

(1912) 10 MAD CK 0071
In the Madras High Court

Sivini Appalanarasimhulu and Another	APPELLANT
Vs	
Murada Sanyasi and Others	RESPONDENT

Date of Decision : 02-10-1912

Acts Referred:

Madras Estates Land Act, 1908 — Section 3(5)

Citation : 17 Ind. Cas. 120

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

Bench : Division Bench

Judgement

1. 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 Vilasa zemindary. The Inam was admittedly one granted by the zemindar subsequent to the Permanent Settlement. The view taken by the Sub-Collector and 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 land-holders if the land is not an estate. The definition of an "estate" includes specifically two classes of Inams by Sub-clauses (d) and (e). 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 been made, confirmed or recognized by then 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 (SIC) permanent under-tenure. The Inam in question consists only of some lands in a village and not of a village or one or more villages of the "estate" of Sangam Vilasa 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 the zemindar provided it consists of one or more villages, for it would then be a portion of the zemindar's estate held on a permanent under-tenure. Sub-clause (d) relates to a village which has ceased to be part of a zemindari and Sub-clause (e) relates to an Inam which, being granted by the proprietor of the zemindari and held under him, has not ceased to be a portion of, the zemindari. Although it is clear that the land in question is not an estate, that is not sufficient to show that the suit is not cognizable by the Revenue Court. For the test, which is decisive on the question of jurisdiction, is, whether the plaintiffs are land-holders. 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 rent of a portion of the estate of Sangam Vilasa. There is no reason why the holder of an under-tenure should not be held to be a person entitled to collect rent 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 zemindar, is such a person holding under him and entitled to collect the rents of a portion of the zemindari as a lessee or usufructuary mortgagee of the whole or a portion of the zemindari. If the tenure-holder is not bound to make any payment to the zemindar for his tenure, he will then be a person owning a part of the estate and, as such, would come within the meaning of "land-holder." It is clear that the term "land-holder" is wider than the owner of an estate.

2. No doubt, the word "rent" is defined as whatever is lawfully payable in money, in kind or both, to a land-holder 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 a "land-holder" 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 zemindar as an under-tenure, are persons entitled to collect the rent of the land. They must, therefore, be held to be land-holders 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 Civil Revision Petition No. 895 of 1910, who upheld the view taken by the Subordinate Court of Cocanada, although no reasons are stated in the judgment.

3. The decrees of the lower Court 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.