
(2009) 04 AP CK 0059

In the Andhra Pradesh High Court

Case No : Civil Revision Petition No. 3812 of 1996

Kpraganji Chinnamanaidu (died) and Others

APPELLANT

Vs

Basavarsu Rambai (died) and Others

RESPONDENT

Date of Decision : 02-04-2009

Acts Referred:

Andhra Pradesh (Andhra Area) Tenancy Act, 1956 — Section 10, 12, 13, 17, 2
Andhra Pradesh Land Reforms (Ceiling on Agricultural Holdings) Act, 1973 — Section 3
Transfer of Property Act, 1882 — Section 8

Citation : (2009) 3 ALT 520 : (2009) 2 APLJ 166

Hon'ble Judges : Vilas V. Afzulpurkar, J

Bench : Single Bench

Advocate : K.V. Subramanhya Narsu, for the Appellant; E. Srinivas, for the Respondent

Final Decision : Dismissed

Judgement

Vilas V. Afzulpurkar, J.—This revision is preferred by the tenants questioning the order passed by the Special Officer under the Andhra Pradesh (Andhra Area) Tenancy Act, 1956 (for short "the Act") in ATC. No. 3 of 1983 dated 12.07.1991 as confirmed in Tenancy Appeal being ATA. No. 2 of 1991 by the District Judge, Vizianagaram, dated 25.04.1996. The subject matter of the aforesaid ATC is dry land situated in Patta No. 2313 of Sy. No. 52/1 of Gollalavalasa Village, comprising of various items 1 to 13 on various extents.

2. I have heard Sri K.V. Subrahmanya Narusu, learned Counsel for the petitioners, who has very strenuously and meticulously, as usual, raised several questions on law in support of the revision. Learned Counsel for the respondents, Sri E. Srinivas, has also made elaborate submissions with reference to the facts of the case to contend that the said questions of law do not arise on the facts of the case.

3. In order to appreciate the rival contentions it is necessary to briefly note the facts. The facts, in brief, are as follows:

The respondents herein filed ATC. No. 3 of 1983 against the petitioners alleging that the schedule lands are ancestral property of Basavaraju Narasimhamurthy, who had 1/4th share; Surya Prakasarao, who had 1/2 share and Late Basavarasu Raja Rao, who also had 1/4th share. Late Basavarasu Raja Rao was the husband of the first petitioner and father of the petitioners 2 to 7 therein, who are managing all the lands. It is alleged that under a relinquishment deed dated 24.07.1970, Ex.A1, Sri Basavarasu Narasimhamurthy relinquished his 1/4th share in favour of Late Basavarasu Raja Rao for consideration. Further, the other shareholder Sri B. Surya Prakasarao executed a registered settlement deed dated 20.02.1982, Ex.A2, in favour of the first petitioner and thereby the petitioners acquired the exclusive ownership of the said lands. Late Basavarasu Raja Rao (husband of the first petitioner) and father of petitioners 2 to 7 had leased out the schedule mentioned lands to Late Koraganji Chinnamnaidu, the father of the first petitioner, now represented by his legal representatives in this revision and the father of petitioners 2 to 4 herein, about 16 years prior to the filing of the aforesaid ATC i.e. sometime in 1966, on an annual rent of Rs. 45/-. It is further alleged that they were paying rents to Late Basavarasu Raja Rao till his death in 1974 but thereafter, the petitioners herein have committed default in payment of rents in spite of demands and have also sublet a portion of the lands to third parties, who were impleaded as respondents 4 to 7 in the ATC and they are also petitioners 1 to 7 in this revision.

The said ATC, it appears, came to be filed on account of strained relations between the parties. It is also alleged that the said schedule land was formerly in the Zamindari Village of Gollalavalasa, within the ambit of former Vizianagaram Estate, which was granted to predecessors in title to respondents herein and after the abolition of estate, a Ryotwari patta was granted to the respondents under Ex.A7 being patta No. 49, by the Special Deputy Collector.

3. The aforesaid ATC was contested by the petitioners herein by contending that Late Basavarasu Raja Rao was the headmen of Gollalavalasa village and 13 plots were given to the petitioners as Zeroyati lands and since then the petitioners are in possession as Zeroyati pattadars and the present lands in question are Service Inam lands and the respondents are only having melvaram rights, which does not entitle them to evict the petitioners. Petitioners, therefore, contended that the very patta No. 2313 granted by the Estate to the predecessor in interest of the respondents would establish that they have only limited right of management as melvaram and not a right to evict the petitioners. It is also contended by them that after the abolition of estates, on the directions of Late Basavarasu Raja Rao, the petitioners are paying the enhanced ryotwari assessment instead of paying rents and as such there are neither any arrears of rent nor any default. Petitioners, therefore, claim that they have accrued perpetual rights in the lands as occupiers of Zeroyati land, which is heritable and alienable in their hands. The allegation of subletting was also denied.

4. The primary tribunal framed the following questions for consideration:

1. Whether the predecessors of the Respondents are ryotwari pattadars with absolute rights with a liability to pay the rent to the petitioners- predecessors?
2. Whether the alleged arrangement between Late Basavarasu Raja Rao and the Respondents as to the payment of rent by way of ryotwari assessment to the Government is true?
3. Whether the petitioners are not entitled to eject the Respondents from the petition schedule lands?
4. Whether the sublease alleged by the petitioners is correct

5. On due consideration of oral and documentary evidence, the tribunal found that Late Basavarasu Raja Rao was acting as owner during his lifetime, which was even acknowledged by the petitioners and for that Exs.A1 and A2 clearly establish exclusive ownership of the respondents. The tribunal also found, on the basis of Ex.A5 certified copy of 10(1) Adangal, Ex.A6 settlement Adangal, Ex.A7 ryotwari patta No. 49 and Ex.A8 land ceiling declaration of the respondents coupled with land revenue receipts Exs.A10 to A14 that these respondents are registered owners of the aforesaid lands even as per the revenue records. Further, on the evidence of R.W.1, the tenants revealed that the title of the respondents as evidenced from the aforesaid documents was not disputed. With respect to the contention of the petitioners that the respondents have only melvaram rights, the tribunal found that in view of grant of patta under the Estate Abolition Act in favour of the respondents, the said question need not be gone into. Regarding default the tribunal found that the same being admitted by the petitioners, their explanation that they were paying enhanced ryotwari assessment could not be taken into consideration for considering default, as they had obligation to pay the rent to the landlord. So also, with regard to subletting the finding was in favour of the respondents based upon the report of the Commissioner and sketch Exs.R1 to R6 and Ex.R15 showing that the part of the schedule land was in possession of the third parties. In view of the said conclusions, the primary tribunal ordered eviction of the petitioners.

6. As mentioned above, the petitioners preferred an appeal before the learned appellate authority/District Judge, Vizianagaram in ATA No. 2 of 1991, which has reconsidered the entire matter by framing two questions for consideration, which are as follows:

1. Whether the petition is not maintainable under the Andhra Tenancy Act as contended by the appellants
2. Whether the Lower Court erred in ordering eviction of the appellants

7. On the first point regarding maintainability, based upon the contention of the petitioners that the respondents have not been conferred full rights but only melvaram rights, which they possessed, entitle them to manage the property but not to seek eviction, the appellate Court also found that once the patta is granted in favour of the respondents whatever rights, as existed would be superceded

by the patta granted in their favour. On the second question as to the ground for eviction, the appellate Court found that the amount of rent is clearly mentioned in the pleadings and the same admittedly having not been paid by the petitioners would show their inability to pay the rent for the schedule lands annually, results in their liability to be evicted for default on the ground of default. The appellate Court, however, did not go into the question of subletting as alleged by the respondents.

8. In this revision petition, the learned Counsel for the petitioners has had taken great pains to establish that the respondents had melvaram rights and has relied upon the circumstance that the respondents have deliberately suppressed the original title deed i.e. patta bearing No. 2313 from the notice of the tribunals below.

Learned Counsel would contend that had the said patta been produced it could have been established that the respondents only have melvaram rights and the maintainability of the eviction proceedings by the respondents would have been decided in favour of the petitioners. Learned Counsel relied on the definition of landlord u/s 2(f) of the Act in support of his aforesaid submission. The landlord is defined as:

landlord" means the owner of a holding or part thereof who is entitled to evict the cultivating tenant from such holding or part, and includes the heirs, assignees, legal representatives of such owner, or person deriving rights through him

He also relied upon a decision of Privy Council in *Lakshmanan v. Venkateswarlu* for the proposition that burden of proof lies on the plaintiff to show that he has a right to eject the defendant.

The said case was also a case of service inam. Paragraphs 36 to 47 of the said judgment were relied upon by the learned Counsel to substantiate the nature of the land tenures existed in southern India and various developments from time to time with particular reference to melvaram rights and kudivaram rights and the difference between the two. It is further necessary to notice Paragraphs 47 to 49, which are as follows:

[47]. It is settled law that in a suit for ejectment the burden of proof lies on the plaintiff to show that he has a right to eject the defendant before the onus is shifted to the defendant to prove that he has a right of permanent occupancy. Their Lordships have now to see whether this rule has been departed from in the decision in *Nainapillai Marakayar v. Ramanathan Chettiar* 51 I.A.83 : 47 Mad. 337 : AIR 1924 P.C. 65 (supra). In that decision, as already pointed out, Sir John Edge said:

It cannot now be doubted that when a tenant of lands in India, in a suit by his landlord to eject him from them, sets up a defence that he has a right of permanent tenancy in the lands, the onus of proving that he has such right is

upon the tenant.

In the present case relying on the above statement, King J. has - as already stated - held that since the defendants claimed a right of permanent occupancy in the lands the onus of proving that they had such right lay on them and that since they failed to prove that they had such right, the plaintiff is entitled to eject them - no matter whether he (the plaintiff) has proved that he has such a right.

[48] In *Nainapillai Marakayar v. Ramanathan Chettiar* 51 I.A.83 : 47 Mad. 337 : AIR 1924 P.C. 65 (supra) their Lordships stated as follows, in paragraphs 3 and 4, the facts of the case, and the principle mentioned above, referring to two decisions on which that principle was based:

The lands in respect of which a decree of ejectment has been made in each suit are part of the village of Mangal in Tanjore, and are part of the endowed property of the temple. It is not disputed that the defendants were tenants of the temple of lands to which the suits relate, nor is it now disputed that they received notices to quit. The defendants admit that the melvaram rights in the property in question are vested in the temple, but their case is that the Kudivaram rights in that property are vested in them and never were vested in the temple, and they claim that they have permanent rights of occupancy in the lands u/s 6 of Madras Act I (1) of 1908, and also independently of that Act. (Para 3)

It cannot now be doubted that when a tenant of lands in India, in a suit by his landlord to eject him from them, sets up a defence that he has a right of permanent tenancy in the lands, the onus of proving that he has such right is upon the tenant. In *Secretary of State for India in Council v. Luchmeswar Singh* 16 I.A. 6 : 16 Cal. 223 it was held that the onus of proving that they had a permanent right of occupancy in lands was upon the defendants, who alleged it as a defence to a suit by their landlord to eject them, and that proof of long occupation at a fixed rent did not satisfy that onus; and in *Seturatnam Aiyer v. Venkatachela Goundan* 47 I.A. 76 : 43 Mad. 567 : AIR 1920 P.C. 67 (supra) in a suit by landlords for ejectment of the defendants from lands in a ryotwari district in Madras, the giving of notice to quit not being disputed, it was held that the onus of proving that the defendants had rights of permanent occupancy was upon them. (Para 4)

Instead of making the presumption that the landlord is the absolute owner of the land and dealing with the case on that assumption their Lordships proceeded to consider the terms of the grant, and after finding that the melvaram and kudivaram interests in the land were at some time granted to the temple, they began to consider

whether the defendants have proved that they, or those through whom they claim title as occupants of the land in suit, obtained at any time a right of permanent occupancy in the lands.

This being their method of approach to the case it seems to their Lordships that

as pointed out in *Zamindar of Parlakimedi v. Ramayaa* 51 M. L. J. 510 : AIR 1927 Mad. 10 (supra)

when the principle above-mentioned was laid down ... the words "tenant of lands" must mean "tenant of lands belonging to the landlord", that is to say, that the landlord has a right not merely to the melvaram but to the land itself. In this view the two judgments [*Chikdambara Sivapraasa Pandara Sanndhigal v. Veerama Reddi* 49 I.A. 286 : 45 Mad. 586 : AIR 1022 P. C. 292 (supra) and *Nainapillai Marakayar v. Ramanathan Chettiar* 51 I.A.83 : 47 Mad. 337 : AIR 1924 P.C. 65 (supra)] are not inconsistent.

[49] A close examination of the two decisions relied on by their Lordships in support of the principle stated by them, and also of the facts of the case as dealt with by them, show clearly that the usual rule as to the burden of proof in an ejectment suit has not been in any way departed from by their Lordships.

9. Learned Counsel also relied upon a decision of this Court in *Abdul Latif Sahib v. Shaik Dastagir Sahib* 1993 (2) APLJ 169, which had followed the aforesaid decision of the Privy Council in Para 15, which is extracted as under:

15. The term "inam" is an Arabic word which literally means a "gift"; it is a beneficial grant. The sovereigns in India did not claim anything more than a share in the produce of the cultivated lands and their right only consisted in their power to collect of the share of the produce.... When the State makes a grant in favour of individuals or religious or charitable institutions, the presumption is that it intends to convey only its right to the grantee, which is the right to receive the royal share of the produce" and the rights of other persons in the soil, like permanent tenants and persons holding previous grants remain unaffected although those rights are not expressly reserved. (1) See *Land Tenures in Madras* by Sundararaja Iyengar pp.95 to 97. Even in the last century, it was recognized by the courts that inams are "alienations of the royal share in the produce of land i.e., of land revenue, than grants of land although in popular parlance, occasionally so called". Therefore, the grantee of an inam is prima facie entitled only to land revenue i.e. "melwaram". But in respect of unoccupied waste lands, sometimes both melwaram and kudiwaram rights also were granted as inam. In the absence of express words in the grant conferring ownership, no presumption can be drawn that the grant comprised ownership also. There are various kinds of inams - personal grants made in favour of individuals for their personal benefit, grants made in favour of a community (like Aghaharams in favour of Brahmins), grants made in favour of particular Brahmin families (Shrotrium), grants made for particular purposes or for service rendered by the grantee, grants in favour of village officers and village artisans, grants in favour of institutions and grants for religious services. In the case of grants for performance of religious services, the rights of resumption for non-performance of the duties vested in the Government but not in the religious institution. In the case of service grants, they can be resumed when the necessity for their continuance no longer exists and in the case of grants for religious or charitable

purposes resumption can only be when the conditions were granted, the Crown reserved its reversionary rights and enacted Regulation IV of 1831. That reversionary right, the Crown wanted to give up by levying annual quit rent and accordingly rules were framed in 1859 for enfranchising the inam grants. An Inam Commissioner was appointed to sell the reversionary rights of the Crown and issue title deeds to the inamdars in proof of such enfranchisement. The holder of an enfranchised inam holds his lands only subject to payment of the quit rent. The enfranchisement did not operate "as a resumption and regrant nor altered the nature of the property in the hands of the grantee". (2) See Sunderaraja Iyengar Op., Cit. pp 172 and 173 A grant is different from a "patta". The land covered by a patta is liable to revision at each annual settlement called "Jamabandi". A holder of a patta enjoys both melwaram and kudiwaram rights. A registered pattedar can alienate, sell, sublet or mortgage, bequeath or otherwise dispose of the whole or any portion of his holding. (3) See Sunderaraja Iyengar Op., Cit. p.60. But, an inamdar has no such power of disposition.

10. Though the aforesaid question is raised by the learned Counsel for the petitioner on the facts of the present case, any consideration of the said question as to whether the respondents had only Melavaram rights, would not arise in the present case in view of the crucial circumstance that under the Estate Abolition Act a ryotwari patta has been granted to the respondents, which is evidenced by Ex.A7.

Even assuming that the petitioners were cultivating the Zeroyati lands and prima facie accepting that they were entitled to grant of patta under the Act, as a fact, it is evident that Ex.A7 patta was granted to the predecessor in interest of the respondents and the petitioners never questioned the same. The petitioners on their own admission never applied for grant of patta nor objected to the patta Ex.A7 granted to the predecessor in title to the respondents. Whatever may be the relationship between the parties or the nature of the rights of the respondents enjoyed prior to abolition, grant of patta alters the situation even assuming that respondents had only limited melvaram rights, earlier. The grant under Ex.A7 remains unchallenged by petitioners and as such, it is not open for them to question maintainability of eviction petition by respondents.

11. Learned Counsel for the petitioners also raised a further contention that the respondents are only the legal representatives of the original landlord and they cannot sue for eviction of the petitioners inasmuch as the petitioners have not attorned their tenancy to the respondents. For the aforesaid proposition, the learned Counsel relied upon a decision of this Court in Ramaiah v. Govindu 1966 ALT 424, which interpreted Section 12 of the Act and held as follows:

It is true that lease being a transfer of an interest in immovable property is hereditary and the death of lessee does not terminate the lease unless there is a contract to the contrary. The interest survives to his legal representatives except of course where it is for the life of the lessee. Section 12 of the Act, however, restricts the devolution of such interest on his heirs by putting a condition

precedent for its devolution. According to Section 17 of the Act the provisions of the Act including Section 12 shall have an over-riding effect notwithstanding anything inconsistent contained in any other law including the Transfer of Property Act.

What must follow is that when defendants 2 to 4 did not desire to continue the tenancy, they cannot be placed in the position of cultivating tenants. Their position as stated earlier is that of mere trespassers.

Based on the above, the learned Counsel contends that the petitioners not being the tenants as recognized under the Act, their possession of the schedule land is only that of a trespasser and in that view of the matter the proceedings for eviction under the Act are not maintainable and it is for the respondents to approach Common Law Courts for seeking eviction of the trespassers.

12. The aforesaid contention as noticed above is based on Section 12 of the Act as it stood prior to its amendment and the decision relied upon by the learned Counsel was also rendered with reference to Section 12 of the Act as it stood prior to amendment. It would be useful to extract Section 12 of the Act as originally enacted, which is as follows:

12. Continuancy of tenancy on the death of a cultivating tenant. - If a cultivating tenant dies, his widow and his lineal heirs shall have the option to continue the tenancy for the unexpired portion of the lease on the same terms and conditions on which the deceased cultivating tenant was holding; and such option shall be exercised by serving a notice in writing on the landlord within a period of three months from the date of demise of such cultivating tenant." The aforesaid provision as since been amended under A.P. Act 39 of 1974 and the present Section 12 reads as follows:

12. Resumption of possession of land leased by landlord for his personal occupation:- (1) Notwithstanding anything in Section 10, a landlord who in good faith requires for his personal cultivation any land leased by him to a cultivating tenant shall be entitled to resume possession of the land, so however, that the total extent of the land, held by the landlord under his personal cultivation after such resumption does not exceed two-thirds of the ceiling area as defined in clause (c) of Section 3 of the Andhra Pradesh Land Reforms (Ceiling on Agricultural Holdings) Act, 1973 (Act 1 of 1973):

Provided that such right of resumption shall be limited to an extent of which shall, after such resumption leave, with the cultivating tenant an area which is not less than one-half of the land held by him under lease prior to such resumption.

(2) The right of resumption of land for personal cultivation under Sub-section

(1) may be exercised -

(a) in the case of a lease subsisting at the commencement of the Andhra Pradesh

(Andhra Area) Tenancy (Amendment) Act, 1974, by making an application in this behalf to the Special Officer within a period of six months from the date of such commencement;

(b) in the case of a lease entered into on or after the commencement of the Andhra Pradesh (Andhra Area) Tenancy (Amendment) Act, 1974, at the end of the period of such lease or where such lease has been renewed at the end of the period of such renewed lease, by giving to the cultivating tenant and the Special Officer at least four months notice expiring with the period of the lease or renewed lease, as the case may be:

Provided that in the case of a minor, a person suffering from physical or mental disability, a person serving in the Armed Forces of the Union and a widow, the right of resumption under clause (a) or clause (b) may also be exercised at any time -

(i) in the case of a minor, within a period of six months from, the date of his attaining majority;

(ii) in the case of person suffering from physical or mental disability, within a period of six months after such disability has ceased;

(iii) in the case of a person serving in the Armed Forces of Union, within a period of six months from the date of termination of his service in the Armed Forces; and

(iv) in the case of a widow, within a period of six months from the date of her remarriage:

Provided further that the right of resumption under this section shall not be exercised more than once in respect of the holding of a cultivating tenant;

(3) Where a landlord who has resumed possession of any land of personal cultivation under this section fails to cultivate the land so resumed personally, within a period of one year from the date of such resumption, or having commenced personal cultivation within that period, discontinues such cultivation for a continuous period of not less than one year within a period of six years from the date, the Special Officer shall, on an application made by the cultivating tenant who was in possession of the land at the time of such resumption and after making enquiry restore to the cultivating tenant, as soon as may be, the possession of the land, and on such restoration such cultivating tenant shall hold such land with the same rights, and on the same terms and conditions as before the resumption, subject to the provisions of Sections 3 and 6.

13. Section 10 of the Act also was amended by A.P. Act 39 of 1974 and Section 10(5) is relevant and extracted as under:

10. Rights of cultivating tenants:

(1) ...

(2) ...

(3) ...

(4) ...

(5) All rights of a cultivating tenant under this section shall, subject to the provisions of Sections 12 and 13, be heritable. Explanation I: - For the purpose of construing the term "heritable" in this section, the following persons only shall be deemed to be heirs of a cultivating tenant, namely:

(a) his legitimate lineal descendants by blood or adoption;

(b) in the absence of any such descendants, his widow for so long as she does not re-marry:

Provided that where there is no more than one heir, the heirs shall be entitled to sub-divide the interest in the holding according to their shares.

Explanation II: - If a cultivating tenant dies without leaving any heir as aforesaid, all his rights shall be extinguished.

14. The requirement of the cultivating tenant exercising option as was provided under unamended Section 12 is no more a requirement under the new amended Section 10. The attornment of tenancy by a specific Act is not required by law under the Transfer of Property Act. u/s 8 of the Transfer of Property Act all rights in property including privileges etc. automatically stands transferred and vested to the purchaser. Further, a Division Bench of this Court in Shankamma and Others Vs. Mohammed Abdul Hameed and Another, has already ruled that in all cases where the property is transferred or devolved on successor attornment is automatic. The relevant Para 23 is extracted as under:

23. A transferee of the landlord's rights steps into the shoes of the transferor-landlord with all the rights and liabilities in respect of the subsisting tenancy. The section does not insist that the transfer of the landlord's rights can take effect only if the tenant attorns. Attornment by the tenant being unnecessary to confer validity on the transfer of the landlord's rights, the tenant cannot dispute the right of the transferee-landlord to maintain an application for eviction or to claim rent.

In view of the same, therefore, the said contention of the learned Counsel for the petitioners also is liable to be rejected.

15. Learned Counsel, however, is right in pointing out that regarding subletting, the finding of the primary tribunal is clearly unsustainable as it is based merely on a Commissioner's report, which has not been discussed at any detail except for passing remarks. The evidence on record, both oral and documentary, also does not establish the plea of sub tenancy. Further, the appellate authority has not even adverted to the said aspect and as such, the order of eviction as confirmed on the said ground of alleged sub tenancy is not sustainable.

16. Learned Counsel for the respondents, however, contended that the evidence of R.W.1, who is one of the tenants and his admissions in cross-examination, which are extracted in the order of the primary tribunal, clearly establish the title of the respondents and their entitlement to receive rents and to evict the petitioners was never in dispute. As R.W.1, himself admits that the land was leased out to their predecessors by late Basavarasu Raja Rao and that the land was recorded in the name of the respondents, he was also aware of the grant of ryotwari patta to the predecessors in interest of the respondents and that late Basavarasu Raja Rao was paying the land revenue for the schedule land. It is also admitted that the petitioners did not file any application before the Settlement Officer or Inam Tahsildar for grant of patta and that they used to pay the rents to the Inamdars, but they did not remember when they stopped payment of rent.

17. The aforesaid admission on the part of the petitioners, therefore, as contended by the learned Counsel for the respondents fully satisfy and establish that the contentions of petitioners now raised, have no basis on facts. He has further pointed out that there is no specific denial of the title of the landlord by the petitioners and he relied upon the decision of this Court in Malla Appanna In re 1965 (2) An.W.R 138 for the proposition that it is not open for the petitioners to raise contention with regard to the validity of the patta of the respondents under the Estates Abolition Act before the tenancy tribunal, which is trying the eviction case, as the tribunal has no jurisdiction to adjudicate upon the validity of the patta granted to the landlord. Based on the above, the learned Counsel submits that all the contentions of the petitioners with respect to melvaram rights etc. have no substance inasmuch as they have never questioned the grant of patta in favour of the respondents and further, the tenancy tribunal cannot sit in judgment over the grant of patta under the Estates Abolition Act.

18. The aforesaid aspect has already been considered as above and once there is a valid grant of patta under Ex.A7 in favour of the respondents, the questions raised by the learned Counsel for the petitioners really do not survive for consideration. In the facts and circumstances, therefore, no ground is made out by the petitioners warranting any interference with the impugned orders in this revision petition.

The revision petition, accordingly, is dismissed. However, there shall be no order as to costs.