



HIGH COURT OF UTTARAKHAND AT NAINITAL

Civil Revision No. 11 of 2026

20 March, 2026

Shri Shravan Kumar -----Defendant/Revisionist

Versus

Smt. Sarita Gupta -----Plaintiff/Respondent

Presence:-

Mr. Siddhartha Singh and Ms. Zeba Naaz, Advocates for the revisionist.

Mr. Yash Bisht and Mr. Vikas Bahguna, learned counsel for the respondent.

1. The present Civil Revision under Section 25 of the Provincial Small Cause Courts Act, 1887, has been preferred against the order dated 27.01.2026, passed by the Judge, Small Cause Court/1st Additional District Judge, Dehradun, in SCC Case No. 14 of 2024, Sarita Gupta vs. Shravan Kumar Gupta. By the said order dated 27.01.2026, the learned Trial Court rejected the application under Order VII Rule 11 C.P.C., filed by the defendant/revisionist for rejection of the plaint on the ground that the suit was barred under Section 40 of the Uttarakhand Tenancy Act, 2021.

2. The brief facts of the case are that the plaintiff/respondent had filed a suit SCC Case No. 14 of 2024 for arrears of rent, ejectment and *mesne* profit on



the ground that the plaintiff had purchased the said property/three shops through two sale-deeds dated 29.03.2022 and the defendant/revisionist had been in occupation of one shop of the said property at a monthly rent of Rs. 2500/- per month; that the defendant has not paid the monthly rent since 2018; that the property is in dilapidated condition and the plaintiff had received a notice dated 17.05.2022 from Nagar Nigam Dehradun under Section 331 (1) of the Nagar Nigam Adhiniyam, 1959 to demolish the said property; that the defendant/revisionist had neither paid the rent nor vacated the property. The defendant/revisionist filed written statement denying the plaint allegation and thereafter, filed an application under Order VII Rule 11 C.P.C. on the ground that the Suit filed by the plaintiff was barred by the provisions of Uttarakhand Tenancy Act, 2021, which came into force from 01.01.2003 and as per Section 40 of the said Act, the Civil Court had no jurisdiction to entertain the suit.

3. The plaintiff/respondent filed objection against the said application and after hearing the parties, order dated 27.01.2026 was passed by the learned Trial Court, which is challenged in the present Civil Revision.

4. Learned counsel for the revisionist submitted



that as per Section 40 of the Uttarakhand Tenancy Act, 2021 the suit was barred and the application filed by the revisionist was liable to be allowed. Learned counsel for the revisionist also submitted that in view of the law laid down by Hon'ble Allahabad High Court in the case of *Alok Gupta vs. District Judge Rent Tribunal and others*, 2024 SCC ONLINE All 648, the suit was liable to be dismissed and an application was only maintainable before the Rent Authority as per the Uttarakhand Tenancy Act, 2021, even in absence of written lease agreement when the relationship of landlord and tenant is admitted between the parties. Learned counsel for the respondent/plaintiff however, submits that the Uttarakhand Tenancy Act, 2021, more particularly, Section 4 (6) of the said Act makes a specific bar in case no written agreement is reached between the parties and the same is not filed before the Rent Authority/Competent Authority. He further submits that the said specific bar is not mentioned in the Uttar Pradesh Tenancy Act, 2021 and, as such, the Judgment on which, reliance has been placed by the learned counsel for the revisionist is not applicable in the present case.

5. Having heard learned counsel for the parties and on perusal of the record, the question which arises



before the Court is that, as to whether the suit filed by the plaintiff before the Civil Court was barred as per Section 40 of the Uttarakhand Tenancy Act, 2021, when there was no written agreement between the parties and when the same was not submitted before the Rent Authority/competent authority.

6. Section 4 of the Uttarakhand Tenancy Act, 2021, reads as under:-

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

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

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

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

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



and

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

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

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

7. On the other hand the Section 4 of the U.P. Tenancy Act, 2021, reads as under:-

“4. (1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landlord and tenant jointly, in the form specified in the First Schedule within a period of two months from the date of tenancy agreement: Provided that in cases of residential tenancies for a period of less than twelve months, the landlord and tenant shall not be required to inform the Rent Authority about such tenancy.

(2) Where the landlord and the tenant fail to jointly inform the execution of the tenancy agreement referred to in sub-section (1), the landlord and tenant shall separately inform the execution of tenancy agreement to the Rent Authority within a



period of one month from the date of expiry of the period specified in sub-section (1).

(3) Where, in relation to a tenancy created before the commencement of this Act,- (a) if an agreement in writing was entered into between the landlord and the tenant, they shall jointly present a copy thereof to the Rent Authority within three months of the commencement of this Act. (b) if 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 present the same to the Rent Authority within three months of the commencement of this Act: Provided that where the landlord or the tenant fail to present jointly a copy of the tenancy agreement or fail to reach an agreement within specified period, such landlord and tenant shall separately file the particulars about such tenancy with the Rent Authority within one month from the date of expiry of period mentioned in clause (b) above, in the form specified in First Schedule. If the landlord has submitted his particulars within the specified period but tenant fails to submit such particulars, the landlord may file an application for eviction on this ground alone:

Provided further that during such eviction proceedings, the Rent Authority shall, notwithstanding anything contained in this Act, decide interim rent payable by the tenant during such adjudication.

(4) The State Government shall, put in place a digital platform in the Hindi or English language for enabling submissions of document in such form and manner as may be prescribed.

(5) The Rent Authority shall, after receiving information about the execution of tenancy agreement along with the documents specified in the First Schedule, provide a unique identification number to the parties.



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

(7)The information provided under sub-sections (1), (2) and (3) shall be conclusive proof of the facts relating to tenancy and matters connected therewith, and in the absence of any statement of information, the landlord may file an application for eviction on this ground alone.”

8. The judgments passed by the Hon’ble Allahabad High Court; reliance on which has been placed by the learned counsel for the revisionist; deals with the U.P. Tenancy Act and the Hon’ble Allahabad High Court had considered this aspect as to what would be the consequence, in case, there is no written agreement between the parties and the said agreement has not been placed before the Competent Authority. The Hon’ble Allahabad High Court dealt with Section 4 of the U.P. Tenancy Act and in para 22 and 23 of the judgment in the case of Ashok Gupta (supra) held that the information required to be submitted before the Rent authority does not appear to be the sine qua non for maintaining an application under Section 21 (2) of the Act. Para 22 and 23 of the said judgment reads as under:

“22. Sub Section (3) relates to a tenancy created before the commencement of the Act. Sub-clause (a) thereof deals with a situation where an agreement in writing was



entered between the landlord and tenant in which case they shall jointly present 13 of 16 a copy thereof to the Rent Authority within three months of the commencement of the Act. Sub-clause (b) on the other hand deals with a situation where no agreement in writing was entered into between landlord and tenant in which case they shall enter into an agreement in writing with regard to that tenancy and present the case to the Rent Authority within three months of the commencement of the Act. The proviso takes into consideration a situation where the landlord or the tenant fail to present jointly a copy of the Tenancy Agreement or fail to reach agreement within specified period such landlord and tenant shall separately file the particulars about such tenancy with the Rent Authority within one month from the date of expiry of the period mentioned in Clause (b) of subsection 3 of Section 4 in the Form specified in First Schedule. If the landlord has submitted his particulars within the time specified but the tenant fails to submit such particulars, the landlord may file an application for eviction of the tenant on that ground alone. Though the provision visualizes a situation where a tenant fails to comply with provisions of submitting particulars giving the landlord a ground to seek eviction of the tenant on the ground of default in submitting the particulars but the provision is silent about the outcome of a default at the instance of the landlord. The intention of the legislature is obvious that it would not affect the rights of the landlord to file for eviction of the tenant. Sub Clause 4 deals with providing the digital platform in Hindi and English enabling submission of the documents in such form and manner prescribed. The Sub-section (5) of Section 4 provides that the Rent Authority after receiving information about the execution 14 of 16 of Tenancy Agreement along with the documents specified in the First Schedule shall provide a Unique Identification Number to the parties. The Sub-section (6) of Section 4 provides that the terms of authorization of the Property Manager, if any, by the landlord to deal with the tenant shall be as agreed to by the landlord and tenant in the Tenancy Agreement. Sub-section (7) of Section 4 provides that the information provided under Sub-sections (1), (2) and (3) shall be conclusive proof of the facts relating to tenancy and matters connected therewith and in absence of any statement of information, the landlord may file an application for eviction on this ground alone.



23. A conjoint reading of the various sub-sections of Section 4 of the Act reveals that the intention of legislature for requiring both the landlord and the tenant to inform to the Rent Authority in the form specified in the First Schedule within a certain time frame is to treat the information as conclusive proof of the facts relating to the tenancy and matters connected with it. It does not appear to be the sine qua non for maintaining an application under Section 21 (2) of the Act. Where the tenancy is admitted, in the opinion of the Court, no such information as contemplated under Section 4 of the Act is warranted. Where the tenancy or its terms are disputed, it is always open for the parties to adduce evidence in support of their respective cases before the respective authorities.”

9. However, in the present case, the Uttarakhand Tenancy Act, 2021 lays a specific bar, as it has been clearly specified in Section 4 (6) that in absence of any statement of information provided before the Rent Authority/Competent Authority, the landlord and the tenant shall not be entitled to any relief under the Act. Section 4 (6) of the Uttarakhand Tenancy Act, 2021 is quoted below:

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

10. Admittedly, in the present case, there was no



2026:UHC:2095

written agreement between the plaintiff and the respondent and admittedly, no information about the tenancy was submitted before the Rent Authority/Competent Authority. Thus, the suit filed by the plaintiff in the present case was maintainable before the Civil Court only and any relief claimed by the revisionist was barred by Section 4 (6) of the Uttarakhand Tenancy Act, 2021.

11. Apart from the above referred facts, the learned Additional District Judge, Dehradun has dealt with the other aspect of the matter in detail and has given cogent reasons for rejecting the application filed under Order VII Rule 11 C.P.C.

12. In view of the above discussions, the Court is of the view that there is no illegality or infirmity in the order passed by the learned Additional District Judge in dismissing the application filed by the revisionist. The revision lacks merit and is liable to be dismissed.

13. The Revision is dismissed *in limine*.

No order as to cost.

(Subhash Upadhyay, J.)
20.03.2026

Kaushal