



htestates

LAW BOOK

Sunil Tyagi

I recently became aware that my tenant has sub-let my property to a third party, without taking my consent. Can he do so?

—Anand Sharma

From the facts provided, it is not clear whether or not the lease deed contains a clause prohibiting the lessee from further sub-letting the property during the lease term.

In case there is no express stipulation in the lease deed which prohibits the lessee from further sub-letting the property, the lessee is entitled to sub-let the premises.

In his will, my deceased father had bequeathed entire ownership of a vacant plot in favour of my minor son. We are now keen to sell the plot and invest the sale proceeds in a new property. Can we do so? If so, how should we proceed?

—Vijay Ahuja

As your minor son is currently the absolute and sole owner of this property, it can only be transferred after you (as natural guardian) obtain prior permission from courts to do so.

Depending on the facts and circumstances of the case, the court may permit transfer of the property on conditions as the court may deem fit, or may not permit such transfer if it may endanger the welfare and

interests of the minor.

I had given my commercial property on lease for a total term of nine years. Even though the initial two years of the lease term was mutually agreed as a lock-in period in the lease deed, the tenant recently served me with a notice for terminating the lease, on the premise that the lease deed is an unregistered document. As only one year of the lease has expired, what recourse can I take against the tenant?

—Karan Katyal

As the lease deed in question has not been duly registered, the tenancy that was created is a month-to-month tenancy, wherein either party may terminate the lease at any time with prior notice, irrespective of lease term and lock-in period provisions agreed to in the lease deed.

Hence, subject to other facts and circumstances, your lessee may be entitled to terminate the lease during the lock-in period.

The author is a senior partner at Zeus Law, a corporate commercial law firm. One of its areas of specialisations is real estate transactional and litigation work.

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