

(1904) 07 CAL CK 0019

Calcutta High Court

Case No: Letters Patent Appeal No. 23 of 1904 in Second Appeal No. 2495 of 1901

Jotish Chandra Mukerji

APPELLANT

Vs

Ramanath Bhadra and Others

RESPONDENT

Date of Decision: July 18, 1904

Final Decision: Allowed

Judgement

Maclean, C.J.

We think that, upon the Plaintiffs' own statement in their plaint, the agreement between the parties amounted to a lease within the definition of the term as given in sec. 105 of the Transfer of Property Act. According to the agreement the Defendant was not to pay rent but, instead of rent, he was to give his services as a family doctor to the Plaintiffs. If it be once established that the bargain between the parties amounted to a lease, it must be regarded as a lease of immoveable property for some purpose other than agricultural or manufacturing purposes, in which case it must be deemed to be a lease from month to month terminable, on the part of either lessor or lessee, by 15 days' notice expiring with the end of a month of the tenancy. Admittedly such a notice was not given in this case and the Plaintiffs' action must, therefore, fail and be dismissed with costs. The appeal is accordingly allowed with costs.