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law book

SUNIL TYAGI

I am a resident of Delhi but I am presently staying in Pune. I have a self-acquired property in Delhi which I had leased out to a tenant. He has informed me that a new electric meter needs to be installed in the property as the old one is giving a faulty reading. It is not possible for me to take leave from work. Is it safe to give a power of attorney to the tenant for doing the needful?

– Tanvi Gupta

You may execute a special power of attorney in favour of your tenant to provide him authority for acting in your behalf for the specific purpose of replacement of the old faulty electric meter and the installation of a new electric meter in your premises in your name.

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

– Ramesh Chander

Despite the fact that your tenant has not vacated the property even after expiry of the lease term and the notice period, you cannot forcefully 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 to sell, it was agreed that the sale deed would be executed within one year from the date of the agreement to sell. It has been

more than a year and the owner has been delaying the execution of the 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?

– Shivang Mehta

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 under the 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?

– Sudhir Chopra

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

The author is a senior partner, ZEUS Law Associates, a corporate commercial law firm. One of its areas of specialisation is real estate transactional and litigation work. If you have any queries, email us at hrestates@hindustantimes.com

