



2026:AHC:70799

AFR

HIGH COURT OF JUDICATURE AT ALLAHABAD

MATTERS UNDER ARTICLE 227 No. - 3045 of 2026

Shyam PalPetitioners(s)

Versus

B.S. EnterprisesRespondents(s)

Counsel for Petitioners(s) : Prakash Chandra Dwivedi, Raunak Gupta
Counsel for Respondent(s) : Kunal Shah, Nidhi

Court No. - 35

HON'BLE DR. YOGENDRA KUMAR SRIVASTAVA, J.

Heard Sri Atul Dayal, learned Senior Counsel appearing along with Sri Prakash Chandra Dwivedi, for the petitioner and Sri Kunal Shah, learned counsel appearing for the respondent.

2. The petitioner, claiming to be a tenant in respect of a shop situated at 106/376, Gandhi Nagar, 'P' Road, Kanpur Nagar, at a monthly rent of Rs.500/-, has filed the present petition. The respondent-landlord instituted proceedings under Section 21(2)(a), (b) and (m) of the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 (hereinafter referred to as "the Act, 2021"), seeking release of the premises in question on the ground that he had acquired ownership thereof by inheritance and that the same was required for expansion of his business.

2.1 In support of the application, it was averred by way of affidavit that the landlord was in possession of a non-residential area measuring approximately 150 square yards, being utilized as a godown, while an area ad-measuring about 90 square yards on the first floor was being used as a furniture workshop. It was further stated that, in the event possession of the premises in question is secured, the landlord would be in a position to shift the furniture workshop to the ground floor and utilize the first floor portion for residential purposes.

2.2 It was also asserted that a notice dated 02.06.2023 had been issued, along with an intimation purportedly under Section 4(3) of the Act, 2021, and that the rent, as assessed on the basis of the applicable circle rate, would be Rs.1,00,000/- per month.

3. The petitioner-tenant appeared and contested the proceedings, *inter alia* asserting that the agreed rent was Rs. 500/- per month; that the alleged enhancement of rent to Rs.1,00,000/- was impermissible under the Act; that no valid notice had been served; and that the alleged refusal of notice was incorrect. It was further contended that the landlord's requirement was not genuine and that alternative accommodations were available to him, whereas the tenanted shop constituted the sole source of livelihood of the petitioner.

4. The parties exchanged pleadings and filed affidavits in support of their respective claims. The landlord reiterated his requirement of the premises for personal use, while the petitioner denied the same and raised objections regarding maintainability, service of notice, and compliance with statutory requirements.

5. The Rent Authority, by order dated 19.06.2025, allowed the release application and directed eviction of the petitioner. It recorded that the rate of rent was Rs. 500/- per month and that there was no default in payment of rent. The application, however, was allowed under Section 21(2)(m) of the Act, 2021 on the ground of personal requirement of the landlord.

6. Aggrieved, the petitioner preferred an appeal under Section 35 of the Act, which came to be dismissed by the Rent Tribunal vide order dated 30.01.2026, affirming the findings recorded by the Rent Authority.

7. The petitioner has now approached this Court under Article 227 of the Constitution of India challenging the aforesaid orders.

8. The core issue that arises for consideration is whether, under the scheme of Section 21(2)(m) of the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021, the landlord is merely to demonstrate that the premises are required for his occupation, or whether such requirement must also satisfy the test of “*bona fide* need” as was contemplated under the erstwhile U.P. Act No. 13 of 1972.

9. The petitioner has assailed the impugned orders contending that the requirement set up by the landlord is neither genuine nor pressing and is merely a pretext to evict the tenant. It is urged that the landlord is possessed of alternative accommodations which could sufficiently meet his alleged need, yet the same have not been considered by the authorities below. It is further submitted that relevant material on record has been ignored, and the proceedings are vitiated on account of non-compliance with statutory requirements, including improper service of notice and an impermissible attempt to enhance the rent. In support of the aforesaid submissions, reliance has been placed on **Phiroze Bamanji Desai v. Chandrakant N. Patel**¹, wherein it has been held that the expression “requires” must be construed to mean an element of actual need and not a mere desire, and that such requirement must satisfy the test of bona fide necessity. Further reliance has been placed on **Shiv Sarup Gupta v. Mahesh Chand Gupta**², to contend that the requirement of the landlord must be genuine and real for eviction, and that the Court is obliged to scrutinize the same objectively on the basis of pleadings and evidence on record.

10. *Per contra*, the respondent has supported the impugned orders contending that the requirement of the landlord stands duly established

1 (1974) 1 SCC 661

2 (1999) 6 SCC 222,

within the meaning of Section 21(2)(m) of the Act, 2021 and does not call for any further scrutiny on the touchstone of *bona fide* need or comparative hardship. It is submitted that the statutory provision is clear and unambiguous and merely requires the landlord to demonstrate that the premises are needed for his occupation, which has been duly pleaded and accepted by both the authorities below. In this regard, reliance has been placed on **Bhuwalka Steel Industries Ltd. v. Bombay Iron & Steel Labour Board**³ to contend that where the language of the statute is plain, it must be given its literal meaning and no words can be added or read into it. Reliance has also been placed on the decision of the Court of Appeal in **Ireland v. Taylor**⁴ to emphasize adherence to the plain meaning rule of interpretation. Further reliance has been placed on **Ganga Sagar Sethi and others v. Rajeev Kumar Jain**⁵ and **Mahesh Chandra Agarwal v. Rent Tribunal, Lucknow**⁶ to submit that under the Act, 2021, the scope of inquiry is limited and once the requirement of the landlord is established, the question of examining alternative accommodation or comparative hardship does not arise.

11. At this stage, it would be apposite to notice the statutory requirement as engrafted in Section 21(2)(m) of the Act, 2021. The provision postulates only the existence of the requirement of the landlord for occupation of the premises, without incorporating any further condition or qualification. The relevant portion of the act is extracted below :

“21. Protection of tenant against eviction. 21. (1) A tenant shall not be evicted during the continuance of tenancy agreement unless otherwise agreed to in writing by the landlord and tenant, except in accordance with the provisions of sub-section (2) or in accordance with the provisions of section

(2) The Rent Authority may, on an application made to it by the landlord in such manner as may be prescribed, make an order for eviction and recovery of possession of the premises on one or more of the following grounds, namely:

3 (2010) 2 SCC 273

4 [1949] 1 K.B. 300

5 Matters under Article 227 No. 13809 of 2025

6 Writ-A No. 7791 of 2023

(m) that the premises **are required** by landlord either in its existing form, or after demolition and new construction thereof for the purpose of its occupation by landlord.”

12. According to sub-section (2)(m) of Section 21 of the Act, 2021, the landlord is only required to demonstrate that the premises are required for his occupation. The provision, in its plain terms, is clearly distinguishable from the provisions contained in the erstwhile U.P. Act No. 13 of 1972, wherein the landlord was obligated to establish not only his *bona fide* requirement but also to satisfy the test of comparative hardship. The omission of these requirements under the present enactment is neither incidental nor insignificant, but a conscious legislative departure. Relevant portion under U.P. Act No. 13 of 1972, is given below :

“21. Proceedings for release of building under occupation of tenant-

(1) The prescribed authority may, on an application of the landlord in that behalf, order the eviction of a tenant from the building under tenancy or any specified part thereof if it is satisfied that any of the following grounds exists; namely: --

(a) that the building is *bona fide* required either in its existing form or after demolition and new construction by the landlord for occupation by himself or any member of his family, or any person for whose benefit it is held by him, either for residential purposes or for purposes of any profession, trade or calling, or where the landlord is the trustee of a public charitable trust, for the objects of the trust.”

13. A perusal of the statutory framework of the Act, 2021 shows that the legislature has employed language materially different from that contained in the erstwhile enactment of the Act no. 13 of 1972. The provision does not incorporate expressions such as “*bona fide* requirement” or any reference to comparative hardship, which were integral to the earlier regime. This change in phraseology assumes significance while construing the scope and ambit of the provision.

14. The manner in which Section 21(2)(m) is structured indicates that the emphasis is placed on the requirement of the premises by the landlord for occupation, either in its existing form or after demolition and reconstruction. The absence of additional qualifying expressions

suggests that the provision is intended to be applied on its own terms, in accordance with the language employed by the legislature.

15. The grounds urged by the petitioner have been duly considered.

16. The submission that the authorities below failed to consider the actual requirement of the landlord and ignored the availability of alternative accommodations cannot be accepted. Under Section 21(2)(m) of the Act, 2021, the landlord is only required to demonstrate that the premises are required for his occupation, either in its existing form or after demolition. The earlier requirement of proving “*bona fide* need” or undertaking a comparative assessment of hardship, as contemplated under U.P. Act No. 13 of 1972, has been consciously omitted. The Court cannot reintroduce such considerations, and consequently, the plea regarding alternative accommodation or absence of pressing need is not relevant for adjudication under the present statute.

17. The further contention that the landlord must still establish a higher threshold of genuine or actual need is equally misconceived. The exclusion of the expression “*bona fide* requirement” has materially altered the legal position, and the statutory obligation stands satisfied once the landlord asserts and demonstrates that the premises are required for his occupation. In the present case, such requirement has been specifically pleaded, and there is no substantive material brought on record by the petitioner to dislodge the same. In the absence of any credible rebuttal, the requirement stands established within the meaning of Section 21(2)(m).

18. The allegation that the Rent Tribunal has dismissed the appeal in a mechanical manner also does not merit acceptance. Both the Rent Authority and the Rent Tribunal have recorded concurrent findings of fact regarding the requirement of the landlord. Non-consideration of aspects which are no longer germane under the statutory scheme would not render the orders as mechanical or indicative of non-application of mind. The findings are based on the pleadings and material on record and do not suffer from perversity.

19. The contention that omission of the words “*bona fide* requirement” would allow eviction without pleadings or evidence is also misplaced. The statute still requires the landlord to plead and demonstrate his requirement; however, once such assertion remains unrebutted by any cogent material from the tenant, the authorities are justified in allowing the application. The provision does not envisage any inquiry beyond the limited requirement so prescribed.

20. It is also pertinent that the eviction application was filed, *inter alia*, under Section 21(2)(m) of the Act, 2021, specifically asserting personal requirement of the landlord. The Rent Authority has allowed the application solely on this ground, without passing any order regarding arrears of rent, which clearly indicates that eviction has been directed only on the basis of personal requirement as contemplated under the said provision. The authorities below have, thus, acted strictly within the confines of the statutory framework.

21. Reliance has been placed by the petitioner on **Phiroze Bamanji Desai** (*supra*) to contend that the expression “requires” must necessarily be construed to mean an element of actual need as distinguished from a mere desire, and that such requirement must be established on the touchstone of *bona fide* necessity along with other considerations such as comparative hardship. The said decision was rendered in the context of the Section 13(1)(g) of the Bombay Rents, Hotel and Lodging House Rates Control Act, 1947, which provides that a landlord shall be entitled to recover possession of any premises if the Court is satisfied that the premises are “reasonably and *bona fide* required” by the landlord for occupation by himself or by any person for whose benefit the premises are held, or where the landlord is a trustee of a public charitable trust, that the premises are required for occupation for the purposes of the trust.

22. The principle relied upon by petitioner, arises from a statutory framework materially different from the one governing the present case. Under Section 21(2)(m) of the Act, 2021, the legislature has consciously

omitted the requirement of proving “*bona fide* requirement” and has also done away with any inquiry into comparative hardship. The scope of examination, therefore, stands confined to whether the premises are required by the landlord for his occupation. In view of this clear legislative departure, the interpretation of the expression “requires” as laid down in the aforesaid judgment, which is rooted in a different statutory context, cannot be applied to proceedings under the Act, 2021.

23. Reliance placed by the respondent on **Bhuwalka Steel Industries Ltd.** (*supra*) is to emphasize the principle of statutory interpretation that where the language of a provision is clear and unambiguous, it must be given its plain meaning and no external aids or interpretative additions can be resorted to; further, that the Court cannot supply a *casus omissus* where the legislature has consciously omitted certain expressions. The relevant extract from the judgment is as follows:

“44. It must, at this juncture, be noted that in spite of Section 2(11), which included the words “*but for the provisions of this Act is not adequately protected by legislation for welfare and benefits of the labour force in the State*”, these precise words were removed by the legislature and the definition was made limited as it has been finally legislated upon. It is to be noted that when the Bill came to be passed and received the assent of the Vice-President on 5-6-1969 and was first published in the Maharashtra Government Gazette Extraordinary, Part IV on 13-6-1969, the aforementioned words were omitted. Therefore, this would be a clear pointer to the legislative intent that the legislature being conscious of the fact and being armed with all the Committee reports and also being armed with the factual data, deliberately avoided those words. What the appellants are asking was to read in that definition, these precise words, which were consciously and deliberately omitted from the definition. That would amount to supplying the *casus omissus* and we do not think that it is possible, particularly, in this case. The law of supplying the *casus omissus* by the courts is extremely clear and settled that though this Court may supply the *casus omissus*, it would be in the rarest of the rare cases and thus supplying of this *casus omissus* would be extremely necessary due to the inadvertent omission on the part of the legislature. But, that is certainly not the case here.”

24. In **Bhuwalka Steel Industries Ltd.** (*supra*), the Supreme Court reiterated the settled principle of statutory interpretation that where the legislature has consciously omitted certain words from the final

enactment, such omission is indicative of deliberate legislative intent, and it is not open to the Court to read those words back into the provision, as doing so would amount to supplying a *casus omissus*. It was also observed that such judicial supplementation is permissible only in the rarest of cases where the omission is clearly inadvertent, and not where it is deliberate. The judgment thus underscores that a provision must be interpreted as it stands, and neither expanded nor curtailed by importing considerations which the legislature has consciously chosen to exclude.

25. The principle relating to *casus omissus* is well settled. In **State of Jharkhand v. Govind Singh**⁷, the Supreme Court held that a *casus omissus* cannot be supplied by the Court except in a case of clear necessity and when such necessity is discernible from the four corners of the statute itself. It was further observed that a *casus omissus* ought not to be readily inferred, nor can the Court, under the guise of interpretation, create or fill in omissions in the statutory scheme, as that would amount to legislating. The Court emphasized that statutory provisions must be construed as a whole so as to give effect to the legislative intent, and unless the language leads to manifest absurdity or defeats the object of the enactment, it is not open to the Court to read into the statute words which are not there. Relevant portion of the judgment is as follows:

21. Two principles of construction — one relating to *casus omissus* and the other in regard to reading the statute as a whole — appear to be well settled. Under the first principle a *casus omissus* cannot be supplied by the court except in the case of clear necessity and when reason for it is found in the four corners of the statute itself but at the same time a *casus omissus* should not be readily inferred and for that purpose all the parts of a statute or section must be construed together and every clause of a section should be construed with reference to the context and other clauses thereof so that the construction to be put on a particular provision makes a consistent enactment of the whole statute. This would be more so if literal construction of a particular clause leads to manifestly absurd or anomalous results which could not have been intended by the legislature. “An intention to produce an unreasonable result”, said Danckwerts, L.J. in *Artemiou v. Procopiou* [(1966) 1 QB 878 : (1965) 3 All

⁷ (2005) 10 SCC 437

ER 539 : (1965) 3 WLR 1011 (CA)] (All ER p. 544 I), “is not to be imputed to a statute if there is some other construction available”. Where to apply words literally would “defeat the obvious intention of the legislation and produce a wholly unreasonable result”, we must “do some violence to the words” and so achieve that obvious intention and produce a rational construction. [Per Lord Reid in *Luke v. IRC* [1963 AC 557 : (1963) 1 All ER 655 : (1963) 2 WLR 559 (HL)] where at AC p. 577 (All ER p. 664 I) he also observed: “This is not a new problem, though our standard of drafting is such that it rarely emerges.”]

22. It is then true that, “when the words of a law extend not to an inconvenience rarely happening, but due to those which often happen, it is good reason not to strain the words further than they reach, by saying it is *casus omissus*, and that the law intended *quae frequentius accidunt*”. “But”, on the other hand, “it is no reason, when the words of a law do enough extend to an inconvenience seldom happening, that they should not extend to it as well as if it happened more frequently, because it happens but seldom”. (See *Fenton v. Hampton* [(1858) 11 Moo PC 347 : 6 WR 341] .) A *casus omissus* ought not to be created by interpretation, save in some case of strong necessity. Where, however, a *casus omissus* does really occur, either through the inadvertence of the legislature, or on the principle *quod semel aut bis existit praetereunt legeslatores*, the rule is that the particular case, thus left unprovided for, must be disposed of according to the law as it existed before such statute — *casus omissus et oblivioni datus dispositioni communis juris relinquitur*; “a *casus omissus*”, observed Buller, J. in *Jones v. Smart* [ITR 44 : 99 ER 963] (TR at p. 52 : ER at p. 967), “can in no case be supplied by a court of law, for that would be to make laws”.

26. In view of the aforesaid principles laid down by the Supreme Court, it is clear that statutory provisions must be interpreted on the basis of their plain language, and the Court cannot read into them words or conditions which the legislature has consciously omitted. Applying the same to Section 21(2)(m) of the Act, 2021, once the legislature has deliberately excluded the expression “*bona fide* requirement” and any element of comparative hardship, it is not open to the Court to import such requirements under the guise of interpretation. Any attempt to reintroduce notions of “genuine,” “pressing,” or “*bona fide*” while construing the expression “required” under Section 21(2) (m) would amount to supplying a *casus omissus*, which is impermissible. The provision must, therefore, be given effect as it stands, confining the

inquiry strictly to whether the premises are required by the landlord for his occupation.

27. A useful exposition of the meaning of the expression “requires” is found in the decision of the Court of Appeal in **Ireland v. Taylor**⁸ wherein it was observed that the term “requires” is satisfied if the landlord establishes a genuine intention to occupy the premises, and does not necessarily import an element of reasonableness or need. It was further held that, so long as the intention of the landlord is real and not a mere pretence, it is not for the Court to examine the reasonableness of such intention or to substitute its own assessment in place thereof. The Court clarified that the word “requires” cannot be equated with “reasonably requires” or “needs,” and that the inquiry is confined to the genuineness of the landlord’s intention to occupy. It is pertinent to refer to the observations of **Lord Tucker** :

“The evidence of Mr. Taylor, one of the landlords, was that he required possession of the house so that he might use the large lounge as a studio for portrait painting, for which purpose it was suitable by reason of its size and lighting.....If Mr. Taylor, in fact, desires to get possession of this house and genuinely intends to use it for this purpose I can see no ground for saying that he does not "require" it within the meaning of sub-para. (i) of para. (8) of sub-s. (3) of s. 5, which contains the words "the premises are required for occupation by himself." If he required it for this purpose, then his wife who was living with him clearly also required it apart altogether from the other reasons which she gave in evidence some of which clearly could not be substantiated. The referee had interpreted the word "required" as if it meant "needed," somewhat on the lines of the words "reasonably required".in my opinion, in this part of the section the landlord must be the sole arbiter of his own requirements, provided he proves that he, in fact, desires possession and genuinely intends to occupy.”

In the same decision, **Somervell, L. J** has observed that

“The referee in his report construed "requires" as meaning "needs," and came to the conclusion that the landlords did not need this large house.The learned judge did not regard "requires" as meaning "reasonably requires or needs," but as a somewhat stronger word than "intends".In *Clift v. Taylor*, it is said that any real ambiguity of language ought to be resolved in favour of maintaining common law rights. I doubt if there is any real ambiguity. "Requires" may, of course, have different senses in different contexts. In its present context it is, I

8 [1949] 1 K.B. 300

think, satisfied if a landlord establishes, as these landlords did, that he wants and intends to occupy the premises. Apart from the Act that is his common law right, If the legislature had intended to place some burden on him of establishing that he was reasonable or not unreasonable in requiring what was his own, plain words would have been used. Of course, if a court came to the conclusion that the evidence of intention was false and that the landlord did not genuinely intend to occupy the premises, the claim would fail. There is, however, no trace of any finding to this effect. On this view it is unnecessary to consider the question of "reasonableness."

28. The aforesaid observations unequivocally demonstrate that the expression "requires" does not import an obligation upon the landlord to establish reasonableness or necessity in an objective sense, but is satisfied once a genuine and *bona fide* intention to occupy the premises is established. The Court expressly disapproved of substituting judicial assessment in place of the landlord's own requirement and held that, so long as the intention is real and not a mere pretence, the landlord is the sole arbiter of his requirement. The enquiry, therefore, stands confined to the genuineness of the intention, and not its reasonableness.

29. Reliance placed by the petitioner on **Shiv Sarup Gupta** (supra) is misplaced and distinguishable. The said judgment was rendered in the context of Section 14(1)(e) of the Delhi Rent Control Act, 1958, which specifically governs eviction on the ground of *bona fide residential requirement*, coupled with the statutory condition that the landlord must not have any other reasonably suitable residential accommodation. The legislative framework under the Delhi Act is thus materially different.

30. In a recent decision of this Court, in **Mahesh Chandra Agarwal** (supra), it has been observed that under Section 21(2)(m) of the Act, 2021, the landlord is only required to demonstrate that the premises are needed for his own occupation, and the earlier requirement of establishing "*bona fide need*" or undertaking any comparative assessment of hardship, as was contemplated under the repealed Act of 1972, no longer survives. It was further held that once the requirement of the landlord for personal occupation is established and remains uncontroverted, there is no scope for interference with the orders of eviction passed by the authorities below.

31. A similar position has been noted by this Court in **Ganga Sagar Sethi** (supra), wherein it was observed that with the enforcement of the U.P. Regulation of Urban Premises Tenancy Act, 2021, the earlier regime under U.P. Act No. 13 of 1972 stood materially altered. The Court took note of the legislative shift whereby the requirement of establishing “bona fide need” and undertaking a comparative assessment of hardship has been consciously done away with, and the statutory focus now stands confined to the “requirement” of the landlord. It was held that in view of the clear legislative intent, the Rent Authority is required to adjudicate the claim strictly within the framework of Section 21(2)(m) of the Act, 2021, without importing considerations of *bona fide* need or comparative hardship as were applicable under the repealed enactment.

32. The Act of 2021 marks a paradigm shift from the earlier regime under the U.P. Act No. 13 of 1972, particularly in the matter of eviction on the ground of landlord’s requirement. While the earlier enactment mandated a rigorous inquiry into “*bona fide* requirement” coupled with a comparative assessment of hardship between the landlord and the tenant, the present Act consciously departs from that framework.

33. The scheme of Section 21(2)(m) of the Tenancy Act, 2021, when read in its plain and unambiguous terms, makes it evident that the legislature has departed from the earlier statutory framework. Unlike the provisions contained in the erstwhile U.P. Act No. 13 of 1972, the requirement of establishing bona fide need coupled with comparative hardship is conspicuously absent. The legislative intent, therefore, appears to be to simplify the ground of eviction by requiring the landlord to merely demonstrate that the premises are required for his occupation.

34. The omission of the expression “*bona fide* requirement” assumes significance and materially alters the nature of adjudication under the present enactment. Consequently, the scope of inquiry stands confined to examining whether the requirement of the landlord for occupation of the premises is made out, either in its existing form or after reconstruction.

35. This evident shift is reflected in the legislative omission of expressions such as “*bona fide* requirement” and in the complete absence of any provision mandating a comparative hardship analysis. Such omissions cannot be treated as accidental; rather, they signify a conscious legislative intent to narrow the scope of adjudication.

36. It is a settled principle of statutory interpretation that the Court cannot supply a *casus omissus*. An omission in the statute cannot be filled by judicial interpretation unless such necessity is evident from the scheme of the Act itself. The Court must construe the provision as it stands and give effect to the legislative intent as expressed, without adding or subtracting words. Where the legislature has consciously omitted a requirement, it is not open to the Court to reintroduce it under the guise of interpretation. Any such exercise would amount to legislating, which lies beyond the judicial function. Accordingly, the statutory provision must be applied in its plain terms, and no additional conditions can be read into it by implication.

37. In view of the altered statutory position, the Court is not required to undertake a comparative assessment of hardship between the parties, nor is it expected to scrutinize the degree or genuineness of the need in the manner contemplated under the repealed enactment. The jurisdiction is limited to ascertaining the existence of the requirement as pleaded by the landlord.

38. In the absence of the expression “*bona fide* requirement,” the landlord is only required to demonstrate that the premises are needed for his occupation, either in its existing form or after demolition. Once such requirement is duly asserted, the onus shifts upon the tenant to specifically deny the same and substantiate such denial with cogent material. A mere bald or vague plea would not suffice to rebut the statutory ground.

39. Consequently, the nature of adjudication under the Act, 2021 stands fundamentally altered. The focus is no longer on testing the degree, urgency, or genuineness of the landlord’s need in comparison

with the tenant's hardship, but is limited to examining whether the requirement, as pleaded, exists. Once such requirement is established and remains unrebutted by cogent material, the statutory ground for eviction stands satisfied.

40. In the present case, though a denial of the landlord's requirement has been set up in the pleadings, the same remains unsubstantiated. No substantive material has been brought on record, either before the authorities below or before this Court, to dislodge the claim that the premises are required for personal occupation. The pleadings, in this regard, lack material particulars and are not supported by any credible evidence in rebuttal. Consequently, the defence raised by the tenant does not create any real or substantial doubt as to the genuineness of the landlord's requirement.

41. In view of the foregoing discussion, this Court finds that the orders passed by the Rent Authority and the Rent Tribunal are in consonance with the statutory scheme of Section 21(2)(m) of the Act, 2021 and do not suffer from any perversity, illegality, or jurisdictional error. The requirement of the landlord having been duly established within the limited scope of the provision, and there being no material on record to dislodge the same, no ground for interference is made out in exercise of supervisory jurisdiction under Article 227 of the Constitution of India.

42. Learned counsel, at this stage, has sought an indulgence, praying for an additional time of eight months to vacate the premises in question.

43. Counsel appearing for the respondent submits that he has no objection to the prayer so made by the petitioner.

44. Having regard to the aforesaid and in view of the request so made by counsel for the petitioner, while dismissing the petition, this Court grants **eight months' time** to the petitioner to vacate and handover peaceful possession of the premises in question, to respondent-landlord, **on or before 2nd December, 2026**, subject to the following conditions:

(i) The tenant-petitioner shall file an undertaking before the Rent Authority, Kanpur Nagar, to the effect that he shall handover peaceful

possession of the premises in question, to the respondent-landlord on or before 2nd December, 2026;

(ii) The said undertaking shall be filed within a period of two weeks from today; and

(iii) The tenant-petitioner shall also regularly deposit a monthly amount of Rs.2000/- towards 'use and occupation charges' by the 7th day of each month, during the period of extended occupation.

45. It is made clear that in the event of default in compliance of any of the aforesaid conditions, the protection granted by this Court, shall stand vacated automatically and it shall be open to the respondent-landlord to seek execution of the order passed in the Rent Case in accordance with law.

46. Subject to the aforesaid directions, the petition stands **dismissed**.

(Dr. Yogendra Kumar Srivastava, J.)

April 2, 2026

RKK/-