



2026:AHC:116349

HIGH COURT OF JUDICATURE AT ALLAHABAD
MATTERS UNDER ARTICLE 227 No. - 5153 of 2026

Akhilesh Kumar

.....Petitioner(s)

Versus

Sanjay Sahgal

.....Respondent(s)

Counsel for Petitioner(s)	: Kamlesh Kumar Tiwari
Counsel for Respondent(s)	: Mohit Kumar Shukla

AND

MATTERS UNDER ARTICLE 227 No. - 5155 of 2026
Smt. Suman Dwivedi vs. Sanjeev Sahani & Another

....

AFR

Court No. - 35

HON'BLE DR. YOGENDRA KUMAR SRIVASTAVA, J.

Heard Sri Kamlesh Kumar Tiwari, learned counsel for the petitioner; Sri Mohit Kumar Shukla and Sri Ram M Kaushik, learned counsel appearing for the respondents; and Sri Rahul Agarwal, learned Additional Advocate General, assisted by Sri Gaurav Singh, learned Standing Counsel, on the interpretation of the statutory provisions involved.

Factual Background

2. These two petitions raise a common and recurring question concerning the scope and operation of the Uttar Pradesh Regulation of

Urban Premises Tenancy Act, 2021¹, namely, whether the mere absence of a written tenancy agreement renders proceedings before the Rent Authority non-maintainable and relegates the landlord to the jurisdiction of the Court of Small Causes. The issue assumes considerable significance, for its resolution depends upon the true construction and interplay of Sections 4, 21 and 38 of the Act, 2021 read in the context of the overall statutory scheme and legislative purpose underlying the enactment. The controversy is of particular importance in the State, especially in view of the large number of urban tenancy arrangements that continue to subsist on oral understandings, month-to-month occupations, rent receipts, or long-standing informal arrangements unsupported by formal written agreements.

3. In the first petition, petitioner-tenant, Akhilesh Kumar, is in occupation of Shop No. 18, Gandhi Road, Mohalla Chaudhariyana, Bada Bazar, Jhansi, at a monthly rent of Rupees 3,000/-. Respondent-landlord, Sanjay Sehgal, instituted Rent Case No.47 of 2024 under Sections 10 and 21(2)(m) of the Act, 2021 before the Rent Authority, Jhansi, seeking eviction, arrears of rent, and damages for unauthorized use. The landlord pleaded that the tenancy was month-to-month and that no fresh tenancy agreement had been executed between the parties. Upon notice, the tenant entered appearance and filed an objection/application dated 21.10.2024 contending that no written or registered tenancy agreement existed and, therefore, proceedings under the Act, 2021 were not maintainable; jurisdiction, if any, lay before the Court of Small Causes under the Provincial Small Causes Courts Act. It was urged that the landlord had not complied with the requirements contemplated under Section 4 of the Act. The said objection was rejected by the Rent Authority *vide* order dated 14.08.2025 holding the proceedings maintainable. Aggrieved thereby, the tenant preferred Miscellaneous Civil (Rent Control) Appeal No.85 of 2025 before the Rent Tribunal, Jhansi, which was dismissed by judgment dated 19.01.2026, affirming the order of the Rent Authority.

¹ Act, 2021

4. In the other petition, petitioner, Smt. Suman Dwivedi, is a tenant in respect of premises, bearing House No.3A, Lal Bahadur Shastri Marg, Station Road, Jhansi, and claims tenancy through her predecessors. The respondent-landlords Sanjeev Sahani and another instituted proceedings under Section 21(2)(a)(b) of the Act, 2021, seeking eviction on the grounds of default and personal requirement. The petitioner appeared before the Rent Authority and filed a preliminary objection/application dated 12.09.2025 under Section 38(2) of the Act, specifically pleading that no tenancy agreement existed between the parties, that the tenancy was admittedly month-to-month, and, therefore, proceedings under the Act, 2021 were not maintainable before the Rent Authority. It was further asserted that the landlords had failed to comply with Section 4 of the Act and that any remedy lay before the Court of Small Causes. The Rent Authority rejected the objection *vide* order dated 16.09.2025 and held the proceedings maintainable. The appeal preferred by the tenant under Section 35 of the Act, 2021, being Miscellaneous Civil (Rent Control) Appeal No.05 of 2026, was also dismissed by the Rent Control Tribunal, Jhansi, *vide* judgment and order dated 08.01.2026, affirming the order passed by the Rent Authority.

5. Since both petitions involve identical questions touching the jurisdiction of the Rent Authority under the Act, 2021 in the absence of a written tenancy agreement, and assail substantially similar orders passed by the Rent Authority and Rent Tribunal, they are being heard and decided together by this common judgment.

6. It deserves emphasis, at the outset, that the record discloses no dispute regarding the petitioners' status as tenants in occupation of the respective premises. The central controversy is not a denial of tenancy in the factual sense, but the legal consequence flowing from the absence of a written tenancy agreement and the proper statutory forum before which the landlords must proceed. This distinction is material, for the Act, 2021, is designed not merely to record tenancies, but to regulate landlord-tenant relations and to provide an expeditious adjudicatory mechanism for disputes arising therefrom.

Issues for Determination

7. Having regard to the controversy arising in these petitions, the following issues arise for consideration:

7.1 Whether, the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 excludes oral or month-to-month tenancies from its statutory ambit.

7.2 Whether, in the absence of a written tenancy agreement, proceedings under the Act, 2021 are maintainable before the Rent Authority, or whether disputes of such nature are triable only by the Court of Small Causes under the Provincial Small Causes Courts Act, 1887.

7.3 Whether, Sections 4(1) and 4(3)(b) constitute conditions precedent to the maintainability of proceedings before the Rent Authority, or whether they are mandatory regulatory provisions intended to ensure formalisation, disclosure and evidentiary certainty.

7.4 Whether, Section 38(2) excludes the jurisdiction of the Rent Authority where the parties have failed to execute, reduce into writing, or intimate a tenancy agreement in the manner contemplated by the Act.

Submissions**On Behalf of the Petitioners**

8. Counsel for the petitioners has submitted that the initiation of proceedings before the Rent Authority under the Act, 2021 is without jurisdiction, since it is an admitted position that no written tenancy agreement exists between the parties. It is contended that the tenancies in question are purely oral and month-to-month in nature and, therefore, fall outside the statutory framework contemplated under Sections 4 and 38 of the Act.

9. It is further urged that the jurisdiction of the Rent Authority is confined to disputes arising out of tenancy agreements executed and submitted before the Rent Authority in accordance with Section 4 read with the First Schedule appended to the Act. According to the

petitioners, the statutory scheme proceeds on the existence of a formally reduced and notified tenancy arrangement and does not extend to unwritten or oral tenancies.

10. In support of this submission, reliance has been placed on the decisions in **Amit Gupta v. Gulab Chandra Kanodia**², **Lavendra Singh v. Devendra Kumar Nagariya**³ and **Sri Raman Arora v. Susheel Kumar (Deceased)**⁴, to contend that although the Act contemplates regulation through written tenancy arrangements, the legislature has not expressly devised a complete remedial mechanism for unwritten tenancies, and that the jurisdiction of the Rent Authority is confined to tenancy agreements submitted before it under Section 4 of the Act.

11. It is, accordingly, submitted that in the absence of a written tenancy agreement, the Rent Authority lacked jurisdiction to entertain the proceedings and that the orders passed by the Rent Authority as well as the Rent Tribunal are unsustainable in law. The proceedings instituted by the respondent-landlords under the Act, 2021 are, therefore, liable to be held not maintainable, leaving it open to the landlords to pursue such remedies as may otherwise be available to them under the general law or before the Court of Small Causes.

12. Learned counsel for the petitioners has further submitted that the aforesaid decisions disclose a divergence in judicial approach on the interpretation of Sections 4 and 38 of the Act, 2021. According to the submission, while **Amit Gupta** and **Raman Arora** proceed on the premise that absence of a written tenancy agreement carries jurisdictional consequences, **Amarjeet Singh** and **Canara Bank** adopt a materially different approach by treating such absence as not affecting the maintainability of proceedings before the Rent Authority. It is, therefore, urged that the issue involves an apparent conflict between coordinate Bench decisions on a question touching jurisdiction and

² 2021 SCC OnLine All 825

³ 2025:AHC:26938

⁴ 2025 SCC OnLine All 1251

consequently deserves consideration by a Larger Bench so that the legal position may be authoritatively settled.

On behalf of the Respondent-Landlords

13. Counsel appearing for the respondent-landlords submits that the proceedings instituted before the Rent Authority are fully maintainable notwithstanding the absence of a written tenancy agreement. It is contended that the Act, 2021 nowhere excludes oral tenancy arrangements and that the expression “tenancy agreement” occurring in Section 38(2) cannot be construed so narrowly as to confine the jurisdiction of the Rent Authority only to written agreements. Reliance has been placed upon **Vishal Rastogi v. Rent Controller/Additional District Magistrate (Judicial) and Another**⁵ and **Canara Bank** to contend that a tenancy agreement may be oral or written and that the jurisdiction of the Rent Authority is not ousted merely because the tenancy arrangement was not reduced into writing or its particulars were not submitted before the Rent Authority.

14. It is further submitted that Section 38 of the Act, 2021 is not a provision conferring jurisdiction, but one merely regulating and circumscribing the scope of adjudication by the Rent Authority. Placing reliance upon the reasoning in **Canara Bank**, learned counsel submits that Section 38(2) only limits the Rent Authority from adjudicating disputes relating to title or ownership and does not exclude unwritten tenancies from the ambit of the Act. It is argued that Section 4(3) itself contemplates pre-existing unwritten tenancies and permits submission of tenancy particulars even where no formal written agreement exists. Accordingly, once the relationship of landlord and tenant is admitted or otherwise established, the jurisdiction of the Rent Authority cannot be defeated merely on account of absence of a written tenancy agreement.

15. It has also been submitted that the view taken in **Lavendra Singh**, relying upon **Raman Arora**, that unwritten tenancies fall outside the purview of the Act, 2021, stands considerably diluted in view of the

⁵ 2024 SCC OnLine All 8125

subsequent order passed by the Supreme Court of India in appeal therefrom, wherein the interference made by the High Court with the concurrent findings of the authorities below was specifically disapproved.

16. Counsel for the respondents further submits that the decisions relied upon on behalf of the petitioners do not disclose any irreconcilable conflict so as to require reference to a Larger Bench. According to the submission, **Amit Gupta** and **Raman Arora** were rendered in a distinct factual and statutory context concerning the maintainability and continuance of proceedings before the ordinary civil forum or the Court of Small Causes, whereas **Amarjeet Singh** and **Canara Bank** directly examine the extent of the Rent Authority's jurisdiction under the Act, 2021. It is urged that the apparent divergence is more superficial than real and arises from differences in the questions considered and the statutory provisions interpreted, rather than from any conflicting principle of law calling for authoritative reconsideration by a Larger Bench.

On behalf of the State

17. Learned Additional Advocate General, supporting the maintainability of proceedings under the Act, 2021 even in cases of unwritten tenancies, submits that **Canara Bank Branch Office and another v. Sri Ashok Kumar**⁶ exhaustively examines the statutory framework of the Act and authoritatively interprets the effect of Sections 4, 9 and 38 thereof. It is urged that the said decision specifically clarifies that **Amit Gupta** dealt with an entirely different issue and that there is no real conflict between the coordinate Bench decisions rendered by this Court. According to the submissions advanced, **Amit Gupta** was principally concerned the continuance and maintainability of proceedings before the Court of Small Causes instituted prior to the enforcement of the Act, 2021, whereas in **Canara Bank** the issue directly arising for consideration was the legal status and adjudicability of unwritten tenancies under the Act itself.

⁶ 2025 SCC OnLine All 8073

18. It is further submitted that the judgment in **Lavendra Singh**, relying upon **Raman Arora**, proceeded on the premise that tenancies unsupported by written agreements fall outside the purview of the Act, 2021. However, the judgment was carried in appeal before the Supreme Court of India, where, upon hearing learned counsel for the parties and examining the record, the Court observed that the High Court was not justified in interfering with the concurrent findings returned by the authorities below. Consequently, the appeal was allowed, the judgment of the High Court was set aside, and the orders passed by the Rent Authority as well as the Rent Tribunal were restored. It is urged that the said order effectively disapproves the reasoning adopted in **Lavendra Singh**, which itself had drawn support from the line of reasoning in **Raman Arora**.

19. It is next contended that even the observations in **Raman Arora** show that the reservations expressed regarding the correctness of the view taken in **Amarjeet Singh v. Smt. Shiv Kumari Yadav**⁷ were primarily founded on three considerations, namely, the existence of an earlier coordinate Bench decision in **Amit Gupta**, the absence of detailed consideration of the scope of Section 38(2), and non-consideration of the legal effect of a State enactment having received Presidential assent.

20. Learned Additional Advocate General further submits that there is no conceptual distinction between a State enactment which has received the assent of the Governor and one which has received the assent of the President; in either case, the legislation remains an enactment of the Uttar Pradesh Legislature. The distinction, according to the submission, lies only in the constitutional field of operation. Presidential assent under Article 254 of the Constitution of India is obtained to remove or save repugnancy with a Central enactment operating in the Concurrent List, whereas assent of the Governor suffices where no such repugnancy arises or where the subject falls within the State List. It is, therefore, urged that Section 42 of the Act, 2021, which gives overriding effect to

⁷ 2024 SCC OnLine All 2744

the Act over inconsistent State laws, would prevail, to the extent of inconsistency, over the suit-based dispute resolution framework referable to the Provincial Small Causes Courts Act as modified by the U.P. Civil Laws Amendment Act, 1972.

21. Developing the submission further, learned Additional Advocate General argues that Section 38(2) has been elaborately interpreted in **Canara Bank**, wherein it was held that the provision is not one conferring jurisdiction upon the Rent Authority but merely one regulating and circumscribing the extent of exercise of such jurisdiction. It is submitted that the reasoning in **Amit Gupta** does not sufficiently consider the effect of Section 4(7), the proviso to Section 9(5), and Section 42 of the Act. According to the submission, any interpretation excluding unwritten tenancies from the ambit of the Act would render these provisions otiose, particularly when Section 4(7) itself contemplates consequences arising from failure to furnish particulars of tenancy and the proviso to Section 9(5) expressly recognises situations where no written tenancy agreement exists.

22. Learned Additional Advocate General contends that no reference to a Larger Bench is warranted, inasmuch as the decisions relied upon by the petitioners do not lay down irreconcilable propositions on the same question of law. According to the State, **Amit Gupta** and **Raman Arora** arose in a distinct statutory and transitional context concerning the continuance of proceedings before the Court of Small Causes, whereas **Amarjeet Singh** and **Canara Bank** directly examine the scope of the Rent Authority's jurisdiction under the Act, 2021. It is urged that the later decisions do not depart from the earlier line of authority but merely clarify the statutory position governing proceedings under the special enactment, particularly in light of Section 4(7), the proviso to Section 9(5), and the overriding effect of Section 42. The apparent conflict, according to the submission, is therefore more seeming than real and does not warrant reference to a Larger Bench.

23. It is lastly submitted that the principal concern which weighed with the Court in **Amit Gupta** was to ensure that a landlord is not rendered remediless in cases involving unwritten tenancies. However, the precise question whether unwritten tenancies stand excluded from the operation of the Act, 2021 did not directly arise therein. In contrast, the issue arose squarely in **Canara Bank**, where the statutory scheme was comprehensively analysed and it was held that unwritten tenancies are not excluded merely because the tenancy agreement had not been reduced into writing or its particulars had not been furnished before the Rent Authority.

Statutory Background and Scheme

24. To appreciate the rival submissions, it becomes necessary to examine the statutory background and the overall scheme of the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021. The enactment is intended to regulate urban tenancies within the State. Prior to its commencement, a substantial number of tenancies in urban areas were governed through oral arrangements, informal understandings, rent receipts, inherited occupations, and long-standing possession unsupported by formal written instruments. Such informal arrangements frequently generated uncertainty, evidentiary disputes, delay in adjudication, and forum-shopping. The legislative mischief sought to be remedied was, therefore, the absence of a structured and transparent framework governing landlord-tenant relationships in urban areas.

25. The Act seeks to replace informality and uncertainty with a regime founded upon transparency, certainty of contractual terms, defined reciprocal rights and obligations, and expeditious adjudication through specialised fora. To achieve this objective, the statute requires tenancy arrangements to be reduced into writing and simultaneously establishes a dedicated adjudicatory framework comprising the Rent Authority as the primary forum and the Rent Tribunal as the appellate forum. The legislative policy is further reflected in the calibrated exclusion of the

jurisdiction of ordinary civil courts in matters entrusted to the statutory authorities.

26. The enactment extends to the whole of Uttar Pradesh and applies to the urban areas specified under Section 1(3), with deemed commencement from 11.01.2021. The definition of “premises” under Section 2(c) is of wide amplitude and includes any building or part thereof let on rent for residential, commercial, or educational purposes, excluding premises used for industrial purposes and subject to further exclusions specified under Section 3(1). The breadth of the definition, read together with the institutional framework created under the Act, manifests a legislative intent to comprehensively regulate urban tenancy relationships through specialised mechanisms rather than through ordinary civil proceedings.

27. The statute must, therefore, be construed as an integrated and purposive code, and not as a collection of isolated provisions capable of producing inconsistent or self-defeating consequences. The requirement of a written tenancy agreement is one component of the broader statutory architecture and cannot be interpreted in a manner that frustrates the larger legislative design of efficient tenancy regulation and expeditious dispute resolution. Any interpretation that revives the very uncertainty, procedural complexity, and multiplicity of proceedings which the enactment sought to eliminate would run contrary to settled principles of purposive statutory construction.

Relevant Statutory Provisions

28. Since the controversy in these petitions turns fundamentally upon the construction of the statute itself, it is necessary, at the outset, to notice, in some detail, the provisions which are material to the present determination. The Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 is a self-contained enactment intended to regulate landlord-tenant relations in urban premises through a specialised framework. The questions raised before this Court, therefore, require examination of the relevant statutory framework and the interrelationship of the provisions

governing the formalisation of tenancies, the jurisdiction of the statutory forum, the exclusion of civil court jurisdiction, and the overriding effect of the enactment.

29. **Section 4(1)** provides that after the commencement of the Act, no person shall let or take on rent any premises except by an agreement in writing, and such agreement is to be informed to the Rent Authority in the prescribed manner. The provision is indicative of the legislative preference for written tenancy arrangements, transparency in the relationship between landlord and tenant, and record-based administration of tenancies under the statutory regime.

30. **Section 4(3)(b)** deals with pre-existing tenancies where no written agreement existed prior to the commencement of the Act, and requires the landlord and tenant to enter into such agreement and present the same before the Rent Authority within the prescribed period. The object of this clause is evidently to bring pre-existing or continuing tenancies within the discipline of the new enactment without disrupting existing occupancy arrangements.

31. The **first proviso to Section 4(3)** is of particular significance. It contemplates a situation where the parties either fail to present jointly a copy of the tenancy agreement or fail to reach at an agreement within the specified period. In such eventuality, each party is required separately to file particulars of the tenancy before the Rent Authority within prescribed period and the landlord may seek eviction on this ground alone, where he has submitted his particulars but the tenant has failed to do so. The proviso thus discloses that the statute does not proceed on the assumption that every tenancy will, in fact, be reduced into a formal written instrument before the statutory authority; rather, it expressly provides for contingencies of non-compliance by either party.

32. **Section 4(7)** is equally material. It declares that the information furnished under sub-sections (1), (2), (3) of Section 4 shall constitute “conclusive proof” of the facts relating to tenancy and matters connected therewith. It further provides that in the absence of any statement of

information, the landlord may file an application for eviction on that ground alone. This provision is significant not merely for what it affirms, but also for what it implies. It shows that the Legislature attached evidentiary importance to formal disclosure, but simultaneously contemplated the consequences of failure to furnish such information without thereby destroying the statutory remedy itself. The provision, therefore, must be read as part of the larger scheme of regulation and proof, and not as a clause creating a jurisdictional vacuum.

33. **Section 21(2)** confers power upon the Rent Authority, on an application moved by the landlord, to order eviction and recovery of possession of the premises on the grounds enumerated therein. It is the principal remedial provision under the Act and provides the substantive machinery by which disputes relating to eviction are to be adjudicated within the special statutory framework.

34. **Section 38(1)** enacts that, save as otherwise provided in the Act, no Civil Court shall entertain any suit or proceeding insofar as it relates to the provisions of the Act.

35. **Section 38(2)** stipulates that the jurisdiction of the Rent Authority shall be limited to tenancy agreements submitted to it as specified in the First Schedule, and shall not extend to questions of title or ownership of premises.

36. **Section 42**, finally, gives overriding effect to the Act over anything inconsistent contained in any other law for the time being in force within the State.

37. Read together, these provisions reveal a legislative design that is both regulatory and remedial. Section 4 governs the formalisation and disclosure of tenancy arrangements; Section 21 provides the substantive remedy of eviction and related relief; Section 38 excludes the ordinary civil forum in respect of matters governed by the Act and defines the limits of the Rent Authority's jurisdiction; and Section 42 ensures that the statutory regime prevails over inconsistent legal provisions. The combined effect of Sections 21, 38 and 42 is that once a dispute falls

within the statutory field occupied by the Act, the forum, remedy and procedure are intended to be governed by the special machinery created thereunder.

38. It is in that statutory setting that the controversy in the present petitions falls to be determined. The core question is not merely whether a written tenancy agreement exists, but what legal consequence follows from the absence of such an agreement where the landlord-tenant relationship is otherwise admitted or established and the dispute otherwise falls within the framework of the Act. The answer to that question must, therefore, be found by reading the provisions harmoniously, purposively and in light of the object which the Legislature sought to achieve.

Comparative Position Under the Earlier Law

39. For purposes of comparison, it is necessary to notice that the scheme underlying the Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act, 1972⁸ rested upon a materially different legislative framework. The earlier enactment essentially operated as a rent-control and release statute structured around the District Magistrate/ Prescribed Authority model. Its provisions principally dealt with regulation of letting, control of rent and premium, determination of standard rent, restrictions upon eviction, and release of premises in specified contingencies. The emphasis of the legislation was thus upon administrative regulation and controlled eviction within a predominantly rent-control framework.

40. The Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 marks a conscious legislative departure from that model. Unlike the Act, 1972 the new enactment is not confined merely to rent control or regulation of eviction; rather it establishes a comprehensive and specialised framework governing urban tenancy relationships through formalised contractual arrangements and dedicated adjudicatory mechanisms. The constitution of the Rent Authority and the Rent Tribunal, coupled with the exclusionary provisions contained in Sections

⁸ Act, 1972

38 and 42, manifests a clear legislative intent to shift tenancy adjudication away from the ordinary Civil Court structure and the earlier administrative-control regime towards specialised statutory fora exercising exclusive jurisdiction in matters covered by the Act.

41. This legislative reorientation is of considerable interpretative significance. Under the earlier regime, landlord-tenant litigation often proceeded through conventional civil or small cause processes, shaped by doctrines and procedures evolved in a different statutory environment. The Act, 2021, by contrast, introduces a self-conscious regulatory frame work in which the tenancy relationship is expected to be documented, disclosed and administered within a statutory system supported by specialised fora. The creation of the Rent Authority, the appellate Rent Tribunal, the bar of civil court jurisdiction in specified matters, and the overriding effect conferred upon the enactment all indicate that the Legislature intended to move away from the uncertainties of the prior regime and towards a more self-contained code for urban tenancy regulation.

42. The transition from the Act, 1972 regime to the framework introduced by the Act, 2021 is therefore not merely institutional but conceptual in nature. The former legislation proceeded primarily on the basis of regulatory control over eviction and rent, whereas the latter seeks to create a tenancy regime founded upon contractual certainty, disclosure obligations, specialised adjudication and expeditious dispute resolution.

Interpretative Consequence

43. The interpretative consequence of this legislative transition is of considerable significance. Once it is recognised that the Act, 2021 was enacted not as a minor procedural supplement to the earlier regime but as a later and more specialised statutory framework, its provisions must be construed in a manner that advances, rather than defeats, that legislative transformation. The Court must therefore read the Act as a

whole and give due weight to its structural features, its adjudicatory design and the mischief which it seeks to remedy.

44. The mischief sought to be addressed by the enactment is evident from its scheme. Informal and undocumented tenancies, uncertainty regarding the terms of occupation, multiplicity of proceedings, forum-related objections and delay in adjudication were all features capable of frustrating both landlord remedies and tenant protections. The Act, 2021 responds to those deficiencies by introducing a framework that insists upon greater formality and disclosure, while simultaneously creating specialised fora for adjudication of disputes arising out of tenancy relations.

45. The significance of that statutory scheme lies in the fact that the Act contemplates not merely cases of strict and ideal compliance, but also situations in which the parties may have failed to adhere fully to the procedural discipline contemplated by the enactment. A construction which renders the statutory forum powerless upon every departure from the formal requirements of the Act would, in substance, undermine the very machinery which the Legislature has set in place. The Court must, therefore, avoid any interpretation that would allow the substantive remedial framework of the Act to be defeated by procedural non-compliance alone. If the provisions of the Act were construed so as to disable the Rent Authority from acting in the absence of prior strict compliance, while Section 38 simultaneously excludes recourse to the ordinary civil forum, the inevitable consequence would be the creation of a remedial vacuum. Such a consequence would frustrate, rather than further, the object and purpose of the statute. The Act must, accordingly, receive a construction that preserves its remedial efficacy even in cases of imperfect compliance, subject always to the express language and consequences enacted by the Legislature.

46. The true import of Sections 4, 21, 38 and 42 emerges when the statute is viewed as an integrated scheme. While Section 4 seeks to introduce certainty and transparency through documentation and

disclosure of tenancy arrangements, Section 21 creates the substantive mechanism for adjudication of eviction and allied claims. Section 38 correspondingly excludes the jurisdiction of ordinary civil courts in matters assigned to the statutory authorities, and Section 42 reinforces the primacy of the enactment by conferring overriding effect upon its provisions. Collectively, these provisions disclose a legislative intention to entrust disputes arising out of landlord-tenant relationships, within the ambit of the Act, to the specialised adjudicatory framework constituted under the later enactment rather than to the ordinary forum structure operating under the earlier regime.

47. This does not mean that every question arising under the Act stands answered merely by invoking its overriding or exclusionary provisions. It does, however, mean that interpretation must proceed on the premise that the Act, 2021 is intended to be workable, self-executing and remedially effective. The Court must avoid an interpretation that revives the very uncertainty, fragmentation and procedural complexity that the legislation was enacted to overcome. Equally, the Court must avoid construing any one provision in a manner that nullifies the larger statutory design.

48. Accordingly, the provisions of the Act must receive a harmonious and purposive construction that preserves both facets of the legislative scheme, namely, formalisation of tenancy arrangements and effective adjudication of tenancy disputes through specialised statutory fora. It is in the light of that broader statutory context that the true effect of Sections 4, 21, 38 and 42 falls to be considered.

Precedents

49. The authorities cited at the Bar and otherwise, relevant to the controversy, may now be noticed.

50. In **Amit Gupta v. Gulab Chandra Kanodia**, the Court was principally concerned with two questions. The first was whether proceedings pending before the Court of Small Causes, together with revisions arising therefrom, stood saved or abated upon enforcement of

the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021. The second pertained to the scope of the bar contained in Section 38 of the Act, namely, whether such bar was absolute in nature or whether proceedings before the Court of Small Causes would continue to remain maintainable in respect of tenancies not governed by tenancy agreements contemplated under the Act, 2021.

51. While examining the aforesaid questions, the Court undertook an analysis of the legislative history, including the effect of the U.P. Civil Laws Amendment Act, 1972, and the transition from the earlier rent-control regime to the statutory framework introduced under the Act, 2021. The Court held, in substance, that the jurisdiction of the Court of Small Causes under the earlier regime was not entirely extinguished and would continue to survive, particularly in relation to disputes concerning tenancies not covered by tenancy agreements executed or submitted in accordance with Section 4 of the Act, 2021.

52. In paragraph 96 of the judgment, as subsequently noticed in the later decisions, it was observed, in substance, that Section 4(3) specifically contemplates a situation where the landlord furnishes the prescribed particulars before the Rent Authority but the tenant fails to comply with the corresponding statutory obligation, in which event eviction proceedings are contemplated under the Act. The Court further observed that where both parties fail to comply with the requirement of furnishing or executing a written tenancy agreement, the statute does not expressly provide a specific mechanism for eviction under the Act, 2021.

53. In **Amarjeet Singh v. Smt. Shiv Kumari Yadav**, the controversy was comparatively narrower, though more directly connected with the issue arising in the present case. The tenant therein questioned the maintainability of proceedings instituted under Section 21(2) of the Act on the ground that no unique identification number had been allotted, no digital platform contemplated under the Rules had been created, and that the jurisdiction of the Rent Authority extended only to tenancy agreements formally submitted before it in accordance with Section 4.

The landlord, on the other hand, asserted that the tenant had been called upon through notice to execute the tenancy agreement and furnish the requisite particulars before the Rent Authority, but had failed to comply, whereafter eviction proceedings came to be instituted.

54. The Court in **Amarjeet Singh** undertook a detailed examination of Section 4 and held that the requirement of furnishing information to the Rent Authority in the format prescribed under the First Schedule is primarily intended to attach evidentiary conclusiveness to such information in relation to the facts of tenancy and connected matters. It was expressly held that furnishing of such information is not a *sine qua non* for maintaining proceedings under Section 21(2) of the Act. The Court also observed that where the existence of the tenancy relationship is admitted, strict formal compliance with Section 4 cannot be treated as indispensable for invoking the jurisdiction of the Rent Authority, and that in cases where tenancy is disputed, the parties remain at liberty to adduce evidence before the authority in accordance with law.

55. The Court also observed that the earlier decision in **Amit Gupta** did not conclude the controversy arising before it, since that case had arisen in a different factual and legal context and, according to the learned Judge, had not sufficiently adverted to the import and effect of Section 4(7) of the Act. The decision in **Amarjeet Singh** thus marked a discernible shift away from a purely formal interpretation of Section 38(2), towards a more purposive construction of Sections 4 and 21 in the context of the broader statutory scheme.

56. In **Raman Arora v. Susheel Kumar (Deceased)** and connected matters, the Court considered the differing approaches adopted in **Amit Gupta** and **Amarjeet Singh** concerning the applicability and reach of the Act, 2021 in relation to pre-existing tenancies. Upon examining the divergent lines of reasoning, the Court ultimately held, on the facts of the case before it, that proceedings instituted before the Court of Small Causes continued to remain maintainable, particularly as no written tenancy agreement had been executed between the parties and the earlier

forum-creating legislation, having received Presidential assent, continued to operate in the field.

57. At the same time, the Court expressed reservations regarding certain aspects of the reasoning adopted in **Amarjeet Singh** and emphasised the necessity of maintaining doctrinal consistency while interpreting Sections 4 and 38 of the Act, 2021. The decision thus reflected the differing judicial approaches regarding the extent to which the absence of a written tenancy agreement affects the jurisdiction of the Rent Authority under the new statutory regime.

58. Prior to the subsequent line of authority, **Vishal Rastogi v. Rent Controller/Additional District Magistrate (Judicial) and Another** had adopted the view that a tenancy agreement may be either oral or written and that the mere absence of a written instrument does not, by itself, exclude the applicability of the Act, 2021. The Court observed that the expression “tenancy agreement” occurring in Section 38(2) cannot be construed in an unduly restrictive manner so as to exclude oral tenancies altogether from the statutory framework. It was further held that the jurisdiction of the Rent Authority is not extinguished merely because the tenancy arrangement has not been formally reduced into writing or because the particulars contemplated under the First Schedule have not been furnished before the authority.

59. The reasoning adopted in **Vishal Rastogi** proceeds on the premise that the Act is fundamentally intended to regulate landlord-tenant relationships and provide a specialised adjudicatory mechanism, and that procedural non-compliance with the requirement of formal documentation cannot be permitted to defeat the substantive operation of the statute. The decision thus lends support to a broader and purposive construction of the enactment consistent with its underlying legislative object.

60. The later decision in **Canara Bank Branch Office and Another v. Sri Ashok Kumar** carries the discourse further and directly addresses the question whether the absence of a written tenancy agreement or non-

furnishing of tenancy particulars before the Rent Authority divests the authority of jurisdiction in cases where the tenancy relationship itself is admitted. The Court framed the issue in express terms, namely, whether the Rent Authority under the Act, 2021 possesses jurisdiction to entertain proceedings initiated by the landlord where no written tenancy agreement has been executed and the landlord has also not furnished the particulars of tenancy before the authority in the prescribed manner.

61. In **Canara Bank**, the Court undertook a comparative examination of the Model Tenancy Act and the Act, 2021, and noticed a conscious legislative departure adopted by the State Legislature. Under the Model Tenancy Act, failure to intimate either the execution or non-execution of a tenancy agreement attracted the consequence that the landlord and tenant would not be entitled to seek relief under the enactment. The Uttar Pradesh Legislature, however, while enacting the Act, 2021, consciously omitted any such disabling consequence and instead incorporated Section 4(7), which expressly contemplates that, in the absence of any statement of information, the landlord may institute proceedings for eviction on that ground alone.

62. That distinction assumes considerable significance in determining the true legal effect of non-compliance with Section 4. The legislative choice not to incorporate a provision barring remedies under the Act in cases of non-registration or non-furnishing of particulars indicates that the statute does not treat such default as jurisdictionally fatal. Rather, the scheme of Section 4(7) demonstrates that the Legislature envisaged adjudication by the Rent Authority even in situations of non-compliance, thereby reinforcing the broader remedial and regulatory purpose underlying the enactment.

63. A synthesis of the aforesaid decisions indicates that while the Act, 2021 undoubtedly introduces a structured statutory regime emphasising written tenancy arrangements and disclosure of prescribed particulars, the operation of the enactment is not intended to be frustrated solely on account of procedural non-compliance, particularly in cases where the

existence of the landlord-tenant relationship is otherwise admitted or capable of being established from the material on record. The judicial trend, as reflected in the later authorities, has been to preserve the efficacy of the specialised adjudicatory framework created under the Act and to avoid an interpretation that would render its remedial provisions ineffective in relation to a substantial category of urban tenancy disputes founded upon oral, informal or pre-existing arrangements.

64. The decisions, when read harmoniously, reflect an underlying recognition that the statute is fundamentally regulatory and remedial in character. Consequently, procedural requirements relating to execution or furnishing of tenancy agreements are not to be construed in a manner that defeats the substantive jurisdiction of the Rent Authority or revives the very uncertainties and multiplicity of proceedings which the enactment sought to remedy.

Whether Reference to a Larger Bench is Warranted

65. Read together, **Amit Gupta, Amarjeet Singh, Raman Arora** and **Canara Bank Branch Office and Another** indicate a discernible path toward a coherent and workable reconciliation of the statutory scheme. While **Raman Arora** cautions against casual departure from earlier precedent and emphasises that any doctrinal evolution must rest upon clear statutory reasoning and, where necessary, authoritative reconsideration, **Canara Bank** supplies such reasoning through a detailed examination of Section 4(7) and the conscious legislative departure from the framework of the Model Tenancy Act.

66. It is, however, necessary to notice that in **Raman Arora** considerable emphasis was placed upon the circumstance that the forum of the Judge, Small Causes in landlord-tenant disputes had been preserved under the U.P. Civil Laws Amendment Act, 1972, an enactment which had received Presidential assent. The reasoning in that decision proceeds substantially on the premise that, in the absence of clear and irreconcilable inconsistency, a subsequent State enactment

ought not lightly to be construed as impliedly displacing or effacing a forum created under an earlier law enjoying such assent.

67. That aspect undoubtedly deserves due weight and careful consideration. At the same time, the controversy arising in the present petitions must be examined in the context of the overall scheme, object and interrelationship of the provisions of the Act, 2021. The duty of the Court is to construe the later enactment in a manner that preserves the continued operation of the earlier forum legislation in fields not occupied by the subsequent statute, while simultaneously giving full and meaningful effect to the specialised remedies, overriding provision and jurisdictional bar incorporated in Sections 21, 38 and 42, wherever the dispute pertains to premises and tenancy relationships governed by the Act, 2021, particularly in cases where the existence of the landlord-tenant relationship is admitted or otherwise capable of being established.

68. The mere fact that the U.P. Civil Laws Amendment Act, 1972 received Presidential assent does not elevate the forum provisions preserved or introduced thereunder to an immutable constitutional status. Presidential assent under Article 254 of the Constitution operates to remove or save repugnancy in relation to an existing Central enactment operating within the Concurrent field; it does not freeze the earlier statutory framework or forum structure in perpetuity so as to denude the competent State Legislature of authority to enact a subsequent law occupying the same legislative field. Consequently, where a later enactment creates a specialised adjudicatory mechanism, incorporates an overriding clause and manifests a clear legislative intention to confer exclusive jurisdiction in respect of a defined class of disputes, full effect must ordinarily be given to the later legislative scheme to the extent of any inconsistency between the two enactments.

69. The distinction noticed in **Canara Bank** is of considerable interpretative significance. It demonstrates that the Legislature did not intend non-compliance with Section 4 to operate as a statutory dead end or to compel parties to revert, by default, to the older forum structure.

On the contrary, the statute itself treats non-submission of the prescribed information as a circumstance enabling invocation of the statutory remedy before the Rent Authority.

70. The analysis undertaken in **Canara Bank** demonstrates that non-compliance with Section 4 cannot be treated as resulting in a jurisdictional extinction of the authority of the Rent Authority in cases where the existence of the landlord-tenant relationship is admitted or otherwise established. Rather, the decision clarifies that the legislature, despite emphasising formalisation of tenancy arrangements, deliberately refrained from providing that failure to execute or furnish a written tenancy agreement would altogether deprive parties of remedies under the Act. The statutory consequence contemplated under Section 4(7) instead indicates continued adjudicatory competence of the Rent Authority even in situations of procedural default.

71. Viewed in this manner, the aforesaid decisions are capable of being harmoniously understood as recognising that while the Act, 2021 strongly encourages written tenancy arrangements and disclosure of prescribed particulars, the absence of such compliance does not, by itself, oust the jurisdiction of the specialised forum in matters where the tenancy relationship itself is not in serious dispute.

72. The submission advanced on behalf of the petitioners-tenants that the jurisdictional issue arising in the present petition deserves reference to a Larger Bench on the ground of an asserted conflict between the decisions in **Amit Gupta** and **Raman Arora** on the one hand, and **Amarjeet Singh** and **Canara Bank** on the other, does not commend acceptance. A reference to a Larger Bench is not to be made as a matter of course merely because multiple coordinate Bench decisions are cited; such reference is warranted only where there exists a real and irreconcilable conflict on a material question of law which cannot be resolved by settled principles of precedent and interpretation.

73. Judicial discipline requires the Court, in the first instance, to undertake a genuine exercise to reconcile apparently divergent decisions

and to ascertain whether the perceived inconsistency relates to the *ratio decidendi* or merely arises from differences in factual context, statutory setting, or the extent of observations made. Where earlier decisions can stand together by confining each to its appropriate field of operation, the Court must adopt that course rather than multiply references where the law is, in substance, capable of coherent application.

74. The perceived inconsistency between precedents does not invariably arise from any divergence in the governing principles of law; more often, it is attributable to differences in the factual matrices to which those principles were applied. It is well settled that the binding force of a decision lies in its *ratio decidendi*, namely, the principle of law emerging from the application of the legal rule to the facts actually determined, and not in every incidental observation or in the ultimate conclusion reached on superficially similar facts. Even a single distinguishing circumstance may materially alter the legal outcome notwithstanding an apparent similarity in the issues involved. This principle was authoritatively stated in **Regional Manager v. Pawan Kumar Dubey**,⁹ where it was observed that apparent conflict between decisions often disappears once their respective ratios are properly ascertained. The classic formulation in **Quinn v. Leathem**¹⁰ likewise affirms that a case is an authority only for what it actually decides, and not for what may logically or incidentally follow from it. Precedents must, therefore, be applied with due regard to the factual and statutory context in which the governing principle was laid down, and not by a mechanical comparison of conclusions.

75. Tested on the aforesaid principle, this Court finds that no such irreconcilable conflict exists. The line of decisions represented by **Amit Gupta** and **Raman Arora** principally addressed the maintainability of proceedings before the civil court or the Court of Small Causes in relation to unwritten or oral tenancies, and, in that context, held that such proceedings are not rendered non-maintainable merely upon enforcement of the Act, 2021. On the other hand, **Amarjeet Singh** and,

⁹ (1976) 3 SCC 334

¹⁰ [1901] A.C. 495

more pointedly, **Canara Bank** considered the converse issue, namely, whether the Rent Authority is denuded of jurisdiction to entertain eviction proceedings merely because no written tenancy agreement has been executed or its particulars have not been furnished.

76. Thus, the two lines of authority operate in distinct though cognate fields. The former concerns the survival and maintainability of proceedings before the ordinary Civil or Small Causes Court under a transitional or parallel statutory framework, whereas the latter concerns the scope of jurisdiction of the Rent Authority under the Uttar Pradesh Act No. 16 of 2021. Once this distinction is appreciated, the apparent conflict substantially dissolves, as the decisions do not lay down irreconcilable propositions on the same legal issue but address different facets of the statutory scheme.

77. The decision in **Canara Bank** furnishes the necessary doctrinal bridge between **Amit Gupta** and **Amarjeet Singh** by demonstrating, from the statutory text itself, that the Act, 2021 contemplates enforceable rights and adjudicatory remedies even in situations where the tenancy arrangement has not been reduced into writing and the prescribed particulars have not been furnished before the Rent Authority. The decision thus reinforces the principle that procedural non-compliance under Section 4 cannot, by itself, be construed as extinguishing the jurisdiction of the specialised forum created under the enactment.

78. This conclusion is reinforced by the legislative contrast noticed in **Canara Bank** between the U.P. enactment and the Model Tenancy framework, wherein the latter expressly provides disabling consequences, whereas the former consciously omits such stipulation. Where the Legislature, despite being aware of a statutory model, has chosen not to incorporate a disabling consequence, such omission cannot be supplied by judicial interpretation. Viewed thus, **Canara Bank** does not depart from **Amit Gupta** or **Raman Arora**, but clarifies the jurisdictional position within a distinct statutory inquiry.

79. It is well settled that the principle of harmonious construction governs not only statutory interpretation but also the approach to apparently divergent judicial precedents. Where the underlying ratios can be reconciled by reference to their statutory context, factual foundation, or the distinction between binding ratio and general observation, a reference to a Larger Bench is not warranted. Such reference is justified only where reconciliation is impossible, and not where the law merely requires contextual alignment.

80. The circumstances warranting reference are, therefore, clearly absent. First, the perceived divergence does not arise from conflicting ratio on the same legal issue but from differing statutory and factual contexts. Secondly, no issue of fact necessitates reconsideration. Thirdly, the position of law, particularly after **Canara Bank**, is sufficiently clear that the Rent Authority is not divested of jurisdiction merely because the tenancy is oral or unrecorded. Fourthly, broader observations in earlier decisions must be confined to the issues actually decided therein.

81. In view of the above, this Court is of the considered opinion that the matter does not warrant reference to a Larger Bench. The apparent divergence in the authorities cited is capable of reconciliation on settled principles of precedent, contextual reading, and harmonious construction. **Canara Bank** provides a coherent exposition of the statutory scheme by clarifying that absence of a written tenancy agreement or non-furnishing of particulars does not, by itself, operate as a bar to the jurisdiction of the Rent Authority, and this position can coexist with the earlier decisions when each is confined to its proper sphere.

82. Having thus held that no reference to a Larger Bench is warranted, and having considered the rival submissions, the statutory framework, and the precedents governing the field, this Court now proceeds to examine the objection founded on the absence of a written tenancy agreement in the light of the relevant provisions of the Act, 2021 and to determine the issues arising for consideration.

Analysis

83. The foremost principle that must guide the interpretative exercise is that the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 is a special and self-contained enactment designed to regulate urban tenancy relationships within the State through a specialised adjudicatory structure comprising the Rent Authority and the Rent Tribunal.

84. The statute does not merely create substantive rights and obligations between landlords and tenants; it simultaneously establishes a complete procedural and remedial framework, including a designated forum of adjudication, summary procedure, appellate mechanism, execution process and a carefully structured scheme of finality. The legislative intent underlying such an enactment is plainly to provide an effective and expeditious mechanism for resolution of tenancy disputes within the statutory framework itself.

85. Consequently, the provisions of the Act cannot be construed in a manner that renders its principal remedial machinery ineffective in relation to the very class of disputes which the legislation was principally enacted to govern. An interpretation that excludes a substantial body of existing urban tenancies from the jurisdiction of the Rent Authority solely on account of absence of formal written documentation would substantially undermine the efficacy of the statutory scheme and defeat the broader legislative purpose underlying the enactment.

86. Ultimately, the Act, 2021 must receive a construction that advances its remedial object and avoids an interpretation that results in denial of remedy in a class of disputes which the statute otherwise seeks to regulate. A construction that makes the jurisdiction of the Rent Authority contingent solely upon procedural compliance by parties who themselves may be in default would run contrary to the legislative intent and materially impair the efficacy of the statutory framework.

87. The need to adopt a coherent and workable construction assumes added significance in view of the divergent approaches being taken by subordinate courts and statutory authorities on the scope and interrelation of Sections 4 and 38 of the Act, 2021. It has, therefore, become necessary to clarify the legal position so that the statute is applied with consistency and litigants are not driven from one forum to another on the basis of differing interpretations. Precedential clarity is of particular importance in rent matters, where the forum, remedy and consequences of default directly affect the rights of both landlord and tenant, and where uncertainty at the trial stage is liable to generate recurring jurisdictional objections, procedural delay and avoidable multiplicity of proceedings.

88. The Court must equally remain guided by the settled principle of harmonious construction. Where two interpretations are reasonably possible, the Court ought to adopt that construction which reconciles the statutory provisions and advances the legislative object rather than one which produces inconsistency or conflict between them. Courts ought not to read conflicts where none truly exist, nor readily infer inconsistency or repugnancy where the statutory provisions can be read together and allowed to operate coherently. Sections 4, 9, 21, 38 and 42 of the Act, 2021 admit of such harmonious construction. A construction which preserves the efficacy of the specialised forum, gives full effect to the remedial framework created by the statute, and avoids unsettling a substantial body of pending and future tenancy disputes must, therefore, be preferred.

Nature of Section 4

89. Section 4 occupies a pivotal position within the legislative framework of the Act, 2021; yet, it cannot be construed in isolation or divorced from the larger statutory scheme embodied in Sections 21, 38 and 42 of the Act. The enactment contemplates not merely situations of ideal compliance through formally executed written tenancy agreements, but also situations in which the parties, despite the statutory mandate,

fail to execute or furnish such agreements before the Rent Authority. In such cases, the legislative response is not the collapse of the statutory mechanism or the exclusion of jurisdiction, but the continued operation of the specialised fora created under the Act itself.

90. The statutory scheme indicates that the requirement of a written tenancy agreement is intended to advance certainty, transparency, disclosure and evidentiary discipline in urban tenancy relations. At the same time, the adjudicatory framework established by the Act is designed to ensure that disputes arising out of landlord-tenant relationships are not rendered remediless merely because the parties have failed to conform to the prescribed formal structure. A contrary interpretation would permit the substantive remedial framework of the statute to be defeated by procedural non-compliance and would revive the very uncertainty, multiplicity of proceedings and forum-related confusion which the legislation sought to remove.

91. Section 4 must, therefore, be understood as assuming an enabling, regulatory and evidentiary character. Its object is to encourage disclosure, documentary certainty and administrative supervision, and not to nullify the statutory remedies available to either landlord or tenant in the event of dispute. The Act does not indicate that failure to comply with the formal requirements under Section 4 results in forfeiture of rights or extinction of jurisdiction. On the contrary, the structure of the enactment suggests that such non-compliance may attract evidentiary or procedural consequences, but not the drastic consequence of ousting the jurisdiction of the specialised authority.

92. Although Section 4 employs the expression “shall”, the statute does not prescribe any consequence divesting the landlord of the right to seek eviction merely because the prescribed particulars were not furnished before the Rent Authority. A construction which elevates prior intimation into a jurisdictional precondition for the maintainability of proceedings under the Act would substantially frustrate the object and operation of the enactment itself. It is a settled principle of interpretation

that procedural prescriptions intended to facilitate justice are not ordinarily construed so as to destroy substantive rights unless the statute clearly commands such a result.

93. Section 4, therefore, cannot be read as a disabling provision intended to defeat the jurisdiction of the statutory forum. Its evident purpose is to formalise tenancy relationships, minimise disputes concerning the terms of tenancy, and introduce documentary certainty through submission of prescribed information and allotment of a unique identification number. The provision is thus regulatory and evidentiary in character, intended to strengthen transparency and institutional record-keeping within the statutory regime, and not to transform procedural default into a jurisdictional bar.

94. Section 4(7) is particularly significant in this regard. While it provides that information furnished before the Rent Authority shall constitute conclusive proof regarding facts relating to tenancy and connected matters, the absence of such information does not result in annihilation of the tenancy relationship nor extinguishment of the landlord's statutory remedy. On the contrary, the structure of the enactment suggests that non-submission of the prescribed information may itself furnish a ground enabling the landlord to invoke the eviction mechanism under the Act. The provision, therefore, reinforces the conclusion that procedural default under Section 4 does not operate as a jurisdictional bar to proceedings before the Rent Authority.

Proof of Tenancy and Existence of Tenancy

95. The evidentiary function of Section 4 also necessitates a distinction between proof of tenancy and the existence of tenancy itself. Section 4 provides a statutory mechanism for formal proof, disclosure and institutional record of tenancy arrangements, and information furnished thereunder carries evidentiary value within the scheme of the Act. However, the absence of such formal compliance does not *ipso facto* extinguish the underlying landlord-tenant relationship where its

existence is otherwise admitted or is capable of being established from the material on record.

96. In cases where the relationship of landlord and tenant is admitted and undisputed, the principal evidentiary object underlying Section 4 stands substantially satisfied by such admission itself. To insist, in every case, upon prior submission of particulars in the First Schedule as an inflexible condition precedent to the jurisdiction of the Rent Authority would amount to elevating procedural form over substantive rights and remedies, a consequence not borne out by the language, structure or purpose of the enactment. Properly construed, Section 4 regulates the mode of formalisation and proof of tenancy; it does not determine the very existence of the *jural* relationship itself in cases where that relationship is otherwise admitted or established.

97. This distinction assumes particular importance in applying the Act to pre-existing or unwritten tenancies. The statutory requirement of reduction into writing serves the object of certainty and orderly administration; but the absence of such formalisation cannot, in itself, efface an otherwise admitted tenancy relationship or place the dispute beyond the regulatory field of the Act. To hold otherwise would be to confuse the statutory mode of evidencing tenancy with the legal existence of tenancy, and thereby to attribute to Section 4 a disabling consequence which the Legislature has nowhere chosen to impose.

Construction of Section 38(2)

98. It is in the aforesaid backdrop that Section 38(2) falls to be construed. To read that provision as wholly excluding the jurisdiction of the Rent Authority whenever no written tenancy agreement exists would substantially defeat the scheme of the Act itself. Such an interpretation would render Section 4(3)(b) largely unworkable, notwithstanding that the provision expressly contemplates pre-existing oral or unwritten tenancies and requires such arrangements to be reduced into writing. It would equally render otiose the first proviso to Section 4(3) and Section 4(7), both of which are predicated upon failure to arrive at agreement or

failure to submit particulars before the Rent Authority. An interpretation that reduces these provisions to futility or redundancy cannot be accepted.

99. Indeed, any construction suggesting that the Act provides no adjudicatory remedy in relation to unwritten tenancies would run directly contrary to the evident remedial and regulatory purpose underlying the enactment. Courts ordinarily avoid interpretations that create rights without remedies, obligations without enforceability, or statutory fora without effective jurisdiction. A construction that excludes a substantial category of existing urban tenancies from the operation of the Act merely because the parties failed to formalise the arrangement in writing would revive the very uncertainty and multiplicity of proceedings which the legislation sought to remedy.

100. Equally significant is the consequence that would ensue if the tenant's objection were accepted. If absence of a written tenancy agreement were to oust the jurisdiction of the Rent Authority, while Section 38 simultaneously excludes the jurisdiction of civil courts, the result would be a legal vacuum whereby an admitted tenancy dispute would be left without any effective forum. Such a construction would defeat the object of the Act, 2021 and produce consequences which the Court must avoid when a coherent alternative interpretation is available.

101. Properly construed, Section 38(2) is intended to confine the jurisdiction of the Rent Authority to disputes arising out of landlord-tenant relationships governed by the Act and to exclude adjudication of complicated questions of title and ownership more appropriately triable before ordinary civil courts. The reference to tenancy agreements submitted before the authority indicates that information furnished in the prescribed manner ordinarily constitutes the basis for streamlined and summary adjudication under the statutory scheme. However, the provision cannot be interpreted to mean that an admitted or otherwise established landlord-tenant relationship ceases to fall within the ambit of

the Act merely because the parties defaulted in complying with the procedural requirements of Section 4.

102. The expression concerning tenancy agreements submitted to the authority cannot be read divorced from Section 4(3)(b) and Section 4(7), for the statute itself expressly envisages situations where no written agreement was executed or where the prescribed particulars were not furnished. Section 38(2), therefore, does not operate to exclude oral or unwritten tenancies altogether from the statutory framework, nor does it mandate that every such dispute must necessarily be relegated to the Court of Small Causes. To accept such a construction would not only render certain provisions of Section 4 substantially otiose, but would also undermine the legislative intention of creating a specialised and self-contained adjudicatory mechanism for regulation of urban tenancy disputes under the Act, 2021.

103. Accordingly, the correct interpretative approach is to read Section 4 and Section 38(2) harmoniously, so that the formal requirements of the statute are given due effect without permitting procedural non-compliance to destroy the remedial framework established by the Legislature. So understood, the Act continues to operate as a workable and effective code regulating tenancy relations through specialised fora, while preserving the distinction between proof of tenancy, existence of tenancy, and the jurisdictional limits of the Rent Authority.

Legislative Purpose

104. The aforesaid interpretation also accords with the broader legislative purpose underlying the enactment. The Act, 2021 was introduced with the object of replacing the earlier regime by establishing a more, efficient and specialised mechanism for adjudication of disputes relating to urban tenancies. The statute seeks to regulate landlord-tenant relationships through a comprehensive framework emphasising transparency, certainty and expeditious resolution of disputes before specialised fora.

105. If cases involving admitted or otherwise established tenancies are nevertheless driven outside the statutory framework merely because the parties failed to comply with the procedural requirements of Section 4, the consequence would be anomalous. The greater the non-compliance with the statutory mandate, the stronger would become the argument for excluding applicability of the Act itself. Such a construction would effectively permit parties to defeat the operation of the statute by relying upon their own default and would undermine the efficacy of the specialised adjudicatory mechanism created by the Legislature.

106. The Court must, therefore, avoid an interpretation that rewards procedural non-compliance and frustrates the legislative object underlying the enactment. The statute was intended to bring informal and unstructured urban tenancy arrangements within a regulated legal framework, not to render the statutory remedies unavailable precisely in relation to the class of tenancies that historically existed without formal written documentation.

Reconciliation of the Earlier Decisions

107. The observations in **Amit Gupta** must be understood in the factual and legal context in which that decision was rendered. The principal controversy there concerned the survival of pending proceedings before the Court of Small Causes and the extent to which the Act, 2021 affected the earlier forum structure preserved under the U.P. Civil Laws Amendment Act, 1972. The decision cannot be construed as laying down an inflexible proposition that every unwritten tenancy necessarily falls outside the ambit of the Act, 2021, irrespective of the nature of the dispute or the admitted existence of the landlord-tenant relationship.

108. Similarly, **Raman Arora**, while emphasising the continued relevance of the earlier forum structure and cautioning against casual departure from precedent, arose in the context of reconciling the new enactment with the jurisdiction historically exercised by the Court of Small Causes. The decision underscores the need for doctrinal

consistency, but does not conclusively hold that the Rent Authority is divested of jurisdiction in every case where the tenancy arrangement has not been reduced into writing.

109. On the other hand, **Vishal Rastogi** recognised that a tenancy arrangement may be oral as well as written and held that absence of formal documentation does not, by itself, exclude the applicability of the Act, 2021. **Amarjeet Singh** directly addressed the question whether furnishing of information under Section 4 constitutes a condition precedent to maintainability of proceedings under Section 21(2), and answered the issue in the negative where the tenancy relationship is admitted. The reasoning subsequently elaborated in **Canara Bank**, particularly with reference to Section 4(7) and the conscious legislative departure from the Model Tenancy Act, further clarifies that procedural non-compliance under Section 4 was not intended to result in extinction of the statutory remedy or ouster of the jurisdiction of the Rent Authority.

110. Read harmoniously, the aforesaid decisions support the conclusion that while the Act strongly encourages formalisation and disclosure of tenancy arrangements, the absence of a written tenancy agreement does not, by itself, place an admitted landlord-tenant dispute outside the adjudicatory framework created under the Act, 2021.

Harmonious Principle

111. The statutory scheme, when harmoniously construed, leads to the conclusion that where the premises are covered by Section 1(3), are not excluded from the operation of the statute, and the existence of the landlord-tenant relationship is admitted or otherwise undisputed, the provisions of the Act, 2021 would apply notwithstanding the absence of a written tenancy agreement or non-submission of the prescribed particulars before the Rent Authority. In such cases, disputes relating to eviction, arrears of rent, revision of rent and allied reliefs are required to be pursued before the specialised forum constituted under the Act, and

the jurisdiction of the ordinary civil court, including the Court of Small Causes, would stand excluded by virtue of Section 38(1).

112. Conversely, where the dispute substantially involves questions of title or ownership, or where the premises fall outside the territorial, subject-matter or statutory ambit of the Act, including cases expressly excluded from its operation, the bar contained in Section 38 would not operate so as to exclude recourse to the ordinary civil forum. Such a construction preserves the legitimate scope and content of Section 38(2) without permitting the provision to defeat or consume the broader statutory framework itself.

113. The Court is, therefore, of the considered opinion that the Act, 2021 maintains a clear distinction between non-compliance with regulatory formalities and the substantive applicability of the statutory regime. Failure to execute or furnish a written tenancy agreement may entail statutory consequences, evidentiary limitations, or procedural complications, but it does not, in cases of admitted or otherwise established tenancy, operate to oust the jurisdiction of the Rent Authority to entertain proceedings otherwise maintainable under the Act.

114. The Court is, therefore, of the considered opinion that the Act, 2021 draws a clear and categorical distinction between non-compliance with regulatory formalities and absence of jurisdiction. Failure to execute or furnish a written tenancy agreement may attract such statutory consequences as the Act itself contemplates and may, in an appropriate case, bear upon proof or procedure; it does not, however, in a case of admitted or otherwise established tenancy, operate to denude the Rent Authority of jurisdiction to entertain proceedings otherwise maintainable under the Act. Any other construction would not merely elevate form over substance; it would impermissibly enable a party to derive advantage from its own default and would frustrate the very remedial scheme which the Legislature has enacted.

Conclusions

115. Upon consideration of the submissions advanced, the statutory framework, and the material placed on record, this Court finds the challenge raised by the petitioners to be untenable. The Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 does not exclude oral, month-to-month, or otherwise unwritten tenancies from its statutory ambit merely because such arrangements were not reduced into writing or because the prescribed particulars were not furnished before the Rent Authority. Where the relationship of landlord and tenant is admitted or otherwise established, and the dispute falls within the field occupied by the statute, proceedings before the Rent Authority remain maintainable notwithstanding the absence of a written tenancy agreement.

116. Sections 4(1) and 4(3)(b) are mandatory regulatory provisions intended to formalise, record and bring certainty to tenancy arrangements through written documentation and disclosure of particulars before the statutory authority. Section 4(7), in turn, contemplates the consequence of non-furnishing of such information and leaves no manner of doubt that the Legislature did not intend procedural non-compliance to result in wholesale exclusion from the operation of the Act. These provisions cannot, therefore, be construed as creating a blanket exclusion from the statutory framework, nor as rendering proceedings before the Rent Authority inherently non-maintainable in every case of non-compliance, nor as otherwise creating a jurisdictional bar against recourse to the specialised forum constituted under the enactment.

117. Section 38(2), properly construed, excludes adjudication of disputes relating to title and ownership and confines the jurisdiction of the Rent Authority to landlord-tenant disputes entrusted to it under the statute. It does not require ordinary tenancy disputes to be relegated to the Court of Small Causes merely because the tenancy arrangement is oral, month-to-month or unwritten, or because the prescribed particulars

were not submitted in the manner contemplated under Section 4 of the Act.

118. This Court is of the considered opinion that absence of a written tenancy agreement, by itself, does not denude the Rent Authority of jurisdiction under the Uttar Pradesh Regulation of Urban Premises Tenancy Act, 2021 where the tenancy relationship is admitted or otherwise established in accordance with law. The objections raised by the petitioners on the ground of maintainability, therefore, do not merit acceptance.

119. It is, however, clarified that the observations made hereinabove shall not be construed as diluting the statutory mandate embodied in Section 4 of the Act, nor as creating any disincentive for execution and intimation of written tenancy agreements in the manner contemplated therein.

Decision

120. For the foregoing reasons, this Court holds that the Rent Authority possessed jurisdiction to entertain the proceedings in both petitions, and the Rent Tribunal committed no error in affirming that view. No jurisdictional infirmity, patent illegality, or perversity has been demonstrated so as to warrant interference by this Court in exercise of its supervisory jurisdiction under Article 227 of the Constitution of India.

121. Accordingly, both petitions are **dismissed**. The impugned orders dated 14.08.2025 and 19.01.2026 in the first petition, and the orders dated 16.09.2025 and 08.01.2026 in the connected petition, are affirmed. No order as to costs.

(Dr. Yogendra Kumar Srivastava, J.)

May 19, 2026
RKK/-