**FORM ‘C’ RULES UNDER DELHI RENT CONTROL ACT, 1958**

**Application for Deposits of Rent**

IN THE COURT OF THE....................

C. D................................................................. Petitioner

*versus*

C. F................................................................... Landlord

| The premises for which the rent is deposited with a description sufficient for indentifying the premises. |  |
| --- | --- |
| The period for which the rent is deposited and the rate per month. | From…..to……..Rs……………p.m. Rs…………(Rs. ………….only) |
| The name and address of the landlord or the person or persons claiming to pay entitled to such rent. |  |
| The reasons and circumstances for which the application for depositing the rent is made | Shri ……… has been receiving the rent …………… |
| The amount of the rent deposited | Rs. ……………..(Rs. …………..only) |
| Whether electricity, water charges Not included property tax etc. included in the rent and if so, particulars thereof. | Not included |
| How the rent tendered to the landlord Rent is always paid by the Petitioner whether person or by postal money order or by cheque, and whether is was refused by him in writing otherwise. | Rent is always paid the Petitioner ……………… through cheque……………………………………….. |
| Whether or there is a *bona fide* doubt as As per sheet attached, to the person or persons to whom the rent is payable and if so why? | As per sheet attached.  |
| Date on which the rent was last paid to the person the receipt, obtained from him thereof. | Rent for the period of ……..has been paid |
| Any other relevant information |  |

Statements, made above are true to the best of my knowledge and belief and I, the applicant/recognised and signed its application the......... day of.......... 19............

SSignature of the applicant/recognised agent

**case law**

Where the parties entered into compromise in a suit for arrears of rent by which the tenant had willingly surrendered possession with payment of certain amount as arrears of rent the application by tenant under Section 19(2) for re-entry to the premises on re-letting it by landlord before prescribed period was not maintainable.1

**WORDS "ARREARS OF RENT LEGALLY RECOVERABLE" — OCCURING IN PROVISO (A) TO SECTION** 14(1) **OF DELHI RENT CONTROL ACT**

Proviso (a) to Section 14(1) of the Delhi Rent Control Act, 1958 postulates that on failure of tenant to pay "the arrears of rent legally recoverable" from him within two months of the notice of demand he can be evicted. If the claim of the Landlords for recovery of arrears of rent is not enforceable in a court of law for having become barred by limitation the amount ceases to be legally recoverable.2

**TERM "PREMISES" CONNOTATION (SECTION 2 OF DRA)**

The term "premises" implies the subject matter of tenancy in respect of which there is jural relationship of Landlord and tenant and in respect of which the quantum of rent is agreed to between them.3

**SERVICE OF NOTICE**

(DRA 14(l)(a))

There can be valid service by refusal when postman was examined and proved refusal which was not shaken in cross-examination.4

1. Vidhya Dhari Bhagat v. M/s. Allahabad Law Journal Co. Ltd., A. I. R. 1990 S. C. 1015.

2. Kamla Bakshi v. Khairatilal, AIR 2000 SC 1808.

3. Kamala Devi v. Laxmi Devi, AIR 2000 SC 1640.

4. Rajinder Pershad v. Smt. Darshana Devi, 2001 (4) CCC 7 (SC).