

(1996) 04 AP CK 0018

In the Andhra Pradesh High Court

Case No : Writ Appeal No's. 847 and 1028 of 1993

S. Rangaiah and Others

APPELLANT

Vs

Collector and Others

RESPONDENT

Date of Decision : 24-04-1996

Acts Referred:

Andhra Pradesh (Telangana Area) Abolition of Inams Act, 1955 — Section 1, 2(1), 5, 7
Andhra Pradesh (Telangana Area) Tenancy and Agricultural Lands Act, 1950 — Section 2, 30, 34, 35, 47
Contract Act, 1872 — Section 24

Citation : (1996) 3 ALT 531

Hon'ble Judges : Lingaraja Rath, J;D. Reddeppa Reddi, J

Bench : Division Bench

Advocate : K. Pratap Reddy, in W.A. 847/93 and N. Vasudevarao, in W.A. 1028/93, for the Appellant; G.P. for Revenue for Respondent Nos. 1 and 2 and C. Poornaiah, for the Respondent

Final Decision : Dismissed

Judgement

1. These two appeals are directed against the common judgment of the learned single Judge upholding the remand made by the Collector of Medak at Sangareddy for enquiry to the second respondent-Revenue Divisional Officer, Medak relating to the validity of the claims of the respondents, while rejecting the claim of the appellants of both the appeals to the disputed lands. The facts relating to the cases are rather complex having undergone series of litigations including coming to this Court twice or thrice, for which it is necessary, for dear appreciation, to adumbrate those. Admittedly, the appellants in W.A. No. 847/93 and the respondents in that appeal, who are the respondents 3 to 7 in W.A.No. 1028/93, are claiming the land through one Surabhi Narasa Goud. The appellants in W.A.No. 1028/93 is claiming the lands through the original Inamdar of the land. For the sake of convenience, the appellant in W.A. No. 847/93 are referred in this judgment as appellants and the respondents 4 to 8 in that appeal are referred as respondents. The appellant in W.A.No. 1028/93 is referred as the

Inamdars.

2. The admitted facts are that Surabhi Narasa Goud got a declaration in his favour as a protected tenant u/s 35 of the Andhra Pradesh (Telangana Area) Tenancy & Agricultural Lands Act, 1950 (Act XXI of 1950), referred to hereinafter as the Tenancy Act) in the year 1957 (as appears from the order of the Collector in Case No. B.2/28/85 dt. 13-2-1989) in respect of Survey Nos. 678 to 685 and 90 to 699 in Gummadidala village of Narsapur Taluq (presently Jinnaram Mandal) except S.No. 679. It is however the case of the Inamdars that Sy.No. 691 and 695 were surrendered by the tenants and therefore they are entitled to resume the land and paid compensation therefor, Narsa Goud executed an agreement of sale on 22-1-1965 for consideration of Rs. 21,500-00 for sale of Ac. 167-91 cents in Sy.Nos. 678 to 685 and 690 to 695 to one Sri Bapaiah Choudary, who died on 1-10-1967. He was survived only by his daughter Smt. Surapaneni Sudheshana, wife of one Rama Rao. She executed an agreement on 1-1-1968 conceding the shares of the respondents in the lands as those persons had contributed money for purchasing the lands. Applications were made by the appellants u/s 38-E of the Tenancy Act for being declared owners of the lands in which they succeeded on 23-3-1975 by orders passed by the Additional Revenue Divisional Officer (Land Reforms Tribunal), the competent authority. In the proceedings one Sambasiva Rao, whose heirs are respondent Nos. 5 to 7 and one Prasada Rao, respondent No. 4 had intervened claiming grant of patta in their favour on the basis of purchase purported to have been made under an agreement of sale from Bapaiah Choudary. The respondents, having been unsuccessful before the Tribunal, preferred appeal to the appellate authority-the District Revenue Officer, Medak who dismissed the appeal on 27-7-1976. In the appeal the respondents set up the case of Narsa Goud to have been the Kabiz-e-Kadim in respect of the lands. The dismissal of the appeal was assailed in this Court in C.R.P.No. 2179/76. While the parties were proceeding under the provisions of the Tenancy Act, the inam was itself vested with effect from 20-7-1955 under A.P. (Telangana Area) Abolition of Inams Act, 1955 (Act VIII of 1955), referred to hereinafter as the Inams Abolition Act. The appellants again applied for registration as occupants under that Act. That proceeding was contested by the respondents basing their claim on the agreement of sale dated 22-1-1965 executed by Narsa Goud in favour of Bapaiah Choudary. While the proceeding was pending, C.R.P.No. 2179/76 was disposed of by this Court on 18-11-1977 observing that grant of patta u/s 38-E of the Tenancy Act would be subject to the orders passed under the Inams Abolition Act. The orders were passed under the Inams abolition Act by the competent authority i.e., the second respondent on 7-6-1979 rejecting the claim of respondents. The respondents filed W.P.No. 5337/79 questioning the said order. The writ petition was disposed of on 5-9-1979 directing the respondents to file appeal before the first respondent. An appeal being so filed before the first respondent, he remanded the matter by order passed on 14-8-1980 to the second respondent for consideration afresh of all the claims of all the persons. The direction was

challenged again in this Court in W.P.No. 5250/80 which was disposed of on 3-11-1982 directing, while not interfering with the order of remand, that until the decision is made, the writ petitioner, who was in possession, could not be evicted and the order u/s 38-E of the Tenancy Act could not be enforced and that it shall be subject to the orders passed u/s 10 of the Inams Abolition Act. Orders were passed by the second respondent on 10-8-1985, after holding additional enquiry rejecting the claim of the respondents and upholding the contention of the appellants declaring that the appellants are "eligible for declaration for registration of protected tenants under Rule 5 (1) of the Rules of the Abolition of the Inams of 1974" and issued patta certificates u/s 7 (1) of the Inams Abolition Act. He also held that Narsa Goud had already surrendered Sy.Nos. 695 to 699 in favour of the inamdar-R.Ramgopal Rao though he had not taken possession of the lands and that those survey numbers are to be transferred in the name of said R.Ramgopal Rao, inamdar. The order was challenged before the first respondent in appeal, who by his order dt. 13-2-1989 reversed it disagreeing with the reasons advanced by the second respondent, upheld the claim of the appellants and remanded the matter to the second respondent to reconsider the claim of the respondents under the Inams Abolition Act for grant of occupancy rights as successors in interest, obviously, of late Narsa Goud. The appellants questioned the Order in W.P.No. 4773/89 which having been dismissed, the present appeals have been preferred.

3. Mr.K. Pratap Reddy, arguing for the appellants, has raised the question of Narsa Goud having been a protected tenant which is a heritable status, the present appellants as his heirs are entitled, as protected tenants to grant of occupancy right u/s 7 of the Inams Abolition Act. It is the further contention that Narsa Goud, as a protected tenant, had no authority to either sell or enter into an agreement of sale of the lands constituting the tenancy and hence the purported agreement of sale dated 22-1-1965 was void under which no right could accrue in favour of the respondents. The respondents even if might have been in possession of the land in pursuance of the document of 22-1-1965, which he does not concede, yet no defence u/s 53A of the Transfer of Property Act is available to the respondents as the possession was illegal. Contesting the submissions, it is the submission of Mr. C. Poornaiah, the learned counsel appearing for respondents 3 to 8, that Narsa Goud was the Kabiz-e-Kadim who was under no disability to sell or contract for sale of the land. It is also contended that even if Goud is taken as a protected tenant, yet the agreement of sale executed by him was not void and that the respondents having been in possession of the land throughout since 19 which was also confirmed in 145 Cr.P.C, proceedings in the year 1975, the appellants are not entitled to any relief in the writ petition.

4. There is a general agreement between the parties that Section 30 of the Tenancy Act provides an absolute bar for alienation of any interest held by a tenant on the land. It is not seriously disputed by Mr. Poornaiah that if in fact Narsa Goud was the protected tenant, he had no right to sell the land in view of

the provisions of Section 30, which stipulates against sub-division or subletting of any land by a tenant or of assignment of any interest held by him, except when the tenant being a member of a co-operative farming society sublets, assigns, mortgages or creates a charge on his interest in favour of such society. The mandatory provision of this Section would not only bar the transactions expressly enumerated therein but also bar an agreement of sale in respect of such interest as any agreement, the object of which is to enter into an illegal transaction, shall be void as provided for u/s 24 of the Indian Contract Act. It is however the submission of Mr. Poornaiah that Narsa Goud was not a protected tenant but was a Kabiz-e-Kadim who were not tenants and that even though Sections 47 and 48 of the Tenancy Act, when they remained in the statute book, prohibited transfer of the land and would have made such transactions invalid, yet those sections having been deleted by Act XII of 1969 could no longer prohibit a transfer. It is the further submission that an agreement of sale executed by a Kabiz-e-Kadim was not ipso facto void as Sec,47 stipulated a transfer to be permissible with the permission of the competent authority and hence while a transfer itself would be invalid without the previous sanction, yet there would be no invalidity of an agreement to transfer. The submission, so far as alienation of lands by Kabiz-e-Kadim and agreement in respect of transfers are concerned, are unexceptionable. Section 47 of the Tenancy Act was in the following words:

"47.(1) Notwithstanding anything contained in any other law for the time being in force or in any decree or order of a Court, no permanent alienation and no other transfer of agricultural land shall be valid unless it has been made with the previous sanction of the Tahsildar:

Provided that the Tahsildar may declare a permanent alienation or any other transfer of agricultural land to be valid if the permanent alienation or transfer took place before the commencement of the Hyderabad Tenancy and Agricultural Lands (Amendment) Act, 1954 and possession of the land transferred was given to the vendee before such commencement if application for action is made within one year after such commencement.

(2) Applications for such previous sanction shall be made and disposed of in accordance with such procedure as may be prescribed."

Section 48 provided the conditions when the sanction was not to be given. It is hence manifest that an agreement of sale executed by a Kabiz-e-Kadim was in no way hit by provisions of Section 47.

5. Juxtaposed to Section 47, the provisions of Section 30 are however different. That section, which is in the following words:

"30. Subdivision, subletting and assignment Prohibited: (1) No sub division or subletting of any land by a tenant and no assignment of any interest held by a tenant shall be valid. (2) Notwithstanding anything contained in sub-section (1) it shall be lawful for a tenant to be a member of co-operative farming society, and as such member to sublet, assign, mortgage or create a charge on his interest in

the land in favour of such society."

is an absolute bar for assignment of the land by a tenant and undoubtedly assignment would include alienation. If the assignment is bad, and there is no relaxation available in respect of the bar, an agreement for assignment would be equally bad and void.

6. It is for such conflicting stands of the parties that it is necessary to analyse and clearly understand the concept of a protected tenant vis-a-vis a Kabiz-e-Kadim. The term protected tenant occurs in the Tenancy Act and has been defined in Section 2(r) thereof as a person who is deemed to be a protected tenant under the provisions of the Act. Section 34 of that Act provides as to who shall be deemed to be protected tenants. Section 35 deals with decision on claims of being protected tenants. Kabiz-e-Kadim is an expression found in the Inams Abolition Act defined in Section 2 (1)(e) thereof and Section 5 of the Act providing registration of Kabiz-e-Kadim as an occupant

7. While there is no dispute that Narsa Goud was declared as protected tenant in the year 1957, obviously u/s 35 of the Tenancy Act, yet it is seen that there is a consistent acceptance by both the parties of he being the Kabiz-e-Kadim in respect of the land. We find first mention of it in the order of the District Revenue Officer in Case No. C3/8870/76, dt 27-7-1976 wherein the respondents advanced their submissions before the District Revenue Officer of Narsa Goud being the Kabiz-e-Kadim. Similar contention was raised as seen in the orders passed by the District Collector, Medak in Case. No. B2/28/85 dated 13-2-1989 who proceeded on the footing of Narsa Goud being the Kabiz-e-Kadim. Prior to that order, the matter had been dealt with by the Inams Appellate Tribunal (Inams Abolition), Collector, R.D.O., on 10-8-1985 in deciding the case which he had received on remand from the respondent No. 1. In making the order, an enquiry had been made by the Tahsildar, Medak and a report submitted on 19-5-1978 Under Sections 10 and 30 of the Inams Abolition Act read with Section 149 and 150 of the Hyderabad Land Revenue Act, 1349 Fasli as also Rules 5 and 6 of the Inams Rules. It appears from the report which was filed before us by way of affidavit by the respondents that the appellants themselves made an application on 26-9-1975 stating that Narsa Goud was the Kabiz-e-Kadim and that they are entitled to such rights and that the patta certificates should be granted in their favour as Kabiz-e-Kadim. That application was obviously made to obtain the benefits u/s 5 of the Inams Abolition Act. The respondents also filed applications saying that Narsa Goud was the Kabiz-e-Kadim having been in possession for more than 12 years prior to the date of vesting and paying land revenue to the Inamdar, that he was the absolute owner and that he had sold the land for consideration of Rs. 21,500/- under a stamped agreement dated 22-1-1965, that the respondents are in possession of the land and had become successor-in-interest to Narsa Goud. The Officer took the view in the report that as it was the specific case of the appellants in their application that Narsa Goud was the Kabiz-e-Kadim and there was no plea by them that he was the protected tenant and

that it was their very case that they should get patta on the basis of Narsa Goud as the Kabiz-e-Kadim, they cannot be permitted to travel outside their pleadings. The report referred to the decision of this Court in 1978 (1) A.P.L.J. 376 holding that an Inamdar had the right to alienate inam land and that since the Kabiz-e-Kadim is the holder of the inam, he could likewise also sell the land.

8. The term Kabiz-e-Kadim literally means old occupier. The very definition shows such a person to be the holder of the inam, other than the Inamdar, and to have been in possession of the land at the time of the grant of the inam, or 3 person who was in continuous possession of such land for not less than 12 years before the time of vesting and who pays the inamdar nothing except the land revenue. The emphasis in the definition is on holding the land, or possessing the land for more than 12 years before vesting of the land, which would show that what is contemplated is an independent assertion of the right to hold the lands vis-a-vis the Inamdar. Even the second part of the definition stipulating possession for 12 years before the date of vesting would show the concept of perfection of the right against the Inamdar to whom the land revenue is only paid. It is important to notice that the only payment stipulated by the Kabiz-e-Kadim is the land revenue and not the rent in respect of the land. Land revenue has been defined in Section 2 (f) of the Inams Abolition Act as the amount assessed by the Government under the Land Revenue Act, 1317 Fasli and the Rules thereunder and where no such amount has been assessed, the amount of the land revenue that could be reasonably assessed if the land had been liable to payment of revenue. In the same Act of 1317 Fasli, rent is defined in Section 2 (16) as the consideration in money or kind or partly in money and partly in kind paid or payable by a Shikmidar to his Pattadar or by an Asami Shikmi to the holder of the land on account of the use or occupation of the land held by him as Shikmidar or Asami Shikmi but shall not include the rendering of any personal service. Rent is also similarly defined in the Tenancy Act in Section 2 (t) as the consideration, in money or kind or both, paid or payable by a tenant on account of the use or occupation of the land held by him but does not include the rendering of any personal service or labour. Revenue has also been defined in Land Revenue Act in Section 2 (17) as the amount payable by the holder to the Government as fixed periods for use of or entry into the land. There is well defined distinction between rent and revenue, the former being payable to the landholder, whereas the latter is payable to the Government. It is the common concept that while what is paid by the tenant to the land holder is rent, that what is payable to the Government in respect of the land is the land revenue. Rent is something which is paid by a person to the landholder for assignment of the land made to him for a fixed or indefinite period either as a share of the crop or cash equivalent thereof or both in cash and kind. The fact that Kabiz-e-Kadim does not pay rent, to the Inamdar but pays only the land revenue which is actually payable to the Government goes to show the status of his occupation as being the real holder of the land though the Inamdar is shown as the ostensible owner. Tenant is defined in the Tenancy Act in Section 2 (v) as follows:

" Tenant" means an asami shikmi who holds land on lease and includes a person who is deemed to be a tenant under the provisions of this Act."

Deemed tenancies are provided in Section 5 of the same Act saying that a person lawfully cultivating any land belonging to another person shall be deemed to be a tenant if such land is not cultivated personally by the land holder and if such person is not within the categories enumerated in different Sub-clauses. Kabiz-e-Kadim is not a person who holds the land on lease from the Inamdar and he can hardly be said to be a deemed tenant u/s 5 of the Act, since the very definition of the term says he is a person who either holds the land as a person other than the Inamdar or is a person who is already holding the land for 12 years on the date of the vesting of the inam. It hence cannot be said that he is a person who is cultivating the land belonging to another person. For all practical purposes the Kabiz-e-Kadim holds the land as of himself though by what process the land has come to him and he has become the old occupier thereof, and the Inamdar agreed to accept the land revenue from him might be lost in antiquity or long lapse of time. It has been told to us that many a time the Inamdar conceded such rights to some persons because of the vast areas under his occupation and it is impossible for them to cultivate and manage the lands. But whatever that might be, it is (not) necessary to enter into an investigation of the same and it is suffice to hold that Kabiz-e-Kadim is not a tenant

9. We have seen that declaration of a person as a protected tenant is made u/s 35 of the Tenancy Act. Section 35 (2) provides the declaration to be conclusive of the fact of such person to be protected tenant and his rights as such to be recorded in the Record of Rights, or where there is no Record of Rights, in such village record as may be prescribed. Section 99 of the Act provides for bar of jurisdiction of the Civil Courts saying that such Court would have no jurisdiction to settle, decide or deal with any question which is, by or under the Act, required to be settled, decided or dealt with by the Tahsildar, Tribunal or Collector, or by the Board of Revenue or Government. None of the orders of such authorities are liable to be questioned in any civil or criminal Court. The declaration of protected tenant's status of Narsa Goud came in 1957 i.e., much after the inam vested in the Government on 20-7-1955 under the Inams Abolition Act. No doubt even after the inam was vested, a protected tenant would continue to have his tenancy rights until Sections other than Section 3 (1); 2 (a), (b), (c) and (f); (3) and Section 34 were notified to come into force i.e., 1-11-1973. The Act itself stipulated two dates of vesting which was noticed in *The State of Maharashtra Vs. Lazmen Abaji and Another*, and *N. Sudershan Reddy and Others Vs. Smt. Kannamma (deceased by LRs) and others*,, which cases also noticed that the rights of protected tenants were saved during the interregnum period between first and the second date of vesting, by virtue of Section 3 (2) read with Section 33. Hence, if Narsa Goud was the protected tenant as he was declared to be, he would continue as such also on 22-1-65 and would have had the disability to enter into the agreement of sale of the land in favour of the respondents for which the agreement would be void.

10. But even so the appellants must fail because of various reasons. It is stated that the application for declaration as occupants u/s 7 of the Inams Abolition Act was made by them some time in the year 1975. The exact date of filing such application is neither given by them nor we could find from the record. Even though it is argued that as successors of Narsa Goud they had the right to declaration as occupants, yet such right was available only in respect of the lands of which they were in personal cultivation on the second date of vesting of the inam i.e., 1-11-1973. u/s 1 of the Inams Abolition Act, only some sections were brought into force on the date of the publication of the Act in the Official Gazette but the rest of the Sections including Section 7, Section 1 (b) were to come into operation when the notification in that regard was to be published. That notification came on 1-11-1973. The question as to what is the date of vesting, for the purpose of Section 7, came to be considered by the Division Bench of this Court in N. Sudershan Reddy and Others Vs. Smt. Kannamma (deceased by LRs) and others,, wherein the finding of the learned Judge that it is 1-11-1973 was upheld. Hence, the appellants were not entitled to get benefit of Section 7 of the Inams Abolition Act, unless they were in cultivating possession of the lands on 1-11-1973. The learned single Judge considering the question of possession came to the conclusion that the respondents are in continuous possession of the land since 1965 in pursuance of the agreement of sale. In reaching the conclusion, he took into consideration the fact that in the proceeding u/s 145 CrP.C., the respondents were declared to be in possession of the lands by the Executive Magistrate, whose order was affirmed by this Court in Crl. R.C.No. 769/75 on 4-7-1976. The lands had been, during the proceedings, attached from their possession. That apart, on perusal of the record we find that the respondents submitted their application u/s 5 (1) of the Inams Abolition Act before the Revenue Divisional Officer (Inams Tribunal), Medakon 25-9-1975. In the enquiry conducted on the said application by the Special Tahsildar, Medak Division, appellants 8, 9 and 10 viz., S. Lakshminarayana, S.Jagannadham and S. Ashok, the grand sons of late Narsa Goud filed affidavit on 29-10-75, admitting the execution of agreement of sale dt 22-1-1965 by their grand father, the receipt of sale consideration of Rs. 21,500/- by him and the physical possession of the respondents over the subject lands. Since the appellants were not in possession of the land on 1-11-1973 the question of their being declared as occupants of the land u/s 7 of the Inams Abolition Act does not arise. On this single question alone, as precisely the sole basis on which Mr. K. Pratap Reddy, has advanced his arguments, the appellants are bound to fail. Even otherwise, if Narsa Goud is taken as Kabiz-e-Kadimas is the very case of the appellants themselves, there was no inability in him to execute the agreement of sale and to put the respondents into possession of the land. The transaction was a valid one. The appellants are also to fail on that basis.

11. While the appeal of the appellants thus fail, and we uphold the order of remand, yet we think it necessary, in view of the complexities of the case, to further make clear the position of law which may be necessary to be considered

as to whether the respondents are entitled for any declaration or for consideration for settlement of the land and in that connection it is also necessary to be seen as to whether the very declaration of protected tenant's status of Narsa Goud has been on application filed within time.

12. Section 35 of the Tenancy Act provides that if any question arises whether any person, and if so what person, is deemed u/s 34 to be a protected tenant in respect of any land, the landholder or any person claiming to be so deemed, may within one year from the commencement of this Act, apply in the prescribed form to the Tahsildar, for decision of the question and the Tahsildar shall, after enquiring into the claim or claims in the manner prescribed, declare what person is entitled to be deemed to be the protected tenant. The Act, which provided in Section 1 (3) to come into force at once, was published in the Government of Hyderabad Gazette No. 81, No. 48 Part 1-C page 73 on 28-8-1950 and in Notification No. 48 dt 23-5-51 published in the Government of Hyderabad Gazette, Part 1-C page 885 dt. 7-6-1951, provide detailed procedure In the matter of the enquiry and stipulated a preliminary record of tenancies. A register of disputed cases to be maintained. The fact of making an application within a stipulated time conferred the jurisdiction upon the Tahsildar to decide the dispute. He could have no jurisdiction to entertain the dispute beyond the period of one year as the Act stipulates no power of condonation of delay and the Tahsildar is also not a Court. While, the decision of the Tahsildar made on a valid application u/s 35 is final subject to the statutory challenges, yet an enquiry as to whether the jurisdictional fact was satisfied or not is not barred. If the application of Narsa Goud had not been made within time, a decision of his status u/s 35 could not arise. On the other hand if Narsa Goud was the Kabiz-e-Kadim as seems to be the conceded case and also accepted by the Collector, the agreement of sale by him was a valid document. The evidence led by the parties before the Enquiry Officer u/s 10 has been produced before us. The statement of V. Prasada Rao, respondent No. 4 was that Narsa Goud was in occupation of the land for about 30 years before 1955 and he was having "Dawani Kaul Nama" executed in 1955 by the Inamdar as a "Kauldar" possessing the land in which character he became the Kabiz-e-Kadim under the Act. During the same enquiry, the evidence of one Surabhi Dasarath Goud, son of the appellant No. 1 who was the son of Narsa Goud was adduced. In his statement he supported the statement of respondent No. 4 Prasada Rao that his grand father was the Kabiz-e-Kadim as stated by respondent No. 4. Thus while these statements in evidence would show that Narsa Goud was the Kabiz-e-Kadim since 1955, yet the declaration would show that he was declared as protected tenant in 1957. Obviously the two statuses cannot go together though under the Inams Abolition Act both the categories were entitled to be registered as occupants. Very many important and different consequences ensue from the respective statuses which would not be reconcilable as has been noticed earlier.

13. An argument has been advanced before us by Mr. Vasudeva Rao appearing for the Inamdars that there is no agreement of sale or sale by the Inamdars to

the respondents and that hence the question of their claiming to be registered as occupants does not arise. Claim has been made by the respondents of purchase of all the survey numbers even besides the agreement of 22-1-1965 though of course if there is no sale or agreement to sell by the Inamdars to them of any land, they may not have any claim to such lands and the Inamdars would be entitled for registration as occupants in respect of the lands if they are otherwise found entitled to it. Yet as there is confusion in the survey numbers in respect of which the assignments were effected, we think it fit that on remand proper findings on the facts are to be made.

14. Because of such conclusions reached, it is necessary that findings be reached by the proper fact assessing authority regarding the very many disputed questions which have arisen before us. Hence while upholding the order of remand, we feel that the enquiry by the respondent No. 2 be specifically directed in respect of the questions which we frame, so that a comprehensive determination of the rights of the respondents or the Inamdars be determined. In that view of the matter, we direct that the respondent No. 2 shall enquire and reach findings specifically in respect of the following matters and decide the rights of the respondents or the Inamdars accordingly:

(1) Whether the application of Surabi Narsa Goud for declaration as protected tenant had been presented within one year of the commencement of the Tenancy Act?

(2) Whether Narsa Goud was the Kabiz-e-Kadim in respect of the lands?

(3) In respect of which survey numbers Narsa Goud was declared as the protected tenant?

(4) What were the survey numbers for which the agreement of sale was executed by Narsa Goud on 22-1-1965 in favour of Bapaiah Choudary?

(5) Which are the lands claimed by the Inamdars and whether any of those lands were surrendered by Narsa Goud or the appellants in favour of the Inamdar?

(6) Whether any land was sold by Venkatarama Rao-Inamdar to the respondents?

14. In the result, the appeals are dismissed with the above directions. No costs.