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Part IV—Section 1

Tamil Nadu Bills

CONTENTS

Pages.

BILLS :

L.A. Bill No. 37 of 2017— The Tamil Nadu Schools (Regulation of Collection of Fee) Amendment Act, 2017 402-403

L.A. Bill No. 38 of 2017— The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.. 404-428

L.A. Bill No. 39 of 2017— The Tamil Nadu Slum Areas (Improvement and Clearance) Amendment Act, 2017 429-430

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BILL INTRODUCED IN THE LEGISLATIVE ASSEMBLY OF THE STATE OF TAMIL NADU

Under Rule 130 of the Tamil Nadu Legislative Assembly Rules, the following Bill which was introduced in the Legislative Assembly of the State of Tamil Nadu on 14th July, 2017 is published together with Statement of Objects and Reasons for general information:—

L.A. Bill No. 37 of 2017.

A Bill to Amend the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2009

BE it enacted by the Legislative Assembly of the State of Tamil Nadu in the Sixty-eighth Year of the Republic of India as follows:-

Short title and commence-ment.

1. (1) This Act may be called the Tamil Nadu Schools (Regulation of Collection of Fee) Amendment Act, 2017.

(2) It shall come into force on such date as the State Government may, by notification, appoint.

Tamil Nadu Act 22 of 2009.

Amendment of Section 5.

2. In section 5 of the Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2009, in sub-section (2), for clause (a), the following clause shall be substituted namely:-

"(a) a retired High Court Judge, nominated by the Government, in consultation with the Chief Justice of High Court of Madras – Chairperson"

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STATEMENT OF OBJECTS AND REASONS.

The Government, in order to regulate the collection of fees by Private Schools in the State and the matters connected therewith and incidental thereto, enacted a comprehensive legislation called – The Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2009 (Tamil Nadu Act 22 of 2009). The said Act came into force on and from 7th December 2009. Sub-section (1) of section 5 of the said Act empowers the Government to constitute a Committee for the purpose of determination of the fee for admission to any Standard or course of study in private schools consisting of a retired Judge of High Court nominated by the Government as Chairperson of the Committee.

2. The Government have now decided to nominate a retired Judge of High Court in consultation with the Chief Justice of High Court of Madras and to bring necessary amendment to clause (a) of sub-section (2) of section 5 of the said Tamil Nadu Schools (Regulation of Collection of Fee) Act, 2009. (Tamil Nadu Act 22 of 2009)

3. The Bill seeks to give effect to the above decision.

K.A. SENGOTTAIYAN,
Minister for School Education,
Sports and Youth Welfare.

K. BOOPATHY,
Secretary (In-charge).

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BILLS INTRODUCED IN THE LEGISLATIVE ASSEMBLY OF THE STATE OF TAMIL NADU

Under Rule 130 of the Tamil Nadu Legislative Assembly Rules, the following Bill which was introduced in the Legislative Assembly of the State of Tamil Nadu on 14th July, 2017 is published together with Statement of Objects and Reasons for general information:—

L.A. Bill No. 38 of 2017.

THE TAMIL NADU REGULATION OF RIGHTS AND RESPONSIBILITIES OF LANDLORDS AND TENANTS ACT, 2017

Arrangement of Clauses

CHAPTER I.

PRELIMINARY.

Clauses

1. Short title, extent and commencement.
2. Definitions.
3. Act not to apply to certain premises.

CHAPTER II.

TENANCY.

4. Tenancy Agreement.
5. Period of tenancy.
6. Inheritability of tenancy.
7. Restriction on subletting.

CHAPTER III.

RENT.

8. Rent payable.
9. Revision of rent.
10. Rent Authority to fix or revise rent.
11. Security deposit.

CHAPTER IV.

OBLIGATIONS OF LANDLORD AND TENANT.

12. One set of original agreement to be given to the tenant.
13. Receipt to be given for rent paid.
14. Deposit of rent with the Rent Authority.
15. Repair and maintenance of property.

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16. Tenant to look after the premises.

17. Entry with notice.

18. Information about the property manager.

19. Role and responsibilities of property manager.

20. Cutting off or withholding essential supply or service.

CHAPTER V.

REPOSSESSION OF THE PREMISES BY THE LANDLORD.

21. Repossession of the premises by the landlord.

22. Recovery of possession for occupation.

23. Compensation in case of non vacancy.

24. Refund of advance rent by the landlord.

25. Payment of rent during eviction proceedings.

26. Permission to build additional structures.

27. Special provision regarding vacant sites.

28. Vacant possession to landlord.

29. Provision regarding notice of giving up possession by the tenant.

CHAPTER VI.

RENT COURTS AND RENT TRIBUNALS.

30. Appeals.

31. Constitution of Rent Court.

32. Constitution of Rent Tribunals.

33. Jurisdiction of Rent Court.

34. Procedure of Rent Court and Rent Tribunal.

35. Powers of Rent Court and Rent Tribunal.

36. Appeal to Rent Tribunal.

37. Execution of the order.

CHAPTER VII.

APPOINTMENT OF RENT AUTHORITIES, THEIR POWERS, FUNCTIONS AND APPEALS.

38. Appointment of Rent Authority.

39. Power and Procedure of Rent Authority.

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CHAPTER VIII.

MISCELLANEOUS.

40. Jurisdiction of civil courts barred in respect of certain matters.

41. Court fees.

42. Members etc. to be public servants.

43. Members etc. to be under the control of High Court.

44. Protection of action taken in good faith.

45. Power to make rules.

46. Power to remove difficulties.

47. Repeal and savings.

First Schedule

Second Schedule

Third Schedule

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A Bill ***to establish a framework for the regulation of rent and to balance the rights and responsibilities of landlords and tenants and to provide fast adjudication process for resolution of disputes, and matters connected therewith or incidental thereto*****.**

BE it enacted by the Legislative Assembly of the State of Tamil Nadu in the Sixty-eighth Year of the Republic of India as follows:—

CHAPTER I.

PRELIMINARY.

Short title, extent and commencement.

1. (1) This Act may be called the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

(2) It shall extend to all urban areas of the State of Tamil Nadu.

(3) It shall come into force on such date as the Government may, by notification, appoint and different dates may be appointed for different provisions of this Act:

Provided that the Government may, by notification, exclude any area or units or class of buildings from the operation of this Act or any provision thereof.

Definitions.

2. In this Act, unless the context otherwise requires,**—**

(a) "agreement" or "tenancy agreement" means the written agreement executed by the landlord and the tenant as required under this Act;

(b) "Government" means the State Government;

(c) "landlord" means a person who, for the time being is receiving, or is entitled to receive, the rent of any premises, 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 of any person or who would so receive the rent or be entitled to receive the rent, if the premises were let to a tenant, and shall include his successor-in-interest;

(d) "local authority" means,—

Tamil Nadu Act V of 1920.

(i) a town panchayat or municipality constituted under the Tamil Nadu District Municipalities Act, 1920; and

(ii) a municipal corporation established under any law for the time being in force;

Central Act 41 of 2006.

(iii) a cantonment board constituted under the Cantonments Act, 2006;

Central Act 49 of 2016.

(e) "person with disability" has the same meaning as assigned to it in clause (s) of section 2 of the Rights of Persons with Disabilities Act, 2016;

(f) "premises" means any building or part of a building which is, or is intended to be, let separately for the purpose of residence or for commercial or for educational use, except for industrial use and includes—

(i) the garden, grounds and out-houses, if any, appertaining to such building or part of the building;

(ii) any fitting to such building or part of the building for the more beneficial enjoyment thereof, but does not include hotel, lodging house, dharamshala or inn, or the like.;

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(g) "prescribed" means prescribed in the rules made under this Act;

(h) "property manager" means a person or company who is employed by the landlord to manage the premises and who represents the landlord in his dealings with the tenant;

(i) "Rent Authority" means an officer appointed under section 37;

(j) "Rent Court" means a Rent Court constituted under section 30;

(k) "rent payable" in relation to any premises means the rent as per section 8;

(l) "Rent Tribunal" means the Rent Tribunal constituted under section 31;

(m) "Schedule" means the Schedule to this Act;

(n) "tenant " means a person by whom or on whose account or behalf the rent of any premises is, or, but for a contract express or implied, would be payable for any premises and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Act; but shall not include any person against whom any order or decree for eviction has been made;

(o) "Urban Area" means the areas that fall under the jurisdiction of either the Municipal Corporation or the Municipality or the Town Panchayat or the Cantonment Board, as the case may be.

Act not to apply to certain premises.

3. Nothing in this Act shall apply to–

(a) any premises owned or promoted by the Central or State Government or Local Authority or a Government undertaking or enterprise or a statutory body or cantonment board;

(b) premises owned by a company, university or organization given on rent to its employees as part of service contract;

(c) any premises owned by religious or charitable institutions as may be specified by the Government, by notification;

(d) any premises owned by Waqf registered under the Waqf Act, 1995 or to any trust registered under the Indian Trusts Act, 1882;

Central Act 43 of 1995.

Central Act II of 1882.

(e) any other building or category of buildings specifically exempted in public interest by the Government, by notification:

Provided that any owner of the premises falling under clauses (a) to (d) wishes that the tenancy agreement entered into by them be regulated under the provisions of this Act, they may inform the Rent Authority of their desire to do so at the time of information of the tenancy agreement under section 4 of this Act.

CHAPTER II.

TENANCY.

Tenancy Agreement.

4. (1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landlord and tenant jointly, in the form specified in the First Schedule.

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(2) Where, in relation to a tenancy created before the commencement of this Act,—

(a) an agreement in writing was already entered into, it shall be informed to the Rent Authority;

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy, andinform the Rent Authority, in the form specified in the First Schedule:

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.

(3) Every agreement referred to in sub-section (1) or required to be executed under sub-section (2) shall be in such manner and within such period as may be prescribed.

(4) The Rent Authority, after receiving such information about tenancy agreement, shall register the agreement and provide a registration number to the parties.

(5) Information provided under sub-section (1) and (2) shall be taken as evidence of facts relating to tenancy and matters connected therewith and in its absence, any statement in the agreement shall not be received as evidence of the facts in any court of law.

(6) The Rent Authority shall upload the details of all tenancies along with the registration number provided under sub-section (4), in the form and manner as may be prescribed, on its website within fifteen days of the allotment of the registration number.

Period of tenancy.

5. (1) All tenancies entered into after the commencement of this Act shall be for a period as agreed between the landlord and the tenant and as specified in the tenancy agreement.

(2) The tenant may approach the landlord for renewal or extension of the tenancy, within the period agreed to in the tenancy agreement, prior to the end of tenancy period and if agreeable to the landlord may enter into a new tenancy agreement with the landlord on mutually agreed terms and conditions.

(3) If a tenancy for a fixed term ends and has not been renewed or the premises have not been vacated by the tenant at the end of such tenancy, the tenancy shall be deemed to be renewed on a month-to-month basis on the same terms and conditions as were in the expired tenancy agreement, for a maximum period of six months.

Inheritability of tenancy.

6. (1) Save as provided in sub-section (2), the tenancy shall cease immediately after the death of the tenant.

(2) In the event of the death of a tenant, the right of tenancy of residential and non-residential premises shall devolve for the remaining period of tenancy to his successors in the following order:—

(a) spouse;

(b) sons/unmarried daughters;

(c) parents;

(d) daughter-in-law being the widow of a predeceased son:

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Provided that the successor had been ordinarily living or working in the premises with the deceased tenant upto his death.

Restriction on subletting.

7. (1) After the commencement of this Act, no tenant shall, without the previous consent in writing of the landlord,–

(a) sublet whole or part of the premises held by him as a tenant;

(b) transfer or assign his rights in the tenancy agreement or any part thereof.

(2) Where the premises are sublet as provided in sub-section (1), the tenant shall inform the landlord the date of commencement or termination of sub-tenancy, as the case may be, within one month of the commencement or termination.

CHAPTER III.

RENT.

Rent payable.

8. The rent payable in relation to a premises shall be,—

(a) in case of new tenancies entered into after the commencement of this Act, the rent agreed to between the landlord and the tenant at the commencement of the tenancy;

(b) in case of tenancies entered into before the commencement of this Act, after the expiry of twelve months from the commencement of this Act, rent payable shall be as provided in clause (a), and—

(i) the landlord shall intimate the tenant two months prior to the expiry of the said twelve months about the revision in rent, if required;

(ii) in the absence of an agreement between the landlord and the tenant on the rent payable as provided in clause (a), the landlord shall have the option to terminate the tenancy as per clause (a) of sub-section (2) of section 21.

Revision of rent.

9. (1) Revision of rent between the landlord and the tenant shall be as per the terms set out in the tenancy agreement.

(2) Save as agreed in the agreement, the landlord shall give a notice in writing three months before the revised rent becomes due.

(3) If a tenant who has been given notice of an intended increase of rent under sub-section (2), fails to give the landlord notice of termination of tenancy, the tenant shall be deemed to have accepted whatever rent increase has been proposed by the landlord.

(4) In case the premises has been let for a fixed term, rent may not be increased during the currency of the tenancy period unless the amount of increase or method of working out the increase is expressly set out in the tenancy agreement.

(5) No tenant shall directly or indirectly sublet or assign, whole or part of the premises for a rent that is higher than the rent or the proportionate rent charged by the landlord to the tenant.

(6) Where the landlord, after the commencement of tenancy and with agreement with the tenant has incurred expenditure on account of improvement, addition or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out under section 15, the

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landlord may increase the rent of the premises by an amount as agreed between the landlord and the tenant, prior to the commencement of the work and such increase in rent shall become effective from one month after the completion of work.

(7) Where after the rent of a premises has been agreed or fixed, there has been a decrease or diminution or deterioration of accommodation or housing services in the premises, the tenant may claim a reduction in the rent and may approach the Rent Authority in case of conflict.

(8) The landlord may, either restore the premises and the housing services as at the commencement of tenancy or agree for a reduction in rent.

Rent Authority to fix or revise rent.

10. The Rent Authority, on an application made by the landlord or tenant, shall fix or revise, as the case may be, the rent and other charges payable by the tenant and also fix the date from which the revised rent becomes payable.

Security deposit.

11. (1) Save an agreement to the contrary, it shall be unlawful to charge a security deposit in excess of three times the monthly rent.

(2) The security deposit shall be refunded to the tenant within one month after vacation of the premises, after making due deduction of any liability of the tenant.

CHAPTER IV.

OBLIGATIONS OF LANDLORD AND TENANT.

Agreement to be given to the tenant.

12. After the tenancy agreement has been signed by both the landlord and tenant, the landlord shall give one original signed and registered agreement to the tenant within fifteen days of the agreement being signed by them in the manner as may be prescribed.

Receipt to be given for rent paid.

13. (1) Every tenant shall pay rent and other charges payable within the stipulated period as in the tenancy agreement.

(2) Every tenant who makes payment of rent or other charges payable or advance towards such rent or other charges to his landlord, shall be entitled, against acknowledgement, to obtain forthwith from the landlord or his property manager, a written receipt for the amount paid to him, signed by the landlord or his property manager.

Deposit of rent with the Rent Authority.

14. (1) Where the landlord does not accept any rent and other charges payable or refuses to give a receipt, the rent and other charges shall be sent to the landlord by postal money order or any other method as may be prescribed consecutively for two months, and if the landlord does not accept the rent and other charges within the said period, then, the tenant shall deposit the same with the Rent Authority.

(2) Whenever there is *bona fide* doubt about the person or persons to whom the rent is payable, the tenant shall deposit such rent and other charges with the Rent Authority.

(3) On deposit of the rent and other charges, the Rent Authority shall investigate the case and pass an order based on facts of the case.

(4) The withdrawal of rent and other charges deposited under sub-section (1) or sub-section (2), as the case may be, shall not operate as an admission against the person withdrawing it to the correctness of rent or any other fact stated by the tenant.

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(5) Any rent and charges not withdrawn for five years by any person entitled to withdraw shall be forfeited by the Government.

Repair and maintenance of property.

15. (1) Notwithstanding any contract in writing to the contrary, the landlord and the tenant shall be bound to keep the premises in as good a condition as at the commencement of the tenancy, except for normal wear and tear, and shall be responsible for the respective repairs and maintenance as specifiedin the Second Schedule.

(2) In case of common facilities shared among the tenants or with the landlord, the respective responsibilities of each tenant and landlord shall be specified in the tenancy agreement.

(3) In the event of tenant's refusal to carry out the scheduled or agreed repairs, the landlord shall get the repairs done and deduct the amount from the security deposit.

(4) In case the landlord refuses to carry out the scheduled or agreed repairs, the tenant can get the work done and deduct the same from monthly rent:

Provided that in no case will the deduction from rent in any one month exceed fifty per cent of the agreed rent for one month.

(5) In case the premises is uninhabitable without the repairs and the landlord has refused to carry out the required repairs, after being called upon to get the repairs done in writing by the tenant, the tenant shall have the right to abandon the premises after giving landlord fifteen days notice in writing or by approaching the Rent Authority.

Tenant to look after the premises.

16. During the tenancy, the tenant shall—

(a) not intentionally or negligently damage the premises or permit such damage;

(b) notify the landlord of any damage as soon as possible;

(c) take reasonable care of the premises and its contents and keep it reasonably habitable having regard to its condition at the commencement of tenancy and the normal incidence of living.

Entry with notice.

17. (1) A landlord or the property manager may enter a premises in accordance with written notice given to the tenant at least twenty-four hours before the time of entry under the following circumstances, namely:-

(a) to carry out repairs or replacement or do or get work done in the premises;

(b) to carry out an inspection of the premises for the purpose of determining whether the premises is in a habitable state;

(c) for any other reasonable reason for entry specified in the tenancy agreement.

(2) The written notice shall specify the reason for entry, the day and time of entry between 7.00 A.M. to 8.00 P.M.

Information about the property manager.

18. In case the landlord has hired a property manager, the landlord shall provide the tenant, the following information, namely:—

(a) property manager's name;

(b) the proof that he is agent of the landlord and employed by the landlord;

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(c) if the property manager is a company, name of the company, employee who can be contacted in relation to the tenancy agreement.

Role and responsibilities of property manager.

19. The functions of the property manager may include the following, namely:—

(a) collection of rent against receipt;

(b) getting essential repairs done on behalf of the landlord;

(c) inspection of the premises, from time to time;

(d) giving notices to tenant for—

(i) proper maintenance of the premises;

(ii) delay in payment of rent;

(iii) revision of rent;

(iv) vacation of premises; and

(v) renewal of tenancy;

(e) help in resolution of disputes among tenants and between landlord and tenant;

(f) any other matters relating to tenancy.

Cutting off or withholding essential supply or service.

20. (1) No landlord or tenant either by himself or through any person shall cut-off or withhold any essential supply or service in the premises occupied by the tenant or the landlord.

(2) In case of contravention of sub-section (1) and on complaint from the tenant or the landlord, as the case may be, the Rent Authority, after examining the matter, may pass an interim order directing the restoration of supply of essential services immediately pending the inquiry referred to in sub-section (3).

(3) The Rent Authority shall conduct an inquiry against the complaint made by the landlord or the tenant, as the case may be, and complete the inquiry within one month of filing of such complaint.

(4) The Rent Authority may also levy a penalty on the person responsible for cutting off or withholding the essential supply, which may extend to an amount of loss or damage as may be prescribed.

(5) The Rent Authority may direct that compensation be paid to the landlord or tenant if it finds that the complaint was made frivolously or vexaciously.

Explanation.—For the purpose of this section, essential services includes supply of water, electricity, lights in passages, lifts and on staircases, conservancy, parking, communication links, sanitary services and the like.

CHAPTER V.

REPOSSESSION OF THE PREMISES BY THE LANDLORD.

Repossession of the premises by the landlord.

21. (1) A tenant shall not be evicted during the continuance of tenancy agreement except in accordance with the provisions of sub-section (2).

(2) The Rent Court may, on an application made to it in the manner as may be prescribed, make an order for the recovery of possession of the premises on one or more of the following grounds, namely:—

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(a) that the landlord and tenant have failed to agree to the rent payable under section 8;

(b) that the tenant has not paid the arrears in full of rent payable and other charges payable as specified in sub-section (1) of section 13 for two months, including interest for delayed payment as may be specified for in the tenancy agreement or as prescribed, as the case may be, within one month of notice of demand for the arrears of such rent and all charges payable being served on him by the landlord in the manner provided in sub-section (4) of section 106 of the Transfer of Property Act, 1882:

Central Act IV of 1882.

Provided that no order for eviction of the tenant on account of default of payment of rent shall be passed, if the tenant makes payment to the landlord or deposits with the Rent Court all arrears of rent including interest within one month of notice being served on him:

Provided further that this relief shall not be available again, if the tenant defaults in payments of rent consecutively for two months in any one year subsequent to getting relief once;

(c) that the tenant has, after the commencement of this Act, parted with the possession of whole or any part of the premises without obtaining the written consent of the landlord;

(d) that the tenant has continued misuse of the premises even after receipt of notice from the landlord to stop such misuse.

Explanation.—For the purpose of this clause, "misuse of premises" means encroachment of additional space by the tenant or use of premises which causes public nuisance or causes damage to the property or is detrimental to the interest of the landlord or for an immoral or illegal purposes;

(e) that the premises or any part thereof are required by the landlord for carrying out any repairs or building or rebuilding or additions or alterations or demolition, which cannot be carried out without the premises being vacated:

Provided that the re-entry of the tenant after such repairs, building, rebuilding, addition, alteration or demolition shall be allowed only when it has been mutually agreed to between the landlord and the tenant and the new tenancy agreement has been submitted with the Rent Authority:

Provided further that re-entry of the tenant shall not be allowed in the absence of such mutual agreement submitted with the Rent Authority and also in cases where the tenant has been evicted under the orders of the Rent Court;

(f) that the premises or any part thereof are required by the landlord for carrying out any repairs, building, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use by the competent authority;

(g) that the premises let for residential or non-residential purpose are required by the landlord for occupation for residential or non-residential purposes for himself or for any member of his family or for any person for whose benefit the premises were held and the landlord or such person is not in possession of any suitable accommodation within the same urban area;

(h) that the tenant has given written notice to quit and in consequence of that notice, the landlord has contracted to sell the accommodation or has taken any other step, as a result of which his interests would seriously suffer if he is not put in possession of that accommodation.

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(3) In any proceedings for eviction under clause (e) of sub-section (2), the Rent Court may allow eviction from only a part of the premises, if the landlord is agreeable to the same.

Recovery of possession for occupation.

22. (1) Where an order for recovery of possession of any premises is made on the ground specified in clause (g) of sub-section (2) of section 21, the landlord shall be entitled to obtain possession thereof within a period of one month in the case of residential premises and two months in the case of non-residential premises from the date of passing of eviction order:

Provided that in case of premises let by category of landlords specified in the Third Schedule or by their spouse or dependent children (including dependents of pre-deceased personnel in armed forces), the landlord shall be entitled to obtain possession immediately after passing of the eviction order.

(2) Where a landlord recovers possession of any premises from the tenant under clause (g) of sub-section (2) of section 21, the landlord shall not, except with the permission of the Rent Court obtained in the manner as may be prescribed, re-let whole or part of the premises within three years from the date of obtaining such possession, and if the landlord re-lets his premises without permission of the Rent Court, the Rent Court may levy a penalty on the landlord which may extend to ten thousand rupees.

Compensation incase of non vacancy.

23. A landlord is entitled to compensation of double the monthly rent for the use and occupation of a premises by a tenant who does not vacate the unit after his tenancy has been terminated by order, notice or agreement, as the case may be.

Refund of advance rent by the landlord.

24. (1) Where a landlord exercises the right of recovery of possession under sub-section (2) of section 21, and he had received any rent or any other payment in advance from the tenant, he shall, before recovery of possession, refund to the tenant such an amount after deducting the rent and other charges due to him.

(2) If any default is made in making any refund, the landlord shall be liable to pay simple interest at such rate as may be prescribed from time to time on the amount which he has omitted or failed to refund.

Payment of rent during eviction proceedings.

25. In any proceedings for recovery of possession on any ground other than that referred to in clause (a) or clause (b) of sub-section (2) of section 21, the tenant contests the claim for eviction, the landlord may, at any stage of proceedings, apply to the Rent Court to direct the tenant to pay to the landlord rent payable as under section 8 and the Rent Court may order the tenant to make such payment as agreed regularly to the landlord by the tenth of the month and all other charges due from the tenant along with penal charges, if any, due to delay in the same manner as provided in sub-section (1) of section 13.

Permission to build additional structures.

26. Where the landlord proposes to make any improvement in or construct any additional structure on any building which has been let to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure and the Rent Court on an application made to it in this behalf by the landlord is satisfied that the landlord is ready and willing to commence the work, the Rent Court may permit the landlord to do such work and may make such other order as it may think fit.

Special provision regarding vacant sites.

27. Notwithstanding anything contained in section 21, where any premises which have been let comprising of vacant land, upon which it is permissible under the municipal laws, for the time being in force, to erect any building, whether for residence or for any other purpose, and the landlord proposing

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to erect such building is unable to obtain possession of the same from the tenant by agreement with him and the Rent Court, on an application made to it in this behalf by the landlord, is satisfied that the landlord is ready and willing to commence the work and that the severance of the vacant land from the rest of the premises shall not cause undue hardship to the tenant, the Rent Court may—

(a) direct such severance;

(b) place the landlord in possession of the vacant land;

(c) determine the rent payable by the tenant in respect of the rest of the premises; and

(d) make such other orders as it thinks fit in the circumstances of the case.

Vacant possession to landlord.

28. Notwithstanding anything contained in any other law for the time being in force, where the interest of a landlord in any premises is determined for any reason whatsoever and any order is made by the Rent Court under this Act for the recovery of possession of such premises, the order shall, subject to the provision of sub-section (3) of Section 21, be binding on all occupants who may be in occupation of the premises and vacant possession thereof shall be given to the landlord by evicting all such occupants therefrom.

Provision regarding notice of giving up possession by the tenant.

29. (1) Every tenant who is in possession of any premises to which this Act applies shall observe all the terms and conditions of the tenancy agreement and shall be entitled to the benefits thereof.

(2) Notwithstanding anything contained in this Act or any other law for the time being in force, the tenant may give up possession of the premises on giving such notice as is required under the tenancy agreement and in the absence of any stipulation relating to such notice, the tenant shall give notice to the landlord of at least one month before giving up possession of the premises.

CHAPTER VI.

RENT COURTS AND RENT TRIBUNALS.

Appeals.

30. (1) An appeal shall lie against the order of the Rent Authority made under this Act to the Rent Court having territorial jurisdiction.

(2) An appeal under sub-section (1) shall be preferred within thirty days from the date of the order made by the Rent Authority.

Constitution of Rent Court.

31. (1) The Government may, by notification, constitute such number of Rent Court in as many urban areas as may be deemed necessary by it.

(2) Where two or more Rent Courts are constituted for any urban area, the Government may, by general or special order, regulate the distribution of business among them.

(3) A Rent Court may consist of one or more members (hereinafter referred to as the Presiding Officer) to be appointed by the Government in consultation with the High Court.

(4) No person shall be eligible to be appointed as Presiding Officer of the Rent Court unless he is a District Judge of the Tamil Nadu State Judicial Service.

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(5) The Government may, in consultation with the High Court, authorize the Presiding Officer of one Rent Court to discharge the functions of the Presiding Officer of another Rent Court also.

Constitution of Rent Tribunals.

32. (1) The Government may, by notification, constitute such number of Rent Tribunals at such places as may be deemed necessary by it and notify a Rent Tribunal as Principal Rent Tribunal, where more than one Tribunal is constituted.

(2) The Rent Tribunal shall be a multi-member Tribunal headed by a Principal Appellate Member, and the senior most judge shall function as Principal Appellate Member and shall have the power to transfer appeal cases from one member of the Appellate Tribunal to another member whenever deemed necessary, and similarly the Principal Appellate Tribunal may, on an application or suo motu, transfer a suit from one Rent Court to other Rent Court, and all the members of Rent Tribunal shall be appointed by the Government in consultation with the High Court.

(3) No person shall be eligible to be appointed as Principal Member of the Rent Tribunal unless he has been a Judge of the High Court.

Jurisdiction of Rent Court.

33. Notwithstanding anything contained in any other law for the time being in force, in the areas to which this Act extends, only the Rent Court and no Civil Court shall have jurisdiction, except the jurisdiction of Rent Authority under section 39, to hear and decide the applications relating to disputes between landlord and tenant and matters connected with and ancillary thereto covered under this Act:

Provided that the Rent Court shall, in deciding such applications relating to tenancies and premises, give due regard to the provisions of the Transfer of Property Act, 1882, the Indian Contract Act, 1872 or any other substantive law applicable to such matter in the same manner, in which such law would have been applied had the dispute been brought before a Civil Court by way of suit.

Central Act IV of 1882.

Central Act IX of 1872.

Procedure of Rent Court and Rent Tribunal.

34. (1) Subject to any rules that may be made under this Act, the Rent Court and the Rent Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908, but shall be guided by the principles of natural justice and shall have power to regulate their own procedure, and the Rent Court shall follow the following procedure, namely –

Central Act V of 1908.

(a) the landlord or tenant may file an application before the Rent Court accompanied by affidavits and documents, if any;

(b) the Rent Court then shall issue notice to the opposite party, accompanied by copies of application, affidavits and documents;

(c) the opposite party shall file a reply accompanied by affidavits and documents, if any, after serving a copy of the same to the applicant;

(d) the applicant may file a rejoinder, if any, after serving the copy to the opposite party;

(e) the Rent Court shall then fix a date of hearing and may hold such summary inquiry as it deems necessary.

(2) In every case, before the Rent Court and the Rent Tribunal the evidence of a witness shall be given by affidavit. However, the Rent Court and the Rent Tribunal, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination, such witness can be produced and may order attendance for examination or crossexamination of such a witness.

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(3) The provisions of the Code of Civil Procedure, 1908 regarding service of summons shall be applicable *mutatis mutandis* for service of notice by the Rent Court or Rent Tribunal. Central Act V of 1908.

(4) Every application or appeal, shall be, as far as possible in the forms as may be prescribed.

(5) The Rent Court shall not ordinarily allow more than three adjournments at the request of a party throughout the proceedings and in case it decides to do so, it shall record the reasons for the same in writing and order the party requesting adjournment to pay the reasonable cost.

(6) (a) All applications under clauses (a), (b), (c), (e), (f) and (h) of sub-section (2) of Section 21 shall be decided within 90 days of filing of application to the Rent Court.

(b) Applications under clauses (d) and (g) of sub-section (2) of Section 21 shall be decided within 30 days of filing of application to the Rent Court.

Powers of Rent Court and Rent Tribunal.

35. (1) The Rent Court and the Rent Tribunal, for the purpose of discharging their functions under this Act, shall have the same powers as are vested in a Civil Court under the Code of Civil Procedure, 1908 for the purposes of,– Central Act V of 1908.

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of documents;

(c) issuing commissions for examination of the witnesses or documents;

(d) issuing commission for local investigation;

(e) receiving evidence on affidavits;

(f) dismissing an application or appeal for default or deciding it exparte;

(g) setting aside any order of dismissal of any application or appeal for default or any other order passed by it ex-parte;

(h) execution of its order and decisions under this Act without reference to any civil court;

(i) reviewing its orders and decisions;

(j) any other matter as may be prescribed.

(2) Any proceedings before the Rent Court or Rent Tribunal shall be deemed to be a judicial proceedings within the meaning of section 193 and 228, and for the purpose of section 196, of the Indian Penal Code 1860 and the Rent Court and the Rent Tribunal 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 XLV of 1860. Central Act 2 of 1974.

(3) For the purpose of holding any inquiry or discharging any duty under this Act, the Rent Court may –

(a) after giving not less than twenty-four hours notice in writing, enter and inspect or authorize any officer, subordinate to him, to enter and inspect, any premises at any time between sunrise and sunset;

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(b) by written order, require any person to produce for his inspection such books or documents relevant to the inquiry, at such time and at such place as may be specified in the order.

(4) The Rent Court may, if it thinks fit, appoint one or more persons having special knowledge of the matter under consideration as an assessor or valuer to advise it in the proceeding before it.

(5) Any clerical or arithmetical mistake in any order passed by the Rent Court or any other error arising out of any accidental omission may, at any time, be corrected by the Rent Court on an application received by it in this behalf from any of the parties or otherwise.

(6) The Rent Court may exercise the powers of a Judicial Magistrate of First Class for the recovery of the fine under the provisions of the Code of Criminal Procedure, 1973 and the Rent Court shall be deemed to be a Magistrate under the said Code for the purposes of such recovery.

Central Act 2 of 1974.

(7) An order made by a Rent Court or an order passed in appeal or revision, or review under this Chapter shall be executable by the Rent Court as a decree of a civil court and for this purpose, the Rent Court shall have the powers of a civil court.

(8) The Rent Court may set aside any order passed ex-parte if the aggrieved party files an application and satisfies it that notice was not duly served or that he was prevented by any sufficient cause from appearing when the case was called for hearing.

(9) Save as otherwise expressly provided in this Act, every order made by the Rent Court shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceedings.

Appeal to Rent Tribunal.

36. (1) From every final order passed by the Rent Court, an appeal shall lie to the Rent Tribunal, within the local limits of whose jurisdiction the premises is situated and such an appeal shall be filed within a period of thirty days from the date of final order along with a copy of such final order.

(2) The Rent Tribunal, upon filing an appeal under sub-section (1) shall serve notice, accompanied by copy of appeal to the respondent and fix a hearing not later than thirty days from the date of service of notice of appeal on the respondent and the appeal shall be disposed of within a period of one hundred and twenty days from the date of service of notice of appeal on the respondent.

(3) Where the Rent Tribunal considers it necessary in the interest of arriving at a just and proper decision, it may allow documents at any stage of the proceedings in appeal, however, this facility would be available to the applicants only once during the hearing.

(4) The Rent Tribunal may, in its discretion, pass such interlocutory order during the pendency of the appeal, as it may deem fit.

(5) (a) While deciding the appeal, the Rent Tribunal, after recording reasons therefor, confirm, set aside or modify the order passed by a Rent Court;

(b) The decision of the Rent Tribunal shall be final and no further appeal or revision shall lie against the order.

(6) On application of any of the parties and after notice to the parties and after hearing such of them as have desired to be heard, or of its own motion without such notice, the Principal Rent Tribunal may, at any stage, transfer any case from one Rent Court to any other Rent Court for disposal.

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(7) Where any case has been transferred under sub-section (6), the Rent Court to whom the case has been transferred subject to any special direction in the order of transfer, proceed from the stage at which it was transferred.

Execution of the order.

37. (1) The Rent Court shall, on application of any party, execute in the manner as may be prescribed, a final order of any other order passed under this Act by adopting any one or more of the following modes, namely:—

(a) delivery of possession of the premises to the person in whose favour the decision has been made;

(b) attachment and sale of the movable or immovable property of the opposite party;

(c) 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;

(d) appointing any advocate or any other competent person including officers of the Rent Court or local administration or local body for the execution of the order.

(2) The Rent Court may take the help from the local Government or local body or the local police for the execution of the final orders:

Provided that the help of police shall be obtained subject to payment of such cost by the litigants as may be decided by the Rent Court.

(3) The Rent Court 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 30 days from the date of service of notice on opposite party.

CHAPTER VII.

APPOINTMENT OF RENT AUTHORITIES,THEIR POWERS, FUNCTIONS AND APPEALS.

Appointment of Rent Authority.

38. The Collector shall, with the previous approval of the Government, appoint an officer, not below the rank of Deputy Collector to be the Rent Authority for the area within his jurisdiction to which this Act applies.

Power and procedure of Rent Authority.

39. The Rent Authority shall have the same powers as are vested in Rent Court under this Act, in any proceeding under sections 4, 9, 10, 14, 15 and 20 of the Act. The procedure as laid in section 34 and 37 of the Act shall be followed in disposal of such applications.

CHAPTER VIII.

MISCELLANEOUS.

Jurisdiction of civil courts barred inrespect of certain matters.

40. (1) Save as otherwise provided in this Act, no civil court shall entertain any suit or proceeding in so far as it relates to the provisions of this Act.

(2) The jurisdiction of the Rent Court shall be limited to tenancy agreement submitted to it as per First Schedule and the question of title and ownership of premises shall be beyond its jurisdiction.

Court-fees.

41. (1) The provisions of the Tamil Nadu Court-fees and Suits Valuation Act, 1955 shall apply in respect of applications or appeals to be presented before the Rent Court or Rent Tribunal or Rent Authority, as the case may be.

Tamil Nadu Act XIV of 1955.

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(2) The applications for recovery of possession made to the Rent Court and the memorandum of appeals presented before the Rent Tribunal shall be treated as suits between the landlord and the tenant for the purposes of computation of court-fees.

(3) The court-fees on the application filed before the Rent Authority shall be same as of an interlocutory application presented in a civil court.

Members, etc. to be public servants.

42. All members of Rent Court, Rent Tribunal and Rent Authority appointed under this Act shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code, 1860.

Central Act XLV of 1860.

Members, etc. to be under the control of High Court.

43. The members of Rent Court and Rent Tribunal shall function under the administrative and disciplinary control of the High Court.

Protection of action taken in good faith.

44. No suit, prosecution or other legal proceeding shall lie against any Rent Court or Rent Tribunal or Rent Authority in respect of anything which is in good faith done or intended to be done in pursuance of this Act.

Power to make rules.

45. (1) The Government may, by notification, make rules for carrying out all or any of the purposes of this Act.

(2) (a) All rules made under this Act shall be published in the *Tamil Nadu Government Gazette*, and unless they are expressed to come into force on a particular day, shall come into force on the day on which they are so published.

(b) All notifications issued under this Act shall, unless they are expressed to come into force on a particular day, come into force on the day on which they are published.

(3) Every rule made or notification or order issued under this Act shall, as soon as possible, after it is made or issued, be placed on the table of the Legislative Assembly, and if, before the expiry of the session in which it is so placed or the next session, the Legislative Assembly makes any modification in any such rule or notification or order or the Legislative Assembly decides that the rule or notification or order should not be made or issued, the rule or notification or order shall thereafter have effect only in such modified form or be of no effect, as the case may be, so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule or notification or order.

Power to remove difficulties.

46. If any difficulty arises in giving effect to the provisions of this Act, the Government may, as occasion requires, by order, not inconsistent with the provisions of this Act, do anything which appears to be necessary or expedient for the purpose of removing the difficulty:

Provided that no such order shall be made after the expiry of two years from the date of commencement of this Act.

Repeal and savings.

47. (1) The Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 is hereby repealed.

Tamil Nadu Act 18 of 1960.

(2) Notwithstanding such repeal and subject to the provisions of this Act, all cases and other proceedings under the said Act pending, at the commencement of this Act, shall be continued and disposed of in accordance with the provisions of the said Act, as if the said Act had continued in force and this Act had not been passed:

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Provided that the plaintiff within a period of 180 days of coming into force of this Act shall be entitled to withdraw any suit or appeal or any other proceeding pending under the repealed Act with liberty to file fresh application in respect of the subject matter of such suit or appeal or any other proceeding under and in accordance with the provisions of this Act, and for the purposes of limitation, such application if it is filed within a period of 270 days from the commencement of this Act be deemed to have been filed on the date of filing of the suit which was withdrawn and in case of withdrawal of appeal or other proceedings on the date on which the suit was filed out of which such appeal or proceeding originated.

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THE FIRST SCHEDULE.

(*See* section 4)

FORM FOR INFORMATION OF TENANCY.

To,

The Rent Authority

_____

_____ (*Address)*

1. Name and Address of the Landlord :
2. Name and Address of the Property Manager (if any) :
3. Name(s) and Address of the Tenant, including email id and contact details :
4. Description of previous tenancy, if any :
5. Description of premises let to the tenant including appurtenant land, if any :
6. Date from which possession is given to the tenant:
7. Rent payable as in section 6:
8. Furniture and other equipment provided to the tenant :
9. Other charges payable :
   (a) Electricity :
   (b) Water :
   (c) Extra furnishing, fittings and fixtures :
   (d) Other services :
10. Attach rent/lease agreement, if any :
11. Duration of tenancy (Period for which let) :

Name and Signature of Landlord

Name and Signature of Tenant

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THE SECOND SCHEDULE.

[See section 15 (1)]

DIVISION OF MAINTENANCE RESPONSIBILITY BETWEEN THE LANDLORD AND THE TENANTS.

As per section 15, the landlord shall be responsible for repairs relating to matters falling under Part A and the tenant shall be responsible for matters falling under Part B.

PART A

Responsibilities of the Landlord

1. Structural repairs except those necessitated by damage caused by the tenant.
2. Whitewashing of walls and painting of doors and windows.
3. Changing and plumbing pipes when necessary.
4. Internal and external electrical wiring and related maintenance when necessary.

PART B

Periodic repairs to be got done by the tenant

1. Changing of tap washers and taps.
2. Drain cleaning.
3. Water closet repairs.
4. Wash Basin repairs.
5. Bath tub repairs.
6. Geyser repairs.
7. Circuit breaker repairs.
8. Switches and socket repairs.
9. Repairs and replacement of electrical equipment except major internal and external wiring changes.
10. Kitchen fixtures repairs.
11. Replacement of knobs and locks of doors, cupboard, windows etc.
12. Replacement of fly nets.
13. Replacement of glass panels in windows, doors etc.
14. Maintenance of gardens and open spaces let out to or used by the tenant.

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THE THIRD SCHEDULE.

[*See* section 22 (1)]

SPECIAL CATEGORY OF LANDLORDS.

Special category of landlords specified in sub-section (1) of section 22 are as follows :-

1. Persons allotted residential premises by their employers and asked to vacate the same due to termination of service or change in rules or for any other reason.
2. Persons released or retired from Government Service including Armed Force or Air Force or Navy or Paramilitary Forces.
3. Widows, divorcee or single woman.
4. Person with disabilities.
5. Person who is of the age of sixty years and above.

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STATEMENT OF OBJECTS AND REASONS

While launching "Housing for All" Mission, Government of India recommended to repeal the Rent Control Act and replace it with new legislation on the line of Model Tenancy Act, suggested by the Government of India as one of the mandatory conditions to be fulfilled by the State. To fulfil this mandatory condition, legislation has to be undertaken.

2. The purpose of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 Tamil Nadu Act 18 of 1960 was to regulate the rent as well as give powers to the Government to take certain properties on rent at fair rent even against the wish of the property owner if it was desirable in the interest of the State or required by the Government. These provisions made long back when supply of rental accommodation was limited, real estate business had not evolved and properties were vested in the hands of very few people.

3. Now the scenario has changed. Robust real estate and availability of enough housing stock makes the existing rent control Act out of place. The existing Act has created lot of vested interest against the landlords. Further, the supply of the rental housing and growth of rental housing market has been severely affected leading to growth of slums in absence of sufficient stock of rental houses. To tackle the problem, the new Law has to be enacted for the State, after repealing the existing Tamil Nadu Building (Lease and Rent) Control Act, 1960.

4. The Government have decided to enact the Tamil Nadu Regulation Of Right And Responsibilities Of Landlords And Tenants Act, 2017 on the lines of the mode bill suggested by the Government of India. The new Law aims to regulate the rent as per the terms and conditions of the agreement to be entered into between the owner of the premises and the tenant. It also aims to balance the rights and responsibilities of the landlord and the tenant and provide regulation of the rent as per the agreement.

5. The Bill seeks to give effect to the above decision.

UDUMALAI K. RADHAKRISHNAN,
Minister for Housing and
Urban Development.

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MEMORANDUM REGARDING DELEGATED LEGISLATION

Clauses (3), 3(e), 4(3), 4(6), 12, 14(1), 21(2)(b), 22(2), 24(2), 31(1), 31(2), 32(1), 34(1) 35(1)(i), 37(1) and 45 of the Bill authorizes the Government to make rule or to issue notification or order, as the case may be, for the purposes specified therein.

2. The powers delegated are normal and not of an exceptional character.

UDUMALAI K. RADHAKRISHNAN,
Minister for Housing and
Urban Development.

K. BOOPATHY,
Secretary (In-charge).

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Under Rule 130 of the Tamil Nadu Legislative Assembly Rules, the following Bill which was introduced in the Legislative Assembly of the State of Tamil Nadu on 14th July, 2017 is published together with Statement of Objects and Reasons for general information:—

L.A. Bill No. 39 of 2017.

A Bill further to amend the Tamil Nadu Slum Areas (Improvement and Clearance) Act, 1971.

BE it enacted by the Legislative Assembly of the State of Tamil Nadu in the Sixty-eighth Year of the Republic of India as follows:-

Short title and commencement.

1. (1) This Act may be called the Tamil Nadu Slum Areas (Improvement and Clearance) Amendment Act, 2017.

(2) It shall be deemed to have come into force on the 10th day of March 1997.

Tamil Nadu Act 11 of 1971.

Amendment of section 35.

2. In section 35 of the Tamil Nadu Slum Areas (Improvement and Clearance) Act, 1971 (hereinafter referred to as the principal Act),_

(1) in sub-section (1), for the expression “a Chairman”, the expression “a Chairman, a Managing Director” shall be substituted;

(2) in sub-section (2), for the expression “The Chairman”, the expression “The Chairman, the Managing Director” shall be substituted;

(3) after sub-section (2), the following sub-section shall be inserted, namely:-

“(2A) The Managing Director shall be the Chief Executive Officer of the Board.”

Amendment of section 37.

3. In section 37 of the principal Act, sub-section (2) shall be omitted.

Validation.

4. Notwithstanding anything contained in the principal Act,-

(a) anything done or any action taken by the Managing Director of the Tamil Nadu Slum Clearance Board during the period commencing on the 10th day of March 1997 and ending with the date of publication of the Tamil Nadu Slum Areas (Improvement and Clearance) Amendment Act, 2017 in the *Tamil Nadu Government Gazette* shall be deemed to have been done or taken under the principal Act, as amended by this Act;

(b) any meeting of the Tamil Nadu Slum Clearance Board held during the period commencing on the 10th day of March 1997 and ending with the date of publication of the Tamil Nadu Slum Areas (Improvement and Clearance) Amendment Act, 2017 in the *Tamil Nadu Government Gazette* in which the Managing Director had participated shall for all purposes be deemed to be and to have always been validly held in accordance with law as if the principal Act as amended by this Act had been in force at all material times and any act done or decision taken or proceeding conducted in such meeting shall not be liable to be questioned in any court of law.

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STATEMENT OF OBJECTS AND REASONS.

At present, there is no provision in the Tamil Nadu Slum Areas (Improvement and Clearance) Act, 1971 (Tamil Nadu Act 11 of 1971) for appointment of the Managing Director to the Tamil Nadu Slum Clearance Board and to act as Member of the Board. However, the Managing Director of the said Board had been acting as one of the Members of the said Board with effect from 10th March, 1997 and he has also been exercising the powers and performing the duties of Chief Executive Officer of the said Board. As the services of the Managing Director to the said Board on whole time basis are absolutely necessary, the Government have decided to include Managing Director as Member of the Board as well as Chief Executive Officer of the said Board and designate the Secretary in the Board as Secretary to the Board. Accordingly, it has been decided to amend the said Tamil Nadu Act 11 of 1971 for the above said purpose and also to validate the participation of the Managing Director in the meeting of the Board and action taken by him.

2. The Bill seeks to give effect to the above decision.

UDUMALAI K. RADHAKRISHNAN,
Minister for Housing and
Urban Development Department.

K. BOOPATHY,
Secretary (In-charge).

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