

(1915) 03 MAD CK 0008
In the Madras High Court

Sreekisan Pitty and Another

APPELLANT

Vs

Kota Namalwarayya

RESPONDENT

Date of Decision : 18-03-1915

Acts Referred:

Citation : AIR 1916 Mad 1170(1) : 29 Ind. Cas. 246

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

Bench : Division Bench

Judgement

1. We think that Exhibit 13, besides being a receipt for the money paid by the defendants, is also a written record of the plaintiff's agreement to

accept a rent-deed, which was to be executed by the defendants and a record of the terms of the agreement to lease entered into between the

plaintiff and the defendants. Exhibit A is referred to in Exhibit B as a document to be read with and as part of Exhibit B.

2. We think that having regard to the decisions in Narayanan Chetty v. Muthiah Servai 8 Ind. Cas. 520 : 9 M.L.T. 142 : 21 M.L.J. 44 : 35 M.p

63 and in Syed Ajam Sahib v. Meenatchi Devasthanam 8 Ind. Cas. 668 : 35 M.p 95 : 8 M.L.T. 437 : (1910) M.W.N. 766 : 21 M.L.J. 202

Exhibit B must be treated as an agreement to lease and is inadmissible in evidence for want of registration. The decree of the lower Court will stand

reversed and the suit will stand dismissed so far as it prays for specific performance.

3. Under the circumstances the parties will bear their own costs in both Courts.