

## **Malabar Tenancy Act, 1929**

**14 of 1930**

**[25 November 1930]**

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**SCHEDULE 1 :- Schedule**

**Malabar Tenancy Act, 1929**

**14 of 1930**

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**PREAMBLE**

Whereas it is necessary and expedient to define, declare, alter and amend, to the extent, in the manner, and for the purposes hereinafter appearing, the law relating to landlord and tenant in 2[the Gudalur taluk of the Nilgiri district]; and whereas the previous sanction of the Governor-General has been obtained to the passing of this Act; It is hereby enacted as follows:--

1. The Malabar Tenancy Act, 1929 (Madras Act XIV of 1930) puncted in this Code is as edited by the Secretary to the Law Department in pursuance of section 26 of the Malabar Tenancy (Amendment) Act; 1954 (Madras Act VII of 1954). References only to the amendments made subsequent to the aforesaid Madras Act VII of 1954 have been given in the form of footnotes.

For Statement of Objects and Reasons, see Fort St. George Gazette, dated 30th July 1929--Part IV, pages 134-136.

2. These words were substituted for the words "the district of Malabar and certain neighbouring areas in the State of Madras" by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

\*. Brought into force in the Gudalur Taluq of the Nilgiris district on the 15th March 1952.

**CHAPTER 1 PRELIMINARY**

**1. Short title :-**

(1) This Act may be called the Malabar Tenancy Act, 1929.

Local extent.

(2) It extends <sup>1</sup>[ ] to the Gudalur taluk of the Nilgiri district <sup>2</sup>[ ].

Commencement.

(3) It shall come into force <sup>3</sup>[in any of the areas to which this Act extends,] on such date as the State Government may by notification in the Fort St. George Gazette, appoint in respect thereof.

1. The words "to the whole of the district of Malabar" were emitted

by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957).

2. The words "and to the villages in the South Kanara district specified in the Schedule " were omitted by *ibid*.

3. These words were substituted for the words "in the district of Malabar from the 1st December 1930, and in any of the other areas to which this Act extends " by *ibid*.

## **2. Exemptions :-**

Nothing in this Act shall apply to--

(1) lands transferred by a landlord for felling timber or for planting tea, coffee, rubber, cinchona or any other special crop prescribed by a rule made by the State Government or the erection of any building for the purpose of, or ancillary to, the cultivation of such crop, or the preparation of the same for the market or <sup>1</sup>[ ] land lot only for fugitive cultivation:

Provided that no rule under this clause shall affect any land in respect of which any tenant has a right of fixity of tenure under this Act, so long as such right subsists,

or

(2) any transaction relating only to the usufruct of trees,

or

(3) any building owned by a landlord including a house, shop or warehouse, and the site thereof, together with the garden or land appurtenant thereto but not including a hut belonging to a landlord, in any *ulkudi* <sup>2</sup>[ ].

1. The words and figures "subject to section 55" were omitted by the Adaptation of Laws Order, 1957.

2. The words "or *kudikidappu*" were omitted by *ibid*.

## **CHAPTER 2 DEFINITIONS**

### **3. Definitions :-**

In this Act, unless there is something repugnant in the subject or context:--

Agricultural year.

(1) Agricultural year means the year commencing with the 15th March in any calendar year and ending with the 14th March of the following calendar year, or the year between such other dates as the Collector may specify in that behalf by notification in the

District Gazette, for <sup>1</sup>[the Gudalur taluk].

Commercial site.

(2) Commercial site means any land <sup>2</sup>[(not being a kudiyruppu, or an ulkudi)] which is used principally for the purposes of any trade, commerce, industry, manufacture or business;

Court.

(3) Court means the Civil Court having jurisdiction under the Code of Civil Procedure, 1908 (Central Act V of 1908), to entertain a suit for the possession of the holding or part thereof to which any legal proceeding under this Act relates;

Cultivate.

(4) Cultivate, with its grammatical variations, means cultivate either solely by one's own labour or with the help of the labour of the members of one's tarwad, tavazhi, illom, kutumba, kavaru or family, or of hired labourers or both, or direct or supervise cultivation by such members or hired labourers, jointly or separately, provided that such members or hired labourers have not agreed to pay or take any fixed proportion of the produce of the land they cultivate as com-

pensation for being allowed to cultivate it or as remuneration for cultivating it;

Dry land.

(5) Dry land means a land which is neither a wet land nor a garden land;

Eviction.

(6) Eviction means the recovery of possession of land from a tenant and includes the redemption of a kanam, or kanam-kuzhikanam;

Fair rent.

(7) Fair rent means the rent payable in accordance with the provisions of Chapter II;

Garden land.

(8) Garden land means any land used principally for growing coconut trees or areca trees or both;

Holding.

(9) Holding means a parcel or parcels of land held under a single engagement by a tenant from a landlord and shall include any portion of a holding as above defined, which the landlord and the tenant may agree to treat as a separate holding;

Illom.

(10) Illom shall have the same meaning as in the Madras Nambudri Act, 1932 (Madras Act XXI of 1933);

Improvement.

(11) (a) the word improvement shall have the same meaning as it has in the Improvements Act;

Improvements Act.

(b) Improvements Act means the Malabar Compensation for Tenants Improvements Act, 1899 (Madras Act I of 1900);

Intermediary.

(12) Intermediary means any person who, not being a janmi, has an interest in land, and is entitled, by reason of such interest, to possession thereof, but has transferred such possession to others;

Janmi.

(13) Janmi means a person entitled to the absolute proprietorship of land and includes a trustee in respect there-of;

Kanam.

(14) Kanam means the transfer for consideration in money or in kind or in both by a landlord of an interest in specific immovable property to another (called the kanamdar) for the latter's enjoyment, the incidents of which transfer include--

(a) a right in the transferee to hold the said property liable for the consideration paid by him or due to him which consideration is called kanartham,

(b) the liability of the transferor to pay to the transferee interest on the kanartham, and

(c) the payment of michavaram by the transferee;

Kanam-kuzhikanam.

(15) Kanam-kuzhikanam means and includes a transfer by a landlord to another (called the kanam-kuzhikanamdar) of garden lands or of other lands or of both, with the fruit-bearing trees, if any, standing thereon at the time of the transfer for the enjoyment of those trees and for the purpose of planting such fruit-bearing trees thereon, the incidents of which transfer include--

(a) a right in the transferee to hold the said lands liable for the consideration paid by him or due to him which consideration is called kanartham, and

(b) the liability of the transferor to pay to the transferee interest on the kanartham unless otherwise agreed to by the parties;

Kavaru

(16) Kavaru and Kutumba shall have the same meaning as in the Madras Aliyasantana Act, 1949 (Madras Act IX of 1949);

Kutumba.

(17) (a) Kudiyiruppu means and includes the site of any residential building, the site or sites of other buildings appurtenant thereto, such other lands as are necessary for the convenient enjoyment of

such residential building, and the easements attached thereto but does not include an ulkudi <sup>3</sup>[].

Kudiyiruppu.

(b) Separate kudiyiruppu means a kudiyiruppu which is the sole property comprised in a holding;

Separate kudiyiruppu.

(c) Separable kudiyiruppu means a kudiyiruppu which is included with other property in a holding and which is not necessary for the convenient enjoyment, as usual, of any other part of the holding;

Kuzhikanam.

(18) Kuzhikanam means and includes a transfer by a landlord to another (called the kuzhikanamdardar) of garden lands or of other lands or of both, with the fruit-bearing trees if any standing thereon at the time of the transfer, for the enjoyment of those trees and for the purpose of planting such fruit-bearing trees thereon;

Landlord.

(19) Landlord means a person under whom a tenant holds and to whom he is liable to pay rent or michavaram and includes a janmi;

Melcharth.

(20) Melcharth means the transfer by the landlord of part of his interest in any land held by his tenant by which the transferee is entitled to evict such tenant;

Michavaram.

(21) Michavaram means whatever is agreed by a kanamdardar in a kanam deed to be paid periodically, in money or in kind or in both, to or on behalf of the janmi;

<sup>4</sup>[(22)]

Pay.

(23) Pay, with its grammatical variations, includes deliver;

Prescribed.

(24) Prescribed means prescribed by rules made under this Act;

Rent.

(25) Rent means whatever is lawfully payable in money or in kind or in both, to a person entitled to the use or occupation of a land, by another, permitted by the person so entitled, to have the use or occupation of the said land, for any purpose on the understanding, express or implied, that the person so permitted would pay consideration for such use or occupation;

Rent Court.

(26) Rent Court means in relation to any area, the Rent Court constituted under this Act for such area, and where no Rent Court

has been constituted, the Revenue Divisional Officer or the Tahsildar having jurisdiction over such area, appointed by the State Government to exercise the functions of Rent Court under this Act; Tenant.

(27) Tenant means any person who has paid or has agreed to pay rent or other consideration, for his being allowed by another, to enjoy the land of the latter, and includes an intermediary, a kanamdar, a kanam-kuzhikanamdar, a kuzhikanamdar, a verumpattamdar of any description and the holder of a kudiyruppu; <sup>5</sup>[];

Ulkudi.

(28) (a) Ulkudi means a hut in any portion of a land <sup>6</sup>[ ] in the occupation of a person who has been permitted by the person entitled to possession of such land to occupy the hut and who otherwise has no interest in such land;

Protected Ulkudi.

(b) Protected Ulkudi means an ulkudi which has been in the continuous occupation of the holder or of any member of his tarwad, tavazhi, illom, kutumba, kavaru or family for not less than one year;

Explanation.--Any interruption of the continuity of possession of an ulkudi that has taken place after 28th March 1953 and before the Malabar Tenancy (Amendment) Act, 1954 (Madras Act VII of 1954), comes into force shall be deemed not to have taken place.

<sup>7</sup>[(c)

Verumpattamdar.

(29) (a) Verumpattamdar means a tenant other than a kanamdar, kanam-kuzhikanamdar or kuzhikanamdar of a holding, for agricultural purposes;

Cultivating verumpattamdar.

(b) Cultivating verumpattamdar in respect of a holding means any verumpattamdar who, not being a janmi, intermediary or customary verumpattamdar of that holding has, expressly or impliedly, contracted to cultivate the lands in that holding, and actually cultivates the same;

Customary verumpattamdar.

(c) Customary verumpattamdar means any verumpattamdar who, before the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), was entitled by the custom of the locality in which the land was situated to possession of the said land for a definite period of years, and for whose continuance thereon after the termination of that period, for a further period, a



renewal fee had to be paid to the landlord as an incident of the tenure; and

Wet land

(30) Wet land means land which is adapted for the cultivation of paddy.

1. These words were substituted for the words "the whole or any part of the district."

2. These words and brackets were substituted for the words and brackets. "(not being a kudiyruppu, an ulkudi or a kudikidappu)" by *ibid*.

3. The words "or kudikidappu were omitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

4. This clause was omitted by *ibid*.

5. The words and figures "but does not include a mulgenidar as defined in the Mulgeni Rent Enhancement Act, 1920, in the villages in the South Kanara district specified in the Schedule" were omitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

6. The words " outside Fort Cochin " were omitted by *ibid*.

7. This sub-clause was omitted by *ibid*.

### **CHAPTER 3 FAIR RENTS**

#### **4. Interpretation clause :-**

In this Chapter--

(a) normal produce in respect of any wet land, means the produce, which would be raised, if the rainfall and the seasons were of a normal character, that is to say, were neither unduly favourable nor unduly unfavourable, on the class of land to which it belongs and in the same situation and possessing the same advantages, as determined by the Rent Court in accordance with such rules as may be prescribed:

Provided that the normal produce of any land irrigated with water from a Government irrigation work for the first time after the commencement of the tenancy in respect of that land, shall be determined as if the land had not been so irrigated;

<sup>1</sup>[Explanation.--In ascertaining the normal produce, the yield of the second crop shall be deemed to be half of that of the principal crop which shall be deemed to be the first crop.]

(b) gross produce, in respect of any wet land, means the normal produce of that land less the expenses of harvesting;

(c) net produce, in respect of any wet land means the produce remaining after deducting the cultivation expenses from the gross produce.

Explanation.--Twenty-five Palghat paras of paddy shall be deemed to be the cultivation expenses per acre per crop:

Provided that it shall be open to the Rent Court to fix any other quantity of paddy as cultivation expenses in respect of any land or class of lands.

1. This Explanation was added by section 2 of the Malabar Tenancy (Amendment) Act, 1956 (Madras Act XXII of 1956).

## **5. Fair rent of dry lands converted into wet by tenants labour :-**

Fair rent in the case of dry lands converted into wet by the tenants labour shall be--

(a) one-fifth of the net paddy produce of the land; or

(b) the aggregate of (i) twice the assessment which would have been imposed on the land if it had been dry; and (ii) the annual assessment payable in respect of the land after its registration as wet in the registers of the Government whichever is higher.

## **6. Fair rent of other wet lands :-**

In the case of wet lands not falling under the previous section, fair rent shall be one-half of the net paddy produce of the land or in the case of land cultivated on the punjakol or kaipad system, one-fourth of the gross paddy produce of the land.

## **7. Fair rent of wet lands in Wynaad and Gudalur taluk :-**

Notwithstanding anything contained in sections 5 and 6, in the case of wet lands situated in <sup>1</sup>[.....]the Gudalur taluk of the Nilgiri district--

(i) if the lands have been converted into wet by the tenants labour, fair rent shall be one-twentieth of the gross paddy produce of the land and an amount equal to the annual assessment and local cesses payable in respect of the land;

(ii) in other cases, fair rent shall be one-twelfth of the gross paddy produce of the land and an amount equal to the annual assessment and local cesses payable in respect of the land.

1. The words "the Wynaad taluk of the Malabar district and" were omitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order 1957.

## **8. Calculation of produce of double crop wet lands :-**

For the purposes of sections 5, 6 and 7, in the case of lands registered as double-crop lands in the registers of the Government, account shall be taken as though only a single paddy crop has been raised on the lands, if they have been converted from single-crop into double-crop lands at the tenants expense, and as though two paddy crops have been raised on the lands if they have been so converted at the landlords expense:

Provided that in the case of lands so converted at the tenants expense, the tenant shall be liable for the additional assessment and local cesses levied by reason of such conversion and also for any special charges levied by the Government for any special or additional crops raised on the lands.

## **9. Fair rent of garden lands :-**

(1) In the case of garden lands, fair rent, subject to sub-sections (5), (6) and (7), shall be a share, ascertained under sub-sections (2),(3) and (4) of this section, of one-third of the gross produce for the three years immediately previous to the date on which fair rent is to be ascertained.

(2) As regards coconut trees in respect of which the landlord is bound to pay compensation under the Improvements Act in case of eviction, the share shall be one-eighth of the said one-third, of only the "nuts included in such produce and, as regards trees in respect of which he is not bound to pay such compensation, the share shall be one-third of the said one-third:

Provided that where a coconut tree has been let for tapping, its produce of nuts for the purposes of this sub-section during the said three years shall be deemed to be the same as the produce of nuts during the three years of a tree of a similar description and with similar advantages in the neighbourhood which has not been let for tapping.

(3) As regards areca trees and pepper vines in respect of which the landlord is bound to pay compensation under the Improvements Act in case of eviction, the share shall be one-eighth of the said one-third of only the nuts and pepper included in such produce,

and as regards areca trees and pepper vines in respect of which he is not bound to pay such compensation, the share shall be one-fourth of the said one third.

(4) Nothing shall be payable (i) for the minor produce of coconut or areca trees such as leaves, fibre, etc., whether such compensation is payable or not in respect of the said trees, or (ii) for the produce of other classes of fruit-bearing trees such as jack, mango, tamarind, palmyra and cashew-nut.

(5) Fair rent determined under section 16 shall not exceed twice the rent payable for the agricultural year 1949-50 and fair rent determined under section 20 shall in no case exceed twice the rent payable for the year immediately preceding the date of the application for revision.

(6) Where fair rent under sub-sections (2) to (5) exceeds the rent payable for the year 1949-50 or for the year immediately preceding the date of the application for revision, as the case may be, the increase shall be spread over more than one year so that in no year the rent shall be more than one and a quarter times the rent payable for the year immediately preceding.

(7) Notwithstanding anything contained in sub-sections (5) and (6) or section 18, the tenant may elect to pay in kind and, if he does so, the landlord shall be bound to accept, the share of the produce ascertained by the Rent Court in accordance with sub-sections (2) to (4).

#### **10. Fair rent of dry lands :-**

(1) Except as provided in sub-sections (2) and (3), fair rent in the case of dry lands shall be three times the annual assessment payable in respect thereof or where the lands have not been assessed, three times the annual assessment payable in respect of similar lands of the same extent in the neighbourhood.

(2) (a) In the case of any dry land on which pepper is cultivated as the principal crop, rent shall be payable only for the twelfth year after the planting of the crop and for every sixth year thereafter; and that rent (which shall be the fair rent) shall be the entire pepper produce of the land for the year for which it is payable:

Provided that where the landlord has received rent for any such land for any year or years within a period of six years immediately preceding the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), rent for such land shall be payable to him as aforesaid only in the sixth, year

following such year or the last of such years, as the case may be, and in every sixth year thereafter.

(b) The landlord shall be entitled to harvest, and be responsible for harvesting, the produce in the years in which he has a right to it under clause (a).

(c) The assessment and local cesses due in respect of the land for the year for which rent is payable under clause (a) shall be paid by the landlord, and the assessment and local cesses due in respect of the land for other years shall be paid by the tenant:

Provided that nothing contained in this sub-section shall be deemed to affect any agreement in writing, registered between the landlord and the tenant to the effect that the tenant shall pay rent for any such land every year (commencing from the seventh year after the planting of the crop), but in every such case the rent payable after the commencement of the Malabar Tenancy (Amendment) Act, 1954 (Madras Act VII of 1954), shall not exceed one-sixth of the produce of the land for the year to which it relates:

Provided further that in the case referred to in the foregoing proviso, the assessment and local cesses referred to in clause (c) shall be paid each year by the landlord and the tenant in the same proportion in which the produce of the land is shared between them.

(3) In any year in which groundnut, or such other crop as may be notified as commercial crop for the purposes of this section in the Fort St. George Gazette by the State Government, is cultivated on any land or part of any land, fair rent for the whole of that land for that year shall be one-eighth of the gross-produce of groundnut or other commercial crop raised on the land or part of the land, in that year, or an amount equal to three times the highest assessment payable in the district in respect of dry land of the same extent as such land, whichever is higher.

## **11. Fair rent of lands within municipal or cantonment limits** :-

(a) In the case of lands situated within the limits of any municipality or cantonment and not built or planted upon, or on which no crop is grown, the fair rent shall be the rent paid or agreed to be paid in respect of similar lands of the same extent, in the neighbourhood.

(b) In the case of other lands situated within the said limits, the fair rent shall be the fair rent determined under sections 5 to 10, or

the fair rent determined under sub-section (a) of this section, whichever is higher:

Provided that in the case of a kudiyruppu situated within the said limits, fair rent shall be--

(i) if the kudiyruppu is twenty-five cents or less in extent, the fair rent determined under sections 5 to 10 or the fair rent determined under sub-section (a) of this section, whichever is less;

(ii) if the kudiyruppu exceeds twenty-five cents in extent, the fair rent determined under clause (i) upto twenty-five cents, and in respect of the extent in excess thereof, the fair rent determined under sections 5 to 10 or the fair rent determined under sub-section (a) of this section, whichever is higher, coconut trees, areca trees and pepper vines, if any, on the kudiyruppu being deemed for the purposes of this paragraph to be evenly distributed over the entire extent of the kudiyruppu.

## **12. Fair rent of wet land not used by tenant as such :-**

Notwithstanding anything contained in sections 5 to 11, where a wet land is not used as such by the tenant, the fair rent payable in respect of the land shall not be less than the fair rent which would have been payable if it had been used as wet land.

## **13. Fair rent of protected ulkudis :-**

Notwithstanding anything contained in sections 5 to 12, in the case of a protected ulkudi <sup>1</sup>[ ] if rent be payable for the site of the protected ulkudi <sup>2</sup>[ ] under the permission granted for occupation, then, fair rent shall be an amount equal to twice the annual assessment payable in respect of the extent of the site:

Provided that where the hut does not belong to the holder of the protected ulkudi <sup>3</sup>[ ] the said holder shall pay in addition to the fair rent aforesaid, such rent for the hut as may be agreed on or in the absence of agreement as may be determined by the Rent Court in such manner as may be prescribed.

1. The words "or a kudikidappu" were omitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

2. The words " or the kudikidappu "were omitted by ibid.

3. The words "or kudikidappu " were omitted by ibid.

## **14. Exclusion of certain lands from liability to fair rent :-**

Notwithstanding anything contained in sections 5 to 13, where any land included in a holding is set apart for communal purposes, and is used for such purposes, the extent of the land so set apart shall not be taken into account when determining the fair rent of the holding in accordance with those sections.

### **15. Rent Courts :-**

(1) The State Government may, by notification in the Fort St. George Gazette, constitute for any area specified therein, a Rent Court which shall be presided over by an officer not below the rank of a Tahsildar for the purpose of performing the functions entrusted to a Rent Court by this Act.

(2) In hearing an application under this Act, the Rent Court shall, so far as may be, have the same powers as are vested in, and follow the same procedure as is followed by, a Court of Small Causes hearing a suit or other proceeding under the Provincial Small Cause Courts Act, 1887 (Central Act IX of 1887), subject to the modification that the Rent Court shall have the power to depute any officer of the Revenue Department to make local enquiry and inspection and to collect data and the report and the records submitted by such officer may be read as evidence in the case.

### **16. Determination of fair rent by Rent Court :-**

If any dispute arises as to the amount of fair rent payable in respect of any land under the foregoing provisions of this Chapter, either the tenant <sup>1</sup>[(including a kanamdar or a customary verumpattamdar)] or, after the expiry of three years from the commencement of the Malabar Tenancy (Amendment) Act, 1954 (Madras Act VI of 1954), the landlord may apply to the Rent Court for the determination of the fair rent; and on such application being made, the fair rent shall be determined by the Rent Court:

Provided that such determination shall take effect in respect of any agricultural year, only if the application is made in that year or within three months of the expiry thereof.

1. These words and brackets were inserted by section 3 of the Malabar Tenancy (Amendment) Act, 1956 (Madras Act XXII of 1956).

### **17. Appeals against orders of Rent Courts :-**

Any person aggrieved by any order passed by the Rent Court under

section 16 may appeal against the order within such time as may be prescribed, to the Subordinate Judge or the Principal Subordinate Judge, as the case may be, of the Subordinate Judges Court having jurisdiction over the area in which the holding is situate. He shall hear the appeal as a persona designata and his decision thereon shall be final.

#### **18. Mode of payment of fair rent :-**

In so far as the fair rent is in kind, it shall be payable in the case of wet lands, in kind, or if the landlord and the tenant so agree, in money; and in the case of garden lands or of dry lands other than dry lands in which popper is cultivated as the principal crop, in money.

#### **19. Interest on arrears of fair rent :-**

Arrears of fair rent shall bear interest at the rate of five and a half per cent per annum or at such lower rate as may be agreed upon between the parties.

#### **20. Revision of fair rent :-**

The fair rent determined by the Rent Court shall not be liable to be revised on the application of the landlord before the expiry of twelve years from the date of the order of the Rent Court, but may for sufficient cause be reduced by the said Court on the application of the tenant.

### **CHAPTER 4 FIXITY OF TENURE**

#### **21. Right of certain classes of tenants to fixity of tenure :-**

Notwithstanding any contract to the contrary, whether entered into before or after the commencement of this Act, every cultivating verumpattamdar, every customary verumpattamdar, every kanamdar, every kanam-kuzhikanamdar, every kuzhikanamdar, every tenant of a kudiyruppu and every holder of a protected ulkudi <sup>1</sup>[ ] shall have fixity of tenure in respect of his holding and shall not be evicted therefrom except as provided in this Act:

Provided that no tenant of a commercial site shall have fixity of tenure in respect thereof unless immediately before the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), he had fixity of tenure in such site or



a right to obtain a renewal of his tenancy in respect thereof:

Provided further that, in the case of a kanamdar whose kanartham exceeds, <sup>2</sup>[forty per cent of the value of the janmis rights in the holding], the kanamdar shall not have fixity of tenure.

Explanation.--For the purposes of the foregoing proviso, the janmis rights in the holding shall be valued---

(i) in the case of a kanam existing on the date of the commencement of the Malabar Tenancy Act, 1929 (Madras Act XIV of 1929), at twenty times the excess of (a) the annual fair rent of the holding as payable on that date under that Act over (b) the annual assessment then payable thereon;

(ii) in the case of a kanam created after such commencement and before the date of the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), at twenty times the excess of (a) the annual fair rent of the holding as payable under the Malabar Tenancy Act, 1929 (Madras Act XIV of 1930), on the date of the kanam over (b) the annual assessment then payable thereon;

(iii) in the case of a kanam created on or after the date of the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), if and to the extent the kanam relates to wet land, at thirty times the excess of (a) the annual fair rent of the holding payable on the date of the kanam under the Malabar Tenancy Act, 1929 (Madras Act XIV of 1930), as amended by the Amendment Act aforesaid, over (b) the annual assessment then payable thereon, and if and to the extent the kanam relates to garden or dry land, at twenty-five times such excess.

1. The words "or a kudikidappu " were emitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

2. These words were substituted for the words "in South Malabar sixty per cent of the value of the janmis rights in the holding, and in other places forty per cent of the value of such rights" by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

## **22. Right to prove real nature of transaction :-**

(1) Notwithstanding anything in the Indian Evidence Act, 1872 (Central Act I of 1872), or in any other law for the time being in force, any person interested in any land may plead, adduce evidence and prove that a transaction entered into on or after the 1st January 1916 and purporting to be a mortgage of that land is

not in fact a mortgage, but a transaction by way of kanam, kanam-kuzhikanam, kuzhikanam, verumpattam or other lease, under which the transferee is entitled to fixity of tenure in accordance with the provisions of section 21.

(2) Where under the last foregoing sub-section the court holds that the transferee is entitled to fixity of tenure in accordance with the provisions of section 21, it shall be lawful for the court to pass a decree containing directions regarding the application of the sum, if any, advanced to the landlord and making other suitable alterations in the terms recorded in the instrument executed by the parties.

### **23. Grounds for eviction of cultivating verumpattamdar :-**

No suit for eviction of a cultivating verumpattamdar from his holding shall lie at the instance of his landlord except on the following grounds:--

(1) that the tenant has wilfully denied the title of the landlord before the date of such suit;

Explanation.--A denial of the landlords title under a bona fide mistake of fact is not wilful within the meaning of this clause;

(2) that the tenant has intentionally and wilfully committed such acts of waste as are calculated to impair materially and permanently the value or utility of the holding for agricultural purposes;

(3) that the tenant has not paid, within three months after the due date, the whole or any portion of the rent due in respect of the holding;

(4) that the tenant has collusively allowed a stranger to encroach on the holding or part thereof adversely to the interests of the landlord;

(5) that, at the end of an agricultural year, the landlord needs the holding bona fide for the purpose of raising crops or other produce for his own maintenance or for that of any member of his tarwad, tavazhi, illom, kutumba, kavaru or family who has a proprietary and beneficial interest in the holding;

Explanation.--In considering requirements for maintenance, regard shall be had only to primary needs.

Exception.--Nothing in this clause shall apply to any holding which has been in the continuous occupation of the tenant or of any member of his tarwad, tavazhi, illom, kutumba, kavaru or family for not less than six years;

(6) that, at the end of an agricultural year, the landlord needs the

holding or part thereof for the purpose of constructing a building bona fide for his own residence or for that of any member of his tarwad, tavazhi, illom, kutumba, kavaru or family who has a proprietary and beneficial interest in the holding;

(7) that, at the end of an agricultural year, the landlord being the trustee of a temple, mosque, church or other place of public religious worship and holding the land in trust for the purposes thereof, needs the holding for the extension of the temple, mosque, church or other place and the Collector certifies that the holding is so needed:

Provided that in cases falling under clause (4), clause (6) or clause (7) where only a part of the holding has been encroached upon or is needed, as the case may be, the eviction shall be from such part of the holding only:

Provided further that--

(i) no tenant shall be evicted on the ground specified in clause (5) or clause (6) by any sthani or by the trustee of any temple, mosque, church or other place of public religious worship or of any other public, religious or charitable institution or endowment;

(ii) nothing contained in clauses (5) to (7) shall apply to the holding or that portion of the holding which consists of a kudiyruppu <sup>1</sup>[or a protected ulkudi];

(iii) no person whose right to evict arises under an instrument of transfer inter vivos shall be entitled to sue for eviction on the ground specified in clause (5) or clause (6) until the expiry of two years from the date of the instrument.

Explanation.--In the case of a landlord governed by a law other than the Marumakkattayam law or the Aliyasantana law, the wife or husband and the father, mother and children of the landlord shall be deemed to be members of the landlords family having a proprietary and beneficial interest in the holding.

1. These words were substituted for the words "a protected ulkudi or a kudikidappu " by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

## **24. Tenants right to sue for restoration of possession of land in certain cases :-**

(1) In any case in which eviction has been obtained on the ground specified in clause (5) of section 23, subject to the provisions of section 41, if in any one of the six agricultural years following such eviction, the landlord, who has obtained such eviction, fails without

reasonable excuse to use the major portion of the lands, for the purpose for which such eviction was obtained, or transfers any of the lands to any person on any kind of lease or mortgage with possession or on kanam, kanam-kuzhikanam, kuzhi-kanam or verumpattam, the cultivating verumpattamdar shall be entitled to sue for the restoration to him of the possession of all the lands from which he was evicted and to hold them with all the rights and subject to all the liabilities of a cultivating verumpattamdar.

(2) In any case in which eviction has been obtained on the ground specified in clause (6) or clause (7) of section 23, if within three years of such eviction, the landlord fails to construct the building or to extend the temple, mosque, church or other place of public religious worship for the construction or extension of which the eviction was obtained, or transfers any of the lands from which the tenant was so evicted to any person on any kind of lease or mortgage with possession, or on kanam, kanam-kuzhikanam, kuzhikanam or verumpattam, the cultivating verumpattamdar shall, subject to the provisions of section 41, be entitled to sue for the restoration to him of the possession of all the lands from which he was evicted and hold them with all the rights and subject to all the liabilities of a cultivating verumpattamdar.

(3) In any suit in which eviction is claimed, on the ground specified in clause (3) of section 23, if the tenant deposits in court, for payment to the plaintiff in the suit (i) the amount of the rent due with interest thereon at five and a half per cent per annum upto the date of deposit, and (ii) the costs of the plaintiff upto that date, the court shall dismiss the suit.

## **25. Grounds for eviction of customary verumpattamdar, kuzhikanamdar, kanam-kuzhikanamdar, or kanamdar :-**

No suit for eviction of a customary verumpattamdar kanamdar, kanam-kuzhikanamdar or kuzhikanamdar shall lie at the instance of his landlord except on the following grounds:--

(1) That the tenant has wilfully denied the title of the landlord before the date of such suit.

Explanation.--A denial of the landlords title under a bona fide mistake of fact is not wilful within the meaning of this clause;

(2) that the tenant has intentionally and wilfully committed such acts of waste as are calculated to impair materially and permanently the value or utility of the holding for agricultural purposes;

(3) that the tenant has collusively allowed a stranger to encroach on the holding or part thereof adversely to the interests of the landlord;

(4) that the period of the verumpattam, kanam, kanam-kuzhikanam or kuzhikanam, as the case maybe, has expired and the landlord needs the holding bona fide for the purpose of raising crops or other produce for his own maintenance or for that of any member of his tarwad, tavazhi, illom, kutumba, kavaru or family who has a proprietary and beneficial interest in the holding;

Explanation.--In considering requirements for maintenance, regard shall be had only to primary needs.

( 5 ) that the period of the verumpattam, kanam, kanam-kuzhikanam or kuzhikanam, as the case may be, has expired and the landlord needs the holding or part thereof for the purpose of constructing a building bona fide for his own residence or for that of any member of hist arwad, tavazhi, illom, kutumba, kavaru or family who has a proprietary and beneficial interest in the holding;

(6) that the period of the verumpattam, kanam, kanam-kuzhikanam or kuzhikanam, as the case may be, has expired and the landlord being the trustee of a temple, mosque, church or other place of public religious worship and holding the land in trust for the purposes thereof, needs the holding for the extension of the temple, mosque, church or other place and the Collector certifies that the holding is so needed:

Provided that, in cases falling under clause (3), clause (5) or clause (6), where only a part of the holding has been encroached upon or is needed, as the case may be, the eviction shall be from such part of the holding only:

Provided further that--

(i) no tenant shall be evicted on the ground specified in clause (4) or clause (5) by any sthani or by the trustee of any temple, mosque, church or other place of public religious worship or of any other public religious or charitable institution or endowment;

(ii) nothing contained in clauses (4) to (6) shall apply to the holding or that portion of the holding which consists of a kudiyruppu, <sup>1</sup>[or a protected ulkudi];

(iii) no person whose right to evict arises under an instrument of transfer inter vivos shall be entitled to sue for eviction on the ground specified in clause (4) or clause (5) until the expiry of two years from the date of the instrument:

Provided also that no suit for eviction on the ground specified in clause (4) or clause (5) shall be instituted except--

- (a) in cases where the period of the lease has expired before the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), within one year from the date of such commencement and in every twelfth year thereafter; and
- (b) in other cases, within one year from the expiry of the period of the lease and in every twelfth year thereafter.

Explanation.--In the case of a landlord governed by a law other than the Marumakkattayam law or the Aliyasantana law, the wife or husband and the father, mother and children of the landlord shall be deemed to be members of the landlords family having a proprietary and beneficial interest in the holding.

1. These words were substituted for the words "a protected ulkudi or a kudikidappu" by clause 3 of, and the Schedule 10, the Madras Adaptation of Laws Order, 1957.

## **26. Tenants right to sue for restoration of possession of land in certain cases :-**

(1) In any case in which eviction is obtained on the ground specified in clause (4) of section 25, subject to the provisions of section 41 if in any one of the six agricultural years following such eviction, the landlord, who has obtained such eviction, fails without reasonable excuse to use the major portion of the lands, for the purpose for which such eviction was obtained, or transfers any of the lands to any person on any kind of lease or mortgage with possession or on kanam, kanamkuzhikanam, kuzhikanam or verumpattam, the tenant shall be entitled to sue for the restoration to him of the possession of all the lands from which he was evicted and to hold them with all the rights and subject to all the liabilities of a tenant.

(2) In any case in which eviction has been obtained on the ground specified in clause (5) or clause (6) of section 25, if within three years of such eviction, the landlord fails to construct the building or to extend the temple, mosque, church or other place of public religious worship for the construction or extension of which the eviction was obtained or transfers any of the lands from which the tenant was so evicted to any person on any kind of lease or mortgage with possession or on kanam, kanam-kuzhikanam kuzhikanam or verumpattam, the tenant shall, subject to the provisions of section 41, be entitled to sue for the restoration to him of the possession of all the lands from which he was evicted and to hold them with all the rights and subject to all the liabilities

of a tenant.

## **CHAPTER 5 RENTS**

### **27. Cultivating tenants, etc. to pay fair rent :-**

Every cultivating tenant of a holding other than a kanamdar or customary verumpattamdar, every tenant of a commercial site who is entitled to fixity of tenure under this Act, every tenant of a kudiyiruppu <sup>1</sup>[and every holder of a protected ulkudi] shall be bound to pay to his landlord--

(a) in case fair rent has been determined under section 16, such fair rent as modified in appeal, if any, under section 17,

(b) in case there has been no such determination, the rent agreed to by both the parties to be the fair rent payable in accordance with the provisions of sections 4 to 13,

(c) in case there is no such agreement, the fair rent, if any, fixed under this Act, as it stood before the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), or

(d) in case no fair rent has been fixed as aforesaid, the rent payable according to the contract, express or implied, between the parties:

Provided that in the case mentioned in clause (a), where there is a contract, the tenant shall, until the expiration of the period of contract, pay at his choice, either the contract rent or the fair rent and shall thereafter pay the fair rent.

1. These words were substituted for the words "every holder of a protected ulkudi and every holder of a kudikidappu" by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

### **28. Liability for revenue as between landlord and cultivating tenant :-**

(1) As between any landlord and a cultivating tenant, the latter shall be liable for (a) the assessment payable to the Government as also the local cesses, on any land on which no rent is payable under this Act, and (b) any special charges leviable by the Government for special or additional crops raised on the wet lands.

Liability for municipal or cantonment tax.

(2) In the case of lands within the limits of a municipality or cantonment in respect of which the landlord has obtained fair rent

as ascertained under section 11, he shall bear the tax levied by the municipality or cantonment for such land to the extent such rent is higher than what is pay-able therefor under sections 5 to 10; but otherwise the landlord and the tenant shall bear such tax in equal shares.

(3) Save as otherwise expressly provided in this section or elsewhere in this Act, as between any landlord and a cultivating tenant other than a kanamdar or customary verumpattamdar, the assessment payable to the Government in respect of the land shall be borne wholly by the landlord and the cesses payable to local bodies in respect of the land shall be borne by the landlord and the tenant in equal shares:

Provided that, in the case of dry lands converted into wet by the tenants labour, the local cesses shall be borne wholly by the tenant:

Provided further that, where the rent payable by the tenant under this Act is less than the assessment and the local cesses aforesaid, he shall be liable for the whole of such assessment and cesses, but shall not be liable for the rent; and the tenant shall have no right of recourse against the landlord in regard to the excess of the assessment and cesses, over the rent.

### **29. Deduction from rent :-**

If the assessment or local cesses, or any portion thereof which is not payable by a tenant is recovered from him, he shall be entitled to deduct the amount so recovered, from the rent payable by him to his immediate landlord.

### **30. Remission of rent consequent on remission of assessment :-**

Whenever for any reason the whole or any part of the assessment payable in respect of any land for any period is remitted by the State Government, the landlord shall be bound to remit the whole or a proportionate part of the rent due to him from his tenant in respect of that land for that period:

Provided that, where the tenant has already paid to the landlord anything in excess of the rent payable by him under the foregoing provision, the tenant shall be entitled to have the excess adjusted towards the subsequent rent payable by him to his landlord.

### **31. Invalidity of claim for dues other than fair rent :-**



Notwithstanding any contract to the contrary, express or implied, whether entered into before or after the coming into force of this Act, a tenant who pays fair rent shall not be liable to pay to his landlord anything more or anything else than such rent or to render any personal service to such landlord.

### **32. Reduction in the rent payable by intermediaries :-**

Where, by the operation of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951),<sup>1</sup>[or the Malabar Tenancy (Amendment) Act, 1954 (Madras Act VII of 1954)] an intermediary becomes entitled to receive from his tenant by way of rent less than what he would have been otherwise entitled to receive, and the rent which the intermediary has to pay to his landlord under this Act, as amended by <sup>2</sup>[the Acts aforesaid] exceeds one-half of the reduced rent which the intermediary becomes entitled to receive from his tenant, the rent payable by the intermediary to his landlord shall be reduced in the same proportion as the reduced rent aforesaid bears to the rent which the intermediary would have been entitled to receive from his tenant but for the operation of <sup>3</sup>[the Amending Acts aforesaid]:

Provided that the reduced rent payable to the landlord shall not be less than one-half of the reduced rent received by the intermediary from his tenant.

1. This expression was inserted by section 4 of the Malabar Tenancy (Amendment) Act, 1956 Madras Act XXII of 1956).

2. These words were substituted for the words "the Act aforesaid" by

3. These words were substituted for the words " the Amending Act aforesaid" by ibid.

### **33. Tenants right to purchase the rights of his immediate landlord in certain cases :-**

If for a period of three consecutive years after the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), on every occasion on which the rent or any instalment thereof becomes payable by an intermediary to his landlord, the intermediary has committed default in respect of the payment thereof for a period of not less than two months on each

occasion, the intermediary shall be bound, on the application of the tenant holding immediately under him and made within twelve months after the expiry of the last of the three consecutive years aforesaid, to sell to such tenant all his rights in the holding for a price calculated at twenty times the difference between (a) the rent payable by the tenant to the intermediary, and (b) that payable by the latter to his landlord:

Provided that the tenant shall not be entitled to make such an application unless throughout the three consecutive years aforesaid, the rent or every instalment thereof payable by him to the intermediary has been paid by him before the expiry of a period of not more than one month from the date on which it became payable:

Provided further that where the tenant is too poor to pay the price aforesaid in a lump sum, the Court may, on the application of the tenant, order that it shall be paid to the intermediary with interest at 5 1/2 per cent per annum in as many annual instalments, not exceeding twelve, as the Court may fix, having regard to the means of the tenant, on condition that sufficient security is furnished by the tenant for the regular payment of such instalments.

## **CHAPTER 6 KUDIYIRUPPUS AND PROTECTED ULKUDIS**

### **34. Kudiyiruppu holders right to purchase his landlords rights in certain cases :-**

<sup>1</sup>[ Where a separate or separable kudiyiruppu has been in the occupation of a tenant or the members of his family, tarwad, tavazhi, illom, kutumba or kavaru for a period of not less than ten consecutive years, whether before or after the commencement of the Malabar Tenancy (Amendment) Act, 1951 (Madras Act XXXIII of 1951), the tenant shall be entitled to purchase the rights of his immediate landlord therein on payment to such landlord of the current market price of such rights and the arrears of rent, if any:

Provided that where the tenant is too poor to pay the price aforesaid in a lump sum, the Court may, on the application of the tenant, order that it shall be paid to the immediate landlord with interest at 5 1/2 per cent per annum in as many annual instalments not exceeding twelve, as the Court may fix, having regard to the means of the tenant on condition that sufficient security is furnished by the tenant for the regular payment of such instalments.

1. This heading was substituted for the heading " KUDIYIRUPPUS, PROTECTED ULKUDIS AND KUDIKIDAPPUS" by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

### **35. Landlords right to sue for possession of kudiyruppu in certain cases :-**

(1) If the tenant of a kudiyruppu transfers his rights therein, and the transferee or any person claiming under him uses or permits the use of the kudiyruppu or any substantial part thereof other wise than as a kudiyruppu, the landlord shall be entitled to sue for the possession of the kudiyruppu:

Provided that the landlord shall, before obtaining possession of the kudiyruppu, pay to the transferee or person claiming under him, the consideration, if any, paid by the transferee and also the value of the improvements, if any, effected in the kudiyruppu bona fide between the date of the transfer and the date of the suit.

(2) A suit for possession under sub-section (1) shall be instituted within six months from the date on which the cause of action first arose.

### **36. Landlords rights in relation to protected ulkudi :-**

In the case of a protected ulkudi <sup>1</sup>[.....] the person entitled to possession of the land in which the protected ulkudi <sup>2</sup>[.....] is situate shall be entitled to provide an alternative and suitable site of equal area in any other portion of the same land or in any other land at his disposal in the same revenue village and the holder of the protected ulkudi <sup>3</sup>[.....] shall be bound to accept the arrangement and be entitled to receive from the person providing the alternative site the expenses reasonably required to shift to the said site.

1. The words " or a kudikidappu " were omitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

2. The words "or the kudikidappu" were omitted by ibid.

3. The words "or kudikidappu" were omitted by ibid.

## **CHAPTER 7 MISCELLANEOUS**

### **37. Tenants rights to be heritable and alienable :-**

(1) Subject to the provisions of this Act, all rights which a tenant

has in his holding shall be heritable and alienable;

Provided that the rights of the holder of a protected ulkudi<sup>1</sup>[.....] shall be heritable but not alienable.

(2) Whenever the interest of any tenant or landlord in any holding or in any portion thereof is transferred or whenever such interest devolves by operation of law, the landlord or the tenant, as the case may be, shall, subject to the provisions of this Act and to such rules as may be prescribed, be bound to recognize such transfer or devolution.

1. The words " or a kudikidappu " were omitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

### **38. Tenants right to avail himself of the provisions of Chapter III in certain cases :-**

(1) Any tenant whose holding has been granted on melcharth may, when sued for eviction, avail himself of the provisions of Chapter III.

(2) No holder of a melcharth can, when suing for eviction, claim possession on grounds (5) and (6) of section 23 or on grounds (4) and (5) of section 25, as the case may be.

### **39. Arrears of michavaram and rent to be a first charge on holding after revenue :-**

Arrears of michavaram or rent due to the landlord together with interest, if any, payable on the same shall be a charge on the interest of the person from whom they are due in the holding in respect of which they are due as at the time of the creation of such interest, and such charge shall have priority over all other charges on the same except the charge for the revenue and any dues thereon payable to Government or to a local authority and made a charge thereon by any law for the time being in force.

### **40. Right of holder of decree for eviction of kuzhi-kanamdar or kanam kuzhikanamdar to apply for sale of holding :-**

(1) A landlord who has obtained a decree for eviction in respect of a kanam-kuzhikanam or kuzhikanam, shall, in execution of such decree, be entitled to apply for the sale of the holding specified therein and of the improvements in respect of which compensation is awarded under the said decree, and for the payment to him of

the balance of the sale price after deducting the amount of the said compensation.

Right of tenant to bid at such sale.

(2) In case such an application is made by a landlord and a sale is held in pursuance of such application, the person to whom the said compensation has to be paid, shall be entitled to bid at the sale and set off the said compensation towards the sale price, and no deposit need be made by him at the sale except in so far as the price offered by him exceeds the said compensation.

#### **41. Limitation for suits for restoration under sections 24 and 26 :-**

(1) (a) A suit for restoration under sub-section (1) of section 24 or under sub-section (1) of section 26 shall be instituted within one year from the date of the transfer by the landlord, or from the expiry of the first agricultural year in which the landlord fails, without reasonable excuse, to use the major portion of the lands for the purpose for which eviction was obtained, as the case may be.

(b) A suit for restoration under sub-section (2) of section 24 or under sub-section (2) of section 26 shall be instituted within one year from the date of the transfer by the landlord if the suit is based on that ground and within one year from the expiry of three years after the eviction in other cases.

Persons entitled to restoration.

(2) If there are intermediaries between the landlord who has obtained the eviction and the person who cultivates the land, all persons whose interests in the holding are terminated by the eviction, shall be entitled to be restored to the respective interest they had at the time of the eviction as if there had been no eviction, and, in case any one of them does not claim restoration, the tenant next below him shall be entitled to claim such restoration and hold the land,

(a) on the terms on which the person not claiming the land held it, if he and the claimant belonged to the same class, or

(b) on the terms on which the claimant held it if he and the person who did not claim the land belonged to different classes:

Provided always that if the landlord obtaining eviction had paid any value for improvements to anyone whose interests were so terminated, the person claiming restoration shall, before such restoration is effected, be bound to return to the landlord the value

so paid in respect of the improvements existing at the time of the restoration together with the kanartham, if any, and also the value of the improvements, if any, effected bona fide by the landlord between the date of eviction and the date of suit.

Explanation.--For the purpose of this section, a kanamdar, an intermediary in respect of a kanam-kuzhikanam or kuzhi-kanam, a cultivating kanam-kuzhikanamdar or a cultivating kuzhikanamdar, a verumpattamdar and a customary verumpattamdar, belong each to a different class. A cultivating kanamdar, a non-cultivating kanamdar and a kanamdar under a kanamdar belong to the same class, and a cultivating verumpattamdar and a non-cultivating verumpattamdar belong to the same class.

#### **42. Surrender of holdings :-**

A kanamdar, kanam-kuzhikanamdar, kuzhikanamdar, customary verumpattamdar or cultivating verumpattamdar may, at the end of any agricultural year, surrender his holding to his immediate landlord, by a registered document.

Such a landlord shall not be bound to accept the surrender unless notice has been given in writing to him by the tenant of his intention to do so three months prior to the date of the expiry of the agricultural year, and unless it be in respect of the entire holding. Nor shall the landlord be bound to refund the kanartham or to pay the value of the improvements which he would have been otherwise bound to pay under the Improvements Act. The tenant shall, after the surrender, remain personally liable for the arrears of rent, if any, payable by him in respect of the holding but he shall be entitled to set off against such arrears the kanartham and the value of the improvements, if any, made by him in the holding.

#### **43. Rights of a cultivating tenant on the extinction of landlords rights :-**

Notwithstanding anything contained in the Transfer of Property Act, 1882 (Central Act IV of 1882), or in any other law for the time being in force, or in any contract, a cultivating tenant or the holder of a kudiyruppu shall be entitled to continue on the holding as such, although the rights of his immediate landlord or of any superior landlord have been extinguished, whether by eviction or by redemption of a mortgage or otherwise, subject however, to a liability to pay fair rent and to the provisions of this Act applicable to a cultivating tenant or the holder of a kudiyruppu, as the case

may be.

**44. Applicability of Act to redeemed kanamdar, etc :-**

(1) If (1) a cultivating kanamdar who consents to be redeemed or  
(2) a cultivating customary verumpattamdar who gives up his rights as such, desires to continue on the holding as a cultivating verumpattamdar, the provisions of this Act shall apply to him as if he were a cultivating verumpattamdar.

(2) If a cultivating kanam-kuzhikanamdar who consents to be redeemed desires to continue on the holding as a cultivating kuzhikanamdar, the provisions of this Act shall apply to him as if he were a cultivating kuzhikanamdar.

**45. Contents of lease, kanam, kanam-kuzhikanam or kuzhi-kanam deeds :-**

Every deed by which a lease, kanam, kanam-kuzhi-kanam or kuzhikanam is created and its counterparts shall contain--

- (a) the name, if any, and description and extent of the holding;
- (b) the Government assessment and local cesses, if any, payable in respect of the holding;
- (c) the amount of rent or michavaram payable in respect of the holding;
- (d) if it is a kanam or kanam-kuzhikanam deed--
  - (i) the kanartham;
  - (ii) the rate or the amount of interest payable in respect of the said kanartham.

**46. Tenants right to obtain receipts and forms of such receipts :-**

(1) Every tenant paying any rent or michavaram shall be entitled to receive and the landlord shall be bound to grant a receipt specifying--

- (a) a description of the holding in respect of which it was paid;
- (b) the date of payment;
- (c) the amount paid;
- (d) the period to which the amount paid relates; and
- (e) the arrears, if any, remaining due from the tenant after the said payment.

A reference to the date and registration number of the document under which the holding is held and also the name of the sub-

registration district in which the said holding is situate, shall be deemed to be a sufficient description of the holding for the purpose of this sub-section.

(2) In the absence of the particulars specified in clause (e) of sub-section (1), the burden of proving that the tenant is bound to pay any arrears of rent or michavaram which had accrued previous to the date of the receipt, shall be on the person claiming such arrears.

(3) If any landlord fails to grant a receipt as provided under sub-section (1), the tenant shall be entitled to send by money order, after deducting the charges for doing so--

(i) the money, if the rent or michavaram is payable in money, and

(ii) the money value of the rent or michavaram, if it is payable in kind.

#### **47. Stamp and registration fees to be paid by the tenant :-**

The stamp and registration charges for any lease or kanam or kanam-kuzhikanam or kuzhikanam deed and for the counterpart of such lease, kanam, kanam-kuzhikanam or kuzhikanam shall be borne by the tenant.

#### **48. Improvements Act to apply to evictions under the Act :-**

The provisions of the Improvements Act shall apply in all cases of eviction to which this Act applies.

#### **49. Code of Civil Procedure, 1908, to apply to proceedings under Act :-**

The procedure provided as regards suits in the Code of Civil Procedure, 1908 (Central Act V of 1908), including Orders XXXVIII, XXXIX and XL of the First Schedule, shall be followed as far as it can be made applicable in all proceedings relating to applications under this Act.

#### **50. Collector to publish list of prices :-**

(1) The Collector of the district shall publish in the months of January, April, July and October every year in the District Gazette the average market price during the immediately preceding three months at the <sup>1</sup>[headquarters of the Gudalur taluk] of paddy, coconut, arecanut, pepper, groundnut and of every crop which may be notified by the State Government as a commercial crop under



sub-section (3) of section 10:

Provided that before publishing such price, the Collector shall cause notice to be given to the public in such manner as he thinks fit of the price proposed to be fixed and consider objections, if any, received within two weeks from the date of the notice.

(2) Where, for the payment of rent or michavaram by a tenant to whom the provisions of this Act apply, the cash value of any of the crops referred to in sub-section (1) has to be determined, such value shall be determined at the market price at the taluk headquarters last published under subsection (1) before the date when such rent or michavaram became payable.

1. These words were substituted for the words " headquarters of each taluk" by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

### **51. Place of delivery of rent payable in kind :-**

Where the rent is payable in kind, it shall be delivered to the landlord or his agent at the granary or some other place belonging to the landlord in the village where the holding is situate and of which due intimation has been given to the tenant, or in case the landlord has no such place, at the threshing floor where there is one, and where there is none, at some place in the village belonging to the tenant and of which due intimation has been given to the landlord.

### **52. Governments power to require waste or forest lands to be leased :-**

(1) The State Government or such officer as they may authorize in this behalf may, by order, require the landlord of any waste or forest land to lease it for agricultural purposes to such person, for such term, subject to such conditions and within such time as may be specified in the order:

Provided that no such order shall be passed without giving the landlord a reasonable opportunity either to cultivate such land himself or to lease it out for agricultural purposes.

(2) Where the landlord fails to lease the land in accordance with, and within the time specified in the order issued under sub-section (1), the authority or officer issuing the order may execute a lease deed on behalf of the landlord in favour of the person, for the term, and subject to the conditions specified in such order; and the lease

deed so executed shall, for all purposes, have the same effect as if it had been executed by the landlord himself.

**53. Surrender deeds executed by tenants previously not to affect their rights in certain cases :-**

(1) Subject to the provisions of sub-section (2), any document executed by a cultivating verumpattamdar after the 28th July 1950 and before the commencement of the Malabar Tenancy (Amendment) Act, 1954 (Madras Act VII of 1954), purporting to affect his rights or status as tenant shall be voidable at the option of the cultivating verumpattamdar:

Provided that the landlord or his successor-in-interest has not admitted any other tenant to the possession of the land before the 28th March 1953.

(2) Any person entitled to rescission of a document under the provisions of sub-section (1) shall, within three months of the commencement of the Malabar Tenancy (Amendment) Act, 1954 (Madras Act VII of 1954), send a notice by registered post to the landlord demanding possession of the land. On such notice being sent, the cultivating verumpattamdar shall be entitled to be restored to possession of the land as if no such document had been executed and he shall have all the rights (including the right to dispossess any other person who has been let into possession of the land on or after the 28th March 1953) of a cultivating verumpattamdar as if he had been in possession as such verumpattamdar on the date of commencement of the Malabar Tenancy (Amendment) Act, 1954 (Madras Act VII of 1954), and shall become liable to restore to the landlord any money or other consideration received from him under the document.

(3) A person who has sent a notice under sub-section (2), may institute a suit for possession of the land within six months of the commencement of the Malabar Tenancy (Amendment) Act, 1954, against the landlord and any person let into possession of the land on or after the 28th March 1953. The Court shall, in such suit, on proof of the facts stated in sub-section (1), pass a decree for possession;

Provided that, if the plaintiff has received any money or other consideration under the document from the landlord, the Court shall make the execution of such decree conditional on the restoration of such money or the money equivalent of such consideration with such interest as the Court may deem just.

(4) The rights conferred by sub-sections (1), (2) and (3) are personal to the cultivating verumpattamdar who executed the document and cannot be exercised by any person claiming to be such cultivating verumpattamdars successor-in-interest as heir, assignee or otherwise:

Provided that, if such cultivating verumpattamdar dies during the pendency of a suit instituted by him under subsection (3), such suit may be continued by his legal representative subject to the defences available against the original plaintiff.

**54. Omitted :-**

[Omitted]

**55. Omitted :-**

<sup>1</sup> []

1. Sections 54 and 55 were omitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.

**56. Savings :-**

Nothing in this Act shall affect the right of a janmi in any of his holdings--

(1) to make irrigation channels, foot-paths, roads and ways into adjacent and other holdings,

(2) to work laterite and other quarries; and

(3) to cut and remove the trees or enjoy the usufruct of trees and pepper vines belonging to him:

Provided that the tenant shall be entitled to a proportionate reduction of michavaram or rent if by the exercise of such right his profits are decreased.

**57. Power to make rules :-**

(1) The State Government may make rules to carry out all or any of the purposes of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, they may make rules regulating all or any of the following matters:--

(a) The investing of courts of original jurisdiction with powers to try summarily suits for the recovery of rent or michavaram and the procedure to be followed in such suits;

- (b) the period of limitation for applications under this Act for which no period is specially fixed therein;
  - (c) the fees payable for the determination of fair rent and the persons by whom and the period within which such fees shall be paid;
  - (d) the registers to be kept and maintained by Rent Courts and the particulars to be entered therein;
  - (e) the lease of waste or forest lands under section 52;
  - (f) the form in which applications or appeals under this Act shall be preferred and the fees payable in respect thereof.
- (3) The rules made under this Act shall, on publication in the Fort St. George. Gazette, have effect as if enacted in this Act. The rules shall be placed on the table of the Legislative Assembly of the State as soon as possible after they are published and shall be subject to such modifications whether by way of repeal or amendment as the Assembly may make during the session in which they are so laid.

#### **SCHEDULE 1**

Schedule

<sup>1</sup>[THE SCHEDULE]

1. The Schedule was omitted by clause 3 of, and the Schedule to, the Madras Adaptation of Laws Order, 1957.