

PETITIONER:
KONDETI SURYANARAYANA AND OTHERS

Vs.

RESPONDENT:
PINNINTHI SESHAGIRI RAO

DATE OF JUDGMENT: 04/11/1999

BENCH:
V.N.Khare, S.N.Phukan

JUDGMENT:

V. N. KHARE, J.:

The tenants are in appeal before us. The building in question consists of two shops, which is owned by the respondent-landlord. The respondent-landlord filed petitions before the Rent Controller for eviction of tenants from the premises on the ground that there were willful defaults in payment of rent and also on the ground that building is reasonably and bonafide required by him for demolition. The said requirement was based on the allegations that a construction on the north-eastern corner of the plot is inauspicious and pundits of Vastu Shastra

advised him to demolish the said shops as they are on the north-eastern corner of the plot. The Rent Controller allowed the application and accorded permission to the landlord to demolish the building without any direction to reconstruct the building as required under sub-clause (b) of sub-section (1) of Section 12 of the A. P. Building (Lease, Rent & Eviction) Control Act, 1960 (hereinafter referred to as the 'Act').

The appeal preferred by the tenar.':- was dismissed and was affirmed by the High Court.

It. is against the said judgment the tenants have come to this Court. Learned counsel, for the appellants urged that the order passed by the courts below is in conflict with the provisions of sub-clause (b) of sub-section (1) and sub-section (2) of Section 12 of the Act and therefore the order deserves to be quashed.

Sub-clause (b) of sub-section (1) and sub-section (2) of Section 12 reads as under.-

"(b) that the building consists of not more than two floors and is reasonably and bona fide required by the landlord for the immediate purpose of demolishing it and such demolition is to be made for the purpose of erecting & new

building on the site of the building sought to be deliver, po-ssession of the building to the landlord before a specified date".

" (2) No order for recovery of possession under this

Section shall be passed unless the landlord gives an undertaking that the building on completion of the repairs, alterations or additions or the new building on its completion will be offered to the tenant, who. delivered possession in pursuance of an order' under sub- section (1), for his occupation before the expiry of such period as may be specified by the Controller in this behalf."

A perusal of the aforesaid provisions show that where a building is reasonably and bona fide required by the landlord for the immediate purpose of demolishing it and such demolition is to be made for the purpose of erecting a new building on the said building, the tenant shall have right of re-entry in the premises on its reconstruction. The language of sub-clause (b) of sub-section (1) of Section 12 is plain and simple and does not suffer from any ambiguity. Therefore, when a landlord requires a building to be demolished, necessarily he has to reconstruct the building on the same site of the building and on reconstruction of new building the tenant has a right to re-enter in the said premises. Learned counsel for the respondent urged that the word "and" occurring in sub-clause (b) of sub-section (1) of Section 12 is disjunctive and it has to be read as "or" meaning thereby that after

demolition of the building the landlord is not required to reconstruct the building. If such interpretation is given, then it would encourage the unscrupulous landlord to get eviction of the tenants on the ground of demolition of the building which would be repugnant to the object of the Act which aims to prevent unreasonable eviction of the tenant from the premises. We are, therefore, of the view that where the landlord requires demolition of the building, he has necessarily to reconstruct the same with a right to the tenant to re-enter in the premises.

In this view of the matter, the orders of the courts below deserve to be quashed. We accordingly set aside the orders of all the three courts below. The appeals are allowed with costs.