

(1964) 05 KL CK 0001

In the High Court Of Kerala

Case No : S.A.Nos. 6, 124 and 1077 of 1959

State of Kerala

APPELLANT

Vs

Sankaran Nambiar and Others

RESPONDENT

Date of Decision : 21-05-1964

Acts Referred:

Citation : (1964) KLJ 987

Hon'ble Judges : M.S. Menon, C.J;S. Velu Pillai, J

Bench : Division Bench

Advocate : K.A. Mohammed Government Pleader, M.C. Sreedharan and V. Bhaskaran Nambiar, for the Appellant; A. Achuthan Nambiar, T.P. Kelu Nambiar and M.M. Cherian, for the Respondent

Final Decision : Allowed

Judgement

Velu Pillai, J.—The question as we take it, depends on the interpretation of the deed. On a perusal of the lease deed Ext. A1, we are satisfied, that there is no provision in it allowing an option to the tenant to pay in money the value of the commodities deliverable by him. Having no such option, and there being no provision for the payment of interest on the amount of the value of the commodities specified, we hold, that the tenant is bound to pay the market value of the commodities on the dates on which they were payable. It is also to be noted, that by no stretch of reasoning, the provision for payment of interest can apply so far as the delivery of jack fruit is concerned. On the above interpretation of the document, the suit is decreed in terms of the plaint. The parties will bear their costs throughout. The tenant's right, if any, to discharge the arrears u/s 73 of Act I of 1964 is not affected by this judgment. The document of lease Ext. A1 is on similar terms as the document which we have construed in S.A.No. 6 of 1959. The document as we interpret it gave no option to the tenant to pay in cash, the money value of the specified commodity. If so, he is liable to pay the market value of the commodity as on the date on which it was to be delivered. The question is one of interpretation. The fixation of the valuation of the

commodity towards the end of document was for the purpose of computing the stamp duty.

2. In the result, setting aside the decree of the lower appellate court, we restore the decree of the trial court subject to a deduction of Rs. 4/- rightly disallowed by the lower court. The parties shall bear their costs in this Court and in the lower appellate court.

S.A. No. 124 of 1959:

3. The document of lease Ext. A1 is similar to document in S.A.No. 6 of 1959 which we have interpreted. In accordance with that interpretation we hold that the tenant has no option under the document to pay in money the value of the commodities specified. The provision for interest on arrears of purapad is inconclusive. The question is one of interpretation. In modification of the decree under appeal allowing the price of the commodities specified, we decree the suit in terms of the plaint. The market value of the commodities claimed in the plaint has not been disputed. We direct the parties to bear their costs throughout.