The Rajasthan Rent Control Act, 2001

Act Rajasthan Act No. 1 of 2003. 43 sections. Bare Act with the official footnotes.

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Official file: https://indiacode.gov.in/server/api/core/bitstreams/92622ff5-bf53-476c-bcf2-a5c1bf0fb275/content

Every section online, with the old and new law side by side and exam questions:
https://www.lawmaker.in/bare-acts/rajasthan-rent-control-act-2001

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An

act

to provide for control of eviction from, letting of, and rents for, certain premises in the State of Rajasthan and matters incidental thereto.

Be it enacted by the Rajasthan State Legislature in the Fifty-second 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 Rajasthan Rent control Act, 2001.

(2) It shall extend in first instance to such of the municipal areas which are comprising the District Headquarters in the State and later on to such of the other municipal areas [1][xxx] as the State Government may, by notification in the official Gazette, specify from time to time.

(3) It shall come into force with effect from such date I as the State Government may/ by notification in the Official Gazette, appoint.

[1] Deleted by Section 2 of Act 1 of 2006 Published in the Rajasthan Gazette Extra-Ordinary Pt 4-(A) 11.03.2003

Section 2. Definitions

In this Act, unless subject or context otherwise requires,-

(a) "amenities" includes supply of water and electricity, passages, staircase, natural light, lavatories, lifts, conservancy, sanitary services, telephone services, T. V. Cable services or the like;

(b) Appellate Rent Tribunal" means Appellate Rent Tribunal constituted under section l9;

(c) "landlord" means any person ho for the time being is receiving or is entitled to receive the rent of any premises, whether on his own account or as an agent, trustee, guardian or receiver for any other person, or who would so receive or be entitled to receive the rent, if the premises were let to a tenant;

(d) "lease" means a lease as defined under the Transfer of Property Act, 1882 (Central Act No. 4 of 1882);

(e) "Municipal Area" means the municipal area as defined under the Rajasthan municipalities Act, [1][2009 (Act No. 18 of 2009)];

(f) "Premises" means-

(a) any land not being used for agricultural purposes; and

(b) any building or part of a building (other than a farm building) let or intended to be let for use as a residence or for commercial use or for any other purpose, including,-

(i) the gardens, grounds, godowns, garages and out-houses, if any, appurtenant to such building or part,

(ii) any furniture supplied by the landlord for use in such building or part,

(iii) any fittings affixed to, and amenities provided in, such building or part for the more beneficial enjoyment thereof, and

(iv) any land appurtenant to and let with any such building or part, but does not include a room or other accommodation in a hotel, dharamshala, inn, sarai, lodging house, boarding house or hostel;

Explanation:-In absence of a contract to the contrary, the top of the roof shall not form part of the premises let out to a tenant;

[2][(fa) "Rent Authority" means the officer appointed under Sec. 22-A;]

(g) "Rent Tribunal" means a Rent Tribunal constituted under section 13;

(h) "senior citizen" means a citizen of India who has attained the age of sixty five years or more;

(i) "tenant" means-

(i) the person by whom or on whose account or behalf rent is, or but for a contract express or implied, would be payable for any premises to his landlord including the person who is continuing in its possession after the termination of his tenancy otherwise than by an order or decree for eviction passed under the provisions of this Act; and

(ii) in the event of death of the person referred to in sub-clause (i),-

(a) in case of premises let out for residential purposes, his surviving spouse, son, daughter, mother and father who had been ordinarily residing with him in such premises as member of his family upto his death;

(b) in case of premises let out for commercial or business purposes, his surviving spouse, son, daughter, mother and father who had been ordinarily carrying on business with him in such premises as member of his family upto his death; and

(j) ".Tribunal" means an Appellate Rent Tribunal or a Rent Tribunal, as the case may be.

[1] Substituted By THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017 for " 1959 (Act No. 38 of 1959"

[2] Inserted By section 2(ii) of THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017

Section 3. Chapter II and III not to apply to certain premises and tenancies

Nothing Contained in Chapter II and III of this Act shall apply,-

[(i). (ii) and (iii) *****.][1]

(a) rupees seven thousand or more in the case of the premises situated in the municipal area of Jaipur city;

(b) rupees four thousand or more, in the case of premises let out at places situated in the municipal areas comprising the Divisional Headquarters Jodhpur, Ajmer, Kota, Udaipur and Bikaner;

(c) rupees two thousand or more, in case of premises let out at places situated in other municipal areas. to which this Act extends for the time being;

(i) to any premises belonging to or let out by the Central Government or the State Government or a local authority;

(ii) to any premises belonging to or let out by anybody corporate constituted by a Central Act or a Rajasthan Act;

(iii) to any premises belonging to a Government company as defined under section 617 of the Companies Act, 1956 (Central Act No. 1 of 1956);

(iv) to any premises belonging to the Devasthan Department of the State, which are managed and controlled by the state Government or to any property of a Wakf, registered under the Wakf Act,1995 (Central Act No. 43 of 1995);

(v) to any premises belonging to such religious, charitable or educational trust or class of such trusts as may be specified by the State Government by notification in the Official Gazette;

(vi) to any premises belonging to or vested in a University established by any law for the time being in force;

(vii) to any premises let to banks, or any Public Sector Undertakings or any Corporation established by or under any Central or State Act, or multinational companies, and private limited companies or public limited companies

having a paid up share captial of rupees one crore or more;

Explanation.-For the purpose of this clause the expression "bank" means,-

(i) the State Bank of India constituted under the State Bank of India Act, 1955 (Central Act No. 23 of 1955);

(ii) a subsidiary bank as defined in the State Bank of India (Subsidiary Banks) Act, 1959 (Central Act No. 38 of 1959);

(iii) a corresponding new bank constituted under section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 (Central Act No. 5 of 1970) or under section 3 of the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1980 (Central Act No. 40 of 1980);

(iv) any other bank, being a scheduled bank as defined in clause (e) of section 2 of the Reserve Bank of India Act, 1934 (Central Act No. 2 of 1934); and

(xi) to any premises let out to a citizen of a foreign country or to I an Embassy/ High commission, Legation or other Body of a foreign

State, or such international organisation as may be specified by the State Government by noti- fication in the official Gazette.

[1] Deleted By Section 3 of Section 3 of THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017

Section 4. Rent to be as agreed

(1) The rent Payable for any premises shall, subject to other provisions of this Act, be such as may be agreed upon between the landlord and the tenant and it shall not include the charges payable for amenities which may be agreed upon separately; and shall be payable accordingly.

Section 5. Payment and remittance of rent by tenant

(1) Unless agreed othervise every tenant shall pay the rent by the fifteenth day of the month next following the month for which the rent is payable.

(2) Every tenant who makes a payment on account of rent shall be entitled to obtain a receipt of the amount paid duly signed by the landlord or his duly authorised agent.

(3) A tenant may make payment to the landlord or his duly authorised agent, by the any of the following methods:-

a. by personal payment, by cash, by Cheque or Bank Draft, or b. by payment in the bank account as may be specified by the landlord, or c. by remitting through postal money order.

(4) The landlord shall disclose to the tenant his bank account number and name of the bank in the same municipal area, in the rent agreement or by a notice sent to him by registered post, acknowledgement due.

CHAPTER-II REVISION OF RENT

Section 6. Revision of rent in respect of existing tenancies

(1) Notwithstanding anything contained in any agreement, where the premises have been let out before the commencement of this Act, the rent thereof shall be liable to be revised according to the formula indicated below:-

(a) where the premises have been let out prior to lst January, 1950, it shall be deemed to have been let out on lst January, 1950 and the rent payable at that time shall be liable to be increased. at the rate of [1][5] % per annum and the amount of increase of rent shall be merged in such rent after ten years. The amount of rent so arrived at shall again be liable to be increased at the rate of [2][5] % per annum in similar manner upto the year of commencement of this Act-

(b) where the premises have been let out on or after lst January, 1950, the rent payable at the time of commencement of the tenancy shall be liable to be increased at the rate of [3][5] % per annum and the amount of increase of rent shall be merged in such rent after ten years. The amount of rent so arrived at shall again be liable to be increased at the rate of [4][5] % per annum in similar manner upto the year of commencement of this Act-

Illustration :- If the rent was Rs. 100 per month on 1st January, 1950, it shall become Rs. 175/- per month on lst January, 1960. It shall become Rs. 306.30 per month on 1st January, 1970 and Rs. 536.30 per month on 1st January, 1980.

(2) Notwithstanding anything contained in subsection (1), where the period of ten years for merger of increase of rent under sub-section (1) is not- completed upto the year of the commencement of this Act, the rent at the rate of [5][5] % per annum shall be increased upto the year of the commencement of this Act and the amount of increase of rent shall be merged in rent.

(3) The rent arrived at according to the formula given in sub-sections (1) and (2) shall, after completion of each year from the year of commencement of this Act, again be liable to be increased and paid at the rate of [6][5] % per annum

and the amount of increase of rent shall be merged in such rent after ten years. Such rent shall further be liable to be increased at similar rate and merged in similar manner till the tenancy subsists.

(4) The rent revised as per formula given under subsection (1) or sub-section (2) shall be payable, after the commencement of this Act, from the date agreed upon between the landlord and the tenant or where any petition is filed in a Rent Tribunal, from the date of filing of such petition.

[1] Substituted for "7.5%" vide Act No. 1 of 2006, w.e.f 22-02-2006
[2] Ibid
[3] Ibid
[4] Ibid
[5] Ibid
[6] Ibid

Section 7. Revision of rent in respect of new tenancies

(1) In the absence of any agreement to the contrary, the rent of the premises let out after the commencement of this Act shall be liable to be increased at the rate of 5 % per annum and the amount of increase of rent shall be merged in such rent after ten years. Such rent shall further be liable to be increased at the similar rate and merged in similar manner till the tenancy subsists.

(2) Any agreement for increase of rent in excess of 5% per annum shall be void to that extent.

CHAPTER-III TENANCY

Section 8. Limited period tenancy

(l) A landlord may let out the premises for residential purposes for a limited period not exceeding three years.

(2) In such cases the landlord and the proposed tenant shall submit a joint petition before the Rent Tribunal for permission to enter into the limited period tenancy and for grant of certificate for recovery of possession.

(3) The rent tribunal shall grant permission immediately and issue certificate for recovery of possession of such premises executable on expiry of the period mentioned in the certificate. However, such permission shall not be granted for more than three times for the same premises:

Provided that the certificate for recovery of possession issued in this section shall lapse if petition for execution thereof has not been filed before the Tribunal within six months from the date such certificate becomes executable.

Section 9. Eviction of tenants

Notwithstanding anything contained in any other law or contract but subject to other provisions of this Act, Rent Tribunal shall not order eviction of tenant unless it is satisfied that,-

(a) the tenant has neither paid nor tendered the amount of rent due from him for four months:

Provided that the ground under this clause shall not be available to the landlord if he has not disclosed to the tenant his hank account number and name of the bank in the same Municipal area, in the rent agreement or by a notice sent to him by registered post, acknowledgment due :

Provided further that no petition on the ground under [his clause shall he filed unless the landlord has given it notice to the tenant by registered post, acknowledgment due, demanding arrears of rent and the tenant has not made payment of arrears of rent within a period of thirty days from the (late of service of notice.

Explanation. - For the purposes of this clause, the rent shall be deemed to have been tendered when the sane is remitted through money order to the landlord by properly addressing the same; [1][or having been deposited with the Rent Authority;]; or

(b) the tenant has wilfully caused or permitted to be caused substantial damage to the premises; or

(c) the tenant has without written permission of the landlord made or permitted to be made any construction which has materially altered the premises or is likely to diminish the value thereof; or

(d) the tenant has created a nuisance or has done any act which is inconsistent with the purpose for which he was admitted to the tenancy of the premises or which is likely to affect adversely and substantially the landlord's interest therein; or

(e) the tenant has assigned, sub-let or otherwise parted with the possession of the whole or part of the premises without the written permission of the landlord;

Explanation:-If it is established that some person other than the tenant is in the exclusive possession of the whole or part of the premises, it shall be presumed that the tenant has either sub-let or parted with the possession of the whole or part of the premises, as the case may be; or

(f) the tenant has renounced his character as such or denied the title of the landlord and the latter has not waived his right or condoned the conduct of the tenant; or

(g) the premises were let out for residential purposes but have been put to commercial use wholly or partially; or

(h) the premises were let out to the tenant for residential purposes by reason of his being in the service or employment of the landlord and the tenant has ceased to be in such service or employment; or

(i) the premises are required reasonably and bonafide by the landlord for the use or occupation of himself or his family or for the use or occupation, of any person for whose benefit the premises are held :

Provided that where decree of eviction from any premises is sought by the landlord under clause (i), he shall be prohibited from letting out the same to any other person within a period of three years and in case the premises are let-out, the tenant shall be entitled for restoration of possession on a petition moved by him before the Rent Tribunal and the Rent Tribunal shall dispose of such petition expeditiously and the procedure as laid down in section 16 shall mutatis mutandis apply; or

(j) the tenant has built or acquired vacant possession of or has been allotted suitable premises adequate for his requirement; or

(k) the premises have not been used without reasonable cause for the purpose for which they were let for a continuous period of six months immediately preceding the date of the petition; or

(l) the landlord has been required by any authority under any law to abate the overcrowding of the premises; or

(m) the landlord requires the premises in order to carry out any building work,-

(i) at the instance of the State Government or a local authority in pursuance of an improvement scheme or development scheme; or

(ii) Because the premises have become unsafe or unfit for human habitation.

[1] Inserted By THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017

Section 10. Right of landlord to recover immediate possession in certain cases

(l) Notwithstanding anything to the contrary contained in this Act or any other law for the time being in force or in any contract or usage,-

(i) A landlord shall, on a petition being filed in this behalf in the Rent Tribunal, be entitled to recover immediate possession of a residential premise, if he,-

(a) is or was a member of any armed forces or paramilitary forces of the Union and aforesaid petition is filed within one year, prior to or subsequent to the date of retirement, release or discharge, as the case may be, or within a period of one year from the date of commencement of this Act, whichever is later;

(b) is or was an employee of the Central Government or the State Government or local bodies or State owned corporations and files the aforesaid petition within a period prior to or subsequent to the date of his retirement or within a period of one year from the date of the commencement of this Act, whichever is later;

(c) has become a senior citizen and files the aforesaid petition after the expiry of three years from the date of letting out of premises;

(ii) a dependent legal representative of a landlord, who was a member of any armed forces or paramilitary forces of the Union and has died during the course of his employment, shall, on a petition being filed in this behalf in the Rent Tribunal, be entitled to recover immediate possession of the residential premises, if the petition is filed by him within a period of one year after the death of such member or within a period of one year from the date of commencement of this Act, whichever is later;

(iii) after the death of a landlord, his widow shall, on a petition being filed in this behalf - in the Rent Tribunal, be entitled to recover immediate possession of the residential premises, if the petition is filed by her within a period of one year from the date of death of her husband.

(2) Where the landlord has let out more than one premises, the petition under sub-section (1) shall be maintainable in respect of one rented premises only to be chosen by the landlord and petition under sub-section (1) shall be maintainable only If the petitioner is not residing in his own premises in the same municipal area.

(3) Where a landlord, after letting out his premises on the ground floor, has incurred such permanent disability due to which he is unable to use staircase and requires the ground floor premises for his own residence, he shall, on a petition being filed in this behalf in the Rent Tribunal, be entitled to recover immediate possession of such ground floor premises on his furnishing a certificate from duly constituted Medical Board of a Government Hospital about such a permanent disability and on satisfying the rent Tribunal that he has no suitable residential premises of his own on

ground floor in his possession in the same municipal area:

Provided that if tenant is prepared to vacate ground floor premises in exchange of premises in occupation of landlord on the upper floor, the Rent Tribunal shall pass order of immediate possession in favour of landlord only on the condition that the landlord shall make available proportionately equal portion of the premises in his occupation on the upper floor to the tenant on such terms and conditions as may be fixed by the Rent Tribunal.

(4) Where the landlord has recovered possession of the premises under this section, he shall be prohibited from letting out the same to any other person within a period of three years and in case the premises are let out, the tenant shall be entitled for restoration of possession on an application moved by him before the Rent Tribunal and the Rent Tribunal shall dispose of such application expeditiously and the procedure as laid down in section shall -mutatis mutandis apply.

Explanation.-For the purpose of this section -the expression "landlord" shall mean the owner of the residential premises.

CHAPTER-IV RESTORATION OF POSSESSION OF ILLEGALLY EVICTED TENANT AND PROCEDURE THEREOF

Section 11. Restoration of possession of illegally dispossessed tenant

If any tenant is dispossessed by landlord from the rented premises without his consent otherwise than by due process of law, he may within thirty days from the date of knowledge of such dispossession, file a petition before the Rent Tribunal for restoration of possession thereof.

Section 12. Procedure for recovery of possession

(l) The tenant or any person claiming recovery of possession under section ll of this Act shall file a petition before the Rent Tribunal and such petition shall be accompanied by affidavits and documents if any, upon which, tenant or person entitled to recover possession wants to rely.

(2).The Rent Tribunal upon filing of petition under subsection (1) shall issue notice accompanied by copies of petition affidavits and documents fixing a date not later than twenty one days from the date of service of notice requiring the landlord to submit reply accompanied by affidavits and documents on which the landlord relies. The service of notice shall be effected through process server of the Tribunal or the Civil Court as well as by registered post, acknowledgement due. Notice duly served by any of these modes shall be treated as sufficient service.

(3) The landlord may submit his reply, affidavits and documents after serving copies of the same on the petitioner within a period not exceeding ten days from the date of service of notice. The petitioner may file rejoinder, if any, after serving copy of the same on the landlord within a period of seven days from the date of service of reply. The Rent Tribunal shall thereafter fix a date of hearing, which shall not be later than fifteen days from the date fixed for filing of rejoinder. The petition shall be disposed of within a period of ninety days from the date of service of notice on the landlord.

(4) The Rent Tribunal after holding such summary enquiry as it deems necessary to determine whether petitioner has been illegally dispossessed from the rented premises without his consent otherwise than by due process of law, shall dispose of the petition by ordering immediate restoration of possession of such premises to the tenant. The Tribunal may also award adequate compensation to the tenant for the hardship and inconvenience caused to him looking to the facts and circumstances of the case which shall be payable by landlord and the Tribunal shall issue a certificate for recovery of immediate possession.

CHAPTER- V CONSTITUTION OF TRIBUNALS, PROCEDURE FOR REVISION OF RENT AND EVICTION, APPEAL AND EXECUTION

Section 13. Constitution of Rent Tribunal

(l) The State Government shall constitute such number of Rent Tribunals and at such places as may be deemed necessary by it, by notification in the Official Gazette.

(2) Where two or more Rent Tribunals are constituted for any area, the State Government may, by general or special order, regulate the distribution of business among them.

(3) A Rent Tribunal shall consist of one person only (hereinafter referred to as the Presiding Officer) to be appointed by the High Court.

(4) No person shall be eligible to be appointed as Presiding Officer of the Rent Tribunal unless he is a member of Rajasthan judicial Service [1][Not below the rank of Civil Judge Senior Division].

(5) Notwithstanding anything contained in sub-section (3), the High Court may authorise the Presiding Officer of one Rent Tribunal to discharge the functions of the Presiding Officer of another Rent Tribunal also.

[1] Substituted for the words "having ten years experience as such" by Act 18 of 2005 Published in the Rajasthan Gazette Extra-Ordinary Pt 4-(A) 24.10.2005

Section 14. Procedure for revision of rent

(l) The landlord may seek revision of rent under section 6 or section 7 by submitting a petition before the Rent Tribunal accompanied by affidavits and documents, if any.

(2) On filing of such petition the Rent Tribunal shall issue notice accompanied by copies of petition, affidavits and documents to the opposite party fixing a date not later than thirty days from the date of issue of notice. The opposite party may file reply, affidavits and documents after serving part the copies of the same on the petitioner, within a period not exceeding thirty days from the date of service of notice. The service of notice shall be effected through process server of the Tribunal or Civil Court as well as by registered post, acknowledgement due. Notice duly served by any of these methods shall be treated as sufficient service.

(3) The petitioner may thereafter file rejoinder, if any, after serving the copy to the opposite party, within a period not exceeding fifteen days from the date of service of the reply.

(4) Rent Tribunal shall thereafter fix a date of hearing, which shall not be later than ninety days from the date of service of notice on the tenant.

(5) The Rent Tribunal, during the course of such hearing, may hold such summary inquiry.. as it deems necessary and fix the rent as per formula laid down in section 6 or section 7 and issue a recovery certificate indicating the date from which such rent shall be payable. The petition shall be disposed of within a period of one hundred and fifty days from the date of service of notice on the tenant.

Section 15. Procedure for eviction of tenant

(1) The landlord or any person claiming possession shall file a petition before the Rent Tribunal and such petition shall be accompanied by affidavits and documents, if any, upon which landlord or person claiming possession wants to rely.

(2) The Rent Tribunal, upon filing of petition- under sub-section (1), shall issue- notice accompained by copies of petition, affidavits and documents, if any, fixing a date not later than thirty days from the date of issue of notice requiring the tenant to submit reply accompained by affidavits and documents, if any, on which the tenant relies. The service of notice shall be effected through process server of the Tribunal or civil court as well as by registered post, acknowledgement due. Notice duly served by any of these methods shall be treated as sufficient service.

(3) The tenant may submit his reply, affidavits and documents after serving the copies of the same to the petitioner, within a period not exceeding forty five days from the date of service of notice.

(4) The petitioner may thereafter file rejoinder if any, after serving copy to the opposite party, within a period of thirty days from the date of service of reply.

(5) The Rent Tribunal shall thereafter fix a date of hearing which shall not be later than one hundred and eighty days from the date of service of notice on the tenant.The petition shall be disposed of within a period of two hundred and forty days from the date of service of notice on the tenant.

(6) The Rent Tribunal during the course of such hearing may hold such summary inquiry as it deems necessary and decide the petition. The Rent Tribunal may also make efforts for conciliation or settlement of dispute between the parties.

(7) Where the Rent Tribunal decides the petition in favour of the landlord, it shall issue a certificate for recovery of possession from the tenant.

(8) The certificate issued under sub-section (7) shall not be executable for a period of three months from the date of decision.

[1][Provided that in case of premises let out for commercial use such certificate shall not be executable for a period of six months from the date of the decision]

[1] Substituted and proviso added by section 4 of Act No. 1 of 2006 date 19.01.2006 w.e.f. 22.02.2006 Published in the Rajasthan Gazette Extra-Ordinary Pt 4-(A) 21.01.2006

Section 16. Procedure for recovery of immediate possession

(1) The landlord or any person claiming immediate possession shall file petition before the Rent Tribunal and such petition shall be accompained -by affidavits and documents upon which landlord or person entitled to seek immediate

possession wants to rely.

(2) The Rent Tribunal, upon filing of petition under sub-section (1), shall issue notice accompained by copies of petition, affidavits and documents, fixing a date not later than thirty days- from the date of service of notice requiring the tenant to submit reply accompained by affidavits and documents, if any, on which the tenant relies. The service of notice shall be effected through process server of the Tribunal or civil court as well as by registered post, acknowledgement due. Notice duly served by any of these methods shall be treated as sufficient service.

(3) The. tenant may submit his reply, affidavits and documents after serving the copies of the same on the petitioner within a period not exceeding thirty days from the date of service of notice. The petitioner may file rejoinder, if any, after serving copy of the same on the tenant within a period of fifteen days from the date of service of reply.

(4) The Rent Tribunal shall thereafter fix a date of hearing which shall not be later than ninety days from the date of service of notice on the tenant. The petition shall be disposed of within a period of one hundred and fifty days from the date of service of notice on the tenant.

(5) The Rent Tribunal, during the course of such hearing, may hold such summary enquiry as it deems necessary to determine whether the petitioner is a landlord as categorized under sub-section (1) or sub-section (3) of section 10 and on being satisfied that the petitioner belongs to any of the categories of the landlord specified under sub-section (1) or sub- section (3) of section 10, shall dispose of the petition within a period of one hundred and twenty days from the date of service of the notice on the tenant and shall issue a certificate for recovery of immediate possession from the tenant.

(6) The certificate issued under sub-section (5) shall not be executable for a period of three months from the date of decision.

Section 17. Fixing of date for appearance of parties before Appellate Rent Tribunal and supply of copies of final order

The Rent Tribunal while finally deciding a petition in which it is not proceeding ex-parte against any party shall fix a date, beyond [1][two months but not beyond six months] of its decision, for the appearance of the parties to the petition before the Appellate Rent Tribunal to which appeal against its final order lies and the parties to the petition shall appear before such Appellate Rent Tribunal on such date to receive the notices of the appeal, if any, filed against the final order of the Rent Tribunal. The date so fixed shall be mentioned in the final order passed by the Rent Tribunal and copy of the final order shall, immediately after the pronouncement of the order, be delivered to the party against whom the same is made and if the final order is partly against one party and partly against other party and both the parties may prefer appeal against the final order, the copy of the final order shall be delivered to both the parties. The copy of the final order shall bear the endorsement under the seal of the Presiding Officer that the same is being supplied under this provision and party preferring an appeal may file such a copy alongwith his appeal.

[1] Substituted by Section 5 of Act No.1 of 2006 w.e.f 22.02.2006

Section 18. Jurisdiction of Rent Tribunal

(l) Notwithstanding anything contained in any other law for the time being in force, in the areas to which this Act extends, only the Rent Tribunal and no civil court shall have jurisdiction to hear and decide the petitions relating to disputes between landlord and tenant and matters connected therewith and ancillary thereto, filed under the provisions of this Act:

Provided that Rent Tribunal shall, in deciding such petitions to which provisions contained in Chapter II and III of this Act do not apply, have due regard to the provisions of Transfer of Properties Act, 1882 (Act No. 4 of 1882) the Indian Contract Act, 1872 (Act No. 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:

Provided further that nothing contained in this Act shall be deemed to empower the Rent Tribunal to entertain a petition involving such dispute between landlord and tenant to which provisions of the Rajasthan Public Premises (Eviction of Unauthorized Occupants) Act, 1964 (Act No. 2 of 1965) and the Rajasthan Premises (Requistion and Eviction) Ordinance, 1949 apply.

(2) Where the petition only for recovery of unpaid rent or arrears of rent is filed, the time schedule and procedure enumerated in section 14 shall mutatis mutandis apply to such petition.

(3) Where the petition for recovery of possession is filed in respect of the premises or tenancies to which the provisions of Chapter II and III of this Act do not apply, the time schedule and procedure enumerated in section 15 shall mutatis mutandis apply to such petition.

(4) A petition shall be instituted before the Rent Tribunal, within the local limits of whose jurisdiction -the premises is

situated.

Section 19. Appellate Rent Tribunal, Appeals and limitation thereof

(1) The State Government shall constitute such number of Appellate Rent Tribunals and at such places as may be deemed necessary by it, by notification in the Official Gazette.

(2) Where two or more Appellate Rent Tribunals are constituted for any area, the State Government may, by general or special order, regulate the distribution of business among them.

(3) An Appellate Rent Tribunal shall consist of one person only (hereinafter referred to as the Presiding Officer of the Appellate Rent Tribunal) to be appointed by the High Court.

(4) No person shall be eligible to be appointed as Presiding Officer of the Appellate Rent Tribunal unless he is a member of the [1][District judge cadre Service having not less than [2][three years] experience as such.

(5) Notwithstanding anything contained in sub-section (3), the High Court may authorise the Presiding Officer of one Appellate Rent Tribunal to discharge the functions of the Presiding Officer of the another Appellate Rent Tribunal also.

(6) From every final order passed by the Rent Tribunal, an appeal shall lie to the Appellate Rent Tribunal, within the local limits of whose jurisdiction the premises is situated and such an appeal shall be filed within a period of [3][sixty days] from the date of final order alongwith copy of such final order.

(7) The Appellate Rent Tribunal, upon filing an appeal under sub-section (6), shall serve notice, accompanied by copy of appeal, on the respondent on the date fixed by the Rent Tribunal under section 17 for the appearance of the parties before it. If the respondent fails to appear on the date so fixed before the Appellate Rent Tribunal, he may be proceeded against ex-parte . in case the final order under section 17 was passed in ex- parte proceedings against any party, the Appellate rent Tribunal shall issue notice, accompanied by copy of appeal, fixing a date not later than thirty days, requiring the respondent to appear before it on the date so fixed and service of such a notice shall be effected through process server of the Tribunal or civil court as well as by the registered post, acknowledgement due and notice duly served by any of these methods shall be treated as sufficient service. Where however, the Appellate Rent Tribunal otherwise consider it necessary so to do in the interest of justice in the facts of the case, it may issue notice of appeal to the respondent in the manner indicated above.

(8) The Appellate Rent Tribunal shall, thereafter, fix a date of hearing which shall not be later than forty five 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 eighty days from the date of service of notice of appeal on the respondent.

(9) 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 affidavit or documents at any stage of the proceedings in appeal.

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

(11) (a) While deciding the appeal, the Appellate Rent Tribunal may after recording reasons therefore,-

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

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

(b) The Appellate Rent Tribunal shall issue appropriate recovery certificate according to the decision rendered by it.

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

(12) On the 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 Tribunal to any other Rent Tribunal for disposal.

(13) Where any case has been transferred under sub- section (12), the Rent Tribunal which has thereafter to try or dispose of such case may, subject to any special direction in the order of transfer, proceed from the stage at which it was transferred.

Explanation.-The expression "final order" referred to in sub-section (6) shall mean an order by which any proceeding pending before the Rent Tribunal is finally disposed of.

[1] Substituted by Rajasthan Rent Control(Amendment) Act.2011 Published in the Rajasthan Gazette Extra-Ordinary Pt 4-(A) 22.09.2011

[2] Substituted by Act No. 18 of 2005 dated 20.10.2005

[3] Substituted by Act No. 1 of 2006 dated 22.02.2006

Section 19-A. Power of Tribunal to order payment of rent and arrears thereof during pendency of petition or appeal

[1][On application of the landlord, the Tribunal shall, after hearing the parties to the petition or appeal, as the case may be, order that the tenant shall pay to the landlord all dues on account of rent forthwith and shall continue to pay the rent during the pendency of the petition or appeal, as the case may be, as and when it becomes due.]

[1] Inserted By THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017

Section 20. Execution of the orders

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

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

(b)arrest and detention of the opposite party;

(c) 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;

(d) attachment of salary and allowance of a Government servant or employee of any nationalized bank, local authority, corporation, Government company;

(e) appointing any advocate as Commissioner on such remuneration as may be fixed or deputing any officer of the Tribunal or local administration or local body for execution of the order.

(f) delivery of possession of the applicant.

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

(3) If the tenant does not vacate the premises within three months of the date of issue of certificate for recovery of the possession, he shall be liable, from the date of issue of certificate, for recovery of possession to pay mesne profits at the rate of 2 times the rent in case of premises let out for residential purposes, at the rate of 3 times the rent, in case of premises let out for commercial purposes and at the rate of 3 times the rent in case certificate for recovery of immediate possession has been issued under section 16.

(4) The Rent Tribunal shall conduct the execution proceedings, in relation to a final order or any other order passed under this Act in summary manner and dispose of the application for execution made under this section within forty five days from the date of service of notice on opposite party.

Explanation :- Filing of an appeal or other proceeding against the order of issue of certificate for recovery of possession or immediate possession will not save the tenant from his liability to pay mesne profits, at the rates specified under sub-section (3), unless specifically ordered otherwise by the Appellate Rent Tribunal or the Court before which such an order is under challenge and if the order of issue of recovery certificate is finally maintained, the tenant shall be liable to pay mesne profits at the rates specified under sub-section (3) from the date on which the recovery certificate was initially issued.

Section 21. Procedure and powers of the Rent Tribunal and the Appellate Rent Tribunal

(l) In every case before the Rent Tribunal and the Appellate Rent Tribunal the evidence of a witness shall be given by affidavit. However, the Rent Tribunal or 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.

(2) The documents filed before the Rent Tribunal by the petitioner shall be distinctly marked by him as Ex-1, Ex-2 and so on in the red ink and the documents filed by the respondent shall be similarly distinctly marked by him as Ex-A 1, Ex-A 2 and so on in red ink and in the affidavits the documents shall be referred by these exhibit marks and signatures or other parts of the documents referred to in the affidavits shall be distinctly marked by the party filing the document as A to B or C to D and so on in red ink.

(3) The Rent Tribunal and the Appellate Rent Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908 (Central Act No. 5 of 1908), but shall be guided by the principal of natural justice and subject to other provisions of this Act or the Rules made thereunder and shall have powers to regulate their own procedure, and for the purpose of discharging their--functions under this Act they shall have, the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (Central Act No. 5 of. 1908) while trying a suit or an appeal in respect of following matters, namely:-

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

(b) requiring the discovery and production of documents;

(c) reviewing its decision;

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

(e) dismissing petition for default or deciding it ex-parte;

(f) setting aside any order of dismissal of any petition for default or any order passed by it ex-parte ;

(g) bringing legal representatives on record; and

(h) any other , matter as may be prescribed.

(4) Rent Tribunal shall not grant any adjournment without written application and recording the reasons therefor in writing.

(5) Any proceeding before the Rent Tribunal or Appellate Rent Tribunal shall deemed be to be a judicial ,proceeding within the meaning of sections 193 and 228 and for the purpose of section 196 of the Indian Penal Code, 1860 (Central Act No. 45 of 1860) and the Rent Tribunal or the Appellate Rent Tribunal shall be deemed to be a civil court for the purposes of section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973 (Central Act No. 2 of 1974).

Section 21-A. Procedure and power of the Rent Authority

[1][The provisions contained in Sec. 21 with regard to procedure and powers of Rent Tribunal shall mutatis mutandis be applicable to the Rent Authority while entertaining, hearing and deciding the petitions or applications presented, or with respect to the information furnished, to him as if the word "Rent Authority" was substituted for the words "Rent Tribunal" wherever occurring therein.]

[1] Inserted By THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017

Section 22. Model Forms

Every petition or appeal so far as possible shall be in the model form specified in Schedule A and Schedule B, and every recovery certificate shall be in the model form specified in Schedule C, of this Act.

CHAPTER V-A APPOINTMENT OF RENT AUTHORITY, TENANCY AGREEMENTS AND PERIOD OF TENANCY

Section 22-A. Appointment of Rent Authority

(1) The State Government may appoint, by notification in the Official Gazette, officers of the Rajasthan Administrative Service not below the rank of a Sub-Divisional Officer as the Rent Authority for the jurisdictional area of every Rent Tribunal to perform functions and exercise powers in the matters specified under Sec. 22-B, 22-D, 22-E, 22-G, 23 and 24 of this Act.

(2) An appeal against the order of the Rent Authority shall lie to the Rent Tribunal within sixty days from the date of order.

(3) Save as expressly provided under this Act, every order of the Rent Authority, if not reversed, altered or modified by the Rent Tribunal in appeal, shall be final and shall not be called in question in any civil court.

Section 22-B. Tenancy agreements

(1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of the Rajasthan Rent Control (Amendment) Act, 2017 (Act No. 33 of 2017), let or take on rent any premises except by an agreement in writing, and the particulars of such agreement shall be communicated to the Rent Authority by the landlord and tenant jointly, in the form specified in Schedule-D.

(2) Where, in relation to a tenancy created before the commencement of Rajasthan Rent Control (Amendment) Act, 2017 (Act No. 33 of 2017),-

(a) an agreement in writing having already been entered into, the particulars thereof shall be communicated to the Rent Authority in the form specified in Schedule-D;

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy, and communicate the particulars thereof to the Rent Authority in the form specified in Schedule-D:

Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or (b) or fail to reach an agreement under clause (b), such landlord and the tenant shall separately file the particulars about such tenancy.

(3) Every agreement referred to in sub-sec. (1) shall be executed before the commencement of tenancy and the agreement required to be executed under clause (b) of sub-sec. (2) shall be executed within a period of one year from the date of commencement of Rajasthan Rent Control (Amendment) Act, 2017 (Act No. 33 of 2017).

(4) The Rent Authority after receiving such information about tenancy agreement, shall make entry of particulars of the agreement in a Register maintained for that purpose containing particulars as per Schedule-D and provide a registration number to the parties.

(5) The information provided as per sub-sections (1) and (2) shall be taken as evidence of facts relating to tenancy and matters connected therewith and in its absence any statement in the agreement inconsistent with the details filed as per Schedule-D shall not be received as evidence of the facts before the Rent Tribunal or the Appellate Rent Tribunal, as the case may be.

(6) The Rent Authority shall upload the details of all tenancies along with the registration number provided under sub-sec. (4), in the form and manner prescribed, on its website within fifteen days of the allotment of the registration number.

Section 22-C. Period of tenancy

(1) All tenancies entered into after the commencement of Rajasthan Rent Control (Amendment) Act, 2017 (Act No. 33 of 2017) shall be for a period as agreed between the landlord and the tenant and as specified in the tenancy agreement.

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

(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, for a maximum period of six months and shall thereafter be deemed to have expired unless renewed by the landlord by agreement with the tenant in writing.]

CHAPTER V-B REVISION OF RENT IN CERTAIN CIRCUMSTANCES, SECURITY DEPOSIT, DEPOSITING OF RENT IN CERTAIN CIRCUMSTANCES, ETC.

Section 22-D. Revision of Rent in certain circumstances

(1) Where the landlord, after the commencement of tenancy and in agreement with the tenant has incurred expenditure on account of improvement, addition or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out, 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 shall become effective from one month after the completion of work.

(2) Where after the rent of a premises has been agreed or fixed, there has been a decrease or diminution or deterioration of accommodation or housing services in the premises, the tenant may claim a reduction in the rent.

(3) The landlord may either restore the premises and the housing services as at the commencement of tenancy or agree for a reduction in rent.

(4) In case of conflict, the landlord or tenant may approach the Rent Authority by filing petition before the Rent Authority and the Authority shall try to resolve the conflict and to arrive at amicable settlement between the landlord and tenant and if no such settlement is arrived at between the parties, he may pass appropriate orders on the basis of material brought on record and by hearing both the parties.

Section 22-E. Rent Authority to fix revised rent in the circumstances specified in Sec. 22-D

The Rent authority on an application presented by the landlord or tenant in the circumstances specified in Sec. 22-D, shall 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 22-F. Security deposit

(1) Save as an agreement to the contrary, it shall be lawful for the landlord to charge a security deposit equal to one month's rent.

(2) The security deposit shall be refunded to the tenant within one month after vacation of the premises, after making due deduction of any liability of the tenant.

(3) Wherever the security deposit is not refunded to the tenant within the period specified in sub-sec.

(2), the tenant may file an application before the Rent Authority for directing the landlord to refund the security deposit.

Section 22-G. Depositing of rent with the Rent Authority in certain circumstances

(1) Where the landlord does not accept any rent tendered by the tenant in the manner specified in Sec. 5, or refuses to give a receipt, the tenant may deposit the same periodically, in time, with the Rent Authority.

(2) Wherever in any case there is bona-fide doubt about the person or persons to whom the rent is payable, the tenant may deposit such rent with the Rent Authority.

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

(4) The amount of rent deposited under this section shall be accounted for in such manner as may be prescribed and shall be kept in a Personal Deposit Account and shall be operated for payment to the landlord or other lawful claimant in the manner, as may be prescribed.

(5) The receipt by the landlord, of rent deposited under sub-sec. (1) and sub-sec. (2), as the case may be, shall not operate as admission to the correctness of rent and other fact stated by the tenant while depositing the same.]

CHAPTER-VI AMENITIES

Section 23. Landlord not to discontinue or withhold amenities enjoyed by the tenant

(l) No landlord either himself or acting through any person or any person purporting to act on his behalf, shall discontinue or withhold the amenities enjoyed by the tenant in respect of the premises let out to him. The landlord may, however, discontinue or withhold any amenity with the permission of [1][the Rent Authority and the Rent Authority] shall grant such permission if it is satisfied that the tenant has not paid the charges in respect of the amenity, which he was liable to pay.

(2) On the petition of the landlord for permission to discontinue or withhold the amenities or on the petition of the tenant for restoration of the amenities, the [2][Rent Authority] shall issue notices to the other party and after hearing the parties ;it shall pass such orders as it may deem fit.

(3) During the pendency of the inquiry under this section, the [3][Rent Authority] may pass such interim orders as it may deem fit.

(4) The [4][Rent Authority] shall conduct the proceedings under this section in a summary manner and dispose of any application made under this section by the landlord or tenant within sixty days from the date of presentation of petition.

[1] Substituted By Section 8 (i) of THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017 for " the Rent Tribunal and the Rent Tribunal"

[2] Substituted By Section 8 (ii) and section 8(iii) of THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017 for " Rent Tribunal"

[3] Ibid

[4] Ibid

Section 24. Duties of tenant and landlord

(l) In the absence of any written agreement, essential repairs in a year involving expenditure upto 5% of the annual rent shall be carried out by the tenant at his own cost and essential repairs involving expenditure in excess of 5% of the annual rent shall be carried out by the landlord on receiving notice from the tenant :

Provided that where the landlord neglects to undertake essential repairs within a period of fifteen days from the date of receipt of notice, the tenant shall be at liberty to move the [1][Rent Authority] for permission to undertake tlte repairs, alongwith estimate of such repairs, and where permission is granted by the [2][Rent Authority], it shall also pass orders with regard to the recovery of such cost from the landlord by setting off the amount against the rent payable by the tenant.

(2) The provisions of sub-siactions (2), (3) and (4) of section 23 shall apply mutatis mutandis to the proceeding before [3][Rent Authority] under this section.

[1] Substituted By section 9 of THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017 for " Rent Tribunal"

[2] Ibid

[3] Ibid

Section 24-A. Disposal of pending proceedings under Sections. 23 or 24

[1][All the proceedings under Sec. 23 or 24 pending before the Rent Tribunal on the date of commencement of the Rajasthan Rent Control (Amendment) Act, 2017 (Act No. 33 of 2017) shall be continued and the Rent Tribunal may pass appropriate orders thereon as if Sec. 23 or 24 was not amended by the said Act]

[1] Inserted By THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017

CHAPTER-VII MISCELLANEOUS

Section 25. Inspection of premises

The landlord shall have a right to inspect the premises let out by him at day time after giving prior intimation of at least seven days to the tenant. However, such inspection shall not be carried out by the landlord more than once in three months.

Section 26. Members and staff of the Tribunals to be public servants and their control

(l) The Presiding Officers and the employees of Rent Tribunals and Appellate Rent Tribunals shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code, 1860 (Central Act No. 45 of 1860).

(2) The Presiding Officers of Rent Tribunals and Appellate Rent Tribunals shall function under the administrative and disciplinary control of the High Court.

(3) The Presiding Officer of the Appellate Rent Tribunal shall exercise general power of superintendence and control over the Rent Tribunals under his jurisdiction including the power of appraising the work and recording the annual confidential reports of the Presiding Officers of the Rent Tribunals.

(4) The Ministerial employees of Rent Tribunals and Appellate Rent Tribunals shall be governed by the Rajasthan Subordinate Courts Ministerial Establishment Rules, 1986 and for the purpose of these rules the Appellate Rent Tribunals shall be deemed to be the Courts of District and Sessions judges and Rent Tribunals shall be deemed to be the Courts of Civil Judges (Senior Division).

(5) The Class IV employees of Rent Tribunals and Appellate Rent Tribunals shall be governed by the Rajasthan Class IV Services (Recruitment and Other Service Conditions) Rules, 1999.

Section 26-A. Rent Authority to be public servant and protection of actions

[1][(1) The presiding officer of the Rent Authority appointed under this Act shall be deemed to be public servant within the meaning of Sec. 21 of the Indian Penal Code, 1860 (Central Act No. 45 of 1860).

(2) No suit or other legal proceeding shall lie against the Rent Authority in respect of anything which is in good faith done or intended to be done in pursuance of this Act.]

[1] Inserted By THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017

Section 27. Limitation

Subject to the provision of this Act, the provisions of Limitation Act, 1963 (Central Act No. 36 of 1963) shall, as far as may be, apply to petitions, applications, appeals or other proceedings filed or proceeded with before a Rent Tribunal or an Appellate Rent Tribunal.

Section 28. Court fees

(l) Except as provided in sub-sections (2), (3) and (4), the Court fee payable on petitions, applications and appeals filed before the Tribunal would be the same as would be payable if suits, applications or appeals were filed for the similar relief before civil courts.

(2) On a joint petition for limited period tenancy under section 8 and on appeal against any order on such a petition ad valorem court fee under the Rajasthan Courts Fees and Suits Valuation Act, 1961 (Act No. 21 of 1961) shall be payable on the amount of rent payable for the year next before the date of presentation of the petition, irrespective of the period for which the limited period tenancy is sought to be entered.

(3) [1][On an application under Sec. 22-E or a petition under Sec. 23 or under Sec. 24 and on an appeal against any order on such application or petition, a fixed court fee of Rs. 100/- shall be payable]

(4) On petition for revision of rent under section 6 or under section 7 and on appeal against any order on such a petition, a fixed court fee of Rs. 250/- shall be payable.

[1] Substituted By section 12 of THE RAJASTHAN RENT CONTROL (AMENDMENT)ACT, 2017(Act 33 Of 2017) dated 27.09.2017 for "On a petition regarding amenities under section 23 or a petition regarding repairs under section 24 and on an appeal against any order on such a petition, fixed court fee of Rs.100/- shall be payable".

Section 29. Act to have overriding effect

The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other Law for the time being in force or in any instrument having effect by virtue of any Law other than this Act.

Section 30. Power to remove difficulties

(l) If any difficulty arises in giving effect to the provisions of this Act, the State government may, by order published in the Official Gazette make such provisions, not inconsistent with the provisions of this Act, as appear to it to be necessary or expedient for removing the difficulty:

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

(2) Every order made under this section shall, as soon as may be after it is made, be laid before the State Legislature while it is in session.

Section 31. Power to make rules

(1) The State Government may make rules for carrying out the purposes of this Act.

(2) All rules made under this Act shall be laid, as soon as may be after they are so made, before the House of the State Legislature, while it is in session for a period of not less than fourteen days which may be comprised in one session or in two successive sessions and if before the expiry of the session in which they are so laid or of the session immediately following, the House of the State Legislature makes any modification in any such of rules or resolves that any such rules should not be made, such rules shall thereafter have effect only in such modified form or be of no effect, as the case may be, so however, that any such modification or annulment shall be without prejudice to the validity of anything previously done thereunder.

Section 32. Repeal and savings

(1) The Rajasthan Premises (Control of Rent and Eviction) Act, 1950 (Act No. 17 of 1950) shall stand repealed with effect from the date notified under sub-section (3) of section1I of this Act.

(2) The repeal under sub-section (1) shall not affect,-

(a) anything duly done or suffered under the enactment so repealed; or

(b) -any right, title, privilege, obligation or liability acquired or incurred under the enactment so repealed; or

(c) any fine, penalty or punishment incurred or suffered under the provisions of the enactment so repealed.

(3) Notwithstanding the repeal under sub-section

(a) all applications, suits or other proceedings under the repealed Act pending on the date of commencement of this Act before any court shall be continued and disposed of, in accordance with the provisions of the repealed Act, as if the repealed Act had continued in force and this Act had not been enacted. However, the plaintiff within a period of one hundred and eighty days of coming into force of this Act shall 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 accord ance with the provisions of this Act and for the purpose limitation such petition shall, if it is filed within a period of two hundred and seventy days from the commencement of this 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 proceeding, on the date on which the suit, out of which such_appeal or proceeding originated, was filed;

(b) the provision for appeal under the repealed Act shall continue in force in respect of applications, suits and proceedings disposed of thereunder;

(c) all suits and proceedings instituted under the provisions of the repealed Act shall be effective and disposed of in accordance with such repealed law;

(d) any rule or notification made or issued under the repealed Act and in force on the date of commencement of this Act shall continue to govern the pending cases.

Schedules

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

Schedule - A (official file, page 24)

Schedule - B (official file, page 24)

Schedule - C (official file, page 25)

Schedule-D (official file, page 26)

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