V.S. TALWAR

v.

PREM CHANDRA SHARMA

March 1, 1984

S. MURTAZA FAZAL ALI, A. VARADARAJAN AND RANGANATH MISRA, JJ.

Construction of documents, Principle of—True meaning of clause 12 of the lease deed dated 5.1.1968—Meaning of "office"—Whether "personal Office" in clause 12 would mean that the premises were let out for composite purposes and not for residential purposes and therefore eviction under section 14(1)(e) of the Delhi Rent Control Act cannot lie ?

Prem Chand Sharma was admitted into tenancy of the suit premises under a lease deed dated 5th January, 1968, clause 12, thereof provided:

> "That the lessee shall use the premises for the purpose of Residential Personal office *only and not for commercial purposes.*"

The landlord, appellant, applied to the Rent Controller on March 4, 1972, for eviction of the Respondent under section 14(1)(e) of the Delhi Rent Control Act, 1958. The respondent tenant obtained leave to contest and pleaded *inter alia* that the premises were let out both for residential as also for office and the composite purpose of the tenancy took the premises out of the purview of residential accommodation. The Controller did not accept the defence and passed an order for eviction. In revision, however, the High Court rejected the land lord's submission holding that the use of the word "personal" before "office" was intended to convey the idea that the tenancy was not for the purpose of accommodating a place of business and reversed the decision of eviction. Hence the appeal by the landlord, after obtaining special leave of the Court.

Allowing the appeal, the Court

HELD : (1) The word "office" is used in different senses and in each case that meaning must be assigned to it which conforms with the language used. Therefore, in the instant case, the High Court was not right in picking one of the meanings given in the chamber's dictionary and proceeding to the conclusion that "office" is certainly "not residence" and a letting purpose which includes office must be understood to include a purpose other than residence only. [54-A, 55A-B]

Macmillan v. *Guest* (1942) A.C. 561 ; *Smt. Kanta Kathuria* v. *Manak Chand Surana*, (1970) 2 S.C.C. 232, referred to.

2:1. Law is fairly settled that in construing a document the ordinary rule is to give effect to the normal and natural meaning of the words employed in the document itself. [55 D-E]

Krishna Biharilal v. *Gulab Chand and Others*, [1971] Supp. S.C.R. 27; *D.D.A.* v. *D.C. Kaushish*, (1974) 1 S.C.R. 535; *Monypenny* v. *Monypenny*, [1861] 9 H.L.C. 114; In re : *Meredith, ex-parte Chick*, [1879] 11 Ch. D. 731, referred to.

2:2. In the instant case it is clear that the parties to the document were anxious enough and took proper care in order to keep the user of the premises confined to resdential purpose; that is why it was expressly stipulated in the lease to prohibit commercial user. Even while permitting an office to be located, equal care was taken to put the word 'personal' before 'Office' to convey the idea that the tenant would not be entitled to transact official business connected with his avocation. Although ordinarily an office would mean the place where official business is transacted, a personal office in contradistinction to an office simpliciter or a commercial office would be a place where an outsider would not normally be admitted; commercial transactions would not take place; there would be no fixity of the location and the tenant would be entitled to use any portion of the premises as his personal office and the like. Such a place is referred to as personal office would essentially be residential and obviously while entering into the present lease deed, the parties were not trying to create a lease of premises for any other purposes. In para 2 of the document, there was no description of any existing office room and available for such use to the tenant, nor was space earmarked for any personal office out of this accommodation. It was in the discretion of the lessee to use any part as a personal office. Every lessee, or for the matter of that every person maintaining an acceptable standard of living does set apart a portion of the accommodation available to him which can answer the description of a personal office. Even the clause relating to payment of tax by the lessor do not support the stand of the lessee. As contemplated under the Transfer of Property Act a document of lease normally provides the rights and obligations of both the lessor and the lessee. In stipulating the rent payable for the use and occupation of the premises the lessor had undertaken the liability of payment of taxes as described therein as long as the premises were used for residence only. This clause necessarily means that what had been stipulated was only residential user. In fact, the lessor had been paying the taxes and the lessee had not been called upon to share the burden. This clause is an added provision to clinch the point in dispute against the tenant. Therefore the High Court went wrong in reversing the decision of the Rent Controller by merely relying upon clause 12 of the lease deed. [55C, 56F-G, 57A-B, D-E, GH, 58 A-B]

3. Though the fact that the tenant has been in occupation for more than 14 years after the litigation began will disentitle him to any further time to vacate, taking judicial notice of the fact that these days an alternative premises would be very difficult to find, the Court considered it appropriate to grant time to the Respondent to vacate the premises upto 31st December, 1984 subject to furnishing usual undertaking within four weeks or to face eviction after four weeks.

CIVIL APPELLATE JURISDICTION : Civil Appeal No. 2999 of 1980.

From the judgment and order dated the 22nd April, 1980 of the High Court of Delhi at New Delhi in C.R. Petition No. 336 of 1979. A

G.L. Sanghi, Mr. A.K. Verma and *S. Kashwa* for the appellant.

D.D. Thakur, P.H. Parekh, P.K. Menon and *R.K. Sharma* for the respondent. B

The Judgment of the Court was delivered by

RANGANATH MISRA, J.—The landlord whose application for eviction of the tenant, respondent before us, was rejected by the High Court by reversing the order of the eviction passed by the Additional Rent Controller has come before this Court on obtaining special leave and the short point arising for consideration is as to the true meaning of a clause in the rent deed. C

The respondent was admitted into tenancy of the premises in question under a lease deed dated 5th January, 1968. Clause 12 thereof provided : D

> "That the lessee shall use the premises for the purpose of Residential/*Personal office* only and *Not for commercial purposes*". (underlinings are our own) E

The landlord, appellant before us, applied to the Controller on March 14, 1972, for eviction of the respondent under Section 14 (1) (e) of the Delhi Rent Control Act, 1958 ('the Act' for short). The tenant obtained leave to contest and pleaded, *inter alia*, that the premises were let out both for residential as also office ond the composite purpose of the tenancy took the premises out of the purview of residential accommodation. The Controller did not accept the defence and passed an order for eviction. Thereupon, the tenant carried a revision to the Delhi High Court and reiterated his defence that the tenancy was not for residential purpose. The High Court found that there was no infirmity in the finding about the *bona fide* requirement but adverting to the conclusion on the letting purpose held : F G

> "It is well known that premises may be let out for residence only, for use as an office, for use as a shop and for other com-

mercial purpose. Once any of the latter purposes is combined with the purpose of use as residence, the premises let out for a composite purpose and for residence only.

The meaning of the word '*office*', not defined in the Act, in the Chamber's dictionary is a place where business is carried on. Office is certainly not residence and a letting purpose which includes office must be understood to include a purpose other than residence only". And ultimately concluded by saying :

> "Clause (e) of Section 14(1) is available as a ground to seek eviction of tenants only, among other requirements, if the premises were let out for residence only and once the letting purpose is shown to be composite, an eviction petition under Section 14(1) (e), without more, must fail."

The High Court rejected the landlord's submission that the use of the word 'personal' before 'office' was intended to convey the idea that the tenancy was not for the purpose of accommodating a place of business.

Counsel for the appellant took us to the terms of clause 12 of the lease agreement and emphasised on the feature that commercial purposes were clearly kept out and the lease was for residence and authorised the location of a personal office. He also relied upon the description of the premises as residential in the application made by the tenant to the controller for fixation of fair rent in respect of the very premises.

The word 'office' is used in different senses and in each case that meaning must be assigned to it which conforms with the language used. In Volume 67, Corpus Juris Secundum at page 96, the following statement appears : "The term 'office' is one which is employed to convey various meanings, and no one definition thereof can be relied on for all purposes and occasions". This Court has approved the observation of Lord Wright in *Macmillan* v. *Guest*,[1] where it was stated :

"The word 'office' is of indefinite content. Its various meanings

(1) [1942] A.C. 561.

cover four columns of the New English Disctionary....."

See *Smt. Kanta Kathuria* v. *Manak Chand Surana*(1). In this view of the position the High Court was not right in picking one of the meanings given to the word in the Chamber's dictionary and proceeding to the conclusion that 'office' is certainly not residence and a letting purpose which includes office must be understood to include a purpose other than residence only.

Section 2(i) of the Act defines 'premises' to mean "any building or part of a building which is, or is intended to be, let separately for use as a residence or for commercial use or for any other purpose..... ....." Respondent's counsel has argued that tenancy under the Act can be for three purpose ;—(1) residential, (2) commercial and (3) for any other purposes depending upon the use for which the premises are let out. Conceding that the definition is capable of such an argument being built up, a reference to the pleadings in this case shows that the permission in the rent deed of locating a personal office had been stated to be a commercial purpose. Great care seems to have been taken by the landlord while inducting the tenant under the rent deed to put a total prohibition to commercial user of the premises. That is why in clause 12 it has been specifically stated that it is "not for commercial purposes". In the back-drop of such a provision in the lease agreement, the true meaning of the words 'personal office' has to be found out. Law is fairly settled that in construing a document the ordinary rule is to give effect to the normal and natural meaning of the words employed in the document itself. See *Krishna Biharilal* v. *Gulabchand and Ors.* (2) This Court in *D.D.A.* v. *D.C. Kaushish*(3) observed :

> "There (at pages 28-29) 'Construction of Deeds and Statutes' by Odger's (5th ed. 1967) the First General Rule of Interpretation formulated is : 'the meaning of the document or of a particular part of it is therefore to be sought for in the document itself'. That is, undoubtedly, the primary rule of construction to which Sections 90 to 94 of the Indian Evidence Act give statutory recognition and effect..... Of course, '*the document*' means 'the document' read as a whole and not piecemeal.

(1) [1970] 2 S.C.C. 232.
(2) [1971] Supp. S.C.R. 27.
(3) [1974] 1 S.C.R. 535.

The rule stated above follows logically from the Literal Rule of Construction which, unless its application produces absurd results must be resorted to first. This is clear from the following passages cited in Odgers' short book under the First Rule of Interpretation set out above :

Lord Wensleydale in *Monypenny* v. *Monypenny*[1] said :

"the question is not what the parties to a deed may have intended to do by entering into that deed, but what is the meaning of the words used in that deed; a most important distinction in all cases of construction and the disregards of which often leads to erroneous conclusions".

Brett, L.J. in *Re Meredith, ex-parte Chick*[2] observed :

"I am disposed to follow the rule of construction which was laid down by Lord Denman and Baron Parke..... They said that in construing instruments you must have regard not to the presumed intention of the parties, but to the meaning of the words which they have used."

Since we agree with this exposition of the law reference to the oral evidence or even to the tenant's documents would be wholly out of place. The terms of the document if they make any good meaning must be given effect to.

All the provisions of the lease deed have to be read and in fact with the assistance of counsel we have read the same more than once during the hearing. The parties to the document were anxious enough and took proper care in order to keep the user of the premises confined to residential purpose; that is why it was expressly stipulated in the lease to prohibit commercial user. Even while permitting an office to be located, equal care was taken to put the word 'personal' before 'office' to convey the idea that the tenant would not be entitled to transact official business connected with his avocation. Although ordinarily an office would mean the place where official business is transacted a personal office in contradistinction to an office simpliciter or a commercial office would be a place where an outsider would not normally

(1) [1861] 9 H.L.C. 114.
(2) [1879] 11 Ch. D. 731.

be admitted; commercial transactions would not take place; there would be no fixity of the location and the tenant would be entitled to use any portion of the premises as his personal office and the like. Such a place if referred to as personal office would essentially be residential and obviously while entering into the present lease deed, the parties were not trying to create a lease of premises for any other purposes as now contended by Mr. Thakur for the respondent. The High Court, therefore, went wrong in reversing the decision of the Rent Controller by merely relying upon clause 12 of the lease deed.

It is relevant to note the description of the premises as given in the lease deed itself. Paragraph 2 of the document described the premises thus :

> "The lessor hereby leases to the lessee the following described premises of the entire house built on plot No. 125. Greater Kailash-I, New Delhi comprising of three bed rooms with two bath rooms, drawing-cum-dining room, one kitchen one front and central veranda, front and back lawn, garage, servant quarter, above garage, a servant W.C. and terrace."

There was no description of any existing office room and available for such use to the tenant. nor was space earmarked for any personal office out of this accommodation. As indicated above it was in the discretion of the lessee to use any part as a personal office. Every lessee, or for the matter of that every person maintaining an acceptable standard of living does set apart a portion of the accommodation available to him which can answer the description of a personal office.

Mr. Thakur placed reliance on another clause of the lease deed which reads as follows :

> "That the lessor shall pay all the taxes of any kind whatsoever including house tax, ground rent as are of may hereinafter be assessed on the demised premises by the municipality or any other authority whatsoever provided the premises are used for residence only."

We do not think the terms of this clause support the stand of the lessee. As contemplated under the Transfer or Property Act a document of lease normally provides the rights and obligations of both the

lessor and the lesses. In stipulating the rent payable for the use and occupation of the premises the lessor had undertaken the liability of payment of taxes as described therein as long as the premises were used for residence only. This clause necessarily means that what had been stipulated was only residential user. It is appropriate to take note of the admission of Mr. Thakur that the lessor had been paying the taxes and the lessee has not been called upon to share the burden. This clause is an added provision to clinch the point in dispute against the tenant.

We are, therefore, of the view that the High Court clearly erred in law in reversing the decision of the Controller allowing the eviction. The appeal is allowed and the order of the High Court is set aside and the order of the Additional Rent Controller is restored. Parties are directed to bear their respective cost throughout.

This is a litigation which began in 1970. The tenant has been in occupation and continuing for about 14 years now after the application for eviction had been filed. Ordinarily we would not have allowed any time to the tenant keeping this aspect in view. But Mr. Thakur has urged upon us to take judicial notice of the fact that these days an alternative premises would be very difficult to find. We allow time to the tenant until 30th December, 1984 to vacate the premises subject to furnishing usual undertaking within four weeks from today. In the absence of the undertaking the tenant becomes liable to eviction after four weeks.

S.R. *Appeal allowed*