
(1957) 03 MAD CK 0008
In the Madras High Court

Sri Kalameghaperumal Devasthanam	APPELLANT
Vs	
V. Kalamega Iyengar and Others	RESPONDENT

Date of Decision : 06-03-1957

Acts Referred:

Citation : (1957) 2 MLJ 579

Hon'ble Judges : Rajagopalan, J

Bench : Division Bench

Judgement

Rajagopalan, J.—These appeals arose out of the claims preferred to the Estates Abolition Tribunal u/s 42 of Madras Act XXVI of 1948 for

the payment out of the advance compensation deposited with the Tribunal for thirteen inam estates notified and taken over by the Government

under the Act.

2. Four of the these inam estates each consisted of the whole village. In the case of the other nine only three-fourths of each of the villages

constituted the inam estate, the other fourth in each of these nine villages constituted a separate inam, which was admittedly granted to the

Thirumohur Devasthanam, and we are not concerned with those grants now. It was common ground that each of these thirteen inam estates was

granted as an inam to the ancestors of the three temple servants, who between them claimed the compensation amount, to provide for the

performance of specified services, Archakam and Paricharakam, in the temple. When these grants were confirmed by the Inam Commission, an

obligation was imposed" on the service-holders who were the grantees, to pay a specified sum as quit rent (or poruppu) to the Devasthanam, and

this condition was specified in the title-deeds that were issued to the service-

holders. The service-holders claimed that the liability to pay this poruppu ceased u/s 57 of the Act, The Devasthanam objected to the claim of the service-holders, that the entire amount of compensation was payable to them, and in its turn claimed that the whole amount should be paid to it.

3. The Chairman and the Second Member, of the Tribunal held that the service-holders were the principal landholders, in whom the inam estates had vested immediately before the notified date. The Chairman and the Third Member took the view, that the Devasthanam was not entitled to any compensation for the loss, of the poruppu while the Second Member was of the opinion, that the position of the Devasthanam was that of a creditor, and that the Devasthanam was entitled to payment of the capitalised value of the poruppu out of the advance compensation. The ultimate order of the Tribunal was that the entire amount of compensation should be paid to the three, service-holders in specified shares about which there was no dispute between them. The Devasthanam whose claims were rejected preferred these appeals. The service-holders are the respondents in these appeals.

4. It was never the claim of the Devasthanam that any of these thirteen inam estates was granted in inam to the temple. The grant was admittedly to the ancestors of the respondents, the service-holders, and it was confirmed on that basis and title-deeds were issued to the predecessors-in-interest of the respondents. As pointed out in *Narayana v. Lakshmiah* ILR (1953) Mad. 1166 : (1953) 2 M.L.J. 167 grants of Devadayam inams fell into three well-recognised classes : (1) grants to the temple, (2) grants of service inams in the sense that the grants were to constitute emoluments of offices in the temple and (3) personal grants with an obligation to render specified services in the temple. As we pointed out in our judgment in *Sri Meenakshi Sundareswarar, etc., Devasthanams by Executive Officer and Another Vs. C.M.S. Shanmugasundara Bhattar and Others*, it was only in the case of inam estates which as inams were in class 1 that the temple-could claim to be the principal landholder as defined by Section 2(12) of the Act-In the case of inam estates that were in the other two classes, classes 2 and 3, the principal landholder was not the temple but the holder of the service. Apparently the-Tribunal was of the view

that all the thirteen inam estates, with which we are concerned in these appeals, fell within class 3, that is, that they were personal grants burdened with service, though the Tribunal did not record such a specific finding. For the reasons given in our judgment in S.T.A. No. 15 of 1953, etc.,² we reject the contention of the Devasthanam, that as the inam estates were religious endowments, as defined by Section 6(14) of Madras Act XIX of 1951 the ownership of the inam estates vested in the Devasthanam, and also the further contention, that as the Devasthanam had an interest in the continuance of the services for which the inams were granted and confirmed, the Devasthanam was entitled to at least a share in the compensation. The compensation in the case of each of these thirteen inam estates is payable to the service-holders as the principal landholders, and the statutory provision for the continuance of the services is that in Section 38-A of the Act. It was never denied that the respondents were in possession of the inam estates and that they continued to render the required services till immediately before the notified date. They were the principal landholders immediately before the notified date, and they were entitled to the compensation on that basis.

5. The only other question that remains for determination in these appeals is, whether the Devasthanam is entitled to any share of the compensation for the loss of the poruppu, that was hitherto being paid to it by the service-holders who held the inam estates. In the case of under-tenure estates poruppu is normally payable to the landholder holding the main estate. In the case of the other estates, it is normally payable to the Government, and it is more usually referred to as jodi or quit rent. In the case of the Devasthanam in these cases what it received from the inamdars was referred to as poruppu by the parties in their pleadings. It is not the name that is given to a payment that determines the nature of the obligation. Exhibit B-1 which related to another village dealt with by the Inam Commission at the same period should be of help in determining the nature of the obligation imposed on the grantees of the thirteen inam estates with which we are now concerned. The Tirumohur Devasthanam was in a poor way, and the service holders other than the karnam were prepared to help the Devasthanam. The Karnam's inams were eventually resumed and granted to the Devasthanam; the Karnam was paid a fixed monthly salary. The Archakas and

Paricharakas agreed to surrender six villages and a fourth share in nine other villages, which were granted to the Devasthanam. In addition the Archakas had to pay a fixed sum to the Devasthanam on the inams which were confirmed in their favour; they were payments made even before the Inam Settlement, and apparently at one time the amounts were voluntarily enhanced.

6. It should be noticed that, though these payments were referred to as poruppu, the extracts from the Fair Inam Register, which were filed in these cases referred to what the Inamdars had been paying to the Devasthanam before the Inam settlement as "jodi". In the title-deeds issued to the Inamdars after the Inam Settlement what was payable by them to the Devasthanam was specifically referred to as quit rent, and there was the usual provision in each of the title-deeds for the enfranchisement of the inam by capitalising the quit rent.

7. Exhibit B-1 explained how the payments came to be made to the Devasthanam.

The tasdik charges of the pagodas of Tirumohur Kalamegaperumal, Narasimhaswami, etc., were fixed to be defrayed from the poruppu or jodi leviable on the villages granted for their sibbandi or service and appear to have been sanctioned since the cession of the country by (to?) the company. The fixed tasdik was found insufficient to maintain the Pagoda

In Column 22 of Exhibit B-1 the entry ran:

The Deputy Collector supposes that the Jodi on the 44 villages entered in the register paid to the Government and carried to accounts as ayah revenue and then repaid to the pagodas....

A further passage ran:

Under the orders of the Accountant-General of 28th June, 1838 the original jodi carried to the account of the ayan revenue which is debited, with the amount of the tasdik as reported by the Collector in paragraph 15 of his report dated 14th April, 1849

8. Thus the position even before the Inam Settlement, which was continued after it, was that what was payable was as jodi to the Government and it was treated in the accounts of the Government also as jodi paid to it was paid direct by the Inamdars to the Devasthanam under the orders of the

Government. There was no evidence to show how the payments were adjusted in the accounts of the Government after the issue of the title deeds

to the Inamdars. But what was payable under the title deeds was quit rent, and that, instead of being paid to the Government to whom it was due,

had to be paid direct to the Devasthanam.

9. Such being the nature of the poruppu payable by the holders" of these thirteen Inam estates, the question is, does it cease to be payable after the

notified date u/s 57 of the Act. Section 57 runs:

Peshcush, jodi or quit rent as the case may be in respect of an estate shall cease to accrue with effect from the end of the fasli year immediately

preceding the notified date

10. It was common ground that the amounts payable by the Inamdars, poruppu as per the pleadings and quit-rent as per the title-deeds, were

excluded from consideration in assessing the approximate annual basic sum, which furnished the basis for the computation of the advance

compensation amount. That would have been possible only u/s 35(a) of the Act on the footing that the payment was in the first instance due to the

Government.

11. In our opinion Section 57 in terms applied to the "" poruppu "". It was really quit-rent that the inamdars of these thirteen inam estates had to pay

under the terms of their Sanads. u/s 57, this "" poruppu "" ceased to be payable after the notified date. The Devasthanam could not thereafter

enforce the obligation laid on the inamdars to pay poruppu, which was in reality a tasdik allowance that would have otherwise been paid by the

Government direct to the Devasthanam. Act XXVI of 1948 did not provide for the payment to the Devasthanam of any amount as compensation

for the loss of this poruppu. It was an arrangement confirmed under special circumstances at the time of the Inam Settlement when the abolition of

the estate could not have been foreseen. The compensation for the inam estate was payable to the principal landholder. In assessing that, Section

35(a) of the Act excluded whatever "" was payable as jodi, quit-rent or other amount if any of a like nature payable annually by the landholder to

the Government "". As we said, though the payment was called poruppu, it was really quit-rent and it fell within the scope of Section 35(a) and it

was on that basis that the amount was excluded in computing the advance

compensation amount. The principal landholder cannot be asked to pay over again the capitalised value, of the poruppu to the Government or to the Devasthanam on behalf of the Government. IT is for the Government to provide for the payment of the tasdik allowance to the Devasthanam direct, now that the temple has lost the tasdik allowance that was paid in the shape of payments styled "" poruppu "".

12. It is true that the claim for a tasdik allowance cannot be founded by the temple on the provisions of Act XXVI of 1948. But it is entirely for the Government to decide whether tasdik allowances should be paid to the Devasthanam in lieu of the payments that were hitherto being paid to it as poruppu"". That the Devasthanam "" was in receipt of poruppu up to the end of the fasli preceding the notified date did not make the Devasthanam either a sharer in, or a creditor of, the inam estates. On no other basis could the Devasthanam claim any portion of the advance compensation.

13. The majority of the Tribunal was right in negating the claims of the Devasthanam. The appeals fail and are dismissed with the costs of the respondents.