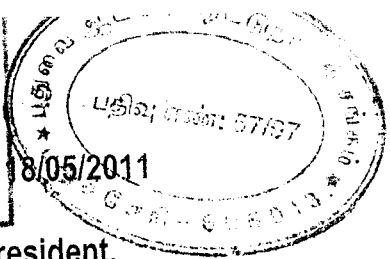


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No...1710.....
Date: 8/05/2011
Date MAY 2011



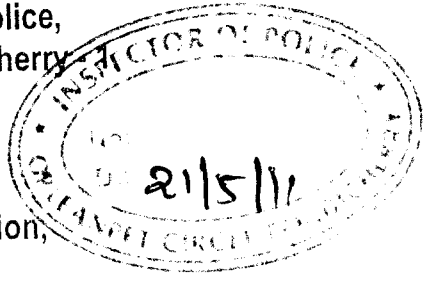
From:
1) The President,
Physically Handicapped Youth Association,
152/A, Patcha Muthu Mari Amman Koil Street,
Kumaragurupallam, Puducherry - 605 011.

2) The President,
The Auto Drivers Association,
Puducherry 605 013

To
1) The Member Secretary,
UTP Legal Service Authority,
Puducherry-- 605001

OFFICE OF THE
SUPDT. OF POLICE (NORTH)
No...2986/Spr/16/11
Dated 19/5/11 Time 4

2) Inspector General of Police,
Dumas Street, Puducherry



3) Sub - Inspector,
All Women's Police Station,
Puducherry - 605 001

4) The President,
The Puducherry Bar Association,
Puducherry -- 605 005

5) The President,
The Pondicherry State Women's Commission,
Puducherry -- 605 005

SO
for circulation
18/5

Respected Sir,

Sub: Delhi High Court Judgement & Supreme Court Judgement.

The Delhi High Court & The Supreme Court of India in their landmark judgements have issued clear cut guidelines to be followed for Dowry and Rent Act cases respectively.

Marginalized community like us are the worst affected in the above cases. The guidelines handed over by these courts are transparent and welcomed by the members of our Association. It will provide fair chance to the affected members.

We are confident that you will give necessary instructions to the departments dealing in these cases. Needless to say, that the strict implementation of the guidelines will mitigate the suffering of our members. The Dowry Act especially is rather misused more than used. All courts in India use Delhi High Court guidelines to decide Dowry cases.

Thanking you,

Yours truly,

Place: Puducherry.

For PONDICHERRY AUTO DRIVERS ASSOCIATION

For PHYSICALLY HANDICAPPED YOUTH ASSOCIATION

Enclosed: Xerox copies of

PRESIDENT, GENERAL SECRETARY

R.P. PannerSelvan
President

1) Delhi High Court - Guidelines to be followed for Dowry Act dated: 23/02/2007

2) Supreme Court - A model landlord-tenant agreement promising tenants five years of peaceful stay under Rent Act.

All CIs for N/A

SP(NORTH)

SHCS Orlanpet/
Soliman Salai for
18/5/11

INSPECTOR OF POLICE
PUDUCHERRY

Supreme Court's model rent agreement assures tenant 5 yrs' stay
Dhananjay Mahapatra, TNN | May 15, 2011, 01.57am IST

Article

Tags: Water tax|tenants|Supreme Court|property tax|maintenance charges

NEW DELHI: The Supreme Court has drafted a model landlord-tenant agreement promising tenants five years of peaceful stay in the premises if they give rent at market rate, increase it by 10% every three years and pay the property tax for the house.

It asked the tenants to pay up every charge accrued on the house to enable the landlord get the rentals without any deduction.

"If the present and prevalent market rent assessed and fixed between the parties is paid by the tenant, the landlord shall not be entitled to bring any action for his eviction against such a tenant at least for a period of five years.

Thus, for five years the tenant shall enjoy immunity from being evicted from the premises," the court said. The court realized that in most landlord-tenant disputes, there were no written contracts and the tenants took advantage of the situation because of the slow process of rent control laws and the judicial process involved in eviction.

The court said adherence to these guidelines could considerably bring down litigation. This judgment would not affect the tenancy governed by existing lease deeds or specific contracts between the landlord and tenant.

It found tenants occupying the property by paying rent at a rate determined 20-25 years ago, and said half of the landlord-tenant disputes would not have reached the courts if the tenants agreed to pay rent at market rate.

Writing from personal and judicial experience, the court said: "We deem it our duty and obligation to fix some guidelines and norms for such type of litigation, so as to minimize the landlord-tenant litigation at all levels."

It said: "The tenant must enhance the rent according to the terms of the agreement or at least by 10% after every three years. If the rent is too low in comparison to the market rent having been fixed almost 20 to 25 years back, then the present market rate should be worked out."

It should be determined either on the basis of valuation report or reliable estimates of building rentals in surrounding areas let out recently, said Justice Bhandari, who authored the judgment for the bench.

"The rent should be just, proper and adequate and be fixed keeping in mind the location of the property, type of construction, accessibility with the main road, availability of parking space. Care should be taken that it does not end up being a bonanza for the landlord," it said.

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"Apart from the rentals, property tax, water tax, maintenance charges, electricity charges for the actual consumption of the tenanted premises and for common area shall be payable by the tenant only so that the landlord gets the actual rent out of which nothing should be deductible," he said.

"In case there is enhancement in property tax, water tax or maintenance charges, electricity charges then the same shall also be borne by the tenant only," the bench said.

Minor repairs of the premises would be carried out by the tenant from his own pocket and he could not undertake any major repairs, requiring reimbursement, without prior permission from the landlord, the bench said.

"If any major repairs are carried out then in that case only after obtaining permission from the landlord in writing, the same shall be carried out and modalities with regard to adjustment of the amount spent thereon, would have to be worked out between the parties," the court said.