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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF LAW AND JUSTICE (Legislative Department)

New Delhi, the 24th November, 2023/Agrahayana 3, 1945 (Saka)

THE ANDAMAN AND NICOBAR ISLANDS TENANCY REGULATION, 2023

No. 2 OF 2023

Promulgated by the President in the Seventy-fourth Year of the Republic of India.

A Regulation to establish a Rent Authority to regulate renting of premises, to protect the interests of landlords and tenants, to provide speedy adjudication mechanism for resolution of disputes and for matters connected therewith or incidental thereto.

In exercise of the powers conferred by article 240 of the Constitution, the President is pleased to promulgate the following Regulation made by her:—

CHAPTER I

PRELIMINARY

1. (1) This Regulation may be called the Andaman and Nicobar Islands Tenancy Regulation, 2023.

Short title,
extent and
commencement.

(2) It extends to the whole of the Union territory of Andaman and Nicobar Islands.

(3) It shall come into force on such date as the Administrator may, by notification in the Official Gazette, appoint and different dates may be appointed for different provisions of this Regulation and any reference in any such provision to the commencement of this Regulation shall be construed as a reference to the coming into force of that provision.

2. In this Regulation, unless the context otherwise requires,—

Definitions.

(a) "Administration" means the Administration of the Union territory of Andaman and Nicobar Islands;

(b) "Administrator" means the Lieutenant Governor of the Union territory of Andaman and Nicobar Islands appointed by the President under article 239 of the Constitution;

(c) "*force majeure*" means a situation of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, affecting the habitation of the tenant in the premises let out on rent;

(d) "landlord", whether called landowner or lessor or by whatever name called, means a person who receives or is entitled to receive, the rent of any premises, on his own account, if such premises were let out to a tenant, and shall include,—

(i) his successor-in-interest; and

(ii) a trustee or guardian or receiver receiving rent for any premises or is entitled to so receive, on account of or on behalf of or for, the benefit of any other person such as minor or person of unsound mind who is not eligible to enter into a contract;

(e) "local authority" means a Village Panchayat or Panchayat Samiti or Zila Parishad or a Municipal Corporation or a Municipal Council or a Nagar Panchayat or a Planning or Development Authority, by whatever name called, or the Cantonment Board, or a civil area committee appointed under section 47 of the Cantonment Act, 2006 or such other body entitled to function as a local authority in any city or town, constituted under any law for the time being in force in the Union territory of Andaman and Nicobar Islands;

41 of 2006.

(f) "notification" means a notification published in the Official Gazette of the Union territory of Andaman and Nicobar Islands;

(g) "premises" means any building or part of a building which is, or is intended to be, let out on rent for the purpose of residential or commercial use except for hotel, lodging house, dharamshala, inn and for industrial use and includes—

(i) garden, garage or closed parking area, vacant land, grounds and out-houses, if any, appertaining to such building or part of the building; and

(ii) any fitting to such building or part of the building for the more beneficial enjoyment thereof;

(h) "prescribed" means prescribed by rules made by the Administrator under this Regulation;

(i) "property manager" means a person or any legal entity including rental agent who is authorised by the landlord to manage the premises and who represents the landlord in his dealings with the tenant;

(j) "rental agent" means any person, who negotiates or acts on behalf of landlord or tenant or both in a transaction of renting of any premises and receives remuneration or fees or any other charges for his services whether as a commission or otherwise and includes a person who introduces, through any medium, prospective landlord and tenant to each other for negotiation for renting of premises and includes property dealers, brokers or middlemen, by whatever name called;

(k) "Rent Authority" means an officer appointed as Rent Authority under section 30;

(l) "Rent Court" means an officer appointed as Rent Court under section 33;

(m) "Rent payable" in relation to any premises, means the rent as specified in sub-section (l) of section 8;

(n) "Rent Tribunal" means an officer appointed as Rent Tribunal under section 34;

(o) "Schedule" means the Schedules annexed to this Regulation;

(p) "sub-tenant" means a person to whom the tenant sub-lets whole or part of the premises held by him or transfers or assigns his rights accrued under the tenancy agreement or a supplementary agreement to the existing tenancy agreement;

(q) "supplementary agreement" means an agreement to the existing tenancy agreement executed between the landlord and the tenant on matters referred to in sub-section (I) of section 7;

(r) "tenant", whether called lessee or by any other name, means a person by whom or on whose account or on behalf of whom, the rent of any premises is payable to the landlord under a tenancy agreement and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Regulation, but shall not include any person against whom any order or decree for eviction has been made.

3. (1) Nothing contained in this Regulation shall apply to any,—

(a) premises owned or promoted by the Central Government or the Administration or local authority or a government undertaking or enterprise or a statutory body or the Cantonment Board;

Regulation not to apply to certain premises.

(b) premises owned by a company, the University or organisation given on rent to its employees as part of service contract;

(c) premises owned by religious or charitable institutions as may be specified, by notification by the Administrator;

(d) premises owned by Waqf registered under the provisions of the Waqf Act, 1995 or by any trust registered under any other law, relating to public trust, for the time being in force in the Union territory of Andaman and Nicobar Islands; and

43 of 1995.

(e) other building or category of buildings specifically exempted in public interest by notification by the Administrator.

(2) Notwithstanding anything contained in sub-section (1), if the owner and the tenant of the premises referred to in clauses (a) to (e) of the said sub-section agrees that the tenancy agreement entered into between such landlord and tenant be regulated under the provisions of this Regulation, such landlord may inform the Rent Authority about the agreement to do so at the time of information of the tenancy agreement under section 4.

CHAPTER II

TENANCY

4. (1) Notwithstanding anything contained in this Regulation or any other law for the time being in force in the Union territory of Andaman and Nicobar Islands, no person shall, after the commencement of this Regulation, let out or take on rent any premises except by an agreement in writing the information of which shall be given 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 such tenancy agreement.

Tenancy agreement.

(2) If the term of the agreement referred to in sub-section (1), exceeds eleven months, then such agreements shall be registered under the provisions of the Registration Act, 1908.

16 of 1908.

(3) 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 such tenancy agreement to the Rent Authority within a period of one month from the date of expiry of the period referred to in sub-section (1).

(4) The Rent Authority may, within a period of three months from the date of its appointment, put in place a digital platform in the local vernacular language or the language

of the Union territory of Andaman and Nicobar Islands for enabling submissions of document in such form and manner as may be prescribed.

(5) The Rent Authority may, after receiving information about the execution of tenancy agreement along with the copy of the agreement and 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 the local vernacular language or the language of the Union territory of Andaman and Nicobar Islands,

within a period of seven working days from the date of receipt of such information, in such manner along with such documents as may be prescribed.

(6) The terms of authorisation of the property manager, if any, appointed 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 and the tenant shall not be entitled to any relief under the provisions of this Regulation.

Period of tenancy.

5. (1) Every tenancy entered into after the date of commencement of this Regulation shall be valid for a period as agreed upon between the landlord and the tenant and as specified in the tenancy agreement.

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

(3) Where a tenancy for a fixed term ends and has not been renewed or the tenant fails to vacate the premises at the end of such tenancy, then such tenant shall be liable to pay such enhanced rent to the landlord as may be provided in the tenancy agreement.

(4) Notwithstanding anything contained in this section, if the term of tenancy expires at a time when the locality where the premises let out on rent is situated is affected by any disastrous event of *force majeure*, then, subject to requisition by the tenant, the landlord shall allow the tenant to continue in possession of the said premises till a period of one month from the date of cessation of such disastrous event on the same terms and conditions of the tenancy agreement already entered into.

Rights and obligations of successor in case of death.

6. The terms of agreement executed between landlord and tenant, shall be binding upon their successors in the event of the death of the landlord or tenant, and in such case, the successors of the deceased landlord or tenant shall have the same rights and obligations as agreed to in the tenancy agreement for the remaining period of such tenancy.

Restriction on sub-letting.

7. (1) After the commencement of this Regulation, no tenant shall, except by entering into a supplementary agreement to the existing tenancy agreement,—

(a) sub-let whole or part of the premises held by him as a tenant; and

(b) transfer or assign his rights in the tenancy agreement or any part thereof.

(2) Where the premises is sub-let upon entering into a supplementary agreement to the existing tenancy agreement as referred to in sub-section (1), the landlord and the tenant shall jointly submit such agreement to the Rent Authority in the Form specified in the First Schedule within a period of two months from the date of such agreement.

(3) If the term of the agreement referred to in sub-section (1) exceeds eleven months, then such agreement shall be registered under the provisions of the Registration Act, 1908.

CHAPTER III

RENT

8. (1) The rent payable in respect of a premises shall be the rent agreed to between the landlord and the tenant in accordance with the terms of the tenancy agreement. Rent payable.

(2) All rent, deposits and other charges payable shall be made by either bank deposit, electronic transfer, cheque, demand draft, postal money order or such other method as may be prescribed, which can be verified by the Rent Authority, the Rent Court, the Rent Tribunal and such other authority as may be prescribed.

9. (1) The revision of rent between the landlord and the tenant shall be in accordance with the terms of the tenancy agreement. Revision of rent.

(2) Where, after the commencement of tenancy, the landlord has entered into an agreement in writing with the tenant prior to the commencement of the work and has incurred expenditure for carrying out improvement, addition or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out under section 15, the landlord may increase the rent of the premises by an amount as agreed to between the landlord and the tenant, and such increase in rent shall become effective within one month after the completion of such work.

10. In case of any dispute between the landlord and tenant regarding revision of rent, the Rent Authority may, on an application made by the landlord or tenant, determine the revised rent and other charges payable by the tenant and also fix the date from which such revised rent becomes payable. Rent Authority to determine revised rent in case of dispute.

11. (1) The security deposit to be paid by the tenant in advance shall be such as may be agreed upon between the landlord and the tenant in the tenancy agreement, which shall,— Security deposit.

(a) not exceed two months' rent, in case of residential premises; and

(b) not exceed six months' rent, in case of non-residential premises.

(2) The security deposit shall be refunded to the tenant on the date of taking over vacant possession of the premises from the tenant, after making due deduction of any liability of the tenant.

CHAPTER IV

RIGHTS AND OBLIGATIONS OF LANDLORD AND TENANT

12. The tenancy agreement shall be signed in duplicate by both the landlord and tenant, and each one of such original signed tenancy agreement shall be retained by the landlord and tenant. Original tenancy agreement to be retained by landlord and tenant.

13. (1) Every tenant shall pay rent and other charges payable within such period as agreed to in the tenancy agreement. Rent and other charges payable and receipt for payment thereof.

(2) Every landlord or his property manager shall, on receipt of payment towards rent and other charges payable within the period stipulated in the tenancy agreement from the tenant, provide forthwith against acknowledgement, a duly signed receipt for the amount received by him.

(3) Where the payment of rent or other charges is made by the tenant to the landlord through the electronic mode, the bank acknowledgement thereof shall be conclusive proof of such payment.

14. (1) Where the landlord refuses to accept any rent and other charges payable or refuses to give a receipt, the rent and other charges shall be paid to the landlord by postal Deposit of rent with Rent Authority.

money order or any other method, in such manner as may be prescribed, consecutively for two months, and if the landlord refuses to accept the rent and other charges within such period, then the tenant may deposit the same with the Rent Authority in such manner as may be prescribed.

(2) Where the tenant is unable to decide to whom the rent is payable during the period of tenancy agreement, the tenant may, in such case, deposit the rent with the Rent Authority in such manner as may be prescribed.

(3) Where the rent is deposited under sub-section (1) or sub-section (2), the Rent Authority shall enquire the case as to whom the rent is payable and pass orders as it may deem fit on the basis of the facts of the case.

(4) The withdrawal of rent and other charges payable, deposited under sub-section (1) or sub-section (2), shall not by itself operate as an admission against the landlord or any other claim made by the tenant, if the landlord withdraws it to the extent of rent agreed upon under the tenancy agreement.

Repair and
maintenance
of property.

15. (1) Notwithstanding any agreement in writing to the contrary, the landlord and the tenant shall keep the premises in as good a condition as at the commencement of the tenancy, except for normal wear and tear, and shall respectively be responsible to repair and maintain the said premises as specified in the Second Schedule or as agreed to in the tenancy agreement.

(2) In case of common facilities shared among the tenants or with the landlord, the respective responsibilities of the tenant and landlord to repair and maintain those facilities shall be such as may be specified in the tenancy agreement.

(3) If the tenant fails or refuses to carry out the repairs referred to in sub-section (1) or sub-section (2), the landlord may carry out the repairs or remove the additional structure erected by tenant without the consent of tenant and deduct the amount incurred for such repairs or removal from the security deposit and the amount so deducted shall be paid by the tenant within a period of one month of issue of notice by the landlord in that regard.

(4) If the cost for the repairs referred to in sub-section (1) or sub-section (2) exceed the security deposit, the tenant shall be liable to pay the excess cost including the security deposit so deducted to the landlord within a period of one month of the issue of notice by the landlord in that regard.

(5) In case the landlord refuses to carry out the repairs referred to in sub-section (1) or sub-section (2), the tenant may carry out such repairs and deduct the expenditure incurred towards the same from the rent to be paid for the succeeding months:

Provided that in no case the deduction from rent in any one month shall exceed fifty per cent. of the agreed rent for a month.

(6) Where the premises is uninhabitable without the repairs and the landlord refuses to carry out the required repairs, after being called upon by the tenant in writing to do so, the tenant may abandon the premises after giving the landlord fifteen days' notice in writing.

(7) Where the premises let out on rent becomes uninhabitable for the tenant due to an event of *force majeure* or the tenant is unable to reside due to occurrence of such event, the landlord shall not charge rent from the tenant until the said premises is restored by the landlord, subject to the provisions of this section, to be inhabitable.

(8) Where the rented premises becomes uninhabitable as specified in sub-section (6) or sub-section (7) and the landlord fails to carry out the required repairs to make it inhabitable or the said premises could not be made inhabitable, then, the security deposit and advance rent shall be refunded by the landlord to the tenant within a period of fifteen days of the expiry of the notice period, after making due deduction of liability of the tenant, if any.

16. During the existence of tenancy, the tenant shall,—

(a) not intentionally or negligently damage the premises or permit such damage;

(b) inform in writing the landlord of any damage; and

(c) take reasonable care of the premises and its contents including fitting and fixtures and keep it reasonably habitable having regard to its condition at the commencement of tenancy and the normal incidence of living.

Tenant to look after premises.

17. (1) Every landlord or the property manager may enter the premises let out on rent after serving a notice, in writing or through electronic mode, to the tenant at least twenty-four hours before the time of entry under any of the following circumstances, namely:—

Entry into premises.

(a) to carry out repairs or replacement or to do or to get work done in the premises;

(b) to carry out an inspection of the premises for the purpose of determining whether the premises are in a habitable state; or

(c) for any other reasonable cause for entry specified in the tenancy agreement.

(2) The notice referred to in sub-section (1) shall specify the day, time and reason for entry:

Provided that no person shall enter the premises before sunrise and after sunset:

Provided further that nothing contained in this section shall prevent the landlord from entering into the premises let out on rent without prior notice to the tenant in case of emergent situations like war, flood, fire, cyclone, earthquake or any other natural calamity, which may affect that premises.

18. In case the landlord has engaged a property manager, the landlord shall provide the following information to the tenant, namely:—

Information as to property manager.

(a) name of the property manager;

(b) proof that such property manager has been authorised by the landlord;

(c) specific purposes for which the property manager has been authorised by the landlord and the period of such authorisation; and

(d) if the property manager is a legal entity, the name of the entity and the person authorised in this behalf by that legal entity who may be contacted in relation to the tenancy agreement.

19. (1) The duties of the property manager shall include the following, namely:—

Duties of property manager and consequences of violation of duties.

(a) to collect rent against receipt;

(b) to do essential repairs on behalf of the landlord;

(c) to inspect the premises from time to time;

(d) to give notices to tenant for,—

(i) proper maintenance of the premises;

(ii) delay in payment of rent;

(iii) revision of rent;

(iv) vacation of premises; and

(v) renewal of tenancy;

(e) to help in resolution of disputes among tenants and between the landlord and tenant; and

(f) any other matters relating to tenancy to be acted upon only on the instructions of the landlord.

(2) Where the property manager acts, in contravention of the provisions of sub-section (1) or against the instructions of the landlord, the Rent Authority may, on an application made to it by the landlord or tenant in that behalf, remove the property manager or impose such costs on the property manager so as to compensate any loss incurred by the landlord or tenant due to such contravention.

Withholding essential supply or service.

20. (1) No landlord or property manager shall, either by himself or through any other person, withhold any essential supply or service in the premises occupied by the tenant.

(2) In case of contravention of provisions of sub-section (1) and on application made by the tenant in this behalf, the Rent Authority after examining the matter, may pass an interim order directing the restoration of supply of essential services immediately on service of such order upon the landlord or property manager, pending the enquiry referred to in sub-section (3).

(3) The Rent Authority shall conduct an enquiry in respect of the application made by the tenant under sub-section (2), and complete the enquiry within one month of filing such application.

(4) Any such enquiry or its outcome as referred to in sub-section (3) shall not affect the terms of the tenancy agreement or the period of tenancy as mentioned in sections 4 and 5.

(5) The Rent Authority may, after giving an opportunity of being heard, award a compensation not exceeding two months' rent to be paid by the person responsible for withholding the essential supply, so as to compensate the loss incurred.

(6) The Rent Authority may levy a penalty of a sum not exceeding twice the monthly rent to the tenant, if it finds that the application was frivolous or vexatious.

(7) For the purposes of this section, the term "essential services" includes supply of water, electricity, piped cooking gas supply, lights in passages, lifts and on staircase, conservancy, parking, communication links, sanitary services and security fixtures and features.

CHAPTER V

EVICION AND RECOVERY OF POSSESSION OF PREMISES BY LANDLORD

Eviction and recovery of possession of premises by landlord.

21. (1) A tenant shall not be evicted during the continuance of tenancy agreement unless otherwise agreed to in writing by the landlord and tenant, except in accordance with the provisions of sub-section (2) or in accordance with the provisions of section 22.

(2) The Rent Court may, on an application made to it by the landlord in such manner as may be prescribed, make an order for eviction and recovery of possession of the premises on one or more of the following grounds, namely:—

(a) that the tenant does not agree to pay the rent payable under sub-section (1) of section 8;

(b) that the tenant has not paid the arrears of rent and other charges payable in full as specified in sub-section (1) of section 13 for two consecutive months, including interest for delayed payment as may be specified in the tenancy agreement within a period of one month from the date of service of notice of demand, for payment of such arrears of rent and other charges payable to the landlord, in the manner provided in sub-section (4) of section 106 of the Transfer of Property Act, 1882;

(c) that the tenant has, after the commencement of this Regulation, parted with the possession of whole or any part of the premises without obtaining the written consent of the landlord;

(d) that the tenant has continued to misuse the premises even after receipt of notice from the landlord to desist from such misuse;

(e) where it is necessary for the landlord to carry out any repair or construction or rebuilding or addition or alteration or demolition in respect of the premises or any part thereof, which is not possible to be carried out without the premises being vacated:

Provided that after such repair, construction, rebuilding, addition or alteration, the tenant may be allowed to reoccupy the premises only when it has been mutually agreed to between the landlord and the tenant and a new tenancy agreement has been submitted with the Rent Authority and if the term of such agreement exceeds eleven months, then such agreement shall be registered under the provisions of the Registration Act, 1908:

16 of 1908.

Provided further that the tenant shall not be allowed to reoccupy the premises,—

(i) in the absence of submission of such mutual tenancy agreement with the Rent Authority; and

(ii) in cases where the tenant has been evicted under the orders of a Rent Court;

(f) that the premises or any part thereof is required by the landlord for carrying out any repairs, construction, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use by the competent authority;

(g) that the tenant has given written notice to vacate the premises let out on rent and in consequence of that notice, the landlord has contracted to sell the said premises or has taken any other step, as a result of which his interests would seriously suffer if he is not put in possession of that premises; and

(h) that the tenant has carried out any structural change or erected any permanent structure in the premises let out on rent without the written consent of the landlord.

(3) No order for eviction of the tenant on account of failure to pay the rent specified in clause (b) of sub-section (2) shall be made, if the tenant makes payment to the landlord or deposits with the Rent Court the arrears of rent and other charges payable, if any, including interest within one month from the date of service of the said demand notice upon him.

(4) Where the tenant fails to pay rent consecutively for two months subsequent to the grant of the relief specified in sub-section (3) in any one year, then the tenant shall not be entitled to such relief again.

(5) In any proceedings for eviction under clause (e) of sub-section (2), the Rent Court may allow eviction from only a part of the premises, if the landlord agrees for the same.

(6) For the purposes of this section, the expressions,—

(i) "competent authority" means any Authority which provides permission on matters relating to repair or redevelopment or demolition of building or permission for change in land use; and

(ii) "misuse the premises" means encroachment of additional space by the tenant or use of premises which causes public nuisance or causes damage to the property or is detrimental to the interest of the landlord or for immoral or illegal purposes.

22. (1) Notwithstanding anything contained in this Regulation or any other law for the time being in force in the Union territory of Andaman and Nicobar Islands, in case of death of the landlord, where there is a *bona-fide* requirement of the premises let out on rent by the legal heirs of the landlord during the period of tenancy, such legal heirs may file an application in this behalf for eviction and recovery of possession of the said premises before the Rent Court in such form and manner, as may be prescribed.

Eviction and recovery of possession of premises in case of death of landlord.

(2) The Rent Court may, on an application made to it under sub-section (1), if it is satisfied that the legal heirs of the deceased landlord are in *bona-fide* requirement of the premises let out on rent, pass necessary orders against the tenant for handing over vacant possession of the said premises to the legal heirs of the deceased landlord.

Enhancement of rent in case of refusal by tenant to vacate.

23. Where the tenant fails to vacate the premises let out on rent in accordance with the tenancy agreement on the expiration of the period of tenancy or termination of tenancy by an order or notice under the provisions of this Regulation, such tenant shall be liable to pay the landlord twice the monthly rent for the first two months and four times the monthly rent thereafter till the tenant continues to occupy the said premises.

Refund of advance rent by landlord.

24. (1) Where a landlord exercises the right of recovery of possession under sub-section (2) of section 21 or under section 22, and he had received any rent or any other payment in advance from the tenant, he shall before recovery of possession, refund to the tenant such amount after deducting the rent and other charges due to him.

(2) If the landlord fails to make any refund, he shall be liable to pay simple interest to the tenant at such rate as may be prescribed from time to time on the amount which he has omitted or failed to refund.

Payment of rent during eviction proceedings.

25. In any proceedings for recovery of possession on any ground other than that referred to in clause (a) or clause (b) of sub-section (2) of section 21, where the tenant contests the claim for eviction, the landlord may at any stage of the proceedings apply to the Rent Court to direct the tenant to pay him the rent payable, as under sub-section (1) of section 8, and the Rent Court may order the tenant to make such payment and all other charges due from the tenant alongwith penal charges, if any, due to delay in payment, in accordance with the provisions of this Regulation.

Permission to build additional structures.

26. (1) The tenant shall not carry out any structural change or erect any permanent structure in the premises let out on rent without the written consent of the landlord.

(2) In case of any additional structures which were made or erected in the premises by the tenant without the written consent of the landlord, it shall be the responsibility of such tenant to remove such additional structures.

(3) Where the landlord proposes to make any improvement in or construct any additional structure on any premises which has been let out to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure, the landlord may make an application in this behalf to the Rent Court.

(4) On an application made by the landlord under sub-section (3), if the Rent Court is satisfied that the landlord is ready and willing to commence the work which is necessary, it may permit the landlord to do such work and may make such other order as it may deem fit:

Provided that such improvement or additional structure shall not decrease or diminish or deteriorate the accommodation or housing services in the premises which may cause undue hardship to the tenant.

Special provision regarding vacant land.

27. (1) Notwithstanding anything contained in section 21 or section 22, where any premises let out for rent comprises vacant land, upon which it is permissible under the municipal bye-laws for the time being in force to erect any building whether for residential or for any other purpose, and the landlord who intends to erect such building is unable to obtain possession of the same from the tenant on the basis of the tenancy agreement, the landlord or, in case of death of the landlord, his legal heirs, may file an application in this behalf, in such form and manner as may be prescribed, before the Rent Court.

(2) The Rent Court may, on receipt of the application referred to in sub-section (1), if it is satisfied that the landlord is or, as the case may be, his legal heirs are ready and willing to commence the work and that the severance of the vacant land from the rest of the premises shall not cause undue hardship to the tenant,—

- (a) direct such severance after such enquiry as it may deem fit;
- (b) place the landlord in possession of the vacant land;
- (c) determine the rent payable by the tenant in respect of the rest of the premises; and
- (d) make such other orders as it may deem fit in the circumstances of the case.

28. Notwithstanding anything contained in any other law for the time being in force in the Union territory of Andaman and Nicobar Islands, where the interest of a landlord or in case of death of the landlord, of his legal heirs in any premises is determined for any reason whatsoever and any order is made by the Rent Court under this Regulation for the recovery of possession of such premises, such order shall, subject to the provisions of sub-section (3) of section 21, be binding on all occupants who may be in occupation of the premises and vacant possession thereof shall be given by all such occupants to the landlord or to the legal heirs of the landlord.

Vacant possession to landlord.

29. Notwithstanding anything contained in any other law for the time being in force in the Union territory of Andaman and Nicobar Islands, a tenant may give up possession of the premises on giving such written notice as is required under the tenancy agreement and in the absence of any stipulation relating to such notice, the tenant shall give notice to the landlord at least one month before giving up possession of the premises.

Provisions regarding notice of giving up possession by tenant.

CHAPTER VI

RENT AUTHORITIES, THEIR POWERS AND APPEALS

30. The District Collector or the District Magistrate shall, with the previous approval of the Administrator, appoint an officer, not below the rank of Deputy Collector, to be the Rent Authority within his jurisdiction.

Rent Authority.

31. The Rent Authority shall have all the powers as are vested in the Rent Court under this Regulation and the procedure as laid down in sections 35 and 36 shall also be applicable to it.

Power and procedure of Rent Authority.

32. Any person aggrieved by the order of the Rent Authority may prefer an appeal to the Rent Court having territorial jurisdiction within a period of thirty days from the date of the order of the Rent Authority:

Appeals.

Provided that the Rent Court may entertain the appeal after expiry of the said period of thirty days, if it is satisfied that the appellant was prevented by a sufficient cause from preferring the appeal in time.

CHAPTER VII

RENT COURTS AND RENT TRIBUNALS

33. The District Collector or the District Magistrate shall, with the previous approval of the Administrator, appoint Additional Collector or Additional District Magistrate or an officer of equivalent rank, well versed in quasi-judicial functions to be the Rent Court for the purposes of this Regulation, within his jurisdiction.

Rent Court.

34. The Administrator may, in consultation with the jurisdictional High Court, by notification, appoint District Judge or Additional District Judge as the Rent Tribunal in each District.

Rent Tribunal.

35. (1) Save as provided in this section, nothing contained in the Code of Civil Procedure, 1908 shall apply to the Rent Courts and the Rent Tribunals, which shall be guided by the principles of natural justice and shall have power to regulate their own procedure in the following manner, namely:—

Procedure to be followed in Rent Court and Rent Tribunal.

(a) the landlord or the tenant may file an appeal before the Rent Court or the Rent Tribunal accompanied by an affidavit and documents, if any;

(b) the Rent Court or the Rent Tribunal shall then issue notice to the opposite party, accompanied by copies of appeal, affidavit and documents;

(c) the opposite party shall file a reply accompanied by affidavit and documents, if any, after serving a copy of the same to the applicant;

(d) the applicant may file a rejoinder, if any, after serving the copy to the opposite party; and

(e) the Rent Court or the Rent Tribunal shall fix a date of hearing and may hold such summary inquiry as it deems necessary.

(2) The Rent Court or the Rent Tribunal, as the case may be, shall endeavour to dispose of the case as expeditiously as possible, not exceeding a period of sixty days from the date of receipt of the appeal:

Provided that where any such appeal could not be disposed of within the said period of sixty days, the Rent Court or the Rent Tribunal shall record its reasons in writing for not disposing of the appeal within that period.

(3) In every appeal, before the Rent Court or the Rent Tribunal, the evidence of a witness shall be given by affidavit:

Provided that the Rent Court or the Rent Tribunal may, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination, order attendance of such witness to be present for examination or cross-examination.

(4) The provisions of the Code of Civil Procedure, 1908 regarding service of summons shall be applicable *mutatis mutandis* for service of notice by the Rent Court or the Rent Tribunal.

5 of 1908.

(5) Every appeal before the Rent Court or the Rent Tribunal shall be in such form and manner as may be prescribed.

(6) The Rent Authority or the Rent Court or the Rent Tribunal shall not allow more than three adjournments at the request of a party throughout the proceedings and in case of reasonable and sufficient cause to do so, it shall record the reasons for the same in writing and order the party requesting adjournment to pay a reasonable cost.

(7) Every application under clauses (a), (b), (e), (f) and (g) of sub-section (2) of section 21 or under section 22 shall be decided within ninety days from the date of filing of such application in the Rent Court.

(8) The Rent Court shall decide every application filed under clauses (c) and (d) of sub-section (2) of section 21 within a period of thirty days from the date of filing of such application.

Powers of
Rent Court
and Rent
Tribunal.

36. (1) The Rent Court and the Rent Tribunal shall, while discharging their functions under this Regulation, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 for the purposes of,—

5 of 1908.

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

(b) requiring the discovery and production of documents;

(c) issuing Commissions for examination of the witnesses or documents;

(d) issuing Commission for local investigation;

(e) receiving evidence on affidavits;

(f) dismissing an appeal for default or deciding it *ex parte*;

(g) setting aside any order of dismissal of any appeal for default or any other order passed by it *ex parte*;

(h) execution of its orders and decisions under this Regulation without reference to any civil court;

(i) reviewing its orders and decisions;

(j) revision of orders and decisions of the Rent Authority and the Rent Court; and

(k) any other matter, which may be prescribed.

45 of 1860.
2 of 1974.

(2) Any proceedings before the Rent Court or Rent Tribunal shall be deemed 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; and the Rent Court and the 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.

(3) For the purposes of holding any inquiry or discharging any duty under this Regulation, the Rent Court may,—

(a) after giving not less than twenty-four hours' notice in writing, enter and inspect or authorise any officer, sub-ordinate to it, to enter and inspect, any premises at any time between sunrise and sunset; and

(b) by written order, require any person to produce for its inspection such books or documents relevant to the inquiry, at such time and at such place as may be specified in the order.

(4) The Rent Court may, if it thinks fit, appoint one or more persons having special knowledge of the matter under consideration as an assessor or valuer to advise it in the proceedings before it.

(5) Any clerical or arithmetical mistake in any order passed by the Rent Court or any other error arising out of any accidental omission may, at any time, be corrected by the Rent Court on an application received by it in this behalf from any of the parties or otherwise.

(6) An order made by a Rent Court or an order passed in appeal or revision, or review under this Chapter shall be executable by the Rent Court as a decree of a civil court and for this purpose, the Rent Court shall have the same powers of a civil court.

(7) The Rent Court may set aside any order passed *ex parte*, if the aggrieved party files an application and satisfies it that notice was not duly served or that he was prevented by any sufficient cause from appearing when the case was taken up for hearing.

(8) Save as otherwise provided in this Regulation, every order made by the Rent Court shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceedings.

37. (1) Any person aggrieved by an order passed by the Rent Court, may prefer an appeal along with a certified copy of such order to the jurisdictional Rent Tribunal within the local limits of which the premises is situated, within a period of thirty days from the date of that order:

Appeal to
Rent Tribunal.

Provided that the Rent Tribunal may entertain the appeal after expiry of the said period of thirty days, if it is satisfied that the appellant was prevented by a sufficient cause from preferring the appeal in time.

(2) The Rent Tribunal, upon filing an appeal under sub-section (1) shall serve notice, along with a copy of appeal to the respondent and fix a hearing not later than thirty days from the date of service of notice of such appeal on the respondent and the same shall be disposed of within a period of sixty days from such date of service.

(3) Where the Rent Tribunal considers it necessary in the interest of arriving at a just and proper decision, it may allow documents at any stage of the proceedings in appeal:

Provided that no such document shall be allowed more than once during the hearing.

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

(5) While deciding the appeal, the Rent Tribunal may, after recording reasons therefor, confirm, set aside or modify the order passed by a Rent Court.

Execution of order.

38. (1) The Rent Court shall, on an application filed by any party, execute an order of a Rent Court or a Rent Tribunal or any other order made under this Regulation, in such manner as may be prescribed, by—

(a) delivering possession of the premises to the person in whose favour the decision has been made;

(b) attaching one or more bank accounts of the opposite party for the purpose of recovering the amount specified in such order; and

(c) appointing any advocate or any other competent person including officers of the Rent Court or local administration or local body for the execution of such order.

(2) The Rent Court may seek assistance from the Local Government or local body or the local police during execution of the final orders:

Provided that no applicant shall obtain police help unless he pays such costs as may be decided by the Rent Court.

(3) The Rent Court shall conduct the execution proceedings, in relation to its order or an order of a Rent Tribunal or any other order passed under this Regulation, in a summary manner and dispose of the application for execution made under this section within a period of thirty days from the date of service of notice on opposite party.

CHAPTER VIII

MISCELLANEOUS

Officers and other employees of Rent Authority, Rent Court and Rent Tribunal.

39. (1) The Administrator may, in consultation with the Rent Authority or the Rent Court or Rent Tribunal, determine the nature and categories of officers and other employees as it considers necessary and appoint such officers and other employees for the efficient discharge of their functions under this Regulation.

(2) The method of appointment of officers and employees and the terms and conditions of their service shall be such as may be prescribed.

Jurisdiction of civil courts barred in respect of certain matters.

40. (1) Save as otherwise provided in this Regulation, no civil court shall entertain any suit or proceeding in so far as it relates to the provisions of this Regulation.

(2) The jurisdiction of the Rent Court shall be limited to tenancy agreement submitted to it as specified in the First Schedule and shall not extend to the question of title or ownership of the premises.

Court fees.

41. (1) The provisions of the Court Fees Act, 1870 shall apply in respect of applications or appeals to be presented before the Rent Authority or the Rent Court or the Rent Tribunal, as the case may be.

7 of 1870.

(2) For the purposes of computation of court fees, the application for recovery of possession made to the Rent Court and the memorandum of appeals presented before the Rent Tribunal, shall be deemed to be a suit between the landlord and the tenant.

(3) The court fees for the application filed before the Rent Authority shall be same as that of an interlocutory application presented in a civil court.

Members, etc., to be public servants.

42. Every member of Rent Authority, Rent Court and Rent Tribunal appointed under this Regulation shall be deemed to be a public servant within the meaning of section 21 of the Indian Penal Code.

45 of 1860.

Protection of action taken in good faith.

43. No suit, prosecution or other legal proceeding shall lie against any person, Rent Authority, Rent Court or Rent Tribunal in respect of anything which is in good faith done or intended to be done in pursuance of this Regulation.

44. Save as otherwise provided, the provisions of this Regulation shall be in addition to and not in derogation of any other law for the time being in force in the Union territory of Andaman and Nicobar Islands.

Regulation in addition to and not in derogation of any other law.

45. (1) The Administrator may, subject to the condition of previous publication, make rules not inconsistent with the provisions of this Regulation for carrying out the purposes of this Regulation.

Power to make rules.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:—

(a) the form and manner for submission of documents under sub-section (4) of section 4;

(b) the manner of providing of unique identification number and uploading details of the tenancy agreement by the Rent Authority and with such documents under sub-section (5) of section 4;

(c) the method of payment of rent, deposits and other charges and the mode of verification of the same by the authority under sub-section (2) of section 8;

(d) the manner of payment of rent and other charges and the manner of deposit of rent and other charges, if the landlord refuses to accept the rent and other charges under sub-section (1) of section 14;

(e) the manner of depositing of rent by the tenant with the Rent Authority under sub-section (2) of section 14;

(f) the manner of making an application to the Rent Court by the landlord under sub-section (2) of section 21;

(g) the form and manner of filing an application by the legal heirs of the deceased landlord for eviction and recovery of the possession under sub-section (1) of section 22;

(h) the rate of interest to be payable by the landlord to the tenant in case such landlord fails to make any refund under sub-section (2) of section 24;

(i) the form and manner of filing an application by the landlord or his legal heirs in case the landlord is unable to obtain the possession from tenant for erection of buildings under sub-section (1) of section 27;

(j) the form and manner of filing an appeal before the Rent Court under sub-section (5) of section 35;

(k) the powers to be exercised by the Rent Court on any other matter under clause (k) of sub-section (1) of section 36;

(l) the manner of execution of an order issued by a Rent Court or Rent Tribunal under sub-section (1) of section 38;

(m) the method of appointment of officers and employees to the Rent Authority, Rent Court and Rent Tribunal and the terms and conditions of their service under sub-section (2) of section 39; and

(n) any other matters which is required to be, or may be, prescribed or in respect of which provision is to be made, by rules.

46. Every rule made under this Regulation shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree for making any modification in the rule or both Houses agree

Laying of rules.

that the rule should not be made, the rule 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 under that rule.

Power to
remove
difficulties.

47. (1) If any difficulty arises in giving effect to the provisions of this Regulation, the Administrator may, by order published in the Official Gazette, not inconsistent with the provisions of this Regulation, remove the difficulty.

(2) No order as referred to in sub-section (1) shall be made after the expiry of a period of two years from the date of commencement of this Regulation.

(3) Every order made under this section shall be laid, as soon as may be after it is made, before each House of Parliament.

Repeal and
savings.

48. (1) The Andaman and Nicobar Islands Rent Control Regulation, 1964 is hereby repealed. Reg. 7 of 1964.

(2) Notwithstanding such repeal, all cases and other proceedings under the Andaman and Nicobar Islands Rent Control Regulation, 1964, at the commencement of this Regulation, shall be continued and disposed of in accordance with the provisions of the Andaman and Nicobar Islands Rent Control Regulation, 1964, as if that Regulation had continued to be in force and this Regulation had not been promulgated. Reg. 7 of 1964.

(3) The mention of particular matters referred to in sub-section (2) shall not be held to prejudice or affect the general application of section 6 of the General Clauses Act, 1897 with regard to the effect of repeal. 10 of 1897.

THE FIRST SCHEDULE

[See section 4(I)]

FORM FOR INFORMATION OF TENANCY/SUB-TENANCY

To

The Rent Authority _____

_____ (Address)

1. Name and address of the landlord : _____
2. Name and address of the Property Manager (if any) : _____
3. Name(s) and address of the tenant, including e-mail and contact details : _____
4. Description of previous tenancy, if any : _____
5. Description of premises let out to the tenant including appurtenant land, if any : _____
6. Date from which possession is given to the tenant : _____
7. Rent payable as in sub-section (I) of section 8 : _____
8. Furniture and other equipment provided to the tenant : _____
9. Other charges payable— : _____
 - (a) electricity : _____
 - (b) water : _____
 - (c) extra furnishing, fittings and fixtures, and : _____
 - (d) other services : _____
10. Attach rent or lease or tenancy agreement : _____
11. Duration of tenancy (Period for which let out) : _____
12. Permanent Account Number (PAN) of landlord : _____
13. Aadhaar number of landlord : _____
14. Mobile Number and e-mail id of landlord (if available) : _____
15. Permanent Account Number (PAN) of tenant : _____
16. Aadhaar number of tenant : _____

17. Mobile Number and e-mail id of tenant : _____
18. Permanent Account Number (PAN) of Property Manager (if any) : _____
19. Aadhaar number of Property Manager (if any) : _____
20. Mobile Number and e-mail id of Property Manager (if any) : _____

Name and signature of landlord

Name and signature of tenant

Photograph of
landlord

Photograph of
tenant

Enclosed:

1. Tenancy Agreement.
2. Self-attested copies of PAN and Aadhaar of landlord.
3. Self-attested copies of PAN and Aadhaar of tenant.

THE SECOND SCHEDULE

[See section 15(1)]

DIVISION OF MAINTENANCE RESPONSIBILITY BETWEEN
THE LANDLORD AND THE TENANTS

Unless otherwise agreed in the tenancy agreement, the landlord shall be responsible for repairs relating to matters falling under Part A and the tenant shall be responsible for matters falling under Part B.

PART A

Responsibilities of the Landlord

1. Structural repairs except those necessitated by damage caused by the tenant.
2. Whitewashing of walls and painting of doors and windows.
3. Changing and plumbing pipes when necessary.
4. Internal and external electrical wiring and related maintenance when necessary.

PART B

Periodic repairs to be got done by the tenant

1. Changing of tap washers and taps.
2. Drain cleaning.
3. Water closet repairs.
4. Wash Basin repairs.
5. Bath tub repairs.
6. Geyser repairs.
7. Circuit breaker repairs.
8. Switches and socket repairs.
9. Repairs and replacement of electrical equipment except major internal and external wiring changes.
10. Kitchen fixtures repairs.
11. Replacement of knobs and locks of doors, cupboard, windows, etc.
12. Replacement of fly-nets.
13. Replacement of glass panels in windows, doors, etc.
14. Maintenance of gardens and open spaces let out to or used by the tenant.

DROUPADI MURMU,
President.

S.K.G. RAHATE,
Secretary to the Govt. of India.