



2026:AHC:201409

HIGH COURT OF JUDICATURE AT ALLAHABAD

MATTERS UNDER ARTICLE 227 No. - 8450 of 2026

Keshav Bhalla

.....Petitioner(s)

Versus

Prescribe Authority /Rent Authority (Additional District Magistrate) and
another

.....Respondent(s)

Counsel for Petitioner(s)	: Chandrachud Pandey, Rajesh Kumar, Vineeta Pandey
Counsel for Respondent(s)	: Ashok Nath Tripathi, C.S.C., Mukesh Kumar, Shivangi Singh

With:

Matters Under Article 227 No.7645 of 2026
(Sandeep vs. Vinod Kumar Chhabra)

AFR

Court No. - 35

HON'BLE DR. YOGENDRA KUMAR SRIVASTAVA, J.

Heard Sri Chandrachud Pandey, learned counsel for the petitioner, and Sri Ashok Nath Tripathi, along with Ms Shivangi Singh, learned counsel appearing for respondent no.3, in Petition under Article 227 No.8450 of 2026; Sri Nipun Singh, learned Senior Counsel, assisted by Sri Aishwarya Pratap Singh and Sri Sumit Suri, learned counsel for the petitioner, and Sri Keshav Hari Dixit, learned counsel appearing for the respondent, in Petition under Article 227 No.7645 of 2026. Sri Kartikey Saran, learned Additional Advocate General, assisted by Sri Harish Chandra Kesari, learned Additional Chief Standing Counsel, has also been heard to assist the Court on the

questions of statutory interpretation arising for consideration in these petitions.

2. Petition under Article 227 No.7645 of 2026 has been filed assailing the judgment and order dated 13.05.2026 passed by the District Judge/Rent Tribunal, Muzaffarnagar in Rent Control Appeal No. 15 of 2025, whereby the order dated 13.02.2025 passed by the Rent Authority, Muzaffarnagar, rejecting the eviction application, has been set aside and the petitioner has been directed to vacate the premises in question. Petition under Article 227 No.8450 of 2026 is directed against the order dated 22.02.2025 passed by the Rent Authority/Additional District Magistrate, Farrukhabad in Case No. 1255 of 2022 and the judgment dated 10.04.2026 passed by the Rent Tribunal/Additional District Judge, Court No.7, Farrukhabad in Rent Appeal No.35 of 2025, whereby the order directing eviction of the petitioner has been affirmed.

3. Both petitions arise out of proceedings under the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021¹ and raise a common question concerning the scope of the grounds of eviction contemplated under Section 21(2) thereof. They have, accordingly, been heard together and are being decided by this common judgment. Since, however, the factual matrix and the grounds of challenge in the two petitions are not identical, the facts giving rise to each petition shall be noticed separately, insofar as may be necessary for determination of the respective controversy.

4. The facts giving rise to the Petition under Article 227 No. 7645 of 2026 are that the petitioner, Sandeep Kumar, is a tenant in respect of Shop No. 97-B, Wakil Road, New Mandi, Muzaffarnagar, at the alleged monthly rent of ₹12,000/-. The respondent-landlord, Vinod Kumar Chhabra, instituted proceedings under Section 21(2) of the Act of 2021 seeking eviction of the petitioner from the aforesaid premises. The eviction application was founded, *inter alia*, on the allegations of default in payment of rent with effect from 31.10.2023, material

¹ Act of 2021

alteration in the premises, termination of the tenancy by notice dated 19.03.2024 issued under Section 106 of the Transfer of Property Act, 1882, and requirement of the premises for the business/office of the landlord's son. The petitioner contested the proceedings and, *inter alia*, disputed the alleged rate of rent and also the allegation of default. His case was that rent had been paid up to 31.10.2023 and that thereafter the landlord had refused to accept rent. It was further asserted that the money orders sent towards payment of rent had been refused and that, thereafter, an application under Section 14(1) of the Act of 2021 had been moved for deposit of rent. The Rent Authority, Muzaffarnagar, by order dated 13.02.2025, rejected the eviction application. Aggrieved thereby, the landlord preferred Rent Control Appeal No.15 of 2025 before the District Judge/Rent Tribunal, Muzaffarnagar. The appeal was partly allowed by judgment and order dated 13.05.2026, whereby the order of the Rent Authority was set aside and the petitioner was directed to vacate the disputed premises. The petitioner has consequently invoked the supervisory jurisdiction of this Court under Article 227 of the Constitution of India.

5. The facts giving rise to the Petition under Article 227 No.8450 of 2026 are that the petitioner, Keshav Bhalla, is in occupation of a shop situated at Mohalla Badhpur, Tehsil Sadar, District Farrukhabad. According to the parties, the premises had originally been let out by late Mahavir Singh Gangwar, father of respondent no. 3, to the petitioner's father, late Anil Kumar Bhalla, about 45–48 years ago. Following the death of the original tenant on 07.07.2022, the petitioner continued in possession and carried on the business of tempo repairing therein under the name and style of M/s Anil Auto Repairs. Respondent no. 3, Akhilesh Chandra Gangwar, instituted proceedings under Section 21(2) of the Act of 2021, registered as Case No. 1255 of 2022 before the Rent Authority/Additional District Magistrate, Farrukhabad, principally alleging default in payment of rent and requirement of the premises for his son, who was stated to be unemployed and desirous of establishing a business therein. The

petitioner contested the proceedings while admitting the tenancy, but disputed the alleged default and asserted that rent had been paid up to September 2022 and that thereafter the landlord had refused to accept rent. He also disputed the alleged rate of rent and asserted that the disputed shop constituted his principal source of livelihood. The Rent Authority, by order dated 22.02.2025, allowed the eviction application and directed the petitioner to vacate the premises. The petitioner preferred Rent Appeal No. 35 of 2025 before the Rent Tribunal/Additional District Judge, Court No. 7, Farrukhabad. The appeal was dismissed by judgment dated 10.04.2026, affirming the order of eviction. Aggrieved by the aforesaid orders, the petitioner has approached this Court under Article 227 of the Constitution of India, principally assailing the findings recorded by the authorities below with regard to default, the requirement pleaded for the landlord's son, availability of alternative accommodation and the other circumstances relied upon in opposition to the eviction.

Submissions on behalf of the Petitioner in 'Matters under Article 227 No. 8450 of 2026'

6. Learned counsel for the petitioner in the petition under Article 227 No. 8450 of 2026 submits that the impugned orders travel beyond the scope of the Act of 2021. It is contended that, the proceedings having been instituted under Section 21(2) of the Act, an order of eviction could be passed only on a ground expressly contemplated by the said provision. According to learned counsel, the learned Tribunal has erroneously treated the alleged requirement of the landlord's son for business/office purposes as the requirement of the landlord within the meaning of Section 21(2)(m), although the said provision contemplates the requirement of the landlord himself. It is, therefore, submitted that the Tribunal has impermissibly enlarged the statutory ground of eviction beyond the language of the enactment.

7. It is further submitted that, following the death of the original tenant on 07.07.2022, the petitioner continued in possession of the disputed premises and has been carrying on the business of tempo

repair. Learned counsel submits that the said business constitutes the sole source of livelihood of the petitioner and his family and that, since the death of his father, the petitioner has had no other source of income apart from the business carried on from the premises in question. It is contended that his eviction from the premises would, therefore, cause serious prejudice to his livelihood.

8. Learned counsel further submits that the respondent-landlord has failed to establish any genuine or pressing requirement for the disputed premises. It is pointed out that respondent no. 3 owns several other shops in the vicinity of Vadhpur, Fatehgarh/Farrukhabad, some of which are stated to be lying vacant, and also has other business interests. According to learned counsel, these circumstances were material to the determination of the genuineness of the alleged requirement, but have not been properly considered by the authority. It is argued that a mere assertion or desire on the part of the landlord, without examination of the surrounding circumstances and the availability of alternative accommodation, cannot by itself constitute sufficient proof of a *bona fide* requirement.

9. Learned counsel next submits that the impugned order has been passed without proper appreciation of the pleadings, evidence and other material available on record. According to him, the authority failed to properly consider the respective circumstances of the parties and proceeded on an erroneous assumption with regard to the alleged default in payment of rent. It is contended that the burden of establishing the statutory ground of eviction rested upon the landlord and could not have been shifted to the petitioner unless the landlord had first established the foundational facts necessary to sustain the claim. The finding regarding default is, therefore, assailed as being unsupported by the evidence on record.

10. It is also submitted that the question of comparative hardship has not been properly examined. Learned counsel submits that the petitioner has been earning his livelihood exclusively from the business carried on in the disputed premises and that his displacement

would result in substantial hardship to him and his family, whereas the respondent-landlord owns several other properties and has other business interests. These circumstances, according to learned counsel, were relevant for determining the comparative hardship of the parties but have not received due consideration in the impugned order.

11. Lastly, learned counsel submits that the proceedings suffer from a further jurisdictional impropriety inasmuch as a dispute concerning the premises is already pending before a competent civil court. It is contended that the authority failed to take into consideration the pendency of the said proceedings and the possibility of conflicting adjudications. On these grounds, it is urged that the impugned order, being arbitrary, perverse and contrary to the material available on record, is liable to be set aside.

Submissions on behalf of Respondent No.3 appearing in ‘Matters under Article 227 No.8450 of 2026’

12. Learned counsel appearing for respondent no. 3, opposing the petition, submits that the principal question arising for consideration is the scope and meaning of the expression “occupation by landlord” occurring in Section 21(2)(m) of the Act of 2021. It is contended that the expression cannot be construed to mean that the landlord must necessarily be in personal and physical occupation of the premises and that, in an appropriate case, occupation through the landlord’s son may constitute occupation by the landlord, particularly where the requirement originates from the landlord and possession and juridical control over the premises continue to remain with him.

13. Learned counsel places primary reliance upon the judgment of the Supreme Court in **Joginder Pal v. Naval Kishore**², wherein the expression “for his own use” was held to require a wide, liberal and practical construction and was not confined to actual physical user by the landlord personally. It is submitted that the Supreme Court recognised that the requirement of a family member, including a son, may, depending upon the relationship, dependence, surrounding

² (2002) 5 SCC 397

circumstances and genuineness of the claim, constitute the landlord's own requirement.

14. Learned counsel further relies upon **Kailash Chand v. Dharam Dass**³, wherein the Supreme Court, while considering the expression "his own occupation", held that the same does not necessarily mean occupation by the landlord alone or in his individual capacity and recognised that the requirement of family members may constitute the landlord's own requirement. According to learned counsel, the said principle is of particular relevance while interpreting the expression "occupation by landlord" occurring in Section 21(2)(m).

15. Reliance is also placed upon **Ajit Singh v. Jit Ram**⁴, wherein the Supreme Court referred to and reaffirmed the principle laid down in **Joginder Pal** and treated it as an authoritative interpretation of the expression "for his own use", including in the context of use of non-residential premises by the landlord's son.

16. Learned counsel has placed particular reliance upon **Mehmooda Gulshan v. Javaid Hussain Mungloo**⁵, wherein the Supreme Court specifically considered whether the requirement of the landlord for "own occupation" could include occupation by a member of the family, namely, the son. It is submitted that the controversy considered therein bears substantial similarity to the question arising in the present case and that the Supreme Court answered the issue in favour of the landlord, recognising the requirement of the landlord's unemployed son to establish himself in business.

17. Learned counsel further relies upon **Murlidhar Aggarwal (Dead) through L.R. Atul Kumar Aggarwal v. Mahendra Pratap Kakan (Dead) through L.Rs.**⁶, wherein the Supreme Court reiterated that the requirement for occupation by the landlord is to be construed liberally and that the requirement of family members may also be covered. It is submitted that, although the said judgment arose under the Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction)

3 (2005) 5 SCC 375

4 (2008) 9 SCC 699

5 (2017) 5 SCC 683

6 2025 INSC 564

Act, 1972, it reaffirms the line of Supreme Court jurisprudence, including the principles laid down in **Joginder Pal**, regarding the legal understanding of the landlord's occupation and requirement.

18. Learned counsel also places reliance upon **Dwarka Prasad v. Niranjan**⁷, wherein the requirement of the premises for settling the landlord's son and younger brothers in business was considered while adopting a practical construction of the landlord's own requirement. It is submitted that the said decision assumes further significance as it has subsequently been relied upon by the Supreme Court in **Murlidhar Aggarwal**.

19. On the strength of the aforesaid authorities, learned counsel submits that the case of respondent no. 3 is not founded upon any independent statutory right of the son to seek eviction. According to learned counsel, the requirement continues to be that of the landlord, with the son being the person through whom the premises are proposed to be beneficially utilised. Thus, the mere fact that the son may physically carry on the proposed business from the premises would not, by itself, take the case outside the expression "occupation by landlord", particularly where possession and juridical control over the premises continue to remain with the landlord.

20. Learned counsel submits that the omission of the expression "member of his family", which existed in the earlier enactment, cannot be construed as an express statutory prohibition against occupation of the premises through a family member. It is contended that respondent no. 3 is not seeking insertion of the words "son" or "member of his family" into Section 21(2)(m), but seeks only an interpretation of the expression actually employed by the Legislature, namely, "occupation by landlord". According to learned counsel, giving appropriate amplitude to the expression "occupation" does not amount to supplying a *casus omissus*.

21. Learned counsel further submits that the expression "occupation" cannot be reduced to a test of the landlord's personal

⁷ (2003) 4 SCC 549

physical presence in the premises. The relevant consideration, according to learned counsel, is whether possession, control and beneficial use of the premises are attributable to the landlord. It is, therefore, urged that where the landlord seeks to utilise his premises for establishing or settling his son in business, and such use remains under the landlord's possession and control, the same may legitimately constitute occupation by the landlord within the meaning of Section 21(2)(m).

22. Learned counsel has also relied upon the decision in **Shyam Pal v. B.S. Enterprises**⁸ to contend that Section 21(2)(m) must be construed on its own language. It is submitted that the provision premises are required for "its occupation by landlord" does not stipulate that such occupation must be personal, exclusive or physical occupation by the landlord himself, or exclude occupation by his son or other family member. Reliance is placed on the principle that words not enacted by the Legislature cannot be judicially introduced so as to restrict the statutory right.

23. Learned counsel accordingly submits that the findings recorded by the authorities below, insofar as they recognise the requirement pleaded by respondent no. 3, do not suffer from any jurisdictional error, perversity or other infirmity warranting interference in exercise of supervisory jurisdiction under Article 227 of the Constitution of India. The petition, it is urged, is therefore liable to be dismissed.

Submissions on behalf of the Petitioner appearing in 'Matters under Article 227 No. 7645 of 2026'

24. Learned counsel appearing for the petitioner in Matter under Article 227 No. 7645 of 2026 submits that the impugned judgment of the learned Rent Tribunal is unsustainable, having travelled beyond the statutory scheme of the Act of 2021. It is contended that the proceedings were instituted under Section 21(2) of the Act of 2021 and, therefore, the respondent-landlord could succeed only upon establishing a ground expressly contemplated by the said provision.

8 2026 SCC OnLine All 1729

According to learned counsel, the learned Tribunal proceeded on the premise that the disputed premises were required for the business/office of the landlord's son and treated such requirement as constituting the requirement of the landlord within the meaning of Section 21(2)(m). It is submitted that clause (m) specifically contemplates requirement of the premises for the occupation of the landlord and does not independently recognise the requirement of the landlord's son as a ground of eviction. The Tribunal, therefore, could not have enlarged the statutory ground so as to sustain the eviction merely on the basis of the alleged requirement of the landlord's son.

25. Learned counsel next submits that the learned Tribunal further erred in treating the notice dated 19.03.2024, purportedly issued under Section 106 of the Transfer of Property Act, 1882, as furnishing an independent basis for eviction. It is contended that, once the respondent-landlord invoked the special remedy under Section 21(2) of the Act of 2021, eviction could follow only upon establishment of one of the statutory grounds contemplated therein. Termination of a month-to-month tenancy under Section 106 of the Transfer of Property Act, 1882, cannot, by itself, constitute an independent ground of eviction under Section 21(2) of the Act of 2021. The mere absence of a written tenancy agreement, or the alleged month-to-month nature of the tenancy, therefore, could not, according to learned counsel, enable the respondent to bypass the statutory requirements governing eviction under the Act of 2021.

26. It is further submitted that, even on the question of requirement, the finding recorded by the learned Tribunal is not supported by the material available on record. Learned counsel submits that the requirement pleaded was essentially that of the landlord's son for commencing a business/office, whereas the statutory ground invoked was Section 21(2)(m). The Rent Authority, upon consideration of the pleadings and evidence, had not found the alleged requirement to have been established. According to learned counsel, the learned Tribunal reversed that finding without demonstrating any perversity, misreading

of evidence or other jurisdictional error in the order of the Rent Authority. It is further pointed out that the alleged requirement was not disclosed in the notice dated 19.03.2024 in the manner in which it was subsequently sought to be relied upon before the authorities. The finding recorded by the Tribunal is, therefore, assailed as being founded upon an enlargement both of the pleaded case and of the statutory ground invoked for eviction.

27. Learned counsel submits that the learned Tribunal also erred in interfering with the findings recorded by the Rent Authority on the other grounds of eviction. It is contended that the Rent Authority had found that the allegations of material alteration and default in payment of rent had not been established and that these grounds were not pressed by the respondent-landlord before the Tribunal. In any event, learned counsel submits that the petitioner had consistently maintained that rent had been paid up to 31.10.2023; that thereafter the landlord refused to accept the rent; and that money orders were sent towards payment of rent but were refused, followed by proceedings under Section 14(1) of the Act of 2021 for deposit of rent. It is, therefore, submitted that no finding of wilful default could validly have been sustained against the petitioner.

28. Learned counsel accordingly submits that the judgment and order dated 13.05.2026 passed by the learned Rent Tribunal is contrary to the statutory scheme and the material available on record and is liable to be set aside.

29. Learned counsel has also sought to distinguish the authorities relied upon on behalf of the respondents and the State. It is submitted that those decisions were rendered in the context of differently worded provisions contained in the respective rent-control enactments and, therefore, cannot be relied upon to enlarge or expand the express language employed in Section 21(2)(m) of the Act of 2021. Learned counsel further submits that the decisions relied upon by the respondents are also required to be understood with reference to the statutory provisions which fell for consideration therein.

30. According to learned counsel, the question whether the requirement of a son or any other family member can, in a given case, be treated as the requirement of the landlord has to be determined primarily with reference to the language, scheme and legislative framework of the Act of 2021 itself. It is submitted that principles evolved in the context of materially different statutory provisions cannot be imported so as to enlarge the scope of the express language employed by the Legislature in Section 21(2)(m) of the Act of 2021.

Submissions on behalf of the Respondents appearing in ‘Matters under Article 227 No. 7645 of 2026’

31. Learned counsel appearing for the respondents submits that the challenge raised by the petitioner proceeds upon an unduly narrow construction of the expression “requirement of the landlord” occurring in Section 21(2)(m) of the Act of 2021. It is contended that the fact that the premises are required for the business or office of the landlord’s son does not, by itself, take the case outside the ambit of the landlord’s requirement.

32. Learned counsel places reliance upon the judgment of the Supreme Court in **Joginder Pal**, wherein, in the context of a somewhat similar provision under the East Punjab Urban Rent Restriction (Amendment) Act, 1956, the expression “for his own use” was held to require a wide, liberal and practical construction and was not confined to actual physical occupation by the landlord himself. It is submitted that the Supreme Court recognised that, in appropriate circumstances, the requirement of a member of the landlord’s family may constitute the landlord’s own requirement, depending upon the relationship, dependence, surrounding circumstances and genuineness of the claim.

33. Learned counsel submits that **Joginder Pal** does not lay down a rule that eviction may be ordered merely because the person proposed to use the premises happens to be a family member of the landlord. Rather, according to learned counsel, the decision lays down the principles by which it is to be determined whether, in substance, the requirement pleaded is the requirement of the landlord. It is submitted

that those principles stand satisfied in the present case, as the premises are sought for the legitimate occupation and establishment of the landlord's son and the competent authority has found the requirement to be genuine. The learned Tribunal, therefore, committed no error in treating the requirement of the son as falling within the statutory requirement of the landlord.

34. Learned counsel further submits that the petitioner cannot insist upon a narrow or purely literal construction of the expression employed in Section 21(2)(m). The provision, according to learned counsel, has to be construed in a practical manner having regard to the realities of life and the relationship between a landlord and members of his family. The question, it is submitted, is not merely who would physically occupy the premises but whether the requirement pleaded is, in substance, attributable to and forms part of the landlord's own requirement.

35. It is further submitted that the findings recorded by the learned Rent Tribunal are based upon an appreciation of the material available on record and do not suffer from perversity, patent illegality or jurisdictional error warranting interference under Article 227 of the Constitution of India. According to learned counsel, the petitioner is, in substance, seeking a re-appreciation of the evidence and substitution of the view taken by the Tribunal with another possible view. Such an exercise, it is submitted, falls outside the limited scope of supervisory jurisdiction under Article 227.

36. Learned counsel also submits that the alleged availability of other shops or the respondent-landlord's other business interests does not, by itself, defeat the claim of requirement. The relevant question, according to learned counsel, is whether the particular premises sought to be vacated are genuinely required for the purpose pleaded. Mere ownership of other properties cannot be treated as conclusive against the landlord unless it is established that such alternative accommodation is suitable and reasonably available for the intended purpose.

37. With regard to comparative hardship and the alleged default in payment of rent, learned counsel submits that the petitioner cannot avoid eviction merely by asserting that the disputed premises constitute his sole source of livelihood. These matters, according to learned counsel, are required to be determined on the basis of the evidence adduced before the competent authority. It is submitted that the conclusions reached by the Rent Tribunal with regard to the conduct of the parties and payment of rent do not warrant interference merely because another view of the material may also be possible.

38. Learned counsel accordingly submits that the petition is devoid of merit and that no jurisdictional or other infirmity has been demonstrated in the judgment of the learned Rent Tribunal warranting interference by this Court in exercise of its supervisory jurisdiction under Article 227 of the Constitution of India. The petition is, therefore, liable to be dismissed.

Submissions on behalf of the State

39. Learned Additional Advocate General appearing for the State submits that the controversy in the present petitions principally concerns the interpretation of Section 21(2)(m) of the Act of 2021, and in particular, whether the requirement contemplated under the said provision must necessarily be confined to the landlord's own physical occupation or may also extend to the occupation of a member of his family, such as his son. It is submitted that the provision has to be construed in the context of the scheme and legislative policy of the Act of 2021 and cannot be interpreted by importing restrictions or conditions contained in the earlier rent-control regime.

40. It is submitted that the Act of 2021 consciously marks a departure from the scheme of the Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972. Section 21(2)(m) does not employ the expression '*bona fide*', and the requirement of comparative hardship, which formed an important part of the earlier statutory regime, has also not been incorporated in the new enactment. Reliance is placed upon the judgment of this Court in **Shyam Pal**, to

contend that the statutory scheme under the Act of 2021 cannot be subjected to tests evolved under the repealed enactment. According to learned Additional Advocate General, the provision must, therefore, be given effect in accordance with its own language, structure and legislative scheme.

41. Learned Additional Advocate General further submits that, while interpreting a State legislation originally enacted in Hindi, the Hindi version assumes significance where any divergence arises between the original text and its official English translation. Reliance is placed upon the Full Bench decision of this Court in **Ram Surat Mishra v. State of U.P. and others**.⁹ According to the submission, a reading of the original Hindi text of Section 21(2)(m) indicates that the provision is capable of being divided into two distinct parts: the first dealing with the requirement of the landlord in respect of the premises in their existing form, and the second dealing with cases where demolition and new construction are contemplated, in which event the requirement of occupation by the landlord is specifically attracted.

42. It is submitted that the same legislative intention is also discernible from the punctuation and structure of the English version of Section 21(2)(m). Learned Additional Advocate General points out that the English translations contained in the Ordinances dated 09.01.2021 and 09.04.2021 did not contain a comma after the words “either in its existing form”, whereas the provision as finally enacted by the Legislature contains a comma at that place, followed by the disjunctive “or”. According to the submission, the Legislature, thus, consciously separated the two contingencies contemplated by the clause. The requirement of occupation by the landlord, it is contended, attaches to the latter contingency concerning demolition and new construction and cannot be read into the first limb, which deals with the requirement of the premises in their existing form.

43. Learned Additional Advocate General submits that the word “or” occurring in the provision must be given its ordinary disjunctive

9 2013 (6) ADJ 503 (FB) (LB)

meaning and cannot be rendered otiose. In support of this submission, reliance is placed upon the judgment of this Court in **Bajrangi v. State of U.P. and 2 Other**¹⁰. It is contended that the expression relating to occupation by the landlord cannot be transposed from the second limb of the provision to the first limb, as such a construction would disregard the grammatical and structural distinction deliberately maintained by the Legislature.

44. Reliance is also placed upon the judgments of the Supreme Court in **Dr. M.K. Salpekar v. Sunil Kumar Shamsunder Chaudhari**¹¹, and **Sama Alana Abdulla v. State of Gujarat**¹², to submit that punctuation, including the placement of a comma, may legitimately assist in ascertaining the structure and meaning of a statutory provision where the grammatical construction so warrants. It is urged that the punctuation introduced in the enacted version of Section 21(2)(m), read with the disjunctive “or”, supports the interpretation that the requirement of occupation by the landlord is confined to the second contingency involving demolition and fresh construction.

45. Learned Additional Advocate General submits that the distinction between “requirement of the landlord” and “occupation by the landlord” is material. In the first limb of Section 21(2)(m), what is required to be established is the requirement of the landlord in respect of the premises, whereas the specific condition of occupation by the landlord has separately been attached to the second limb. Such a construction, according to the submission, also serves a rational legislative purpose, since the requirement of the landlord in respect of the premises in their existing form may arise in circumstances where the premises are intended to be put to use by a member of the landlord’s family.

46. On the question whether the requirement of the landlord may include the requirement of his son, learned Additional Advocate General submits that expressions such as “own use” or “requirement of

¹⁰ 2023:AHC:102801

¹¹ (1988) 4 SCC 21

¹² (1996) 1 SCC 427

the landlord” occurring in rent-control statutes have consistently received a liberal and practical interpretation. Reliance is placed upon **Nanalal Goverdhanial and Co. and others v. Samratbai Lilachand Shah**¹³, wherein it was observed that the requirement of a landlord may include a requirement by the landlord for someone else, but not the requirement by someone else. It is accordingly urged that a requirement arising from the landlord’s family, particularly where the premises are sought for establishing the business of his son, may legitimately constitute the landlord’s requirement.

47. Learned Additional Advocate General submits that the aforesaid interpretation also finds support in the recent decisions of this Court in **Varsha Agrawal vs. Rent Tribunal/ A.D.S.J./ Special Judge Special Court No 4 (P.C Act) And 2 Others**¹⁴ and **Shafikurrman vs. Special Judge , P.C. Act IV , Lucknow And 4 Others**¹⁵, wherein the requirement of a landlord to establish the business of his son was recognised as falling within the scope of the requirement contemplated under Section 21(2)(m) of the Act of 2021. It is, therefore, contended that the construction advanced by the petitioner, namely, that the statutory provision is confined to the landlord’s personal occupation alone, would result in an unduly restrictive interpretation of the enactment and would not accord with either its language or its legislative purpose.

48. It is accordingly submitted that the Rent Authority and the Rent Tribunal have committed no jurisdictional error in taking into consideration the requirement of the landlord’s son while examining the case under Section 21(2)(m). According to learned Additional Advocate General, the interpretation adopted by the authorities is consistent with the structure of the provision, the legislative departure embodied in the Act of 2021, and the judicial principles governing the construction of expressions relating to the landlord’s own use or requirement. The challenge raised by the petitioner, it is submitted, therefore discloses no ground warranting interference in exercise of the

13 1980 Mh. L.J. 867

14 2025:AHC-LKO:11981

15 2025:AHC-LKO:18381

supervisory jurisdiction of this Court under Article 227 of the Constitution of India.

Issue for Consideration

49. Whether, on a proper interpretation of Section 21(2)(m) of the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021, the expression “requirement of the landlord” occurring in the provision is confined to a requirement for the landlord’s own occupation and use of the premises, or whether it may, having regard to the language, structure and legislative scheme of the provision, include a requirement arising from the proposed occupation, establishment or business of a member of the landlord’s family, and, in that context, what is the significance of the distinct expression “occupation by landlord” occurring in the latter part of the said provision.

Discussion

I. Interpretation of Section 21(2)(m): Punctuation and Grammatical Structure

50. In order to appreciate the rival submissions concerning the scope and meaning of Section 21(2)(m) of the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021, it would be appropriate, at the outset, to notice the legislative history of the enactment. The statutory regime under consideration was preceded by the Uttar Pradesh Regulation of Urban Premises Tenancy Ordinance, 2021, promulgated on 09.01.2021. The long title of the Ordinance records the legislative purpose in the following terms:

“परिसरों की किरायेदारी को विनियमित करने और भू-स्वामियों तथा किरायेदारों के हितों का संरक्षण करने हेतु किराया प्राधिकरण तथा किराया अधिकरणों की स्थापना करने और उससे सम्बंधित या आनुषंगिक विवादों या मामलों का समाधान करने हेतु त्वरित न्यायनिर्णयन क्रियाविधि का उपबन्ध करने के लिए”

The corresponding official English translation published in the Gazette reads:

“to establish Rent Authority and Rent Tribunals to regulate renting of premises and to protect the interests of landlords and tenants and to provide

speedy adjudication mechanism for resolution of disputes and matters connected therewith or incidental thereto.”

The legislation was thus conceived as a new statutory framework for regulating tenancies, protecting the interests of landlords and tenants, and providing a specialised and expeditious mechanism for adjudication of tenancy disputes.

51. The Statement of Objects and Reasons accompanying the legislation is also of significance. It records that the Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 had given rise to difficulties in the settlement of disputes between landlords and tenants, that a large number of tenancy disputes were pending before the Courts and that owners of buildings were not receiving proper rent for their properties. It further records that, having regard to the directions of the Supreme Court, the Draft Model Tenancy Act prepared by the Government of India and the recommendations of the Uttar Pradesh State Law Commission, it was decided to repeal the 1972 Act and replace it with a new law. The Statement of Objects and Reasons thereafter records that the first Ordinance was promulgated on 09.01.2021, that it lapsed on 31.03.2021 and that, in order to continue the new tenancy regime, the Uttar Pradesh Regulation of Urban Premises Tenancy (Second) Ordinance, 2021 was promulgated on 09.04.2021. The Bill was thereafter introduced to replace the Second Ordinance.

52. The legislative history thus discloses continuity in the statutory scheme from the first Ordinance to the Second Ordinance and thereafter to the Act of 2021. The Second Ordinance was intended to continue the new tenancy regime pending enactment of the replacing legislation. This continuity assumes relevance while examining whether any textual distinction between the Ordinance and the finally enacted provision discloses a conscious legislative change.

53. It would, therefore, be appropriate to notice the relevant provision in the form in which it appeared in the first Ordinance, as

contained in the official English translation published in the Gazette. Section 21(2)(m), as extracted from the Ordinance, reads:

“that the premises is required by land lord either in its existing form or after demolition and new construction thereof for the purpose of its occupation by landlord”

54. It is noticeable that, in this version, there is no comma after the words “either in its existing form”. The structure of the provision consequently presents the words “for the purpose of its occupation by landlord” without the punctuation which subsequently appears in the enacted English version. The position in the Act of 2021 is somewhat different. The English text of Section 21(2)(m), as finally enacted, reads:

“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.”

55. The difference is apparently slight, but its grammatical significance requires consideration. The enacted provision places a comma immediately after the words “either in its existing form”, followed by the disjunctive conjunction “or”. The Hindi text of the provision, as published with the Act, also deserves notice. The relevant portion reads:

“(ड) यह कि उक्त परिसर, भूस्वामी द्वारा या तो अपने विद्यमान रूप में या भूस्वामी द्वारा अपने अधिभोग के प्रयोजनार्थ उसके विध्वंस और नये निर्माण के पश्चात् अपेक्षित है।”

56. A comparison of the two versions shows that the basic two-fold arrangement namely, premises required in their existing form, or premises required after demolition and new construction was present from the Ordinance stage itself. What requires examination is whether the words relating to occupation by the landlord qualify both alternatives or whether, on a proper grammatical and structural reading of the enacted provision, they are attached only to the second alternative.

57. The insertion of the comma, therefore, assumes some significance. The question, however, is not whether punctuation, by itself, can create a statutory meaning which the words otherwise cannot bear. Punctuation is only a subordinate aid to construction. The real question is whether the punctuation introduced in the enacted English text, read with the use of the disjunctive “or”, assists in determining whether the words appearing thereafter qualify only the second alternative or both alternatives.

58. The submission of the learned Additional Advocate General is that the clause may grammatically be understood as containing two distinct contingencies. The first is where the premises are required by the landlord “in its existing form”; the second is where the premises are required “after demolition and new construction thereof for the purpose of its occupation by landlord”. On this construction, the requirement of occupation by the landlord is specifically associated with the second contingency and is not necessarily imported into the first. The punctuation appearing in the enacted English text, according to the State, reinforces this separation.

59. The submission derives contextual support from the fact that the expression “or” is inherently disjunctive. Where two alternatives are placed on either side of a disjunctive conjunction, ordinarily each alternative is intended to retain an independent meaning unless the context requires otherwise. The construction suggested by the State seeks to preserve such distinction by treating the requirement of the premises in their existing form and the requirement following demolition and reconstruction as separate statutory situations, rather than making the words relating to occupation necessarily common to both limbs.

60. The decisions of the Supreme Court in **Dr. M.K. Salpekar** and **Sama Alana Abdulla** recognise that punctuation may be taken into consideration in construing a statutory provision. The principle is relevant here only as an aid to construction. Punctuation must,

therefore, be considered in the context of the words employed, their syntax, the Hindi text and the legislative scheme of the provision.

61. Equally relevant is the principle governing an enactment of a State Legislature originally enacted in Hindi. In **Ram Surat Mishra**, this Court considered the significance of the original Hindi text where a divergence arises between the enacted text and its official English translation. The Hindi text must, therefore, receive due consideration while resolving any ambiguity that may arise from the English version, particularly where the controversy itself concerns the grammatical relationship between different parts of the translated provision.

62. On a comparison of the legislative materials placed before the Court, it is apparent that they do not disclose any alteration in the basic subject-matter of clause (m) between the Ordinance and the Act. In both versions, the premises are contemplated as being required either in their existing form or after demolition and new construction. The material textual difference relied upon by the State lies principally in the punctuation employed in the final English version.

63. The comma cannot, by itself, be treated as conclusively determining legislative intent. Nevertheless, its introduction by the Legislature immediately after the words “either in its existing form”, followed by the disjunctive “or”, is a circumstance which may legitimately be considered together with the syntax and structure of the provision. The Court must, therefore, examine whether the words appearing thereafter are syntactically connected only with the second alternative or are intended to qualify the entire preceding expression.

64. There is, however, an important qualification. The two expressions on either side of the disjunctive are not, in themselves, two independent substantive grounds of eviction. They describe two alternative forms in which the premises may be required. The statutory foundation remains the requirement of the premises by the landlord. The words “in its existing form” and “after demolition and new

construction thereof” indicate the condition in which the premises are sought to be recovered.

65. The question, therefore, is not simply whether the words “for the purpose of its occupation by landlord” can be read with the second alternative. They plainly can. The more difficult question is whether those words are intended to qualify the entire preceding expression, namely, premises required “either in its existing form, or after demolition and new construction thereof”, or whether, by reason of their position in the sentence, they are confined to the second alternative.

66. If the latter construction is adopted, the provision would contemplate two distinct situations: first, where the premises are required by the landlord in their existing form; and secondly, where the premises are required after demolition and new construction for the purpose of occupation by the landlord. Such a construction gives independent operation to both alternatives and does not require the words relating to occupation by the landlord to be read backwards so as to qualify the first limb.

67. If, on the other hand, the words “for the purpose of its occupation by landlord” are treated as governing both alternatives, the provision would mean that the premises, whether required in their existing form or after demolition and new construction, must in either case be required for the landlord’s occupation. On this construction, the comma merely separates the two alternative forms in which the premises may be required and does not alter the substantive reach of the words occurring at the end of the clause.

68. The latter construction has a textual consideration in its favour. The principal subject of the provision is the requirement of the premises by the landlord, and the words “for the purpose of its occupation by landlord” may naturally be understood as stating the purpose for which the premises are required. The mere placement of

the qualifying words at the end of the sentence may not, by itself, be sufficient to detach them from the first alternative.

69. The former construction, however, derives support from the ordinary grammatical principle that a qualifying expression placed after a series of alternatives may, depending upon its syntactical arrangement, attach to the immediately preceding alternative. The use of the comma before “or” in the enacted English version reinforces the visual and grammatical separation between the two contingencies. This consideration cannot be ignored, although it cannot be treated as decisive.

70. The principle is sometimes described as the ‘**Rule of the Last Antecedent**’. It proceeds on the ordinary grammatical assumption that a qualifying or relative phrase ordinarily refers to the words or phrase immediately preceding it, unless the context or structure of the provision indicates that the qualification was intended to extend to words occurring earlier in the sentence. The principle is thus a guide to determining the syntactical reach of a qualifying expression and is not an inflexible rule of statutory construction.

71. The principle under consideration is also recognized in standard works on statutory interpretation. **Sutherland’s Statutes and Statutory Construction** states the rule that “referential and qualifying words and phrases, where no contrary intention appears, refer solely to the last antecedent.” A similar syntactic preference is expressed by **Antonin Scalia and Bryan A. Garner in Reading Law: The Interpretation of Legal Texts** through the **nearest-reasonable-referent canon**, according to which, where the syntax does not involve a parallel series of nouns or verbs, a prepositive or postpositive modifier ordinarily applies only to the nearest reasonable referent. **Justice G.P. Singh, in Principles of Statutory Interpretation**, likewise recognises the principle through the maxim *ad proximum antecedens fiat relatio nisi impediatur sententia*, namely, that a qualifying or relative word or phrase ordinarily refers to its proximate or immediately preceding

antecedent, unless such construction is displaced by the context or subject-matter of the enactment.

72. The significance of punctuation in statutory construction has also received consideration in comparative jurisprudence. In **O'Connor v. Oakhurst Dairy**¹⁶, the United States Court of Appeals for the First Circuit considered the effect of the absence of a serial comma in a statutory enumeration and examined the punctuation together with the grammatical structure, drafting conventions and context of the provision. The decision illustrates that punctuation may become relevant where its presence or absence bears upon the syntactical relationship between the words or expressions used in a statutory provision. The relevance of punctuation, however, arises from its relationship with the grammatical structure of the provision and not from punctuation considered in isolation.

73. The same principle finds recognition in judicial decisions. In **Barnhart v. Thomas**¹⁷, the Supreme Court of the United States observed that, ordinarily, a limiting clause or phrase should be read as modifying only the noun or phrase that it immediately follows. The Supreme Court of India has also applied the principle in determining the syntactical reach of statutory expressions. In **Surendra Narain Singh v. State of Bihar**¹⁸, the Court considered the grammatical relationship between the qualifying expression and the words preceding it. Likewise, in **Mohd. Shabir v. State of Maharashtra**¹⁹, while construing Section 27 of the Drugs and Cosmetics Act, 1940, the Court examined the arrangement of the words “manufactures for sale, sells, stocks or exhibits for sale, or distributes” and considered the punctuation and grammatical structure in determining the expression to which the words “for sale” related.

74. The ‘Rule of the Last Antecedent’, however, cannot be applied mechanically. Where the context, subject-matter or structure of the

¹⁶ 851 F.3d 69 (1st Cir. 2017)

¹⁷ 540 U.S. 20 (2003)

¹⁸ (1998) 5 SCC 246

¹⁹ (1979) 1 SCC 568

enactment indicates that a qualifying expression was intended to govern more than the immediately preceding words, the grammatical presumption must yield to that wider construction. Conversely, where the provision contains a parallel series of alternatives and the qualifying expression is placed so as naturally to attach to only one of them, its grammatical position may provide a significant indication of the legislative arrangement.

75. Section 21(2)(m) assumes significance in this context because the expression “for the purpose of its occupation by landlord” occurs at the end of a clause containing two alternatives, namely, that the premises are required “either in its existing form, or after demolition and new construction thereof”. On a strict application of the Rule of the Last Antecedent, the qualifying expression occurring at the end of the clause would ordinarily be understood as referring to the immediately preceding contingency, namely, the requirement of the premises after demolition and new construction. This grammatical inference is consistent with the structure of the enacted English provision.

76. The inference, however, cannot be regarded as conclusive. The punctuation, the use of the disjunctive “or”, the corresponding Hindi text, the legislative history and the overall structure and purpose of the provision must all be considered before determining the intended reach of the qualifying expression. The rule is an aid to construction and cannot displace the language and scheme of the enactment.

77. The same caution is reflected in **Bell ExpressVu Limited Partnership v. Rex**²⁰ where the Supreme Court of Canada reiterated that statutory words must be read in their grammatical and ordinary sense and in harmony with the entire context, scheme and object of the enactment. A particular feature of punctuation or syntax cannot, therefore, be examined in isolation from the provision as a whole.

20 2002 SCC OnLine Can SC 42

78. Reference may also be made, with appropriate caution, to the historical English decision in **Rex v. Casement**²¹. The decision concerned the interpretation and territorial application of the Treason Act of 1351 and involved consideration of the grammatical arrangement of statutory language. The decision is popularly associated with the expression that Casement was “hanged by a comma”. The expression should not, however, be understood as suggesting that punctuation by itself determines legislative meaning. Its relevance lies in illustrating that punctuation and grammatical arrangement may, in an appropriate case, form part of the textual material available to a Court in construing statutory language.

79. The position in Indian law is consistent with this approach, subject to the important qualification that punctuation remains a subordinate aid to construction. In **Aswini Kumar Ghose v. Arabinda Bose**²², the Supreme Court, after referring to **Stephenson v. Taylor**²³ and **Crawford on Statutory Construction**²⁴, observed:

“Punctuation is after all a minor element in the construction of a statute, and very little attention is paid to it by English courts... When a statute is carefully punctuated and there is doubt as to its meaning, a weight should undoubtedly be given to the punctuation... Punctuation may have its uses in some cases, but it cannot certainly be regarded as a controlling element and cannot be allowed to control the plain meaning of a text.”

80. The decisions in **Dr. M.K. Salpekar** and **Sama Alana Abdulla** similarly recognise that punctuation and grammatical arrangement may be taken into consideration in construing statutory language. The principle emerging from these authorities is not that punctuation controls interpretation, but that it may assist the Court in ascertaining the grammatical relationship between the words employed where the construction of the provision so requires.

81. The present case falls within that limited area in which punctuation has some relevance. The question is not whether the

21 [1917] 1 K.B. 98

22 AIR 1952 SC 369

23 (1861) 1 B & S 101

24 Crawford on Statutory Construction, p. 383

comma introduced in the enacted English version can, by itself, create a meaning which the words of the provision otherwise do not bear. It plainly cannot. The question is whether the comma occurring immediately after the words “either in its existing form”, followed by the disjunctive conjunction “or”, lends support to the grammatical understanding that the two contingencies contemplated by Section 21(2)(m) are distinct. That question must necessarily be considered together with the syntax of the complete clause, the corresponding Hindi text, the legislative history and the structure and purpose of the enactment.

82. One further aspect of the statutory scheme is relevant. Section 21(2)(m) permits recovery where the premises are required either “in its existing form” or “after demolition and new construction thereof”. The legislature has thus contemplated not merely immediate use of the premises in their existing condition but also recovery of possession for a future use following demolition and reconstruction. The focus of the provision is consequently upon the requirement of the premises and the purpose for which possession is sought. The words relating to occupation must accordingly be construed in that statutory context.

83. The legislative history further shows that the Act of 2021 was enacted as a new statutory framework in place of the earlier rent-control regime. The omission, in Section 21(2)(m), of the expression “*bona fide*”, as well as the absence of the earlier statutory formulation concerning comparative hardship, is material. As noticed by this Court in **Shyam Pal**, the provisions of the Act of 2021 have to be examined according to their own statutory scheme, and the conditions forming part of the repealed statutory regime cannot be mechanically imported into the new enactment.

84. The legislative history, therefore, supports the proposition that the interpretation of Section 21(2)(m) must primarily be derived from the language and structure of the new enactment. At the same time, it does not follow that the punctuation in the English version

conclusively determines the meaning of the provision. Nor can the Court, merely because the statute represents a new legislative scheme, disregard the ordinary grammatical significance of the expressions employed.

85. The question emerging from this part of the discussion is accordingly a limited one. The punctuation, syntax and legislative history provide some support to the submission that the words “for the purpose of its occupation by landlord” may be grammatically attached to the second contingency concerning demolition and new construction. Whether that is the correct substantive construction of the provision, however, cannot be answered by punctuation or grammar alone. It requires examination of the judicial understanding of expressions such as “own use”, “own occupation” and “requirement of the landlord”, particularly where the premises are intended to be used by a member of the landlord’s family.

II. Judicial Interpretation of “Own Use” and “Occupation”

86. Having examined the legislative history, the language and grammatical structure of Section 21(2)(m), and the principles governing punctuation as an aid to construction, it is now necessary to consider the authorities relied upon by learned counsel for the parties. The principal authorities relied upon by the respondents are **Joginder Pal v. Naval Kishore Behal**, **Kailash Chand v. Dharam Dass**, **Ajit Singh v. Jit Ram**, **Dwarkaprasad v. Niranjana**, **Mehmooda Gulshan v. Javaid Hussain Mungloo and Murlidhar Aggarwal v. Mahendra Pratap Kakan**. The petitioner, on the other hand, submits that Section 21(2)(m) must be construed with reference to the language actually employed by the Legislature in the Act of 2021. The authorities, therefore, have to be examined not merely by reference to factual similarity, but with due regard to the statutory expressions which fell for consideration in those cases.

87. The starting point is **Joginder Pal**. While considering the expression “for his own use”, the Supreme Court expressly rejected a

narrow construction which would require the landlord himself to physically occupy the premises. After considering earlier authorities arising under different rent-control enactments, the Court held that the expression was required to receive a wide, liberal and practical meaning. The Court further held that the requirement of a member of the landlord's family, or of a person dependent upon the landlord or upon whom the landlord is dependent, could, in appropriate circumstances, constitute the requirement of the landlord. The relevant portion is extracted below:

“33. Our conclusions are crystallised as under:

(i) The words “for his own use” as occurring in Section 13(3)(a)(ii) of the East Punjab Urban Rent Restriction Act, 1949 must receive a wide, liberal and useful meaning rather than a strict or narrow construction.

(ii) The expression — landlord requires for “his own use”, is not confined in its meaning to actual physical user by the landlord personally. The requirement not only of the landlord himself but also of the normal “emanations” of the landlord is included therein. All the cases and circumstances in which actual physical occupation or user by someone else, would amount to occupation or user by the landlord himself, cannot be exhaustively enumerated. It will depend on a variety of factors such as interrelationship and interdependence — economic or otherwise, between the landlord and such person in the background of social, socio-religious and local customs and obligations of the society or region to which they belong.

(iii) The tests to be applied are: (i) whether the requirement pleaded and proved may properly be regarded as the landlord's own requirement; and, (ii) whether on the facts and in the circumstances of a given case, actual occupation and user by a person other than the landlord would be deemed by the landlord as “his own” occupation or user. The answer would, in its turn, depend on (i) the nature and degree of relationship and/or dependence between the landlord pleading the requirement as “his own” and the person who would actually use the premises; (ii) the circumstances in which the claim arises and is put forward; and (iii) the intrinsic tenability of the claim. The court on being satisfied of the reasonability and genuineness of claim, as distinguished from a mere ruse to get rid of the tenant, will uphold the landlord's claim.

(iv) While casting its judicial verdict, the court shall adopt a practical and meaningful approach guided by the realities of life.

(v) In the present case, the requirement of the landlord of the suit premises for user as office of his chartered accountant son is the requirement of landlord “for his own use” within the meaning of Section 13(3)(a)(ii).”

88. The reasoning in **Joginder Pal** is of particular relevance because the Supreme Court did not rest its conclusion merely upon the existence of a family relationship. It formulated a structured approach. Where actual use of the premises is intended by a person other than the landlord, the Court is required to examine whether the requirement pleaded and proved can properly be regarded as the landlord's own requirement and whether, having regard to the relationship, dependence and surrounding circumstances, the proposed use by such person can reasonably be regarded as the landlord's own use. On the facts before it, the Supreme Court found that the premises were required for the office of the landlord's son, who was a chartered accountant, and held that such requirement fell within the expression “for his own use”.

89. The principle emerging from **Joginder Pal** is thus broader than a rule that the requirement of a son automatically constitutes the requirement of the landlord. The decision proceeds upon a combination of circumstances, including the nature of the relationship, the purpose for which the premises are required, the genuineness and reasonableness of the requirement, and the nexus between the landlord and the person for whose use the premises are sought. The Court was concerned with giving the statutory expression a practical meaning while ensuring that the statutory ground was not converted into a mere device for obtaining possession.

90. The approach adopted in **Joginder Pal** was subsequently applied by the Supreme Court in **Kailash Chand**. While interpreting the expression “his own occupation”, the Court held that the expression could not be assigned a narrow meaning and did not necessarily signify occupation by the landlord alone and as an individual. Relying upon

Joginder Pal and **Dwarkaprasad**, the Court recognised that, in appropriate circumstances, the requirement of members of the landlord's family or persons dependent upon him may amount to the landlord's own requirement.

91. The significance of **Kailash Chand** lies in its recognition that the concept of “own occupation” in rent legislation is not necessarily exhausted by the physical presence of the landlord. The Court adopted a practical construction having regard to the social and familial circumstances in which a landlord's requirement may arise. The decision, however, does not dispense with the necessity of examining the language and scheme of the particular enactment in which the expression occurs.

92. In **Dwarkaprasad**, which was noticed both in **Kailash Chand** and **Murlidhar Aggarwal**, the requirement of premises for settling the landlord's son and younger brothers in business was considered in the context of the statutory expression relating to the landlord's own occupation or use. The decision reflects the same practical approach: the expression cannot be interpreted in isolation from the familial and social setting in which the requirement is asserted.

93. The principle was carried forward in **Ajit Singh**. The Supreme Court, referring expressly to **Joginder Pal**, held that the requirement of non-residential premises by the landlord's son for his use could fall within the expression “for his own use” occurring in the statute under consideration. The decision consequently considered the statutory requirements applicable to the landlord's own use in the context of a shop required for the business of his son.

94. It is important, however, to notice what **Ajit Singh** does and does not decide. It affirms that, where the governing statute employs the expression “for his own use”, that expression may extend to the use of non-residential premises by the landlord's son. It does not lay down that every statutory reference to “occupation by landlord” must necessarily receive an identical meaning irrespective of the language,

context and structure of the enactment. The authority is, therefore, relevant for the interpretative principle which it applies, but the precise language of Section 21(2)(m) remains to be examined independently.

95. The same principle finds reaffirmation in **Mehmooda Gulshan**, where the Supreme Court considered the requirement of the landlord's son to establish himself in business. The decision illustrates that the requirement of a son may, in an appropriate statutory setting and upon the facts established before the Court, be regarded as the requirement of the landlord. The judgment thus lends support to the broader proposition that a landlord's requirement cannot, in every case, be confined to his own immediate physical use of the premises.

96. More recently, in **Murlidhar Aggarwal**, the Supreme Court reiterated that the requirement for occupation of the landlord is to be liberally construed and that the requirement of family members may also be covered. Referring to **Joginder Pal** and **Dwarkaprasad**, the Court reaffirmed the underlying principle that an expression concerning the landlord's own occupation is not necessarily to be given an unduly restricted or artificial meaning.

97. The cumulative effect of these authorities is that the jurisprudence of the Supreme Court does recognise, in appropriate circumstances, a distinction between personal physical occupation by the landlord and occupation or use which, though actually undertaken by a family member, may in substance constitute the landlord's own requirement. Such conclusion, however, does not follow from the relationship alone. The authorities indicate the relevance of the nature of the requirement, the relationship between the parties, the circumstances of dependence or obligation, the genuineness of the requirement and, where relevant, the continuing possession or control of the premises by the landlord.

98. The aforesaid authorities, therefore, provide substantial assistance to the submission of the respondents that an expression relating to the landlord's occupation cannot necessarily be reduced to a

requirement of the landlord's personal physical presence. At the same time, these authorities were rendered while interpreting expressions such as “for his own use”, “his own occupation”, or provisions forming part of different rent-control statutes. The question before this Court is not whether those expressions have been liberally construed by the Supreme Court; that proposition admits of little doubt. The question is whether the same principle, without modification, governs the words chosen by the Legislature in Section 21(2)(m) of the Act of 2021.

99. This distinction assumes significance because the Act of 2021 does not merely reproduce the earlier statutory framework. It replaced the regime under U.P. Act No. 13 of 1972 and introduced a distinct statutory scheme. The omission of expressions which formed part of the earlier regime, as well as the particular formulation adopted in Section 21(2)(m), cannot therefore be disregarded while determining the amplitude of the provision. The Court must give effect to the language actually employed by the Legislature and cannot import into it either an expression or a limitation merely because a similar expression under an earlier rent statute received a particular judicial construction.

100. At the same time, the respondents' submission cannot be rejected merely on the ground that the proposed actual user is the landlord's son. **Joginder Pal** itself demonstrates why such a distinction, if made solely on the basis of physical user, may be artificial. The Court must, therefore, determine whether, having regard to the language and structure of Section 21(2)(m), the requirement of the son in the facts of the present cases bears the requisite nexus with the landlord so as to constitute the landlord's requirement within the meaning of the provision.

101. The decision in **Shyam Pal**, relied upon by the respondents, operates in a somewhat different field. The decision emphasises that the provisions of the Act of 2021 have to be examined according to their own statutory scheme and that conditions belonging to the

repealed statutory regime cannot be mechanically imported into the new enactment. That principle equally requires the Court to examine Section 21(2)(m) on its own language. The said decision does not, on the issue presently arising, determine the specific question whether the expression “occupation by landlord” includes the proposed occupation or business use of the landlord's son.

102. The authorities relied upon by the respondents thus cannot be said to be inconsistent with the interpretation sought to be advanced by them. They establish the judicial principle that expressions such as “own use” and “own occupation” are capable of receiving a liberal and practical construction and that, where the requisite nexus exists, the requirement of a son or other close family member may constitute the requirement of the landlord. Whether that principle applies to Section 21(2)(m), however, depends upon the construction of the particular words and structure adopted therein.

103. The petitioner's submission that the words “for the purpose of its occupation by landlord” must be given their ordinary meaning cannot, therefore, be rejected merely because the Supreme Court has adopted a liberal construction of similar expressions under other statutes. Equally, the respondents' submission cannot be rejected merely because the son is the proposed actual user. The Court must avoid both extremes: an interpretation so narrow as to equate “occupation” invariably with physical presence, and an interpretation so expansive as to treat every requirement of a family member as the landlord's requirement without examining the statutory language and the requisite nexus.

104. The authorities thus assist the Court in identifying the limits within which the expression may operate. They indicate that personal physical occupation is not an indispensable condition in every rent-control statute and that the requirement of a family member can, in an appropriate case, constitute the landlord's own requirement. But the ultimate determination under Section 21(2)(m) must still proceed from

the language of that provision, read with its grammatical structure, the two contingencies contemplated therein, the Hindi text, the legislative history and the object and scheme of the Act of 2021.

105. The Court must, therefore, now undertake the final interpretative exercise in relation to Section 21(2)(m). Two questions arise for that purpose. First, whether the words “for the purpose of its occupation by landlord”, having regard to their placement in the clause, the punctuation, the disjunctive alternatives and the corresponding Hindi text, govern both alternatives or are confined to the latter. Secondly, if those words govern the first alternative as well, whether the expression “occupation by landlord” is necessarily confined to the landlord's own physical occupation or may, consistently with the statutory scheme, extend to a requirement which is sought to be fulfilled through the occupation or business use of a member of the landlord's family.

106. These questions have to be answered without importing into the Act of 2021 either the precise statutory language of the repealed 1972 Act or every interpretative limitation developed under that enactment. At the same time, the Court must give due weight to the well recognized principle that statutory expressions concerning a landlord's own use or occupation may, depending upon the language and context of the enactment, receive a practical construction which does not invariably require personal physical occupation. The task, therefore, is to reconcile the language actually employed in Section 21(2)(m) with the principle emerging from the authorities, and thereafter to examine whether the requirement pleaded in the present cases falls within the statutory ground.

Application of Law to the Facts

107. Applying the aforesaid principles, the comma appearing in the finally enacted English version cannot, by itself, be regarded as creating a substantive condition which is otherwise absent from the statute. At the same time, it cannot be treated as wholly meaningless. Its placement immediately after the words “either in its existing form”,

followed by the disjunctive “or”, provides grammatical support for treating the two contingencies separately. The significance of the punctuation, therefore, lies not in creating legislative intention, but in assisting the Court in ascertaining the grammatical relationship between the words employed by the Legislature.

108. The use of the expression “or” is of particular relevance. The first contingency is that the premises are required by the landlord “in its existing form”; the second is that the premises are required “after demolition and new construction thereof for the purpose of its occupation by landlord”. The words expressly referring to occupation by the landlord occur in the latter part of the provision. Read according to its ordinary grammatical arrangement, those words are more naturally referable to the second contingency. To make them necessarily govern the first limb as well would require the Court to extend those words beyond the manner in which they have been structurally placed by the Legislature.

109. This interpretation does not mean that the insertion of the comma in the enacted English version, by itself, brought about a substantive change in the law. The two-fold contingency was present even in the First Ordinance. The significance of the enacted punctuation is, therefore, limited to its role as a textual aid in understanding the relationship between the two alternatives. When read together with the disjunctive “or” and the placement of the words relating to occupation by the landlord, it supports the conclusion that the provision contemplates two separately structured situations.

110. The legislative scheme of the Act of 2021 also warrants consideration. The enactment replaced the earlier rent-control regime under the Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972 and introduced a distinct statutory framework regulating landlord-tenant relations. The interpretation of Section 21(2) (m) must, therefore, principally be derived from the language, structure and scheme of the new enactment. The Court would not be justified in

importing into the provision restrictions which are not expressed therein merely because analogous expressions occurring in the earlier rent-control legislation were subjected to a particular judicial interpretation.

111. This aspect assumes significance because Section 21(2)(m) does not employ the expression “*bona fide* requirement”, nor does it reproduce the earlier statutory formulation concerning comparative hardship or any similar additional requirement. As noticed by this Court in **Shyam Pal**, the statutory inquiry under the Act of 2021 has to be undertaken with reference to the language actually employed by the Legislature. An express statutory requirement cannot be supplied by judicial interpretation merely on the basis of concepts which formed part of the earlier statutory regime.

112. The legislative history and textual structure considered above provide contextual support for the conclusion that the two contingencies contemplated by Section 21(2)(m) are separately structured. The comma appearing in the enacted English version is a supporting circumstance and cannot, by itself, furnish the foundation for such construction. The conclusion instead follows from the combined effect of the two alternatives, the disjunctive “or”, the placement of the words “for the purpose of its occupation by landlord”, and the language and statutory scheme of the provision read as a whole.

113. Having reached this conclusion, a distinct question remains. Even if the words “for the purpose of its occupation by landlord” are treated as grammatically referable to the second contingency concerning demolition and new construction, it remains to be considered whether the expression “required by landlord” occurring in the first contingency necessarily means that the premises must be required for the landlord's own personal physical occupation. This question is conceptually distinct from the punctuation issue and must be answered by reference to the language and scheme of the first limb,

read in the light of the judicial principles governing expressions such as “own use” and “own occupation”.

114. The authorities discussed hereinabove provide guidance on this question, but they do not conclude it merely because some of them concerned the requirement of a landlord’s son. In **Joginder Pal**, the Supreme Court construed the expression “for his own use” broadly and held that it was not confined to the actual physical use of the premises by the landlord personally. At the same time, the Court did not treat the relationship between the landlord and the proposed user as conclusive. It formulated a structured test, namely, whether the requirement pleaded and proved could properly be regarded as the landlord’s own requirement, having regard to the nature and degree of relationship or dependence, the circumstances in which the claim arose, and the genuineness and intrinsic tenability of the claim.

115. The subsequent decisions in **Kailash Chand, Dwarkaprasad, Ajit Singh, Mehmooda Gulshan** and **Murlidhar Aggarwal**, considered hereinabove, reinforce the broader proposition that expressions such as “own use” or “own occupation”, when employed in rent legislation, are not invariably confined to the landlord’s personal physical occupation and may, in an appropriate statutory setting, comprehend a requirement to be fulfilled through a close family member. These authorities, however, were rendered in the context of the particular statutory expressions falling for consideration therein. They do not authorise the Court to disregard the distinct language employed in Section 21(2)(m) of the Act of 2021.

116. The question must, therefore, be answered from the language of the present enactment. The expression employed in the first limb is “required by landlord”. It is not qualified by words such as “for his personal occupation” or “for his own occupation”, nor by any other expression expressly confining the requirement to the landlord’s physical presence or personal use of the premises. This assumes significance when viewed alongside the second limb, where the

Legislature has expressly employed the words “for the purpose of its occupation by landlord”. The difference in the language employed in the two limbs cannot be disregarded.

117. It would, therefore, not be appropriate to read the words “required by landlord” as necessarily synonymous with “required for the landlord's own personal physical occupation”. Such a construction would introduce into the first limb a qualification which the Legislature has not expressed there, while the Legislature has, in the second contingency, expressly used words referring to occupation by the landlord. The Court must ordinarily give meaning to the distinction in the language adopted in the two parts of the provision rather than efface that distinction by importing into the first limb the expression occurring in the latter part.

118. At the same time, the conclusion that personal physical occupation is not an indispensable condition cannot be taken to mean that every requirement of a family member automatically becomes the requirement of the landlord. The safeguard furnished by the authorities, particularly the test articulated in **Joginder Pal**, remains relevant. The Court must ascertain whether the requirement pleaded and proved can properly be regarded as the requirement of the landlord. The relationship between the landlord and the proposed user, the nature and purpose of the proposed use, the circumstances in which the requirement has arisen, the degree of dependence or interrelationship, and the genuineness and intrinsic tenability of the claim are relevant considerations in determining that question.

119. There is thus a material distinction between the identity of the proposed user and the legal character of the requirement. The fact that the premises are intended to be used by the landlord's son does not, by itself, take the requirement outside the expression “required by landlord”. Conversely, the mere fact that the proposed user is the landlord's son does not, by itself, establish that the requirement is legally the requirement of the landlord. What is necessary is a

sufficient and legitimate nexus between the requirement asserted and the landlord's own interest and circumstances, assessed in the factual setting of the case.

120. This construction also gives effect to the distinction between the two limbs of Section 21(2)(m). The first limb concerns premises required by the landlord “in its existing form”, whereas the second concerns premises required “after demolition and new construction thereof for the purpose of its occupation by landlord”. The Legislature has thus expressly qualified the second contingency by reference to occupation by the landlord. There is consequently no warrant to read the same qualifying words into the first contingency as though they were expressly incorporated therein.

121. The principle emerging from **Shyam Pal** is also relevant at this stage. The Court is required to apply the statutory test enacted in the Act of 2021 and cannot enlarge that test by importing the expressions or conditions of the repealed statutory regime. The absence of the expression “*bona fide* requirement”, comparative hardship or any similar condition in Section 21(2)(m) cannot be supplied judicially. Equally, however, the Court is not called upon to disregard the ordinary meaning of “required by landlord” or the requirement that the claim actually asserted must bear a genuine and legitimate nexus with the landlord.

122. The Court, therefore, does not accept either of the two extreme constructions advanced before it. The first, that the words “required by landlord” necessarily mean that the landlord himself must physically occupy the premises, would add a qualification not found in the first limb of the provision. The second, that the requirement of a son or any other family member automatically constitutes the requirement of the landlord, would deprive the expression “by landlord” of its limiting content. The proper construction lies between these two extremes and gives effect both to the statutory language and to the controlled principle of nexus recognised in the authorities.

123. Accordingly, where premises in their existing form are sought for establishing or carrying on the business or occupation of the landlord's son, such requirement cannot be rejected at the threshold merely because the son, rather than the landlord personally, is the proposed user. The relevant question is whether, on the facts and material placed before the competent authority, the requirement can properly be regarded as the landlord's own requirement within the meaning of Section 21(2)(m). In answering that question, the authority must examine the relationship between the parties, the circumstances giving rise to the requirement, the nature and purpose of the proposed use, the genuineness of the claim, and the nexus between the proposed use and the legitimate interest and circumstances of the landlord.

124. The punctuation occurring in the enacted English version has, therefore, a limited but discernible role. It supports the grammatical conclusion that the words “for the purpose of its occupation by landlord” are attached to the second contingency. It does not, however, determine the meaning of “required by landlord” in the first contingency. That expression has to be construed independently, in accordance with its ordinary meaning, the statutory context and the scheme of the Act of 2021, while the principles emerging from the authorities are used to determine whether the requirement asserted can, in the circumstances of the case, properly be regarded as the landlord's own requirement.

125. The legal position may, therefore, be summarised thus: the first and second contingencies contemplated by Section 21(2)(m) are grammatically distinct; the words “for the purpose of its occupation by landlord” are more naturally referable to the second contingency; and the expression “required by landlord” in the first limb does not necessarily mean personal physical occupation by the landlord. The authorities, particularly **Joginder Pal**, establish that actual physical use by the landlord is not invariably indispensable where the governing statutory expression permits a broader construction; they also make clear that a family relationship alone is not conclusive and that the

requirement must bear the requisite nexus with the landlord. Consequently, a genuine requirement intended to establish or carry on the residential or business activities of an immediate family member, including a son, may fall within the first limb where, on the facts, it can properly be regarded as the landlord's requirement. The ultimate determination must, however, be made on the material placed before the competent authority.

Findings and Conclusion

126. The discussion hereinabove leads to the conclusion that Section 21(2)(m) of the Act of 2021 contemplates two separately structured contingencies. The words “for the purpose of its occupation by landlord”, occurring after the expression “either in its existing form, or after demolition and new construction thereof”, are more naturally referable to the latter contingency. The expression “required by landlord” occurring in the first limb cannot, therefore, be read as necessarily requiring the landlord himself to be in physical occupation of the premises. At the same time, the requirement of a family member does not become the requirement of the landlord merely by reason of the relationship. There must be a genuine and legitimate nexus between the requirement asserted and the circumstances and interest of the landlord, assessed in the manner indicated hereinabove.

127. Applying the aforesaid construction to the present cases, the question that remains is whether the requirements pleaded by the respondent-landlords were duly considered by the competent authorities and whether the findings recorded by them suffer from perversity, illegality, jurisdictional error, manifest error of law or any other infirmity warranting interference in exercise of supervisory jurisdiction under Article 227 of the Constitution of India.

128. In Petition under Article 227 No. 7645 of 2026, the respondent-landlord specifically pleaded that the disputed premises were required for the business/office of his son. The Rent Authority, upon consideration of the material placed before it, initially rejected the

eviction application. In appeal, the Rent Tribunal considered the pleadings and material on record and recorded a finding accepting the requirement pleaded by the landlord. Nothing has been shown to demonstrate that the Tribunal proceeded upon an irrelevant consideration, ignored any material circumstance having a direct bearing upon the asserted requirement, or arrived at a conclusion which could not reasonably have been reached on the material before it.

129. In Petition under Article 227 No. 8450 of 2026, the respondent-landlord likewise pleaded that the disputed premises were required for his son, who was unemployed and intended to establish his business therein. The Rent Authority considered the material available on record and accepted the requirement, directing eviction. The Rent Tribunal thereafter examined the matter in appeal and affirmed the finding recorded by the Rent Authority. The petitioner has not been able to demonstrate that the concurrent findings are founded on no evidence, that any material circumstance having a direct bearing upon the requirement was ignored, or that the conclusion reached is one which no reasonable authority, upon the material before it, could have reached.

130. In both matters, the requirement pleaded by the respondent-landlords was not a ground introduced for the first time before this Court. It formed part of the pleadings before the Rent Authority, was considered on the material placed before the competent authorities and was thereafter examined in the respective appellate proceedings. The challenge raised before this Court, insofar as it concerns the genuineness, sufficiency or factual basis of the requirement, essentially invites a re-examination of the factual determination already made by the authorities below. Such re-appreciation of evidence does not ordinarily fall within the scope of supervisory jurisdiction under Article 227. Interference may, however, be warranted where the findings are shown to be perverse, arbitrary, based on no evidence,

founded upon a material misdirection in law, or otherwise vitiated by jurisdictional error.

131. The objections relating to alternative accommodation and other circumstances relied upon by the petitioners also do not warrant a different conclusion. Having regard to the statutory scheme of the Act of 2021 and the interpretation of Section 21(2)(m) discussed above, such considerations cannot be elevated into independent statutory conditions which the landlord must necessarily satisfy in every case when the Legislature has not incorporated them as such. The essential inquiry remains whether the requirement contemplated by Section 21(2)(m), as properly construed, has been established on the material placed before the competent authority. In both cases, that inquiry was undertaken by the authorities below and findings were recorded in favour of the respondent-landlords.

132. This Court is conscious that the supervisory jurisdiction under Article 227 is not an appellate jurisdiction. The Court does not ordinarily substitute its own assessment of the evidence merely because another view may be possible. Interference is warranted where the subordinate authority has acted beyond jurisdiction, failed to exercise jurisdiction vested in it, committed a manifest error of law, or recorded findings which are perverse, arbitrary or unsupported by the material on record. The present cases do not disclose any such infirmity.

133. In Petition under Article 227 No. 7645 of 2026, therefore, the finding that the disputed premises were required for the business/office of the landlord's son cannot be rejected merely on the ground that the proposed user was the son. The requirement was specifically pleaded and was considered first by the Rent Authority and thereafter by the Rent Tribunal, which recorded its finding in favour of the landlord. No perversity, manifest error of law or jurisdictional infirmity has been established in the decision of the Tribunal warranting interference by this Court.

134. Likewise, in Petition under Article 227 No. 8450 of 2026, the requirement pleaded for the unemployed son of the landlord, for the purpose of establishing his business, was considered by both the Rent Authority and the Rent Tribunal. The concurrent findings in favour of the landlord have not been shown to be based on no evidence, to disregard any material circumstance, or to suffer from any error of jurisdiction, manifest error of law or perversity.

135. The findings recorded by the competent authorities in both matters, therefore, cannot be displaced merely because the proposed occupation or business is that of the landlord's son. The statutory requirement under Section 21(2)(m) does not render such a claim inadmissible at the threshold. What is required is that the asserted requirement bear a genuine and legitimate nexus with the landlord's circumstances and interests, and that the finding in that regard be supported by the material placed before the competent authority. On the facts of the present cases, no infirmity warranting interference under Article 227 has been established.

136. The challenge in both petitions, founded on the contention that the premises were sought for the occupation or business of the landlord's son and that such requirement is, for that reason alone, outside the scope of Section 21(2)(m) of the Act of 2021, therefore fails. Petition under Article 227 No. 7645 of 2026 and Petition under Article 227 No. 8450 of 2026 are, accordingly, **dismissed**.

137. At this stage, learned counsel for the petitioners in both the petitions seek an alternative relief for grant of six months' time to vacate the premises in question.

138. Learned counsel appearing for the respondent-landlords in both the petitions, on instructions, submit that they have no objection to the petitioners being granted six months' time to vacate the premises in question.

139. Having regard to the aforesaid facts and circumstances, and in view of the prayer made on behalf of the petitioners, **six months'** time,

as agreed to by learned counsel for the parties, is granted to the petitioners to vacate and hand over peaceful possession of the premises in question to the respective respondent-landlords, subject to the following conditions:

(i) The tenant-petitioners shall file an undertaking before the concerned Rent Authority stating therein that they shall vacate the premises in question and hand over peaceful possession thereof to the respective respondent-landlords on or before **23rd March, 2027**. The tenant-petitioners shall also deposit the entire arrears of rent, after adjustment of the amount, if any, already deposited, within a period of **two weeks** from today.

(ii) The aforesaid undertaking shall be filed before the concerned Rent Authority within a period of **two weeks** from today.

(iii) During the period for which the benefit of extended occupation is granted, the tenant-petitioners shall continue to deposit a sum of **Rs.4,000/- per month**, as agreed to by learned counsel for the parties, towards use and occupation charges, on or before the 7th day of each succeeding month, commencing from October, 2026, until the premises are vacated and peaceful possession thereof is handed over to the respective respondent-landlords.

140. It is made clear that in the event of failure on the part of the tenant-petitioners to comply with any of the aforesaid conditions, the protection granted by this Court shall stand vacated automatically, without any further order of this Court, and it shall be open to the respective respondent-landlords to seek enforcement of the orders of eviction impugned in these petitions, in accordance with law.

141. There shall be no order as to costs.

(Dr. Yogendra Kumar Srivastava,J.)

September 23, 2026

RKK/-