



FACULTY OF JURIDICAL SCIENCES

COURSE: LL.B. 1st Semester

SUBJECT: Law of Property

SUBJECT CODE: LL. B.104

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Lecture-29



Rights and liabilities of Lessor and lessee: (Sec.108)

Rights of the lessor are:

1. A lessor has a **right to recover the rent** from the lease which was mentioned in the lease agreement.
2. Lessor has a **right to take back the possession** of his property from the lessee if the lessee commits any **breach of condition**.
3. Lessor has a **right to recover the amount of damages** from the lessee if there is any damage done to the property.
4. Lessor has a **right to take back the possession** of his property from the lessee on the **termination of the lease term** prescribed in the agreement.

Liabilities of the lessor:

1. The lessor has to **disclose any material defect** relating to the property which the lessee does not know and cannot with ordinary supervision find out.
2. Lessor is **bound by the request** of the lessee to give him the **right of possession** over his property.
3. Lessor can enter into a **contract** with the lessee if he agrees to abide by all terms and conditions prescribed in the agreement, he can enjoy the property for the rest of the time period without any interference with an **obligation to pay the rent later on**.

Rights of the lessee:

1. During the period lease is in effect if any **alteration** is made (alluvion for the time being in force) then that alteration will **come under that same lease**.
2. If a significant part of the property that has been leased is destroyed wholly or partly by fire, by flood, by war, by the violent acts of the mob or by any other means resulting in its inefficiency of being a benefit for the lessee. If this happens, the lease is voidable at his option.

There is a proviso to this section that states if the damage is done due to any act of the lessee himself, this remedy will not be available for him.

1. Lessee has the right to deduct any expenses he has made for repairs in the property from the rent if the lessor has failed to in reasonable time.
2. Lessee has a right to recover any such payment which a lessor is bound to make by can deducting it from the interest of the rent or directly from the lessor. He has this right when the lessor has neglected to make that required payment.
3. Lessee has a right to detach all things that he may have attached in the property or earth. His only obligation is that he has to leave the property in the same condition as he received it.
4. When a lease is of unspecified duration in the lease agreement, lessee or his legal representative have a right to collect all the profits or benefits from the crops which were sown by the lessee at that property. They also have a right of free ingress and egress from such property even if the lease ends.
5. Lessee has a right to transfer absolutely the property or any part of his interest in that property by sub-leasing or through mortgaging. Lessee is not independent of the terms and conditions mentioned in the lease agreement.

Liabilities of the lessee:

1. Lessee is under an obligation to disclose all related material facts which are likely to increase the value of the property for which the lessee has an interest in and the lessor is not aware of.
2. Lessee is under an obligation to pay the rent or premium which is settled upon in the agreement to the lessor or his agent within the prescribed time.
3. Lessee is under an obligation to maintain the property in the condition that he initially got the property on commencement of the lease and he has to return it in the same condition.
4. If lessee gets to know about any proceedings relating to the property or any encroachment or any interference, then lessee is under an obligation to give notice to the lessor.

5. Lessee has a right to use all the assets and goods which are on the property as an owner would use which is preserving it to the best of its nature. He is although under obligation to prevent any other person from using that asset or good for any other purpose from what was prescribed in the lease agreement.
6. The lessee cannot attach any permanent structure without the consent of the lessor except for the purpose of agriculture.
7. Lessee is under an obligation to give the possession of the property back to the lessor after the expiry of the prescribed term of the lease.

MCQ

1. In which section of the Transfer of Property Act the provisions regarding rights and liabilities of lessor and lessee are provided?

- (a) Section 107
- (b) Section 108
- (c) Section 109
- (d) Section 110

2. Rights of the lessor are:

- (a) A lessor has a **right to recover the rent** from the lease which was mentioned in the lease agreement.
- (b) Lessor has a **right to take back the possession** of his property from the lessee if the lessee commits any **breach of condition**.
- (c) Lessor has a **right to recover the amount of damages** from the lessee if there is any damage done to the property.
- (d) All of the above

3. Liabilities of the lessor:

- (a) The lessor has to **disclose any material defect** relating to the property which the lessee does not know and cannot with ordinary supervision find out.
- (b) Lessor is **bound by the request** of the lessee to give him the **right of possession** over his property.
- (c) Lessor can enter into a **contract** with the lessee if he agrees to abide by all terms and conditions prescribed in the agreement, he can enjoy the property for the rest of the time period without any interference with an **obligation to pay the rent later on**.
- (d) All of the above

4. Rights of the lessee are

- (a) During the period lease is in effect if any **alteration** is made (alluvion for the time being in force) then that alteration will **come under that same lease**.
- (b) If a significant part of the property that has been leased is destroyed wholly or partly by fire, by flood, by war, by the violent acts of the mob or by any other means resulting in its inefficiency of being a benefit for the lessee. If this happens, the lease is voidable at his option.
- (c) Both (a) and (b)
- (d) None of the above

5. Liabilities of the lessee are

- (a) Lessee is under an obligation to disclose all related material facts which are likely to increase the value of the property for which the lessee has an interest in and the lessor is not aware of.
- (b) Lessee is under an obligation to pay the rent or premium which is settled upon in the agreement to the lessor or his agent within the prescribed time.
- (c) Lessee is under an obligation to maintain the property in the condition that he initially got the property on commencement of the lease and he has to return it in the same condition.
- (d) All of the above