ANURADHA TIWARI
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HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 5554 of 2026

1 - Ikram Qureshi S/o Islam Qureshi Aged About 39 Years At- Gulmohar Heights, 102, Kelabadi, Durg, Tehsil And Distt. - Durg (C.G.)

2 - Afsar Qureshi S/o Islam Qureshi Aged About 42 Years At- Gulmohar Heights, 102, Kelabadi, Durg, Tehsil And Distt.- Durg (C.G.)

3 - Smt. Ruhina Qureshi W/o Ikram Qureshi Aged About 34 Years At- Gulmohar Heights, 102, Kelabadi, Durg, Tehsil And Distt.- Durg (C.G.)

... Petitioners

versus

Tajuddin S/o Late Mumtaj Hussain Aged About 68 Years At- Shubhash Nagar, Ward No. 41, Gali No. 03, H.No. 10, Kelabadi, Durg, Tehsil And Distt.- Durg (C.G.)

... Respondent

(Cause-title taken from Case Information System)

For Petitioner	:	Mr. Lukesh Kumar Mishra, Advocate

Hon'ble Shri Krushna Ram Mohapatra, Chief Justice
Hon'ble Shri Santosh Sharma, Judge

Order on Board

***Per Krushna Ram Mohapatra*, Chief Justice**

04.11.2026

1. Heard Mr. Lukesh Kumar Mishra, learned counsel for the Petitioners.

2. The Petitioners, in this writ petition, seek to assail the order dated 12.10.2026 (Annexure P/1) passed by the learned Chhattisgarh Rent Control Tribunal, Raipur (for brevity, 'the Tribunal') in Appeal No.28-A of 2026, filed under Section 13 of the Chhattisgarh Rent Control Act, 2011 (for brevity, 'Act of 2011'), whereby the appeal was dismissed confirming the order dated 20.06.2025 (Annexure P/2) passed by the learned Rent Control Authority, Durg, District Durg (C.G.) (for brevity, 'the RCA') in Rent Control Case No.11A-90 Year 2020-21.

3. Mr. Mishra, learned counsel for the Petitioners, submits that the Respondent, claiming himself to be the landlord, filed an application before the RCA under Section 12 of the Act of 2011 for eviction of the Petitioners, contending that he requires the demised premises for his own occupation and that the Petitioners have defaulted in payment of rent. The learned RCA, without taking into consideration the case of the Petitioners, passed an ex-parte order of eviction against them. Assailing the same, the Petitioners filed Appeal No.28-A of 2026 before the Tribunal, which was also dismissed. Hence, the present writ petition has been filed.

4. It is submitted by Mr. Mishra, learned counsel for the Petitioners, that the Respondent had also lodged an FIR against Petitioner No.1 before Police Station Nevai, Bhilai, District Durg (C.G.). The Respondent-Tajuddin made a statement before the Police

(Annexure P/9) to the effect that the Petitioners are rank trespassers (encroachers) in respect of the demised premises and that, when they were asked to vacate the same, they demanded Rs.5 lakhs for vacating it. Thus, it is clear from the statement of the Respondent before the Police that the Petitioners were not tenants under the Respondent. On the other hand, they were encroachers over the said property. He, therefore, submits that proceeding under Section 12 of the Act of 2011 for their eviction before the RCA was not maintainable.

5. It is further submitted by Mr. Mishra, learned counsel for the Petitioners, that the Petitioners have taken a specific stand that they are not tenants under the Respondent, but the said issue was not properly adjudicated either by the RCA or by the Tribunal. As such, the impugned orders are not sustainable. No notice was served on the Petitioners by the Respondent before filing the petition for eviction before the RCA, as required under Clause 11(g) of Schedule-2 of Section 12 of the Act of 2011. Thus, the proceeding before the RCA was incompetent. The learned Tribunal failed to adjudicate the said objection and recorded an erroneous finding that, since the Petitioners are habitual defaulters, no prior notice, as aforesaid, for initiation of the proceedings before the RCA was necessary.

6. Although a prayer for recovery of arrears of rent was made, no issue was framed to that effect; however, both the RCA and the

Tribunal granted relief for recovery of arrears of rent from the Petitioners. Hence, he prays for setting aside the impugned orders passed under Annexures P/1 and P/2.

7. Taking note of the submissions made by learned counsel for the Petitioners and on perusal of the material on record, this Court finds that, at the time of adjudication of the proceedings before the RCA, the Respondent had submitted photocopies of the possession letter along with copies of the rent receipts granted to the Petitioners as a token of receipt of rent from them. The same were not disputed by the Petitioners either before the RCA or before the Tribunal.

8. Further, it appears that the Petitioners are in possession of the demised premises. When the Respondent had, prima facie, established that he is the title holder of the property, the onus shifts to the Petitioners to establish how and when they entered into possession of the demised premises. It is also required to be established in what capacity the Petitioners are occupying the demised premises. Not a single document to that effect has been filed, except for a bald statement to the effect that the Petitioners have been in possession of the demised premises since 2019.

9. Relevant portion of Clause 11 of Schedule-2 to Section 12 of the Act of 2011 reads as follows:

"SCHEDULE 2

[See Section 12 (2) of the Act)

Landlord's Rights available under the Act

Rights

*** *** *** ***

11. Right to seek from the Rent Controller eviction of the tenant on the following grounds:

(a) If the tenant is a habitual defaulter in payment of rent and/or other dues.

(b) If the tenant causes, or allows to be caused, substantial damage to. the accommodation, for any reason whatsoever.

(c) If the tenant uses the accommodation for purpose(s) other than that for which it was leased out.

(d) If the tenant becomes a social nuisance.

(e) If the tenant is convicted under any section of the Indian Penal Code.

(f) For carrying out major renovation work which is not possible with the tenant housed in.

(g) On 3 months notice to the tenant in writing, if the accommodation is required for own occupation and/or occupation by any member of the family including spouse, parent(s), son(s), daughter, daughter(s)-in-law, son(s)-in-law.

(h) On 6 months notice to the tenant in writing, without any obligation to assign any reason, but on the condition that the accommodation will not be leased out at a higher rent for atleast 12 months thereafter:

Provided, however, that in case of the following special categories of landlords and/or their spouse desiring the accommodation back for own use, the period of notice shall be one month: current or retired government servants, widows, personnel of the armed forces, persons coming to physical or mental handicap, and senior citizens (above the age of 65 years).”

10. The Petitioners have taken a ground that the petition for eviction before the RCA would be maintainable only if the pre-condition of three months' notice is complied with when the demised premises are required for personal use. In the instant case, no notice was issued to the Petitioners by the Respondent before filing the

petition for eviction before the RCA. The Tribunal, on discussion of the material on record, came to the conclusion that the petition for eviction is also maintainable when the tenant is a habitual defaulter in payment of rent and/or other dues.

11. Clause 11 of the Schedule-2 to Section 12 of the Act of 2011 provides for grounds to maintain a petition for eviction of tenant before RCA. A petition for eviction of tenant is maintainable on any one or some of the grounds mentioned in Clause 11. In the instant case, apart from the ground of personal use, the Respondent had also taken the ground that the Petitioners are habitual defaulters in payment of rent. A notice of three months required to be given to the tenant if a landlord claims eviction of the tenant on the ground of personal use. But, to claim eviction under Clause 11(a), i.e. habitual defaulter, no pre-condition of three months' notice is required to be complied, as would be clear from Clause 11 itself. Thus, a petition for eviction would be maintainable solely on the ground of eviction under Clause 11(a) of Schedule-2 to Section 12 of the Act of 2011. In all cases of eviction before the RCA, the pre-condition of three months' notice under Clause 11(g) is not required unless the landlord takes the sole ground of personal use. In the instant case, apart from the ground of personal requirement, the Respondent has also claimed that the Petitioners are habitual defaulters in payment of rent. As such, three months' notice, as contemplated under Clause 11(g) of Schedule-2 to Section 12 of the Act of 2011, is not required to be issued.

12. It is submitted by Mr. Mishra, learned counsel for the Petitioners that no issue was framed on recovery of arrear dues from the Petitioners, but relief to that effect has been granted by the RCA and confirmed by the Tribunal. It is the trite law that when the parties are aware of the dispute between them, non-framing of issue on a particular point is not fatal to the proceeding. Thus, there is no substance in the submission of Mr. Mishra, learned counsel for the Petitioners.

13. The statement made before the Police is not enforceable in law. When it is established by the Respondent that the Petitioners had defaulted in payment of rent by adducing evidence, the question of their being encroachers, as raised by the Petitioners, does not arise in this case.

14. In view of the aforesaid discussion, we find no infirmity in the impugned orders passed under Annexures P/1 and P/2. Accordingly, the writ petition, being devoid of any merit, stands dismissed.

Sd/-
(Santosh Sharma)
Judge

Sd/-
(Krushna Ram Mohapatra)
Chief Justice

Anu