
(1971) 02 MAD CK 0006

In the Madras High Court

Case No : C.R.P. No. 631 of 1969 and 625 of 1970

Sri Papanasam Swami Pichai Kattalai

APPELLANT

Vs

Kalimuthu Moopanar and another

RESPONDENT

Date of Decision : 12-02-1971

Acts Referred:

Tamil Nadu Minor Inams (Abolition and Conversion into Ryotwari) Act, 1963 — Section 3(f)

Citation : (1971) 02 MAD CK 0006

Hon'ble Judges : Sadasivam, J

Bench : Single Bench

Advocate : S. Gopalan, for the Appellant; V. Rathnam and Patharesakudumban, for the Respondent

Final Decision : Allowed

Judgement

Sadasivam, J.—Petitioner in these civil revision petitions is the plaintiff, Sri Papanasam Swami Pichai Kattalai through its huqdar Sri la Sri

Subramania Pandara Sannadhi in S.C.S. No. 648 and 649 of 1966 on the file of the District Munsif's Court, Ambasamudram. The suits have

been filed to recover arrears of rent due from the respondent defendant in each case for faslis 1373, 1374 and 1375, on lease deeds in Ex. A-1

and A-2 respectively. The learned District Munsif held that the petitioner cannot claim arrears of rent subsequent to the appointed day i.e. 15th

February, 1965, as the suit lands are minor inam lands and Madras Minor Inams (Abolition and Conversion into Ryotwari) Act, 1965, hereinafter

referred to as the Act, applies. He, therefore granted decrees for the arrears of rent prior to the appointed day and dismissed the claims in the suits

for the subsequent period. In doing so, he relied on S. 3 (f) of the Act, which states that the rights and obligations of the Inamdar shall be

extinguished from the appointed day, namely, 15th February, 1965. I shall refer to the relevant provisions of the Act. ""Inam"" is defined in S. 2 (5)

of the Act as meaning (i) the grant of the melwaram in any inam land, and (ii) the grant of both the melwaram and the kudiwaram in any inam land

which has been made, confirmed or recognised by the Government. S. 2 (6) defines Inamdar in respect of any inam as the person who held the

inam before the appointed day. Thus, the Act applies to both the Inamdar who owns the melwaram alone and also to an Inamdar who owns the

melwaram and kudiwaram.

2. S. 3 of the Act provides for vesting minor inams, etc., in Government from the appointed day. S. 3 (d) authorises the Government to take

possession of the minor inam lands ; but there is a proviso to that sub-section that the Government shall not dispossess any person of any land in

the minor inam in respect of which they consider that he is prima facie entitled to ryotwari patta pending the decision of the appropriate authority

under the Act, as to whether such a person is entitled to such patta. This is the relevant provision to be borne in mind in this case. Though the

appointed day is 15th February, 1965, the Government has not taken possession of the inam land forming the subject-matter of these suits from

the Inamdar, petitioner herein. In fact, in an enquiry under the Act it is stated that the petitioner has applied for a ryotwari patta and that there, it is

said to be pending. It is needless to state that it has to be disposed of on its merits. But there is a presumption under S. 44 of the Act that the

Inamdar owns both the melwaram and the kudiwaram in the inam lands. On the facts of this case, there can be no doubt that the petitioner alone

will be entitled to a ryotwari patta. In the plaint it is clearly stated that the petitioner is the owner of the land and that he has leased it to the

respondent in each case. The respondent in each of these petitions has executed rent deeds, Kuttagai Pattirams, admitting the title of the petitioner

and agreeing to pay rent. I fail to see how on the above facts, the respondent in each case can claim any ryotwari patta. In fact, it does not appear

that they have put forward any claim for ryotwari patta so far. On the other hand, it is stated that the petitioner has applied for ryotwari patta.

3. It is true under S. 3 (f) of the Act, the rights and obligations of the Inamdar as such shall be extinguished. But the Inamadar has been allowed to

continue in possession by virtue of the proviso to S. 3 (d) of the Act, as he is prima facie entitled to a ryotwari pattas. He is, therefore, lawfully entitled to remain in possession of the lands or collect rent from the tenants in occupation by virtue of the rent deeds executed by the tenants. It is true that under S. 49 of the Act, the provisions of the Act shall have effect notwithstanding any thing inconsistent therewith contained in any other law, custom, usage or contract. But it is clear from what I have stated, there is nothing in the contract evidenced by the rent deeds which is inconsistent with any of the provisions of the Act.

4. Even the scheme of the Act cannot be said to lend any support to the contention of the learned advocate, Sri Ratnam, for the respondent in C.R.P. 625 of 1970. The respondent in the other civil revision petition is not represented in this court. Sri Ratnam referred to S. 20 (1) of the Act in which provision has been made for compensating the Inamdar of an iruwaram minor inam attached to a religious institution, as in this case. But it is clear from that section that the compensation has to be calculated in accordance with S. 19 of the Act. It is clear from S. 19 of the Act that in computing the compensation on the basis of income from all sources in the inam, the lands in respect of which the Inamdar is entitled to a ryotwari patta should be excluded. It should be noted that under S. 12 (1) of the Act, if a person, whether an Inamdar or not, who has become entitled to a ryotwari patta under the Act other than under S. 9 in respect of any inam land, shall, for each fasli commencing with the fasli year in which the appointed day falls, shall be liable to pay to Government the assessment under the ryotwari settlement of the inam land. Thus, the scheme of the Act clearly shows that the Inamdar who owns both the melwaram and the kudiwaram is liable to pay ryotwari kist from the appointed day on ryotwari patta being granted to him. I have referred to the proviso to S. 3 (d) of the Act that the possession of the Inamdar should not be disturbed by the Government if he is prima facie entitled to a ryotwari patta. It is, therefore, obvious that such a person as the petitioner in this case who is allowed to remain in possession of the land lawfully could continue to collect the rent from his tenants.

5. Sri Ratnam relied on S. 41 of the Act, which provides that whether a decree has been passed or not, a ryot shall be absolved of payment of

arrears of rent for a period exceeding three years prior to the appointed day on his actually paying the arrears of rent for three years. It is

unnecessary to go into the question whether having regard to the use of the word "ryot" in the section, it is intended to apply only to one who

claims kudiwaram rights. It is only an enabling provision which gives the tenant who has been in arrears for more than three years prior to the

appointed day to get his debt discharged by actually paying rent for three years. There is nothing in that section which affects the right of an

Inamdar to recover rent which accrues subsequent to the appointed day. For the foregoing reasons, I find that the petitioner is entitled to collect

the arrears of rent under the lease deeds executed by the respondent in each case, as nothing in the Act takes away such right. The lower court has

erred in disallowing the claim of the petitioner for the period subsequent to the appointed day. In modification of the Judgment and decrees of the

trial court, the suits are decreed as prayed for, with costs. The civil revision petitions are allowed with costs.