

WORKSHOP

**THE GOA AGRICULTURAL
TENANCY ACT, 1964**

&

**RENT CONTROL
ACT, 1968**



THE GOA AGRICULTURAL TENANCY ACT, 1964

Introduction

- The Agricultural Tenancy Act, 1964 extending to the State of Goa and Union Territories of Daman & Diu was brought into force on 16th December 1964.
- This Act was enacted with a preliminary object of regulating terms of tenancy with respect to Agricultural lands in the Union Territory of Goa, Daman & Diu and for matters connected therewith.

IMPORTANT DEFINITIONS

- 2(1A) "agriculture"
- 2(2) "agriculturist"
- 2(7) "to cultivate personally"
- 2(11) (i) "land"
- **Krishnnath Vs. Leopoldo 1991 (1) Goa Law Times, 192,**
- **Goa Housing Board Vs. Rameshchandra Govind Pawaskar & anr on 11 October, 2011**
- 2(12) "landlord"

IMPORTANT DEFINITIONS

- 2(13) "lease"
 - **Vincentin Pereira Vs. Rama Gadekar 1989 (2) G. L. T. 255**
- 2(20) "rent"
- 2(22) "tenancy"
- 2(23) "tenant"
 - **Sebastiao Fernandes Vs. Manuel D'Cruz, 1991(2) Goa L.T. 249.**
 - **Shanu Jagannath Sawant Vs. Keshav Arjun Govekar, 2003 (1) Goa Law Reporter 120 (Bom.)**
 - **Shri Manoj Dhargalkar alias Kulkarni & ors. V Smt. Taramati Harishchandra Salgaonkar & ors., 2000(2) Goa L.T. 15.**
 - **Sri Suryakant Datta Vadiadkar v/s Shri. Dharam Kutti, 1995 (2) Goa L. Times 252**

Deemed Tenancy

- As per section 4 a person lawfully cultivating any land belonging to another person on or after 1st of July,1962 but before commencement of this Act is deemed as a tenant. Similarly, if there were sub-tenants, such sub-tenants also become tenants to the exclusion of the tenants.
- However following person's are not deemed as tenants:
 - (i)A member of owner's family
 - ((ii) a servant on wages payable in cash or kind but not in crop share or a hired labourer cultivating the land under the personal supervision of the owner or of any members of the owner's family.

Question of Tenancy (Section 7)

- If any question arises whether any person is a (or was) tenant or should be deemed to be a tenant under this Act, the Court of Senior civil Judge which includes the Court of Junior Civil Judge shall after holding an inquiry, decide such question.
- **Dattaram A. Arolkar & Ors v. The Mamlatdar of Mormugao & Others, AIR 2001 Bombay 74**
- **Madhumati Atchut Parab v. Rajaram V. Parab, 2009 (4) SCC 183.**
- **Dwarkanath Vishram Ghurye Rep. by LRs v. Narayan Vasudeo Dhond, 1989 Mah. L.J. 689.**
- **Carmina Mascarhenas v. Premavathi Babol Sakhalkar, 2006 (2) Goa LR 68 (Bom.)**

Relief in certain case of threatened wrongful dispossession

- Now further this chapter provides that tenancy of any land cannot be terminated nor the tenant can be evicted unless as provided under the act. Where any such person is evicted such person is entitled to recover its possession if he applies to the civil Judge within six months of the act coming into force and he proves that the eviction was malafide and pays to the landlord arrears of the rent.
- If it is proved to the satisfaction of the Civil Judge by affidavit or otherwise, that the landlord threatens to dispossess the applicant/tenant, the Civil Judge may by order grant temporary injunction restraining such dispossession or otherwise causing injury until the final disposal of the proceeding or until further orders.

CASE LAWS

- **Palmira Valadares v. Inacio Dias, 1998 (1) Goa L.T. 220**
- **Jose Maria Florence Xavier Cassiano Luis @ Jose Luiz Vaz and Anr. v. Vassudeo B. Morajkar, 1999 (4) Bom.C.R. 528.**

Termination of Tenancy

- by Tenant:

By surrender of his right to the landlord , made in writing, voluntarily and in good faith, at least one month before the commencement of the year, and is admitted by him before mamlatdar and the same is approved by mamlatdar.

Termination of Tenancy

- **By the landlord** on the grounds that the tenant:
 - (i) has failed to pay the rent for any period on or before the date or dates fixed by or under this Act, or
 - (ii) has done any act which is destructive or permanently injurious to the land, or
 - (iii) has sub-divided, sub-let, or assigned any interest in the land, otherwise than permitted, or
 - (iv) has failed to cultivate the land personally, or
 - (v) has used such land for a purpose other than the agriculture.
- under any other specific provisions of the act
- However no tenancy can be terminated by the landlord unless and until the landlord gives at least ninety days notice in writing to the tenant intimating his decision and ground for termination and unless within that period tenant has failed to remedy the breach

Right of first purchase

- Under section 13A, the tenant has a right of first purchase when the landlord intends to sell any land cultivated by the tenant.
- **Goa Housing Board v. Rameshchandra Govind Pawaskar**, Civil Appeal No.8549 of 2011 decided on 11.10.2011.
- **Sadashiv D. Naik v/s Umesh Krishna Sawant 2013 (2) All MR 58 (BOM)**

Tenancy rights heritable

- Section 14 provides that tenancy rights are heritable and devolve upon the heirs of the deceased tenancy on the same terms and conditions on which the tenant was holding it at the time of his death. Any dispute about the shares or the rent payable shall be decided by the Civil Court.

Chapter II-A Special Rights and privileges of Tenants

- By the Amendment Act of 1976, a new chapter IIA was inserted in the Act which is known as the Vth Amendment. Sections 18A to 18L were introduced. By virtue of Vth Amendment to the said Act, all the persons who were tenants of the agricultural properties within the meaning of the said terms under the Agricultural Tenancy Act on 20th April, 1976 were declared as the deemed purchasers. Consequently the persons who were claiming to be tenants prior to the appointed day could no more claim to be the tenants from the appointed day as, by legal fiction, they could only claim to be the deemed purchasers under Vth Amendment to the said Act.
- **Union Territory of Goa, Daman and Diu and another v. Lakshmibai Narayan Patil etc., Writ Petition No. 864 of 1988, decided on 23.07.1990**
- **Dr. Rui Tito Vaz versus Augusta Simoes and others**

Fixation of Rent

- **Chapter IV** comprising of sections 23 to 28 deals with Fixation of Rent. Under this chapter maximum rent to be paid by the tenant to the landlord is fixed which is $\frac{1}{6}$ th of the produce of the land. In any area where survey and settlement of agricultural lands have been completed the maximum is multiples of land revenue not exceeding five.
- This Chapter also provides for compensation and penalty for excess recovery of rent by the landlord.

Other Rights and Liabilities

- **Chapter V** consisting of sections 29-42A deals with Other rights and Liabilities. This chapter basically deals with presumption as to rent and duty to give receipt, Tenant's rights to trees on the land, Compensation for improvements made by tenant, right to erect farmhouse, Maintenance of Boundary marks, Repairs to protect buds , Power to assume management by the government if the land has remained uncultivated for the consecutive period of two years, Prescription of standards of cultivation and management, Tenant's right to operate sluice gates, Construction of water course through land belonging to other person, Failure to pay rent to keep water course in good repair and consequences thereof, Removal or discontinuance of water course and Procedure for regulating the discharge of joint responsibility of tenants.
- Thus under this chapter various rights and liabilities of the Tenants are prescribed. This chapter deals with presumption as to rent by the tenant to the landlord.

Tribunal, Procedure & Appeals

- Originally jurisdiction to decide the matter under the act was exclusively allotted to the Court of the Mamlatdar and in appeal to Dy. Collector and then to the Administrative Tribunal.
- By way of **Agricultural Amendment Act 2014** major changes were incorporated in the act. as per clause (19A), for the word “Mamlatdar”, the words “Court of Senior Civil Judge” is substituted ; Further Clause (5A) was added which states that “Court of Senior Civil Judge” includes the Court of Junior Civil Judge;” .
- Thus, the jurisdiction of the court was changed from court of the mamlatdar to civil Courts and in cases of Appeals the jurisdiction was changed from Dy. Collector to the District Court .

Miscellaneous

- **Chapter VII** consisting of Sections 55-62 originally dealt with Lands held by comunidades, Exemption of the provisions of the Act to the lands leased or held by the Government for benefit of any individual specifically for rendering any services to any religious , educational or charitable institution, delegation of powers.
- Section 58 of the original act dealt with Bar to jurisdiction of Civil or Criminal Court. However by Amendment of 2014 section 58 is substituted thereby providing for protection from any suit prosecution etc., of any person against action taken in good faith.

Highlights of amendments down the years

- **1964:** The Agricultural Tenancy Act, 1964, introduced in Goa; takes away land from landowners and comunidades, tillers get landowner status
- **1975:** Act amended, tenants become 'deemed purchasers', cannot transfer land by sale, lease or mortgage.
- **2014:** Goa Agriculture Tenancy (Amendment) Act, 2014, came into force on September 25. Tenancy cases to be transferred to civil courts to reduce 4,000+ pending cases.
 - ❖ Further section 4-A inserted, which refers to contract farming.
 - ❖ Sunset clause included fixing limitation of 3 years from passing of the amendment to file declaration. *“The meaning of **Sunset Clause** is measure within a statute, regulation or other law that provides that the law should cease to have effective after the specified date, unless further legislative action is taken to extend the law”.*
 - ❖ insertion of two new sections 60C and 60D.

Amendment Bill 2015

- The Bill sought to omit section 4A of the said Act, so as to do away with the provision of contract farming. Amendment to section 2(23) is consequential in nature.
- The Bill also sought to omit section 60C of the said Act, so as to do away with the time limit for filing application under the said Act, 1964.
- The Bill also sought to insert new section 60E in the said Act so as to validate the notices given, inquires held, disputes decided, proceedings conducted, orders passed and all actions taken or acts done by any Mamlatdar, by exercising the powers of the Mamlatdar, under the said Act.
- Further section 60 D provided for validation of notices proceedings order , etc. of the Joint Mamlatdar.
- Lastly by way of section 62 power has been given to Government to remove any difficulty.

RENT CONTROL ACT

- **Introduction**

- The Goa , Daman & Diu Buildings (Lease, Rent and Eviction) Control Act was enacted in the year 1969 with its prime object to provide for the control of rents and evictions and of rates of hotels and lodging houses, and for the requisition of vacant buildings, in the Union Territory of Goa, Daman and Diu.
- Initially it was made applicable to few areas like the cities of Panaji, Margao, Mapusa and Vasco and to Daman and in the course of time the Act is applicable to the entire area of Goa Daman and Diu. The Decree No. 43525 dated 7-3-1961 was in force till it was replaced by this Act, which dealt with rent control regulations

IMPORTANT DEFINITIONS

- **2(j) “landlord”**

- Delfina Gomes Pinto v. Safiabi Razak, Letter Patents Appeal No.2 of 2003

- **2(l) “member of the family”**

- **(g) “fair rate”**

- **(h) “fair rent”**

- **2(p) “tenant”**

- Smt. Sushilabai Dantye & others v. Ganpat Kudtarkar, 1998 (2) Goa L.T. 266.

- Gian Devi Anand v. Jeevan Kumar and others, AIR 1985 SC 796

- Capt. B. V. D'Souza V/s. Antonio Fausto Fernandes" 1989 AIR 1816 (SC)

- Guy Vigney Athanasius D'Mello V/s. Government of Goa, Daman and Diu

Act not to be applicable to following buildings

- (a) to any building belonging to the Government, or a State Housing Board, or a local authority, or Industrial Development Corporation;
- (b) to any building vested in the Custodian of Evacuee Property;
- (c) to any newly constructed building for a period of “fifteen” years from the date of its completion;
- (cc) to any building let out or leased for the first time on or after 20-4-1994, whose monthly rent exceeds
 - (a) Rs.2,500/- if such building is used for residential purpose;
 - (b) Rs.5,000/- if such building is used for commercial purpose”.

Act not to be applicable to following buildings

(c) to any newly constructed building for a period of “fifteen” years from the date of its completion;

“Provided that the fair rent once fixed shall automatically stand increased by 2% per annum”.

(d) as against the Government to any tenancy or other like relationship created by a grant from the Government in respect of a building, the possession of which has been taken over under Section 6.

The fair rent payable per annum shall consist of

- (a) “twelve per cent” of the market value of the building (including the land on which the building is constructed) as on the date of the completion of the building and Provided that the fair rent once fixed shall automatically stand increased by 2% per annum”.
- (b) fifty per cent. of the taxes or cesses levied by the local authority and payable per annum by the landlord in respect of the building including the land on which the building is constructed.

Increase in fair rent in what cases admissible

- where some addition, improvement or alteration has been carried out at the landlord's expense and, if the building is then in the occupation of a tenant at his request. Provided that the increase shall be calculated at a rate per annum not exceeding twelve per cent of the cost of such addition, improvement or alteration.
 - So also when the amount of taxes and cesses payable by the landlord to the local authority is enhanced, the landlord is entitled to claim half of such excess taxes.
 - Further it also provides that landlord shall not claim or receive anything in excess of the fair rent and anything which is received by the landlord in excess should be refunded by the landlord to the tenant.
- **Joao Xavier v. Oswald, (1987) 1 Bom CR 113**

Payment and deposit of rent

- **Chapter IV** consisting of Sections 17 to 20 deals with payment and deposit of rent. It provides that every tenant shall pay rent within the time fixed by the contract or in absence of such contract by fifteenth day of the month and the tenant is entitled for the receipt of the payment from the landlord or his authorized agent.
 - When the Landlord or his agent refuses to issue receipt or to accept the rent then the tenant can pay the rent by sending it by way of money order till the landlord assures in writing of accepting the rent.
 - When there is bonafide doubt as to which persons the rent is payable or the addresses of the landlord or his authorized agent is not known or the landlord refuses to accept the rent then in such case the tenant can deposit the rent to the controller accompanied by application mentioning the details of the building, landlord, etc. and after giving due opportunity to the landlord controller can pass necessary orders.
- **Shri Xec Malik Bepari v. Shri. Josefato Francisco Pinto and Ors, 1986 (3) BomCR 527**

Control on eviction of tenants

- a tenant can not be evicted, whether in execution of a decree or otherwise, except in accordance with the provisions of this Chapter.
 - Provided that where the tenant denies the title of the landlord or claims a right of permanent tenancy, the Controller shall decide whether the denial or claim is bonafide and if he records a finding to that effect, the landlord shall be entitled to sue for eviction of the tenant in a civil court and the court may pass a decree for eviction on any of the grounds.
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- **Smt. Sumati Naik vs Dilip Fatarpekar and others, reported in 1999 (3) Bom CR 597.**
 - **Shri Ganesh D. Daivajna vs Shri Prakash S. Salkar, 2000 (3) BomCR 34,**

Breaches on the part of tenant which renders him liable for eviction

- Arrears in payment of rent by the tenant for a total period of three months and failure to pay the arrears within 30 days of the receipt of notice.
- Sub-letting the tenanted premises or part thereof or change of use without the written consent of the landlord.
- Commission of acts of damage as are likely to impair materially the value or utility of the building.

Breaches on the part of tenant which renders him liable for eviction

- Nuisance to the occupiers of other portions of the same building or of buildings in the Neighborhood.
- Built, acquired vacant possession of building or been allotted a residence within a radius of 5 kms from the outer limits of the city of the village where such house is situated.
- Tenant has ceased to occupy the building for a continuous period of 4 months without reasonable cause.
- Denial of title of the landlord by the tenant or claim of a right of permanent tenancy and that such denial or claim was not bonafide.

Case laws

- **Celina Coelho Pereira and ors. V/S Ulhas mahableshwar Kholker and ors. AIR 2000 SC 603.**
- **Associated Hotels of India Ltd., Delhi v. S.B. Sardar Ranjit Singh¹, AIR 1968 SC 933**
- **Girdharbhai v. Saiyed Mohmad Mirasaheb Kadri & Others (1987) 3 SCC 538**
- **Jagan Nath (Deceased) through LRs. vs. Chander Bhan And ors.(1988) 3 SCC 57**

Case laws

- **Gopal Saran vs. Satyanarayana. (1989) 3 SCC 56.**
- **Shalimar Tar Products Ltd. vs. H.C. Sharma
(1988) 1 SCC 70 .**
- **Vishwa Nath v. Chaman Lal (AIR 1975 Del. 117)**
- **Associated Hotels of India Ltd. Delhi v/s. S. V. Sardar Ranjit Singh" AIR 1968 SC 933**

Case laws

- **Ramchandra Vassudev Pathankar vs. Mukund Dattatreya Dessai, Writ Petition no.1483 of 1998, decided on 5th January 2011.**
- **M/s Sarwankumar Onkarnath vs Subhashkumar Agarwalla ((1987) 4 SCC 546).**
- **Laximipathi and others vs. R.Nithyananda Reddy and others ((2003) 5 SCC 150)**
- **Girish Gangadhar Agrawal vs. Jiteshkumar Hasmukha Vakhariya, Writ Petition no.2676 of 2007**

Case laws

- **Parvinder Singh v. Renu Gautam and Ors.: (2004) 4 SCC 794.**
- **Roque Antonio Judas v. Angelo Cassiano Neves & others, reported in 1989(2) Goa L.T. 313.**
- **Dunlop India Ltd., vs. A.A. Rehana and another ((2011) 5 SCC 778).**
- **Nester Auguste Fortunato Gomes V/s. Caetano Picardo" 1997 (2) GLT 4**

Landlord's Right to Obtain Possession

- in case it is a residential building,—
- (i) if the landlord is not occupying a residential building of his own in the city, town or village concerned and he requires it for his own occupation or for the occupation of any member of his family; or
- (ii) if the landlord who has more buildings than one in the city, town or village concerned is in occupation of one such building and he bonafide requires another building instead, for his own occupation;
- (b) in case it is a non-residential building which is used for the purpose of keeping a vehicle or adapted for such use, if the landlord requires it for his own or to the possession of which he is entitled in the city, town or village concerned which is own or to the possession of which he is entitled whether under this Act or otherwise:

Landlord's Right to Obtain Possession

- Provided that a person who becomes a landlord after the commencement of the tenancy by an instrument 'inter vivos' shall not be entitled to apply under [this sub- -section] before the expiry of five years from the date on which the instrument was registered .
- Provided further that in case of gift from parents the above period of five years shall be reduced to two years.
- Provided further that where a landlord has obtained possession of a building under this section, he shall not be entitled to apply again under this section—
- (i) in case he has obtained possession of a residential building for possession of another residential building of his own;
- (ii) in case he has obtained possession of a non-residential building for possession of another non-residential building of his own.

Landlord's Right to Obtain Possession

- As per section 24 of the Act Where the tenancy is for a specified period agreed upon between the landlord and the tenant, the landlord shall not be entitled to apply for possession under section 23 before the expiry of such period
- As per section 28 Where the Controller is satisfied that any application made by a landlord for the eviction of a tenant is frivolous or vexatious, the Controller may direct that compensation, not exceeding two months rent, be paid by such landlord to the tenant.

Recovery of possession by landlord for repairs, alterations or additions or for reconstruction

- on or application made by a landlord, the Controller may, if he is satisfied—
- (a) that the building is reasonably and bonafide required by the landlord for carrying out repairs, alteration or additions which cannot be carried out without the building being vacated, or
- (b) that the building consists of not more than two floors and is reasonably and bonafide required by the landlord for the immediate purpose of demolishing it and such demolition is to be made for the purpose of erecting a new building on the site of the building sought to be demolished, pass an order directing the tenant to deliver possession of the building to the landlord before a specified date.
- No order for recovery of possession under this section shall be passed, unless the landlord gives an undertaking that the building on completion of the repairs alterations or additions, or the new building on its completion, will be offered to the tenant who delivered possession in pursuance of an order

Amendment Act of 2013

- Under the Amendment Act the proviso to section 21 was substituted. It was provided that where the tenant denies the title of the landlord or claims a right of permanent tenancy, the Court shall decide whether the denial or claim is bonafide and may pass a decree for eviction on any of the grounds mentioned.
- Similarly, in section 23A after sub-clause 3(b), new sub-section 3(c) is inserted which provides that a landlord, who is a senior citizen, or a widow, or a physically disabled person, on an application made in this behalf to the Controller, shall be entitled to recover possession of any residential premises owned by him/her on the ground that such premises are bonafide required by him/her for occupation by himself/herself.
- The provisions relating to appeal and revision against the order of the rent controller or rent tribunal have also been amended

Payment or deposit of rent during pendency of proceedings for eviction

- As per section 32 No Tenant is entitled to contest the proceedings until and unless he deposits the rent and continues to deposit till the termination of the proceedings.
- **Jose Fernandes v/s Fabrica of the Church of Raia, 1998 (1) Goa L.T. 361**
- **Smt. Sushilabai Dantye v/s Ganpat Kudtarkar, 1998 (2) G.L.T. 266.**
- **Roque Antonio Judas Tadev Caetano Rebeiro v/s Agnelo Cassiano Nevis D'Souza & 4 others, 1989 (2) G.L.T. 313**

Case laws

- **Shri Joao Xavier Pinto v/s Shri Oswald J.C. Belho and two others, (1990 (1) G.L.T. 116)**
- **Shri Datta Anant Gadi v/s Smt. Guilhermina Silveira and three others, 2000 (1) Goa Law Times, 39**
- **Smt. Hirabai Devdas Talaulikar v/s Joao Manuel Santarita Piedade Camara and ors. 2000 (1) G.L.T. 378**
- **Anthony Carvalho v. Hubert Fernandes, 1995 (3) Bom CR 595**

Case laws

- **Janardhan J. Shinkre v. Smt. Rukminibai Shet Negwekar, 1995 (4) Bom CR 97**
- **Dattaram Pargam v. Allan Vales, 2000 (1) Goa LT 430 =Smt. Rajbir Kaur and Anr v. Chokosiri and Co, AIR 1988 SC 1845**
- **Shri. Mulam Abubakar and Anr. v. State of Goa,1998 (3) Bom CR 57**
- **Maria Madeirae Fernandes v. Vishnu Mahadeo Kanekar, AIR 1987 Bom 240**

Case laws

- **Shri Mariano Silveira Vs. Antonio Silveira (W.P.No.128/1990.)**
- **Shri Shamsunder Kaka Talkar Vs. Rent Controller and Ors; 1995(1) GLT 117**
- **Shri Shaik Mahamad v. Shri Joao Souza,1990 (2) Goa LT 425 Smt.**
- **Kanchan Ramdas Moraskar Vs. Dr.Armando Joe Benedito Mascarenhas; 2013(2) GLT 630(Bom)(PB)**

Case laws

- **Shri Joel Avelino Noronha & Ors. V/s Shri Francisco Xavier Estanislau Miranda & Ors. High Court of Bombay at Goa in Writ Petition No. 793 of 2015 dated 17th February 2016**
- **Shri Baboo alias Surendra Gadekar Versus Shri Jivottam Krishna Naik,(since deceased) by his legal representatives , High Court of Bombay at Goa in Writ Petition No. 50 of 2014 Reserved on : 23rd March, 2016. Pronounced on : 8th June, 2016**

Obligation of landlord and tenant

- **Chapter VI** containing Sections 33 to 35 deals with obligation of landlord and tenant. Under this chapter the landlord is duty bound to keep his building always in good and tenable conditions. If the Landlord fails or neglects to make required repairs within reasonable time of written notice then tenant can make necessary repairs and deduct the expenses from the rent payable, not exceeding 1/12th of the rent payable.
- Landlord is also duty bound to execute lease deed of the building in favour of the tenant.
- Further Landlord by himself or through agent cannot withhold any essential supply or service of the building let to the tenant. If landlord contravenes this provision then tenant is entitled to file necessary application before the controller.

Hotels and lodging houses

- **Chapter VII** containing Sections 36 to 40 provides for determination of fair rate, revision of fair rate, No excess charges of fair rate and recovery of possession in cases of Hotels and lodging houses.
- **Shri Hermano D'Souza v. Sri. Abelardo Rodrigues Medeiros, 1999 (1) Goa LT 419**

Authorities, Procedure and Appeals

- The Government of Goa vide Notification dated 27.06.2013, has appointed Civil Judge Junior Division as an Authorized Officer and also as a Controller under the Said Act.
- Section 44 of the Act provides the procedure to be followed by the Controller, the Rent Tribunal , the Appellate Board or the Administrative Tribunal in all inquiries, appeals and proceedings under the Act shall be as such as may be prescribed.

Miscellaneous

- **Chapter IX** containing Sections 51 - 59 provides that any order passed for eviction of the tenants are also binding on the sub-tenants.
 - Further it provides that in the event of the death of the tenant Legal representatives of the parties are entitled to continue with the proceedings.
 - Further the authorized officer or any original, revisional or appellate authority has power of inspection of the buildings.
- **Camilo Cardozo V/s. Remedio D'Souza**

Penalties (Section 54)

- (1) If any person contravenes the provisions of section 15 or section 16, he shall be punishable with a simple imprisonment for a term which may extend to two years and a fine which may extend to a sum double the extra amount or the like amount claimed, received or stipulated in addition to or in excess of the fair rent or the agreed rent.
- (2) Any person who contravenes or attempts to contravene or abets the contravention of any of the provisions other than section 15 or section 16 of this Act, or any rule made thereunder shall be punishable with fine which may extend to five thousand rupees.
- (3) Where a person committing an offence under this Act is a company, or other body corporate, or an association of persons (whether incorporated or not), every Director, Manager, Secretary, Agent or other Officer or person concerned with the management thereof shall unless he proves that the offence was committed without his knowledge or consent, be deemed to be guilty of such offence.

THANK YOU