
(2003) 09 AP CK 0078
In the Andhra Pradesh High Court
Case No : CRP No. 3655 of 1999

Kamireddy Venkataramana Reddy

APPELLANT

Vs

Appellate Authority under A.P. (A.A) Tenancy Act, 1956 and
Others

RESPONDENT

Date of Decision : 10-09-2003

Acts Referred:

Andhra Pradesh (Andhra Area) Tenancy Act, 1956 — Section 10

Citation : (2003) 6 ALD 894 : (2003) 2 AnWR 631 : (2004) 1 APLJ 116

Hon'ble Judges : B. Prakash Rao, J

Bench : Single Bench

Advocate : O. Manohar Reddy, for the Appellant; C. Kodandaram, for the Respondent

Final Decision : Allowed

Judgement

B. Prakash Rao, J.—Heard both sides.

The petitioner in this revision, who is landlord, seeks to assail the orders in A.T.A.No. 3 of 1991 dated 12-7-1999 on the file of District Judge, Anantapur reversing the orders passed by the Special Officer-cum-District Munsif, Anantapur in A.T.P. No. 8 of 1984 dated 18-6-1991 in persuasion of an application filed by the respondent herein u/s 16 of Andhra Pradesh (Andhra Area) Tenancy Act read with Rule 19 of Andhra Pradesh (Andhra Area) Tenancy Rules, 1980 for declaration that he is the tenant in perpetuity in respect of the petition schedule property and for consequential permanent injunction from his forcible eviction by the landlord.

2. The facts in brief are - that the schedule property originally belongs to one Chinna Narasappa and he was cultivating the land as a tenant on yearly lease prior to 1975. The said Narasappa executed a lease deed dated 5-4-1975 in favour of the tenant for one year on an annual rent of Rs. 1,000/- and he has been continuously cultivating the schedule property. Again on 16-2-1983, the

landlord executed a registered lease deed in respect of the schedule property on an annual rent of Rs. 2,000/- for a period of five years and the tenant paid some amount as advance. In the circumstances, the tenant filed the present application.

3. The said application was contested by the landlord, inter alia., denying the claim on the ground that the petitioner/tenant was not the tenant at all and the question of recognising him as a tenant in perpetuity does not arise. The alleged lease deeds dated 5-4-1975 and 16-2-1983 were denied. The landlord claims that he became the rightful owner of the petition schedule property by virtue of a registered gift deed dated 26-12-1980 executed by Late Narasappa and ever since he has been in possession and enjoyment of the property.

4. The Primary Tribunal, after conducting enquiry on the points at issue and after considering the evidence, both oral and documentary on record, rejected the claim of the tenant stating that there are no valid reasons for declaring him as a tenant in perpetuity. However, on appeal, the lower Appellate Tribunal, considering the evidence and material on record and especially placing reliance on Ex. A.2 lease deed dated 16-2-1983 and the recitals contained therein to the effect that the tenant was in possession as a lessee since the year 1975, held that he is entitled for a declaration that he is a tenant in perpetuity and accordingly allowed the appeal and consequently allowed the application filed by the tenant.

5. Sri O. Manohar Reddy, the learned Counsel for the appellant herein submitted that u/s 10 of the Andhra Pradesh (Andhra Area) Tenancy Act, 1956, a person to be declared as a tenant in perpetuity, the lease, under which he claims, should be subsisting one on the date of commencement of the Andhra Pradesh (Andhra Area) Tenancy (Amendment) Act, 1974 and it should be for a minimum period of six years. Apart from that, the lease shall be in writing and shall specify the holding, its extent and the rent payable therefor. The lease should also be registered one and stamped as required under law. In the present case, there being no such lease and mere recitals in Ex. A.2 lease deed would not confer any right as such.

6. Sri C. Kodandaram, the learned Counsel for the respondent herein contended that having regard to the recitals contained in Ex. A.2 lease deed which dates back, the lease to the year 1975, it is sufficient to hold that he has been in possession and enjoyment of the schedule property as on the date of commencement of the Amendment Act and therefore, his claim that he is a tenant in perpetuity has been rightly allowed.

7. On these and other submissions made on either side and on perusal of the record, the point for consideration in this revision is -whether on the facts and circumstances, the respondent/ tenant can be declared as a tenant in perpetuity in respect of the schedule property as per the provisions u/s 10 of the Andhra Pradesh (Andhra Area) Tenancy Act, 1956?

8. For convenience sake, the relevant provision of the Act reads as follows:

"Section 10. Rights of cultivating tenants :--(1) Every lease subsisting at the commencement of the Andhra Pradesh (Andhra Area) Tenancy (Amendment) Act, 1974, shall be deemed to be in perpetuity.

(2) Every lease entered into between a landlord and his cultivating tenant on or after the commencement of the Andhra Pradesh (Andhra Area) Tenancy (Amendment) Act, 1974 shall be for a minimum period of six years. Every such lease shall be in writing and shall specify the holding, its extent and the rent payable therefore with such other particulars as may be prescribed. The stamp and registration charges for every such lease shall be borne by landlord and the cultivating tenant in equal shares."

(3) x x x x

(4) x x x x

(5) x x x x

9. From a reading of the above provisions, it is clear that on the date of commencement of the Amendment Act, 1974, i.e., 1-7-1980, the lease, in pursuance of which a person claims to be the tenant in perpetuity, should be for a period of six years and further the said lease should be in writing, stamped and registered. Admittedly, in the present case, the respondent/tenant is claiming to be the tenant in perpetuity under the lease deed dated 5-4-1975, which is not registered or stamped as required under law. Further, the lease registered deed dated 16-2-1983 is only for a period of five years. However, the later lease deed contains a recital to the effect that the tenant is a lessee from the year 1975. Either way, as on the date of commencement of the Amendment Act, 1974, there is no registered lease deed in favour of the tenant/respondent herein. In the circumstances, it cannot be said that the provisions of Section 10 of the Act, 1956 would be attracted. The recitals in the lease deed dated 16-2-1983, which is subsequent to the date of commencement of the Amendment Act, 1974, is not relevant for the purpose of considering the question whether the respondent herein is a tenant in perpetuity in respect of the schedule property. The reference to an earlier lease in the later registered lease would not by itself suffice the mandatory requirement under the law, unless the said prior lease is also in writing, stamped and registered. In the circumstances, it is to be held that the tenant/respondent has not made out a case for a declaration that he is a tenant in perpetuity in respect of the schedule property in question.

10. Accordingly, this revision petition is allowed and the order under revision is set aside. The application filed by the tenant stands dismissed. No costs.