

**IN THE HIGH COURT OF SINDH, CIRCUIT COURT,
HYDERABAD**

C.P No. S-38 of 2025

[Mst. Mukhtiar Begum through Attorney v. Naushad Raza & Anothers]

Counsel for Petitioner: Mr. Adnan Shakeel, Advocate

Counsels/ Representatives for Respondents: Mr. Rashid Nizam Arain

Date of Hearing: 28-11-2025

Date of Judgement: 28-11-2025

JUDGMENT

RIAZAT ALI SAHAR, J: - The gravamen of the present Constitutional Petition is that the Petitioner, a widow and lawful co-owner of the demised premises inherited after the death of her husband, had inducted Respondent No.1 as a tenant in November 2015 on an oral tenancy agreement at a monthly rent of Rs.10,000/- with annual increase, whereafter the Respondent defaulted in payment of rent since May 2018 despite repeated demands and service of legal notice. Instead of discharging his statutory obligations under the Sindh Rented Premises Ordinance, 1979, the Respondent set up a false and concocted plea of an alleged oral sale in favour of his father and denied the relationship of landlord and tenant, while remaining in unlawful possession. The Rent Controller and Appellate Court, however, dismissed the ejectment application in a mechanical manner by misreading the record, ignoring the Petitioner's evidence, disregarding settled principles that a person denying tenancy must first vacate and seek declaration before the Civil Court, and failing to enforce the mandatory consequences of non-compliance of order under Section 16(1)

SRPO. Being aggrieved of such perverse and arbitrary findings, the Petitioner has invoked the constitutional jurisdiction of this Court seeking following reliefs:-

A). That this Honourable Court may kindly be pleased to set aside the impugned Judgment dated 09.12.2024 passed by the learned IXth Additional District Judge Hyderabad and impugned Judgment dated 20.05.2024 passed by the learned Rent Controller / Senior Civil Judge No.II Hyderabad.

B). That this Honourable Court may be pleased to allow the ejectment application as the Respondent No. 1 is not entitled to possess and occupy the same. Moreover, the arrears of rent accruing against him since his default may also be allowed.

C). Any other relief which deemed fit.

2. The sequence of events, as emerging from the pleadings and record, is that the husband of the applicant, Rasheed Ahmed, who was the owner of the demised premises (Godown constructed on Ground Floor of C.S No. B/1815/3, Ward-B, admeasuring 40.05 sq. yds., Bantwa Street, Hyderabad), expired on 20.10.2005, whereafter the property devolved upon the applicant and her legal heirs. Subsequently, in November 2015, the applicant orally inducted the opponent as tenant at a monthly rent of Rs.10,000/-, payable on or before the 5th of every calendar month, with 10% annual increase, and the opponent deposited Rs.200,000/- as security. The opponent continued paying rent regularly up to May 2018, thereafter wilfully defaulted despite repeated verbal demands. Owing to persistent default, the applicant served a legal notice dated 12.09.2022, which remained unresponded. Despite service of notice, the opponent not only failed to pay rent but also refused to hand over possession. Upon issuance of Trial Court notices, the respondent filed written statement alleging that no relationship of landlord and tenant existed, asserting instead that the petitioner, along with her daughters, had allegedly sold the property to one Raza Khan Niazi through an oral sale agreement in 2015, followed by a written agreement dated 05.04.2016, claiming that respondent's father had paid Rs.2,00,000/- (20.11.2015) and Rs.50,000/- (21.11.2015) as token

money and that a further Rs.24,50,000/- was paid thereafter. Respondent further claimed that possession was delivered to him as son of the purported purchaser, with balance sale consideration of Rs.5,00,000/- to be paid at the time of execution of the registered deed. The Respondent also asserted that, after receiving the applicant's legal notice, he and his father approached her, where she allegedly assured that after arrival of her son in February 2023, the sale deed would be executed and that she had "withdrawn" the notice. The Respondent finally claimed that Raza Khan Niazi issued a separate legal notice to the applicant and her daughters seeking specific performance. On such assertions, Respondent denied tenancy, denied default, and Ejectment plea. Consequently, the Rent Controller, vide judgment dated 20.05.2024, dismissed the ejectment application, followed by dismissal of the FRA by the Learned Appellate Court vide judgment dated 09.12.2024, both judgments being perverse, arbitrary and suffering from misreading and non-reading of material evidence.

3. Learned counsel for the Petitioner argued that the impugned judgments suffer from gross misreading and non-reading of the material available on record, inasmuch as the existence of landlord-tenant relationship stood firmly established through unimpeached evidence, including the oral tenancy created in **November 2015**, the security deposit of **Rs.200,000/-**, and the continuous payment of rent until **May 2018**, all of which were admitted by the Respondent's own conduct. It was contended that the plea of an "oral sale" subsequently supported by a manoeuvred and afterthought written agreement dated **05.04.2016** was nothing but a device concocted only after the filing of the rent case, and therefore barred by the settled maxim *secundum allegata et probata*, as no such plea was taken at the time of induction nor supported by any contemporaneous documentary record. Counsel further submitted that a tenant who denies the relationship of tenancy and simultaneously claims ownership is required by law to first vacate the premises and then seek declaration before a Civil Court, whereas the Respondent continued to retain possession unlawfully while

enjoying the protection of the rent forum, contrary to the established jurisprudence of the superior courts. It was vehemently argued that despite passing an order under **Section 16 (1) SRPO**, the learned Rent Controller failed to enforce compliance and despite persistent default the Respondent's defence was not struck off, thereby rendering the entire proceedings *coram non judice*. Learned counsel submitted that both Courts below ignored that the Petitioner never demanded rent from 2015, but only from **2018 onwards**, which itself demonstrates the veracity of her claim and the falsity of the Respondent's alleged sale transaction. It was emphasised that a co-owned inherited property could not have been sold without the mandatory consent of all legal heirs, particularly the son **Kashif Ghouri**, who was abroad during the relevant period, making the purported sale transaction legally impossible and void *ab initio*. It was prayed that the impugned findings are arbitrary, perverse, against the settled law, suffer from jurisdictional error and have resulted in grave miscarriage of justice, warranting interference by this Court.

4. Upon notice, the Respondent No.1 submitted his objections and vehemently opposed the petition, contending that the Petitioner has assailed the concurrent findings of the learned Rent Controller dated **20.05.2024** and the learned Appellate Court dated **09.12.2024** without any legal justification. The Respondent asserted that there existed no relationship of landlord and tenant within the meaning of Section 5 of the Sindh Rented Premises Ordinance, 1979, as the demised premises had allegedly been sold by the Petitioner and her two daughters to his father, Mr. Raza Khan Niazi, through an oral sale agreement in 2015, followed by a written agreement dated 05.04.2016, pursuant to which payments of Rs.2,50,000/- were made through pay orders dated 20.11.2015 and 21.11.2015, and a further amount of Rs.24,50,000/- was allegedly paid at the time of execution of the written agreement. He further claimed that possession was handed over to him as the son of the purported purchaser, with the remaining balance of Rs.5,00,000/- agreed to be paid at the time of

execution of a registered deed. It was contended that the Petitioner, having allegedly acknowledged this arrangement, deliberately filed a false rent case only when pressed for execution of the sale deed and that the absence of a written rent agreement and long silence prior to issuance of legal notice dated 12.09.2022 demonstrates that no tenancy ever existed. The Respondent submitted that he is in possession as a bona fide purchaser, has paid a substantial amount towards sale consideration and therefore no question arises of payment of rent or handing over possession. He maintained that the findings of both courts below were based on proper appraisal of oral and documentary evidence and require no interference, while terming the grounds raised in the petition as twisted, concocted and an attempt to mislead this Court.

5. Heard the learned counsels for both parties at considerable length and perused the material available on record, including the pleadings, documentary evidence, depositions and impugned judgments. From the submissions advanced and the record examined, certain pivotal issues arise for determination, which require adjudication by this Court, namely: (i) whether the concurrent findings of the Rent Controller and Appellate Court suffer from misreading, non-reading or jurisdictional error warranting interference by this Court. (ii) whether, on the basis of admitted facts and evidence, a valid relationship of landlord and tenant existed between the parties within the meaning of Section 5 of the Sindh Rented Premises Ordinance, 1979; (iii) whether the Respondent's plea of an alleged oral and subsequently written sale transaction, set up after initiation of rent proceedings, displaces the statutory presumption of tenancy or constitutes an afterthought beyond pleadings; and (iv) whether the Respondent committed wilful default in payment of rent since May 2018. These issues shall now be examined in the light of the record and the settled principles of law.

6. At the very outset, it is deemed appropriate to reiterate the well-settled principle of law that the constitutional jurisdiction of this Court under Article 199 of the Constitution of the Islamic

Republic of Pakistan, 1973 cannot be invoked as a substitute for a statutory appeal, nor can it be utilised to re-appraise evidence or to sit in superintendence over findings rendered by the competent appellate forum under special laws. The jurisdiction of this Court is supervisory, not appellate, and is circumscribed by the legislative scheme enacted by the Sindh Rented Premises Ordinance, 1979.

7. The Honourable Supreme Court in the seminal judgment *Shakeel Ahmed and another v. Muhammad Tariq Farogh and others* (2010 SCMR 1925) has conclusively settled that the appellate authority constituted under the Sindh Rented Premises Ordinance, 1979 is the final statutory forum, and the remedy under Article 199 cannot be employed to challenge the correctness of findings simply because an aggrieved party seeks a further round of scrutiny. The relevant extract reads as follows:

“8. ... that jurisdiction under Article 199 of the Constitution cannot be invoked as a substitute of another appeal against the order of the appellate Court. Therefore, mere fact that upon perusal of evidence, High Court came to another conclusion would not furnish a valid ground for interference in the order of the appellate Court, which is final authority in the hierarchy of rent laws i.e. Sindh Rented Premises Ordinance, 1979.”

This authoritative pronouncement was subsequently followed by this Court in *Messrs Atif Ali and another v. Mst. Noor Jahan through Attorney and others* (2015 CLC 310), wherein the same principle was reaffirmed that the High Court cannot be converted into a fact-finding or appellate forum in rent matters merely upon the dissatisfaction of a litigant with the result before the appellate authority.

8. The same view has consistently been endorsed in later judgments of this Court, including *C.P. No. S-520 & 521 of 2019 (Principal Seat)*, as well as *Noman Saleem v. Rehmat Elahee &*

others (C.P. No. S-1405 of 2024, Principal Seat). Collectively, this line of authorities underscores that the statutory hierarchy under the Sindh Rented Premises Ordinance, 1979 is complete in itself; the appellate authority is designated as the *final forum* and its judgment cannot be reopened through constitutional proceedings except on the most exceptional grounds of jurisdictional defect, mala fides, or violation of law. In view of the settled jurisprudence, any attempt to revisit the factual findings or re-evaluate the evidence already adjudicated upon by the appellate authority would amount to circumventing the legislative framework, which is impermissible in constitutional jurisdiction.

9. However, it is equally a well-settled principle of law that the constitutional jurisdiction of this Court, though circumscribed, is not entirely ousted in matters where concurrent findings of the forums below suffer from fundamental defects. Interference may be warranted where such findings are demonstrably tainted by non-reading or misreading of material evidence, are based upon erroneous assumptions of fact, reflect a misapplication of settled legal principles, or disclose an excess or abuse of jurisdiction. These limited yet well-recognized exceptions operate to ensure that gross illegality or perversity does not remain immune from judicial scrutiny merely because the matter arises under a special statute.

10. The above proposition has been consistently affirmed by this Court. In **Abdul Aziz Mysorewala v. Manvadar Sadargh Memon Jamat through President and others (2013 YLR 1405)**, it was held that where the courts below have overlooked material evidence or drawn conclusions unsupported by the record, interference under Article 199 is permissible. Similarly, in **Mst. Rehana Hafeez v. Muhammad Ali alias Ehsan through L.Rs (2014 CLC 1242)**, this Court reiterated that findings vitiated by misreading, non-reading or incorrect appreciation of evidence fall outside the protection ordinarily afforded to concurrent decisions. The same view was echoed in **Muhammad Sanawar Khan v. Akhtar Khan and others (2015 CLC 1253)**, wherein it was

emphasized that constitutional jurisdiction remains available to rectify decisions that are perverse, arbitrary, or rendered in disregard of settled law. Thus, while this Court does not function as a court of appeal in rent matters, its supervisory jurisdiction may be invoked in exceptional circumstances where the impugned findings exhibit jurisdictional infirmity, perversity, or serious legal error.

11. In the present case, the material placed on record unmistakably demonstrates that the findings of the learned Rent Controller and the learned Appellate Court are tainted with material irregularity and legal infirmity. Both forums have failed to examine the pleadings and evidence in their correct legal perspective, particularly the admitted payment of rent until May 2018, the deposit of security by the Respondent, the absence of any contemporaneous proof of the alleged oral sale and the legal bar against leading evidence beyond pleadings. The omission to consider the statutory consequences of non-compliance of the order under Section 16 (1) of the SRPO, as well as the failure to appreciate the settled principle that a person denying tenancy must first vacate and seek declaration before the civil court, render the concurrent findings not merely erroneous but perverse. Such misreading and non-reading of material evidence strike at the very root of the impugned judgments and bring the case squarely within the recognized exceptions warranting constitutional interference.

12. Accordingly, this Court is persuaded to hold that the Petitioner has successfully demonstrated that the concurrent findings suffer from jurisdictional defect, incorrect application of settled principles of rent law and failure to evaluate the evidence in accordance with the statutory mandate. The Rent Controller and the Appellate Court proceeded on assumptions not borne out from the record and failed to address the core issues that went to the foundation of the dispute. In such circumstances, where the impugned orders are perverse, arbitrary and contrary to law, the supervisory jurisdiction of this Court under Article 199 is rightly invoked to remedy the miscarriage of justice. The Petitioner has,

therefore, made out a fit and proper case calling for interference by this Court.

13. On careful appraisal of the admitted facts and the evidence brought on record, this Court is of the considered view that a valid relationship of landlord and tenant did exist between the parties within the meaning of Section 5 of the Sindh Rented Premises Ordinance, 1979. The material facts which stand undisputed are that the Respondent entered the premises through the Petitioner in November 2015, deposited Rs.200,000/- as security, and continued to pay monthly rent of Rs.10,000/- (with 10% annual increase) up to May 2018. These acts, acknowledged implicitly by the Respondent, constitute unequivocal conduct of a tenant as defined under Section 2 (j) of the Ordinance. Section 5 of the Ordinance requires a written and attested tenancy agreement for proof of tenancy; however, the statute also preserves pre-existing oral tenancies and recognizes the reality of tenancies established through conduct, payment of rent, and admission by the tenant, especially where the tenant has remained in occupation in consideration of rent. The Respondent's subsequent plea of an alleged oral sale in 2015, unsupported by any contemporaneous document, not pleaded at the time of induction, and wholly inconsistent with three years of admitted rent payment, cannot, at such a belated stage, displace the statutory presumption of tenancy nor nullify the admitted landlord-tenant relationship. The Respondent's own conduct in occupying the premises, paying rent, and depositing security is fully consistent with tenancy and wholly inconsistent with a purchaser-in-possession. Therefore, on the basis of admitted facts and evidence, the relationship of landlord and tenant stood firmly established.

14. Furthermore, even assuming for a moment that the Respondent relies upon the purported sale agreement dated 05.04.2016, the document itself suffers from glaring irregularities which render it wholly unreliable and incapable of dislodging the established relationship of landlord and tenant. The said agreement was never pleaded in the written statement in its present form and

was produced only after the stage of filing the written statement had concluded, raising a serious presumption that it was subsequently procured and managed to defeat the rent proceedings. More significantly, a bare comparison of signatures appearing on the alleged sale agreement with the signatures of the Petitioner's daughters on their CNICs reveals that the CNIC signatures are in **Urdu script**, whereas the signatures on the agreement are **English symbolic signatures**, which do not match in style, formation, or linguistic medium. This discrepancy alone casts grave doubt on the authenticity of the agreement. Additionally, the absence of **right thumb impressions** of the Petitioner and her daughters, an essential safeguard in property transactions involving women and elderly persons, further undermines the document's evidentiary value. These defects, taken together, establish that the alleged sale agreement cannot be treated as genuine, let alone accepted as a basis to negate a tenancy that stood admitted through rent payments and security deposit for over three years. Rather, the document appears to be a manipulated attempt to create a false defence after initiation of rent proceedings, and therefore carries no legal weight.

15. The case record further reveals that the alleged sale transaction is inherently improbable and legally untenable, as the demised premises had devolved upon **four legal heirs** of the deceased Rasheed Ahmed Khan Ghouri, namely, his widow, two daughters, and one son. The Respondent himself has admitted that the son, **Mr. Kashif Ghouri**, was not present in Pakistan at the relevant time and was residing abroad in the United Kingdom. Under the settled principles of inheritance and co-ownership, no valid transfer of an undivided immovable property can take place without the consent and participation of **all** legal heirs, nor can any co-owner alienate the shares of others without due authorization. In these circumstances, even assuming the Respondent's version to be correct, the alleged oral sale followed by the purported written agreement dated 05.04.2016 could **not lawfully be executed**, as one of the indispensable stakeholders was abroad and no power of attorney has been produced to show his consent. These facts alone

render the Respondent's plea of sale highly doubtful, legally impossible, and incapable of negating the admitted relationship of landlord and tenant or displacing the statutory presumption arising from the Petitioner's evidence.

16. Even more striking is the testimony of Manzoor Qadir, the broker engaged in the very transactions relied upon by the Respondent. In his affidavit-in-evidence, he unequivocally admitted that the subject premises had been rented out to the Respondent. During cross-examination, the witness further stated: *"Both shops were agreed to be sold against a total sale consideration of Rs.64,00,000/-. Voluntarily say that payment of one shop in the name of the applicant was made by the father of the opponent, and the second shop was given on rent till completion of the documents. I have received commission of sale of both shops; voluntarily say that the commission of the second shop was conditional... It is incorrect to say that there was no tenancy agreement between applicant and opponent."* This testimony not only demolishes the Respondent's plea of a complete sale transaction but positively affirms that the very broker relied upon by the Respondent admits tenancy with respect to the demised premises. Such categorical admissions, coming from the Respondent's own witness, undermine the alleged sale narrative and reinforce the existence of a valid landlord-tenant relationship.

17. On the question of wilful default, the record leaves no manner of doubt that the Respondent committed deliberate, conscious and continuous default in payment of rent from May 2018 onwards. It stands admitted that the Respondent had been paying rent regularly up to May 2018, and there is not a single receipt, document or credible explanation offered thereafter to justify the stoppage of rent. The Petitioner issued repeated verbal demands, followed by a legal notice dated 12.09.2022, which too remained unanswered. Even after the Rent Controller allowed the Petitioner's application under Section 16 (1) of the Sindh Rented Premises Ordinance, 1979, directing the Respondent to deposit future rent till disposal of the rent application, the Respondent failed to comply, and

neither deposited the arrears nor the future rent. Non-compliance of Section 16 (1) is itself sufficient to constitute wilful default, as the statutory mandate requires strict observance of the order, failing which the tenant's defence is liable to be struck off. The Respondent's stance that no rent was payable because of an alleged sale is untenable, being a belated afterthought unsupported by contemporaneous evidence and already found to be legally impossible. Once the relationship of landlord and tenant is established, and the Respondent's rent payment till May 2018 confirms such relationship, any cessation of payment thereafter, without lawful justification, constitutes wilful default within the meaning of Section 15 (2) (i) of the Ordinance. Therefore, the Respondent's continuous non-payment of rent since May 2018, coupled with the deliberate non-compliance of the Section 16 (1) order, unequivocally establishes wilful default, warranting eviction under the scheme of the SRPO.

18. It is also noteworthy that during the course of arguments, when learned counsel for the Petitioner was queried as to why the original rent receipts, rather than counterfoils, were produced in evidence, counsel explained that, as a matter of practice, two receipts were prepared for each month, one being handed over to the Respondent and the other retained by the Petitioner for record purposes. While this explanation, viewed in isolation, may appear somewhat weak, its evidentiary value becomes significantly reinforced when read together with the unequivocal testimony of PW-2 Manzoor Qadir, the broker relied upon by the Respondent himself. His categorical admission that the demised premises had been rented out to the Respondent, and that rent was agreed to be paid for the second shop until completion of documentation, provides strong corroboration that a tenancy arrangement did exist and that rent was in fact being paid. In this cumulative context, the production of original receipts, although unusual, does not discredit the Petitioner's case; rather, when coupled with the broker's testimony, it strengthens the finding that the parties had visited tenancy terms and conditions, and that the

Respondent had been paying rent until May 2018, further confirming the subsequent willful default established on record.

19. Answering the contention regarding the pending suit for specific performance and permanent injunction instituted by the respondent, being F.C. Suit No. 1288 of 2023 pending adjudication before the learned 2nd Senior Civil Judge, Hyderabad, it is observed that once default stands established, the legal position is unequivocal. A tenant, whether asserting ownership of the rented premises or denying the relationship of landlord and tenant, is under a legal obligation to vacate the premises and thereafter pursue the civil proceedings initiated by him. Only upon obtaining a favourable judgment from a competent court may such person seek restoration of possession in accordance with law.

Reliance in this regard is placed upon **Dr. Muhammad Bashir Qasim through legal heirs v. Gulzar Mehmood and others [Civil Petition No. 1032-K of 2025]**, wherein a plethora of precedents affirming this settled principle has been discussed. Relevant extract from paragraph No.16 of the said judgment is reproduced as under: -

“Mst. Mussarrat Shaheen versus Mst. Verbeena Khan Afroz and others (2024 SCMR 1796), vide paragraphs 8 and 9 of the judgment, passed by a three-member Bench of this Court, it was observed as under:

"8. With respect to the contention raised by the petitioner's counsel regarding the pending Civil Suit No. 303 of 2020, filed by the petitioner after filing of the rent case by the respondent No.1 in 2020, which seeks specific performance of the agreement dated 27.11.2009, it is essential to reaffirm a settled principle of law that a tenant cannot maintain occupancy of rented premises merely because he/she has initiated a suit for declaration. In instances where the tenant asserts ownership of the property, the legally mandated procedure requires the tenant to vacate the premises,

pursue the civil suit, and, upon a favorable judgment by the competent court, regain possession of the property.

9. Reference may be made to the case of Rehmatullah v. Ali Muhammad and another (1983 SCMR 1064) wherein it has been held that: It is settled principle of law that if a tenant denies the propriety rights of the landlord then he is bound to first of all deliver the possession of the premises in question and then to contest his propriety rights in the property and if ultimately he succeeds in getting relief from the court and decree is passed in his favour then he can enforce the same according to law with all its consequences."

Similarly, in the case of Muhammad Nisar v. Izhar Ahmed Shaikh and others (PLD 2014 SC 347), it has been ruled that:

"Per settled law in such circumstances when the tenant puts up a plea in an ejectment application that he had purchased the property then he has to file a suit for his remedies (which has been done) and vacate the premises and thereafter if he succeeds he would be entitled to take possession of the premises again." [Emphasis added]

Recently, this court in the case of Nasir Khan v. Nadia Ali Butt and others (2024 SCMR 452), while delving on the similar proposition has observed that:

".the inescapable conclusion is that a tenant remains a tenant, he cannot prolong his occupation by exercising his right of being subsequent purchaser unless so held by the court of competent jurisdiction. The reasons behind is that he has no status to justify his possession and if he denies the relationship of landlord and tenant he will be Known to be an illegal occupant.

It is trite law that a person cannot remain in occupation of rented premises simply because he asserts to be the owner of the rented premises and has instituted a suit for declaration in this regard."

20. After hearing learned counsel for the parties and examining the record, it emerges that the Petitioner successfully established the admitted relationship of landlord and tenant through rent payments up to May 2018, deposit of security, oral induction in November 2015, and corroborating testimony of the Respondent's own broker, whereas the Respondent's plea of an alleged oral and later written sale, unsupported by contemporaneous evidence, tainted by discrepancies in signatures, and legally impossible given absence of consent of all co-heirs, was found to be a belated, managed defence raised only to defeat the rent proceedings. Both forums below misread the material evidence, ignored non-compliance of the mandatory order under Section 16 (1) SRPO, failed to appreciate wilful default from May 2018 onward, and overlooked the settled principle that a tenant denying tenancy must first vacate and then pursue his civil suit. Thus, the concurrent findings were perverse, arbitrary, and suffered from jurisdictional error warranting interference.

21. In view of the above discussion, this Constitutional Petition is **allowed**. The impugned judgments dated 09.12.2024 and 20.05.2024 are hereby set aside, and the ejectment application stands allowed. The Respondent is directed to vacate the demised premises within sixty (60) days from the date of this judgment and hand over peaceful, vacant possession to the Petitioner. The Respondent shall further pay arrears of rent at the agreed monthly rate of Rs.10,000/- with 10% annual increase, from May 2018 until the date of eviction; to be calculated and deposited before the Rent Controller. The Rent Controller shall ensure strict compliance, and in case of failure, execution proceedings may be initiated in accordance with law.

JUDGE