



htestates law book

SUNIL TYAGI

The tenant of my property is overstaying despite the fact that the lease term had expired some weeks ago. I have given him numerous notices, asking him to vacate, but to no avail. Should I forcibly evict him?

— Jitesh Rathore

Despite the fact that your tenant has not vacated the property even after expiration of the lease term and the notice period, you cannot forcibly evict the tenant. Nevertheless, you are entitled to seek eviction of the tenant by filing an eviction suit, if the tenancy is not covered under Delhi Rent Control Act, 1958, in the competent civil court.

I had entered into an agreement to sell to purchase a flat last year. As per the terms of the agreement, it was agreed that the sale deed would be executed within one year from the date of the agreement. More than a year has gone by and the owner has been delaying the execution of sale deed on one ground or the other. Can I file a suit for specific performance even though our agreement is silent on this aspect?

—ML Malik

Even though the agreement to sell in your favour does not contain an explicit clause on your right to sue for specific performance, you are nevertheless entitled in law to seek the relief of specific performance and to get the sale deed executed in your favour.

I had taken a loan by mortgaging my house to the lender in October 2014. As per the terms

of the mortgage deed the possession of the house was transferred to the lender till the repayment of the loan amount. Now I have repaid the entire loan amount to the lender, but the lender has not yet returned the possession of my property to me. It has been almost two years. Am I still entitled to file a suit for the possession of the property?

—Jayant Rikhi

As per the Limitation Act, 1963, you are entitled to file a suit for redemption that is a suit for recovery of possession, within three years from the date you have repaid the loan amount to the lender.

I have booked an apartment in an under constructed group housing project in Gurgaon along with my son who is 21 years old. Now I wish to make my wife the co-owner in place of my son. Can this be done?

— Sangit Shah

The substitution of your wife in place of son depends on the allotment terms/buyer agreement and also that your son has no objection to such substitution. If substitution or transfer is permissible under allotment/booking terms, you may apply to the developer to make any person as the new co-owner.

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