

(1995) 11 KAR CK 0041
In the Karnataka High Court
Case No : Writ Petition No. 5270 of 1988

Mallappa

APPELLANT

Vs

Land Tribunal

RESPONDENT

Date of Decision : 02-11-1995

Acts Referred:

Karnataka Land Reforms Act, 1961 — Section 6

Citation : (1996) ILR (Kar) 1278 : (1996) 2 KarLJ 72

Hon'ble Judges : M.M. Mirdhe, J

Bench : Single Bench

Advocate : T.S. Ramachandra, for S. Sreedhara, for the Appellant; S.S. Guttal, HCGP for R-1 and R-2 and J.S. Gunjal, for R-3 and R-4, for the Respondent

Judgement

Mirdhe, J.—This Writ Petition is filed by the petitioner praying to quash the order passed by the Land Tribunal rejecting Form No. 7 filed by the petitioner.

2. I have heard the Counsel for the petitioner and perused the records of the case.

3. The petitioner filed Form No. 7 claiming occupancy rights in the suit schedule property. The Tribunal by the impugned order has rejected the claim of the petitioner on the ground that the petitioner had obtained the right on advance lease from the deceased father of Shettappa Fakkirappa Kuri and even after the period of five years he continued to cultivate the said land without any agreement with the landlord. On that basis, the Tribunal has held that on account of the expiry of the period of five years of the lease, the relationship of the Landlord and the Tenant do not exist between the parties. But, this is a wrong interpretation of law done by the Tribunal. As per Section 6 of the Karnataka Land Reforms Act, no tenancy of any land shall be terminated merely on the ground that the period fixed for its duration whether by agreement or otherwise has expired. This Court has also interpreted this Section in the case of GURUSIDDAIAH CHANDRASHEKHARIAH v. LAND TRIBUNAL, BAGALKOT 1979 (2) KLJ 176 as follows :

"Where a lease was for five years on an yearly basis, merely because the rentals amount for the period of five years had been paid in advance and there was a recital that after the expiry of five years possession of the land must be given to the landlord, it cannot be said that the same have the effect of converting the lease into a mortgage. In view of Section 6 of the Act, the recital to surrender possession after five years can have no consequence."

In view of this position of law, the Tribunal has erred in not granting occupancy rights to the petitioner.

4. Hence, I proceed to pass the following order :

The impugned order is set aside and Form No. 7 filed by the petitioner claiming occupancy rights in the suit schedule property is allowed.