

West Bengal Act XVII of 1950

THE WEST BENGAL PREMISES RENT CONTROL (TEMPORARY PROVISIONS) ACT, 1950.

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West Bengal Act XVII of 1950

THE WEST BENGAL PREMISES RENT CONTROL (TEMPORARY PROVISIONS) ACT, 1950.

[Passed by the West Bengal Legislature.]

[Assent of the President was first published in the *Calcutta Gazette*, of the 30th March, 1950.]

An Act to make better provision for the control of rents of premises in Calcutta and in certain other areas in West Bengal.

WHEREAS it is expedient to make better provision for the control of rents of premises in Calcutta and in certain other areas in West Bengal;

It is hereby enacted as follows:—

CHAPTER I.

PRELIMINARY.

1. (1) This Act may be called the West Bengal Premises Rent Control (Temporary Provisions) Act, 1950. Short title, commencement, extent and duration.

¹(2) It shall come into force on such date as the State Government may, by notification, appoint.

²(3) It extends to the whole of Calcutta and to all areas which have been or may hereafter be constituted municipalities under the provisions of the Bengal Municipal Act, 1932:

Provided that the State Government may, by notification, extend this Act or any specified part thereof to any other area specified in the notification.

(4) It shall remain in force up to the 31st day of March, 1953:

Provided that the expiration of this Act shall not render recoverable any sum which during the continuance thereof was irrecoverable or affect the right of a tenant to recover any sum which during the continuance of this Act was recoverable by him thereunder.

2. In this Act, unless there is anything repugnant in the subject or context,— Definitions.

(1) "Calcutta" has the same meaning as in clause (11) of section 3 of the Calcutta Municipal Act, 1923;

(2) "Controller" means a Controller appointed under sub-section (1) of section 28 and includes an Additional Controller and a Deputy Controller appointed under sub-section (2) of that section;

¹This Act came into force on the 31st day of March, 1950 (*vide* Notification No. 3372L.R., dated the 29th March, 1950, published in the *Calcutta Gazette*, *Extraordinary*, dated the 31st March, 1950, Part I, page 395).

²As to the areas to which this Act has been extended, *vide* Notifications No. 3374L.R., dated the 29th March, 1950, published in Part I of the *Calcutta Gazette*, *Extraordinary*, dated the 31st March, 1950, pages 395-398 and No. 4922L.R., dated the 8th May, 1950, published in Part I of the *Calcutta Gazette*, dated the 25th May, 1950, page 989.

(Chapter I.—Preliminary.—Section 2.)

- (3) "hotel or lodging house" means an establishment where lodging with or without board or other service is provided for a monetary consideration;
- (4) "landlord" means any person who for the time being is receiving the rent of any premises from the tenant thereof and includes any person who is entitled to bring suit for such rent;
- (5) "manager of a hotel" includes any person in charge of the management of a hotel;
- (6) "notification" means a notification published in the *Official Gazette*;
- (7) "owner of a lodging house" means any person who for the time being is receiving any monetary consideration from any person on account of board or lodging, or other service in the lodging house, and includes any person who is entitled to bring suit for such monetary consideration;
- (8) "premises" means any building or part of a building or any hut or part of a hut let separately and includes—
- (a) the gardens, grounds and out-houses (if any) appertaining to such building or part of a building or hut or part of a hut,
- (b) any furniture supplied or any fittings affixed by the landlord for use of the tenant in such building or part of a building or hut or part of a hut,
- but does not include a room or part of a room or other accommodation in a hotel or lodging house or a stall in a municipal market as defined in clause (44) of section 3 of the Calcutta Municipal Act, 1923, or in any other market maintained by or belonging to a local authority or a stall let at variable rents at different seasons of the year for the retail sale of goods in any other market as defined in clause (39) of section 3 of the Calcutta Municipal Act, 1923, or clause (30) of section 3 of the Bengal Municipal Act, 1932;
- (9) "prescribed" means prescribed by rules made under this Act;
- (10) "standard rent" in relation to any premises means—
- (a) the standard rent determined in accordance with the provisions of Schedule A,
- (b) where the rent has been fixed under section 9, the rent so fixed; or at which it would have been fixed if application were made under the said section;
- (11) "tenant" means any person by whom rent is, or but for a special contract would be, payable for any premises, and includes any person who is liable to be sued by the landlord for rent.

Ben. Act
III of 1923.

Ben. Act
XV of
1932.

XVII of 1950.]

(Chapter II.—Provisions regarding rent and salami.—
Sections 3—6.)

CHAPTER II.

PROVISIONS REGARDING RENT AND *salami*.

3. (1) Subject to the provisions of this Act, any amount in excess of the standard rent of any premises shall be irrecoverable notwithstanding any agreement to the contrary.

Amount of excess of standard rent to be irrecoverable.

(2) For the purposes of sub-section (1), the rent shall be deemed to have accrued from day to day:

Provided that nothing in this section or Act shall be deemed to affect the terms as to rent of a lease entered into before the first day of December, 1941, the period of which has not expired.

4. No person shall, in consideration of the grant, renewal or continuance of a tenancy of any premises,—

Premium, *salami* or fine not to be claimed, received or asked for or advance of more than one month's rent not to be claimed or received.

(a) claim, receive, or invite offers or ask for the payment of, any premium, *salami*, fine or any other like imposition in addition to the rent, or

(b) except with the previous written consent of the Controller, claim or receive the payment of any sum exceeding one month's rent of such premises as rent in advance.

5. Nothing in this Act shall apply to a lease of any premises entered into after the 1st day of December, 1941, for a period of not less than fifteen years which is not terminable within the said period at the option of the landlord:

Exception in the case of long leases.

Provided that the provisions of this section shall not in any way affect any right acquired or accrued under section 5 of the West Bengal Premises Rent Control (Temporary Provisions) Act, 1948, or require the landlord to refund any premium, or *salami* or other like sum in addition to the rent, received by him in accordance with the provisions of that section.

6. No person shall make the purchase or hiring of any furniture in any premises a condition of the grant, renewal or continuance of a tenancy of such premises and no person shall sell or hire the furniture in any premises of which he is the landlord to the tenant of such premises, except under a permit in the prescribed form from the Controller and such permit shall not be given unless the price or hire is reasonable.

Restriction on the sale of furniture in any premises let to a tenant.

*(Chapter II.—Provisions regarding rent and salami,—
Sections 7—9.)*

Refund of
rent, pre-
mium,
salami,
etc., not
recoverable
under the
Act.

7. (1) Where any sum has been paid or deposited on or after the date of the commencement of this Act in respect of the occupation of any premises,—

- (a) on account of rent, being a sum which is by reason of the provisions of this Act irrecoverable, or
- (b) as premium, salami, fine or other like imposition in addition to the rent or as rent in advance, the claiming or the receiving of which is prohibited under this Act, or
- (c) on account of price or hire of any furniture in such premises without the permit of the Controller under section 6,

the Controller may, on application made to him in this behalf at any time within a period of six months from the date of such payment or deposit by the tenant by whom such payment or deposit was made, order the landlord by whom such payment was received or to whose credit such deposit was made, to refund such sum to such tenant or, at the option of such tenant, order the adjustment of any sum so paid or deposited in any other manner.

(2) An order of refund passed by the Controller under sub-section (1) shall be executed by the Court having jurisdiction to entertain a suit for the recovery of arrears of rent in respect of the premises in relation to which the sum ordered to be refunded was paid or deposited, as if such order of refund were a decree of that Court.

Fixation
of rent of
furnished
premises.

8. Where any premises are let at a rent which includes payment in respect of the use of furniture, the Controller may, on application of the tenant made within six months of the beginning of the tenancy, reduce the portion of the rent which according to the Controller was added in respect of the use of the furniture, to a fair and reasonable amount if he finds that such portion of the rent was unduly high; and the resultant rent of the premises shall be stated by the Controller and shall be deemed to be standard rent fixed under section 9:

Provided that nothing in this section shall affect the power of the Controller to fix standard rent under other provisions of section 9.

Cases in
which
standard
rent shall
be fixed
by the
Controller.

9. (1) In any of the following cases, the Controller shall on application by any landlord or tenant, fix the standard rent as set forth hereunder:—

- (a) Where the provisions of Schedule A apply and there is no cause for the alteration of the rate of standard rent as determined according to the schedule for any of the reasons mentioned in the following clauses, in accordance with the provisions of Schedule A.
- (b) Where during the currency of a standard rent payable for any premises there has been an increase in the municipal taxes, rates or cesses in respect

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(Chapter II.—Provisions regarding rent and salami.—
Section 9.)

of the premises, by adding to it the amount of such increase as is payable by the landlord by agreement with the tenant over and above what is payable by the landlord himself under the local Municipal Law.

- (c) Where during the currency of a standard rent payable for any premises the landlord has made some addition, alteration, or improvement in the premises, not being tenantable repairs necessary or usual for such premises, by adding to such standard rent payable in one year ten *per centum* of the amount reasonably spent by the landlord in making the said addition, alteration or improvement, the added amount being divided amongst instalments for payment of rent of the year as would be just and convenient:

Provided that when the premises are in occupation of a tenant at the time of the said addition, alteration or improvement the additional rent shall not be recoverable from such tenant, unless such addition, alteration or improvement has been made at the written request of the tenant.

- (d) Where during the currency of a standard rent the landlord has supplied any furniture for use of the tenant in the premises, by adding to such standard rent payable in one year ten *per centum* of the price of the said furniture as on the day they are supplied, the added amount being divided amongst instalments for payment of rent of the year as would be just and convenient.

- (e) Excepting the case covered by clause (f) following where the provisions of Schedule A for determining the standard rent do not apply, either because the premises or the whole of the premises were not let on the first day of December, 1941, or for some other reasons, or where any premises have been let rent-free or at a nominal rent, or for some consideration other than money rent, or in addition to money rent, by fixing the standard rent at a rate in accordance with Schedule A, taking the rent which would have been reasonably payable for the premises if let on the first day of December, 1941, as "basic rent" under the said Schedule.

- (f) Where any premises have been wholly or are substantially constructed after the 31st day of December, 1949, by fixing the standard rent payable for one year at a rate not less than four *per centum* and not more than six *per centum* of the reasonable costs of construction added to the reasonable price of the land included in the premises as on the date of the commencement of such construction taking into account

*(Chapter II.—Provisions regarding rent and salami.—
Section 10.)*

the prevailing rate of rent in the locality for similar accommodation with similar advantages and amenities and the comparative advantages or disadvantages of accommodation in the premises:

Provided that where the premises whose standard rent is to be fixed form a part of the construction the standard rent shall be fixed at a rate which is fairly proportionate to the total standard rent of the entire construction.

(g) Where no provisions of this Act for fixing standard rent apply to any premises, by determining the standard rent at a rate which is fair and reasonable.

(2) If in fixing the standard rent the Controller is required by this Act to determine the rent at which the premises were let on the first day of December, 1941, but it is not reasonably practicable to obtain sufficient evidence for determining the said rent, he shall determine approximately the rent at which in reasonable probability the premises were let on the date, and the rent so determined shall be deemed to be the rent at which the premises were let on the first day of December, 1941; and for the said purpose he may have regard to the standard rents of similar premises in the neighbourhood, and may make presumptions either against the landlord or the tenant who, in his opinion, is in a position to produce relevant evidence but is refraining from doing it.

Date on
which
standard
rent fixed
by the
Controller
takes
effect.

10. (1) When in fixing the standard rent under section 9 the rent which was being paid at the time of the application is—

- (i) decreased by the Controller, the standard rent fixed shall be payable from the month next after the date of application, unless for reasons to be recorded by the Controller he decides that such rent should operate from any earlier or later date;
- (ii) increased by the Controller, the standard rent fixed shall be payable from the time as hereunder provided, viz. :—
 - (a) if increased under clause (a) of sub-section (1) of section 9, from the month next after the date of the application;
 - (b) if increased under clause (b) of the said sub-section, from the month from which the increase in the municipal rates, taxes or cesses came into force;
 - (c) if increased under clause (c) of the said sub-section, from the month next after that in which the addition, alteration or improvement was completed;
 - (d) if increased under clause (d) of the said sub-section, from the month next after that in which the furniture was supplied.

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(Chapter II.—Provisions regarding rent and salami.—
Chapter III.—Suits and proceedings for eviction.—
Sections 11, 12.)

(2) Where the standard rent is fixed,—

- (a) under clause (e) of the said sub-section, it shall be payable from the month next after the date of the application;
- (b) under clause (f) of the said sub-section, it shall be payable from the month next after the date of the application, unless for reasons to be recorded by the Controller he decides that such rate of rent should operate from any earlier or later date;
- (c) under clause (g) of the said sub-section, it shall be payable from the month next after the date of the application, unless for reasons to be recorded by the Controller he decides that such rate of rent should operate from any earlier or later date.

(3) In fixing the standard rent the Controller shall, in every instance, specify in his order the time from which the rent so fixed shall become payable.

11. Nothing in the provisions of this Act, including Schedule A, shall entitle the landlord to claim rent from the tenant at a rate different from that at which it is being paid at the time, except by agreement with the tenant, valid in law including this Act, or unless a different rate is fixed under section 9.

Landlord not to claim rent at a rate different from that at which it is being paid except in certain cases.

CHAPTER III.

SUITS AND PROCEEDINGS FOR EVICTION.

12. (1) Notwithstanding anything to the contrary in any other Act or law, no order or decree for the recovery of possession of any premises shall be made by any court in favour of the landlord against a tenant, including a tenant whose lease has expired:

Protection of a tenant against eviction.

Provided that nothing in the sub-section shall apply to any suit for decree for such recovery of possession,—

- (a) against a tenant who has transferred his tenancy right in whole or in part with possession otherwise than by sub-lease;
- (b) against such transferee;
- (c) against a tenant who has sub-let the whole or a major portion of the premises for more than seven consecutive months:

Provided that if a tenant who has sub-let major portion of the premises agree to possess as a tenant the portion of the premises not sub-let on payment of rent fixed by the Court, the Court shall pass a decree for ejection from only a portion of the premises sub-let and fix proportionately fair rent for the portion kept in possession of such tenant,

*(Chapter III.—Suits and proceedings for eviction.—
Section 12.)*

which portion shall thenceforth constitute premises under clause (8) of section 2 and the rent so fixed shall be deemed standard rent fixed under section 9, and the rights and obligations of the sub-tenants of the portion from which the tenant is ejected shall be the same as of sub-tenants under the provision of section 13;

- (d) where the tenant has done any act contrary to the provisions of clause (m), clause (o) or clause (p) of section 108 of the Transfer of Property Act, IV of 1882;
- (e) where the tenant has been using the premises or any part, or allowing the premises or any part to be used for immoral or illegal purposes;
- (f) where the condition of the premises has materially deteriorated owing to acts of waste by, or negligence or default of, the tenant, or of any person residing with the tenant, or for whose behaviour the tenant is responsible;
- (g) where the tenant has been guilty of conduct which is a nuisance or annoyance to occupiers of adjoining or neighbouring premises, including the landlord;
- (h) where the premises are reasonably required by the landlord either for purposes of building or re-building, or for his own occupation or for the occupation of any person for whose benefit the premises are held: provided that all sub-tenants in the premises are made parties to the suit, and allowed opportunity of contesting claim to decree for ejectment.

Explanation.—The Court in determining the reasonableness of requirement for purposes of building or re-building shall have regard to the comparative public benefit or disadvantage by extending or diminishing accommodation, and in determining the reasonableness of requirement for occupation shall have regard to the comparative advantage or disadvantage of the landlord or the person for whose benefit the premises are held and of the tenant:

Provided that where the Court thinks that the reasonable requirement of such occupation may be substantially satisfied by evicting the tenant from a part only of the premises and allowing the tenant to continue occupation of the rest and the tenant agrees to such occupation, the Court shall pass a decree accordingly, and fix a proportionately fair rent for the portion in occupation of the tenant, which portion shall henceforth constitute the premises within clause (8) of section 2, and the rent fixed shall be deemed to be the standard rent fixed under section 9;

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*(Chapter III.—Suits and proceedings for eviction.—
Section 13.)*

- (i) subject to the provisions of section 14, where the amount of two months' rent legally payable by the tenant and due from him is in arrears by not having been paid within the time fixed by contract, or in the absence of such contract by the fifteenth day of the month next following that for which the rent is payable or by not having been validly deposited in accordance with section 19.

Explanation.—In the proviso to sub-section (1) the term "suit" does not include proceeding under Chapter VII of the Presidency Small Cause Courts Act, 1882.

(2) Nothing in this section or in this Act shall be deemed to entitle the landlord to get a decree for the recovery of possession of any premises against the tenant, where any contract or law debars such relief, or except in accordance with the provisions of law for getting such relief; and such contract shall not be deemed to be inoperative by reason of interference by this Act with other terms of the lease.

13. (1) Notwithstanding anything contained in this Act, or in any other law for the time being in force, if a tenant inferior to the tenant of the first degree sub-lets in whole or in part the premises let to him except with the consent of the landlord and of the tenant of a superior degree above him, such sub-lease shall not be binding on such non-consenting landlord, or on such non-consenting tenant.

Sub-lease
not to be
binding in
certain
cases.

Explanation.—In this sub-section—

- (a) "a tenant of the first degree" means a tenant who does not hold under any other tenant;
- (b) "a tenant inferior to the tenant of the first degree" means a tenant holding immediately or mediately under a tenant of the first degree;
- (c) "landlord" means the landlord of a tenant of the first degree.

(2) Where any premises or any part thereof have been or has been sub-let by "a tenant of the first degree" or by "a tenant inferior to a tenant of the first degree", as defined in explanation to sub-section (1), and the sub-lease is binding on the landlord of such last mentioned tenant, if the tenancy of such tenant in either case is lawfully determined otherwise than by virtue of a decree in a suit obtained by the landlord by reason of any of the grounds specified in clause (h) of the proviso to sub-section (1) of section 12, the sub-lessee shall be deemed to be a tenant in respect of such premises or part, as the case may be, holding directly under the landlord of the tenant whose tenancy has been determined, on terms and conditions on which the sub-lessee would have held under the tenant if the tenancy of the latter had not been so determined:

Provided that it shall be competent for the landlord, or any person deemed under this section to be a tenant holding

(Chapter III.—Suits and proceedings for eviction.—
Section 14.)

directly under the landlord, to make an application to the Controller for fixing rent of the premises or part thereof in respect of which such person is so deemed to be a tenant and until the rent is fixed by the Controller on such application such person shall be liable to pay to the landlord the same rent as was payable by him in respect of the premises or part thereof, as the case may be, to the tenant before the tenancy of the tenant therein had been determined. The Controller in fixing the rent shall not determine such rent at the rate which is beyond the limit fixed by paragraph (4) of Schedule A. The rent so fixed shall be deemed to be the standard rent fixed under section 9.

When a
tenant
can get
the
benefit of
protection
against
eviction.

14. (1) If in a suit for recovery of possession of any premises from the tenant the landlord would not get a decree for possession but for clause (i) of the proviso to sub-section (1) of section 12, the Court shall determine the amount of rent legally payable by the tenant and which is in arrears taking into consideration any order made under sub-section (4) and effect thereof up to the date of the order mentioned hereafter, as also the amount of interest on such arrears of rent calculated at the rate of nine and three-eighths *per centum per annum* from the day when the rents became arrears up to such date, together with the amount of such cost of the suit as is fairly allowable to the plaintiff-landlord, and shall make an order on the tenant for paying the aggregate of the amounts (specifying in the order such aggregate sum) on or before a date fixed in the order.

(2) Such date fixed for payment shall be the fifteenth day from the date of the order, excluding the day of the order.

(3) If within the time fixed in the order under sub-section (1), the tenant deposits in the court the sum specified in the said order, the suit, so far as it is a suit for recovery of possession of the premises, shall be dismissed by the court. In default of such payment the court shall proceed with the hearing of the suit:

Provided that the tenant shall not be entitled to the benefit of protection against eviction under this section if he makes default in payment of the rent referred to in clause (i) of the proviso to sub-section (1) of section 12 on three occasions within a period of eighteen months.

(4) If the tenant contests the suit, as regards claim for ejectment, the plaintiff-landlord may make an application at any stage of the suit for order on the tenant-defendant to deposit month by month rent at a rate at which it was last paid and also the arrears of rent, if any, and the court after giving an opportunity to the parties to be heard may make an order for deposit of rent at such rate month by month and the arrears of rent, if any, and on failure of the tenant to deposit the arrears of rent within fifteen days of the date of the order or the rent at such rate for any month by the fifteenth day of the next following month, the court shall order the defence against ejectment to be struck out and the tenant to be placed

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*(Chapter III.—Suits and proceedings for eviction.—
Sections 15—17.)*

in the same position as if he had not defended the claim to ejectment. The landlord may also apply for permission to withdraw the deposited rent without prejudice to his right to claim decree for ejectment and the court may permit him to do so.

(5) The power given under sub-section (4) may be exercised by courts of appeal with necessary adaptation.

15. (1) Where the landlord recovers possession of any premises from the tenant by virtue of a decree secured because of clause (h) of the proviso to sub-section (1) of section 12, and the building or re-building of the premises is not commenced within six months, or the premises are not occupied by the landlord or by the person for whose benefit the premises are held within two months of the date of vacation of the premises by such tenant, or the premises, having been so occupied, are re-let within six months of the date of such occupation to any person other than such tenant without the permission of the Controller obtained in the prescribed manner, the Controller may, on the application of such tenant made within nine months of his vacating the premises, and giving the landlord an opportunity of being heard, by order direct the landlord to put such tenant in possession of the premises or to pay him such compensation as may be fixed by the Controller or both:

When a tenant is entitled to restoration of possession and compensation.

Provided that the Controller may, on the application of the landlord, extend the period within which the building or re-building of the premises is to be commenced, by two months at a time and twelve months in all.

(2) Where the landlord obtains a decree for ejectment because of clause (h) of the proviso to sub-section (1) of section 12 and one of the principal reasons for passing such a decree is the expected public benefit of the proposed project of building or re-building by extending accommodation, but the actual building or re-building deviates materially from the said project and fails substantially to provide the expected extension of accommodation, the Controller, may, on the application of the previous tenant, and after giving the landlord opportunity of being heard, levy a fine on the landlord, which may extend to rupees five thousand, and may, in addition, order the landlord to pay such compensation to the previous tenant as may be fixed by the Controller.

16. Notwithstanding anything contained in any other law a suit by a landlord against a tenant in which recovery of possession of any premises to which this Act applies is claimed shall lie to the courts, as set out in Schedule B, and no other court shall be competent to entertain or try such suit.

Special provisions regarding jurisdiction of Courts for trial of suits for possession.

17. (1) Such portion of rent as exceeds the standard rent determined according to the provisions of this Act shall be irrecoverable from the month of the tenancy next after the month in which this Act comes into force, whether the

Refixation of standard rent.

(Chapter III.—Suits and proceedings for eviction.—
Section 18.)

said rent was fixed by agreement, or by proceeding under the West Bengal Premises Rent Control (Temporary Provisions) Act, 1948.

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of 1948.

(2) Where standard rent has been fixed under the provisions of the West Bengal Premises Rent Control (Temporary Provisions) Act, 1948, whether by the Controller or on appeal from his order, the Controller shall, on application made to him, re-fix the standard rent according to the provisions as laid down by this Act.

(3) If at the date when this Act comes into force proceeding for fixing standard rent is pending before the Controller or in appeal, the Controller or the appellate officer shall fix the standard rent in accordance with the provisions as laid down by this Act.

Power of
Court to
rescind or
vary
decrees
and
orders or
to give
relief in
pending
suits in
certain
cases.

18. (1) Where any decree for recovery of possession of any premises has been made on the ground of default in payment of arrears of rent under the provisions of the West Bengal Premises Rent Control (Temporary Provisions) Act, 1948, but the possession of such premises has not been recovered from the tenant, the tenant may apply to the trial court within sixty days of the coming into force of this Act for vacating the decree for ejectment against him and within such period no order for delivery of possession shall be made by any court, nor if an application is made by the tenant under this sub-section till the application has been dismissed under sub-section (4).

(2) The Court shall, as early as may be, serve notice of the application on the landlord and after hearing the parties if the landlord appears, determine the amount of rent which would have been payable by the tenant and would be in arrears if the tenancy continued unbroken up to and including the month in which the order stated hereafter is to be made, and order the tenant to pay the said amount as also the amount of interest on such arrears of rent calculated at the rate of nine and three-eighths *per centum per annum* together with such costs, if any, as may be adjudged to the landlord, within such time, not later than forty days from the date of the order, as the court may fix.

(3) If the tenant pays the said sum within the time fixed, the court shall vacate the decree for ejectment with all consequential orders, and the tenancy shall continue as if it never terminated.

(4) On failure of the tenant to make the payment within time his application shall be dismissed with such costs as the court may award to the landlord.

(5) If at the date when this Act comes into force, a suit for ejectment of a tenant is pending whether in trial court or in court of first or second appeal in which no decree for ejectment would be passed except on the ground of default in payment of arrears of rent under the provisions of the West Bengal Premises Rent Control (Temporary Provisions) Act, 1948, the court shall exercise the powers of granting relief against ejectment given by section 14 of this Act following

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(Chapter IV.—Deposit of rent.—Section 19.)

the provisions and procedure of that section as far as may be necessary, and for the said purpose shall make such order for amendment of pleadings, production of evidence, remand, payment of costs as may be necessary or just.

CHAPTER IV.

DEPOSIT OF RENT.

19. (1) Where the landlord does not accept any rent tendered by the tenant, or the tenant experiences difficulty in paying the rent to the landlord of the premises, he may deposit such rent with the Controller in the prescribed manner. Deposit of
rent by
the tenant.

(2) The deposit shall be accompanied by an application supported by an affidavit, from the tenant stating (a) the premises for which the rent is deposited, with description sufficient for identifying the premises, (b) the period for which the rent is deposited, (c) the name and address of the landlord, and (d) the reasons and circumstances which led him to deposit the rent:

Provided that no affidavit in support of an application shall be required in case of a deposit made subsequent to the first deposit if the reasons and circumstances which led the tenant to make the first deposit remain the same.

(3) The application shall be accompanied by a correct copy of the application and the prescribed fee for sending to the landlord, or to person or persons mentioned in sub-section (4), the notice of the deposit, accompanied by a copy of the application by registered post with acknowledgment due.

(4) When the reason for making the deposit is doubt as to the person or persons entitled to receive the rent, the tenant shall state in his application, if possible, the name and address of the person or persons who, to his best information and belief, is the landlord entitled to receive the rent, and in case there are more such persons than one the application shall be accompanied by as many copies as there are such persons.

(5) The Controller, on receipt of the deposit, the prescribed fee, the application and its copy or copies, shall, within fifteen days of such receipt, send to the landlord or to the person or each of the persons referred to in sub-section (4), if any such person or persons have been named with address in the application, a notice of the deposit in the prescribed manner, as also a copy of the application, authenticated by the seal of his office and his signature or the signature of some person authorised by him, by registered post with acknowledgment due. A copy so authenticated shall be evidence in court of law without further proof of the contents of the original application made to the Controller.

(Chapter IV.—Deposit of rent.—Section 20.)

(6) If the landlord named in the application asks by a petition for payment to him of the rent deposited, the Controller, on being satisfied that the landlord named in the application is the petitioner, shall pay the amount to him in the prescribed manner.

(7) If the person or persons named in the application according to sub-section (4), asks or ask by a petition for payment to him or to them of the rent deposited, stating that he or they is or are the landlord or landlords entitled to receive the rent, or asking for payment to them keeping open the question of disputed landlordship, or agreeing that some one or more amongst them should receive payment, the Controller on being satisfied that the person or persons named in the application is or are the petitioner or petitioners shall pay the amount to him or them in the prescribed manner.

(8) If the amount of rent deposited is not withdrawn by the landlord or person or persons mentioned in sub-section (4), before the expiration of five years from the date of posting of notice of the deposit, it shall, subject to any order of any court, be forfeited to Government.

(9) If at the time of filing the petition mentioned in sub-section (6) or (7), but not after the expiry of thirty days from receiving the notice of deposit, the landlord or the person or persons mentioned in sub-section (4), complain to the Controller that the statements in the tenant's application of the reasons and circumstances which led him to deposit the rent are untrue, the Controller, after giving the tenant opportunity of being heard, may levy a fine on him which may extend to five hundred rupees if he is satisfied that the said statements were materially untrue and that there was no difficulty in paying the rent direct to the landlord as alleged in his application for depositing the rent, and may order that a sum out of the fine realised be paid to the landlord as compensation. But if on hearing the matter the Controller is satisfied that the said statements were substantially correct and there was difficulty in the way of the tenant paying the rent direct to the landlord as alleged in the tenant's application, he may levy a fine on the complainant which may extend to five hundred rupees, and may order that a sum out of the fine realised be paid to the tenant as compensation.

Explanation.—If after such complaint the complainant does not desire or neglects to proceed with the hearing of his complaint, the matter may be heard and order made at the instance of the tenant.

Time-limit
for making
deposit and
conse-
quence of
incorrect
particulars
in applica-
tion for
deposit.

20. (1) No rent deposited under section 19 shall be considered to have been validly deposited under that section for purposes of clause (i) of the proviso to sub-section (1) of section 12, unless deposited within fifteen days of the time fixed by contract for payment of the rent, or in the absence of such contract unless deposited within the first day of the second month next following that for which the rent was payable.

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*(Chapter IV.—Deposit of rent.—Chapter V.—Hotels and
Lodging Houses.—Sections 21—25.)*

(2) Nor shall such deposit be considered to have been validly made for purposes of the said clause if any statements in the tenant's application depositing the rent, whether made designedly or with gross negligence, were calculated to prevent the landlord from receiving payment from the Controller, unless the landlord has received such payment before the date of filing suit for recovery of possession of premises from the tenant.

(3) If the rent is deposited within the time mentioned in sub-section (1), and does not cease to be a valid deposit for the reason mentioned in sub-section (2), the deposit shall constitute payment of rent to the landlord if the amount deposited would have been valid legal tender of rent if tendered to the landlord on the date fixed by contract for payment of rent when there is such a contract, or in the absence of such contract on the fifteenth day of the month next following that for which rent is payable.

21. The receipt of payment of rent deposited under section 19 from the Controller, in the manner provided therein, shall not operate as an admission against the receiver of the correctness of the rate of rent, the amount due, or of any other facts stated in the tenant's application depositing the rent under the said section, nor shall it operate as a waiver of any notice to quit given by him to the tenant.

Saving
as to
acceptance
of rent.

CHAPTER V.

HOTELS AND LODGING HOUSES.

22. The Controller shall, on application made by any person interested,—

Fixation
of fair
rate and
number of
lodgers.

(a) fix a fair rate to be charged for board, lodging or other service provided in a hotel or lodging house and in fixing such fair rate specify separately the rate for lodging, board or other service;

(b) fix the number of lodgers to be accommodated in each room or specified unit of accommodation in a hotel or lodging house.

23. The Controller may from time to time revise the fair rate or the number of lodgers fixed under section 22.

Revision of
fair rate
and num-
ber of
lodgers.

24. The manager of a hotel or the owner of a lodging house shall, where the fair rate or the number of lodgers has been fixed under section 22 for a hotel or lodging house, display in a conspicuous part of the hotel or lodging house a notice of the fair rate and the number of lodgers so fixed.

Notice of
fair rate
and
number of
lodgers to
be dis-
played.

25. An agreement for the payment of any charge in excess of the fair rate referred to in section 22 shall be null and void in respect of such excess and shall be construed as if it were an agreement for the payment only of such fair rate.

Agree-
ment for
payment of
charges in
excess of
fair rate.

*(Chapter V.—Hotels and Lodging Houses.—Chapter VI.—
Appointment of the Controller and other officers, their
powers and functions.—Sections 26—28.)*

No
eviction if
fair rate
paid.

26. No manager of a hotel or owner of a lodging house shall have any right to evict or refuse board or other service to a lodger as long as he pays or tenders payment of the fair rate fixed under section 22 and observes and performs the other conditions of the agreement in so far as they are not inconsistent with the provisions of this Chapter:

Provided that a lodger shall not be entitled to the benefit of this section—

- (a) if the lodger has been guilty of conduct which is a nuisance or an annoyance to the other lodgers of the hotel or lodging house; or
- (b) if the lodger has continuously been absent from such hotel or lodging house for a period exceeding two months; or
- (c) if the lodger having contracted to stay for any specified period stays beyond that period unless the Controller on an application made to him in this behalf extends the period.

Punish-
ment.

27. (1) Every manager of a hotel or owner of a lodging house who accommodates lodgers or permits lodgers to be accommodated in a room or specified unit of accommodation in a hotel or lodging house in excess of the number fixed by the Controller under section 22, except with the consent of all the lodgers of such room or specified unit of accommodation, shall on conviction in a Criminal Court be punished with fine which may extend to one thousand rupees.

(2) Every manager of a hotel or owner of a lodging house who fails to display a notice as required under section 24 of the fair rate or the number of lodgers fixed under section 22 shall on conviction in a Criminal Court be punished with fine which may extend to five hundred rupees.

CHAPTER VI.

APPOINTMENT OF THE CONTROLLER AND OTHER OFFICERS, THEIR POWERS AND FUNCTIONS.

Appoint-
ment of
Controller
and
Additional
and
Deputy
Controllers.

28. (1) The State Government may, by notification, appoint a person to be the Controller for any area or part of area to which this Act extends to exercise the powers and discharge the duties conferred and imposed upon the Controller by or under this Act in such area or part.

(2) The State Government may also, by notification, appoint any person to be an Additional Controller or a Deputy Controller for any area to which this Act extends.

(3) An Additional Controller or a Deputy Controller shall exercise such of the functions of the Controller as may, subject to the control of the State Government, be assigned to him by the Controller and in the discharge of these functions an Additional Controller or a Deputy Controller shall exercise the same powers and discharge the same duties as the Controller.

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(Chapter VI.—Appointment of the Controller and other officers, their powers and functions.—Sections 29, 30.)

(4) The Controller may—

- (a) transfer any case pending before him for disposal to any Additional Controller or Deputy Controller, or
- (b) withdraw any case pending before any Additional Controller or Deputy Controller, and
 - (i) dispose of such case himself, or
 - (ii) transfer such case for disposal to any other Additional Controller or Deputy Controller.

(5) A Controller, an Additional Controller or a Deputy Controller appointed under this section shall be either,—

(a) a member—

- (i) in Calcutta, of the Judicial Branch of the State Civil Service of not less than ten years' standing in such service, and
- (ii) elsewhere, of the Executive or Judicial Branch of the State Civil Service, or State Junior Civil Service, or

- (b) (i) an advocate or attorney of the High Court in Calcutta of not less than ten years' standing, and
- (ii) an advocate, or pleader of not less than ten years' standing elsewhere.

29. (1) The hearing of every application made to the Controller under this Act shall be completed within a period of three months, other than an application for obtaining permission under sub-section (2) of section 38, which shall be completed within a period of one month, unless, in either case, for reasons to be recorded by the Controller in writing, it is not possible for him to complete the hearing within that period.

Final hearing of certain applications.

(2) The hearing of every application shall, when it has begun, be continued from day to day unless, for reasons to be recorded by the Controller in writing, it is not possible so to do.

(3) In all proceedings before him the Controller shall consider the question of costs and may award to and against any party such costs as would be reasonable.

30. Subject to other provisions of this Act before exercising any of the powers conferred on him by this Act, the Controller shall give notice by registered post of his intention to do so to the landlord and to the tenant, if any, and shall cause a copy of such notice to be affixed in a conspicuous place at the office of the Controller, and shall duly consider any application received by him within the period specified in the notice from any person having any interest in the premises in respect of which such power is exercised.

Notice to landlords and tenants before exercising powers under the Act.

Explanation.—No such notice shall be necessary for exercise of the powers of the Controller under sections 38, 39 and 42.

(Chapter VI.—Appointment of the Controller and other officers, their powers and functions.—Chapter VII.—Appeal, Revision and Review.—Sections 31, 32.)

Power to enter and inspect premises, to require information and to summon witnesses.

31. (1) For the purposes of any inquiry for discharge of his duties under this Act the Controller may,—

- (a) enter and inspect, or authorise any officer subordinate to him to enter and inspect, any premises, hotel or lodging house at any time between sunrise and sunset; or
- (b) by written order require any person to produce for his inspection such accounts, rent receipts, books or other documents relevant to the inquiry, at such time and at such place, as may be specified in the order:

Provided that no premises shall be entered under clause (a), without the consent of the occupier, unless at least twenty-four hours' previous notice in writing has been given.

(2) The Controller shall, subject to any rules made under this Act, and, in so far as such powers are necessary for carrying out the provisions of this Act, have power to summon and enforce the attendance of witnesses, and to compel the production of documents by the same means and, so far as may be, in the same manner as is provided in the case of a Court by the Code of Civil Procedure, 1908.

Act V of
1908.

CHAPTER VII.

APPEAL, REVISION AND REVIEW.

Appeal and review.

32. (1) From every final order of the Controller an appeal shall lie—

- (a) in respect of premises within the Ordinary Original Civil Jurisdiction of the Calcutta High Court to the Chief Judge of the Court of Small Causes of Calcutta, who shall entertain and hear the appeal in the capacity of a judicial officer as described in paragraph (1), sub-paragraph (ii) of Schedule B, with power to transfer as provided therein and the court to which the appeal is transferred shall also hear it in the capacity of a judicial officer as therein described;
- (b) in respect of premises elsewhere to the District Judge of the district in which the premises in respect of which such order is made are situated, with power to transfer the appeal for hearing to any court of Subordinate Judge within the district.

(2) Such appeal shall be filed within thirty days of the order of the Controller excluding the day of the order and such time as is requisite for obtaining a certified copy of the order.

(3) The procedure for filing the appeal and powers and procedure of the court in entertaining and hearing the appeal shall be the same as in appeals from orders under the Code of Civil Procedure, 1908.

XVII of 1950.]

*(Chapter VIII.—Penalties and Miscellaneous.—
Section 33.)*

(4) From any order made in such appeal no further appeal shall lie, but the High Court may revise the order on the ground of error of law, or on the ground of material failure of justice.

(5) The Controller, the appellate officer hearing appeals from orders of the Controller, and the High Court exercising power of revision under sub-section (4), may exercise powers given to courts by sections 151 and 152 of the Code of Civil Procedure, 1908, and may also exercise the power of review given to courts by Order 47 of the Code of Civil Procedure, 1908, subject to conditions, so far as applicable, as laid down in the said Order, and subject to the law of limitation as laid down in the Indian Limitation Act, 1908.

(6) (i) Appeal from decree in a suit described in section 16, when passed by the Chief Judge of the Calcutta Court of Small Causes in exercise of capacity of judicial officer as described in Schedule B shall be to the High Court as appeal from the Court of District Judge. Appeal from decree in such suit passed by any other Judge of the Calcutta Court of Small Causes in exercise of capacity of judicial officer as described in Schedule B, shall be to the High Court, when the value of the suit exceeds rupees five thousand, as appeal from the Court of Subordinate Judge.

(ii) When the value of the suit heard by such Judge does not exceed rupees five thousand the appeal shall be to a Bench consisting of the Chief Judge and another Judge of the Calcutta Court of Small Causes other than the Judge from whose decree the appeal has been preferred as selected by the Chief Judge, and in case they differ in opinion the appeal shall be heard by a third Judge of the same court selected by the Chief Judge, other than the Judge from whose decree the appeal has been preferred, and the appeal shall be decided in accordance with the opinion of the majority of the Judges who heard the appeal, and in case there is no such majority the decision shall be in accordance with the opinion of the Chief Judge. The Chief Judge and the other Judge or Judges hearing the appeal shall do so in capacity respectively of judicial officer as prescribed in Schedule B.

CHAPTER VIII.

PENALTIES AND MISCELLANEOUS.

33. (1) Whoever knowingly—

- (a) receives, whether directly or indirectly, any sum on account of the rent of any premises in excess of the standard rent, or
- (b) receives, whether directly or indirectly, or invites offers or asks for, any premium, *salami*, fine or any other like imposition in addition to the standard rent, or

Penalty for recovering rent in excess of the standard rent.

Act V of 1908.

IX of 1908.

*(Chapter VIII.—Penalties and Miscellaneous.—
Sections 34, 35.)*

- (c) receives, whether directly or indirectly, any sum as rent in advance in excess of one month's rent without the written consent of the Controller,

shall, on the complaint of the party aggrieved or of the State Government to the Controller, be liable,—

- (i) in the case referred to in clause (a), on the first occasion, to a fine which may extend to five times the amount recovered in excess of the standard rent, and on a second or subsequent occasion in regard to the same or any other premises, to a fine which may extend to ten times the amount of such excess;
- (ii) in the case referred to in clause (b), on the first occasion, to a fine which may extend to two thousand rupees, and on a second or subsequent occasion in regard to the same or any other premises, to a fine which may extend to five thousand rupees; and
- (iii) in the case referred to in clause (c), on the first occasion, to a fine which may extend to twice the amount received in excess of one month's rent, and on a second or subsequent occasion in regard to the same or any other premises, to a fine which may extend to four times the amount so received,

to be imposed, in each case after inquiry, by the Controller.

(2) A person shall also be deemed to receive a sum in excess of the standard rent under clause (a) of sub-section (1), if he receives any form of consideration having money value as part of rent, and the total rent thus received is in excess of the standard rent.

Penalty for disturbance of easements, etc.

34. Whoever, in any case in which an order or decree for the recovery of possession of any premises is prohibited under section 12, without the previous written consent of the Controller, or save for the purpose of effecting repairs or complying with any municipal requisition, wilfully disturbs any easement annexed to such premises, or removes, destroys, or renders unserviceable, anything provided for permanent use therewith, or discontinues any supply or service comprised in the tenancy of such premises, shall, on the complaint of the party aggrieved, be liable, on the first occasion, to a fine which may extend to five hundred rupees, and on a second or subsequent occasion in regard to the same or any other premises, to a fine which may extend to one thousand rupees, to be imposed, after inquiry, by the Controller.

Payment and recovery of fine.

35. The fine imposed or any sum ordered to be paid under this Act shall be paid by the person fined or ordered to pay in the prescribed manner within thirty days from the date of the order of the Controller or within such further period as the Controller may allow for such payment for

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(Chapter VIII.—Penalties and Miscellaneous.—
Sections 36—38.)

special reasons to be recorded by him in writing and in default of such payment the fine shall be recoverable as a public demand under the Bengal Public Demands Recovery Act, 1913.

Ben. Act
III of
1913.

36. No complaint under section 33 or section 34 shall be brought against any person after the expiration of six months from the date of the commission of the act in respect of which the complaint is brought.

Limitation
for com-
plaints.

37. No distress warrant shall be issued under Chapter VIII of the Presidency Small Cause Courts Act, 1882, and no process under the Code of Civil Procedure, 1908, in execution of a decree passed *ex parte* thereunder, shall be issued, either for the attachment of property or for the arrest of any tenant, in connection with the recovery of the rent of any premises situated in any area to which this Act may apply, unless the person applying for execution, when making his application, swears or affirms by affidavit or otherwise that no part of the rent, in respect of which execution is applied for, is irrecoverable under this Act.

XV of
1882.
Act V of
1908.

Issue of
distress
warrants
and other
processes
barred in
certain
cases.

38. (1) The Controller shall, on application made to him in this behalf by any tenant in possession of any premises, cause a notice to be served in the prescribed manner on the landlord thereof requiring him to make any repairs which such landlord is bound to make to the premises or to take any measures for the due maintenance of any essential supply or service, such as the maintenance of the supply of water or electricity, the maintenance of conservancy or sanitary service and the maintenance of any lift, which such landlord is bound to maintain in the premises under the conditions of the tenancy or according to local usage.

Making of
repairs and
taking of
measures
for the main-
tenance of
essential
services
by the
tenant on
the failure
or neglect
of the
landlord
to do so.

(2) If after the service of such notice the landlord fails to show proper cause or neglects to make such repairs or to take within reasonable time such measures, as the case may be, the tenant may submit to the Controller an estimate of the cost of such repairs or measures, and may apply to him for permission to make such repairs or to take such measures himself and, thereupon, the Controller may, after giving the landlord an opportunity of being heard and after considering such estimate of cost and making such inquiries as he may consider necessary, by an order in writing, permit the tenant to make such repairs or to take such measures, as the case may be, at a cost not exceeding such amount as may be specified in the order and it shall thereafter be lawful for the tenant to make such repairs or to take such measures himself and to deduct the cost thereof, which shall in no case exceed the amount so specified, from the rent or otherwise recover it from the landlord:

Provided that the amount so deducted or recoverable in any year shall not exceed one-twelfth of the rent payable by the tenant for that year:

Provided further, that if the repairs or measures, though necessary in the opinion of the Controller exceed in cost,

*(Chapter VIII.—Penalties and Miscellaneous.—
Section 39.)*

the said amount, and the tenant agrees to bear the excess cost himself, the Controller may permit the tenant to make such repairs or to take such measures.

(3) The repairs or measures mentioned in sub-section (1) shall not be deemed to include such repairs or measures without which the premises are not habitable or usable except with great inconvenience, like keeping them wind and water tight. The landlord shall be bound to make such repairs or take such measures in any event. On his failure to do so the provisions of sub-sections (1) and (2) shall apply without the limitation as to the amount deductible or recoverable as provided in the said sub-sections.

Taking of
measures
by the
tenant in
case of
emergency.

39. Notwithstanding anything contained in section 38, if the necessity for making any repairs or for taking any measures referred to in that section, is so urgent that any delay involved in the procedure referred to therein is likely to subject the tenant to personal loss, damage or serious inconvenience, the tenant may himself cause the notice referred to in section 38 to be served in the prescribed manner on the landlord requiring him to make such repairs or to take such measures within seventy-two hours of the service of such notice and shall in every such case submit, at the same time, a copy of such notice to the Controller together with an estimate of the cost of such repairs or measures to enable the Controller to make such inquiries as he may consider necessary about the necessity of such repairs or measures and the correctness of the estimate so submitted, and if, after the service of such notice, the landlord fails to make such repairs or to take such measures within the time mentioned in the notice, the tenant may himself make such repairs or take such measures, as the case may be, and, after completion of such repairs or measures, submit to the Controller a statement of the costs thereof and thereafter the Controller, after giving the landlord an opportunity of being heard and making such further inquiries as he may consider necessary, may, by an order in writing, determine the amount of the costs which the tenant is entitled to recover from the landlord, and the tenant may thereupon deduct the amount so determined from the rent or otherwise recover it from the landlord:

Provided that the amount so deducted or recoverable in any year shall not exceed one-twelfth of the rent payable by the tenant for that year.

Explanation.—The limitation as to the amount deductible or recoverable as provided in this section shall not apply to such repairs or measures without which the premises are not habitable or usable except with great inconvenience, like keeping them wind and water tight.

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(Chapter VIII.—Penalties and Miscellaneous.—
Sections 40—43.)

40. (1) Whoever knowingly accepts or obtains or attempts to accept or obtain, whether directly or indirectly, any sum or valuable thing or any pecuniary advantage on account of any premium, *salami* or fine in addition to the rent lawfully payable under this Act, shall also, on conviction in a Criminal Court, be punished with imprisonment for a term which may extend to two years or with fine or with both and, without prejudice to any other method of recovery, the Court may order the amount paid or the value of the consideration given to be repaid to the person by whom the payment was made or the consideration given.

Criminal liability and refund of the consideration paid in addition to the standard rent.

Act V of
1898.

(2) Notwithstanding anything contained in the Code of Criminal Procedure, 1898, an offence punishable under sub-section (1) shall be cognizable and bailable.

41. (1) No landlord either himself or through any person purporting to act on his behalf shall without just or sufficient cause cut off or withhold any essential supply or service enjoyed by the tenant in respect of the premises let to him.

Cutting off or withholding essential supply or service.

(2) Any landlord who contravenes the provisions of sub-section (1) shall, on conviction in a Criminal Court, be punished with imprisonment for a term which may extend to six months or with fine or with both.

Explanation.—In this section essential supply or service includes supply of water, electricity, lights in passages and on stair-cases, lifts and conservancy or sanitary service.

42. (1) A tenant desiring to get supply of electricity from a licensee, as defined in clause (h) of section 2 of the Indian Electricity Act, 1910, may apply to the Controller, setting out the scheme for such supply.

IX of 1910.

Tenant may get supply of electricity to the premises without the permission of the landlord.

(2) On receipt of such application the Controller, after giving the landlord and the owner of the premises, if he be not the landlord, opportunity of being heard, permit the tenant to get the supply in accordance with the scheme set out in the tenant's application or in accordance with any modified scheme.

(3) On such permission being given, notwithstanding anything contained in any other law for the time being in force, the owner shall be deemed to have given the requisite consent under sub-section (2) of section 12 of the Indian Electricity Act, 1910, and the licensee shall not be liable to the owner for trespass for steps taken for supply of electricity according to the said permission.

43. Any person affected by any order of the Controller made under this Act shall be entitled to be furnished with a copy thereof, duly certified by the Controller to be a correct copy, on payment of such fees as may be prescribed, and such copy shall be admissible in evidence in any Court of Law to prove the order of the Controller.

Supply of certified copies of the order of the Controller.

*(Chapter VIII.—Penalties and Miscellaneous.—
Sections 44—47.)*

Controller
to be a
public
servant.

44. A Controller appointed under this Act shall be deemed to be a public servant within the meaning of section 21 of the Indian Penal Code.

Act XLV
of 1860.

Repeal.

45. The West Bengal Premises Rent Control (Temporary Provisions) Act, 1948, is hereby repealed.

West Ben.
Act
XXXVIII
of 1948.

Bar of
proceed-
ings.

46. No suit, prosecution or other legal proceeding shall lie against any officer of Government for anything in good faith done or intended to be done under this Act.

Power to
make
rules.

47. (1) The State Government may, subject to the condition of previous publication, make rules for carrying out the purposes of this Act.

(2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

- (a) the form of permits referred to in section 6;
- (b) the manner of obtaining the permission and executing an order referred to in section 15;
- (c) the manner of depositing rent under sub-section (1) of section 19;
- (d) the manner of sending notice of deposit referred to in sub-section (5) of section 19;
- (e) the manner of payment referred to in sub-sections (6) and (7) of section 19;
- (f) the procedure for summoning and enforcing the attendance of witnesses and compelling the production of documents referred to in sub-section (2) of section 31;
- (g) the procedure to be followed in inquiries under this Act, by the Controller, the Chief Judge of the Court of Small Causes of Calcutta and the District Judge;
- (h) the procedure for review of orders referred to in sub-section (5) of section 32;
- (i) the manner of payment of the fine referred to in section 35;
- (j) the manner of service of notices issued under this Act;
- (k) the charging or remitting of costs and fees and the fixing of a scale of costs and fees;
- (l) any other matter required to be prescribed by this Act.

(3) All rules made under this Act shall, as soon as may be after they have come into force, be laid before the State Legislature.

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(Schedule A.)

SCHEDULE A.

[See section 2(10).]

Provisions for determining the standard rent of premises.

(1) In this schedule "basic rent" in relation to any premises means—

(a) where the rent of any premises has been fixed by the Controller under the Bengal House Rent Control Order, 1942, or the Calcutta House Rent Control Order, 1943, or the Calcutta Rent Ordinance, 1946, the rent so fixed;

(b) where the rent of the premises has not been so fixed the rent which was payable for the premises on the 1st day of December, 1941, or if any increased rent was paid for the premises between that date and the coming into operation of this Act, the increased rent, which was last paid but so as not to exceed the rent payable on the 1st day of December, 1941 by more than ten *per centum* in case of premises within Calcutta and twenty *per centum* in case of other premises.

(2) Where the premises are used for residential purposes, or mainly for residential purposes, the standard rent shall be—

(a) the basic rent, if a period of three years has not elapsed after the time when rent was fixed as mentioned in paragraph (1) (a), or the increased rent as mentioned in paragraph (1) (b) was first paid;

(b) when the said period of three years relevant to the case has elapsed or elapses the basic rent increased by five *per centum*, if the basic rent *per mensem* is not more than Rs. 100, and the basic rent increased by ten *per centum*, if the basic rent is more than Rs. 100:

Provided that where the basic rent is the rent payable on the 1st day of December, 1941, the standard rent shall be the basic rent increased by ten *per centum*.

Explanation.—In this paragraph and in the next succeeding paragraph of this schedule, the expression "residential purposes" includes purposes of being used as a hospital, an orphanage, a public library, or an educational or charitable institution.

(3) Where the premises are used or mainly used otherwise than for residential purposes, the standard rent shall be—

(a) the basic rent, if a period of three years has not elapsed after the time when rent was fixed as mentioned in paragraph (1) (a), or the increased rent as mentioned in paragraph (1) (b) was first paid;

(b) when the said period of three years relevant to the case has elapsed or elapses or where such period is not relevant the basic rent increased by ten *per centum*, if the basic rent *per mensem* is not more than Rs. 100, and the basic rent increased by fifteen *per centum*, if the basic rent *per mensem* is more than Rs. 100.

(4) Where any premises have been sub-let the standard rent of the sub-tenants shall not exceed by six and a quarter *per centum* the standard rent or a proportionate part thereof which may be taken as reasonably payable by

(Schedule B.)

the tenant who sub-lets the premises according as the premises are sub-let in whole or in part and where because of the proviso to section 3 the tenant has no standard rent under this Act the excess mentioned above shall be with reference to the rent payable by the tenant:

Provided that if the tenant supplies for use of the sub-tenant in the premises any furniture at tenant's own cost, to the standard rent as determined above payable in one year shall be added ten *per centum* of the price of the said furniture as on the day of commencement of the sub-tenancy, the instalments of payment of rent being divided as may be just and convenient.

SCHEDULE B.

(See section 16.)

(1) Where the premises are situate on land, wholly within the Ordinary Original Civil Jurisdiction of the Calcutta High Court:—

- (i) When the rent payable for one month for the premises exceeds Rs. 500—

The Calcutta High Court,

- (ii) In all other cases—

The Chief Judge of the Calcutta Court of Small Causes, who shall entertain and try the suit as a Court of the District Judge under the Bengal, Agra and Assam Civil Courts Act, 1887:

Provided that he shall be entitled to transfer the suit for trial to any other Judge of the Calcutta Court of Small Causes, who shall try it as a Court of the Subordinate Judge under the Bengal, Agra and Assam Civil Courts Act, 1887.

(2) Where the premises are situate on land, wholly or partly outside the Ordinary Original Civil Jurisdiction of the Calcutta High Court—

The Court other than the Calcutta High Court, which would have had jurisdiction to try the suit if this Act were not passed.

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