

(1964) 07 MAD CK 0038

In the Madras High Court

Case No : Civil Revision Petition No's. 1307 to 1312 of 1963

Smt. Sakunthala and Another

APPELLANT

Vs

Thandukaran and Others

RESPONDENT

Date of Decision : 20-07-1964

Acts Referred:

Tamil Nadu Cultivating Tenants Protection (Amendment) Act, 1956 — Section 2, 4, 4B

Citation : (1965) ILR (Mad) 644

Hon'ble Judges : Kailasam, J

Bench : Single Bench

Advocate : K.S. Sankara Iyer, for the Appellant; R.G. Rajan, for the Respondent

Final Decision : Dismissed

Judgement

Kailasam, J.—This batch of revision petitions is filed against the order of the Revenue Divisional Officer, Vriddhachalam, holding that the

Respondents in the civil revision petitions are cultivating tenants evicted unlawfully from the lands and directing the Petitioners to put them in

possession. The lands in question belonged to one Nattar Elaya Pillai. By a settlement in 1960, he transferred the items in Petition Nos. 5, 8 and 9

in the lower Court to his sister's daughter Sakunthala. The items in Petition Nos. 6, 7 and 10 in the lower Court belonged to Elaya Pillai himself. It

is the case of the Respondents that they were cultivating tenants under Elaya Pillai or his sister's daughter Sakunthala for some years and that they

were wrongfully dispossessed within two months before the date of the petitions. The Court below has found that the Respondents in these

petitions were cultivating tenants and that they were wrongfully dispossessed by Elaya Pillai or by his sister's daughter Sakunthala.

2. Mr. Sankara Iyer, learned Counsel for the Petitioners, submitted that the

Respondents were not cultivating tenants under the Act, for, after the Cultivating Tenants Protection (Amendment) Act (XIV of 1956), came into force, Section 4(B) of the Act required that in every case of tenancy agreement between the cultivating tenant and the landlord, a lease deed shall be executed in triplicate in the prescribed form within a reasonable time after the commencement of such tenancy, giving all the particulars of the tenancy, and the agreement shall be signed both by the landlord and the cultivating tenant. The section also provides for retention of one copy by the landlord and another by the tenant, lodging the third in the taluk office. If the landlord or the cultivating tenant refused or delayed the executing of the lease deed unreasonably, it shall be open to the other party to lodge the lease deed in the taluk office, with a declaration that the other party refused or delayed unreasonably to execute it. The revenue divisional officer was also empowered to impose a penalty, extending up to Rs. 50 on the party refusing to sign the lease deed. The learned Counsel submitted that Section 4B required that all tenancy agreements after 1956 shall be executed in triplicate form. It also provided for a penalty to be imposed in cases of refusal by one of the parties. From these conditions, the learned Counsel submitted that all tenancy agreements after 1956 can only be in this particular form, and in no other manner, and if there was no express tenancy agreement as provided u/s 4B, the right of a cultivating tenant would not be conferred on the tenant. I am unable to accept this contention. Section 2(a) defines cultivating tenant as follows:

Cultivating tenant in relation to any land means a person who carried on personal cultivation on such land under a tenancy agreement, express or implied, and includes any person who continues in possession of the land after the determination of the tenancy agreement.

3. If, after 1956, the procedure laid down in Section 4B is not followed, it can be contended that there is no express agreement. But if a tenant is allowed to carry on personal cultivation of land by the landlord on payment of rent, it cannot be said that even impliedly he is not a cultivating tenant. But a tenant who sets up that he is a cultivating tenant by an implied agreement will have to prove implied agreement. A reading of the section does not support the contention of Mr. Sankara Iyer that if a tenant is to have the rights of the cultivating tenant, it can only be by executing

a lease deed in the form prescribed in Section 4B.

4. In all these petitions, there was no express agreement, but there can be no doubt that they were cultivating tenants by implied agreement. The

Court below found that they were tenants actually cultivating the land. There is no reason for not accepting the finding of the Court below.

5. Learned Counsel submitted that in Petition Nos. 8 and 9, the Respondents have not clearly stated that it was Sakunthala that evicted them from

the lands concerned in those petitions but referred only to Elaya Pillai as the person that evicted them. It was the case of the Respondents that

Elaya Pillai settled the properties on Sakunthala and that he was in actual management of the properties. The eviction by Elaya Pillai was only on

behalf of Sakunthala and there is no reason why the tenants should not get the benefit under the Act in these cases also.

6. There are no grounds for interfering with the order of the Court below. These petitions are dismissed with costs in Civil Revision Petition No.

1307 of 1963.