

(1912) 10 MAD CK 0038
In the Madras High Court

S. Appalanarasimhulu and Another

APPELLANT

Vs

M. Sanyasi and Others

RESPONDENT

Date of Decision : 02-10-1912

Acts Referred:

Citation : (1915) ILR (Mad) 33

Hon'ble Judges : Sundara Ayyar, J;Sadasiva Ayyar, J

Bench : Division Bench

Judgement

Sundara Ayyar, J.—The question for decision in this case is whether the Sub-Collector was right in holding that the Revenue Court had no

jurisdiction to entertain the suit which was one for rent against a ryot by the proprietor of certain inam lands in a village in the Sangam Valasa

Zamindari. The inam was admittedly one granted by the Zamindar subsequent to the permanent settlement. The view taken by the Sub-Collector

and by the District Judge on appeal is that the plaintiffs are not landholders within the definition of that word in Section 3, Clause (5) of the Estates

Land Act, and a suit for rent by them is therefore not one coming within the purview of Section 189, and No. 8 of schedule A of the Act. The

reason given by the lower Courts is that the land in question is a minor inam and therefore not an ""estate"" as defined by Clause (2) of Section 3. It

has evidently been assumed by them that the plaintiffs cannot be landholders, if the land is not an ""Estate."" The definition of an ""Estate"" includes

specifically two classes of inams by sub-clauses (d) and (a) Sub-clause (d) refers to a village of which the land revenue alone has been granted in

inam to a person not owning the kudivaram thereof provided the grant has boon made, confirmed, or recognised by the British Government, or any

separated part of such village. Sub-clause (e) relates to any portion consisting of one or more villages (of an estate) which is held on a permanent

under-tenure. The inam in question consists only of some lands in a village and not of a village or of one or more villages of the ""Estate"" of Sangam

Valasa and is clearly therefore not an estate within the definition of that word. The fact that the inam was granted subsequently would not

necessarily show that it is not an estate if it consisted of one or more villages, as Sub-clause (e) would include an inam granted by a Zamindar

provided it consists of one or more villages, for it would then be a portion of the Zamindar's estate held on a permanent under-tenure. Sub-clause

(d) relates to a village which has" ceased to be part of a zamindari, and Sub-clause (e) relates to an inam which being granted by the proprietor of

the zamindar and held under him has not ceased to be a portion of the zamindari. Although it is clear that the land in question is not an estate that is

not sufficient to show that the suit is not cognisable by the Revenue Court. For the test which is decisive on the question of jurisdiction is whether

the plaintiffs are landholders. That word is defined as follows in Clause (5) of Section 3. ""Landholder"" means a person holding an estate or part

thereof and includes every person entitled to collect the rents of the whole or any portion of the estate by virtue of a transfer from the owner or his

predecessor in title, or of any order of a competent Court, or of any provision of law. The plaintiff is undoubtedly a person entitled to collect rents

of a portion of the estate of Sangam Valasa, There is no reason why the holder of an under-tenure should not be held to be a person entitled to

collect rents of a portion of the estate out of which the under-tenure is carved. The under-tenure holder if he is liable to pay kattubadi to the

Zamindar is such a person holding under him and entitled to collect the rents of a portion of the zamindari as a lessee or a usufructuary mortgagee

of the whole or of a portion of the zamindari. If the tenure holder is not bound to make any payment to the Zamindar for his tenure, he will then be

a person owning a part of the estate and as such would come within the meaning of landholder. It is clear that the term ""landholder"" is wider than

the owner of an estate"". No doubt the word ""rent"" is defined as ""whatever is lawfully payable in money, in kind, or both,"" to a landholder for the

use or occupation of land in his estate for the purpose of agriculture,"" but the expression ""his estate"" cannot be taken to involve that only what is

payable to the owner of the estate can be regarded as rent for the definition would then exclude what is payable to a lessee or a usufructuary

mortgagee. The definition of landholder clearly includes every person entitled to collect the rents of any portion of an estate by virtue of any

transfer. The plaintiffs by reason of the transfer of the lands in question from the Zamindar as an under-tenure are persons entitled to collect the rent

of the land. They must therefore be held to be landholders and the suit for rent by them against the defendants is one cognizable by the Sub-

Collector. This view is in accordance with the judgment of Abdur Rahim, J., in Suryanarayana v. Ballayya Civil Revision Petition No. 895 of 1910,

who upheld the view taken by the Subordinate Court of Coonanada although no reasons are stated in the judgment.

2. The decrees of the lower Courts must therefore be reversed and the suit remanded to the Court of First Instance for disposal according to law.

No objection to jurisdiction was raised by the defendants. In the circumstances all costs up-to-date must abide the result of the trial.