

**(1978) 01 MAD CK 0003**  
**In the Madras High Court**  
**Case No : C.R.P. No. 1718 of 1975**

|                                |    |            |
|--------------------------------|----|------------|
| D. Nagalakshmi and others      | Vs | APPELLANT  |
| Kalimuthu Padayachi and others |    | RESPONDENT |

---

**Date of Decision :** 18-01-1978

**Acts Referred:**

Tamil Nadu Cultivating Tenants Arrears of Rent (Relief) Act, 1972 — Section 3

**Citation :** (1978) 01 MAD CK 0003

**Hon'ble Judges :** Suryamurthy, J

**Bench :** Single Bench

**Advocate :** M. Srinivasan, for the Appellant; T.R. Srinivasan for 1st Respt., for the Respondent

---

## Judgement

Suryamurthy, J.—This is a Civil Revision Petition against the order of the learned District Munsif of Kumbakonam allowing I.A. No. 300 of

1973 filed by the first respondent who was the defendant in O.S. No 655 of 1971 on the file of the District Munsif's Court, Kumbakonam

instituted by the revision petitioners for recovery of Rs. 1.916 49 towards the arrears of rent for faslis 1376, 1377, 1378 and 1379. The

respondent deposited a sum of Rs. 1,222.22 as rent payable for fasli 1381 (1971-72) and, claiming the benefits of S. 3 of the Tamil Nadu

Cultivating Tenants Arrears of Rent (Relief) Act, 1972 (to be hereafter referred to as the Act), filed I.A. No. 300 of 1973 for dismissing the suit.

This I A. was originally dismissed on 12th April, 1973 and the suit was decreed for Rs. 1,515.97. C R P. No. 2372 of 1973 filed against the

order dismissing I.A. No. 300 of 1973 was allowed by this Court and the matter was remanded for reconsideration. Thereafter on 16th October,

1974 the learned District Munsif allowed I.A. No. 300 of 1973 and dismissed the

suit. The points for determination now are whether the payment of Rs. 12,22.22 towards the rent for fasli 1371 is the correct amount of rent for fasli 1371 and even if it were so whether the payment of rent for fasli 1371 for the holding in the enjoyment of the tenant at that time can be deemed to be a valid deposit or payment of rent within the meaning of S.3 of the Act, which would have the effect of wiping out the entire arrears claimed by the landlords.

2. During the period prior to fasli 1381, the tenant was in possession and enjoyment of an extent of 5 acres and 31 1/2 cents. As a result of proceedings under the Tamil Nadu Land Reforms (Fixation of Ceiling on Lands) Act (Act LVIII of 1961), the tenant was deprived of an extent of 99 cents of land and thereafter the tenant continued to cultivate only an extent of 4 acres 31 1/2 cents of land. In F.R. No. 37 of 1967 on the file of the Rent Court, Kumbakonam, fair rent for the entire extent of 5 acres 31 1/2 cents was fixed at 110 kalams and 1 marakkal. The tenant paid and deposited in all a sum of Rs. 1,22,222 for fasli 1381 in 1971 as the proportionate rent payable by him for the extent in his possession, valuing paddy at the rate of Rs. 14/- per kalam.

3. The learned District Munsif found that this payment of Rs. 1,222.22 was the correct payment and that by this payment the tenant has wiped out the entire arrears claimed by the landlords. This view of the learned District Munsif cannot be sustained. The holding for which the plaintiffs have claimed arrears of rent was a different holding from the holding for which the tenant paid and deposited the total sum of Rs. 1,222.22 claiming the same to be the rent for the year 1971. The arrears claimed by the landlords are for an extent of 5 acres and 31 1/2 cents for the years prior to the year 1971, i.e., for the period from 1966 to 1969. The rent paid by the tenant is for the extent of only 4 acres and 31 1/2 cents.

4. In C.R.P. No 2428 of 1973 of 1974 and 3171 of 1974 N. S. Ramaswami, J, has considered a case arising out of a similar situation and has observed that "the original holding is not in the possession of the tenant and even though he is in possession of 4.68 acres out of the original holding he cannot be heard to say that the arrears of rent for any part of the original holding (24.82 acres) is wiped out by payment of the current rent (for 4.68 acres)". Repelling the contention that "as S.3 does not say that all arrears

of rent payable in respect of a holding but simply says that all arrears of rent payable shall stand discharged", the learned judge has held that: even though the word "holding" is not mentioned in S.3 wherever "rent" is mentioned, that can possibly have reference only to a particular holding.

Supposing a tenant cultivates under two separate lease agreements, two separate holdings situate at two different places, though of the same landlord, he cannot be heard to say that by depositing the current rent for one holding, the arrears even in respect of the other holding shall stand discharged. In the present case the tenant's holding after 12th May, 1970 is certainly different from that prior to that date. By operation of statute (Act 58 of 1961) a different tenancy came into existence from 12th May, 1970. The extent of 4.68 acres allowed to be retained by the tenant after 12th May, 1970 was no doubt part of the original holding of 24.82 acres, but then it was an inseparable part. For the entire 24.82 acres, there was one tenancy agreement and one rent (of 400 kalams of paddy and 50 bundles of straw). That holding and rent ceased to exist after 12th May, 1970. The apportionment of rent made after 12th May, 1970 has nothing to do with the rent payable prior to that date. By depositing the apportioned rent as current rent for 4.68 acres which is a different holding than the original one, the tenant cannot be heard to say that any part of the rent for the original holding (prior to 12th May, 1970) stood discharged. It is no good saying that the tenant has been a tenant of the extent of 4.68 acres throughout, for, prior to 12th May, 1970 the said extent had no separate existence and it was part and parcel of a different holding".

5. I am in respectful agreement with the view of the learned Judge. The ratio of that case is applicable on all fours to the instant case. The holding for which the landlords claimed arrears of rent consisted of 5 acres and 31 1/2 cents for which fair rent had been fixed at 110 kalams and 1 marakkal of paddy per annum. The holding for which the tenant has paid or deposited the sum of Rs. 1,222.22 is an extent of 4 acres and 31 1/2 cents. Therefore the payment of Rs. 1,222.22 by the tenant to the landlords towards what he calls the proportionate rent payable in kind by him does not entitle him to claim the benefits of S. 3 of the Act. The value of paddy has been calculated at Rs 14/- per kalam even though the landlords claim the value of paddy at Rs. 25/- per kalam, for the purpose of

ascertaining the amount payable by the tenant towards the proportionate rent payable by him for the extent in his holding. Even on the basis of the value at which the price of paddy has been calculated the payment of the sum of Rs. 1,222 22 does not represent the actual amount payable by the tenant. As noted already, the fair rent payable for an extent of 5 acres and 31 1/2 cents was fixed at 110 kalams and 1 marakkal of paddy. The proportionate rent payable for 4 acres and 31 1/2 cents of land would, therefore, be 94 kalams and 10 marakkals of paddy. Taking the price of paddy as Rs. 14/-per kalam, the amount payable by the tenant would be Rs. 1,325/- and odd. Therefore, there was no valid and proper payment of rent for the year 1971 even according to the case of the tenant himself. Therefore, by such payment he cannot claim that the arrears payable by him for the years 1966 to 1969 have been wiped out by reason of the provisions of S.3 of the Act. Hence the Civil Revision Petition is allowed with costs and the order of the learned District Munsif of Kumbakonam in I.A. No. 300 of 1973 is set aside.