exercisable by an appropriate authority under rule 57 of the Rules are of a quasi-judicial nature and that before proceeding under that rule it is incumbent on the appropriate authority to follow rules of natural justice and must give an opportunity to the members of the Works Committee to meet the case which may be set up against them. As in the instant case this opportunity was not given to the petitioners, it has to be held that dissolution of the Works Committee was invalid and void. The view I have taken finds full support from a Division Bench decision of the Mysore High Court in *Peerjade Husen Sab Mohadin* v. *Commissioner of Labour, Bangalore, and others*, (2), where on exactly a similar question it was observed thus:—

> "Then, dealing with the first contention of the learned counsel for the petitioner that no notice was served on his client before setting aside his election to the works committee, it is clear that respondent 1's action violates the principles of natural justice. There is no dispute that no notice has been issued to the petitioner in this case. It is well-settled that no order could be passed affecting a person without hearing him. The petitioner, having been declared duly elected to the works committee, acquired certain rights of which he cannot be deprived without due notice to him."

(7) No other point was urged.

(8) For the reasons recorded above I allow this petition and quash the impugned order, dated 14th April, 1971 (copy Annexure 'D' to the petition). As the petition was not opposed on behalf of the respondents, I make no order as to costs.

B. S. G.

REVISIONAL CIVIL

Before Harbans Singh, C.J.

CHHIMA DEVI,—*Petitioner.*

versus

DEVI DASS,—*Respondent.*

Civil Revision No. 49 of 1971.

August 19, 1971.

East Punjab Urban Rent Restriction Act (III of 1949)—Section 13(2) (i), Proviso—Ejectment application on the ground of non-payment of rent—On the first date of hearing of the application, tenant tendering rent not

(2) (1964)11 L.L.J. 451.

only of the period upto the date of the application but also of the period elapsing between that date and the date of the tender—Such tender—Whether conditional or invalid—Refusal of the landlord to accept the tender—Whether proper.

Held, that where in an ejectment application on the ground of non-payment of rent, the tenant, on the first date of hearing, tenders rent not only of the period upto the date of the application but also for the period that has elasped since the date of the application and upto the date of the tender, the tender is not conditional or invalid. If the landlord is so particular not to accept more than what is due to him as arrears of rent upto the date of the application, it is open to him to say in reply that he will accept only that part and if the tenant refuses to give him that part and insists that he must either accept the whole amount or leave the whole amount, then the tender may be said to be conditional. Simply by tendering the amount also for the subsequent period which elapses between the date of the application and the date of the tender, the tenant imposes no "conditions" whatever. The refusal of the landlord to accept the tender on the ground that the same being in excess of the amount due to him upto the date of his application is invalid, is not a proper refusal.

(Para 9.)

Petition under section 15(v) of Act III of 1949 as amended by Act 29 of 1956 for revision of the order of Shri V. P. Aggarwal, Appellate Authority under the East Punjab Urban Rent Restriction Act, Gurgaon camp at Narnaul, dated 25th November, 1970 reversing that of Shri T. P. Garg, Rent Controller, Narnaul, dated 13th July, 1970, setting aside the order of the learned Rent Controller and sending back the case of the Rent Controller and sending back the case to the Rent Controller for further enquiry on other issues and decision according to law and leaving the parties to bear their own costs.

H. L. Sarin, Senior Advocate with A. N. Mital, & M. L. Sarin, Advocates for the petitioner.

Roop Chand Chaudhuri, Advocate, for the respondent.

JUDGMENT

HARBANS SINGH, C. J.—(1) This revision filed by the landlord against the order of the Appellate Authority holding that the tender made on the first date of hearing did satisfy the requirements of the law, has no merit at all.

(2) In an application for ejectment of the tenant, the landlord alleged that the rent was fixed at Rs. 26-6-0 as fair rent by the Rent Controller earlier (which matter is not being disputed,) and that the

tenant was in arrears of the rent aforesaid for the period beginning from the 1st April, 1968, upon the date of the filing of the application. The application was filed on 22nd May, 1969. The first date of hearing was 16th June, 1969, on which date the following statement was made on behalf of the tenant:—

> "Stated that rent for 15 months, i.e., from 1st April, 1968, to 30th June, 1969, at the rate of Rs. 26-6-0 per mensem, house tax Rs. 25—31 for the same period, Rs. 20 towards interest and Rs. 25 towards costs, total being Rs. 465—96, he was prepared to pay and was producing before the Court."

(3) The learned counsel for the applicant-landlord made the following statement:—

> "Stated that the tender was invalid, excessive and in advance and was not acceptable to him and he is not prepared to accept the amount tendered."

(4) The whole controversy in the two Courts below centred round the fact, whether the amount tendered being more than what was in arrears on the date of application, would the amount so tendered make the tender of the arrears invalid.

(5) The Rent Controller held the tender to be invalid whereas the Appellate Authority in a very detailed order held that the tender was valid and, consequently, this ground was not available, and the case was sent back to the Rent Controller for deciding the other issues which had not been decided. As already stated, the landlord has filed this revision.

(6) One thing is very clear. The landlord claimed arrears of rent from 1st April, 1968, onwards. The tender was also made from this very date. According to the learned counsel for the landlord-petitioner on the date of application was filed rent had become due only up to the month of April, 1969, but the rent for the month of April, had not become payable till the end of May and that, in fact, on the date of the application rent had become due and payable up to the end of March, 1969 only, i.e., for a period of 12th months.

(7) Because of the view that I am taking of the case, it is not necessary to go into the question, whether once the rent for a particular month becomes due a tenant cannot offer or pay the rent the

day following and must wait for the whole month. The provision given in the East Punjab Urban Rent Restriction Act, 1949 (hereinafter referred to as the Act) is for the benefit of the tenant. In other words, if the rent for the month of April has become due by the end of April, then he cannot be said to be in arrears if he pays the rent by the end of May. Taking for the sake of argument that on the date of the application the rent payable, for which the tenant could be said to be in arrears, was only for 12 months, then the tender made by the tenant on 16th June, 1969, really amounts to a tender of 12 months' rent, which was due on the date of the application, plus also a tender for the next three months, namely, April, May and June. By the date on which the tender was made admittedly rent for April and May had already become due and the tenant thus offered and tendered even rent for the month of June in advance.

(8) The sole question for determination is whether such a tender was conditional in any way or otherwise invalid and would not satisfy the requirements of proviso to clause (i) of Sub-section (2) of section 13 of the Act. Clause (i) provides that if the tenant has not paid or tendered the rent due by him in respect of the demised premises within fifteen days after the expiry of the time fixed in the agreement of tenancy with his landlord or in the absence of any such agreement, by the last day of the month next following that for which the rent is payable, he is liable to be ejected. Thus, if a tenant is in arrears in terms of this clause, then he is liable to be ejected on an application being made by the landlord. However, if he complies with the proviso, then he is relieved of this liability. The proviso to clause (i) is in the following terms:—

> "Provided that if the tenant on the first hearing of the application for ejectment after due service pays or tenders the arrears of rent and interest at six per cent per annum on such arrears together with the costs of the application assessed by the Controller, the tenant shall be deemed to have duly paid or tendered the rent within the time aforesaid."

(9) By no stretch of imagination the tenant can be said not to have tendered the amount if, in addition to the arrears, he also offers to pay rent which has become due for the period that has elapsed since the date of the application and up to the date of the tender. If the landlord is so particular not to accept

more than what was due to him as arrears of rent on the date of the application, it was open to him to say in reply that he would accept only that part and if the tenant had refused to give him that part and had insisted that he must either accept the whole amount or leave the whole amount, then it could be argued with some possible force that the tender was conditional. It is obvious that simply by tendering the amount for the subsequent two months, that had elapsed between the date of the application and the date of the tender, and the advance rent for one month, i.e., for June, more than half of which had already expired, he was imposing no "conditions" whatever. When a tenant makes a tender for a period spread over several months, he is, in fact, making tender for each month and, therefore, the tender made by the tenant in this case must be taken to have been made for 12 months, for which he could be said to be in arrears on the date of the application, plus for three months thereafter. The refusal of the landlord by just saying that, inasmuch as the tender is in excess of what is due to him and is, therefore, invalid, was not a proper refusal and was not justified. I am, therefore, in full agreement with the learned lower appellate Court that the tender made was valid.

(10) Reference in this respect may also be made to the view of *Mahajan* J. in *Lakhi Ram* v. *Lakhi Ram* (1), wherein the same point arose. In fact that was a slightly better case for the landlord, because while tendering the amount of rent, interest, etc., the tenant had made a satement that he was not liable for interest and costs. Consequently, it was argued in that case that it amounted to a conditional tender. The learned Judge observed as under:—

> "It was open to the tenant to pay the entire amount due from him and also dispute his liability for the same. The matter would be different if the amount tendered was short or its payment to the landlord had been made conditional. In the present case whatever was due to the landlord on the first date of hearing was tendered. It does not matter if the amount tendered was the exact amount due or it was in excess of it. The tender would be a valid tender, if no conditions as to payment of the amount to the landlord are attached to it. .....".

(1) 1970 P.L.R. 596.

(11) With respect I agree with this view and further, if the contention raised in that case was hypertechnical, the contention raised in the present case is devoid of all reasonableness.

(12) For the reasons given above, I find no force in this revision and dismiss the same with costs.

B. S. G.

LETTERS PATENT APPEAL

Before Harbans Singh, C.J. and Gurdev Singh, J.

SAT DEV,—*Appellant.*
versus

THE PUNJAB STATE ETC.,—*Respondents.*

Letters Patent Appeal No. 62 of 1971.

August 25, 1971.

Punjab Municipal (Executive Officers Act) (II of 1931)—Section 1(2)—Whether suffers from excessive delegation and ultra vires*—Power of State Government to extend the Act to any Municipal Committee—Whether unguided.*

Held, that although the Constitution confers a power and imposes a duty on the legislature to make laws and the essential legislative function of determining the legislative policy and its formulation as a rule of conduct cannot be abdicated by the legislature in favour of another, yet in view of the multifarious activities of a welfare State a legislature may not be able to work out all the details to suit the varying aspects of a complex situation and it must necessarily delegate the working out of the details to the executive or another agency. In enacting Punjab Municipal (Executive Officers) Act, 1931, the legislature has exercised its judgment as to the 'place, persons, laws and powers' and the legislation on the subjects with which it deals is complete in all respects. What is left to the State Government is the authority to extend it to any Municipality in the Punjab. In making this provision the legislature has in no way parted with any of its essential legislative functions and the authority conferred on the State Government is merely ancillary to the main provisions of the statement. The legislature in its wisdom thought it expedient to leave it to the State Government to determine the Municipal Committees to which its application