

(1950) 09 MAD CK 0020
In the Madras High Court

Valia Peetikayil Chandrankandi Kunhi Pathumma	APPELLANT
Vs	
Ariyoth Ayammad and Another	RESPONDENT

Date of Decision : 21-09-1950

Acts Referred:

Citation : (1951) 1 MLJ 100

Hon'ble Judges : Panchapakesa Ayyar, J

Bench : Single Bench

Judgement

Panchapakesa Ayyar, J.—The simple point arising for decision in this second appeal is whether both the lower Courts were right in allowing the deposit within two months of 15th September, 1946 (the deposit was made actually on 8th November, 1948) construing the deposit required under Sub-section (5) of Section 4 of Madras Act XVII of 1946 of "each year's rent as it accrues" to mean only the rent accruing at the end of each year, even where the rent is payable by custom or contract in two half-yearly instalments, on 15th March and 15th September. In the present case there is no difficulty at all because the matter was covered by a previous decision between the parties, in R.M.P. No. 392 of 1947, which operated as res judicata, and the appellant could not, therefore, be allowed to agitate the matter over again. But, even apart from this question of res judicata the better opinion appears to be to construe the year's rent as accruing at the end of the year. In *Abdulla v. Patinhare Kottu Tavazhi* (1948) 2 M.L.J. 71 : C.R.P. No. 1469 of 1947. I held that the proper construction of the words "each year's rent" should be to take the year, as a whole, and not each instalment thereof separately, and that, when a tenant holding over deposits the year's rent within the time fixed, though he

has not paid the instalments according to the original lease deed, it is sufficient to entitle him to have a stay under Act XVII of 1946. Mack, J., in

Mannil v. Kesava Taragan (1948) 2 M.L.J 46 : C.R.P. No. 1372 of 1947, took a similar view. I find it difficult to hold that any other view is

possible in view of the phrase "each year's rent as it accrues due" in Section 4(5) of the Act. The agricultural year in the locality is admitted to be

from 16th September to 15th September. The rent also is fixed per year, though payable in two instalments on 15th March and 15th September.

So, the year's rent can accrue only on 15th September. That is so in insurance also. The premium for a year is fixed but it may be payable

quarterly or monthly, but for purpose of calculating when the yearly premium accrues, the date at the end of the year is taken, and not the date at

the end of the month or quarter. There is nothing contrary to law or custom in taking the year's rent as a unit for certain purposes, as for the stay

under Act XVII of 1946, even though that rent is payable by custom or contract in instalments, and such a custom or contract can be upheld for

certain purposes as for limitation of one instalment of the rent under the Estates Land Act. It also depends on the wording of each Act and section.

The wording of Act XVII of 1946 is certainly in consonance with the interpretation given to it by the lower appellate Court and, indeed, by this

Court in the judgments referred to above. In this view, this civil miscellaneous second appeal deserves to be, and is hereby dismissed with costs.