(1980) 07 KL CK 0008

In the High Court Of Kerala

Case No : C.R.P. No. 3984 of 1977-F

Gopalakrishna Kurup — APPELLANT

Vs

Narayana Ayyan and Others — RESPONDENT

Date of Decision : 17-07-1980

Acts Referred:

Kerala Land Reforms (Tenancy) Rules, 1970 — Rule 142, 142(1), 142(2), 142(3)
Kerala Land Reforms Act, 1963 — Section 106, 106(A)

Citation : (1980) 07 KL CK 0008

Hon'ble Judges : P. Janaki Amma, J

Bench : Single Bench

Advocate : C.K. Sivasankara Panicker and P.G. Parameswara Panicker, for the Appellant; S. Venkatarajan and M.K. Stanly, for the Respondent

Final Decision : Dismissed

Judgement

Janaki Amma, J.—The Respondent in O.A. No. 243 of 1972, on the file of the Land Tribunal, Ernakulam, is the revision Petitioner. That petition was filed u/s 106(A) of the Kerala Land Reforms Act for revision of the rent in respect of a property having an extent of 76 cents within the Perumbavoor Municipality. The property was leased to the revision Petitioner on 5th June 1958 on a rental of Rs. 40 per-month for conducting a sawmill. The first Respondent in the revision petition who has got a life interest in the property is insane and is represented by his brother the second Respondent as guardian. In the petition filed on 1st February 1970 the Respondents sought enhancement of the monthly rent to Rs. 200 on the allegation that properties let for similar purposes would fetch rent at that rate. The revision Petitioner raised several contentions, most of which are unnecessary for the purpose of this revision petition.

2. The Land Tribunal overruled the objections and held that the application was maintainable and that the Respondent should pay revised rent at the rate of Rs. 200 per month. An appeal was filed before the Appellate Authority. The Appellate Authority confirmed the decision. The present revision petition is filed challenging

the above order.

3. The property involved abuts the M.G. Road. There are lanes on the southern and the northern sides. The lease in favour of the revision Petitioner commenced in the year 1955. He put up the necessary buildings and has been conducting a sawmill ever since. It was under Ext. A-1 lease deed of 1958 that the rent was fixed at Rs. 40. Reliance was placed by the Respondent on Exts. A-1 to A-7 in order to show that the property is capable of fetching a higher rent. Ext. A-2 is a vadakachit executed by Artisans Co-operative Industrial Society on 13th July 1964. The property lies close to the sawmill on the north. The extent of the property is 1 cent 300 square links on, the road tide and the rent fixed is Rs. 20 per month. According to the Respondent, if the rent is fixed at the above rate his property should fetch Rs. 1,170 per mensem. Ext. A-3, a rent deed executed in respect of a petrol bunk on 12th March 1946, was renewed under Ext. A-4 in the year 1961, and again under Ext. A-5 in the year 1972. The rent originally fixed under Ext. A-3 was Rs. 20 per month. It was enhanced under Ext. A-4 to Rs. 100 per month and under Ext. A-5 to Rs. 200 per month. This property lies a furlong away on the Alwaye-Munnar Road. Ext. A-7 is the sale deed of a property having an extent of 10 cents situated 150 feet away from the sawmill property. The document was executed on 13th November 1965. The consideration under Ext. A-7 is Rs. 1,000 percent. This was relied upon to show that the market value of the property has risen considerably in the locality. According to the Respondent, the property involved in the case would also fetch the same price. Reliance was also placed on the oral testimony of P.Ws. 1 to 3 in order to show that the enhanced rent claimed for the property is only reasonable. Exts. B-1 to B-3 are extracts from the building tax assessment register of the Perumbavoor Municipality showing the assessment for the sawmill building and land. The annual value was Rs. 360 in 1961-62; Rs. 900 in 1967-68 and Rs. 1,360 in 1972-73. Apart from these documents there is only the testimony of the Respondent against the claim for enhancement. The Land Tribunal and the Appellate Authority fixed the rent at Rs. 200 on an appraisal of the evidence. The Land Tribunal held that taking into account the location of the property and its extent, it may fetch a value of Rs. 76,000 and that if this amount is invested it may fetch an income of more than Rs. 200 per month. The Land Tribunal also held that having regard to the prevailing conditions, Rs. 200 per month would be reasonable rate of rent for the property. This finding was upheld by the Appellate Authority.

4. On behalf of the revision Petitioner reliance was placed on Sub-rule (3) of Rule 142 of the Kerala Land Reforms (Tenancy) Rules, which deals with refixation of rent in respect of leases for commercial and industrial purposes. Sub-rule (1) of the above said rule provides for an application to be made to the Land Tribunal for refixation of rent. Sub-rule (2) lays down the procedure and Sub-rule (3) mentions the principles underlying the fixation. Sub-rule (3) states that in passing orders under Sub-rule (2) the Land Tribunal shall have regard to the rates of rent prevailing in the locality in respect of lands used for similar

purposes. The contention of the revision Petitioner is that the expression "lands used for similar purposes" would connote lands used for the same purpose as the one for which the land in question is leased. According to the revision Petitioner, it was incumbent for the Respondent to produce documents or other evidence showing that a property situated in the neighbourhood and leased for a sawmill, would fetch an enhanced rent. In the absence of such evidence, it was argued, the order enhancing the rent to Rs. 200 was unsustainable.

5. The interpretation suggested does not fit in with the sense in which the word "similar" is ordinarily understood. To accept the argument that the Land Tribunal should take into account only the rent of land used for running a sawmill would be to treat the word "similar" on a par with the word "same" which could not have been the intention of the Legislature. The expression "similar" "purposes" in common parlance means "like purposes" or "purposes of the same kind". The expression has to be understood in contradistinction with the expression "identical purpose" and in the context or setting in which it is used. It is pertinent to note that Section 106 deals with lands leased to commercial and industrial purposes. The headings of Section 106 and Rule 142 contain the expression "commercial and industrial purposes". It is well recognised principle of interpretation of statutes that even though the headings prefixed to a Section cannot control the plain words of a Statute, they can be used as a key to the interpretation of the Section and for explaining ambiguous words. If that is so, 4he expression similar purposes in Rule 142(3) should mean commercial or industrial purposes as the case may be, referred to in Section 106 and in the heading to Rule 142. It follows that the revision of rent should be fixed on the basis of the importance or utility of the land in question for either industrial or commercial purposes. If so understood, there is nothing wrong in the Land Tribunal taking into account the market value of the property situated closeby, and also the rent that is being fetched by properties, which are used for industrial or commercial purposes. There is also no case and it is not also made out that a property put to use for the purpose of a sawmill would fetch only less rent than that used for other industrial or commercial purposes.

There are therefore no grounds made out for interference with the concurrent finding of the Land Tribunal and the Appellate Authority. The revision petition is, accordingly, dismissed. I make no order as to costs.