

S U P R E M E C O U R T O F I N D I A
RECORD OF PROCEEDINGS

Petition(s) for Special Leave to Appeal (Civil) No.16996/1999@@
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(From the judgement and order dated 25/06/1999 in HRRP-107/94
of The HIGH COURT OF KARNATAKA AT BANGALORE)

S.R. ALLA BAKASH

Petitioner (s)

VERSUS

SHAFIA KHAN

Respondent (s)

(With prayer for interim relief)
[With Appln(s). for urging addl. grounds]
(For Final Disposal)

Date : 19/02/2001 This Petition was called on for hearing today.@@
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CORAM :

HON'BLE MR. JUSTICE D.P. MOHAPATRA
HON'BLE MRS. JUSTICE RUMA PAL

For Petitioner (s) Ms. Lily Isabel Thomas, Adv.

For Respondent (s) Mr. Dayan Krishnan, Adv. and
Mr. Nikhil Nayyar, Adv. for
Mrs. Urmila Sirur, Adv.

UPON hearing counsel the Court made the following
O R D E R

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Leave granted.
The Civil Appeal is disposed of in terms of the Signed
Order. Parties will bear their respective costs.

.SP1

(Subhash Chander)
Court Master

(S. Malkani)
Court Master

[Signed Order is placed on the file]

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IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO.1424 OF 2001@@

S.R. Alla BakashAppellant

Versus

Shafia KhanRespondent

O R D E R@@
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Leave granted.

Heard Ms. Lily Thomas, learned counsel for the appellant and Shri Dayan Krishnan, learned counsel for the respondent.

The tenant is in appeal against the judgment/order dated 25th June, 1999 of the High Court of Karnataka in HRRP No. 107 of 1994. In the said order the Court confirmed the order of the House Rent Controller directing eviction of the tenant under Section 21(1)(h) and (j) of the Karnataka Rent Control Act (for short 'the Act'). Section 21(1)(h) provides for eviction of a tenant on the ground of bona fide requirement of the landlord for occupation by himself or any person for whose benefit the premises are held. Section 21(1)(j) of the Act provides for eviction on the ground of bona fide requirement of the landlord for the immediate purpose of demolishing the building and erecting a new structure in its place.

In this case the respondent-landlady sought eviction of the appellant-tenant on the ground that the premises are required for use by her husband who is a dealer in ball bearing and also for demolition of the existing building and erection of a new structure in its place for use by her husband. Both these grounds found favour with the Controller and the order for eviction of the tenant was passed. The High Court declined to interfere with the order and dismissed the writ petition filed by the tenant.

Though in course of his argument on the previous day the learned counsel for the respondent-landlady had urged that the courts below having accepted the case of bona fide requirement, as pleaded by the landlady, the question of re-entry under section 27 of the Act need not be considered in the case, on closer examination of the matter and on the basis of instruction stated to have been received from the respondent he fairly submitted today that the landlady is ready and willing to provide similar accommodation to the tenant in the new building. He further submitted that the landlady will give three clear months' notice to the tenant before demolishing the existing building to enable him to make alternate arrangement and will complete construction of the new building within a reasonable time, say, about six months. Learned counsel also submitted that the landlady waives any further notice of re-entry, as provided in Section 27 of the Act.

Learned counsel for the appellant-tenant accepts the suggestion made by learned counsel for the respondent.

The position agreed between the parties as noted above is fair and reasonable in the facts and circumstances of the case. Therefore we dispose of this appeal with the order that the landlady will give clear three months' notice to the tenant before demolishing the existing

building and thereafter will complete the construction of the new building within a reasonable time, say, six months, and thereafter give notice to the tenant for possession of a shop room of the size as occupied by him at present in a suitable place of the new building and deliver possession of the same to him. Parties will bear their respective costs.

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.....J.
[D.P. MOHAPATRA]

.....J.
[RUMA PAL]

New Delhi.
February 19, 2001.@@
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