

CHHATTISGARH RENT CONTROL ACT, 2011

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 Appeal. Repeal and Savings. ßSS 560 (14) Sh6rt title, extent and Commence• ment. Definitions. 6 2012
 CHHATTISGARH ACT (No. 19 of 2012) THE CHHATTISGARH RENT CONTROL ACT, 2011 An
 Act to provide for adjudication of matters relating to rent by a Tribunal and to promote leasing of
 accommodation by balancing the interests of landlords and tenants. Be it enacted by the Chhattisgarh
 Legislature in the Sixty-second year of the Republic of India, as follows :— (1) (2) (3) This Act may be
 called the Chhattisgarh Rent Control Act

**2011. It shall extent in first instance to such of the Municipal areas which are comprising the Distict
 Headquarters in the State and later on to such of the other Municipal areas or any areas within the
 state as the State Government may, by Notification in the Official Gazette, specify from time to
 time.It shall come into force from the date of its publication in the Official Gazette**

2. In this Act, unless the context otherwise requires,— (1) (2) (3) (4) (5) (6) (7) (8) (9) "Accommodation" means any building or part of a building. whether includes open space, staircase, grounds, garden, garage and all facilities and amenities



forming part of the agreement between them of any land which is not being used for agricultural purposes:

"Agreement" means the written agreement executed by the landlord and the tenant as required under this

Act; "District" means the district as construed in Chhattisgarh Land Revenue Code, 1959; "Habitual

Detriukter" means a tenant who fails in a period of 12 months on the due date in accordance with the agreement; "Landlord" means a person who for the time being is receiving or is entitled to receive, the rent of any accommodation, whether on his own account or on account of or on behalf of or for the benefit of any other person or as a trustee, guardian or receiver for any other person or who would so receive the rent or to be entitled to receive the rent, if the accommodations were let to a tenant; "Municipal area" means the

Municipal area or Nagar panchayat area as defined under Chhattisgarh Municipal Corporation Act, 1956

(No. 23 of 1956) or Chhattisgarh Municipalities Act, 1961 (No. 37 of 1961), as the case may

"Notification" refers to the relevant notification of the Government as published in the Official Gazette;

"Old Act" means the Chhattisgarh Accommodation Control Act, 1961 (No. XLI of 1961) with all amending acts; "Rent" means the consideration for the tenant's accommodation; (10) (11) (12) (13) (14) 6 2012 "Rent

Controller" means the official so appointed under sub-section (I) of Section 7 of the Act; "Rent Control Tribunal" means the body constituted under Section 6 (I) of the Act; "Repealed Act" refers to Chhattisgarh Accommodation Control Act, 1961 (No. XLI of 1961) with all amending acts up to the date of selective

repeal vide Section 10(1) of this Act; "Social Nuisance" means a tenant who frequently uses the

accommodation to commit any or all of the acts listed in serial No. IO of the Schedule 4; "Tenant"

means— the person by whom or on whose account or behalf rent is, or but for, a contract express or implied, would be payable for any accommodation to his landlord including the person who is continuing its possession after the termination of his tenancy Otherwise than by an order or decree for eueuon passed under the provisions of this Act; and in the event of death of the person referred to in sub-clause (i)— (a) (b) in case Of accommodation let out for residential purposes, his 'surviving spouse, son, daughter, mother and father who had been ordinarily residing with him i' suei' av- commodation as member of his family up to his death; in case of accommodation let out for commercial or business purposes. his surviving spouse,

son, daughter, mother and father who had been ordinarily carrying on business with him in such

accommodation as member Of his family up to his death. 3

4. Nothing in this Act shall apply to.— (1) (2) Any accommodation belonging to or owned by any department of Government and/or Board and/or Corporation promoted by and/or owned by the Government. Any other building and/or category of building(s) specifically exempted in public interest by the Government through notification. Notwithstanding anything contained in Section 107 of the Transfer of Property Act, 1882 (Central Act 4 of 1882), no person shall, after the commencement of this Act, let or take on rent any accommodation except by an agreement in writing. Where, in relation to a tenancy created before the commencement of this 560 (15) Exemptions. Tenancy Agreement. Act,— (a) (b) an agreement in writing was already entered into shall be filed before the rent Controller. no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy and file the same before the Rent Controller; Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b) such landlord and the tenant shall separately file the particulars about such tenancy. 560 (16) Rent to be as agreed. Constitution Of the Rent Control Establishment of Rent Controller. Powers and functions of Rent Control Tribunal. 5. 6. 7. 8. (3) (1) (2) (1) (2) (3) (4) (5) (1) (2) (1) 6 2012 Every agreement referred to in sub-section (1) or required to be executed under sub-section (2) shall be in such format and in such manner and within such period as may be prescribed. The rent payable for any accommodation shall, subject to other provisions of this Act, be such as may be agreed upon between the landlord and the tenant and it shall not include the charges payable for amenities which may be agreed upon separately; and shall be payable accordingly. Unless agreed otherwise every tenant shall pay the rent by the fifteenth day of the month next following the month for which the rent is payable. The State Government shall by notification constitute, within thirty days of this Act, a Tribunal in terms of Article 323-B of the Constitution, to be called as Chhattisgarh Rent Control Tribunal, to give effect to the provisions of this Act, and for the adjudication or trial of any disputes, complaints, or offences with respect to rent, its regulation and control and tenancy issues including rights, title and obligations of landlords and tenants. Explanation— Matters relating to transfer of property and/or disputes regarding title over any property shall continue to be considered under relevant laws by the courts of law. The State Government in consultation with the High Court shall appoint the Chairman of the Rent Control Tribunal. District Judge shall be eligible to be appointed as Chairman of the Rent Control Tribunal. The Tribunal shall have such other members as the State Government may decide from time to time, but not less than three members including the Chairman, at any time. An officer not below the rank of Deputy Secretary to the State Government shall be Member-Secretary of the Tribunal. From the date, the Tribunal becomes functional, which date shall be published in the State Gazette, the jurisdiction of all courts, except the jurisdiction of the Supreme Court under Article 136 of the Constitution, shall stand excluded in respect of all matters falling within the jurisdiction of the Tribunal: Provided, however, that all cases pending before any court or authority immediately before the establishment of the Tribunal, shall continue to be processed under the old Act, as amended from time to time. For every district, the State Government shall appoint one or more officers not below the rank of a Deputy Collector, as Rent Controller with territorial jurisdiction as to be specified by the District Collector. Rent Controller shall be subordinate to the Rent Control Tribunal. The Rent Control Tribunal, shall have such powers as the Government may by notification vest in it, which shall include the following :— (a) (b) Enabling and ensuring the active existence of Rent Controller(s) at all times for due fulfilment of the purposes of this Act. Functioning as appellate authority, to consider applications of all person(s) aggrieved by any order of the Rent Controller. Explanation—The Rent Control Tribunal shall exercise such powers as was exercised by the High Court in adjudicating matters under the repealed Act. (2) 6 2012 The Rent Control Tribunal shall have powers to punish for contempt of its authority, as if it were a High Court. 9. 10. 11. (1) (2) (1) (2) (3) The Rent Controller shall exercise such powers, perform such functions and discharge such responsibilities within its territorial jurisdiction, as the Government may by notification vest in him, which shall include the following :— (a) (b) (c) Reconciling dispute(s) between landlord and tenant. Securing the rights of landlords and tenants as available to them under this Act. Enforcing the obligations' enjoyed upon landlords and tenants under this Act. All proceedings before the Rent Controller shall ordinarily conclude within six months from the date of first appearance of the Respondent in response to the summons issued for his appearance in the case or from the date on which the respondent is set ex-parte. The Rent Controller and the Rent Control Tribunal shall not be bound by the procedure laid down by the Code of Civil

Procedure, 1908 (Central Act 5 Of 1908), but shall be guided by the principle of natural justice and subject to other provisions of this Act or the Rules made thereunder and shall have powers to regulate their own procedure. and for the purpose of discharging their functions under this Act they have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908 (Central Act 5 of 1908) while trying a suit or an appeal in respect of following matters, namely 560 (17) Powers and functions Of Rent Controller. Procedure to be followed by Rent Controller(s) and Rent Control Tribunal. (a) (b) (c) (d) (f) (h) summoning and enforcing the attendance of any person and examining him on oath; requiring the discovery and production of documents; reviewing its decision; issuing commissions for the examination of witnesses or documents; dismissing petition for default or deciding it ex-parte; setting aside any order of dismissal of any petition for default or any order passed by it ex-parte; bringing legal representatives on record; and any other matter as may be prescribed. Rent Control Tribunal shall not grant any adjournment without written application and recording the reasons therefor in writing. Any proceeding before the Rent Control Tribunal or Rent Controller shall be deemed to be a judicial proceeding within the meaning of Sections 193 and 228 and for the purpose of Section 196 of the Indian Penal Code, 1860 (Central Act 45 of 1860) and the Rent Controller shall be deemed to be a Civil Court for the purposes of Section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974). The Rent Controller shall, on application of any party, execute, in the manner prescribed, a final order or any other order passed under this Act by Execution Order. the 560 (18) Rights Obligations Landlords Tenants. 6 2012 Adopting any one or more of the following modes, namely (a) (b) (c) (d) (e) (f) attachment and sale of the movable or immovable property of the opposite party; arrest and detention of the opposite party; attachment of any one or more bank accounts of the opposite party and satisfaction of the amount of order to be paid from such account; attachment of salary and allowance of a Government Servant or employee of any Nationalized Bank, Local Authority, Corporation, Government Company; appointing any advocate as Commissioner on such remuneration as may be fixed or deputing any officer of the Tribunal or local administration or local body for execution Of the order. delivery of possession of the premises to the applicant. and of and 12. (2) (3) (2) The Controller may, in order to execute the final order Or any other order passed under this Act require the help from the local administration or local body or the police. If the tenant does not vacate the premises within three months of the date of issue of certificate for recovery of the possession, he shall be liable. from the date of issue of certificate for recovery of possession pay mesne the rate of 2 times the rent in case of accommodations let out for residential purposes, at the rate of 3 times the rent in case of accommodations let out for commercial purposes and at the rate of 3 times the rent in case certificate for recovery of immediate possession has been issued. The Rent Controller shall conduct the execution proceedings in relation to a final order or any other order passed under this Act in summary manner and dispose of the application for execution made under this section within forty five days from the date of service of notice on opposite party. Explanation— Filing of an appeal or Other proceeding against the order of issue of certificate for recovery of possession or immediate possession will not save the tenant from his liability to pay mesne profits, at the rates specified under sub-section (3), unless specifically ordered otherwise by the Appellate Rent Controller or the court before which such an order is under challenge and if the order issue of recovery certificate is finally maintained, the tenant shall be liable to pay mesne profits at the specified under sub-section (3) from the date on which recovery certificate was initially issued. Every tenant shall have rights according to Schedule I. The Tribunal and Rent Controller(s) shall act at all times to secure to the tenant these rights. Every landlord shall have rights according to Schedule 2. The Tribunal and Rent Controller shall act at all times to secure to the landlord these rights: Provided that— (a) (b) In case of any clash of interests of the landlord and the tenant, and/or any point of doubt in respect of matters relating to rent, the benefit thereof shall be granted to the tenant. In case of any clash of interests of the landlord and the tenant, and/or any point of doubt in respect of matters relating to returning possession of accommodation to the tenant, benefit thereof shall be granted to the landlord. 13. 14. (3) (4) (5) (6) (7) (8) (1) (2) (1) (2) 6 2012 Every landlord shall have obligations according to Schedule 3. The Tribunal and Rent Controller(s) shall act at all times to enforce upon the landlord these Obligations. Every tenant shall have obligations according to Schedule 4. The Tribunal and Rent Controller(s) shall act at all times to enforce upon the tenant these obligations. Any willful attempt or act by the landlord to undermine or deny to the tenant the rights available to him in terms of Schedule I shall constitute an offence under this Act, punishable with fine not exceeding Rs. 5000 or simple im-

prisonment for a period not exceeding three months or both. Any willful attempt or act by the tenant to undermine or deny to the landlord the rights available to him in terms of Schedule 2 shall constitute an offence under this Act, punishable with fine not exceeding Rs. 5,000 or simple imprisonment for a period not exceeding three months or both. Any by the landlord 'o neglect for unsubstantial and/or insufficient reasons the obligations enjoined upon him in terms of Schedule 3 shall constitute an offence under this Act, punishable with fine not exceeding Rs. 5,000 or simple imprisonment for a period not exceeding three months or both. Any attempt by the tenant to neglect for unsubstantial and/or insufficient reasons the obligations enjoined upon him in terms of Schedule 4 shall constituted an offence under this Act, punishable with fine not exceeding Rs. 5.000 or simple imprisonment for a period not exceeding three months or both. Notwithstanding anything to the contrary contained in this Act, a landlord and/ or tenant aggrieved by any order of the Rent Controller shall have the right to appeal in the prescribed manner within the prescribed time to the Rent Control Tribunal. Appeal against an order of the Rent Control Tribunal shall lie with the Supreme Court. On this Act. becoming law, through notification in the Official Gazette, the Chhattisgarh Accommodation Control Act, 1961 (No. XLI of 1961) in its application to the State of Chhattisgarh is hereby repealed. The repeal under sub-section (I) shall not affect the previous operation of this enactment so repealed and anything done or action taken or deemed to have been done or taken (including any appointment or delegation made. notifica- tion, order, direction or notice issued, or rules made), by or under the provi- sions of the repealed enactment shall, so far as it is not inconsistent with provisions of this Act, be deemed to have been done or taken under the provi- sions of this Act and shall continue in force unless and until suspended by anything done or any action taken under this Act. 560 (19) Appeal. Repeal Savings. 560 (20) 2. 3. 4. 5. 8. 6 2012 SCHEDULE 1 [See Section 12(1) of the Act)

Tenant's Rights Available Under The Act Rights Right to receive, at the commencement of tenancy, a copy of the agreement. Right to receive receipt against payments made to the landlord, either by way of security deposit, rent, or any other. Right to receive accommodation in a good and tenantable state before occupation. Right to enjoy quiet possession of the accommodation, subject to regular payment of rent. and sub- ject to use of the accommodation for the purpose(s) for which it was leased. Provided—In the event of death or mental incapacitation of the tenant, his widow/wife shall auto- matically be deemed to be the tenant, subject to her endorsing, through a supplemental agreement, to take upon herself, the rights and obligations contained in the agreement executed by her husband. Right to all facilities and amenities

forming part of the accommodation, in a working and functional manner. Right to routine annual upkeep by landlord. If the landlord is liable for annual upkeep work done against reimbursement of actual expenses by the landlord, subject to such reimbursement not exceeding one month's rent after every block of eleven months of occupancy. Guarantee against any willful cutting off of essential supplies like water and electricity by the landlord or his agent(s). Security of tenancy, subject to non-impingement upon the rights of the landlords included in Schedule 2. 6 2012 SCHEDULE 2 See Section 12(2) of the Act Landlord's Rights

Available Under The Rights 560 (21) 2. 3. 4. 5. 6. 7. 8. 9. 10

11. Security of title over accommodation, irrespective of the period of the tenant's tenancy. Right to demand and receive security deposit for an amount not exceeding three months rent. Right to receive rent regularly on or before the due date, in the manner agreed to in the agreement. Right to receive annual increment in rent according to the Agreement, which rate shall not exceed 5% in cases where monthly rent is Rs. 2000/- or less; and in all other cases. Right to demand and receive amounts corresponding to any increase in the cost of utilities like electricity, water etc. enjoyed by the tenant. Right to inspect the accommodation during daytime, with prior appointment of the tenant, in the presence of the tenant or any male adult member of his family known to reside with him. Right to add and/or improve and/or expand accommodation and/or increase amenities. Provided, if the accommodation was done without concurrence of the tenant, the landlord shall not have right to enforce increased rent. Right to undertake routine annual upkeep of the accommodation at a time suitable to him, or, to allow to the tenant the option to do the routine annual upkeep of the accommodation against reimbursement of expenses, subject to such reimbursement not exceeding one month's rent. Right to make application to the Rent Controller seeking revision in rent and/or security deposit at any point of time on justifiable and substantial grounds. Right to apply to the Rent Controller seeking fair compensation from the tenant for damages caused to the accommodation, willfully, negligently, or otherwise attributable to the tenant. Right to seek from the Rent Controller eviction of the tenant on the following grounds: (a) (b) (c) (d) (e) (f) (g) (h) If the tenant is a habitual defaulter in payment of rent and/or other dues. If the tenant causes, or allows to be caused, substantial damage to the accommodation, for any reason whatsoever. If the tenant uses the accommodation for purpose(s) other than that for which it was leased out. If the tenant becomes a social nuisance. If the tenant is convicted under any section Of the Indian Penal Code. For carrying out major renovation work which is not possible with the tenant housed in. On 3 months notice to the tenant in writing, if the accommodation is required for own occupation and/or occupation by any member of the family including spouse, parent(s), son(s), daughter, daughter(s)-in-law On 6 months notice to the tenant in writing, without any obligation to assign any reason, but on the condition that the accommodation will not be leased out at a higher rent for at least 12 months thereafter. 560 (22) 12. that in case of the following special categories of landlords Provided, however, and/or their spouse desiring the accommodation back for own use: the period of notice shall be one month: current or retired government servants, widows, personnel Of the armed forces, persons coming to physical or mental handicap, and senior citizens (above the age of 65 years). Right to receive back the accommodation at the end of the tenancy in a shape and condition as good as it was at the start of tenancy, granting allowance for reasonable weathering and aging. 6 2012 SCHEDULE 3 I See Section 12(3) of the Act J Landlord's Obligations Under the Act Obligations 560 (23) 2. 3. 4. 6. 7. 8. 9. 10. 11. 12

13. To admit a tenant only after executing agreement, duly notarized, as required under (bis Act. To file Information on Form C before the local Police Station within 7 days of admitting the tenant. To give proper receipt to the tenant against all payments received. To allow the tenant quiet enjoyment of the accommodation and all rights included in Schedule I, so long as he fulfils his obligations set forth in Schedule 4. To keep the accommodation and premises in a state Of good and tenantable repair at all times. To dovetail the system for disposal Of domestic garbage to the system designed by the civic body and to explain the system clearly to the tenant at the start of tenancy. To undertake with reasonable promptitude all major structural repairs attributable to defects in construction and/or natural aging of the house. To Provide, wherever allowed by the State Electricity Board, a separate and exclusive meter to record the electricity consumed by the tenant. Never to willfully cut off essential supplies like water and electricity to the accommodation, or to cause such cut through another. Never to exercise right to enter accommodation for inspection, in the absence of the tenant or when only female member(s) of the family are present and are objecting to such entry. To undertake annual upkeep of the accommodation, or to allow the tenant to

do so by allowing him expenses on actual basis. subject to a maximum amount equal to one month's rent. Never to adopt or threaten to adopt extra-judicial methods for eviction to pressure the tenant to vacate the accommodation. To refund security deposit to the outgoing tenant before closure of tenancy. 560 (24) 2. 3. 4. 5. 6. 8. 9. IO. 6 2012 SCHEDULE 4 [See Section 12(4) of the Act J Tenant's Obligations Under the Act Obligations To acknowledge at all times the title Of the landlord over the accommodation, and to respect and honor without demur his rights as set forth in Schedule-2. To use the accommodation only for the purpose for which it was leased out to him Never to sub-let any portion of the accommodation, with or without monetary considerations, formally or informally, with or without the permission of the landlord. TO protect and safeguard the accommodation, and all electrical, sanitary and Other fixtures forming part of the accommodation. TO attend to the minor. recurring replacements and repairs as may be necessary from time to time, without expecting reimbursement from the landlord. To keep the accommodation in a clean and hygienic state, and not to cause air, water and/or noise pollution in or around the accommodation, in a manner that hurts peaceful coexistence. TO dispose of garbage in accordance With the system designed by the municipality. and in no case to litter it outside the accommodation and/or on to the road or Other public place. TO pay the Security deposit. rent and other dues fully and regularly in the manner settled with the landlord. TO compensate the landlord for any damage caused to the accommodation, willfully or otherwise. except for natural aging and/or weathering. Never to become a social nuisance during currency of the tenancy. Explanation— 'Social nuisance' means doing or causing to be done any of all of the following acts: drunken brawls, wife-bashing, prostitution, habitual late-night noisy socializing and/or otherwise creation of abnormal noise construed by the neighbourhood as disturbance, spitting in common facilities like staircase, storage of any hazardous stuff, storage of any stuff with offensive odor that fouls up the surrounding, or that abnormally invites pests, littering Of garbage and/or letting loose waste water, spoiling the environment by doing or promoting improper defecation, and/or any act that has a bad and damaging social effect on the immediate neighbourhood. #5272 M/0/zon-20ts." | 38 30-05-2001." us I s, v 193' 1529 #5272 P. 002 i. 2. 2014 8 (1) (2) (3) "(2) 2014 2014 2011) 2014 -gra (2) aqn.-26 2014 t. 14 15 29 THE CHHATTISGARH RENT An Act to amend the Chhattisgarh Rent Control Act, 2011 (No. 19 of 2012) •h L gislature in the Sixty-fifth Year of Republic of India, as follows 1. Short title. (1) (2) (3) This Act may be called 2016, It extend to who' It shali come into force from the date of its publication in Official Gazette. Chhattisgarh Rent Control (Amendment) Act, 2011 (No. 19 of 2012) •h L gislature in the Sixty-fifth Year of Republic of India, as follows 2. (1) (2) (3) (1) This Act may be called the Chhattisgarh Rent Control (Amendment) Short title. extent and commencement. Act, 2011 (No. 19 of 2012), (hereinafter referred to as the Principal Act), the following shall be substituted, namely "(2) (3) (4) The State Government shall appoint the Chairman of the Rent Control Tribunal. a retired Judge of the High Court or serving or retired District Judge not below the rank of Super Time Scale. The Tribunal shall have such members with such qualification, as the State Government may prescribe. The State Government shall appoint an officer as the Registrar of the Tribunal, who shall not be below the cadre of Civil Judge Class-I or the rank of Deputy Secretary to the State Government." 70 (2) Insertion of new Section 13-A. Amendment Schedule J. Repeal. (2) 2015 After sub-section (5) Of Section 6 of the Principal Act, the following shall be added, namely :- "(6) The Tribunal shall have its headquarters at Raipur and the State Government may, by notification, fix such other places for hearing of matters by the Tribunal, as it deems fit. (7) The terms and conditions of the service of the Chairman and members of the Tribunal shall be such as may be prescribed by the State Government." 3. 4

5. After Section 13 of the Principal Act, the following shall be added, namely "13-A. Power to make rules.-(1) The State Government may, by notification in the Official Gazette, make Rules to carry out all or any of the purposes Of this Act. Every Rule made under this Act shall be laid as soon as may be after it is made (2) before the House of the State Legislature while it is in session, for a total period of thirty days, which may be comprised in one session or two or more successive sessions and if, before the expiry of the session in which it is so laid or the session immediately following, the House agrees in making any modification to the Rule or the House agrees that the Rule should not be made, as the case may be, and notifies such decision in the Official Gazette, the Rule shall from the date of publication of such notification have effect only in such modified form or be Of no effect, as the case may be, however any such modification or annulment shall be without prejudice to the validity Of anything previously done or omitted to be done under that Rule." In Serial Number 2 of Schedule 3 of the principal Act, for the words "



Form C" the words "such proforma as may be prescribed" shall be substituted. The Chhattisgarh Rent Control (Amendment) Ordinance, 2014 (No. 3 of 2014) is hereby, repealed. - 2015, +1.2-22-EF#FTZ 30-05-2001." 20] (@RTUTOT) 2016 30, 20 2016 7161* 22/21 -u IVF./ØÄ./16. 14-01-2016 39 (âpitü3) 2015 a; 2015 36*F.üFi T - 2. (2) (3) aö*zæ, 2011 19qQ2012)Gi zq-üT(1 "3%0136 2016 716 22 /21 -a / 16 . —

(3) 20-01-2016 f*zn t. CEIHAJTISGARH ACT (No. 5 of 2016) THE CHHATTISGARH RENT CONTROL (AMENDMENT) ACT, 2015 An Act further to amend the Chhattisgarh Rent Control Act , 2011 (No. 19 of 2012), Be it enacted by the Chhattisgarh Legislature in the Sixty-sixth Year of the Republic of India, as follows Short title. and extent 0m m emcement. n or Section 6. (1) (2) (3) This Act may be called the Chhattisgarh Rent Control (Amendment) Act, 2015. It shall extend to the whole StatéOfChhattisgarh. 11 shall come into force from the date of its publication in the Official Gazette. 2 In sub-section (5) of Section 6 of the Chhattisgarh Rent Contml Act , 2011 (No. 19 of 2012). after the word and figure "Article 136".the words and figures "and High Courts under Articles 226 and 227" shall be inserted. - 2010 / 38 30-05-2001?' 450 J 16 1938 2016 | 2204M 281 / 2 -attnr€../ø. / 16 . — 09-12-2016 899

(3) 2016 2011 F . 19 2012) , 1 9 z•il 2 6 2 20 16 2016 An Act further to atnend the ('hiyattisat•ji Rent Control Act. 2011 (No. 19 2012). Bc il enacted b', lhe 'he enth Year of the Republic OfIndia. as - be caicid Rent C ontroj i 11 shall extend to the hole State It shall come into force from the its publication in the Official Gazette, 3 11) lillc. Section 6. Repeal. In sub-section (2) Of'Section 6 ofthe Chhattisgarh Rent Control Act. 201 (No. 2012). after the •State Governnient••. the words consultation with the Court•• shall be Insened [he Chhatt'sgarh Rent Control (Atnendntv•ntl Ordinance. 2010 t No. of 2016) is hereby repealed- - 2016 %äRTBM/09/2013-2015." / 38 Q. 30-05-2001. " 596] FIR, 2020 — 7, 1942 8750/â 164/21 •JF./Ø. 7T./20. 31 1191 1192 1. 2. (1) (2) (3) (w) 2020 23 2020 2011 (n 19 q 2012) (üüq) 2011 (n - au-ur-r (2) (3) ev.x@•- "(2) (3) 02 " zq-üRT (3) 3V4R:- 2020 8750/€r. 164/21•YF./Ø. 348 (3) CHHATTISGARH ACT (No. 23 of 2020) THE CHHATTISGARH RENT CONTROL (AMENDMENT)

ACT, 2020 An Act further to amend the Chhattisgarh Rent Control Act, 2011 (No. 19 of 2012). Be it enacted by the Chhattisgarh Legislature in the Seventy First Year of the Republic of India, as follows :- 1192 (1) Short title, extent and commencement. 1. 2. (1) (2) (3) This Act may be called the Chhattisgarh Rent Control, (Amendment) Act, 2020. It shall extend to the whole State of Chhattisgarh. It shall come into force from the date of its publication in the Official Gazette. In the Chhattisgarh Rent Control Act, 2011 (No. 19 of 2012), in Section 6,- for sub-section (2) and (3), the following shall be substituted, namely :- Amendment Section 6. - 2020. of (3) The State Government shall appoint the retired High Court Judge or retired District Judge as Chairman of the Rent Control Tribunal. The Tribunal shall have such other members as the State Government may decide from time to time, but at any time, there shall be no less than 02 members." (ii) after sub-section (3), the following shall be inserted, namely :- "(3A) Ifthe post of Chairman remains vacant for any reason, the State Government may appoint any member from the members as Executive Chairman. " / 38 Q. 30-05-2001.' 199] guar, 2021 19, 1942 39/21 -ev/vrr€../ø. q./21. 25-02-2021 397 398 13 1. 2. (1) (2) (3) 2021 fiüur 2020 2011 (5. 19 2020 2011 (n 3706/ü 39/21 •YF./Ø. Tr./21 (3) 10-3-2021 10 2021 CkffäATTISGARH ACT (No. 6 of 2021) TIU CM-IATTISGARH RENT CONTROL (AMENDNUNT) ACT, 2020 An Act further to amend the Chhattisgarh Rent Control Act, 2011 (No. 19 of 2012). Be it enacted by the Chhattisgarh Legislature in the Seventy First Year of the Republic of India, as follows :- 398 (1) Short title, extent and commencement. 1. 2. (1) (2) (3) This Act may be called the Chhattisgarh RentConü•ol (Amendment)Act, 2020. It shall extend to the whole State of Chhattisgarh. It shall come into force from the date of its publication in the Official Gazette. Sub-section (2) ofSection 13 of the Chhattisgarh Rent ConfrolAct, 2011 (No. 19 of 2012) shall be omitted.

Amendment Section 13. - 2021. of