

(1901) 10 MAD CK 0024
In the Madras High Court

Sir Ramasami Mudaliar

APPELLANT

Vs

Annadorai Ayyar

RESPONDENT

Date of Decision : 31-10-1901

Acts Referred:

Citation : (1902) ILR (Mad) 454

Hon'ble Judges : Bhashyam Ayyangar, J;Benson, J

Bench : Division Bench

Judgement

1. u/s 316 of the CPC the title to the land in the occupancy of the former tenant vested in the purchaser at the Court sale on the date on which the sale was confirmed, that is, on the 31st March 1900. From that date he became the tenant of the landlord and bound to pay rent according to the customary instalments (Section 55, (5) (i) of the Transfer of Property Act). Two of those instalments for the then current fasli had previously fallen due and it is clear that for neither of these instalments was the defendant liable. Two instalments fell due after that date, viz., on the 1st April and on the 1st May, and for those instalments the defendant was liable and was therefore a tenant within the definition of that word in the Rent Recovery Act. He was therefore bound to accept a patta for that fasli. The patta tendered to him made him liable for all four instalments. This he was not bound to accept. The patta, in order to be a proper one, should have limited his liability for rent to the two instalments which he was alone bound in law to pay. The patta tendered is accordingly modified by adding the following clause: ""The tenant is liable to pay only the instalments of rent which fell due on the 1st April and 1st May 1900. We direct the tenant to accept the patta as thus modified and to execute ""a corresponding

muchalka. Each party will bear his own costs throughout."" We may add that in respect of the two instalments which became due before the 31st

March the landlord might, before the end of the fasli, have tendered another patta to the former tenant, who was the owner up to that date,, his

liability for rent being limited to the first two instalments.

2. The date on which the new tenant the purchaser in the Court auction) recovered actual possession from the former tenant, subsequent to the

confirmation of sale, is immaterial in regard to his liability to pay rent accruing due subsequent to the confirmation of sale.