The Jammu and Kashmir (Residential and Commercial Tenancy) Act, 2012

Act Act No. V of 2012. 42 sections, repealed. Bare Act with the official footnotes.

Source: India Code, Government of Jammu and Kashmir, as updated to 19 October 2026. This is the official text as held in Law Maker's Bare Acts library, checked against the official file; for use in court or an exam hall, check the Gazette or India Code copy.

Official file: https://indiacode.gov.in/server/api/core/bitstreams/9bf30d0d-d651-4556-900c-d18d58a37fc7/content

Every section online, with the old and new law side by side and exam questions:
https://www.lawmaker.in/bare-acts/jammu-and-kashmir-residential-and-commercial-tenancy-act-2012

Repealed in the Union territory of Jammu and Kashmir from 15 February 2026 by section 47(1) of the Jammu and Kashmir Tenancy Act, 2025 (Act No. IV of 2025), which reads "The Jammu and Kashmir Residential and Commercial Tenancy) Act, 2012 which is in force immediately before the commencement of this Act, is hereby repealed", with pending cases saved by section 47(2).

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[Received the assent of the Governor on 14th April, 2012 and published in the Government Gazette dated 18th April, 2012.]

An Act to establish a framework for the regulation of residential and commercial tenancy matters and to balance the rights and responsibilities of landlords and tenants and to provide for fast adjudication process for resolution of disputes, and for matters connected therewith or incidental thereto.

Be it enacted by the Jammu and Kashmir State Legislature in the Sixty-third Year of the Republic of India as follows :--

CHAPTER I Preliminary

Section 1. Short title, extent and commencement

(1) This Act may be called the Jammu and Kashmir (Residential and Commercial Tenancy) Act, 2012.

(2) It extends to all urban areas of the [1][Union territory of Jammu and Kashmir] :

Provided that the Government may, by notification in the [2][Government Gazette], exclude or include any area or units or class of buildings from, or within, the operation of the Act or any provision thereof.

(3) It shall come into force from the date of its publication in the [2][Government Gazette].

[1] Substituted for "State" by S.O. 1229(E) dated 31.03.2020.
[2] Now Official Gazette.

Section 2. Definitions

In this Act unless the context otherwise requires,--

(a) 'Act' means the Jammu and Kashmir (Residential and Commercial Tenancy) Act, 2012 ;

(b) 'Appellate Rent Tribunal' means the Special Tribunal established under the Jammu and Kashmir Special Tribunal Act, 1988 ;

(c) 'existing tenancies' means tenancies entered into prior to the commencement of the Act and covered under the Jammu and Kashmir Houses and Shops Rent Control Act, 1966 and valid upto twenty four months from the commencement of the Act as per sections 4 and 8 ;

(d) 'family' in relation to a person means the wife or husband of such person and his or her dependents including children, daughter-in-law being the widow of predeceased son and parents of any of the spouses ;

(e) 'Government' means [1][Government of the Union territory of Jammu and Kashmir] ;

(f) 'joint tenants' means more than one person or family unit occupying one rental unit and responsible for paying rent to the landlord separately or jointly ;

(g) 'landlord' means a person or a company who owns a rental unit and who is entitled to receive rent for the use and occupancy of any rental unit and shall include his or its successor-in-interest ;

(h) 'local authority' means a Municipal Corporation or the Municipal Council or the Municipal Committee or any other local body constituted under any law for the time being in force ;

(i) 'periodic tenancy' means a tenancy for successive periods of equal duration, that is, from month to month or week to week or as the Government may prescribe and terminable by notice, of the same period by either landlord or tenant and includes tenancy which commences on the expiry of fixed term tenancy ;

(j) 'property manager' means a person or company who is employed by the landlord to manage the rental unit(s) and who represents the landlord ;

(k) 'prescribed' means prescribed by rules made by the Government under the Act ;

(l) 'public institution' includes any educational institution maintained out of [2][Government funds] or aid received out of [2][Government funds] or free hostel attached to such educational institution, library, a Government Hospital, charitable dispensary, orphanage, disabled home and destitute home ;

(m) 'rent' means the consideration paid or required to be paid periodically by or on behalf of a tenant to the landlord or to the property manager for the right to occupy a rental unit and for any services and any privileges or benefits that the landlord provides for the tenant in respect of the occupancy of the rental unit but does not include security deposit or any other deposit ;

(n) 'Rent Controller' means a Controller appointed under section 29 of the Act ;

(o) 'rental unit' means a unit in any building or hut or part of a building or hut other than a farm house let or to be let separately for residential or commercial purposes and including land appurtenant thereto, and includes--

(i) the garden, grounds and out-houses, if any appurtenant to such rental unit rented or available for rent for residential or commercial use and occupancy together with all services connected with the use and occupancy of such unit ;

(ii) any furniture or equipment supplied by the landlord for the use in such building or hut or part of a building or hut ;

(iii) any fittings affixed to such building or part of a building for the more beneficial enjoyment thereof ;

but does not include hotel, hostel, a boarding house, tourist homes or guest houses ;

(p) 'security deposit' means any payment, fee, deposit or charge to be used for any purpose including recovery of rent defaults, repairing damages caused by the tenant and any other item as specified in the tenancy agreement ;

(q) 'services' include provision of furniture, furnishings, appliances, parking and related facility, laundry facility, lifts, garbage collection, storage facility, intercom system, cable television facility, security services and common recreational and other facilities related or connected to residential or commercial use of the rental unit, as the case may be, or as per the rent agreement ;

(r) 'tenancy agreement' means an agreement in writing between a landlord and a tenant for the use and occupancy of a rental unit and related services on agreed terms and conditions for commercial or residential purposes ;

(s) 'tenant' means any person who has the right to use and occupy a rental unit and includes successor to a tenant and a subtenant ;

(t) 'tenancy period' means the period for which the rental unit has been let to the tenant by the landlord ; and

(u) 'urban area' means the areas that fall within the Territorial Limits of any Municipal Corporation, Municipal Council or Municipal Committee, as the case may be.

[1] Substituted for "Government of Jammu and Kashmir" by S.O. 1229(E) dated 31.03.2020.

[2] Substituted ibid for "State funds".

Section 3. Exemptions

Nothing in this Act shall apply to,--

(a) any rental unit owned by the Central or [1][Government] or local authority or a Government undertaking or a statutory body wholly owned and controlled by the Government or cantonment board ;

(b) public institutions ;

(c) any rental unit let out before the commencement of the Act where rent paid on the date of commencement of

the Act exceeds six thousand per annum and where such units had been exempted under the Jammu and Kashmir Houses and Shops Rent Control Act, 1966 ;

(d) rental unit(s) owned by a company, university or organization given on rent to its employees as part of service contract ;

(e) any rental unit owned by religious or charitable institutions as may be specified by the Government ; and

(f) any rental unit owned by Wakfs registered under [2][the Wakf Act, 1995 (43 of 1995)] or to any trust registered under [3][the Indian Trust Act, 1882 (2 of 1882)].

[1] Substituted for "State Government" by S.O. 1229(E) dated 31.03.2020.

[2] Substituted ibid for "the Jammu and Kashmir Wakfs Act, 2001".

[3] Substituted ibid for "the Trust Act, Samvat 1977".

CHAPTER II Tenancy

Section 4. Notification of Tenancy

(1) Notwithstanding anything contained in the Act or any other law for the time being in force, any agreement for letting of any rental unit entered into between the landlord and the tenant(s), after the commencement of the Act, shall be in writing and that such tenancy agreement will be registered or notarized with the Notary Public and signed jointly by the landlord and tenant(s) in the manner prescribed :

Provided that two copies of the tenancy agreement shall be made in original, one each for the landlord and the tenant and the tenancy agreement shall be as given in Schedule I.

(2) In case of any changes in the terms of tenancy agreement, the same will be incorporated in a new tenancy agreement, which shall be registered or notarized as prescribed within thirty days of the changes having occurred.

(3) In case of joint tenants, the tenancy agreement may be entered into with all the tenants jointly or with each tenant separately. In case of joint tenancy agreement all tenants will sign the tenancy agreement and receive a copy of the same.

(4) In case of unregistered existing tenancies, the landlord and the tenant shall record terms of tenancy as subsisting on the date of commencement of the Act as per Schedule II and get this registered or notarized within six months of the commencement of the Act :

Provided that at the end of the period of twenty four months from the commencement of the Act, the landlord and the tenant will enter into a new tenancy agreement as per Schedule I and for all intent and purposes the tenancy will be construed as new tenancy at the end of twenty four months from the commencement of the Act.

Section 5. Period of Tenancy

(1) All tenancies entered into after the commencement of the Act shall be for a period as agreed between the landlord and the tenant(s) and as noted in the tenancy agreement.

(2) The tenant may approach the landlord for renewal or extension of the tenancy, not less than two months prior to the end of tenancy period and if agreeable to the landlord, may enter into a new tenancy agreement with the landlord.

(3) If a tenancy for a fixed term ends and has not been renewed or the premises have not been vacated by the tenant at the end of such tenancy, the tenancy shall be deemed to be renewed on a month-to-month basis on the same terms and conditions as were in the expired tenancy agreement subject to any change that may be made in the rent charged.

(4) In the event of the death of the tenant, tenancy will continue till the end of the tenancy period in case of fixed period tenancy and in case of periodic tenancy till the end of the period.

Section 6. Inheritability of existing tenancies

In case of existing tenancies, in the event of death of the tenant, the right of tenancy shall devolve to his successors in the following order :--

(a) spouse ;

(b) children ;

(c) parents ; and

(d) daughter-in-law being the widow of predeceased son :

Provided that the successor has ordinarily been living in the premises with the deceased tenant as a member of family upto his death and was economically dependant on the deceased tenant and he or his spouse or dependent children do not own or occupy a residential unit in the same urban area.

Section 7. Restriction on Subletting

(1) After the commencement of the Act, no tenant shall, without the previous consent in writing of the landlord,--

(a) sublet whole or any part of the premises held by him as a tenant ; or

(b) transfer or assign his rights in the tenancy or any part thereof.

CHAPTER III Rent

Section 8. Rent Payable

(1) In case of tenancies entered into on or after the commencement of the Act, rent payable of a rental unit shall be the rent agreed between the landlord and the tenant at the commencement of tenancy.

(2) In case of existing tenancies, at the end of twenty four months from the commencement of the Act, rent payable shall be as per sub-section (1) and--

(a) the landlord shall intimate the tenant two months prior to the expiry of twenty four months from the commencement of the Act about the revision in rent ;

(b) in the absence of an agreement between the landlord and the tenant on the rent payable as per sub-section (1), the landlord will have the option to terminate the tenancy as per section 21 of the Act.

Section 9. Revision of Rent

(1) Revision of rent between the landlord and the tenant shall be as per the terms set in the tenancy agreement.

(2) The landlord shall give a notice in writing to the tenant three months before the revised rent becomes due.

(3) If a tenant who has been given notice of an intended rent increase under sub-section (2) fails to give the landlord notice of termination of tenancy, the tenant shall be deemed to have accepted whatever rent increase has been proposed by the landlord.

(4) In case the rental unit has been let for a fixed term, rent may not be increased during the currency of the tenancy period unless the amount of increase or method of working out the increase is expressly set out in the tenancy agreement.

(5) No tenant shall directly or indirectly sublet or assign, whole or part of the rental unit for a rent that is higher than the rent or the proportionate rent charged by the landlord to the tenant.

(6) Where the landlord, after the commencement of tenancy and with agreement with the tenant has incurred expenditure on account of improvement, addition or structural alteration in the rental unit occupied by the tenant, not being repairs necessary to be carried out under section 15, the landlord may increase the rent of the premises by an amount as agreed between the landlord and the tenant prior to the commencement of the work and such increase in rent will become effective from one month after the completion of work.

(7) Where after the rent of a rental unit has been agreed or fixed, there has been a decrease or diminution or deterioration of accommodation or services in the rental unit, the tenant may claim a reduction in the rent and may approach the Appellate Rent Tribunal for the same in case of a conflict.

(8) The landlord may either restore the rental unit and the connected services as at the commencement of tenancy or agree for a reduction in rent.

Section 10. Rent Controller to fix or revise rent

The Rent Controller, on an application by the landlord or tenant may fix or revise, as the case may be, the rent and other charges payable by the tenant as also fix the date from which the revised rent becomes payable.

Section 11. Security Deposit

Unless there is an agreement to the contrary, it shall be unlawful to charge a security deposit in excess of three times the monthly rent and the security deposit shall be refunded to the tenant within one month after vacation of the rental unit after making due deduction of any liability of the tenant.

CHAPTER IV Rights and Responsibilities of Landlords and Tenants

Section 12. One set of the original Agreement to be given to the Tenant

After a tenancy agreement has been signed by both the landlord and tenant, the landlord must give the original signed and registered or notarized agreement to the tenant within fifteen days of the agreement, being signed by both the landlord and the tenant in the manner as prescribed.

Section 13. Payment of rent and receipt thereof

(1) Every tenant shall pay rent and other charges within the stipulated period as in the tenancy agreement or in the absence of such stipulation by the tenth day of the month next following the month for which it is payable and in the event of default the tenant shall be liable to pay simple interest at the prescribed rate for the period by which the rent payment has been delayed.

(2) Every landlord will give a receipt for all payments made by the tenant on account of rent, including penal interest; advance rent and security deposit and all other charges or fees.

Section 14. Deposit of rent with Rent Controller

(1) In case the landlord does not accept any rent or other charges or refuses to give receipt, the tenant shall send rent and other charges to the landlord by postal money order or through account payee cheque, or in any other manner as prescribed.

(2) In the event of non-acceptance of rent and other charges by any mode of payment by the landlord, the tenant may deposit rent and other charges with the Rent Controller in the manner, as may be prescribed.

(3) On deposit of the rent, the Rent Controller shall investigate and pass an order based on facts of the case.

(4) Any rent and charges not withdrawn for five years by any person entitled to withdraw shall stand forfeited towards the Government.

Section 15. Responsibilities for maintenance

(1) Subject to any agreement to the contrary, both the landlord and tenant will be responsible for the respective repairs and maintenance as in Schedule III.

(2) In case of common facilities shared among the tenants or with the landlord the respective responsibilities of each tenant and landlord will be specified in the tenancy agreement.

(3) In the event of tenants' refusal to carry out scheduled or agreed repairs, the landlord shall get the repairs done and deduct the amount from the security deposit.

(4) In case the landlord refuses to carry out the scheduled or agreed repairs, the tenant can get the work done and deduct the same from periodic rent :

Provided that in no case will the deduction from rent in any one month exceed fifty percent of the agreed rent for one month.

(5) In case the unit is inhabitable without the repairs and the landlord has refused to carry out the required repairs, after being called upon to get the repairs done in writing by the tenant(s), the tenant(s) will have the right to abandon the unit after giving landlord fifteen days notice in writing or approach the Rent Controller.

Section 16. Tenant to look after the Rental Unit

During the tenancy, the tenant must,--

(i) not intentionally or negligently damage the rental unit or permit such damage ;

(ii) notify the landlord of any damage as soon as possible ; and

(iii) take reasonable care of the rental unit and its contents and keep them reasonably habitable having regard to their condition at the commencement of tenancy and the normal incidence of living.

Section 17. Entry with Notice

(1) A landlord or the Property Manager may enter a rental unit in accordance with written notice given to the tenant at least twenty four hours before the time of entry under the following circumstances--

(a) to carry out repairs or replacement or do or get done work in the rental unit ;

(b) to carry out an inspection of the rental unit for the purpose of determining whether the rental unit is in a habitable state ;

(c) for any other reasonable reason for entry specified in the tenancy agreement.

(2) The written notice will specify the reasons for entry, the day and time of entry :

Provided that the time for entry shall be between sunrise and sunset.

Section 18. Information about the Property Manager

In case the landlord has hired a Property Manager, the landlord must provide tenant the following information--

(i) name of the Property Manager ;

(ii) the fact that he is agent of the landlord and employed by the landlord ; and

(iii) if the Property Manager is a company, name of the employee of the company who can be contacted in relation to the residential tenancy agreement.

Section 19. Role and responsibilities of Property Manager

The functions of the Property Manager may include the following:--

(i) collection of rent against receipt ;

(ii) getting essential repairs done on behalf of the landlord ;

(iii) inspection of the rental unit from time to time ;

(iv) giving notices to tenant(s) for,--

(a) proper maintenance of the rental unit ;

(b) delay in payment of rent ;

(c) revision of rent ;

(d) vacation of rental unit ;

(e) renewal of tenancy ;

(v) help in resolution of disputes among tenants and between landlord and tenant(s) ; and

(vi) other matters relating to tenancy.

Section 20. Cutting off or withholding essential services

(1) No landlord or tenant by himself or through any person shall cut off or withhold any essential supply or service in the rental unit occupied by the tenant or the landlord.

(2) In case of contravention of provisions of sub-section (1) and on an application from the tenant or the landlord, as the case may be, the Rent Controller after examining the matter may pass an interim order directing the restoration of supply of essential services immediately pending the inquiry.

(3) The Rent Controller may also levy a penalty on the person responsible for cutting off or withholding the essential supply, which may extend upto Rupees twenty thousand only.

(4) The Rent Controller may direct that compensation be paid to the landlord or tenant if it finds that the application was made frivolously or veraciously.

Explanation:-- Essential services include supply of water, electricity, lights in passage, lifts and on staircase, conservatory and sanitary services.

CHAPTER V Termination of Tenancy by the Landlord or Tenant

Section 21. Termination of tenancy

(1) A Tenancy may be terminated only in accordance with the Act in the following manner :--

Landlord may give a notice of three months to the tenant if--

(i) the landlord bonafidely requires possession of rental unit for the purpose of residential or commercial occupation by the landlord himself, his spouse or a child or parent of the landlord ; or

(ii) the landlord requires possession of rental unit in order to--

(a) demolish it ;

(b) convert it to some other use ; or

(c) do repairs or renovation that require vacant possession of the unit.

(2) The landlord may give a notice of fifteen days to terminate the tenancy if the tenant has :--

(i) not paid rent for two months consecutively ;

(ii) sublet the premises without permission of the landlord ;

(iii) caused substantial damage to the rental unit ;

(iv) caused nuisance or annoyance to the neighbours ;

(v) used the premises for illegal or immoral purposes ; or

(vi) violated any condition set in the tenancy agreement.

(3) The tenant may give a notice of two months, or two month's rent in lieu of notice, to the landlord to terminate the tenancy in case the tenancy is for more than a year or one month's notice, or one month's rent in lieu of notice, in case the tenancy is for less than a year.

(4) In case of fixed period tenancy, the tenancy is terminated at the end of the fixed period and no notice is required to be served to the tenant to vacate the rental unit.

(5) In case of tenancies of more than five years the landlord may serve a notice of six months to the tenant during the term of tenancy, to vacate the rental unit, at the end of notice period, without giving any reason to terminate the tenancy.

(6) In case the rental unit was given to the tenant for use as residence by reason of his being in the service or employment of the landlord, the tenancy will terminate when the tenant ceases to be in such service or employment.

Section 22. Notice to be given for termination

(1) If a notice of termination is given in accordance with the Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the date set out in the notice.

(2) A notice of termination need not be given if a landlord and tenant have agreed to terminate the tenancy or if the tenancy is for a fixed period.

(3) The notice of termination shall include--

(i) identification of rental unit for which the notice is given ;

(ii) the date on which the tenancy is to terminate ; and

(iii) signature of the person(s) giving the notice.

(4) If the notice is given by the landlord, it shall also set out the reasons relating to termination and inform the tenant that--

(i) if the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in the notice ;

(ii) if the tenant does not vacate the rental unit, the landlord may apply to the Rent Controller for an order terminating the tenancy and evicting the tenant ; and

(iii) if the landlord applies for an order, the tenant is entitled to dispute the application.

Section 23. Vacant possession to the landlord

In case the tenancy is terminated by notice, agreement or order, the landlord will have the right to vacant possession of the rental unit.

Section 24. Successor in title to landlord

A person other than a landlord who would be entitled to possession (either by purchase or by succession or by any other reason) of the rental unit shall notify the tenant as soon as practicable, after becoming so entitled that the person would be entitled to possession and that the person who was landlord is no longer landlord and that the tenancy will continue on same terms and conditions as in the existing tenancy agreement with the previous landlord.

Section 25. Compensation in case of non-vacancy

A landlord is entitled to compensation of double the monthly rent for the use and occupation of a rental unit by a tenant who does not vacate the unit after his tenancy has been terminated by order, notice or agreement, as the case may be.

Section 26. Notice for Inspection in case of sale

If the landlord intends to sell the rental unit, he shall give the tenant notice of fourteen days before the rental unit is to be made available for inspection of prospective buyers.

Section 27. Refund of advance rent

The landlord shall before recovery of possession of rental unit refund rent and other payment, if any, received in advance from the tenant, where tenant vacates the premises on a notice given by the landlord under clauses I and II of section 21 :

Provided that refund shall be made by the landlord after deducting the rent and other charges due to him within one month of termination of tenancy.

Section 28. Payment of rent during eviction proceedings

Where in any proceedings for termination of tenancy by the landlord on any ground, the tenant contests the claim for eviction, the landlord may, at any stage of proceedings, apply to the Rent Controller to direct the tenant to pay to the landlord rent payable under section 8 and the Rent Controller may order the tenant to make such payment regularly to the landlord by tenth of every month and all other charges due from the tenant along with penal charges, if any, due to delay in payment of the same.

CHAPTER VI Powers and Procedure of Rent Controllers and Appellate Rent Tribunal

Section 29. Rent Controllers

The Government may, by notification in the Government Gazette, designate as many Rent Controllers as it thinks fit, and define the local limits within which, each Rent Controller shall exercise the powers conferred, upon, or perform the duties assigned, to the Rent Controllers by or under the Act :

Provided that an officer designated as Rent Controller shall not in any case be less than the rank of,--

(i) an Assistant Commissioner (Revenue) in areas falling within the limits of Municipal Corporations ; and

(ii) a Tehsildar in areas falling within the limits of Municipal Councils or Municipal Committees, as the case may be :

Provided further that the Rent Controllers appointed under this section shall be designated from amongst the officers of the Revenue Department on cash neutral basis.

Section 30. Jurisdiction for Rent Controller

Notwithstanding anything contained in any other law for the time being in force, in the areas to which the Act extends, only the Rent Controller, and no Civil Court, shall have jurisdiction to hear and decide the petitions relating to disputes between landlord and tenant and matters connected with and ancillary thereto covered under the Act including tenancies and premises covered under sub-section (1) of section 3 of the Act and those covered under [1][the Transfer of Property Act, 1882 (4 of 1882)] :

Provided that Rent Controller shall, in deciding such petitions relating to tenancies and premises covered under sub-section (1) of section 3 of the Act or those covered under [1][the Transfer of Property Act, 1882 (4 of 1882)] have due regard to the provisions of [1][the Transfer of Property Act, 1882 (4 of 1882)], [2][the Contract Act, 1872 (9 of 1872)] or any other substantive law applicable to such matter in the same manner in which such law would have been applied had the dispute been brought before a Civil Court by way of suit.

[1] Substituted for "the Transfer of Property Act, Samvat 1977" by S.O. 1229(E) dated 31.03.2020.

[2] Substituted ibid for "the Contract Act, Samvat 1977".

Section 31. Procedure for Rent Controller and Appellate Rent Tribunal

(1) Subject to any rules that may be made under this Act, the Rent Controller and the Appellate Rent Tribunal shall not be bound by the procedure laid down by [1][the Code of Civil Procedure, 1908 (5 of 1908)] but shall be guided by the principle of natural justice and shall have power to regulate their own procedure. The landlord or tenant may file the petition before the Rent Controller accompanied by affidavits and documents, if any, and the following procedure, as far as may be practicable, shall be followed :--

(i) the Rent Controller shall issue notice to the opposite party, accompanied by copies of petition, affidavits and documents ;

(ii) the opposite party will file a reply accompanied by affidavits and documents, if any, after serving a copy of the same to the petitioner ;

(iii) the petitioner may file a rejoinder, if any, after serving the copy to the opposite party ; and

(iv) the Rent Controller will then fix a date of hearing and may hold such summary inquiry as it deems necessary.

(2) In every case before the Rent Controller and the Appellate Rent Tribunal, the evidence of a witness shall be given by affidavit. However, the Rent Controller and the Appellate Rent Tribunal, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination and such witness can be produced, may order attendance for examination or cross-examination of such a witness.

(3) Every notice shall be served through process server of the Rent Controller, Appellate Rent Tribunal as well as by registered post acknowledgement due or through any other method as may be prescribed and the notice duly served by any of these methods shall be treated as sufficient notice.

(4) Every petition or appeal, as far as possible, shall be in the model forms as may be prescribed.

(5) The Rent Controller shall not ordinarily allow more than three adjournments at the request of a party throughout the proceedings and in case he decides to do so, he shall record the reasons for the same in writing and order the party requesting adjournment to pay the reasonable cost to the other party.

(6) The time period within which the Rent Controller and Appellate Rent Tribunal shall decide a petition shall be as follows:--

(i) all petitions under sections 9 and 10 for fixation or revision of rent, shall be decided within ninety days from the day of filing of petition by the tenant or landlord with the Appellate Rent Tribunal ;

(ii) all petitions under sub-section (2) of section 20 will be decided within thirty days of filing of application by the landlord or the tenant(s) ;

(iii) all petitions under sub-section (1) of section 21 will be decided within ninety days of application to the Appellate Rent Tribunal ; and

(iv) petitions under sub-clause II of section 21 will be decided within sixty days of application to the Rent Controller and the Appellate Rent Tribunal.

[1] Substituted ibid for "the Code of Civil Procedure, Samvat 1977".

Section 32. Powers of Rent Controller and Appellate Rent Tribunal

(1) The Rent Controller and the Appellate Rent Tribunal for the purpose of discharging their functions under the Act, shall have the same powers as are vested in a Civil Court under [1][the Code of Civil Procedure, 1908 (4 of 1908)] for the purposes of,--

(i) summoning and enforcing the attendance of any person and examining him on oath ;

(ii) requiring the discovery and production of document ;

(iii) issuing commission for examination of witness or documents ;

(iv) issuing commission for local investigation ;

(v) receiving evidence on affidavits ;

(vi) dismissing an application or appeal for default or deciding it ex-parte ;

(vii) setting aside any order of dismissal of any application or appeal for default or any other order passed by it ex-parte ;

(viii) for the execution of its orders and decisions under the Act like decree of a Civil Court without reference to any Civil Court ;

(ix) reviewing its orders and decisions ; and

(x) any other matter which may be prescribed.

(2) Any proceeding before the Rent Controller or Appellate Rent Tribunal shall be deemed to be a judicial proceeding within the meaning of [2][sections 193 and 228, and for the purposes of section 196, of the Indian Penal Code (45 of 1860)] and the Rent Controller and the Appellate Rent Tribunal shall be deemed to be a Civil Court for the purposes of [3][the Code of Criminal Procedure, 1973 (2 of 1974)].

(3) For the purpose of holding an inquiry or discharging any duty under the Act, the Rent Controller or the Appellate Rent Tribunal may,--

(i) after giving not less than twenty four hours notice in writing, enter and inspect or authorize any officer, subordinate to him, to enter and inspect, any rental unit at anytime between sunrise and sunset ;

(ii) by written order, require any person to produce for his inspection such books or documents relevant to the inquiry, at such time and at such place, as may be specified in the order.

(4) The Rent Controller may, if he thinks fit, appoint one or more persons having special knowledge of the matter under consideration as assessor or valuer to advise him in the proceedings before him.

(5) Any clerical or arithmetical mistake in any order passed by the Rent Controller or the Appellate Rent Tribunal or any other error arising out of any accidental omission may, at any time, be corrected by the Rent Controller or the Appellate Rent Tribunal, as the case may be, on an application received by it in this behalf from any of the parties or otherwise.

(6) The Rent Controller may exercise the powers of a Judicial Magistrate for the recovery of the fine under the provisions of [3][the Code of Criminal Procedure, 1973 (2 of 1974)] and the Rent Controller shall be deemed to be a Magistrate under the said Code for the purposes of such recovery.

(7) An order made by a Rent Controller or an order passed in appeal or revision or review under this chapter shall be executable by the Rent Controller as a decree of a Civil Court and for this purpose, the Rent Controller shall have the powers of a Civil Court.

(8) The Rent Controller may set aside an order passed ex parte if the aggrieved party files an application and satisfies him/her that notice was not duly served or that he/she was prevented by any sufficient cause from appearing when the case was called for hearing.

(9) Save as otherwise expressly provided in the Act, every order made by the Rent Controller shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceedings.

(10) The Rent Controller shall have the power to effect conciliation between the parties in any case pending before it.

[1] Substituted for "the Code of Civil Procedure, Samvat 1977" by S.O. 1229(E) dated 31.03.2020.
[2] Substituted for certain words and figures ibid.
[3] Substituted for "the Code of Criminal Procedure, Samvat 1989" by S.O. 1229(E) dated 31.03.2020.

Section 33. Appeal, Revision and Review

(1) From every final order passed by the Rent Controller, an appeal shall lie to the Appellate Rent Tribunal and such an appeal shall be filed within a period of thirty days from the date of final order along with copy of such final order.

(2) The Appellate Rent Tribunal, upon filing an appeal before it under sub-section (1), shall serve notice, accompanied by copy of appeal to the respondent and fix a hearing not later than thirty days from the date of service of notice of appeal on the respondent and the appeal shall be disposed of within a period of one hundred and twenty days from the date of service of notice of appeal on the respondent.

(3) Where the Appellate Rent Tribunal considers it necessary in the interest of arriving at a just and proper decision, it may allow filing of additional affidavits or documents at any stage of the proceedings in appeal.

(4) The Appellate Rent Tribunal may, in its discretion, pass such interlocutory order during the pendency of the appeal, as it may deem fit.

(5) While deciding the appeal, the Appellate Rent Tribunal after recording reasons therefor, may--

(i) confirm, vary, set aside, reverse or modify the order passed by a Rent Controller ; and

(ii) if necessary, in the interest of justice, remand the case to the Rent Controller alongwith such direction as it may deem fit.

(6) The decision of the Appellate Rent Tribunal shall be final and no further appeal or revision shall lie against the order.

(7) On application of any of the parties and after notice to the parties and after hearing such of them, as have desired to be heard, or of its own motion without such notice, the Appellate Rent Tribunal may at any stage transfer any case from one Rent Controller to any other Rent Controller within the same district for disposal.

(8) Where any case has been transferred under sub-section (7), the Rent Controller to whom the case has been transferred, subject to any special direction in the order of transfer, shall proceed from the stage at which it was transferred.

Section 34. Execution of the order

(1) The Rent Controller shall, on application of any party, execute in the manner prescribed, a final order or any other order passed under the Act, by adopting any one or more of the following modes namely :--

(i) attachment and sale of the movable or immovable property of the opposite party ;

(ii) attachment of any one or more bank accounts of the opposite party and satisfaction of the amount of order to be paid from such account ;

(iii) attachment of a reasonable portion of salary and allowances of a Government servant or employee of any nationalized bank, local authority, university, corporation and Government company ;

(iv) appointing any advocate as commission on such remuneration as may be fixed or deputing any officer of the local administration or local body for the execution of the order ;

(v) delivery of possession of the rental unit to the person in whose favour the decision has been made.

(2) The Rent Controller may, in order to execute the final order or any other order passed under the Act, require the help from the local administration or local body or the police.

(3) The Rent Controller shall conduct the execution proceedings in relation to a final order or any other order passed under the Act in summary manner and dispose of the application for execution made under this section within thirty

days from the date of service of notice on opposite party.

CHAPTER VII Miscellaneous

Section 35. Jurisdiction of Civil Court barred in respect of certain matters

Save as otherwise provided in the Act, no Civil Court shall entertain any suit or proceedings in so far as it relates to fixation of rent payable and matters incidental thereto or to any other matter which the Rent Controller or Appellate Rent Tribunal is empowered by or under the Act to decide and no injunction in respect of any action taken or to be taken by the Rent Controller or Appellate Rent Tribunal under the Act, shall be granted by any Civil Court.

Section 36. Court Fees

(1) The provisions of [1][the Court Fees Act, 1870 (7 of 1870)] shall apply in respect of applications and appeals to be presented before the Rent Controller and Appellate Rent Tribunal.

(2) The applications for recovery of possession made to the Rent Controller or Appellate Rent Tribunal and the memorandum of appeals presented before the Rent Controller or Appellate Rent Tribunal shall be treated as suits between the landlord and the tenant for the purposes of computation of court fees.

[1] Substituted for "the Jammu and Kashmir Court Fees Act, Samvat 1977" by S.O. 1229(E) dated 31.03.2020.

Section 37. Remittance of penalty or fine recovered under the Act into consolidated fund of the State

The amount recovered in the form of penalty or fine under sub-section (3) of section 20 and sub-section (6) of section 32 of the Act shall be remitted to [1][Consolidated Fund of the Union territory of Jammu and Kashmir].

[1] Substituted ibid for "Consilidated Fund of the State".

Section 38. Protection of Action taken in good faith

No suit, prosecution or other legal proceedings shall lie against any Rent Controller or Appellate Rent Tribunal in respect of anything which is done in good faith or intended to be done in pursuance of the Act.

Section 39. Transfer of pending cases

On the commencement of the Act, all cases or proceedings in execution of any decree pending in Courts under the Jammu and Kashmir Houses and Shops Rent Control Act, 1966 shall stand transferred to the Rent Controller or Appellate Rent Tribunal specified under the Act and the concerned Rent Controller or the Appellate Rent Tribunal, as the case may be, shall proceed to hear such cases either de-novo or from the stage it was at the time of such transfer.

Section 40. Power of Government to remove difficulties

If any difficulty arises in giving effect to the provisions of the Act, the Government may, by order, make such provisions not inconsistent with the provisions of the Act as may appear to be necessary for removing the difficulty :

Provided that no order shall be made under this section after the expiry of two years from the commencement of the Act.

Section 41. Power to make rules

The Government may, by notification, make rules for purposes of carrying out the provisions of the Act.

Section 42. Repeal and savings

(1) The Jammu and Kashmir Houses and Shops Rent Control Act, 1966 is hereby repealed.

(2) Notwithstanding such repeal, anything done, any action taken, any order or notification issued under the said Act shall be deemed to have been done, taken or issued under the corresponding provisions of the Act as if this Act was in force on the date, such thing was done, action taken or order or notification was issued.

(3) Subject to the provisions of section 39 all cases and proceedings under the said Act pending, at the commencement of the Act, shall be continued and disposed off by the Rent Controller or Appellate Rent Tribunal, as the case may be, in accordance with the provisions of the repealed Act.

(4) The plaintiff, within a period of 90 days of coming into force of the Act shall, however, be entitled to withdraw any suit or appeal or any other proceeding pending under the repealed Act with liberty to file fresh petition in respect of the subject matter of such suit or appeal or any other proceeding under, and in accordance with, the provisions of the Act and for the purposes of limitation such petition shall, if it is filed within a period 180 days from the commencement

of the Act, be deemed to have been filed on the date of filing of the suit which was so withdrawn and in case of withdrawal of appeal or other proceedings on the date on which the suit was filed out of which such appeal or proceedings originated.

Schedules

The Schedules are not reproduced in this PDF. Each is in the official file, at the page given:

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SCHEDULE - III (official file, page 31)

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