

Dat Prasad Singh Vs Gopal Ram and Others

None

Court: Allahabad High Court

Date of Decision: Dec. 1, 1915

Acts Referred:

North Western Provinces Tenancy Act, 1901 " Section 47

Citation: AIR 1916 All 124 : 34 Ind. Cas. 234

Hon'ble Judges: Piggott, J

Bench: Single Bench

Final Decision: Dismissed

Judgement

1. The sole question for determination in this appeal is whether the plaintiffs-respondents, as tenants of a certain holding, are bound to pay to the

defendant-appellant an annual rent of Rs. 180 or of Rs. 200. It is clearly established that in the year 1907 the present defendant was taking steps

for the ejectment of these plaintiffs from their holding. A compromise was arrived at, under which the zemindar consented to drop the ejectment

proceedings, thereby allowing the tenants to acquire occupancy rights, and the latter agreed to pay a rent of Rs. 200, instead of Rs. 180, per

annum. The compromise embodying the above terms was endorsed upon a paper bearing a general stamp of Re. 0-8-0, but the document was not

registered under the provisions of the Indian Registration Act of 1877. It was filed in the Court of the Assistant Collector who was conducting the

ejectment proceedings. That officer proceeded to dismiss the ejectment suit accordingly, but has not framed his decree so as to embody the terms

of the compromise therein and make it binding on the parties. u/s 47 of the Tenancy Act, II of 1901, the original rent of Rs. 180 per annum

payable by these plaintiffs could be enhanced by agreement between the parties, only if the agreement in question were made by a registered

instrument. In connection with this provision, the Legislature, in Section 97 of the same Act, has made certain arrangements for the registration of

leases, counterparts, or agreements with respect to a tenancy otherwise than under the Indian Registration Act, 1877. I should have been glad to

apply the provisions of that section to the present case if possible, but there are two difficulties in the way. The agreement stipulates for a rent

exceeding Rs. 100 annually. It is contended that the enhancement for which the agreement stipulates is only Re. 20 annually, but I am unable to

understand the provisions of the section in this sense. Moreover, the Assistant Collector's endorsement on this document seems to fall short of

satisfying the requirements of the second clause of Section 97 above referred to. It is certainly not in the prescribed form laid down by the

Government Notification No. 2448/1-203F dated the 18th of August 1902 (vide U. P. Gazette of the 23rd of August 1902, page 554). it is

difficult to say that the endorsement, as it stands, contains a statement that the Assistant Collector satisfied himself as to the identity of the parties

and their acquaintance with, as well as their assent to, the terms of the agreement. He may have done so; but his proceedings rather suggest that his

attention was chiefly directed towards satisfying himself that the agent of the zemindar, who was the plaintiff in his Court, consented to the dismissal

of the ejectment suit then pending.

2. The result is an unfortunate one, but I cannot see my way to interfering with the judgment of the Court below. There has been a suggestion that

the doctrine of estoppel might be applied in favour of the defendant-appellant, but the case seems to be covered by the ruling which has been

relied on by the learned District Judge. This appeal, therefore, fails and I dismiss it. Under the circumstances I decline to make any order as to

costs.