# The Jammu and Kashmir Tenancy Act, 2025

Act Act No. IV of 2025. 47 sections. Bare Act with the official footnotes.

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Every section online, with the old and new law side by side and exam questions:
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The following Act as passed by the Jammu and Kashmir Legislative Assembly received the assent of the Lieutenant Governor on 1st November, 2025 and is hereby published for general information :-

[1st November, 2025.]

An Act to establish Rent Authority 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.

Be it enacted by the Jammu and Kashmir Legislature in the Seventy-sixth 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 Tenancy Act, 2025.

(2) It extends to the whole of the Union Territory of Jammu and Kashmir.

(3) It shall come into force on such date as the Government may, by notification in the Official Gazette, appoint and different dates may be appointed for different provisions of this Act.

### Section 2. Definitions

In this Act, unless the context otherwise requires,

(a) "Government" means the Government of Union Territory of Jammu and Kashmir;

(b) "Landlord" whether called landowner or lessor or by any other name, means a person who receives or is entitled to receive, the rent of any premises, on his own account, if the premises were let to a tenant, and shall include-

(i) his successor-in-interest; and

(ii) a trustee or guardian or receiver receiving rent for any premises or is entitled to so receive, on account of or on behalf of or for the benefit of, any other person such as minor or person of unsound mind who cannot enter into a contract;

(c) "Local authority" means a Village Panchayat or Panchayat Samiti or ZilaParishad or a Municipal Corporation or a Municipal Council or a Nagar Panchayat or a Planning or Development Authority, by whatever name called, or the Cantonment Board, or as the case may be, a civil area committee appointed under section 47 of the Cantonment Act, 2006 (41 of 2006) or such other body entitled to function as a local authority in any city or town, constituted under any law for the time being in force;

(d) "Notification" means a notification published in the Official Gazette of the Union territory of Jammu and Kashmir and the expression "notify" with its grammatical variations and cognate expressions shall be construed accordingly;

(e) "Premises" means any building or part of a building which is, or is intended to be, let on rent for the purpose of residence or for commercial or for educational use, except for industrial use and includes-

(i) garden, garage or closed parking area, vacant land, grounds and out-houses, if any, appertaining to such building or part of the building; and

(ii) any fitting to such building or part of the building for the more beneficial enjoyment thereof, but does not include premises such as hotel, lodging house, dharamshala or inn;

(f) "Prescribed" means prescribed by rules made by the Government under this Act;

(g) "Property manager" means a person or any legal entity including rental agent who is authorized by the landlord to manage the premises and who represents the landlord in his dealings with the tenant;

(h) "Rental agent" means any person, who negotiates or acts on behalf of landlord or tenant or both in a transaction of renting of any premises and receives remuneration or fees or any other charges for his services whether as a commission or otherwise and includes a person who introduces, through any medium, prospective landlord and tenant to each other for negotiation for renting of premises and includes property dealers, brokers or middlemen, by whatever name called;

(i) "Rent Authority" means an officer appointed under section 30;

(j) "Rent Court" means a Rent Court constituted under section 33;

(k) "Rent payable" in relation to any premises means the rent as specified in section 8;

(l) "Rent Tribunal" means a Rent Tribunal constituted under section 34;

(m) "Schedule" means a schedule annexed to this Act;

(n) "Sub-tenant" means a person to whom the tenant sublets whole or part of the premises held by him or transfers or assigns his rights accrued under the tenancy agreement or any part thereof upon entering into a supplementary agreement to the existing tenancy agreement; and

(o) "Tenant" whether called lessee or by any other name, means a person by whom or on whose account or on behalf of whom, the rent of any premises is payable to the landlord under a tenancy agreement and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Act; but shall not include any person against whom any order or decree for eviction has been made.

### Section 3. Act not to apply to certain premises

(1) Nothing in this Act shall apply to any-

(a) premises owned or promoted by the Central Government or the Government of Jammu and Kashmir or local authority or a Government undertaking or enterprise or a statutory body or Cantonment Board;

(b) premises owned by a company, University or organization given on rent to its employees as part of service contract;

(c) premises owned by religious or charitable institutions as may be specified, by notification by the Government;

(d) premises owned by Auqaf registered under the Waqf Act, 1995 (43 of 1995) or by any trust registered under the public trust law of the Union territory of Jammu and Kashmir for the time being in force; and

(e) other building or category of buildings specifically exempted in public interest by notification by the Government.

(2) Notwithstanding anything contained in sub-section (1), if the owner and tenant of the premises referred to in clause (a) to clause (e) of the said sub-section agrees that the tenancy agreement entered into between such landlord and tenant be regulated under the provisions of this Act, such landlord may inform the Rent Authority of the agreement to do so at the time of information of the tenancy agreement under section 4.

## CHAPTER II TENANCY

### Section 4. Tenancy agreement

(1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landlord and tenant jointly, in the form specified in the First Schedule within a period of two months from the date of tenancy agreement.

(2) Where the landlord and the tenant fail to jointly inform the execution of the tenancy agreement referred to in sub-section (1), the landlord and tenant shall separately inform the execution of tenancy agreement to the Rent Authority within a period of one month from the date of expiry of the period specified in sub-section (1).

(3) The Rent Authority shall, within three months from the date of its appointment, put in place a digital platform in the local vernacular language or the language of the Union territory of Jammu and Kashmir for enabling submissions of document in such form and manner as may be prescribed.

(4) The Rent Authority shall, after receiving information about the execution of tenancy agreement along with the documents specified in the First Schedule,-

(a) provide a unique identification number to the parties; and

(b) upload details of the tenancy agreement on its website in local vernacular language or the language of the Union territory of Jammu and Kashmir, within seven working days from the date of receipt of such information, in such manner along with such documents as it may deem fit.

(5) The terms of authorization of the property manager, if any, by the landlord to deal with the tenant shall be such as agreed to by the landlord and tenant in that behalf in the tenancy agreement.

(6) The information provided under sub-section (1) and sub section (2) shall be conclusive proof of the facts relating to tenancy and matters connected therewith, and in the absence of any statement of information, the landlord and the tenant shall not be entitled to any relief under the provisions of this Act.

### Section 5. Period of tenancy

(1) Every tenancy entered into after the commencement of this Act shall be valid for a period as agreed upon between the landlord and the tenant and as specified in the tenancy agreement.

(2) The tenant may request the landlord for renewal or extension of the tenancy, within the period agreed to in the tenancy agreement, and if agreeable to the landlord, may enter into a new tenancy agreement with the landlord on mutually agreed terms and conditions.

(3) Where a tenancy for a fixed term ends and has not been renewed or the tenant fails to vacate the premises at the end of such tenancy, then such tenant shall be liable to pay an enhanced rent to the landlord as provided in section 23:

Provided that notwithstanding anything contained in this section, if the term of tenancy expires at a time when the locality where the premises let out on rent is situated is affected by any disastrous event of force majeure, then, subject to requisition by the tenant, the landlord shall allow the tenant to continue in possession of the said premises till a period of one month from the date of cessation of such disastrous event on the same terms and conditions of the tenancy agreement already entered into.

Explanation.-For the purposes of this section, "force majeure" means a situation of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the habitation of the tenant in the premises let out on rent.

### Section 6. Rights and obligations of successor in case of death

The terms of agreement executed between landlord and tenant, shall be binding upon their successors in the event of the death of the landlord or tenant, as the case may be, and in such case, the successors of the deceased landlord or tenant shall have the same rights and obligations as agreed to in the tenancy agreement for the remaining period of such tenancy.

### Section 7. Restriction on sub-letting

(1) After the commencement of this Act, no tenant shall, except by entering into a supplementary agreement to the existing tenancy agreement,

(a) sub-let whole or part of the premises held by him as a tenant;

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

(2) Where the premises is sub-let upon entering into a supplementary agreement to the existing tenancy agreement as referred to in sub- section (1), the landlord and tenant shall jointly inform the Rent Authority about the sub-tenancy within a period of two months from the date of execution of such agreement in the Form specified in the First Schedule.

## CHAPTER III RENT

### Section 8. Rent payable

The rent payable in respect of premises shall be the rent agreed to between the landlord and the tenant in accordance with the terms of the tenancy agreement.

### Section 9. Revision of rent

(1) The revision of rent between the landlord and the tenant shall be in accordance with the terms of the tenancy agreement.

(2) Where, after the commencement of tenancy, the landlord has entered into an agreement in writing with the tenant prior to the commencement of the work and has incurred expenditure for carrying out improvement, addition or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out under section 15, the landlord may increase the rent of the premises by an amount as agreed to between the landlord and the tenant, and such increase in rent shall become effective from one month after the completion of such work.

### Section 10. Rent Authority to determine the revised rent in case of dispute

In case of any dispute between landlord and tenant regarding revision of rent, the Rent Authority may, on an application made by the landlord or tenant, determine the revised rent and other charges payable by the tenant and also fix the date from which such revised rent becomes payable.

### Section 11. Security deposit

(1) The security deposit to be paid by the tenant in advance shall be such as may be agreed upon between the landlord and the tenant in the tenancy agreement, which shall

(a) not exceed two months rent, in case of residential premises; and

(b) not exceed six months rent, in case of non-residential premises.

(2) The security deposit shall be refunded to the tenant on the date of taking over vacant possession of the premises from the tenant, after making due deduction of any liability of the tenant.

## CHAPTER IV RIGHTS AND OBLIGATIONS OF LANDLORD AND TENANT

### Section 12. Original tenancy agreement to be retained by landlord and tenant

The tenancy agreement shall be signed in duplicate by both the landlord and tenant, and one each of such original signed tenancy agreement shall be retained by the landlord and tenant.

### Section 13. Rent and other charges payable and receipt for payment thereof

(1) Every tenant shall pay rent and other charges payable within such period as agreed to in the tenancy agreement.

(2) Every landlord or his property manager shall, on receipt of payment towards rent and other charges payable within the stipulated period as mentioned in the tenancy agreement from the tenant, shall provide forthwith against acknowledgement, a duly signed receipt for the amount received by him:

Provided that where the payment of rent or other charges is made by the tenant to the landlord through the electronic mode, the bank acknowledgment thereof shall be conclusive proof of such payment.

### Section 14. Deposit of rent with Rent Authority

(1) Where the landlord refuses to accept any rent and other charges payable or refuses to give a receipt, the rent and other charges shall be paid to the landlord by postal money order or any other method, in such manner as may be prescribed, consecutively for two months, and if the landlord refuses to accept the rent and other charges within such period, then the tenant may deposit the same with the Rent Authority in such manner as may be prescribed.

(2) Where the tenant is unable to decide to whom the rent is payable during the period of tenancy agreement, the tenant may, in such case, deposit the rent with the Rent Authority in such manner as may be prescribed.

(3) Where the rent is deposited under sub-section (1) or subsection (2), the Rent Authority shall enquire the case as to whom the rent is payable and pass orders as may deem fit on the basis of the facts of the case.

(4) The withdrawal of rent and other charges payable, deposited under sub-section (1) or sub-section (2), shall not by itself operate as an admission against the landlord or any other claim made by the tenant, if the landlord withdraws it to the extent of rent agreed upon under the tenancy agreement.

### Section 15. Repair and maintenance of property

(1) Notwithstanding any agreement in writing to the contrary, the landlord and the tenant shall keep the premises in as good a condition as at the commencement of the tenancy, except for normal wear and tear, and shall respectively be responsible to repair and maintain the said premises as specified in the Second Schedule or as agreed to in the tenancy agreement.

(2) In case of common facilities shared among the tenants or with the landlord, the respective responsibilities of the tenant and landlord to repair and maintain those facilities shall be such as may be specified in the tenancy agreement.

(3) If the tenant fails or refuses to carry out the repairs referred to in sub-section (1) or sub-section (2), the landlord may carry out the repairs or remove the additional structure erected by tenant without consent of tenant and deduct the amount incurred for such repairs or removal as the case may be, from the security deposit and the amount so deducted shall be paid by the tenant within a period of one month of issue of notice by the landlord in that regard :

Provided that if the cost for such repairs exceed the security deposit, the tenant shall be liable to pay the excess cost including the security deposit so deducted to the landlord within a period of one month from the date of issuance of notice by the landlord in that regard.

(4) In case the landlord refuses to carry out the repairs referred to in sub-section (1) or sub-section (2), the tenant may carry out such repairs and deduct the expenditure incurred towards the same from the rent to be paid for the succeeding months:

Provided that in no case the deduction from rent in any one month shall exceed fifty per cent of the agreed rent for a month.

(5) Where the premises is uninhabitable without the repairs and the landlord refuses to carry out the required repairs, after being called upon by the tenant in writing to do so, the tenant may abandon the premises after giving the landlord fifteen days notice in writing.

(6) Where the premises let out on rent becomes uninhabitable for the tenant due to an event of force majeure or the tenant is unable to reside due to occurrence of such event, the landlord shall not charge rent from the tenant until the said premises is restored by the landlord, subject to the provisions of this section, to be inhabitable:

Provided that where the rented premises becomes uninhabitable as specified in sub-section (5) or this sub-section and the landlord fails to carry out the required repairs to make it inhabitable or the said premises could not be made inhabitable, then, the security deposit and advance rent shall be refunded by the landlord to the tenant within a period of fifteen days of the expiry of the notice period, after making due deduction of liability of the tenant, if any.

Explanation.- For the purposes of this section, "force majeure" means a situation of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the habitation of the tenant in the premises let out on rent.

### Section 16. Tenant to look after premises

During the subsistence of tenancy, the tenant shall

(a) not intentionally or negligently damage the premises or permit such damage;

(b) inform in writing the landlord of any damage;

(c) take reasonable care of the premises and its contents including fitting and fixtures and keep it reasonably habitable having regard to its condition at the commencement of tenancy and the normal incidence of living.

### Section 17. Entry into premises

(1) Every landlord or the property manager may enter the premises let out on rent after serving a notice, in writing or through electronic mode, to the tenant at least twenty four hours before the time of entry under the following circumstances, namely :-

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

(b) to carry out an inspection of the premises for the purpose of determining whether the premises are in a habitable state; or

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

(2) The notice referred to in sub-section (1) shall specify the day, time and reason for entry:

Provided that no person shall enter the premises before sun rise and after sun set:

Provided further that nothing contained in this section shall prevent the landlord from entering into the premises let out on rent without prior notice to the tenant in case of emergent situations like war, flood, fire, cyclone, earthquake or any other natural calamity, which may affect that premises.

### Section 18. Information as to property manager

In case the landlord has engaged a property manager, the landlord shall provide the following information to the tenant, namely:-

(a) name of the property manager;

(b) proof that such property manager is authorized by the landlord;

(c) specific purposes for which the property manager has been authorized by the landlord and the period of such authorization; and

(d) if the property manager is a legal entity, the name of the entity and the person authorized in this behalf by that legal entity who may be contacted in relation to the tenancy agreement.

### Section 19. Duties of property manager and consequences of violation of duties

(1) The duties of the property manager shall include the following, namely:-

(a) to collect rent against receipt;

(b) to do essential repairs on behalf of the landlord;

(c) to inspect the premises from time to time;

(d) to give notices to tenant for

(i) proper maintenance of the premises;

(ii) delay in payment of rent;

(iii) revision of rent;

(iv) vacation of premises;

(v) renewal of tenancy;

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

(f) any other matters relating to tenancy to be acted upon only on the instructions of the landlord.

(2) Where the property manager acts, in contravention of the provisions of sub-section (1) or against the instructions of the landlord, the Rent Authority may, on an application made to it by the landlord or tenant in that behalf, remove the property manager or impose such costs on the property manager so as to compensate any loss incurred by the landlord or tenant due to such contravention.

### Section 20. Withholding essential supply or service

(1) No landlord or property manager shall, either by himself or through any other person, withhold any essential supply or service in the premises occupied by the tenant.

(2) In case of contravention of provisions of sub-section (1) and on application made by the tenant in this behalf, the Rent Authority after examining the matter, may pass an interim order directing the restoration of supply of essential services immediately on service of such order upon the landlord or property manager, as the case may be, pending the inquiry referred to in sub-section (3).

(3) The Rent Authority shall conduct an enquiry in respect of the application made by the tenant under sub-section (2), and complete the inquiry within one month of filing such application.

(4) The Rent Authority may, after giving a reasonable opportunity of being heard, award compensation not exceeding two months rent to be paid by the person responsible for withholding the essential supply, so as to compensate the loss incurred.

(5) The Rent Authority may levy a penalty of a sum not exceeding twice the monthly rent to the tenant, if it finds that the application was frivolous or vexatious.

Explanation.-For the purposes of this section, essential services includes supply of water, electricity, piped cooking gas supply, lights in passages, lifts and on staircase, conservancy, parking, communication links and sanitary services.

## CHAPTER V EVICTION AND RECOVERY OF POSSESSION OF PREMISES BY LANDLORD

### Section 21. Eviction and recovery of possession of premises by Landlord

(1) A tenant shall not be evicted during the continuance of tenancy agreement unless otherwise agreed to in writing by the landlord and tenant, except in accordance with the provisions of sub- section (2) or in accordance with the provisions of section 22.

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

(a) that the tenant does not agree to pay the rent payable under section 8:

(b) that the tenant has not paid the arrears of rent and other charges payable in full as specified in sub-section (I) of section 13 for two consecutive months, including interest for delayed payment as may be specified in the tenancy agreement within a period of one month from the date of service of notice of demand for payment of such arrears of rent and other charges payable to the landlord in the manner provided in sub-section (4) of section 106 of the Transfer of Property Act, 1882 (4 of 1882);

(c) that the tenant has, after the commencement of this Act, parted with the possession of whole or any part of the premises without obtaining the written consent of the landlord:

(d) that the tenant has continued to misuse the premises even after receipt of notice from the landlord to desist from such misuse.

Explanation.- For the purposes of this clause, "misuse of premises" means encroachment of additional space by the tenant or use of premises which causes public nuisance or causes damage to the property or is detrimental to the interest of the landlord or for immoral or illegal purposes;

(e) where it is necessary for the landlord to carry out any repair or construction or rebuilding or addition or alteration or demolition in respect of the premises or any part thereof, which is not possible to be carried out without the premises being vacated:

Provided that after such repair, construction, rebuilding, addition or alteration, the tenant may be allowed to reoccupy the premises only when it has been mutually agreed to between the landlord and the tenant and a new tenancy agreement has been submitted with the Rent Authority:

Provided further that the tenant shall not be allowed to reoccupy the premises:

(i) in the absence of submission of such mutual tenancy agreement with the Rent Authority; and

(ii) in cases where the tenant has been evicted under the orders of a Rent Court;

(f) that the premises or any part thereof is required by the landlord for carrying out any repairs, construction, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use by the competent authority.

Explanation.-For the purposes of this clause, the expression "competent authority" means the Municipal Corporation or the Municipality or the Development Authority or any other authority, as the case may be, which provides permission on matters relating to repair or redevelopment or demolition of building or permission for change in land use:

(g) that the tenant has given written notice to vacate the premises let out on rent and in consequence of that notice the landlord has contracted to sell the said premises or has taken any other step, as a result of which his interests would seriously suffer if he is not put in possession of that premises:

(h) that the tenant has carried out any structural change erected any permanent structure in the premises let out on rent without the written consent of the landlord.

(3) No order for eviction of the tenant on account of failure to pay the rent specified in clause (b) of sub-section (2) shall be made, if the tenant makes payment to the landlord or deposits with the Rent Court the arrears of rent and other charges payable, if any, including interest within one month from the date of service of the said demand notice upon him.

(4) Where the tenant fails to pay rent consecutively for two months subsequent to the grant of the relief specified in sub-section (3) in any one year, then the tenant shall not be entitled to such relief again.

(5) In any proceedings for eviction under clause (e) of sub-section (2), the Rent Court may allow eviction from only a part of the premises, if the landlord agrees for the same.

### Section 22. Eviction and recovery of possession of premises in case of death of landlord

(1) Notwithstanding anything contained in this Act or any other law for the time being in force, in case of death of the landlord, where there is a bonafide requirement of the premises let out on rent by the legal heirs of the landlord during the period of tenancy, such legal heirs may file an application in this behalf for eviction and recovery of possession of the said premises before the Rent Court in such form and manner, as may be prescribed.

(2) The Rent Court may, on an application made to it under subsection (1), if it is satisfied that the legal heirs of the deceased landlord are in bonafide requirement of the premises let out on rent, pass necessary orders against the tenant for handing over vacant possession of the said premises to the legal heirs of the deceased landlord.

### Section 23. Enhancement of rent in case of refusal by tenant to vacate

Where the tenant fails to vacate the premises let out on rent in accordance with the tenancy agreement on the expiration of the period of tenancy or termination of tenancy by an order or notice under the provisions of this Act, such tenant shall be liable to pay the landlord-

(a) twice the monthly rent for the first two months; and

(b) four times the monthly rent thereafter till the tenant continues to occupy the said premises.

### Section 24. Refund of advance rent by landlord

(1) Where a landlord exercises the right of recovery of possession under sub-section (2) of section 21 or under section 22, and he had received any rent or any other payment in advance from the tenant, he shall before recovery of possession, refund to the tenant such amount after deducting the rent and other charges due to him.

(2) If the landlord fails to make any refund, he shall be liable to pay simple interest to the tenant at such rate as may be prescribed from time to time on the amount which he has omitted or failed to refund.

### Section 25. Payment of rent during eviction proceedings

In any proceedings for recovery of possession on any ground other than that referred to in clause (a) or clause (b) of sub-section (2) of section 21, where the tenant contests the claim for eviction, the landlord may at any stage of the proceedings apply to the Rent Court to direct the tenant to pay him the rent payable, as under section 8, and the Rent Court may order the tenant to make such payment and all other charges due from the tenant along with penal charges, if any, due to delay in payment, in accordance with the provisions of sub-section (1) of section 14.

### Section 26. Permission to build additional structures

(1) Tenant shall not carry out any structural change or erect any permanent structure in the premises let out on rent without the written consent of the landlord.

(2) Where the landlord proposes to make any improvement in or construct any additional structure on any premises which has been let out to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure, the landlord may make an application in this behalf to the Rent Court.

(3) On an application made by the landlord under sub-section (2), if the Rent Court is satisfied that the landlord is ready and willing to commence the work which is necessary, the Rent Court may permit the landlord to do such work and may make such other order as it may deem fit:

Provided that such improvement or additional structure shall not decrease or diminish or deteriorate the accommodation or housing services in the premises which may cause undue hardship to the tenant:

Provided further that it shall be the responsibility of the tenant to remove any such additional structure built by tenant without consent of landlord.

### Section 27. Special provision regarding vacant land

(1) Notwithstanding anything contained in section 21 or section 22, where any premises let out for rent comprises vacant land, upon which it is permissible under the municipal bye-laws for the time being in force to erect any building whether for residence or for any other purpose, and the landlord who intends to erect such building is unable to obtain possession of the same from the tenant on the basis of the tenancy agreement, the landlord or, in case of death of the landlord, his legal heirs, may file an application in this behalf, in such form and manner as may be prescribed, before the Rent Court.

(2) The Rent Court may, on receipt of the application referred to in sub-section (1), if it is satisfied that the landlord is or, as the case may be, his legal heirs are ready and willing to commence the work and that the severance of the vacant land from the rest of the premises shall not cause undue hardship to the tenant-

(a) direct such severance after such enquiry as it may deem fit;

(b) place the landlord in possession of the vacant land;

(c) determine the rent payable by the tenant in respect of the rest of the premises; and

(d) make such other orders as it may deem fit in the circumstances of the case.

### Section 28. Vacant possession to landlord

Notwithstanding anything contained in any other law for the time being in force, where the interest, of a landlord or in case of death of the landlord, of his legal heirs in any premises is determined for any reason whatsoever and any order is made by the Rent Court under this Act for the recovery of possession of such premises, such order shall,

subject to the provisions of sub-section (3) of section 21, be binding on all occupants who may be in occupation of the premises and vacant possession thereof shall be given by all such occupants to the landlord or to the legal heirs of the landlord.

### Section 29. Provisions regarding notice of giving up possession by tenant

Notwithstanding anything contained in this Act or any other law for the time being in force, a tenant may give up possession of the premises on giving such written notice as is required under the tenancy agreement and in the absence of any stipulation relating to such notice, the tenant shall give notice to the landlord of at least one month before giving up possession of the premises.

## CHAPTER VI RENT AUTHORITIES, THEIR POWERS AND APPEALS

### Section 30. Rent Authority

The District Collector or District Magistrate shall, with the previous approval of the Government, appoint an officer, not below the rank of Deputy Collector, to be the Rent Authority within his jurisdiction.

### Section 31. Power and procedure of Rent Authority

The Rent Authority shall have all the powers as are vested in a Rent Court under this Act in respect of any proceedings initiated under sections 4, 9, 10, 14, 15, 19 or section 20 and the procedure as laid down in sections 35 and 36 shall apply in such proceedings.

### Section 32. Appeals

(1) Any person aggrieved by the order of the Rent Authority may prefer an appeal to the Rent Court having territorial jurisdiction.

(2) The appeal under sub-section (1) shall be preferred within a period of thirty days from the date of the order of the Rent Authority.

## CHAPTER VII RENT COURTS AND RENT TRIBUNALS

### Section 33. Rent Court

The District Collector or District Magistrate shall, with the previous approval of the Government, appoint Additional Collector or Additional District Magistrate or an officer of equivalent rank, to be the Rent Court for the purposes of this Act, within his jurisdiction.

### Section 34. Rent Tribunal

The Government may, in consultation with the jurisdictional High Court, by notification, appoint District Judge or Additional District Judge as Rent Tribunal in each district.

### Section 35. Procedure to be followed in Rent Court and Rent Tribunal

(1) Save as provided in this section, nothing contained in the Code of Civil Procedure, 1908 (5 of 1908) shall apply to the Rent Courts and Rent Tribunals, which shall be guided by the principles of natural justice and shall have power to regulate their own procedure in the following manner, namely:-

(a) the landlord or the tenant may file an application or appeal before the Rent Court or, as the case may be, the Rent Tribunal accompanied by affidavit and documents, if any;

(b) the Rent Court or, as the case may be, the Rent Tribunal shall then issue notice to the opposite party. accompanied by copies of application or appeal, affidavit and documents;

(c) the opposite party shall file a reply accompanied by affidavit and documents, if any, after serving a copy of the same to the applicant;

(d) the applicant may file a rejoinder, if any, after serving the copy to the opposite party;

(e) the Rent Court or, as the case may be, the Rent Tribunal shall fix a date of hearing and may hold such summary inquiry as it deems necessary.

(2) The Rent Court or, as the case may be, the Rent Tribunal shall endeavor to dispose the case as expeditiously as possible, not exceeding a period of sixty days from the date of receipt of the application or appeal:

Provided that where any such application or, as the case may be, appeal could not be disposed of within the said period of sixty days, the Rent Court or the Rent Tribunal shall record its reasons in writing for not disposing of the application or appeal within that period.

(3) In every application or appeal, before the Rent Court or the Rent Tribunal, the evidence of a witness shall be given by affidavit :

Provided that the Rent Court or, as the case may be, the Rent Tribunal may, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination, order attendance of such witness to be present for examination or cross-examination.

(4) The provisions of the Code of Civil Procedure, 1908 (5 of 1908) regarding service of summons shall be applicable mutatis mutandis for service of notice by the Rent Court or Rent Tribunal.

(5) Every application or appeal shall be in such form as may be prescribed.

(6) The Rent Authority or Rent Court or the Rent Tribunal as the case may be, shall not allow more than three adjournments at the request of a party throughout the proceedings and in case of reasonable and sufficient cause to do so, it shall record the reasons for the same in writing and order the party requesting adjournment to pay a reasonable cost.

(7) Every application under clauses (a), (b), (e), (f) and (g) of subsection (2) of section 21 or under section 22 shall be decided within ninety days from the date of filing of such application in the Rent Court.

(8) The Rent Court shall decide every application filed under clause (c) and (d) of sub-section (2) of section 21 within thirty days from the date of filing of such application.

### Section 36. Powers of Rent Court and Rent Tribunal

(1) The Rent Court and the Rent Tribunal shall, for discharging their functions under this Act, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908) for the purposes of,-

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

(b) requiring the discovery and production of documents;

(c) issuing commissions for examination of the witnesses or documents;

(d) issuing commission for local investigation;

(e) receiving evidence on affidavits;

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

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

(h) execution of its orders and decisions under this Act without reference to any civil court;

(i) reviewing its orders and decisions;

(j) revision of orders and decisions of Rent Authority and Rent Court and;

(k) any other matter, which may be prescribed.

(2) Any proceedings before the Rent Court or Rent Tribunal shall be deemed to be a judicial proceeding within the meaning of section 229 and 267, and for the purpose of section 233, of the Bharatiya Nyaya Sanhita, 2023 (no. 45 of 2023); and the Rent Court and the Rent Tribunal shall be deemed to be a civil court for the purposes of section 215 and Chapter XXVIII of the Bharatiya Nagarik Suraksha Sanhita, 2023.

(3) For the purposes of holding any inquiry or discharging any duty under this Act, the Rent Court may, -

(a) after giving not less than twenty-four hours notice in writing, enter and inspect or authorize any officer, subordinate to it, to enter and inspect, any premises at any time between sunrise and sunset;

(b) by written order, require any person to produce for its 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 Court may, if it thinks fit, appoint one or more persons having special knowledge of the matter under consideration as an assessor or valuer to advise it in the proceeding before it.

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

(6) The Rent Court may exercise the powers of a Judicial Magistrate of the first class for the recovery of the fine under the provisions of the Bharatiya Nagarik Suraksha Sanhita, 2023 and the Rent Court shall be deemed to be a Magistrate under the said Sanhita for the purposes of such recovery.

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

of a civil court.

(8) The Rent Court may set aside any order passed ex-parte if the aggrieved party files an application and satisfies it that notice was not duly served or that he was prevented by any sufficient cause from appearing when the case was taken up for hearing.

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

### Section 37. Appeal to Rent Tribunal

(1) Any person aggrieved by an order passed by the Rent Court, may prefer an appeal along with a certified copy of such order to the jurisdictional Rent Tribunal within the local limits of which the premises is situated, within a period of thirty days from the date of that order.

(2) The Rent Tribunal, upon filing an appeal under sub-section (1) shall serve notice, along with a 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 sixty days from such date of service.

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

Provided that no such document shall be allowed more than once during the hearing.

(4) The 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 Rent Tribunal may, after recording reasons therefore, confirm, set aside or modify the order passed by a Rent Court.

### Section 38. Execution of order

(1) The Rent Court shall, on an application filed by any party, execute an order of a Rent Court or a Rent Tribunal or any other order made under this Act, in such manner as may be prescribed, by-

(a) delivering possession of the premises to the person in whose favour the decision has been made; or

(b) attaching one or more bank accounts of the opposite party for the purpose of recovering the amount specified in such order; or

(c) appointing any advocate or any other competent person including officers of the Rent Court or local administration or local body for the execution of such order.

(2) The Rent Court may take the help from the Government or local body or the local police for the execution of the final orders:

Provided that no applicant shall obtain police help unless he pays such costs as may be decided by the Rent Court.

(3) The Rent Court shall conduct the execution proceedings, in relation to its order or an order of a Rent Tribunal or any other order passed under this Act, in a summary manner and dispose of the application for execution made under this section within a period of thirty days from thedate of service of notice on opposite party.

## CHAPTER VIII MISCELLANEOUS

### Section 39. Officers and other employees of Rent Authority, Rent Court and Rent Tribunal

The Government may, in consultation with the Rent Authority or Rent Court or Rent Tribunal, determine the nature and categories of officers and other employees as it considers necessary and appoint such officers and other employees for the efficient discharge of their functions under this Act.

### Section 40. Jurisdiction of civil courts barred in respect of certain matters

(1) Save as otherwise provided in this Act, no civil court shall entertain any suit or proceeding in so far as it relates to the provisions of this Act.

(2) The jurisdiction of the Rent Court shall be limited to tenancy agreement submitted to it as specified in the First Schedule and shall not extend to the question of title or ownership of premises.

### Section 41. Court fees

(1) The provisions of the Court Fees Act, 1870 (7 of 1870) shall apply in respect of applications or appeals to be presented before the Rent Authority or Rent Court or Rent Tribunal, as the case may be.

(2) For the purposes of computation of court fees, the application for recovery of possession made to the Rent Court

and the memorandum of appeals presented before the Rent Tribunal shall be deemed to be a suit between the landlord and the tenant.

(3) The court fees for the application filed before the Rent Authority shall be same as that of an interlocutory application presented in a civil court.

### Section 42. Members, etc., to be public servants

Every member of Rent Authority, Rent Court and Rent Tribunal appointed under this Act shall be deemed to be a public servant within the meaning of section 2 (28) of the Bharatiya Nyaya Sanhita, 2023 (no. 45 of 2023).

### Section 43. Protection of action taken in good faith

No suit, prosecution or other legal proceeding shall lie against any person, Rent Authority, Rent Court or Rent Tribunal in respect of anything which is in good faith done or intended to be done in pursuance of this Act.

### Section 44. Power to make rules

(1) The Government may, subject to the condition of previous publication, make rules for carrying out the provisions of this Act.

(2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:-

(a) the form and manner of digital platform to be put in place by the Rent Authority in the local vernacular language or the language of the Union territory of Jammu and Kashmir for enabling submissions of documents under sub-section (3) of section 4;

(b) the manner of payment of rent and other charges to the landlord by the tenant by postal money order or any other method and the manner of deposit of rent and other charges with the Rent Authority on refusal by landlord to accept the same under sub-section (1) and the manner of deposit of rent with the Rent Authority under sub-section (2), of section 14;

(c) manner of making an application for the recovery of possession of the premises under sub-section (2) of section 21

(d) form and manner of making an application for the recovery of possession of the premises under sub- section (1) of section 22;

(e) rate of interest payable to the tenant where the landlord fails to make refund under sub-section (2) of section 24;

(f) the form and manner of filing application by the landlord before the Rent Court for obtaining possession of the premises let out on rent for erecting building under sub-section (1) of section 27;

(g) the form of filing application before Rent Court and appeal before the Rent Tribunal under sub-section (5) of section 35;

(h) any other matter to be provided under clause (k) of sub-section (1) of section 36;

(i) the manner of execution of an order of a Rent Court or a Rent Tribunal or any other order made under this Act under sub-section (1) of section 38;

(j) any other matter which is required to be, or may be, prescribed under the provisions of this Act.

### Section 45. Laying of rules

Every rule made by the Government under this Act shall be laid as soon as may be, after it is made, before the Legislature of Union territory of Jammu and Kashmir.

### Section 46. Power to remove difficulties

(1) If any difficulty arises in giving effect to the provisions of this Act, the Government may, by order published in the Official Gazette, not inconsistent with the provisions of this Act, remove the difficulty:

Provided that no such order shall be made after the expiry of a period of two years from the commencement of this Act.

(2) Every order made under this section shall, as soon as may be after it is made be laid before House of Legislature of Union Territory of Jammu and Kashmir.

### Section 47. Repeal and savings

(1) The Jammu and Kashmir Residential and Commercial Tenancy) Act, 2012 which is in force immediately before the commencement of this Act, is hereby repealed.

(2) Notwithstanding such repeal, all cases and other proceedings under the Jammu and Kashmir (Residential and Commercial Tenancy) Act, 2012 pending, at the commencement of this Act, shall be continued and disposed of in accordance with the provisions of the said Act as above, as if that Act had continued to be in force and this Act had not been enacted.

## Schedules

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

THE FIRST SCHEDULE (official file, page 23)

THE SECOND SCHEDULE (official file, page 25)

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