

A photograph showing two men in dark suits and white shirts pulling on a thick, light-brown rope. The men are positioned on either side of the rope, with their hands clasped around it. The background is plain white.

Landlord Tenant Dispute

**UTTAR PRADESH URBAN BUILDINGS
(REGULATIONS OF LETTING, RENT AND
EVICTION) ACT, 1972**

SECTION 20 (4)

(4) In any suit for eviction on the ground mentioned in clause (a) of sub-section (2), **if at the first hearing of the suit the tenant unconditionally pays or [tenders to the landlord or deposits in court] the entire amount of rent and damages for use and occupation of the building due from him (such damages for use and occupation being calculated at the same rate as rent) together with interest thereon at the rate of nine per cent per annum and the landlord's costs of the suit in respect thereof**, after deducting therefrom any amount already deposited by the tenant under sub-section (1) of Section 30, the court may, in lieu of passing a decree for eviction on that ground, pass an order relieving the tenant against his liability for eviction on that ground: Provided that nothing in this sub-section, shall apply in relation to a tenant who or any member of whose family has built or has otherwise acquired in a vacant state, or has got vacated after acquisition, any residential building in the same city, municipality, notified area or town area.

[Explanation. For the purposes of this sub-section

(a) the expression first hearing means the first date for any step or proceeding mentioned in the summons served on the defendant;

(b) the expression cost of the suit includes one-half of the amount of counsel's fee taxable for a contested suit.]

“First hearing of the Suit” [Section 20 (4)]

Sub-section (4) of Section 20 of U.P. Urban Building Act, 1972 provides for the first hearing of the suit. This provision has been made to confer one more occasion to the defaulting tenant to deposit the arrears of rent etc. So that the tenancy may be permitted to continue. The sub-section provides for the payment of the entire arrears of the rent at the first hearing of the suit unconditionally. Under this sub-section, the time, which has been provided to the defendant tenant for the entire arrears of the rent, is the date of first hearing of the suit.

In the case of **Ram Nath v ADJ Sahjahanpur, 1984 (2) ARC 46** it was held that the tenant may be relieved against his liability for eviction, if he deposits rent etc on first hearing.

The provisions of **this sub section confers a substantive right on a tenant to make deposit of arrears of rent and other amounts on the first date of hearing of the suit** and be relieved of liability for eviction on the ground of default.

In the case of **Translet Electronics Ltd., Kanpur v. S N Gundu Rao** it was held that the court has to first apply its mind that tenant is in arrears of rent for more than four months and **had failed to pay the same in spite of a valid notice** before considering the plea based on sub section 4 of Section 20 of the Act.

In the case of **Man Chand Pal v. Smt. Shanti Agrawal and others, 2002 (47) A.L.R. 1** it has been observed by Hon'ble Supreme Court that the meaning of the date of first hearing is well settled and **it means the date on which the court applies its mind to the facts and controversy involved in the case. Any date prior to such date would not be date of first hearing.** For instance date for framing of issues would be the date of first hearing when the court is to apply it's mind to the fact of the case. Since it relates to proceedings under the small cause courts act, there being no provision for framing of issues, any date fixed for hearing of the case would be the first date for the purpose.

In the case of **Ved Prakash Wadhwa Vs Vishwa Mohan AIR 1982 SC 816** it has been held that the date of first hearing would be before a date fixed for preliminary examination of the parties and framing of issues. **If the amount is deposited before the date of first hearing, it would amount to compliance with related provision of the Act.**

In the case of **Sudarshan Devi and another Vs. Shushila Devi and another, 1999 (37) A.L.R. 496 (S.C.)** the service of notice was by publication, hence tenant applied for copy of the plaint which was furnished and fresh dates for filing written statement and hearing was fixed. The court considered the provisions of sub-section (4) of Section 20 of the Act along with explanation (a) as well as a series of earlier decisions and it was held that **the date fixed for hearing of matter was the date of first hearing and not the date fixed for filing of written statement.**

In the case of **Advaita Nand Vs. Small Cause Court, Meerut and others, 1995 (26) A.L.R. 71 (S.C.)** the date was fixed for filing of the written statement and later for hearing of the case after furnishing of a copy of a plaint. It was held that The Court was to apply it's mind to the facts of the case on the date fixed for hearing and not earliar on the date fixed for filing of the written statement.

Ajay Agarwal and Ors. v. Har Govind Prasad Singhal and Ors. (2005) 13 SCC 145 in the case cited above, the tenant was given the benefit of sub-section (4) of Section 20 of the Act, as he had deposited the “admitted rent” before the first date of hearing.

This view was recently supported by the Hon’ble Apex Court in **Man Singh v. Shamim Ahmad (Dead) Thr. LRS.**
(Judgment pronounced in April 2023)

THANK YOU

WITH REGARDS

**NEHA KUSHAWAHA
SENIOR CIVIL JUDGE
UTTARKASHI**