(1912) 07 BOM CK 0007

In the Bombay High Court

Case No : Second Appeal No. 586 of 1911

Shivram Narsingrao APPELLANT

Vs

Mahadev Narayan Kulkarni RESPONDENT

Date of Decision : 30-07-1912

Acts Referred:

Citation : (1912) 14 BOMLR 797 : 17 Ind. Cas. 170

Hon'ble Judges : Chandavarkar, J;Batchelor, J

Bench : Division Bench

Judgement

Chandavarkar, J.—The Courts below have held that the land in dispute ceased to be vatan after the Collector had levied the full amount of assessment on it and assigned that amount as remuneration for service. But there is no provision in the Vatan Act or any other law to support that view. It has been held by this Court that a vatan continues in that character even when the Gordon Settlement has been applied to it and service has ceased to be demanded as a consequence of that settlement: Appaji Bapuji v. Keshav Shamrav ILR (1890) 15 Bom. 13 and Bhau P. v. Ramchandrarao M. ILR (1895) 20 Bom. 423. In the present case it is conceded by the learned pleader for the respondent, and indeed the Courts below have found, that the land in dispute had been vatan before in 1872 it was sold by the Court to the defendant in execution of a decree against the person who was then the holder of the vatan. The Collector levied the full assessment and assigned it for remuneration for service because of the Court-sale. But the land as vatan did not lose its character merely because the Collector altered the mode of remuneration.

2. If then the land continued as vatan after the Court-sale in favour of the defendant, he took merely the right, title and interest of his judgment-debtor and on the death of the latter in 1905 his right under the Court-sale ceased. It was then that the plaintiff as the next holder of the vatan became entitled to the property and this suit brought within twelve years from 1905 is in time. That is in accordance with Radhabai v. Anantrao Bhagvant Deshpande ILR (1885) 9 Bom.

198 and Ramgauda bin Hirgauda v. Gopal Sadashiv (1898) P.J. 30.

3. Decree reversed and claim awarded with costs throughout on respondent.

