Forcible Dispossession in India

TL;DR

Under Indian law, a landlord can only evict a tenant by establishing specific statutory grounds under state rent control laws—such as non-payment of rent, subletting, or bona fide personal requirement—or upon the lawful expiration of a contractual lease under the Transfer of Property Act, 1882. The Supreme Court in *V. Dhanapal Chettiar v. Yesodai Ammal* (1979) established that when a tenant is protected by state rent control legislation, serving a contractual notice to quit under Section 106 of the Transfer of Property Act is a mere surplusage, and the landlord needs only to prove the statutory grounds for eviction. Tenants are strictly protected against forcible eviction, as Indian jurisprudence maintains that even an unauthorized occupant cannot be dispossessed without due course of law.

VERIFIED CASES	STATUTES	LATEST RULING
25 13 High Courts · 12 SC	4	2025 Calcutta High Court

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I. Detailed Analysis

KEY PRINCIPLES ESTABLISHED

01 Prohibition of Extra-Judicial Dispossession

A landlord, even with the best legal title, has no right to resume possession of tenanted premises extra-judicially by using force, and must always proceed through a legally established court or tribunal (*Anamallai Club v. Government of Tamil Nadu* (1996)).

02 Sanctity of Fixed-Term Tenancy Agreements

Rent control legislation cannot be used to override the duration of a subsisting fixed-term contractual lease unless a specific statutory ground for eviction is established under the terms of the lease itself (*Laxmidas Bapudass Darbar v. Rudra Vva* (2001)).

03 Filing of Eviction Suit as Notice to Quit

Under general property law where rent control laws are inapplicable, the mere institution of a civil eviction suit by the landlord is legally recognized as sufficient notice to quit, satisfying the procedural requirements of Section 106 of the TPA (*Rukmani Devi Agarwal v. Rahul Gupta* (2025)).

04 Common Sense Construction of Notices

A notice to quit must be interpreted through a common-sense lens rather than hyper-technicality or pedagogic pedantry, as long as it communicates an unequivocal intention to terminate the tenancy (*Punjab Wakf Board v. Jai Ram* (2012)).

05 Landlord's Right to Restitutive Remedies

A landlord retains constructive or juridical possession of a tenanted property, allowing them to maintain a summary suit under Section 6 of the Specific Relief Act, 1963, to recover immediate possession from a third-party trespasser who forcibly ousts the tenant (*Sadashiv Shyam Sawant v. Anita Anant Sawant* (2010)).

HOW THE COURTS HAVE APPLIED THIS

SUPREME COURT POSITION	The apex court has consistently ruled that state rent control acts are protective social legislations that place a blanket ban on tenant evictions. This ban is only lifted when a landlord establishes specific statutory grounds, supplementing rather than supplanting the general property law framework (<i>Rattan Lal v. Vardesh Chander</i> (1975)).
HIGH COURT VARIATIONS	High Courts have noted that in certain states, such as Haryana, the strict provisions of Section 106 of the TPA are not applied as mandatory statutory rules but are instead treated as flexible principles of equity, justice, and good conscience (<i>Babu Lal v. Ram Lal</i> (2024)).
RECENT EVOLUTION	Modern jurisprudence continues to reinforce that a tenant whose lease has expired remains in "juridical possession," which is protected by statute, and cannot be summarily or unilaterally thrown out by a landlord without a court order (<i>Tejendra Singh v. Mohd. Anis Ahamd</i> (2023)).

II. Statutory Provisions 4 PROVISIONS

SECTION 12, CHHATTISGARH ACCOMMODATION CONTROL ACT, 1961 — RESTRICTION ON EVICTION OF TENANTS

Restricts the eviction of tenants to specific legal grounds, such as non-payment of rent arrears within two months of notice, unauthorized subletting, creating a nuisance, or bona fide residential or non-residential requirement by the landlord.

"(1) Notwithstanding anything to the contrary contained in any other law or contract, no suit shall be filed in any civil Court against a tenant for his eviction from any accommodation except on one or more of the following grounds only, namely : (a) that the tenant has neither paid nor tendered the whole of the arrears of the rent legally recoverable from him within two months of the date on which a notice of demand for the arrears of rent has been served on him by the landlord in the prescribed manner; (b) that the tenant has, whether before or after the commencement of this Act, unlawfully sub-let, assigned or otherwise parted with the possession of the whole or any part of the accommodation for consideration or otherwise; (c) that the tenant or any person residing with him has created a nuisance or has done any act which is inconsistent with the purpose for which he was admitted to the tenancy of the accommodation, or which is likely to affect adversely and substantially the interest of the landlord therein... (e) that the accommodation let for residential purposes is required bonafide by the landlord for occupation as a residence for himself or for any member of his family, if he is the owner thereof... (f) that the accommodation let for non-residential purposes is required bonafide by the landlord for the purpose of continuing or starting his business or that of any of his major sons or unmarried daughters if he is the owner thereof..."

Cited in: not specifically cited in the provided cases

SECTION 21, GOA, DAMAN AND DIU BUILDINGS (LEASE, RENT AND EVICTION) CONTROL ACT, 1968 — BAR ON EVICTION OF TENANTS

Protects tenants from eviction except on specific statutory grounds and through the designated procedure, even when the tenant disputes the landlord's title or claims permanent tenancy.

"Notwithstanding anything to the contrary contained in any other law or contract, a tenant shall not be evicted, whether in execution of a decree or otherwise, except in accordance with the provisions of this Chapter: Provided that where the tenant denies the title of the landlord or claims a right of permanent tenancy, the Controller shall decide whether the denial or claim is bonafide and if he records a finding to that effect, the landlord shall be entitled to sue for eviction of the tenant in a civil court..." *Cited in:* not specifically cited in the provided cases

SECTION 11, BUILDINGS (LEASE AND RENT CONTROL) ACT — EVICTION OF TENANTS

Restricts eviction of tenants to the provisions of this Act, barring eviction unless an application is made to the Rent Control Court on specified grounds like non-payment of rent.

"(1) Notwithstanding anything to the contrary contained in any other law or contract a tenant shall not be evicted, whether in execution of a decree or otherwise, except in accordance with the provisions of this Act... (2)(a) A landlord who seeks to evict his tenant shall apply to the Rent Control Court for a direction in that behalf. (b) If the Rent Control Court, after giving the tenant a reasonable opportunity of showing cause against the application, is satisfied that the tenant has not paid or tendered the rent due by him in respect of the building within fifteen days after the expiry of the time fixed in the agreement of tenancy with his landlord or in the absence of any such agreement by the last day of the month next following that for which the rent is payable, it shall make an order directing the tenant to put the landlord in possession of the building..." *Cited in: not specifically cited in the provided cases*

SECTION 106, TRANSFER OF PROPERTY ACT, 1882 — DURATION OF CERTAIN LEASES IN ABSENCE OF WRITTEN CONTRACT OR LOCAL USAGE

Deems agricultural or manufacturing leases as year-to-year terminable by six months' notice, and other leases as month-to-month terminable by fifteen days' notice, while specifying the rules for serving such written notice.

"(1) In the absence of a contract or local law or usage to the contrary, a lease of immovable property for agricultural or manufacturing purposes shall be deemed to be a lease from year to year, terminable, on the part of either lessor or lessee, by six months' notice; and a lease of immovable property for any other purpose shall be deemed to be a lease from month to month, terminable, on the part of either lessor or lessee, by fifteen days' notice. (2) Notwithstanding anything contained in any other law for the time being in force, the period mentioned in sub-section (1) shall commence from the date of receipt of notice... (4) Every notice under sub-section (1) must be in writing, signed by or on behalf of the person giving it, and either be sent by post to the party who is intended to be bound by it or be tendered or delivered personally to such party, or to one of his family or servants at his residence, or (if such tender or delivery is not practicable) affixed to a conspicuous part of the property." *Cited in: Rukmani Devi Agarwal v. Rahul Gupta, Gopi Kanta Sen v. Abdul Gaffur, Firm Sardarilal Vishwanath v. Pritam Singh, Dipak Kumar Ghosh v. Mira Sen, V. Dhanapal Chettiar v. Yesodai Ammal, Harcharan Singh v. Shivrani, Laxmidas Bapudass Darbar v. Rudra Vva, Pralhad Lalchand Chavan v. Iqbal Hussain Inayat Hussain Badri, Jabal C. Lashkari v. Official Liquidator of Prasad Mills Limited, Nagercoil Home Church CSI v. Y. Davidson, Agriculture Produce Market Committee v. Bajranj Chirania, Ravi Deep v. Satya Paul, Giridharasa v. Jagadguru Gangadhar Dharma Pracharak Mandali, Punjab Wakf Board v. Jai Ram, Babu Lal v. Ram Lal, Habiban v. Mehboob Ali, Pawan Kumar v. Sita Devi*

III. Cases Discussed

25 CASES · SUMMARY TABLE

#	CASE TITLE	COURT	YEAR	KEY HOLDING
01	<i>Rukmani Devi Agarwal v. Rahul Gupta</i> WBCHCJ0026422019	CALCUTTA HIGH COURT	2025	Filing an eviction suit satisfies Section 106 notice requirements under general law.
02	<i>Gopi Kanta Sen v. Abdul Gaffur</i> ESCR010000081968	SUPREME COURT OF INDIA	1967	Landlord can only eject thika tenant on specific statutory grounds in the Act.
03	<i>Dipak Kumar Ghosh v. Mira Sen</i> ESCR010000101987	SUPREME COURT OF INDIA	1987	Notice to vacate within 6/8 months was clear, unequivocal, and legally valid.
04	<i>Agriculture Produce Market Committee v. Bajranj Chirania</i> JHHC010188762011	HIGH COURT OF JHARKHAND	2018	No notice to quit is required once a fixed-term lease expires by efflux of time.
05	<i>Pawan Kumar v. Sita Devi</i> UPHC011663932019	ALLAHABAD HIGH COURT	2019	No limitation period exists for filing an eviction suit after issuing a quit notice.
06	<i>Laxmidas Bapudass Darbar v. Rudra Vva</i> ESCR010003882001	SUPREME COURT OF INDIA	2001	Fixed-term lease remains enforceable unless a specific statutory ground for eviction is established.
07	<i>Ravi Deep v. Satya Paul</i> JKHC020051032016	HIGH COURT OF JAMMU AND KASHMIR	2018	Affirms eviction of tenant based on the landlord's bona fide personal necessity.
08	<i>Habiban v. Mehboob Ali</i> RJHC010002392003	HIGH COURT OF RAJASTHAN	2007	Standard Section 106 notice is not necessary for eviction petitions under Rent Control Acts.
09	<i>Rattan Lal v. Vardesh Chander</i> ESCR010001841976	SUPREME COURT OF INDIA	1975	Institution of legal proceedings serves as sufficient notice to terminate under general law.
10	<i>Anamallai Club v. Government of Tamil Nadu</i> ESCR010012551996	SUPREME COURT OF INDIA	1996	True owner cannot resume possession forcibly and must follow legal eviction procedures.
11	<i>Tejendra Singh v. Mohd. Anis Ahamd</i> UKHC010174692022	HIGH COURT OF UTTARAKHAND	2023	Tenant whose lease has expired cannot be forcibly evicted without due course of law.
12	<i>Mehboob Ali v. Habiban</i> ESCR010006842006	SUPREME COURT OF INDIA	2006	No legal requirement for notice before instituting eviction petition under state rent laws.
13	<i>Nagercoil Home Church CSI v. Y. Davidson</i> HCMD012857942017	MADRAS HIGH COURT	2023	Receiving rent after lease expiry does not automatically waive the notice to quit.

#	CASE TITLE	COURT	YEAR	KEY HOLDING
14	<i>Babu Lal v. Ram Lal</i> PHHC010287581991	HIGH COURT OF PUNJAB AND HARYANA	2024	Filing an eviction suit under general law serves as sufficient notice to quit.
15	<i>Jabal C. Lashkari v. Official Liquidator of Prasad Mills Limited</i> GJHC240369452006	HIGH COURT OF GUJARAT	2008	Liquidating a company does not terminate a long-term lease or affect parties' rights.
16	<i>Sadashiv Shyam Sawant v. Anita Anant Sawant</i> ESCR010004372010	SUPREME COURT OF INDIA	2010	Landlord can maintain Specific Relief Act suit if tenant is dispossessed by trespasser.
17	<i>Punjab Wakf Board v. Jai Ram</i> PHHC010277011992	HIGH COURT OF PUNJAB AND HARYANA	2012	Quit notice should be construed with common sense, not hyper-technical or hyper-critical.
18	<i>Harcharan Singh v. Shivrani</i> ESCR010001541981	SUPREME COURT OF INDIA	1981	Refusal of registered notice by tenant creates a legal presumption of service and knowledge.
19	<i>Goppulal v. Thakurji Shri Shri Dwarkadheeshji</i> ESCR010003151969	SUPREME COURT OF INDIA	1969	Unauthorized subletting before the Rent Act commenced constitutes a valid ground for eviction.
20	<i>Firm Sardarilal Vishwanath v. Pritam Singh</i> ESCR010000091979	SUPREME COURT OF INDIA	1978	No fresh TPA notice is required once contractual lease expires by efflux of time.
21	<i>V. Dhanapal Chettiar v. Yesodai Ammal</i> ESCR010000511980	SUPREME COURT OF INDIA	1979	Notice under Section 106 TPA is unnecessary for eviction under state rent acts.
22	<i>Pralhad Lalchand Chavan v. Iqbal Hussain Inayat Hussain Badri</i> ESCR010008341996	SUPREME COURT OF INDIA	1996	Rent Controller's permission to terminate lease is final and cannot be reopened.
23	<i>M/s Gagan Fuels v. State of Chhattisgarh</i> CGHC010226882023	HIGH COURT OF CHHATTISGARH	2025	No notice is required when contract ends, as lease determination is self-executing.
24	<i>Smt. Savitri Devi v. Commissioner, Kanpur Division</i> UPHC010955862019	ALLAHABAD HIGH COURT	2019	Forcible dispossession of unauthorized occupant without due process of law is illegal.
25	<i>Giridharasa v. Jagadguru Gangadhar Dharma Pracharak Mandali</i> KAHC020056482019	HIGH COURT OF KARNATAKA	2021	Quick 15-day quit notice is invalid for a registered 30-year fixed-term lease.

IV. Case Details

25 CASE FILES

01 Rukmani Devi Agarwal v. Rahul Gupta

CALCUTTA HIGH COURT • 2025-09-04 • FAT/18/2019

This appeal challenged a trial court judgment that dismissed an eviction suit on the grounds that it was not maintainable under the West Bengal Premises Tenancy Act, 1997. The trial court held that because the rent exceeded the statutory ceiling, the Act was inapplicable, and the required notice under the Transfer of Property Act, 1882, had not been strictly served. The High Court reversed this, holding that the institution of an eviction suit itself serves as sufficient notice to quit. The court noted that forcing the landlord to initiate a fresh suit after a decade of litigation would lead to a multiplicity of proceedings and a travesty of justice. The court ultimately found in favor of the appellants.

HELD Under general law, serving a formal notice under Section 106 of the TPA is a procedural modality. The filing of an eviction suit itself serves as sufficient notice to quit, satisfying the statutory intent. Requiring a fresh notice and suit after years of litigation leads to a multiplicity of proceedings and serious injustice.

“A notice to quit under section 106 of the Transfer of Property Act, 1882 is a technical requirement. It only provides a mode of procedure for getting relief in respect of a cause of action and does not constitute the relief itself. The purpose behind a notice under section 106 being that (i) it must give clear 15 days of time for the tenant to vacate and (ii) the notice must expire with the end of the month of the tenancy. The object of such a notice is also fulfilled in the form of a suit for 6 possession so long as eviction is followed beyond a period of 15 days. In such event, the requirements of section 106 of the Act stand satisfied... In addition, it is well settled that filing an eviction suit under the general law itself is a notice to quit on the tenant and satisfies the requirements under section 106 of the Transfer of Property Act, 1882.”

CALCUTTA HIGH COURT • 2025

SOURCE WBCHCJ0026422019

02 Gopi Kanta Sen v. Abdul Gaffur

SUPREME COURT OF INDIA • 1967-08-11 • 1967 INSC 171

This case addressed whether protections under the Calcutta Thika Tenancy Act, 1949, as amended in 1953, applied to ejectment suits filed prior to the Act. The Court held that the provisions of Section 3 of the Act were retrospective, meaning a landlord could only eject a thika tenant based on the specific grounds enumerated in the Act, regardless of when the suit was initiated. However, the Court clarified that requirements for specific notices or filings before a Rent Controller were prospective in nature. Consequently, while civil courts retained jurisdiction to try pending suits, they could only grant a decree for ejectment if the landlord successfully proved the existence of the statutory grounds for eviction.

HELD Under rent control laws such as the thika tenancy regulations, a landlord cannot eject a tenant unless they establish the specific statutory grounds provided in the Act. While statutory eviction grounds may apply retrospectively, procedural notice requirements to be filed before specific administrative controllers are generally prospective.

"It shall not be competent for a landlord to eject any thika tenant from his holding unless the landlord has given the thika tenant notice in the manner provided in section 106 of the Transfer of Property Act, 1882... Notwithstanding anything contained in any other law for the time being in force, a landlord wishing to eject a thika tenant on one or more of the grounds specified in section 3 shall apply in the prescribed manner to the Controller for an order in that behalf..."

SUPREME COURT OF INDIA • 1967

SOURCE ESCR010000081968

03 Dipak Kumar Ghosh v. Mira Sen

SUPREME COURT OF INDIA • 1987-01-22 • 1987 INSC 21

The appellant, a tenant, wrote in a money order coupon that he would vacate the premises 'within the next 6/8 months.' The landlord subsequently sought eviction under section 13(1)(j) of the West Bengal Premises Tenancy Act, 1956, which allows for eviction when a tenant has given a notice to quit but fails to surrender possession. The tenant challenged the validity of this statement, arguing it was vague and did not comply with section 106 of the Transfer of Property Act. The Supreme Court held that the notice was not vague or uncertain, as it clearly indicated an intent to vacate within a specified timeframe. Furthermore, the court determined that the landlord had accepted the notice through his correspondence, and the tenant was estopped from challenging its validity.

HELD A notice to quit is valid if it reflects a clear, definite, and unequivocal intention by the tenant to vacate. A statement expressing an intent to vacate "within next 6/8 months" is not vague, as it indicates a firm boundary of eight months, giving the tenant the option to leave earlier.

"In the instant case, the notice to quit reserved to the appellant an option of vacating the premises earlier than 8 months and that is apparent from the words "within next 6/8 months". At the same time, as noticed already, the statement contains a clear intention of the appellant to vacate in any event after eight months from the date of the statement. There is, therefore, no substance in the contention of the appellant that the notice to quit was vague and uncertain."

SUPREME COURT OF INDIA • 1987

SOURCE ESCR010000101987

04 Agriculture Produce Market Committee v. Bajranj Chirania

HIGH COURT OF JHARKHAND • 2018-06-21 • LPA/121/2011

This case concerns the eviction of a lessee from a godown owned by the Agriculture Produce Market Committee. The lease, which was for a fixed period of 11 months, expired in 1998, and the lessor subsequently issued a notice to vacate the premises for its own use. The respondent continued to occupy the godown, and a single

judge originally permitted the occupancy despite the expiry of the lease. The High Court reversed this decision, holding that once a fixed-term lease expires by efflux of time, the lessee has no right to remain in possession. The Court further noted that no further notice was required to terminate the tenancy, as the contractual relationship had already ceased.

HELD Once a fixed-term lease expires by efflux of time, the contractual tenancy is automatically determined under Section 111 of the TPA, and no notice to quit under Section 106 is required. In jurisdictions governed by State Rent Acts, the landlord's action of filing an eviction suit serves as a clear expression of intention to end the jural relationship.

“Once the liability to be evicted is incurred by the tenant, he cannot turn round and say that the contractual lease has not been determined. The action of the landlord in instituting a suit for eviction on the ground mentioned in any State Rent Act will be tantamount to an expression of his intention that he does not want the tenant to continue as his lessee and the jural relationship of lessor and lessee will come to an end on the passing of an order or a decree for eviction.”

HIGH COURT OF JHARKHAND • 2018

SOURCE JHHC010188762011

05 Pawan Kumar v. Sita Devi

ALLAHABAD HIGH COURT • 2019-09-26 • A227/6482/2019

This petition challenged an eviction decree granted against tenants of a commercial property. The tenants argued that the landlady's notice to quit was waived because she filed the eviction suit approximately eleven months after issuing the notice. They also contended that the testimony provided by the landlady's son, who held her power of attorney, was legally impermissible. The court rejected these arguments, clarifying that the Transfer of Property Act does not prescribe a limitation period for filing a suit after a notice to quit is issued. It held that waiver under the Act requires clear evidence of an intention to treat the lease as subsisting, which was not established here. Furthermore, the court upheld the validity of the power of attorney holder's testimony, affirming the eviction order.

HELD Under the general law of the Transfer of Property Act, a landlord does not waive a notice to quit merely by delaying the filing of an eviction suit, as no specific limitation period is prescribed. Waiver of notice requires positive evidence showing a mutual intention to treat the lease as continuing or subsisting.

“suffice it to say that under the said Act no ground of eviction of a tenant has to be made out once a contractual tenancy is put to an end by service of a valid notice under section 106 of the Transfer of Property Act. Until and unless the lease is determined, the lessee is entitled to continue in possession. Once it is determined it becomes open to the lessor to enforce his right of recovery of possession of the property against him.”

ALLAHABAD HIGH COURT • 2019

SOURCE UPHC011663932019

06 Laxmidas Bapudass Darbar v. Rudra Vva

SUPREME COURT OF INDIA • 2001-08-27 • 2001 INSC 396

The case addressed whether a landlord could initiate eviction proceedings against a tenant under a fixed-term contractual lease based on reasonable and bona fide requirement under the Karnataka Rent Control Act, 1961, before the lease term expired. The court ruled that the Act provides statutory protection to tenants, and a fixed-term lease is not rendered entirely void by the Act. While the Act allows for eviction on specific statutory grounds, it does not permit a landlord to override the agreed-upon lease period unless one of those grounds for eviction is met. Thus, the court held that fixed-term tenancy agreements remain enforceable regarding their duration unless a specific statutory ground for eviction is established.

HELD Under Rent Control legislation, a fixed-term tenancy agreement remains fully enforceable regarding its duration, and the landlord cannot override the contractual period of the lease unless a specific statutory liability for eviction is incurred. The Rent Act does not obliterate fixed-term leases but rather adds protection to the tenant.

“It has been held that the purpose of giving a notice under Section 106 of the Transfer of Property Act is only to terminate the contract of tenancy but it would not be necessary if the tenant incurs the liability of eviction under the provisions of the Statute... As a matter of fact the question of curtailment of fixed term contractual lease was not involved in the case of Dhanapal Chettiar (supra). It has nowhere been held that by virtue of the provisions of the Rent Act the contract of term lease is completely obliterated in all respects.”

SUPREME COURT OF INDIA • 2001

SOURCE ESCR010003882001

07 Ravi Deep v. Satya Paul

HIGH COURT OF JAMMU AND KASHMIR • 2018-05-07 • CSA/3/2016

The respondent, a retired government employee, filed a suit for the eviction of the appellant from two shop premises on the ground of bona fide personal necessity. The respondent sought to occupy these shops to establish a business to supplement his pension and support his handicapped daughter. The trial court decreed the suit in favor of the respondent, finding the need to be genuine and concluding that the balance of hardship favored the landlord, as the appellant held other commercial properties. The appellate court upheld this decision. The High Court dismissed the subsequent appeal, affirming that the lower courts correctly assessed the evidence regarding personal necessity, comparative hardship, and the impracticality of partial eviction.

HELD A landlord's bona fide personal necessity to secure income for family needs, such as supporting a handicapped child, constitutes a valid and enforceable ground for eviction under state rent control acts. Furthermore, the failure of the tenant to cross-examine the landlord on a material point leads to a legal presumption of truth regarding that testimony.

“The case of the plaintiff as surfacing in his pleading and in the evidence adduced by him, is that he needs the suit shops for starting a hardware and sanitaryware business to meet the expenses of his handicapped daughter, which he is unable to do on his pension and thus need of plaintiff is more than that of the defendant.”

HIGH COURT OF JAMMU AND KASHMIR • 2018

SOURCE JKHC020051032016

08 Habiban v. Mehboob Ali

HIGH COURT OF RAJASTHAN • 2007-03-14 • CMA/17/2004

This case involved a dispute over whether a tenant should be permitted to amend their written statement to raise the defense that a suit for eviction was non-maintainable due to the lack of a one-month notice required by a clause in the rent deed. The court considered whether the landlord was legally obligated to provide such notice despite the general principle that notice under the Transfer of Property Act is not required for eviction petitions under state rent control laws. Following directions from the Supreme Court of India, the High Court evaluated whether the amendment should have been allowed. The court determined that in light of established jurisprudence, there was no legal requirement for such notice, and allowed the appeal to resolve the procedural issue in accordance with the principles set out in relevant Apex Court precedents.

HELD In accordance with the Supreme Court's ruling in *V. Dhanpal Chettiar*, a notice to quit under Section 106 of the TPA is not a mandatory prerequisite for maintaining an eviction petition under state rent control laws. The tenancy under rent control acts is actually terminated only upon the passing of an eviction decree.

“Since it is not in dispute that after the decision of *V. Dhanpal Chettiar* case(supra) by the Apex Court, as back as in the year 1979, notice to quit under Section 106 of the Transfer of Property Act, 1882 is not necessary prerequisite for eviction petition under any of the State Rent Acts... The tenancy actually terminates on the passing of the order or decree for eviction and the building falls vacant by his actual eviction. The giving of the notice, therefore, is a merely surplusage and unlike the law under the Transfer of Property Act.”

HIGH COURT OF RAJASTHAN • 2007

SOURCE RJHC010002392003

09 Rattan Lal v. Vardesh Chander

SUPREME COURT OF INDIA • 1975-12-09 • 1975 INSC 305

This case concerns a landlord-tenant dispute under the Delhi Rent Control Act. The tenant contested an eviction order, arguing that the landlord failed to provide a formal notice to quit or notice of forfeiture as required by the Transfer of Property Act. The Court held that while the Transfer of Property Act principles apply to supplement rent control laws, the specific technical requirement of written notice for forfeiture is not an essential rule of justice, equity, or good conscience. Consequently, the mere institution of legal proceedings for eviction sufficiently demonstrates the landlord's intent to terminate the lease, satisfying the requirements for lawful eviction.

HELD Rent control acts supplement rather than supplant the TPA by imposing a protective "blanket ban" on eviction, which is lifted only if specific statutory grounds are proven. While a landlord must have a cause of action under general law, technical TPA requirements like written notices of forfeiture are not mandatory rules of equity, meaning the eviction suit itself can manifest the intent to terminate.

"It follows that even where under a particular rent control statute the landlord makes out grounds for eviction, he can institute proceedings in this behalf only if dehors the said grounds he has cause of action under the TP Act...what is intended to be done is not to supplant but to supplement, not to eliminate the statutory requirements of determination of tenancy but to superimpose a ban on eviction which otherwise may be available in conformity with the 1'P Act without fulfilment of additional grounds."

SUPREME COURT OF INDIA • 1975

SOURCE ESCR010001841976

10 Anamallai Club v. Government of Tamil Nadu

SUPREME COURT OF INDIA • 1996-10-23 • 1996 INSC 1208

This case concerned whether the State government could unilaterally resume possession of land granted under a license without following the eviction procedures prescribed by law. The appellant, a club, had been granted land for recreational purposes, but the State terminated the license and forcibly took possession of the premises. The Supreme Court held that the government cannot bypass established legal procedures to dispossess an occupant, even if the license has been validly terminated. Regardless of the government's title, it must adhere to due process, such as the procedures outlined in the Public Premises Act, rather than resorting to extra-judicial force or self-help.

HELD In Indian jurisprudence governed by the rule of law, even an unauthorized occupant or a licensee whose term has ended cannot be forcibly dispossessed without recourse to due process of law. Legal owners are prohibited from taking the law into their own hands, as the summary remedy under Section 6 of the Specific Relief Act serves to discourage extra-judicial self-help.

"In our jurisprudence governed by the rule of law even an unauthorised occupant can be ejected only in the manner provided by law. The remedy under Section 6 is of summary trial and its object is to prevent self-help and to discourage people to adopt any means fair or foul to dispossess a person unless dispossession was in due course of law or with consent... Law does not permit any person to take law into his hands and to dispossess a person in actual possession without having recourse to a court."

SUPREME COURT OF INDIA • 1996

SOURCE ESCR010012551996

11 Tejendra Singh v. Mohd. Anis Ahamd

HIGH COURT OF UTTARAKHAND • 2023-01-02 • WPMS/3015/2022

This case involved a dispute between landlords and a tenant regarding the possession of a shop. The landlords, who had acquired the property, sought to dispossess the tenant, prompting the tenant to file a suit for a permanent injunction. While the trial court initially rejected the tenant's request for a temporary injunction, the appellate court reversed this decision. The High Court upheld the appellate court's order, emphasizing that under Indian law, even an unauthorized occupant or a tenant whose lease has expired cannot be forcibly evicted by the landlord. The court reaffirmed that a landlord must follow the 'due course of law' and obtain a legal order for possession rather than resorting to unilateral or forcible measures.

HELD Under Indian law, even an unauthorized occupant or a tenant holding over has a right to "juridical possession," which is protected by statute. Landlords cannot forcibly evict such occupants but must instead submit the dispute to a competent court or tribunal to obtain possession through the regular, normal legal process.

"Although he may not have a right to continue in possession after the termination of the tenancy his possession is juridical and that possession is protected by statute. Under Section 9 of the Specific Relief Act, a tenant, who has ceased to be a tenant, may sue for possession against his landlord if the landlord deprives him of possession otherwise than in due course of law, but a trespasser who has been thrown out of possession cannot go to court under Section 9 and claim possession against the true owner".

HIGH COURT OF UTTARAKHAND • 2023

SOURCE UKHC010174692022

12 Mehboob Ali v. Habiban

SUPREME COURT OF INDIA • 2006-09-14 • 2006 INSC 611

The case concerns the necessity of serving a notice under Section 106 of the Transfer of Property Act, 1882, before filing an eviction petition against a tenant. The tenants sought to amend their pleadings to include a defense based on the lack of such notice. The Rajasthan High Court had previously relied on conflicting precedents regarding whether rent agreements necessitated such notices prior to eviction proceedings.

HELD Following the principles in *Jaswant Raj Soni v. Prakash Mal*, there is no mandatory legal requirement to issue a Section 106 TPA notice prior to filing an eviction petition under rent control laws. Conditions regarding notice on the back of rent receipts do not constitute a binding contract requiring notice before a suit.

"It would be appropriate for the High Court to re-hear the matter keeping in view the principles set out in ***Jaswant Raj Soni 's case that there is no legal requirement for issuance of notice before institution of eviction petition; and that the o'lly requirement regarding notice, if at all, arises from the condition printed on the back of the rent receipt which cannot be said to be an agreement between the parties laying down requirement for issuance of a notice for institution of an eviction petition."

SUPREME COURT OF INDIA • 2006

SOURCE ESCR010006842006

Nagercoil Home Church CSI v. Y. Davidson

MADRAS HIGH COURT • 2023-10-19 • SA/1665/2003

This case concerns a dispute over the recovery of possession of commercial properties after the expiration of a lease. The plaintiff, Nagercoil Home Church CSI, sought to evict the defendant, Y. Davidson, following the termination of the lease agreement by efflux of time and subsequent legal notice. The defendant argued that by accepting rent after the notice period, the plaintiff had created a new tenancy, thereby granting him protection as a 'tenant holding over' under Section 116 of the Transfer of Property Act. The court rejected the defendant's argument, ruling that the acceptance of rent after the determination of a lease does not necessarily create a new tenancy or constitute a waiver of the notice to quit. The court classified the defendant as a tenant by sufferance, who is not entitled to statutory protection under Section 116. Consequently, the court dismissed the appeal and upheld the judgment for the recovery of the property.

HELD The mere acceptance of rent after the determination or expiry of a lease does not automatically create a new tenancy or constitute a waiver of the notice to quit under Section 113 of the TPA. The tenant in such circumstances is a tenant by sufferance and is not entitled to holdover protection under Section 116.

"The significant question which arises for consideration is 'whether notice under Section 106 of the Transfer of Property Act is necessary for eviction against tenant under the Rent Control Act'. The answer to the above question was already decided by Seven Judges Bench of the Hon'ble Apex Court in the year 1979 in the case of V.Dhanapal Chettiar vs. Yesodai Ammal dated 23.08.1979... As per the Apex Court decision, notice under Section 106 of the Transfer of Property Act is not necessary. Issuance of notice is a mere technicality."

MADRAS HIGH COURT • 2023

SOURCE HCMD012857942017

14 Babu Lal v. Ram Lal

HIGH COURT OF PUNJAB AND HARYANA • 2024-04-02 • RSA/1811/1991

The appellant, the owner of a shop, sought the eviction of the respondent tenant after the lower courts dismissed the suit on the grounds that the legal notice to quit under the Transfer of Property Act was defective. The trial and appellate courts had held that the notice did not correctly terminate the tenancy before the start of a new month. On appeal, the High Court held that in the state of Haryana, the strict formal requirements of Section 106 of the Transfer of Property Act are not mandatory. The court reaffirmed that filing an eviction suit under general law itself serves as sufficient notice to quit. Consequently, the High Court set aside the lower court judgments and decreed the eviction of the respondent.

HELD In states like Haryana, the strict formal notice requirements of Section 106 of the TPA are not mandatory statutory provisions but are applied flexibly as principles of equity, justice, and good conscience. Filing an eviction suit under general law serves as sufficient notice to quit.

“In any view of the matter, it is well settled that filing of an eviction suit under the general law itself is a notice to quit on the tenant. Therefore, we have no hesitation to hold that no notice to quit was necessary under Section 106 of the Transfer of Property Act, in order to enable the respondent to get a decree of eviction against the appellant.”

HIGH COURT OF PUNJAB AND HARYANA • 2024

SOURCE PHHC010287581991

15 Jabal C. Lashkari v. Official Liquidator of Prasad Mills Limited

HIGH COURT OF GUJARAT • 2008-10-17 • OJA/67/2006

The appellants, claiming to be the heirs of the original lessor, sought to regain possession of land leased to Prasad Mills Limited for 199 years in 1916. Following the company's liquidation, they argued that the lease was determined and that the provisions of the Bombay Rent Act entitled them to recover possession. They further contended that the company was in illegal possession and that the Official Liquidator could not assign the leasehold interest. The court rejected these claims, holding that the 199-year lease remained a subsisting contract governed by the Transfer of Property Act. The liquidation of the company did not automatically terminate the lease or alter the rights and liabilities between the parties. Consequently, the court upheld the Official Liquidator's right to manage and transfer the leasehold interest as an asset of the company.

HELD Rent control acts do not allow a lessor to override the duration of a subsisting contractual long-term lease. Rent laws are designed to protect tenants and restrict arbitrary evictions; they do not grant landlords the right to seek eviction during the subsistence of a fixed lease term unless identical grounds are specified in the lease contract.

“there can be no manner of doubt that the provisions of the Rent Act, which are primarily made to protect the interest of tenants, to restrict charging of excessive rent and their rampant eviction at will, will not enable the lessor to move for eviction of the lessee only during subsistence of the term prescribed in the lease deed, unless identical grounds of eviction are provided for in the lease deed.”

HIGH COURT OF GUJARAT • 2008

SOURCE GJHC240369452006

16 Sadashiv Shyam Sawant v. Anita Anant Sawant

SUPREME COURT OF INDIA • 2010-02-22 • 2010 INSC 114

This case addressed whether a landlord can maintain a suit under Section 6 of the Specific Relief Act, 1963, to recover possession of property from a trespasser when the tenant in actual possession has been forcibly dispossessed. The Supreme Court of India held that such a suit is maintainable because a landlord retains legal or constructive possession of the tenanted property, and the dispossession of a tenant by a third party constitutes the dispossession of the landlord. Furthermore, the court clarified that while it may be desirable to implead the tenant in such proceedings, the failure to do so is not fatal to the suit's maintainability.

HELD A landlord can maintain a summary suit for immediate possession under Section 6 of the Specific Relief Act, 1963, against a third-party trespasser who has forcibly dispossessed the tenant. Since the landlord retains constructive possession of the tenanted property, the dispossession of the tenant constitutes a dispossession of the landlord.

"The main question for consideration in this appeal by special leave is: where a tenant in exclusive possession is dispossessed forcibly by a person other than landlord, can landlord maintain suit under Section 6 of Specific Relief Act, 1963 against such person for immediate possession... The tenant having lost the possession though without his consent to a third party, may not be interested in recovery of possession... In such ,circumstances, if a landlord brings the suit to recover possession against trespasser under Section 6, it cannot be laid down as an absolute proposition that tenant must necessarily be impleaded as party to such suit."

SUPREME COURT OF INDIA • 2010

SOURCE ESCR010004372010

17 Punjab Wakf Board v. Jai Ram

HIGH COURT OF PUNJAB AND HARYANA • 2012-02-25 • RSA/952/1992

This case concerns the validity of a notice to quit issued by the Punjab Wakf Board to its tenants for the purpose of eviction. The primary dispute was whether the notice was defective because it terminated the tenancy immediately while granting a fifteen-day grace period to vacate. The court held that in Punjab, where the strict statutory provisions of the Transfer of Property Act regarding notices do not apply, the notice should be interpreted through common sense and principles of equity rather than hyper-technicality. Since the tenant was given a reasonable fifteen-day period to vacate, the notice was deemed valid. The court set aside the appellate decision and restored the trial court's order in favor of the landlord.

HELD Objections regarding the invalidity or non-service of a TPA notice can be waived by a tenant since Section 106 permits parties to contract out of its requirements. Notice to quit should be interpreted in a common sense manner, and its validity must not turn on hyper-critical "splitting of a straw."

"Now, it is settled law that a notice to quit must be construed not with a desire to find faults in it, which would render it defective, but it must be construed ut res magis valeat quam pereat. "The validity of a notice to quit", as pointed out by Lord Justice Lindley, L.J. in Sidebotham v. Holland, (1985) 1 QB 378 "ought not to turn on the splitting of a straw". It must not be read in a hyper-critical manner, nor must its interpretation be affected by pedagogic pendantism or overrefined subtlety, but it must be construed in a common sense way."

HIGH COURT OF PUNJAB AND HARYANA • 2012

SOURCE PHHC010277011992

18 Harcharan Singh v. Shivrani

SUPREME COURT OF INDIA • 1981-02-20 • 1981 INSC 43

The case addressed whether a tenant who refuses a registered notice demanding rent arrears can be legally imputed with knowledge of its contents, thereby constituting a wilful default for the purpose of eviction. The Supreme Court, by a majority, held that under the General Clauses Act and the Indian Evidence Act, service of a notice by refusal of a postal communication allows for the presumption that the addressee had knowledge of the contents, as the tenant cannot evade legal consequences by simply declining to accept the envelope. In a dissenting opinion, it was argued that mere refusal should not automatically create a presumption of knowledge, especially in the context of socially beneficial rent legislation which requires strict compliance with service conditions to protect tenants from arbitrary eviction.

HELD Serving a statutory notice via registered post which is refused by the tenant creates a legal presumption of valid service and knowledge of its contents. A tenant cannot escape the consequences of default, such as failing to clear rent arrears within the statutory timeframe, by simply refusing to accept the postal communication.

“The notice is required to be served in the manner prescribed by s. 106 of Transfer of Property Act which, inter-alia, provides for affixing a copy of the notice on the premises in possession of tenant. Therefore, it cannot be said that the approach of the Court would render it impossible for the landlord to meet with the statutory requirement of service of notice before commencing the action for eviction.”

SUPREME COURT OF INDIA • 1981

SOURCE ESCR010001541981

19 Goppulal v. Thakurji Shri Shri Dwarkadheeshji

SUPREME COURT OF INDIA • 1969-03-12 • 1969 INSC 74

The appellant rented six shops from the respondent landlord in two separate batches. The landlord filed for eviction on the ground that the appellant had illegally sub-let the shops. Lower courts found the tenancies were separate and that the sub-letting was permitted. The High Court reversed this, ruling it was one integrated tenancy and that unauthorized sub-letting of a part of the premises warranted eviction from all shops. The Supreme Court clarified that the increase of rent did not create a new integrated tenancy, meaning the appellant could only be evicted from the specific shops that were sub-let without permission. It further held that sub-letting, even if it occurred before the Rent Act commenced, constitutes a valid ground for eviction under the statute.

HELD Under state Rent Acts, a tenant who sub-lets the tenanted premises without the written permission of the landlord, whether before or after the commencement of the Rent Act, loses statutory protection from eviction. The landlord is entitled to eject the tenant from the specifically sub-let portions of the premises.

“Section 13 (1) protects the tenant from eviction except in certain specified cases. If one of the grounds of ejection is made out the tenant does not qualify for protection from eviction. We find no reason for presuming that s. 13 (1) (e) is not intended to apply to sub-lettings before the Act came into force. If the “tenant has sub-let” the premises without the permission of the landlord either before or after the coming into force of the Act, he is not protected from eviction under s. 13 (1) (c)”

SUPREME COURT OF INDIA • 1969

SOURCE ESCR010003151969

20 Firm Sardarilal Vishwanath v. Pritam Singh

SUPREME COURT OF INDIA • 1978-08-14 • 1978 INSC 130

The dispute involved a firm that continued to occupy premises as a statutory tenant after the expiry of its lease. The landlord filed an ejectment action under the East Punjab Rent Restriction Act, 1949, without providing a notice to quit under Section 106 of the Transfer of Property Act. The appellant argued that this notice was a mandatory prerequisite for eviction. The Supreme Court dismissed the appeal, holding that once a lease expires by efflux of time and the tenant remains in possession as a statutory tenant under the protection of Rent Restriction laws, the contractual tenancy is extinguished. Consequently, no fresh notice under the Transfer of Property Act is required to initiate eviction proceedings under the relevant Rent Restriction statutes.

HELD When a lease expires by efflux of time, the contractual tenancy is determined, and if the tenant continues to occupy the premises under the protection of Rent Control laws, they become a statutory tenant. Because the contract has ended, serving a fresh notice to quit under Section 106 of the TPA is unnecessary.

“A lease of urban immovable property represents a contract between the lessor and the lessee. If the contract is to be put to an end it has to be terminated by a notice to quit as envisaged under Section 106 of the Transfer of Property Act... But there is no question of terminating the contract because the contract comes to an end once the lease determines in any one of the modes prescribed under Section 111.”

SUPREME COURT OF INDIA • 1978

SOURCE ESCR010000091979

21 V. Dhanapal Chettiar v. Yesodai Ammal

SUPREME COURT OF INDIA • 1979-08-23 • 1979 INSC 156

The court addressed whether a landlord must serve a notice to quit under Section 106 of the Transfer of Property Act to initiate eviction proceedings under various State Rent Control Acts. The Supreme Court held that such a notice is unnecessary. Since Rent Control Acts provide specific statutory grounds for eviction and explicitly define 'tenant' to include those whose contractual tenancy has ended, the termination of the lease under the Transfer of Property Act serves no practical purpose and is considered an empty formality. The court ruled that if a landlord successfully establishes the grounds for eviction under the relevant Rent Act, that is sufficient to obtain a decree for possession.

HELD In a landmark decision by a seven-judge Bench, the Supreme Court ruled that a notice to quit under Section 106 of the TPA is an empty formality and a surplusage when seeking eviction under a state Rent Control Act. The tenant is already protected by the statute, and making out a statutory ground for eviction is both necessary and sufficient.

“determination of a lease in accordance with the Transfer of Property Act is unnecessary and a mere surplusage because the landlord cannot get eviction of the tenant even 'after such determination. The tenant continues to be so even thereafter. That being so, making out a case under the Rent Act for eviction of the tenant by itself is sufficient and it is not obligatory to found the proceedings on the basis of the detennination of the lease by issue of notice in accordance with Section I 06 of the Transfer of Property Act”

SUPREME COURT OF INDIA • 1979

SOURCE ESCR010000511980

22 Pralhad Lalchand Chavan v. Iqbal Hussain Inayat Hussain Badri

SUPREME COURT OF INDIA • 1996-07-26 • 1996 INSC 794

The landlord obtained legal permission from the Rent Controller to initiate eviction proceedings based on his bona fide need for the premises. After this permission became final through various appellate stages, the landlord filed a civil suit for eviction. The High Court later remanded the case, holding that the lower court should have considered 'subsequent events,' specifically that the landlord had acquired other property during the litigation, which potentially negated his original need. The Supreme Court reversed this, ruling that once the Rent Controller's permission has become final, a tenant cannot reopen the question of the landlord's bona fide need in subsequent civil eviction proceedings. The scope of the civil suit is strictly limited to confirming the valid grant of permission and the proper termination of the lease.

HELD Where a rent control scheme requires two separate stages—obtaining permission from the Rent Controller and then filing a civil suit—the tenant cannot reopen the landlord's bona fide need based on subsequent events once the Rent Controller's permission has become final. The civil court's jurisdiction is barred from reviewing the merits of that finalized permission.

“The Rent Court Order, however, envisages two separate proceedings. One is the proceeding before the Rent Controller under clause 13 of the Rent Control Order for grant of permission to issue a notice terminating his tenancy... followed by a second proceeding, viz., a suit for eviction after the landlord has terminated the tenancy by issuing a notice in accordance with the provisions of Section 106 of the Transfer of Property Act... validity of the order granting permission cannot be assailed by the tenant”

SUPREME COURT OF INDIA • 1996

SOURCE ESCR010008341996

23 M/s Gagan Fuels v. State of Chhattisgarh

HIGH COURT OF CHHATTISGARH • 2025-09-17 • WPC/3266/2023

This case concerns a dispute over a petrol pump retail outlet in Bilaspur where the land lease expired on March 31, 2022. The landowner (Amarjeet Singh Bhatia) refused to renew the lease, leading the District Collector to cancel the operating license issued to the dealer (M/s Gagan Fuels) under the Chhattisgarh Motor Spirit and High Speed Diesel Oils (License and Control) Order, 1980. The dealer challenged the cancellation, citing the lack of due process, while the landowner sought a writ of mandamus to compel Bharat Petroleum Corporation

Limited (BPCL) to vacate the premises. The court addressed the legality of the license cancellation and the ongoing occupation of the land by the oil company following the expiration of the lease agreement.

HELD Citing *V. Dhanapal Chettiar*, the court reiterated that once a contractual lease terminates by any mode under Section 111 of the TPA, the contract comes to an end, and there is no question of terminating the contract again by a fresh notice. The tenant continues in possession under the protection of Rent Restriction Acts until that protection is legally lost.

“The lease in that case had come to an end by efflux of time. A tenant continued in possession and became a so-called statutory tenant. The argument put forward before this Court that a fresh notice under Section 106 of the Transfer of Property Act was necessary was rejected on the ground... If the contract once came to an end there was no question of terminating the contract over again by a fresh notice.”

HIGH COURT OF CHHATTISGARH • 2025

SOURCE CGHC010226882023

24 Smt. Savitri Devi v. Commissioner, Kanpur Division

ALLAHABAD HIGH COURT • 2019-07-03 • WRIC/16168/2019

The petitioner filed a writ petition seeking to quash orders passed by administrative authorities that resulted in her forcible dispossession from a property. The authorities justified the action by claiming it was an effort to remove unauthorized occupation by land mafia, relying on a government order. The petitioner, however, argued that her possession was long-standing and that she had not been evicted through due process of law. The Court held that even an unauthorized occupant cannot be forcibly dispossessed without following the due process of law. It condemned the administrative action as illegal and observed that the state authorities acted in collusion with private parties. Consequently, the court found the forcible eviction unconstitutional, emphasizing that the rule of law must prevail over brute force.

HELD Under Indian law, even an unauthorized occupant cannot be forcibly dispossessed, and a lessor—regardless of having the best title—has no right to resume possession extra-judicially by using force. Possession can only be resumed in a manner recognized by law, and the state cannot condone forcible ouster by musclemen or public authorities.

“A person in settled possession is entitled for protection from forcible dispossession... a lessor, with the best of title, has no right to resume possession extra-judicially by use of force, from a lessee, even after the expiry or earlier termination of the lease by forfeiture or otherwise. Under law, the possession of a lessee, even after the expiry or its earlier termination is juridical possession and forcible dispossession is prohibited.”

ALLAHABAD HIGH COURT • 2019

SOURCE UPHC010955862019

25 Giridharasa v. Jagadguru Gangadhar Dharma Pracharak Mandali

HIGH COURT OF KARNATAKA • 2021-06-08 • CRP/100020/2019

This civil revision petition challenged an eviction decree passed by a Small Causes Court. The petitioner-tenant contested the eviction, arguing that the lease was for a 30-year term and that the notice of termination was legally invalid and outside the court's jurisdiction. The High Court analyzed the registered lease deed and the nature of the tenancy. Because the lease agreement stipulated a fixed 30-year tenure, the court concluded that the summary eviction notice served by the respondent was premature and ineffective. Finding that the lower court had failed to properly address the contractual duration of the lease, the High Court set aside the eviction order.

HELD An existing, valid lease is a prerequisite to invoking the rules of construction under Section 106 of the TPA. A quick 15-day notice to quit violates statutory requirements when served during the currency of a registered 30-year long-term lease, making any subsequent summary eviction order palpably erroneous.

“Existence of valid lease is prerequisite to invoke the rule of construction embodied under Section 106 of Transfer of Property Act... the period contemplated under lease deed exceeds one year. To be more precise, the period is fixed for 30 years and there fore, the quit notice issued by the respondent/landlord b y granting 15 days notice is contrary to Section 107 of Transfer of Property Act and therefore, there is no valid termination of lease in the present case on hand.”

HIGH COURT OF KARNATAKA • 2021

SOURCE KAHC020056482019

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