Mr. Speaker: The hon. Member refers to another matter and she is evidently under the impression that both of them are related. This one relates to a witness; the other one relates to contempt, where somebody is summoned and asked, "Why did you make a statement of this kind? There is a breach of privilege." In the matter relating to Shri N. C. Chatterjee, there was a unanimous agreement between the two Houses If any Member of a particular House or Legislature says something against the other House or some other legislature takes exception to a statement made by a member of this House, they do not have jurisdiction straightway against him They must look into that matter and if they feel that *prima facie* a breach of privilege of the House has been committed, they refer it to this House, because he is a member of this House and we look into it and submit whatever action we consider necessary So, there are safeguards I would request the hon Member to look into all that and see if, in spite of them, something more is necessary They are sufficient and adequate for the present Let us look into it as and when particular points arise

The question is:

"That this House agrees with the Sixth Report of the Committee of Privileges laid on the Table on the 12th December, 1958."

The motion was adopted.

12.20 hrs.

APPROPRIATION (NO 5) BILL

The Minister of Revenue and Civil Expenditure (Dr. B. Gopala Reddi): I beg to move*

"That the Bill to authorise payment and appropriation of certain further sums from and out of the Consolidated Fund of India for the service of the financial year, 1958-59, be taken into consideration"

Mr. Speaker: The question is:

"That the Bill to authorise payment and appropriation of certain further sums from and out of the Consolidated Fund of India for the service of the financial year, 1958-59, be taken into consideration."

The motion was adopted.

Mr. Speaker: I will now put the clauses to the vote The question is:

"That clauses 2 and 3, the Schedule, clause 1, Enacting Formula and the Title stand part of the Bill".

The motion was adopted.

Clauses 2 and 3, the Schedule, clause 1, Enacting Formula and the Title were added to the Bill.

Dr. B. Gopala Reddi: I beg to move

"That the Bill be passed".

Mr. Speaker: The question is:

"That the Bill be passed".

The motion was adopted.

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12 22 hrs

DELHI RENT CONTROL BILL—*contd.*

Mr. Speaker: The House will now take up the further clause by clause consideration of the Bill to provide for the control of rents and evictions, and for the lease of vacant premises to Government, in certain areas in the Union Territory of Delhi, as reported by the Joint Committee. The time allotted for this Bill is ten hours, out of which 6½ hours were taken for general discussion and 44 minutes for clause by clause consideration. We have now got 2 hours 46 minutes. Now it is 12 20 We will conclude it by about 3 o'Clock.

We have to take up clause 6. Are there any amendments?

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*Moved with the recommendation of the President.

Shri Braj Raj Singh (Firozabad): They were all moved yesterday.

Shri Parulekar (Thana): I do not wish to repeat the arguments advanced on an earlier occasion in support of the amendment for the deletion of sub-clauses (2) (a) and (2) (b) of clause 6, because it will serve no useful purpose, except to give an opportunity to the hon Minister to repeat the arguments which he had advanced earlier on several occasions

12.23 hrs.

[MR DEPUTY-SPEAKER *in the Chair*]

On this occasion I wish to draw the attention of the House to two issues of an important nature, which are covered by sub-clauses (2) (a) and (2) (b) of c ause 6 Sub-clause (2) (a) lays down that the buildings constructed between June 1951 and June 1955 will not be covered by those provisions in the Act which relate to the restriction on rent They will have a free holiday from the restrictions of these provisions for seven years I understand—and I say so subject to correction—that thousands of buildings have been built during this period by the Rehabilitation Ministry and they were then sold to displaced persons, either by auctioning them or by allotting them I further understand that the landlords who have purchased these bui dings in auction charge excessive rents to the tenants These buildings were first constructed by the Government for the benefit of the displaced persons and at a later stage they were auctioned and sold out or were allotted to the displaced persons I came across a case in which a building of such a nature, which was constructed during this period of 1951-55, fetched a rent of Rs 160 per month It was auctioned for Rs 18,000 So, the rent yielded to the landlord 10 7 per cent gross return Now the rent has been increased to Rs 300 per month by the landlord who purchased that building in the auction So the net gross return now is 21·7 per cent I would like to ask the hon Minister why the buildings which had been constructed by Government for the benefit of disp aced persons should come under the purview of this holiday referred to in sub-clause (2) (a). My submission is that such buildings which were constructed for the benefit of the displaced persons should not get the benefit of sub-clause (2)(a) and the rents of such buildings should be standard rents

I now come to another category of cases, which are covered by sub-clause (2) (b) In this connection, I would like to draw the attention of the House to sub-clause (f) of clause 14. That sub-clause says that if the building is not fit for human habitation, then, with the permission of the Controller, it can be pu led down and a new building can be constructed Suppose the Controller has given permission for pulling down a particular building After pulling it down, the landlord constructs a new building Now I would like to ask the hon Minister whether the landlord of such a building can c aim the benefit of sub-clause (2) (b) and say that as this is a new building there would be a holiday for five years and that he is entitled to charge any rent he pleases If that is so, then I would submit that the con equences of these provisions taken together will result in a great catastrophe in Delhi

In this connection, I would like to refer to an order issued under the Slum Areas Act of 1956 It is a very lengthy order and it will not be necessary to read the whole of the order But I understand that according to this order about 80 per cent of the bui dings in old Delhi are unfit for human habitation Suppose the landlords of these buildings take advantage of sub-clause (f) of clause 14, approach the Controller, get an order for pulling down all these buildings and then after pul ing them down construct new buildings and then claim the benefit of sub-clause (2) (b). Then the Rent Control Act, which we

would be passing today with the object of fixing a reasonable standard rent to the tenant, will be nullified and practically all the landlords in such cases, which will be about 80 per cent. in the whole of Delhi, will get the benefit of sub-clause (2)(b) and will be free to charge any rent they like to the tenants, thereby defeating the very object of the Bill. Therefore, I have moved my amendments. I would particularly like to draw the attention of the hon. Minister to amendment No. 118, which seeks to give protection to the tenants of such buildings. The landlords of such buildings should not be free to claim the benefit of sub-clause (2) (b) and the rent of such buildings should be standard rent.

The Minister of State in the Ministry of Home Affairs (Shri Datar): Now two points of an important nature have been raised, to which I have to reply. One question was raised by Shri Nayar. He made a reference to his own dissenting minute and said that instead of 7½ per cent., 6¼ per cent. should be taken into account. So far as we are concerned, the whole matter was fully examined by the Joint Committee and they came to certain conclusions. They granted exemptions also, as the House is aware, in respect of pre-1944 houses below Rs. 600 and in respect of post-1944 houses below Rs. 1,200. My hon. friends who put in this particular minute of dissent have agreed that clause 6, as it has now been improved by the Joint Committee, represents a very important mode of improvement, so far as this question is concerned. Under the circumstances, I would like to submit to you that what has been done in this respect is fairly satisfactory.

Then the other question that was raised by my hon. friend is with regard to what is called the rent holiday. That expression is not a very accurate expression at all. It has been dealt with in sub-clause (2) of clause 6 and also in (a) and (b). So far as these two clauses are concerned, may I point out that in respect of clause 6(2) (a) there was more or less a similar undertaking, to a certain extent, given under the Act of 1952? That was the reason why it proved to a certain extent as an incentive for the construction of certain houses. What was considered was that in such cases we ought to take into account the prevailing rent before this Bill was thought of or before the people thought that a new Bill was going to be passed. That is the reason why an earlier date has been put in.

You will kindly see that in clause 6(2) (a) the date that has been put in is the month of March, 1958. In such cases with a view to provide an incentive for persons to construct buildings which could be let out for tenants this particular date before this particular Bill was thought of, i.e., before the people believed that a Bill was going to be brought forward, has been purposely mentioned as the date on which the rent should be taken into account. Therefore, my submission to you in this connection is that the object first was that a date should be taken into account and the rent that had been agreed to or stipulated between the parties should be considered as a reasonable rent. For example, that date that has been put in which is long before people became aware of the Bill would constitute as a reasonable date. Therefore I submit that so far as clause 6(2) (a) is concerned, it is in partial implementation of what was contained in the earlier Act of 1952.

So far as clause 6(2) (b) is concerned that had already to be granted in pursuance of what was done under the Act of 1952 and what is now necessary in the furtherance of what was done then. That is the reason why it has been made out. Here, it has also been made clear that the rent on which it has been let out on any date after the 9th day of June, 1955, or when it was first let out if it was not let out then, would be considered as the rent for the period that is granted there. Therefore the expres-

[Shri Datar]

sion that in such cases there is a rent holiday is absolutely misleading In the first place what has been done is that the rent has been stabilised and has to remain as it is for a certain period of years with a view to encourage the people

Then the next point that was raised by my hon friend regarding clause 14(1) (f) is met by clause 20

Shri Parulekar: That does not cover it

Shri Datar: The hon Member will kindly see clause 20, which says

> "In making any order on the grounds specified in clause (f) or clause (g) of the proviso to sub-section (1) of section 14, the Controller shall ascertain from the tenant whether he elects to be placed in occupation of the premises or part thereof from which he is to be evicted and if the tenant so elects, shall record the fact of the election in the order and specify therein the date on or before which he shall deliver possession "

Therefore, the case that was contemplated by my hon friend, *viz*, 14(1) (f), that has been provided for If he does not elect then naturally it will be the question of new construction and will be governed by clause 6(2) (b) So, the question is whether there ought to be any restriction in favour of the tenant and he has been given an option If he does not use the option, naturally it has to be treated as a new construction entitled to the restrictions or the rights that have been given in this section Let not hon Members believe that something out of the common run has been done for the landlord The landlord has to construct buildings and there must be some incentive for the landlord to construct such buildings When he constructs the building then only in respect of rent it has been stated that these conditions have to be followed, or rather the rent has to be stabilised Let not the insinuations contained in the expression 'rent holiday' be taken into account There is nothing that is done Therefore I do not feel called upon to answer the general question of a socialistic pattern of society and the allegation that we are supporting a particular class

Shri P. R. Patel (Mehsana) How is it that there is no ceiling on property holding and rents?

Shri Datar: I do not like to pursue that particular matter

Some hon Members have suggested that they did not mind if the value of the land is raised 400 per cent or something like that That is one point Secondly, they say that it does not matter My hon friend, Shri Bharucha, contended that it does not matter if we fix it at 25% as the ceiling May I point out in this connection, as it was hinted at by the hon Home Minister yesterday, that what is set down as a ceiling becomes a floor and things start like that Therefore it would not be good to accept as the ceiling even the so-called figure of 25%

Shri Parulekar I would like to seek a clarification

Suppose an old building is pulled down and a new construction is built What is there in this Act to prevent the landlord from claiming the benefit of sub-clause 2(b)? What clause is there? He says that such a new building will not come under sub-clause 2(b) He pointed out to me clause 20(1) It does not cover that point at all

Shri Datar: Clause 20

Shri Parulekar: Clause 20(1). If he elects he can go there What about

the rent holiday? The building will enjoy the rent holiday. The landlord will say, "This is a new building which has been constructed and therefore I claim the benefit of sub-clause 2(b) and am free to charge whatever rent I like"

Shri Datar: You will kindly see clause 20(3) in this respect.

Shri Parulekar: I have seen everything.

Shri Datar: It says:

"If, after the tenant has delivered possession on or before the date specified in the order,...."

This covers the case of (f) also.

"and the landlord fails to commence the work of repairs. . .the Controller may, on an application made to him in this behalf. . .. order the landlord to place the tenant in occupation of the premises...."

So far as the question of rent is concerned, I believe the hon. Member wants to know....

Mr. Deputy-Speaker: Suppose, the tenant has made an application. Suppose he says that he wants to occupy a certain portion of the building Then what about the rent? How would that be determined?

Shri Datar: The proportionate rent would be taken into account Partly he is right He is right to this extent that in clause 6(2) we have stated that that would be taken into account as the standard rent, i.e., the rent that has been stipulated by the parties as the standard rent for the whole building The proportionate rent would be taken for the proportionate portion.

Mr. Deputy-Speaker: There would be an increase, no doubt.

I will put all the amendments to the vote of the House.

The question is:

Pages 4 to 6,—

for clause 6, *substitute*—

"6. (1) Where such premises have been let out at any time before 1st day of June, 1947, the basic rent shall be determined in context with the rental value as assessed by the defunct Municipal Committee (Delhi) for house tax purposes.

(2) Where such premises have been let out at any time on or after 1st day of June, 1947, the basic rent shall be six and one-fourth per cent of the purchase price of the land and the constructional cost of the portion occupied by the tenant.

(3) In the case of any premises whether residential or not, constructed prior or after the commencement of this Act, the annual rent shall be calculated at the rate laid down under sub-section (2).

(4) In the case of the premises which are let out for the furtherance of public interest, the rent shall also be fixed in accordance with sub-sections (1) and (2)"

The motion was negatived.

Mr. Deputy-Speaker: The question is:

Pages 4 and 5,—

for lines 30 to 37 and 1 to 22 respectively, *substitute*—

"(A) in the case of residential premises, the rent calculated at six and one-fourth per cent. of the aggregate value comprising of the reasonable cost of construction and the value of the land on which the building is constructed at four hundred per cent. of the value of the land in September 1939 or its market value at the time of construction whichever is less;"

The motion was negatived.

Mr. Deputy-Speaker: The question is:

Page 6,—

omit lines 11 to 26.

The motion was negatived.

Mr. Deputy-Speaker: The question is:

Page 6,—

omit lines 12 to 19.

The motion was negatived.

Mr Deputy-Speaker: The question is:

Page 6,—

omit lines 20 to 26

The motion was negatived

Mr Deputy-Speaker: The question is.

Page 6, line 26,—

for "such letting out" *substitute* "completion of the construction"

The motion was negatived.

Mr. Deputy-Speaker: The question is

Page 6,—

after line 26, *add*—

"Provided that premises rebuilt or reconstructed shall not be entitled to the benefits of clause (b) of sub-section (2)."

The motion was negatived.

Mr. Deputy-Speaker: The question is:

"That clause 6 stand part of the Bill."

The motion was adopted.
Clause 6 was added to the Bill.

Clause 7 (*Lawful increase of standard rent in certain cases and recovery of other charges*).

Shri Datar: Sir, I beg to move:

Page 6, lines 30 to 32,—

for "Where a landlord with the written approval of the tenant or of the Controller has at any time, whether before or after the commencement of this Act," *substitute*—

"Where a landlord has at any time before the commencement of this Act with or without the approval of the tenant or after the commencement of this Act with the written approval of the tenant or of the Controller,"

This amendment has been brought in to clarify the position. A defect was pointed out by an hon Member, I believe by Shri Bose Therefore what we did was to bring in this amendment It was only an inadvertent mistake It had remained as it is though under the new principle that we have accepted about subletting we have recast the whole position Only for that purpose it has been brought in

Mr Deputy-Speaker: Any other amendment?

Shri Jadhav (Malegaon) I beg to move·

Page 7, *omit* Lines 5 to 8

A proviso has been given in this clause which provides that nothing in this sub-section shall affect the liability of any tenant under an agreement entered into before the 1st day of January, 1952. If there is an agreement to pay the taxes, that agreement is held as valid and it has been permitted by this proviso. I am at a loss to know why these exemptions are given to a few persons and what benefit the Government is going to get by this. I want to ask the hon. Minister what percentage of the people are benefited by this. Therefore, if

the liability to pay the taxes is there, if there is scope for this, it will increase the standard rent by so much per cent. I ask that this proviso should be omitted.

Shri Datar: We have now made it clear.

Shri M. C. Jain (Kaithal): I have also given an amendment similar to that.

Mr. Deputy-Speaker. The amendment is similar to the one already moved. He may say a few words.

Shri M. C. Jain: I only endorse the views expressed by my colleague that this proviso should be deleted There is no reason why the tenants should be made responsible to pay the taxes, even if there was any contract between the landlord and the tenant prior to January 1952. The liability to pay the taxes should devolve on the landlord. The taxes are upon the property and the property is owned by the landlord. Therefore, I submit that the tenant should not be burdened with this responsibility. I hope the hon. Minister will be able to accept this amendment.

Mr. Deputy-Speaker: If the rent had been fixed originally subject to that agreement that the taxes would be paid by the tenant without an increase in the rent, will it be fair that the landlord should be burdened with the taxes? He may not get even anything out of the rent if the tax amount is as much as the rent itself.

Mr. M. C. Jain: The fixing of rent is now controlled by clause 6. The landlords have been given so many facilities. Despite any contract which he had with the tenant previous to 1952, the landlord has now fresh rights. Under certain circumstances, he can get an increase in the rent and get the standard rent fixed All those previous agreements and contracts have to cease. Under this law, the landlord gets fresh rights Therefore, the responsibility which was upon the tenant, should also cease. It should not remain when the landlord gets fresh rights.

Shri Datar: You Sir, have already kindly made the whole position clear. I would only add, for the first time, in the rent law it was made clear that it is the landlord only who should pay the taxes. This has been made clear in the earlier sub-clause (2) of clause 7. It was considered that, especially before 1952, if the parties had come to a certain agreement in respect of the payment or obligation to pay the taxes by the tenant himself, that would naturally have been readjusted in respect of the quantum of rent itself. Under the circumstances, what has been done is, the general policy to be followed is, except where it is necessary to control or restrain certain acts, the contractual obligations should be considered as sacred.

Shri Jadhav: Under pressure of circumstances?

Shri Datar: No question of pressure. It is only now that the law has been made clear.

राजा महेन्द्र प्रताप (मथुरा) : माननीय डिप्टी स्पीकर साहब, मैं कहना चाहता हूं कि इस तरह की बहुत सारी क्लाजिज रख कर आप वकीलों को बहुत ज्यादा मौका देते है कि वे बहुत सारा पैसा बनायें। सीधी सादी और साफ साफ बात यहां आनी चाहिये थी ताकि उनका आपस में ही फैसला हो जाता। मेरा यह कहना है कि इसमें ज्यादा मारेलेटी का, इखलाक का खयाल रखा जाना चाहिये था। सरकार कानून बना कर जब अपने हाथ में काम ले लेती है, तब और भी ज्यादा तकलीफ होने लगती है। मेरा कहना यह है कि होना यह चाहिये कि जो किरायेदार है और जो लैंडलार्ड हैं वे खुद ही फैसले कर लें और हमारा यह काम नही होना चाहिये कि हम बहुत ज्यादा कानून बना कर उनको उलझनों में डालें। हमें चाहिये कि जो अव्वाम

[राजा महेन्द्र प्रताप]

है उनको मौका दें कि वे अपना इंतिजाम आप करें ।

मुझे दो ही बातें कहनी है । मैं कोई ज्यादा तकरीर नही करना चाहता । एक तो यह है कि कानून बना कर हम बहुत ज्यादा उलझनें पैदा न करें और आपको चाहिये कि आप वकीलो को ज्यादा पैसा कमाने के लिए प्रोत्साहित न करें और उनका ज्यादा खयाल न करे । दूसरे मुझे यह कहना है कि ज्यादा कानूनो को अपने हाथो मे लेने की कोशिश आप मत करें और यह भी और वह भी पावर अपने हाथ मे आप न ले । होना यह चाहिये कि जो अव्वाम है उनको जिस में फायदा मालूम देता है जो उनके फायदे की चीज है उसको करने का उनको मौका दिया जाए ।

उपाध्यक्ष महोदय: माननीय सदस्य को मैं मशिवरा दूगा कि जो ला कमिशन बना आ ह, उसके सामने बतौर गवाह के जा कर वह ये बातें कहें ।

The question is:

Page 7, omit lines 5 to 8

The motion was negatived

Mr. Deputy-Speaker: The question is:

Page 6, lines 30 to 32,—

for "Where a landlord with the written approval of the tenant or of the Controller has at any time, whether before or after the commencement of this Act," *substitute*—

"Where a landlord has at any time before the commencement of this Act with or without the approval of the tenant or after the commencement of this Act with the written approval of the tenant or of the Controller,"

The motion was adopted.

Mr. Deputy-Speaker: The question is.

"That c ause 7, as amended, stand part of the Bill."

The motion was adopted.

Clause 7, as amended, was added to the Bill.

Mr. Deputy-Speaker: The question is:

"That clause 8 stand part of the Bill"

The motion was adopted.

Clause 8 was added to the Bill.

Clause 9—(*Controller to fix standard rent etc.*)

Shri M. C. Jain: I beg to move:

Page 8, *omit* lines 16 to 18.

I am asking that this proviso should be omitted I think the hon Minister will accept this amendment Clause 9 gives powers to the Rent Controller to fix the standard rent. But, this proviso restricts his power to fix the rent only for one year prior to the date of the application Under clauses 4 and 5 which have been passed, the provision is that only the legal rent could be realised, the rent which is legally recoverable. A rent which is more than the standard rent cannot be realised Therefore, this proviso creates an ambiguity and confusion. Whereas in the previous clauses, a rent more than the realisable rent, the legal rent, cannot be realised, under this clause, the Rent Controller is forbidden to fix the standard rent prior to a period which goes more than one year from the date of application. Therefore, my amendment is that this proviso should be deleted. If this proviso is deleted, the Rent Controller is authorised, his power is not taken away, rather he is empowered to fix the standard rent not

only for one year, but for three years previous to the date of the application, in which case the rent can be realised for all the years. If the proviso stands, if the amendment is not accepted, the Rent Controller will not be able to fix the standard rent for a period prior to that date. Therefore, I think the hon. Home Minister will see the reasonableness of the amendment and will be kind enough to accept it. It will give further some small concession to the tenants and clause 9 will be in accordance with the previous clauses which we have passed.

Shri Datar: In such cases, ordinarily the practice is that from the date of the application the rent is to be fixed, but the Joint Committee considered the whole question and they stated that one year back should be the period that should be taken into account. That is the reason why the standard rent that is to be fixed will be not only from the date of the application, but will relate back to a period of one year. That is quite reasonable, and it would not be possible or good to take it back further on

Mr. Deputy-Speaker: His fears are that the Controller will not be able to fix the standard rent for a period earlier than one year.

Shri Datar: Yes, but what the Joint Committee has done is this: he shou d fix the rent not only from the date of the application, but for a year preceding that

Shri M. C. Jain: I want that the Rent Controller should be able to fix the standard rent for the whole three year period which the period of limitation allows If this proviso stands, clauses 4 and 5 which we have passed....

Mr. Deputy-Speaker: The hon. Minister says that it will be unfair that the standard rent fixed at this moment should be made applicab'e to a period previous to one year.

Shri Datar: He should fix it, but so far as the quantum of the standard rent is concerned, that is confined to one year.

Shri P. R. Patel: The case would be like this, that the landlord cannot get more rent than standard rent, and if he takes more, then it is illegal under the law The maximum period given is one year. Naturally, that would be al'owing the landlord to expropriate the money if he has taken more rent illegally for more than one year.

Mr. Deputy-Speaker: The question is·

Page 8, *omit* lines 16 to 18

The motion was negatived.

Mr. Deputy-Speaker: The question is

"That clause 9 stand part of the Bill".

The motion was adopted

Clause 9 was added to the Bill

Mr. Deputy-Speaker: The question is.

"That clauses 10 and 11 stand part of the Bill"

The motion was adopted

Clause 14 (*Protection of tenant against Bill.*

Mr. Deputy-Speaker: There are no amendments to clauses 12 and 13.

The question is

"That clauses 12 and 13 stand part of the Bill"

The motion was adopted

Clauses 12 and 13 were added to the Bill

Clause 14—(*Protection of tenant against eviction*)

Mr. Deputy-Speaker: There are a number of amendments

Shri Purulekar: I beg to move:

Page 10, line 3,—

for "on or after the 9th day of June, 1952" *substitute* "after this Act comes into force"

Page 11,—

after line 20, *add*—

"Provided that after the completion of such work within a reasonable time the tenant is given the possession of the premises, if so desired."

Page 11,—

after line 5, *add*—

"Provided that when the termination of service or employment of such tenant is under dispute, he shall not be evicted until the dispute is disposed of by a competent authority."

Page 10,—

omit lines 34 to 38.

Shri P. R. Patel: I beg to move:

Page 10, line 41,—

after "a" *insert* "suitable".

Shri Assar (Ratnagiri): I beg to move:

Page 10,—

omit lines 8 to 14

Shri C. M. Kedaria (Mandvi—Reserved—Sch. Tribes): I beg to move:

(1) Page 11, line 27,—

after "default" *insert* "within twelve months"

(2) Page 11, line 28,—

for "for three consecutive months" *substitute*—

"on three occasions within a period of eighteen months".

Shri Datar: I beg to move:

Page 11, line 36,—

for "sub-let" *substitute* "let".

Shri M. C. Jain: I beg to move:

Page 10,—

after line 41, *add*—

"Provided that the possession of a residential premises can only be recovered under this clause."

Shri P. R. Patel: My amendment is a very small one. I want to insert the word "suitable" in clause 14(1)(h), so that it would read "or been allotted, a suitable residence".

Shrimati Subhadra Joshi (Ambala): It was there before, and it was removed later on.

Mr. Deputy-Speaker: He wants to restore that.

Shri P. R. Patel: I want to restore it In section 13(h) of the old law, the wording is "suitable residence".

Mr. Deputy-Speaker: It is admitted. It was there and it was removed.

Shri P. R. Patel: I will give you a concrete case Suppose a man is in possession of a house, and he is allotted some residence which is not suitable Suppose there is a family of ten persons and a small house is allotted which is not convenient or suitable Should the man lose his house? That is the only question. I hope the hon. Minister will agree with me.

Shri Radha Raman (Chandni Chowk) The hon. Member has mentioned that the word "suitable" may be added to the word "residence". It may be recalled that in the Joint Committee this question was discussed threadbare, and it was decided that the word "suitable" should not be added to it. The reason was that when a house is allotted, it is to be taken that allotment will be made on the basis of suitability. Houses are not allotted without consideration of suitability. Sometimes people build houses also, and they want to live therein, If they build only with

the intention of letting it out, they should not be given that privilege Therefore, I say the word "suitable" should not be added here, because it will take away the meaning, and it will lead to so many misuses by the persons who do not want to vacate the houses they are occupying They may say that the allotment is not suitable, but it will be made on considerations of suitability, and if they build, they should also build for the purpose of living therein, not for letting it out

Mr. Deputy-Speaker They should build only suitable houses

Shri M. C Jain Clause 14 relates to the conditions under which the Controller can evict a tenant Sub-clause 1(e) of this clause provides that possession can be recovered of the residential premises let out if they are required *bona fide* by the landlord for occupation as a residence for himself or any member of his family dependent on him But sub-clause 1(h) provides that the tenant can be evicted if he has whether before or after the commencement of this Act, built acquired vacant possession of, or been allotted a residence My point is that the tenant should be dispossessed only if it is a residential quarter not from his shop or any other quarter which he occupies He should not be evicted from his non-residential premises, that is my amendment

13 hrs

The Rent Controller can eject a tenant on one or more grounds If the tenant does not suffer from one disability he can be evicted on some other There is a conflict between sub-clause (e) and sub-clause (h) Under sub-clause (e) he can be ejected only from a residential quarter if the landlord or his family needs it Even if a landlord or his family needs a premises which is non-residential for his *bona fide* purposes, under this sub-clause he cannot be ejected But under sub-clause (h) if it stands as it is and my amendment is not accepted the tenant can be ejected if he has built a residential house or acquired one There is a clear divergence which I think the hon Minister will appreciate Therefore, my amendment tries to remove this disparity and if this amendment is accepted it will be in accordance with sub-clause (e) A tenant can be ejected only from a residential premises and not from a non-residential premises

श्री आसर (रत्नागिरि) : उपाध्यक्ष महोदय, मैं ने क्लाज १४ पर अमेंडमेंट नं० ३० और १३१ दिये हैं। मेरे अमेंडमेंट देने का विशेष कारण यह है कि यह दिया गया है कि ९ जन १९५२ के बाद अगर कोई किरायदार अपनी जगह को सबलेट कर दे या दूसरे को दे दे ता मालिक मकान उस जगह को किरायेदार से वापस लेने का अधिकार रखता है। इस लिये मेरा सुझाव यह है कि '९ जन १९५२" के बजाय "आफ्टर दिस ऐक्ट कम्स इनटो फार्स" का वाक्य वहां रख दिया जाये। जगह का सबलेट करने की मनाही तो पिछले ऐक्ट में भी थी, लेकिन जगह की कमी के कारण सबलेटिंग नित्य का व्यवहार हो गया था। सन् १९५२ के बाद आज ६ वर्ष हो गये। जिन लोगों ने उस के बाद सबलेटिंग की है उन को ६ वर्ष के बाद घर से निकालना बहुत बड़ा अन्याय है। आज सबलेटिंग वालों की संख्या इतनी बड़ी है कि उन लोगों को बेघर करने से या घर से बाहर निकालने से एक बहुत बड़ी समस्या खड़ी हो जायेगी, और उन लोगों के साथ अन्यायपूर्ण व्यवहार तो होगा ही। इस लिये मेरा सुझाव है कि उन को घर से बाहर निकालने के लिये इस ऐक्ट के फोर्स में आने के बाद का समय लिखा जाय और उसे स्वीकार किया जाय।

Mr Deputy-Speaker: Shri Parulekar

Shri Radha Raman rose—

Mr. Deputy-Speaker: Mr. Radha Raman spoke just now.

Shri Radha Raman: I have something to say about another amendment.

Mr. Deputy-Speaker: He cannot be allowed to speak on every amendment. All these amendments are before the House together.

Shri Parulekar: Mr Deputy-Speaker, Sir, I will first deal with my amendment No 29 which relates to sub-clause (b). This sub-clause deals with the question of sub-tenants. Sub-clause (b) lays down that if a tenant has sub-let any premises in his possession after June 1952 without the consent of the landlord, one of the penalties will be that he will be evicted Of course, there are other penalties provided; he can be fined to the extent of Rs 1,000 The second result will be that the sub-tenant will also be thrown on the streets It is true that it was provided in the earlier Act of 1952 that no sub-tenancies should be created without the consent of the landlord. But realities are more stubborn than laws which are made and an emergency does not conform with the provisions of any law We cannot quarrel with realities; they have to be faced and they have to be solved.

It is a fact—and the hon Minister I think is aware and will not deny,—that after 1952 sub-tenancies numbering about thousands have been created without the consent of the landlord What is the solution which he offers for this problem? Is it a solution of the problem to say that we have enacted in 1952 that it will not be legal to create sub-tenancies without the consent of the landlord? Is t a reply which will solve the problem? No, the problem will be there and the problem will have to be solved.

What will be the result? He says that this is an improved measure and he always brings forward the argument that we have agreed that it is so Yes, Sir, it is an improvement. But that does mean that it is an improvement when compared to the Bill introduced in the House.

What will be the effect of this sub-clause? The sub-tenants will be thrown on the streets; the tenants will be evicted. But in order to legalise all these illegal sub-tenancies the sub-clause gives a weapon in the hands of the landlord to screw money. Nobody is likely to be thrown on the streets, because nobody can live without shelter. So, they will be compelled to pay extra money to the landlord to get legalised what is illegal This is what is going to be the effect of this Act

Is this the way of facing realities? Is it the way of solving the problems? My amendment is to the effect that in future sub-tenancies must not be created without the consent of the landlord Even that is not a satisfactory solution according to me But when I am faced with two evils I choose the lesser evil That lesser evil is that in future at least let us provide in the Bill that sub-tenancies must not be created without the consent of the landlord But those sub-tenancies which exist today without the consent of the landlord must be legalised Do not penalise them; do not throw them on the streets or foot-paths or into the clutches of the landlord, so that in order to legalise what is illegal he may screw money from the tenants.

There is another amendment which I have moved, namely 32 which deals with employees who have been provided with accommodation by their employers and they are their tenants Sub-clause (i) provides that as soon as their services are terminated there would be a justifiable ground for evicting them On appearance it seems to be a very reasonable provision The employee had been given shelter because he was in

service of the employer As soon as the service terminates, he should have no right to live in the accommodation On the face of it it looks reasonable But this is the provision of which the employers take advantage and make the employees submit to conditions whenever they go on strike

Supposing for a just grievance they go on strike The employer immediately issues a notice saying that their services are terminated and therefore they must vacate the premises If the employees do not vacate the premises the employer can go to the Controller and say that their services have been terminated, they are no longer in his service and therefore they shou d be evicted This is a threat under which m many cases an employee has been compelled to surrender his just grievance, because the other alternative open to the employee is to agree to be thrown on the streets My amendment seeks to say that when the termination of the service of such a tenant is under dispute he shall not be evicted until the dispute is disposed of by a competent authority I do not deny the reasonableness of the proposition that after the termination of the service, the tenant should be evicted, I concede that But I only provide a safeguard So long as the dispute is not finally settled, the employee shou d have a right to remain in the accommodation and should not be evicted There is another amendment which I have moved, namely, amendment No 33 It is a very reasonable amendment I have to judge whether the hon Minister is reasonable enough, by finding out whether he accepts it or not

Mr. Deputy-Speaker: Has he never tested him before?

Shri Parulekar: I have tested him, but this is the most reasonable amendment, and this will be the last test.

Sub-clause (1) of clause 14 says that whenever the Delhi Development Authority or other municipal authorities require that the bui ding must be repaired, the tenant can be evicted with the permission of the Controller, if the building cannot be repaired without the premises being vacated. This is a good provision, and I have no quarrel with it But I only want a proviso to be added to it, saying that after the completion of such work, the tenant should have a right to come back My amendment does not go beyond the four corners of the purpose of this legislation as it has been framed by Government All that it seeks to provide is that after the work has been completed, after the building has been repaired, the tenant should have a right to come back It is meant only to safeguard the interests of the tenant, so that the land ord may not have the right to say 'No' later on

Shri Radha Raman: Subject to his paying the rent

श्री आसर मैं ने अमेंडमेंट न० १३२ दिया है ।

Mr. Deputy-Speaker: The hon. Member has spoken already

Shri Assar. I forgot my amendment No 132

Mr. Deputy-Speaker: Should I be penalised for that?

Shri Assar: I have to speak a few words on this

Mr. Deputy-Speaker: A few words are as good as many words If chance is to be given, then he might say any number of words that he likes But that is not ordinarily given He ought to anticipate what all is to be done, and then he should confine himself to the time that has been given to him

Anyhow, I shall give him an opportunity I shall have to give an opportunity to Shri Radha Raman also in that case.

श्री आसर : मैं अपने अमेंडमेंट न० १३२ पर यह कहना चाहता हूं . . . .

Mr. Deputy-Speaker: That amendment is the same as amendment No. 32 that has been moved already Therefore, the hon Member need not worry about it.

श्री आसर : मैं इस बारे में कुछ कहना चाहता हूं ।

उपाध्यक्ष महोदय : अगर उन को अमेंडमेंट को मूव करना होता तो मैं वक्त दे देता ।

Shri Radha Raman: I only want to draw the attention of the hon Minister . . .

Mr. Deputy-Speaker: When the amendments have been moved, and the clause and the amendments are together before the House, hon Members can anticipate what the Movers of the amendments would speak, and they should beforehand give their defence to those arguments. More than one opportunity cannot be afforded Anyhow, I shall make an exception at this moment.

Shri Radha Raman I only want to draw the attention of the hon Minister to amendment No. 95 by Shri Shree Narayan Das, which reads:

Page 11, line 9, *after* 'notice' *insert* . . .

Mr. Deputy-Speaker: It has not been moved. Shri Shree Narayan Das is not present

Shri Radha Raman: I was just drawing the attention of the hon. Minister to it It only makes a verbal change The hon Minister could consider it

Mr. Deputy-Speaker: That could be done even by a whisper to him, just by going over to him.

Shri Mulchand Dube (Farrukhabad): The Bill seems to be proceeding on the assumption that all the landlords are rich and all the tenants are poor. I beg to submit a few words on behalf of the poor house-owners.

Suppose a person drawing a salary of Rs. 200 or so per month working in a shop succeeds in purchasing a house which is a two-roomed house. Suppose in one of the rooms, some business is being carried on. When that man wants the house, he finds that in one of the rooms, some business is being carried on, and he can get possession of one of the rooms only. Suppose he has a family consisting of a wife and two children, then he wants the other room also The question, therefore, arises whether there is any provision in this Bill for such a thing

I would draw the attention of the hon Minister to sub-clause (e) of clause 14 which reads:

> "That the premises let for residential purposes are required *bona fide* by the landlord for occupation as a residence for himself or for any member of his family "

The question, therefore, arises whether if a business is being carried on in one of the rooms, that poor house-owner is not entitled to recover possession of that one room for his family and himself

The distinction that is running in this Bill is this Premises let for residential purposes are treated differently from those let for commercial purposes There might have been justification for keeping this distinction in 1947 and 1948 For, 1948 was a period when a large number of refugees had come from the Punjab and elsewhere, and it would not have been proper to disturb them, if they had once entered into possession of some house, were carrying on some business and were in some way settled; it would not have been proper to disturb them and again evict them from that place. The dis-

tinction may have been desirable in 1948. But the question is whether the same circumstances exist at present My submission is that the same circumstances do not exist at present So, the hon Minister may see his way to make some provision whereby relief could be granted to the poor house-owners also who have no house to live in and who will not be able to take possession of the house which they may acquire according to this Bill

My submission is that the hon Minister may think about it

Shri C. M. Kedaria (Mandvi—Reserved—Sch Tribes) I urge upon the hon Minister to accept my amendments Nos 105 and 106

I do appreciate the spirit of the Bill This is a Bill to protect or safeguard the interests of the tenants You know that when calamities come, they come by bounds And if a person is turned out of the tenement because he is unable to pay the rent, because of his unavoidable circumstances, it will not be a social justice, it will be just like a drop of poison in a full cup of milk

So, in order to give time for the poor creature who is unable to pay the rent in time, I have provided in my amendments that sufficient time may be given in genuine cases I request the Government to accept them

Shri Datar: Four points have been raised in the course of the discussion on the amendments I shall take Shri M C Jain's amendment first He says that some further provision should be made in sub-clause (h) of clause 14 But may I point out to him that the expression used is

> " built, acquired vacant possession of, or been allotted, a residence "

The word here is 'residence', and that is enough to meet all his misapprehensions in this respect

The other point that was raised was by my hon. friend who stated that .

Shri M. C. Jain: May I point out that the tenant only gets a residence? He should be ejected only from the residence and not from non-residential premises The hon Minister has not understood my point.

Shri Datar: If my hon friend reads the whole sub-clause, he will understand it It will be understood that when he builds a residence, he will build a suitable residence; when he gets vacant possession of a residence, it is given by some authority Similarly also, in the case of allotment, the question of suitability will be taken into account, before either a residence is given or vacant possession of a residence is given So, one authority will consider the question whether the residence is suitable or not That was the reason why in the original Bill, we had put in the words 'suitable residence' But the Joint Committee considered the whole question and stated that it should not be open to the Controller to go through the whole question again and to consider afresh whether it is suitable It is presumed to be suitable, and, therefore, that word is not necessary

Shri P. R. Patel. So the will of the Controller will decide the matter

Shri Datar: As regards amendment No 29, may I point out that the hon Member has raised the question of sub-letting afresh? Now, he asked me to be reasonable I am reasonable in respect of all the amendments that were fully considered and accepted by the Joint Committee This is not merely a Government Bill Let the hon Member understand that this is a Bill which has been fully considered by the Members of the Joint Committee Under these circumstances, I am prepared to go to the fullest extent so far as the Joint Committee is concerned But I can only say that all the grace that my hon friend and some other hon Members had in stating

[Shri Datar]

what they did so far as the improvement of the Bill is concerned, is, it is rather unfortunate, being taken away. This is what I read from his own dissenting minute. We do feel that the Bill has been improved considerably even in respect of the eviction clauses . . .

Shri S. V. Parulekar: No. (*Interruptions*).

Mr. Deputy-Speaker: He says that even that improvement does not give him satisfaction.

Shri Datar: Absolutely unconditioned expressions had been used. Now he is putting in objections.

Shri S. V. Parulekar: He does not understand my point.

Shri Datar: It is not necessary to pursue that matter

Then he brought in a point that certain employees be allowed to continue until a competent authority declares on the point. May I invite his attention to sub-clause (9) of clause 14? It covers his case. It says:

> "No order for the recovery of possession of any premises shall be made on the ground specified in clause (i) of the proviso to sub-section (1), if the Controller is of opinion that there is any *bona fide* dispute as to whether the tenant has ceased to be in the service or employment of the landlord"

Therefore, that has been provided for. It cannot be provided that he should continue until the dispute is settled because that will be putting a premium on wrong. With a view to retain possession, oftentimes disputes on other than legitimate grounds are purposely raised. As the law says, a man should not be allowed to take advantage of his own wrong. That is why this provision has been made in this case.

So far as the question of 'family' is concerned, the wording is very clear in sub-clause (e) of clause 14(1).

> "premises let for residential purposes are required *bona fide* by the landlord for occupation as a residence for himself".

That was the original wording we had. The Joint Committee introduced these words "or for any member of his family dependent on him". This saving clause is essential; otherwise, 'family' might mean any person within the 12th or 14th degree or whatever it may be. Therefore, it was necessary to circumscribe the scope of 'family'. That is why this wording has been put in. The son or daughter or others who are dependent on him can surely come in.

As regards Government amendment No. 136, for the word 'sub-let' in line 36, page 11, we want to substitute 'let'.

Mr. Deputy-Speaker: The question is·

> "Page 11, line 36,—
>
> *for* "sub-let" *substitute* "let".
>
> *The motion was adopted.*

Mr. Deputy-Speaker: Now I shall put all the other amendments to vote

The question is:

Page 10, line 3,—

for "on or after the 9th day of June, 1952" *substitute* "after this Act comes into force".

The motion was negatived.

Mr. Deputy-Speaker: The question is:

Page 11,—

after line 5, *add*—

> "Provided that when the termination of service or employment of such tenant is under dispute,

he shall not be evicted until the dispute is disposed of by a competent authority."

The motion was negatived.

Mr. Deputy-Speaker: The question is·

Page 11,—

after line 20, *add*—

"Provided that after the completion of such work within a reasonable time the tenant is given the possession of the premises, if so desired"

The motion was negatived.

Mr. Deputy-Speaker: The question is

Page 10,—

omit lines 34 to 38

The motion was negatived.

Mr. Deputy-Speaker: The question is

Page 10, line 41,—

after "a" *insert* "suitable"

The motion was negatived.

Mr Deputy-Speaker: The question is:

Page 10,—

omit lines 8 to 14

The motion was negatived

Mr. Deputy-Speaker: The question is:

Page 11, line 27,—

after "default" *insert* "within twelve months"

The motion was negatived

Mr. Deputy-Speaker: The question is

Page 11, line 28,—

for "for three consecutive months" *substitute*—

"on three occasions within a period of eighteen months"

The motion was negatived.

Mr. Deputy-Speaker: The question is.

Page 10,—

after line 41, *add*—

"Provided that the possession of a residential premises can only be recovered under this clause"

The motion was negatived.

Mr. Deputy-Speaker: The question is

"That clause 14, as amended, stand part of the Bill."

The motion was adopted.

Clause 14, as amended, was added to the Bill.

Clause 15—(*When a tenant can get the benefit of protection against eviction*)

Shri Jadhav (Malegaon): I beg to move

Page 14,—*after* line 14, *insert*—

"(6A) If the decree for ejectment against a tenant for non-payment of rent under the Delhi and Ajmer Rent Control Act, 1952, is pending execution at the commencement of this Act but the tenant is still in possession of the premises and he has paid all arrears of rent—arrears and current—and continues to pay his rent regularly, and there are no arrears of other dues, then the tenant shall not be evicted in execution of decree"

Shri Asar: I want to move No 77

Mr. Deputy-Speaker: It is the same as amendment No 1

Shri Vajpayee: The amendments are the same But the hon Minister is in no mood to accept them

An Hon. Member: Then what is the use of moving them?

Shri Jadhav: As many as 22 hon. Members have signed this amendment. It is a most important amendment. In the Bill as it has emerged from the Joint Committee, there is no provision for persons who have paid rent regularly. For minor faults, eviction decrees have been passed against them. They have not been executed for non-payment of rent Subsequently, they continue to pay rent regularly for a long time having no arrears of any kind They continue to be in possession of the same premises till the enforcement of the present Bill. These tenants had agreed to the decree of ejectment being passed against them on the condition that they would be given some time to vacate the premises and pay the arrears In most of these cases, they have paid the rent in time They are regularly paying it Under such circumstances, these tenants must be given protection under the present Bill.

I may humbly try to bring to the notice of the hon Minister that this protection is to be given to the tenants whose tenancies are there Many of them may be even Government servants. I raised this point yesterday, but could not get a satisfactory explanation in the reply given by the Home Minister The House was not taken into confidence. The House was not told what was the number of Government servants and staff of the defence services provided with residential quarters. As far as my conjecture goes, more than 25—30 per cent of Government servants have not been provided with quarters What will be their fate? Under such circumstances, the amendment which has been signed by 22 Members at the same time must be taken into consideration and some justice done to these people.

Shri S. V. Parulekar: I will not say anything as regards the merits of this amendment because they are so obvious. But this amendment has been supported by all sections of this House. That is one point which I would like the Minister to take into account. It is supported even by Members of the Congress Party. It is supported by all parties. That itself should be proof enough to show that it is a very reasonable amendment which Government ought to accept.

If the hon Minister is not prepared to accept it in the form in which it has been moved, I would like to suggest that if such cases are allowed to be reviewed under the new Act, it will give relief to the tenants who come under this category. I think this matter was also discussed in the Joint Committee I was under the impression—of course, I cannot say it for certain—that something of this nature would be provided in the Bill. So, I would request the hon Minister to consider the whole issue If this clause is not amended in the way in which we have suggested it to be amended, I understand that about 3,000 tenants will be affected.

श्री वाजपेयी (बलरामपुर) उपाध्यक्ष महोदय, यह एक ऐसा संशोधन है जिसके कि बारे में अधिकांश सदस्यों ने चाहे वह किसी भी दल के हों, एक मत होकर इस सम्बन्ध में अपने विचार प्रकट किये है । इस संशोधन को स्वीकार करने में शासन की ओर से यह आपत्ति खड़ी की जा सकती है कि न्यायिक दृष्टि से, न्यायदान की दृष्टि से किसी भी डिग्री को रीओपेन करना ठीक नहीं है जैसा कि कल पंडित ठाकुर दास भार्गव ने कहा था ।

मैं आपका ध्यान इस विधेयक के क्लाज ५५ की तरफ खींचना चाहता हूं । इस क्लाज में इस बात की व्यवस्था की गई है कि जो भी डिग्रियां दिल्ली टेनेन्ट्स टेम्पोरेरी प्रोटेक्शन ऐक्ट, १९५६ के अन्तर्गत होंगी, उनको रीओपेन किया जा सकेगा । अब जो संशोधन रखा गया है उसके सम्बन्ध में सरकार चाहे तो उस संशोधन को शीघ्र स्वीकार कर के और जिनके खिलाफ डिग्रियां दिल्ली और अजमेर

रेंट कंट्रोल ऐक्ट, १९५२ के अन्तर्गत जारी हो चुकी है किन्तु जो मकानों का किराया दे रहे हैं और उन्हीं मकानों में बने हैं, उनकी बेदखली करना रोक दे। यदि मंत्री महोदय को यह स्वीकार करने में कोई आपत्ति हो तो मेरा निवेदन है कि क्लाज ५५ के अन्तर्गत जो व्यवस्था दिल्ली टेनेन्ट्स टेम्पोरेरी प्रोटेक्शन ऐक्ट, १९५६ के अन्तर्गत जारी की गई डिग्रियों के सम्बन्ध में की गई है वही व्यवस्था दिल्ली और अजमेर रेंट कंट्रोल ऐक्ट, १९५२ के सम्बन्ध में कर दी जाये तो बहुत सी बेदखलिया रुक सकती हैं।

Shri P. R Patel: Mr. Deputy-Speaker, Sir, I am sure the hon. Minister will accept this amendment. There should be some exceptions in life and I hope this amendment will be one exception.

Certain decrees were passed for non-payment of rent regularly That was the only fault The decrees are there and the tenants are living in the houses. They are not ejected yet in execution of the decrees The only question will be this: whether any protection should be given to such tenants?

What is the intention and aim of this Bill? This Bill is intended to give some protection to the tenants It is not brought forward to give some further rights to or to maintain the existing rights of the house-owners. We put restrictions on the rights of the house-owners This question is very simple The tenants are not ejected in execution of the decree It means that the decrees are there but they have not been executed and the tenants are in possession of the houses.

The second thing is that whatever protection we give is subject to their paying the rents regularly. We want to give protection only to *bona fide* tenants and none else. Otherwise, if about 3,000 to 5,000 tenants are ejected, they will be put on the streets. Is it desirable to put these persons on the streets? That is a matter to be considered; and, I hope the hon. Minister will consider the matter.

The next question is: whether a decree should be re-opened? I would give instances so far as the different Acts passed by the different States are concerned The decrees have been re-opened and re-accounting has been done on the principle of giving benefit to the tenants, the agriculturists, etc.

What is there in the Delhi Tenants (Temporary Protection) Act, 1956? It stays execution of decrees passed against certain types of tenants. Even the decrees are there. We say that the possession of the tenants shall not be disturbed; we give protection to them. But, in that Act if the decrees that have been passed for the non-payment of rent were not stayed Such decrees had been stayed which we could not even imagine, which gave even some relief to the tenants But, I do not want to go into these matters.

Yesterday I raised the point and put a question to the hon. Home Minister, Shri Pant, and he said that the protection given under the Act of 1956 was only for vacant premises. Then he said:

> "I think other lands that are attached to the buildings come within it, but these amaldars, as I tried to indicate, stand on a different footing altogether."

But my humble submission is that if we look to the law of 1956, that is not the case. I would submit that it only says, in section 4, that so long as the Act remains in force, no decree or order, whether passed before or after the commencement of this Act, for the recovery of possession of any premises shall be executed against any person except in the following— and certain decrees are given there. One of them is for non-payment of rent.

[Shri P. R Patel]

However, in clause 55, that principle has also been accepted that the decree could be re-opened The only question could be whether this principle should be extended to decrees for non-payment of rent, and not for any other purpose The only fault of the tenant was that he could not pay the rent regularly and the decree has been passed We are not encouraging other types of tenants who misbehave and do certain things I would request the hon Minister to give some sympathetic thought to this amendment

By accepting this amendment he would be giving some protection to this type of tenants who have paid their rents or who would be prepared to pay their rents and are already in possession They should not be dispossessed I hope the hon Minister will make an exception so far as this matter is concerned

Shri M C Jain: Mr Deputy Speaker, I rise to support this amendment I do not want to repeat the arguments already advanced in favour of this amendment

Mr. Deputy-Speaker: They need not be repeated

Shri M C. Jain: But I beg to submit that if we look into the provisions of the Delhi and Ajmer Rent Control Act, 1952, with regard to ejectment on the ground of non-payment of rent, according to the relevant section of that Act, a tenant could be evicted if he did not pay rent on the first hearing of the suit So in such cases where the tenant did not pay on the first hearing a decree was passed against him Now, under clause 14, the provision has been amended and even if the tenant pays rent within two months of the notice by the landlord or under similar circumstances, then he could not be ejected So, there is the difference with regard to this provision about the non-payment of rent under the previous Act and under the present Act. There are decrees passed against the tenants simply on the ground that he did not pay rent on the first hearing Therefore, I trust that the hon Minister will accept this amendment because it provides for all these things It says that the tenant should still be in possession He has paid all arrears and current rent He continues to pay his rent regularly In these circumstances, this tenant shall not be evicted in execution of the decree If this amendment is not accepted, it only means there is a bias in favour of the landlords I must say this with all the emphasis at my command This clause 14 gives the landlord power to eject him on the ground of non-payment of rent under certain circumstances under the previous Act. These circumstances gave more power to the landlord The hon Minister, I hope, will see the reasonableness of this amendment and will accept it

Shri C K Nair (Outer Delhi) Sir, I also support this amendment because it is in keeping with the spirit of the whole law We want to give protection to the tenant Even those poor people who have been ejected during this period and they are quite a few—and a few means thousands—have all been expecting during this period that there would be some change in the law to give them protection as the Bill was coming and is going to be passed today If they are not given such relief, I think it will be going against the spirit of the law So I request that this particular matter should be reconsidered because we want to give protection to the tenants Otherwise, they cannot be benefited The landlord will simply go on because of a small technical ground even if they have been paying the rent regularly all these months and even if they have not been evicted so far Why should they not be given this protection? I strongly support this amendment and

request the Minister to reconsider this question I suppose there is hardly anybody against this amendment

Mr. Deputy-Speaker: But this should not be anticipated

Shrimati Subhadra Joshi: Sir, I also rise to support this amendment.

Mr Deputy-Speaker: I thought otherwise

Shrimati Subhadra Joshi: I rise to impress upon the Minister that this amendment is wanted by all sections of the House and I think he should reconsider and accept it

Mr. Deputy-Speaker: There is now sufficident pressure and let us see how the hon Minister bears it

Shri Datar: Sir, I am extremely sorry that I cannot accept this amendment at all and I would point out the reasons Section 13(a) of the 1952 Act refers to the tenant who has neither paid nor tendered the whole of the arrears etc After this was done we had an Act passed by the hon Parliament itself and that Act was the Act of 1956 The execution of certain decrees was stayed The whole question was considered and so far as the decrees were concerned, this Parliament in its wisdom accepted this clause on decrees for suspension or stay of execution This was done under section 4 of the Act of 1956 passed by Parliament You would see that when this interim Act was passed for giving immediate protection against the execution, then naturally this question was discussed After full discussion of that, they did not include provisions for suspensions of the decrees of the nature in respect of which this amendment is now being brought When even by the Act of 1956, no suspension was there and the stay of execution was not suspended

Shrimati Subhadra Joshi: The Parliament is wiser today

Shri Datar: I may point out that the whole question was considered very carefully by the Parliament and when they wanted to suspend the execution for a certain period, if the Parliament thought that such decrees should also be included they could have done it But Parliament has advisedly not included such cases (*Interruptions*)

Mr Deputy-Speaker: Patience should be the greatest reflection of wisdom

Shri Parulekar: Are we not open to revise the decision?

Mr Deputy-Speaker: Nobody doubts it (*Interruptions*)

Shri Parulekar: He doubts it.

Shri Datar: These decrees are likely to have been executed and possession taken and certain other matters done through the court must have happened or must have been enforced In these circumstances any amendment of the nature that the hon Members desire me to accept will have the effect of turning the whole scales and may even undo what has been done After all, here in this Bill we have given sufficient protection and relief After all the tenants are bound to pay some rent and if they do not pay rent you cannot put a premium upon their default for all time to come The Act was passed in 1952 and we are, in 1958 being asked to just give something which the Parliament did not like to give

I may also say that an identical provision was placed before the Joint Committee which considered the whole question but it did not accept it We have also a number of dissenting notes by the hon Members including my friend Shri Parulekar and in none of them, if I remember rightly, has there been a provision of the nature suggested by any of the dissenting hon Members In these circumstances, the whole question was fully considered twice and it would

[Shri Datar]

be too late in the day (*Interruptions*) Assuming that there are decrees, if you put a premium on the habit of not paying at all and if you still allow a person to remain in the house, it is not good (*Interruptions*)

Shri Parulekar: What is it that we are undoing?

Shri Datar: For instance, a decree for possession has been passed under section 13(1) of the old Act If possession has been taken by the landlord (*Interruptions*)

Mr. Deputy-Speaker: Order, order, so many Members should not speak at one and the same time Unless I ask any hon Member to speak, all Members should not stand up and try to shout

Shri Parulekar: The amendment says that when the decree has not been executed and the tenant is still in possession of the premises

Mr. Deputy-Speaker: Does the hon Member really feel that there is want of understanding or comprehending it?

Shri Parulekar: That is why

Mr Deputy-Speaker: No, no, then he is mistaken I shall put the amendment to the vote of the House The question is

Page 14,—

after line 14, *insert*—

"(6A) If the decree for ejectment against a tenant for non-payment of rent under the Delhi and Ajmer Rent Control Act, 1952 is pending execution at the commencement of this Act but the tenant is still in possession of the premises and he has paid all arrears of rent—arrears and current—and continues to pay his rent regularly, and there are no arrears of other dues, then the tenant shall not be evicted in execution of decree"

Those in favour will please say 'Aye'

Some hon Members: 'Aye'

Mr. Deputy-Speaker: Those against will please say 'No'

Several hon Members: 'No'

Mr. Deputy-Speaker: I think the Noes' have it The motion is negatived

Some hon. Members. The 'Ayes, have it

Mr Deputy-Speaker Very well This will be held over till 2-30 Let us take up the next clause

Clause 16—(*Restrictions on subletting*)

Shri Jadhav I beg to move

Page 14,—

omit lines 24 to 27

Page 14,—

for lines 28 and 29, *substitute*—

"(3) After the commencement of this Act a tenant shall intimate in writing to the Controller and the landlord his intention to,—"

Page 14 —

omit lines 34 to 37

Sir, by my amendment No 67 I want to say that lines 24 to 27 on page 14 of the Bill be omitted Sub-clause (2) of clause 16—lines 24 to 27—reads as under

"No premises which have been sub-let either in whole or in part on or after the 9th day of June, 1952, without obtaining the consent in writing of the landlord, shall be deemed to have been lawfully sub-let."

I want to submit, Sir, that there should be no necessity of having the consent of the landlord.

By my amendment No 68 I want that lines 28 and 29 be substituted by:

"After the commencement of this Act, a tenant shall intimate in writing to the Controller and the landlord his intention to.—"

The clause will then read·

"(3) After the commencement of this Act, a tenant shall intimate in writing to the Controller and the landlord his intention to,—

(a) sub-let the whole or any part of the premises held by him as a tenant, or . ".

It should not be incumbent upon the tenant to take previous consent, because there is shortage of accommodation and he may have to accommodate some of his friends, relatives, government servants or some other people.

Mr. Deputy-Speaker: All the arguments have already been advanced, hon Members should now be brief

Shri Jadhav: By my amendment No 69 I seek the omission of lines 34 to 37 I think no further argument is necessary in respect of this

Shri Datar: Sir, these two amendments seem to disturb the whole principle that was accepted so far as subletting is concerned Subletting by itself, as I might point out, was not proper. What was done by subletting was that the tenant who was in possession tried to get more rent and therefore either transferred wholly or in part the portions that he had taken on a smaller amount of rent from the landlord. Therefore, there was a general consensus of opinion among the landlords and tenants that so far as subletting was concerned it ought to be prohibited. In fact, as in the original Bill, subletting was to be allowed only when there was permission, and now the permission is to be written after 1952. Previously the permission was to be oral or written. In fact, there is no difference in principle, about the inadvisable nature of subletting; but it was considered that when there was any house that had been sublet before 1952 it ought to be regularised. For that reason, what was done was that all those who had been sublet or who were sub-tenants before 9th June, 1952, they were protected in the sense that their tenancies were regularised.

Under the circumstances, when the whole question was fully considered and a proper *via media*, an equitable *via media* was accepted, it would not be proper to go back upon what has been done

By his second amendment the hon. Member wants to have subletting at the sweet desire of the tenant himself

Shri Jadhav: May I submit, Sir, that he will be intimating this fact to the Controller

Shri Datar: No question of intimation it is a question of permission. Assuming that intimation is given, that does not cover any irregularity at all An irregularity should not be permitted, and the irregularity can be removed only when there is previous permission of the landlord himself Therefore, I cannot accept both these principles

Mr. Deputy-Speaker: I shall put all the three amendments to the vote of the House

Mr. Deputy-Speaker: The question is·

Page 14,—

omit lines 24 to 27.

The motion was negatived.

Mr. Deputy-Speaker: The question is:

Page 14,—

for lines 28 and 29, *substitute*—

"(3) After the commencement of this Act, a tenant shall intimate in writing to the Controller and the landlord his intention to,—".

The motion was negatived.

Mr. Deputy-Speaker: The question is:

Page 14,—

omit lines 34 to 37.

The motion was negatived.

Mr. Deputy-Speaker: The question is:

"That clause 16 stand part of the Bill."

The motion was adopted.

Clause 16 *was added to the Bill.*

Clause 17—(*Notice of creation and termination of sub-tenancy.*)

Shri Jadhav: I beg to move:

Pages 14 and 15,—

for clause 17, *substitute*—

'17. Where, after the commencement of this Act, any premises which are sub-let either in whole or in part by the tenant and the sub-tenancy is terminated afterwards the same shall be notified within one month to the landlord and to the Controller"

Sir, I do not want to advance any further arguments, because I find it difficult to convince the hon. Minister.

Mr. Deputy-Speaker: In the first one there was 'intimated', now it is 'notified'. I shall put the amendment to the vote of the House.

Mr. Deputy-Speaker: The question is:

Pages 14 and 15,—

for clause 17, *substitute*—

"17. Where, after the commencement of this Act, any premises which are sub-let either in whole or in part by the tenant and the sub-tenancy is terminated afterwards the same shall be notified within one month to the landlord and to the Controller."

The motion was negatived.

Mr. Deputy-Speaker: The question is:

"That clause 17 stand part of the Bill."

The motion was adopted.

Clause 17 *was added to the Bill.*

Mr. Deputy-Speaker: The question is.

"That clause 18 stand part of the Bill"

The motion was adopted.

Clause 18 *was added to the Bill.*

Clause 19—(*Recovery of possession for occupation and re-entry.*)

Shri M. C. Jain: I beg to move:

Page 15, line 38,—

for "may" *substitute* "shall".

Page 16, line 8,—

for "may" *substitute* "shall"

Sir, this clause is about recovery of possession Under clause 14 the landlord gets possession or recovers possession of the premises alleging that he wanted it for *bona fide* purposes or that he wanted to rebuild it giving certain reasons This clause says that if the landlord does not fulfil those conditions, either he does not rebuild or he does not occupy it for personal use, the tenants have got certain rights. The rights given are that the

Controller may on an application made to him in this behalf by such evicted tenants within such time as has been prescribed direct the landlord to put the tenant into possession I think that it should not be left to the discretion of the Controller He should put the evicted tenant in possession of the premises We must say that the possession shall be given to the tenant under those circumstances My amendments seek to get this done I hope that these amendments will be accepted, otherwise, Sir, there will be endless litigation If the word "shall" is substituted, then the case will be decided finally by the Rent Controller If this amendment is not accepted, then, supposing the Rent Controller does not decide in favour of the tenant the tenant will go to the appellate court This will open the floodgates

Mr Deputy-Speaker. This "may" may mean 'shall" I can assure the hon Member that the word 'may" here is as good as 'shall'

Shri M. C. Jain With my small experience as a lawyer, Sir, I think that in the context of the words in this clause the word "may" does not mean "shall" and this is within the discretion of the Rent Controller

14 hrs.

Mr Deputy-Speaker. My experience may be shorter but I feel, also as a lawyer, that this 'may' would mean shall'

Shri C K. Nair The point is, suppose he is not in a position to re-enter What will happen?

Mr. Deputy-Speaker: Order, order There is no dispute like that

Shri Datar: As you have rightly pointed out, Sir, the word 'may' in such cases means 'shall' to the extent that judicial discretion is exercised by the authority concerned It is not an arbitrary decision where "may" may mean 'shall'

Shri Narayanankutty Menon (Mukandapuram) Now, two lawyers agree

Shri V. P. Nayar: We qualify it by saying that 'shall' shall extend

Shri Datar: There might be certain circumstances where in equity, the tenant might disentitle himself and that is for the judge to decide

Shri Narayanankutty Menon: The Bill itself does not come to the rescue For 'may' to mean 'shall', it must be put in the statute itself

Mr Deputy-Speaker: Order, order I shall put the amendments to the vote The question is

Page 15 line 36—

for 'may" *substitute* "shall"

The motion was negatived

Page 16, line 8—

for "may' *substitute* "shall"

The motion was negatived

Mr Deputy-Speaker: The question is

'That clause 19 stand part of the Bill"

The motion was adopted

Clause 19 was added to the Bill.

Clause 20— (*Recovery of possession for repairs and rebuilding and re-entry*)

Shri Parulekar: I beg to move

Page 16, line 30,—

for "may" *substitute* "shall"

Page 16, lines 33 and 34,—

omit "or to pay to the tenant such compensation as the Controller thinks fit"

Mr. Deputy-Speaker: Clause 20 deals with those cases where a tenant is evicted under sub-clauses (f) and (g) of clause 14. When the landlord wants to repair the building, he may evict the tenant with the permission of the Controller

[Mr. Deputy-Speaker]

Sub-clause (1) of clause 20 says that after the tenant is evicted, the tenant has a right to record the fact that he elects to come back in the same premises The only right that has been given to the tenant after he is evicted is that of recording his right to choose whether he wants to come back to the same premises or not After he has chosen, what happens? Under sub-clause (3) of clause 20, the Controller is free to order his re-entry into the premises from which he has been evicted, or he may not, and if he does not, all that the tenant gets is compensation So, what is the use of giving the right to the evicted person to just record his choice whether he wants to come back or not and after having made that choice he has no right to come back It has been left to the discretion of the Controller He may order his re-entry or if he does not order his re-entry, the evicted tenant may be given some compensation What the evicted tenant needs is not compensation but shelter, and that is not being granted under this sub-clause That is why I have moved two amendments One of them seeks to say that for the word "may", "shall" shall be substituted, because, here, the word "may" gives the discretion to the Controller Therefore, my amendment is that the word "shall" shall be substituted for the word "may" The lines which deal with the compensation may be deleted altogether, because if those words are kept there, then the Controller is free to give compensation and deny him the shelter That is what is likely to happen It is true that the law prohibits *pugree*, but it is also true that *pugree* cannot be prohibited by law Nowhere has it been in effect prohibited The Rent Control Act has been in existence for several years in Bombay and there is not a single case where the tenant gets re-entry without giving the *pugree* So, it is no use saying that the law prohibits *pugree* The landlord, after he has evicted the tenant and re-built the building, gets an opportunity to get *pugree* and give it to other tenants, and what the evicted tenant will get most probably is the compensation That is why I have moved these two amendments It is not yet too hopeless to hope that the Minister will accept these amendments

14·04 hrs.

[SHRI BARMAN *in the Chair.*]

Shri M C. Jain· I support both these amendments For the last one hour it has been our experience that the hon Minister has been opposing our amendments The amendments in this case may be rejected, but I am sorry to point out that he does not even appreciate the force of our arguments Sometimes he confuses the issues involved in the amendments

So far as these two amendments are concerned, they are connected with sub-clause (g) of clause 14 Under sub-clause (g) of that clause, the Rent Controller is authorized to evict the tenant if the premises are required *bona fide* by the landlord for the purpose of building or re-building or making thereto any substantial additions or alterations, etc The Rent Controller issues a notice to the tenant and the latter agrees and vacates the premises Then, within the time allowed, the landlord does not re-build the house under the pretext of which he got possession of the premises Now, sub-clause (3) of this clause provides that when the tenant applies for recovery of possession, the Rent Controller is given the discretion that he may order the landlord to place the tenant in occupation Why this 'may' should be put in there? Why such a discretion should be given to the Controller? There should not be any discretion given

The hon Minister has just pointed out that it would be a judicial discretion We know it will be a judicial discretion, but what does judicial discretion mean? That discretion gives rise to so much litigation Is it our intention to increase litigation or is it

our function to reduce or minimize litigation? The Courts,—Civil, Criminal and High Courts,—are all burdened with so much work We can stop this thing by substituting the word "shall" for the word "may"

Then there is another discretion given to the Rent Controller Sub-clause (3) says

" or to pay to the tenant such compensation as the Controller thinks fit"

Why this avenue of corruption should be opened here? We can stop this, and stop further litigation arising on this score We can stop chances of corruption and stop so many things if these amendments could be accepted I, therefore, plead with all the emphasis at my command and with all the earnestness that these two amendments at least may be accepted by the hon Minister

Shri Datar I am sorry I cannot accept these amendments The word 'may" here has been purposely used unlike the word "may" in the earlier clauses where, as the Deputy-Speaker pointed out, the word "may" may mean 'shall", except in cases where there are certain circumstances, in equity, as pointed out, it would disentitle a person from getting the particular relief But here, in this case, two alternative provisions have been made One is that whenever recourse is had to sub-clause (3) of clause 20 then the Controller may either order the landlord to place the tenant in possession or to pay to the tenant such compensation as he thinks fit Therefore, in this case, there is a clear alternative provision either of giving compensation or in a proper case, of giving possession The word "compensation" has been purposely put in here, because the building has to be reconstructed or rebuilt or substantial additions or alterations, etc, have to be made Hence, in such cases, it is proper to invest the judiciary or the judicial officer, namely, the Controller, with a judicial discretion in this matter That is the reason why the word "may" has been advisedly used in this particular case It is always better or more advisable to leave the matter to the Rent Controller who is a responsible officer and who can be expected to bring his full judicial experience upon the particular point under consideration That is the reason why when two alternatives have been allowed, it is open to the judge to accept one or the other according to the circumstances of the case

Shri Parulekar. Under sub-clause (1), he is given the right to elect What is the use of that right?

Shri Datar That will also be taken into account

Mr Chairman: The question is

Page 16 line 30,—

for "may" *substitute* "shall"

The motion was negatived.

Mr. Chairman: The question is

Page 16 lines 33 and 34,—

omit 'or to pay to the tenant such compensation as the Controller thinks fit"

The motion was negatived

Mr Chairman: The question is

"That clause 20 stand part of the Bill"

The motion was adopted

Clause 20 was added to the Bill.

Mr Chairman The question is

'That clauses 21 to 25 stand part of the Bill"

The motion was adopted

Clauses 21 to 25 were added to the Bill

Clause 26—(*Receipt to be given for rent paid*)

Shri Jadhav: I beg to move

Page 18, lines 25 and 26,—

for "the time fixed by contract or in the absence of such contract, by the fifteenth day" *substitute* "or by the last day"

This is a very minor amendment. The clause reads

> "Every tenant shall pay rent within the time fixed by contract or in the absence of such contract, by the fifteenth day of the month next following the month for which it is payable"

I want to submit that instead of 15 days, it should be the last day of the next month

Shri Datar: Ordinarily the practice is to pay the rent on or before the 15 of the next month So, he gets 15 days more, it would not be proper to extend the period

Mr. Chairman: The question is

Page 18, lines 25 and 26,—

for "the time fixed by contract or in the absence of such contract, by the fifteenth day" *substitute* "or by the last day"

The motion was negatived

Mr. Chairman: The question is

> "That clause 26 stand part of the Bill"

The motion was adopted.

Clause 26 was added to the Bill

Mr. Chairman: The question is

> "That clauses 27 to 30 stand part of the Bill"

The motion was adopted

Clauses 27 to 30 were added to the Bill

Clause 31— (*Fixing of fair rate*)

Shri V. P. Nayar (Quilon): I beg to move

Page 21, *after* line 22, *add*—

> "Provided that charges made for services, if any, so levied shall be paid in full to the employees"

By this amendment, I want to add a proviso If you examine the clause, you will find that the Controller is vested with the power to fix service charges and such other items as are necessary for boarding and lodging This raises a very important question, in view of the experience we have had in several boarding houses in the city For example, there is the Government-run Ashoka Hotel—it is not as if this provision will apply to that—in which we know that 15 per cent of the total bills are realised from the customers as service charges If you go to the Imperial Hotel, there also it is about 10 per cent The Swiss Hotel, the Maiden's Hotel and all the first and second class hotels charge apart from the actual bills, a certain percentage saying that it is the service charge

So, when the Controller has a right to fix fair and reasonable charges, we submit that the interests of the workers also should be safeguarded, because these service charges are realised only because the workers take the food to the room and do such other odd jobs But in several cases, the amount realised as service charges is never again paid back to the workers It also goes to swell the profits, which are even otherwise large, of the hoteliers So, we want to ensure that such amounts as are collected as service charges are refunded to the workers in full Unless we have a provision like this, there is no use in giving the necessary power to the Controller to fix reasonable charges either for boarding or for lodging

If you read the clause, it is very clear

> "Where the Controller, on a written complaint or otherwise,

has reason to believe that the charges made for board or lodging or any other service provided in any hotel or lodging house are excessive, he may fix a fair rate to be charged for board, lodging or other services provided in the hotel or lodging house and in fixing such fair rate, specify separately the rate for lodging, board or other services"

So, other services are also contemplated Our amendment is very simple We suggest that there must be a proviso which will read like this

'Provided that charges made for services, if any, so levied shall be paid in full to the employees"

I feel it is very clear to the hon Minister and I also hope that he will accept this, because there can be possibly no objection at all It is not the Government which is going to pay it It is only a provision to ensure that money collected for work done should not go to swell the profits of the hoteliers but it should be returned to the workers

Shri Datar The hon Member is raising a larger question between the employer and the employee Here we are only concerned with the fixation of proper terms and conditions between the customer and the hotelier So far as the relations between the employer and the employee are concerned that is a matter which is beyond the purview of this particular Bill

Mr Chairman What are these service charges? Are they really meant in lieu of tips? I have also seen that 10 or 15 per cent is charged I do not know what is the meaning of "service charges" as used in the Bill

Shri Datar There are certain charges For example, he may require a car or a taxi There are innumerable other services.

Shri V. P. Nayar: Probably the hon Minister himself may not have had experience of such hotels Cars are provided not under the service charges, there are separate bills for that

Shri Datar: That is also a service. Lodging is one, food is another and there might be certain other services which they might require

Mr. Chairman. What it means should be made clear

Shri Datar That ought to be clear— I have no objection—but not in this Bill I do not go deeper into this, because it is foreign to this particular question It is quite likely that in determining the particular remuneration or the pay of the employees, this question might have been taken into account

Shri V P Nayar. That is not the difficulty Our difficulty is because of the wording of the clause The Controller gets the right to fix any charge It need not be necessarily for boarding and lodging The wording is

he may fix a fair rate to be charged for board lodging or other services "

Shri Datar Provided they are not excessive

Shri V P Nayar Somebody gives a complaint that the service charges are excessive Does not the Controller have the right to fix the service charges under this Bill?

Mr Chairman. Let us be clear as to what are "service charges"

Shri Datar I may mention, for example, laundry charges, cleaning the room or telephone charges I am merely pointing out some of them

Shri V P. Nayar: I do not think the hon Minister is speaking on facts.

Shri Datar: I am just pointing them out in an inferential manner. Therefore, what I would suggest to the hon. Member is this....

Shri V. P. Nayar: Let me try to make him understand my difficulty.

Shri Datar: I have understood it.

Shri V. P. Nayar: He need not be adamant.

Shri Datar: I have understood his difficulty fully. His contention appears to be that when services are taken from these demoestic servants, from the employees no proper remuneration is paid to them. In other words, according to him, putting the most charitable interpretation upon what he contends, when in addition to the charges for boarding and lodging something more is taken, a portion of it or the whole of it has to go to the persons who actually did the services. Now, so far as that is concerned, as I have submitted, it is beyond the purview of this Bill; which deals only with the fixation of proper rates between the customer, on the one hand, and the hotelier or hotel keeper on the other.

Mr. Chairman: The customer has got to pay when there is a regulation. The only question is whether the hotelier pays it to the servants.

Shri Datar: That is a question between the employer and the employee

Shri V. P. Nayar: In that case, why does the Controller come in? Here you specifically mention that it is within the purview of the Controller to fix the rate for "any other charges". Will not "service charges" also be included in "any other charges"? If Government have a list of such charges as are outside the pale of "any other charges" then there is no difficulty. Now the hon. Minister talks of employer-employee relationship. But here in the very same clause the Controller is given specific power even to fix the service charges. If the Controller has no power to refund the money, we do not want that power to be vested in him.

Mr. Chairman: Cannot Government do it with their administrative machinery by giving instructions?

Shri Datar: I shall have that matter examined.

Shri V. P. Nayar: Then let the clause be held over.

Shri Datar: No question of holding over.

Shri V. P.. Nayar: Why? What is the difficulty?

Shri Datar: It is a technical point.

Shri V. P. Nayar: Then you must take away "other services", which is redundant I cannot appreciate his difficulty.

Mr. Chairman: "Other services" must be there. As you say, there are some customs even in Delhi hotels. So, "other services" will be there. The only apprehension is that the hoteliers do not pay this their employees.

Shri V. P. Nayar: I know you have caught the point. But, unfortunately, the hon. Minister has not got it. There is a further difficulty which I want you to realise. Here under this clause somebody makes a complaint that the "service charges", which will necessarily be included in the "other charges", charged by a particular hotel is high. Then it is open to the Controller to say that it is not high. There also the question of employer-employee relationship comes in, because the service charges are levied for work done by the employees. There the Controller is given the right to say whether it is proper or improper. But Government do not want to give him the power to ask for refund of that. What is this? On the one hand, power is given....

Mr. Chairman: It is implied.

Shri V. P. Nayar: Certainly it is not.

Mr. Chairman: When the hotelier does not pay that to the workers, can Government not take administrative steps in the matter?

Shri V. P. Nayar: Here we say that it is implied. But the Government does not want to help the workers at all. I am glad, the hon Minister has promised to reconsider it But until such decision is taken on this particular clause, I do not think that the clause can be voted upon, as it is, because it means a very material change

Shri Datar: May I point out that so far as the scope of the present Bill is concerned ...

Shri V. P. Nayar: We understand that

Shri Datar: I heard the hon Member without any interruption

Shri V. P. Nayar: Because you have nothing to interrupt my point of view

Shri Datar: This Bill deals with the relationship between a landlord and tenant or between those who are in *quasi* relationship like a landlord and tenant Suppose I go to a hotel and stay there temporarily for a day or two That constitutes a relationship which is more or less on the same footing, though not exactly the same, as the relationship between landlord and tenant; rather *quasi* landlord tenant relationship That is why Chapter V has been introduced here Now you cannot say that the persons who actually serve are in the position of a tenant or a sub-tenant. So, my objection is only a technical objection I cannot go into that question now. In case my hon. friend supplies certain instances wherein the poor people have not been treated well, then we shall look into that matter. But it cannot be introduced here.

Shri Narayanankutty Menon: Sir, you have suggested for the consideration of the hon. Minister another thing—dealing with it at the administrative level. Can we take it that he will do it?

Mr. Chairman It is implied

Shri V. P. Nayar: Can he at least not give that assurance?

Shri Datar: Certainly, we shall consider it

Mr. Chairman: Mere putting the clause to the vote does not mean that Government will not look into it. Government has to look into it, if there is any aberration from duty.

Shri V P. Nayar: We are conscious of that But here on the one side he is empowering the Controller to look into certain things. .

Mr. Chairman: Does he want the amendment to be put to vote?

Shri Parulekar: In view of the assurance given by the hon Minister, I do not want to press my amendment

The amendment was, by leave, withdrawn

Mr. Chairman: The question is

"That clause 31 stand part of the Bil"

The motion was adopted

Clause 31 *was added to the Bill.*

Mr. Chairman: The question is

"That clauses 32 to 34 stand part of the Bill"

The motion was adopted

Clauses 32 to 34 *were added to the Bill*

Clause 35.— (*Appointment of Controllers and additional Controllers*)

Shri Vajpayee: I beg to move:

Page 23, line 5,—

after "thinks fit" *insert*—

"out of the list approved by the High Court".

श्री बाजपेयी : सभापति जी, इस धारा का सम्बन्ध कंट्रोलरों की नियुक्ति से है। अभी हमने जो धारायें स्वीकार की है उनके अनुसार कंट्रोलरो को बड़े व्यापक अधिकार दिये गये हैं। वे किरायेदारो को बेदखल भी कर सकते हैं, उनको कम्पेन्सेशन देने के सम्बन्ध में भी अधिकार दिये गये हैं। उनके व्यापक अधिकारो को देखते हुए यह आवश्यक जान पड़ता है कि कंट्रोलरो की नियुक्ति एग्जीक्यूटिव द्वारा न होकर हाई कोर्ट द्वारा होनी चाहिये। स्वतन्त्रता की प्राप्ति के बाद से एक ऐसी प्रवृत्ति दिखायी देती है कि एग्जीक्यूटिव जूडीशियरी के अधिकारो को कम करती जा रही है और अपना कार्य क्षेत्र बढ़ाती जा रही है। मैं समझता हू यह प्रवृत्ति लोकतंत्र के लिये बड़ी घातक है। कार्यपालिका को मर्यादा में रहना चाहिय और न्यायपालिका के अधिकारो पर अतिक्रमण नही करना चाहिये।

यह किराये का मामला मकान मालिक और किरायेदारो के सम्बन्ध का मामला है। अगर दोनो मे यह विश्वास पैदा किया जाना है कि उनके बीच जो भी विवाद है उनका न्यायपूर्ण नीति से हल होगा तो मैं समझता हू अगर कंट्रोलर हाईकोर्ट द्वारा नियुक्त किये जायें तो वह मकान मालिक और किरायेदार दोनो मे अधिक विश्वास पैदा कर सकेंगे। एग्जीक्यूटिव का मतलब है सरकार और सभापति जी मैं ने उस दिन कहा था कि लोकतंत्र म सरकार पार्टी की सरकार है, वह पार्टी के लोगो के दबाव मे रहती है।

श्री नवल प्रभाकर (बाह्य दिल्ली—रक्षित—अनुसूचित जातिया) हाईकोर्ट के जजो को कौन नियुक्त करता है।

श्री बाजपेयी : मैं समझता हू कि दिल्ली के चुने हुए मेम्बर हाईकोर्ट के जजो के पास दौड़धूप नही करेंगे लेकिन कंट्रोलर के पास वह दौड़धूप कर सकते हैं और वह उनसे प्रभावित भी हो सकते हैं। इसलिये मेरा निवेदन है कि कंट्रोलरों की नियुक्ति सीधे हाईकोर्ट के अधीन होनी चाहिये। लेकिन मैं ने जो संशोधन रखा है, उस में इतनी बात नहीं कही है। सरकार के रवैये को देख कर मैं ने कहा है कि सरकार जो भी कंट्रोलर नियुक्त करे, उन के पुष्टि या उन के नामों की सूची हाई कोर्ट द्वारा स्वीकृत होनी चाहिये। यद्यपि इस धारा के अन्तर्गत यह व्यवस्था की गई है कि जो कंट्रोलर नियुक्त किया जायेगा, वह सात साल तक का प्रैक्टिसिंग लाइयर हो या उस को न्यायादान का अनुभव हो, लेकिन मैं समझता हू कि यह अपर्याप्त है और इस सम्बन्ध मे हाई कोर्ट के अधिकार को पूर्ववत रखा जाना चाहिय। जैसा कि पहले दिल्ली के रेन्ट कंट्रोल का एडमिनिस्ट्रेशन पंजाब हाई कोर्ट के अधीन था, उस मे परिवर्तन नही करना चाहिय और कंट्रोलर की नियुक्ति हाई कोर्ट के द्वारा होनी चाहिय और वह हाई कोर्ट के प्रति उत्तरदायी हो सरकार के प्रति नहीं।

Shri Jadhav Sir, I beg to move

Page 23, line 5,—

after "thinks fit" *insert*—

on recommendation of the Chief Justice of Punjab High Court"

Page 23 line 12—

after 'thinks fit" *insert*—

'on recommendation of the Chief Justice of Punjab High Court"

Page 23, lines 19 and 20,—

for "he has for at least five years held a judicial office" *substitute* "he is a judicial officer of five years standing"

While moving my amendment which say that the Controllers and the Deputy Controllers should be appointed . .

Mr. Chairman: On the recommendation of the Chief Justice of Punjab High Court.

Shri Jadhav: Yes, Sir.

The Controllers and Deputy Controllers should be appointed on the recommendation of the Chief Justice of Punjab High Court and they should be officers who have held a judicial office for at least five years.

Mr. Chairman: They will be appointed by Government on the recommendation of the Chief Justice.

Shri Jadhav: Yes, Sir.

After independence we are trying to separate the judiciary from the executive. We have tried this experiment in some of the States and we are proud enough to say that this experiment has worked satisfactorily in the States where the executive and the judiciary have been separated. I do not understand why Delhi alone, which is the Capital of our country, should try to concentrate these powers in the hands of an officer who will be amenable to the pressure of the hon Ministers on that side It is not necessary to put forward any more forceful arguments for this I know the result of this amendment I very well know that whatever arguments we put forth are not appreciated by the hon. Minister there But our grievances are to be ventilated here and they have to come before the country at large I will try my level best and request the hon Minister if he can submit to these arguments and accept my amendments.

Shri Datar: This question was raised in the course of the general discussion of this Bill and has been fully replied to by the hon Home Minister also. It might be found that behind these amendments there is a feeling which, in my opinion, is absolutely unjustified. The feeling is that this officer, *viz.*, the Rent Controller, or the Rent Control Tribunal, as it is, are likely to be influenced by the executive. May I submit that there is no justification for any such feeling at all. So far as all such appointments are concerned, when they are judicial officers, they are already under Government and if they satisfy the particular test that has been laid down—certain qualifications have been laid down, *viz.*, that he must have five years' judicial experience or he must be a lawyer of seven years' standing—they will be appointed as Controllers. Now, five years' judicial experience means that they must have held a judicial post otherwise they cannot have judicial experience. So, we can trust to these two qualifications that have been laid down in respect of the Controllers, *viz.*, that he must have either judicial experience for five years or he must be a lawyer of seven years' standing These are the two conditions of eligibility so far as Rent Controller is concerned.

Then, higher qualifications have been laid down for the Tribunal. There it will be found that ten years' judicial experience is laid down. When, for example, a new person has to be appointed, as you are aware, we always appoint persons to these high posts only after receiving the recommendations of the U.P.S.C. That is the most important corrective to what my hon. friend has suggested. We do not go on making appointments straightaway. It is the U.P.S.C. which call for applications and they recommend. As you are aware from the various reports and specially this year's report of the U P S.C, we have accepted their recommendations in all cases. So, that ought to set at rest all the misgivings that my hon friend has in this respect.

Mr. Chairman: I shall put all the four amendments to the vote of the House together.

Mr. Chairman: The question is:

Page 23, line 5,—

after "thinks fit" *insert*—

"out of the list approved by the High Court."

The motion was negatived.

Mr. Chairman: The question is·

Page 22, line 5,—

after "thinks fit" *insert*—

"on recommendation of the Chief Justice of Punjab High Court"

The motion was negatived

Mr. Chairman: The question is

Page 23, line 12,—

after "thinks fit" insert—

"on recommendation of the Chief Justice of Punjab High Court"

The motion was negatived

Mr. Chairman: The question is

Page 23, lines 19 and 20,—

for "he has for at least five years held a judicial office" *substitute* "he is a judicial officer of five years standing"

The motion was negatived

Mr. Chairman: The question is

"That clause 35 stand part of the Bill"

The motion was adopted

Clause 35 was added to the Bill

Clause 15— (*When a tenant can get the benefit of protection against eviction*)

Mr. Chairman: We shall now take up clause 15 which had been left over I shall put amendment No 1 to the vote of the House

The question is

Page 14,—

after line 14, *insert*—

"(6A) If the decree for ejectment against a tenant for non-payment of rent under the Delhi and Ajmer Rent Control Act, 1952 is pending execution at the commencement of this Act but the tenant is still in possession of the premises and he has paid all arrears of rent—arrears and current—and continues to pay his rent regularly, and there are no arrears of other dues, then the tenant shall not be evicted in execution of decree"

Those in favour may kindly say 'Aye'

Some Hon Members: Aye

Mr. Chairman: Those against may kindly say 'No'

Several Hon. Members: No

Mr. Chairman: The 'Noes' have it

14.37 hrs.

Shri Jadhav: The 'Ayes' have it

Mr. Chairman: I shall have the lobbies cleared

Shri Vajpayee: There are other amendments also

Shri Datar: One is sufficient

14.39 hrs

[MR DEPUTY-SPEAKER *in the Chair*]

Mr. Deputy Speaker: I will put amendment No 1 by Shri Khadilkar and many other hon Members

Shri Jadhav: 21

Mr. Deputy-Speaker. I accept the figure 21

The question is

Page 14,—

after line 14, *insert*—

"(6A) If the decree for ejectment against a tenant for non-payment of rent under the Delhi and Ajmer Rent Control Act, 1952 is pending execution at the commencement of this Act but the tenant is still in possession of the premises and he has paid all arrears of rent—arrears and current—and continues to pay his rent regularly, and there are no arrears of other dues, then the

tenant shall not be evicted in execution of decree"

Hon Members should now be ready to press their respective buttons There was complaint the other day one Member could not press or the other could not

The Lok Sabha divided

Division No. 7] **14.41 hrs.]**

Shri D. C. Sharma: My button did not work.

Mr. Deputy-Speaker: Did not work or he could not work it?

The result is

Ayes 45, Noes 118

AYES

Amar, Shri
Banerjee, Shri Pramathanath
Banerjee, Shri S M.
Beck, Shri Ignace
Braj Raj Singh, Shri
Brij Narayan "Brijesh", Pandit
Chakravarty, Shrimati Renu
Dasgupta, Shri B
Dige, Shri
Elias, Shri Muhammad
Ghodasar, Shri Fatehsinh
Ghose, Shri Bimal
Godsora, Shri S C
Imam, Shri Mohamed
Jadhav Shri
Jaipal Singh, Shri
Joshi, Shrimati Subhadra
Kodiyan, Shri
Mahanty, Shri
Menon, Shri Narayanankutty
More, Shri
Mukerjee, Shri H N
Mullick, Shri B C
Nair, Shri C K
Nayar, Shri V P
Parulekar, Shri
Patel, Shri P R.
Patil, Shri U L
Pillai, Shri Anthony
Ram Garib, Shri
Ramam, Shri
Rao, Shri D V
Reddy, Shri Nagi
Sharma, Pandit K C
Sharma, Shri H C.
Shastri, Shri Prakash Vir
Siva Raj, Shri
Sonule, Shri H N
Soren, Shri
Sugandhi Shri
Supakar, Shri
Tangamani, Shri
Vajpayee, Shri
Warior, Shri
Yajnik, Shri

NOES

Abdul Lateef, Shri
Achar, Shri
Agarwal, Shri
Ajit Singh, Shri
Ambalam, Shri Subbiah
Amrudh Sinha, Shri
Arumugham, Shri S R
Ashanna, Shri
Atchamamba, Dr
Ayyakannu, Shri
Bakliwal, Shri
Balmiki, Shri
Banerji, Dr R
Banerji, Shri P B
Barman, Shri
Barupal, Shri P L
Basappa, Shri
Basumatari, Shri
Bhattacharya, Shri C K
Bhogji Bhai, Shri
Bidari, Shri
Birbal Singh, Shri
Chandak, Shri
Chandra Shanker, Shri
Chuni Lal, Shri
Das, Shri K. K
Das, Shri N. T
Das, Shri Shree Narayan
Datar, Shri
Dube, Shri Mulchand
Gandhi, Shri Feroze
Gandhi, Shri M. M
Ghosh, Shri M. K.
Gounder, Shri K. Periaswami
Harvani, Shri Ansar
Hem Raj, Shri
Iqbal Singh, Sardar
Joshi, Shri A C.
Jyotishi, Pandit J P
Kaluka Singh, Shri
Kotoki, Shri Liladhar
Kayal, Shri P N
Kedaria, Shri C M
Khedkar, Dr G B
Khimji, Shri
Krishna, Shri M R
Lahiri, Shri
Malviya, Shri K. B
Mandal, Dr Pashupati
Mathur, Shri Harish Chandra
Mehta, Shri J R.
Mehta, Shrimati Krishna
Melkote, Dr.
Mishra, Shri Bibhuti
Mishra, Shri B D
Mohideen, Shri Gulam
Mohiuddin Shri
Murmu, Shri Paika
Murti, Shri M S
Narasimhan Shri
Nehru, Shrimati Uma
Nesur, Shri
Palaniyandy, Shri
Pandey, Shri K N
Prabhakar, Shri Naval
Prasad, Shri Mahadeo
Radha Raman, Shri
Raghubir Sahai, Shri
Raghunath Singh, Shri
Rajah, Shri
Ram Krishan, Shri
Ram Shanker Lal, Shri
Ram Subhag Singh, Dr
Ramakrishnan, Shri P R.
Ramanand Shastri, Swami
Ramaswamy, Shri P
Rampure, Shri
Ranbir Singh, Ch.
Rane, Shri
Rangarao, Shri
Rao, Shri B. Madhusudan
Rao, Shri Jaganatha
Reddy, Shri Rami
Reddy, Shri Vaswanatha
Roy, Shri Bishwanath
Samanta, Shri S C
Samantsinhar, Dr
Sambasivam, Shri
Sanganna, Shri
Sardar, Shri Bhoh
Selku, Shri
Sen, Shri A. K.
Sen, Shri P. C

Sharma, Shri R C	Sinhasan Singh, Shri	Tahir, Shri Mohammad
Siddananjappa, Shri	Siva, Dr. Gangadhara	Tewari, Shri Dwarkanath
Singh, Shri H. P.	Snatak, Shri Nardeo	Thimmaiah, Shri
Singh Shri, K. N.	Subbarayan, Dr. P.	Tiwari Shri R. S.
Sinha, Shri Gajendra Prasad	Subramanyam, Shri T	Verma, Shri M. L.
Sinha, Shri Sarangdhara	Sumat Prasad, Shri	Vyas, Shri R C.
Sinha, Shri Satya Narayan	Sunder Lal, Shri	Vyas, Shri Radhelal
Sinha, Shri Satyendra Narayan	Surya Prasad, Shri	Wadiwa, Shri
		Wasnik, Shri Balkrishna

The motion was negatived

Mr. Deputy-Speaker: The question is:

"That clause 15 stand part of the Bill"

The motion was adopted

Clause 15 was added to the Bill

Mr. Deputy-Speaker: The question is:

"That clauses 36 and 37 stand part of the Bill."

The motion was adopted

Clauses 36 and 37 were added to the Bill

Clause 38.—(*Appeal to the Tribunal*)

Shri V. P. Nayar: I have amendment No. 83.

Mr. Deputy-Speaker: That was to clause 36

Shri V. P. Nayar. Amendment No 84 I beg to move

Page 24,—

after line 34, *add*—

"Provided that the Central Government shall appoint such tribunal only on the recommendation of the Chief Justice of the High Court of Judicature, Punjab, from among persons qualified under the Constitution of India to hold the post of a Judge of a High Court in India."

Shri Narayanankutty Menon: Regarding amendment No 84, the principle is the same as in the case of the previous clause that the Controller should be under the superintendence of the High Court I do not see any reason why the hon. Minister does not accept this The argument advanced by the hon Minister every time was that the Rent Controllers are appointed, selection being made from those who have got five years' experience of judicial service and these are highly experienced, trained and respectable men But, if any judicial element is to be incorporated into the function of these tribunals, I do not see why the hon Minister does not agree that these Rent Control courts should be under the superintendence of the High Courts The difficulty is this The Rent Controller has to administer the various provisions of this particular Act and many important and vital provisions which give the substance of the Act as far as the tenant is concerned, depend upon the construction of certain words used in this Act While the hon Minister was replying to the various amendments, he said that in many places, 'may' can be termed as 'shall' He introduced even certain new additions to statute interpretation that in certain circumstances, it may mean 'shall' As he himself knows and as he himself argued, the very conferment of the right given by this Act has to depend upon the interpretation of the various words in this Act Certainly the Rent Controller who decides on these provisions will have to interpret this way or that It is highly necessary that a judicial tribunal should go into the whole question at least in the appeal stage or revision stage Therefore, I appeal to the hon Minister that, because the Rent Controller has been given by this particular Act the status of a judicial officer and his decision, as the hon Minister said,

is a judicial decision, certainly it is far more safe that his decisions are subject to the supervisory jurisdiction of a body like the High Court I appeal to the hon Minister to accept the amendment

Shri Datar: There is a clear provision and higher qualifications have been laid down I should like to read out clause 38 (5), which says

> "A person shall not be qualified for appointment to the Tribunal, unless he is, or has been, a district judge or has for at least ten years held a judicial office in India"

As you are aware, a district judge can be appointed only after he has got considerable experience Therefore, either he is today a district judge or has been a district judge or he has 10 years judicial experience Therefore, we have purposely laid down very high qualifications That ought to meet what my hon friend has suggested in this case

One more point On a question of law there is an appeal to the High Court against any order that would be passed by the Rent Control Tribunal That also is there That ought to satisfy my hon friend

Mr. Deputy-Speaker: The question is:

Page 24,—

after line 34 *add*—

> 'Provided that the Central Government shall appoint such tribunal only on the recommendation of the Chief Justice of the High Court of Judicature, Punjab, from among persons qualified under the Constitution of India to hold the post of a Judge of a High Court in India"

The motion was negatived

Mr. Deputy-Speaker: The question is

"That clause 38 stand part of the Bill"

The motion was adopted

Clause 38 *was added to the Bill.*

Mr. Deputy-Speaker: The question is

"That clauses 39 to 47 stand part of the Bill"

The motion was adopted

Clauses 39 *to* 47 *were added to the Bill*

Clause 48 — (*Penalties.*)

Mr. Deputy-Speaker: May I remind the House that we have to finish this Bill by 3 o'clock? Therefore, if any particular amendment is desired to be moved, I may be intimated Otherwise, I will put the whole thing

Shri V. P. Nayar: I beg to move

Page 29,

after line 22, *insert*—

> "(aa) in the case of the contravention of the provisions of sub-section 2(a) of section 5, with imprisonment of either description which may extend to three years or with fine which may extent to twice the amount of *pugree* or deposit taken or demanded,
>
> (aaa) an offence under sub-section 2(a) of section 5, shall be a cognisable offence,"

Mr. Deputy-Speaker: We can discuss amendment No. 86

Shri Narayanankutty Menon: This amendment is regarding *pugree* The whole intention of the Act is, and thus principle has been recognised that penal provisions will have to be introduced to stop the practice of giving the dubious sum called *pugree* when houses are to be rented That purpose has been accepted in the original Act. But, because any offence committed by this taking of *pugree* is not made a cognisable offence, we do not consider

[Shri Narayanankutty Menon]

that any useful purpose will be served. Because, a tenant who is in need of a house and wants to get a house, voluntarily agrees to pay this sum, because of his anxiety to get a house We cannot later on expect him to go to a court after paying *pugree* because it is doubtful where he pays *pugree* whether the person who pays will not be an offender under that section If at all the real intention of this clause is to be served, we, on this side, do not even have even the faintest hope today that even if the offence is made cognisable, the whole system can be prevented unless the situation is changed But some appreciable change can be made if this particular offence is made a cognisable offence, whereby only a complaint need be filed and the police can take it up Otherwise, the whole purpose of making the giving of *pugree* an offence will be lost and there may not be any case wherein the person who is compelled to pay *pugree* will later on go to the court, take all the difficulties, and also the cost of litigation and attend the court for a long time in order to see that the person who has accepted *pugree* is penalised. Therefore, I make an earnest appeal to the hon Minister that, in furtherance of the principle that he has already accepted that there should be some penal clauses attached to this Bill in respect of this anti-social system, this offence should be made cognizable so that there may be some appreciable result The hon Minister in this case cannot have any difficulty as he has advanced in the case of the previous amendments, because the principle has been already accepted, and drafting difficulty is not there He will agree that this is a social evil which is abhorred by all and we will have to put a stop to it to the extent possible We consider that only by making this offence cognizable this evil can be minimised I therefore appeal to him to accept the amendment.

Shri V. P. Nayar: In the Joint Committee the hon Minister will remember that this question of raising the punishment and making the offence cognizable was specifically put to the expert witnesses, namely the representatives of the houseowners' association The representative of the houseowners' association of Delhi which claimed to have the largest representation here agreed that the punishment prescribed, namely three months and six months in the two sub-clauses here, may be raised to seven years, but his objection was that it should not be given over to the police for investigation He was very much against anything being done by the police in the matter of investigation, and that itself suggested to the Committee that he was not very fair in answering our questions We asked him what was wrong if it was to be investigated by the police, because it will be tried not by the police but by the judiciary

In this connection, I remember the day before yesterday the hon Law Minister, who is happily here, while speaking to us in the Central hall, extolled our judicial system and said that there was nothing in our judicial system of which we need be ashamed, rather it was something of which we could legitimately be proud

So, if this offence is made cognizable and is tried by the judiciary which is held in such esteem by the Treasury Benches what is the harm? After all, the police who investigate do not return the verdict It is to be tried in a court of law There is no reason why this offence should not be made cognizable This point has been stressed in the Committee too, it was stressed again when I spoke yesterday If the Government have confidence in their police and in their judiciary, there is no reason at all which they can advance Therefore, I once again appeal to the hon Minister to make this a cognizable offence.

Shri Datar: May I point out that in the original Bill the maximum punishment was three months? Then, this question was considered, and the

point that the hon. Member has just now suggested was also discussed and examined in the Joint Committee. They came to the conclusion that the maximum punishment should be extended to six months. That has been done.

So far as the question of cognizability is concerned, let us understand that as far as possible, we ought to maintain the harmony of relations between the landlord and the tenant, and the law has to step in only to the extent necessary. If the offence is made cognizable, the police have to act on some information, and that information is likely to be conveyed in a mischievous manner either on behalf of the landlord or the tenant, whatever it may be. Under the circumstances, except where the highest interests of the society as a whole require it, we should not make an offence cognizable That is the reason why I am afraid I cannot accept the amendment

Shri V. P. Nayar: May I ask a question then? The hon Minister said yesterday that this was provided as an offence even under the 1952 Act. Can he give us some indication of the number of cases which have ended in conviction for the offence of *pugree*, in the last five years so that we can know how effective it has been?

Shri Datar: I have not got the figures

Shri V. P. Nayar: I do not want you to give exact figures. An approximate idea Has there been a single instance?

Shri Datar: I cannot give any instance We ought to be very careful in maintaining harmony.

Mr. Deputy-Speaker: The question is:

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after line 22, *insert*—

"(aa) in the case of the contravention of the provisions of sub-section 2(a) of section 5, with imprisonment of either description which may extend to three years or with fine which may extend to twice the amount of *pugree* or deposit taken or demanded;

(aaa) an offence under sub-section 2(a) of section 5, shall be a cognizable offence;"

The motion was negatived.

Mr. Deputy-Speaker: The question is.

"That clause 48 stand part of the Bill"

The motion was adopted.

Clause 48 *was added to the Bill.*

Mr Deputy-Speaker: The question is:

That clauses 49 to 57 stand part of the Bill.

The motion was adopted.

Clauses 49 to 57 were added to the Bill.

Mr. Deputy-Speaker: The question is.

"That the First and Second Schedules stand part of the Bill.

The motion was adopted.

The First and Second Schedules were added to the Bill.

Mr. Deputy-Speaker: The question is.

"That Clause 1, the Enacting Formula and the long Title stand part of the Bill."

The motion was adopted.

Clause 1, *the Enacting Formula and the long Title were added to the Bill.*

Shri Datar: I beg to move:

"That the Bill, as amended, be passed."

Shri Narayanankutty Menon: One point remains.

Mr. Deputy-Speaker: Would he conclude in five minutes?

Shri Narayanankutty Menon: Exactly.

The point that I wish to stress now has been put before the House both during the first and second reading of the Bill, and it is regarding the absence of any provision for fixation of prices of land in relation to the rental values of the buildings.

The hon. Home Minister yesterday agreed that the prices of land not only in Delhi but in all cities are soaring high. There is no reason why the landowners who had the fortune to possess title to certain vast areas of land once upon a time should benefit themselves by the fortune that they are getting now. I should like the hon. Minister to examine the real values of these lands and the circumstances under which the values have been soaring.

The hon. Minister will agree with me that the land now owned either by private individuals or by the Government itself had a negligible value originally. In and around the big projects which are coming up during the Five Year Plan periods land values have been soaring high, not because of any contribution material or economic made by the landowner himself. It is because of the vast development that is taking place today under the Second Plan. When the nation invests a large amount of money in order to build a city or an industry in a particular place, the landlords in these places are benefited by the soaring prices just because they had got vast tracks of land for a song once upon a time. There is no morality behind this, the landlord getting a higher value without making any effort for it.

In a welfare state reasonable restrictions are introduced in order that the society may be benefited, but here we are not even taking away any property by putting a ceiling on the land prices. Government should determine today itself, as far as this particular Bill and other rental bills are concerned, that there should be a ceiling on land prices.

14.59 hrs.

[SHRI BARMAN *in the Chair*]

Secondly, if the Government is prepared to tackle this housing problem on a national basis, they will have to act on these lines and forget the interests of the great landholders who are benefited for nothing, because the whole purpose of this legislation will be upset and negatived unless the Government put a ceiling on land, because in determininig the fair rent or the standard rent, the high cost of the land enters into it as a part.

15 hrs.

This inflated price of land will certainly make the standard rent still further inflated. Therefore, I hope that even though it has not been possible in this Bill to incorporate any provision as regards a ceiling on land price, yet Government will take immediate measures to see that in Delhi where this Bill will be applicable, a ceiling on land price is put as soon as possible. Simply because Delhi happens to be the capital city to which a number of people are attracted, and where a number of people want buildings and other habitation places, a few landlords in the city should not be allowed to benefit by that to the disadvantage of the society as a whole.

So, I submit once again that immediate suitable measures should be taken by Government to bring forward another legislation to put a ceiling on the price of land. In the minute of dissent appended to the report of the Joint Committee, we

have made a suggestion that taking into consideration all questions of economics and also the morality behind it, the ceiling can be 400 per cent of the 1939 value; that will be a reasonable compensation for the inflated prices of all the other articles and also of land, and the landlord could very easily be satisfied with that. At the same time, this menace, as far as the land problem and the building problem are concerned, in the capital can be put an end to by this ceiling on land prices.

Shri Datar: This question was raised before the Joint Committee also, and this is what they have stated in their report:

> "The Committee considered the question of including vacant land within the scope of the definition of premises with a view to giving relief to *amildars*. The Committee feel that the question of giving such relief to *amildars* should be separately considered ."

On account of this, what has been done is that the Act of 1956 which will ordinarily lapse in February, 1959, will continue for one year in order to enable Government to consider the whole question and to see what can be done in this respect. Yesterday also, in his reply the hon. Home Minister made a reference to this point. Under these circumstances, what my hon. friend wants will be duly considered, and such action as is necessary taken.

Mr. Chairman: The question is:

> "That the Bill, as amended, be passed"

The motion was adopted.

15.03 hrs.

INDIAN TARIFF (AMENDMENT) BILL

The Minister of Industry (Shri Manubhai Shah): I beg to move:

> "That the Bill further to amend the Indian Tariff Act, 1934, be taken into consideration.".

As the House will appreciate, this Bill mainly seeks to amend the First Schedule to the Indian Tariff Act, 1934, in order to give effect to Government's decisions on certain recommendations of the commission. Hon. Members will have observed from the Statement of Objects and Reasons that the Bill seeks to continue protection beyond the 31st December, 1958, in the case of soda ash, calcium carbide, caustic soda, sericulture, aluminium, antimony, engineers' steel files and electric motor industries, and to discontinue protection with effect from 1st January, 1959, in the case of cocoa powder and chocolate, bichromates, bleaching paste and bleaching powder and artificial silk fabrics and cotton and artificial silk mixed fabrics as also steel rasps.

As the House, in several debates on the Indian Tariff (Amendment) Bills in the past, has always liked that Government should review the work of the Tariff Commission, whenever such Bills come up before the House, I would like to take the opportunity to briefly review the work of the Tariff Commission in the past.

Copies of the Tariff Commission's report on all these industries and of Government's resolutions on those reports have already been laid on the Table of the House, and notes on each of these industries have been circulated for the information of the hon. Members.

As the House is aware, early in 1940, Government announced that industries promoted with their encouragement during war-time might