

APPELLATE CIVIL.

Before Mr. Justice Ayling and Mr. Justice Srinivasa Ayyangar.

SETHURAMA AYYANGAR (DEFENDANT), APPELLANT,

v.

1917,
March,
15 and 21.

SUPPIAH PILLAI AND ANOTHER (PLAINTIFFS), RESPONDENTS.*

Estates Land Act (Madras Act I of 1908), sec. 26—Suit in a Revenue Court—Contract between previous landholder and tenant as to rate of rent—Rate, lower than the lawful rate, whether binding on successor—Validity of contract—Jurisdiction of Revenue Court to decide.

A Revenue Court exercising jurisdiction under the Madras Estates Land Act is competent to decide all incidental questions the determination of which is necessary for the disposal of the main question arising in the case; and in a suit filed to contest the right to sell a holding for arrears of rent under the Act the Revenue Court can decide on the validity of a contract between the landholder's predecessor in title and the tenant as to the rate of rent, although the objection to its validity is based on grounds other than those specified in section 26 of the Act.

Raja of Pittapore v. Sreerama Charyulu (1911) M.W.N., 30, explained.

SECOND APPEAL against the decree of J. G. BROWN, the District Judge of Madura, in Appeal No. 199 of 1914, preferred against the decree of MUHAMMAD GHOUSE SAHIB Bahadur, the Deputy Collector of Melar Division, in Summary Suit No. 17 of 1914.

The defendant was the landholder of the holding of which the plaintiffs were the tenants. The defendant attached the holding under the Madras Estates Land Act for arrears of rent said to be due from the plaintiffs. The plaintiffs brought this summary suit in the Deputy Collector's Court of Melar under section 112 of the Act to set aside the attachment on the ground that the amount of arrears for which the attachment was made was not due to the defendant inasmuch as the plaintiffs were entitled to a remission under a contract entered into between them and the predecessor in title of the defendant. The plaintiff claimed that the said contract was binding on the defendant (who was the present landholder) and that the Revenue Court was not competent to go behind the contract in the summary suit. The Revenue Court found that there was a payment

* Second Appeal No. 1323 of 1915.

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of the amount of rent due after deducting the amount agreed to be remitted, and held that the amount for which the attachment was made was not due and that the attachment should consequently be raised. The defendant appealed to the District Court, which dismissed the appeal, holding that the Revenue Court was not competent to decide upon the validity of the contract which was found to be true and observed that a question of this kind could not be gone into in summary proceedings in a Revenue Court but only in an ordinary action in a Civil Court. The defendant preferred this Second Appeal.

A. Krishnaswami Ayyar for the appellant.

C. S. Venkatuchariyar for the respondent.

AYLING AND
 SRINIVASA
 AYYANGAR,
 JJ.

JUDGMENT.—The question which arises for decision in this appeal is whether a Revenue Court exercising jurisdiction under the Estates Land Act is entitled to decide objections (other than those specified in section 26 of the Act), to the validity of a contract under which a ryot claims to hold the holding on a rent less than the ordinary or the lawful rent payable on the land. The landlord is an office holder in a temple and the lands or rather the revenue constitute the manyam attached to the office. A predecessor of his received Rs. 200 from the ryot and agreed to allow him remission of five-eighths of the assessment in perpetuity. The present office holder claims the full rent, declines to be bound by the agreement and contends that his predecessor who owned the manyam as an office holder cannot bind his successor by such an agreement. The question arises in a suit brought by the tenant contesting the landlord's right of sale under section 112 of the Act. The learned District Judge in appeal declined to go into the question as he thought that that question was competent only to an ordinary Civil Court.

We are unable to agree with him. For deciding whether the landlord is entitled to sell the holding the Court must find whether any arrears of rent are due and for this purpose, it must decide what the rent or rate of rent is. The rent or rate of rent cannot be determined without considering for the purpose of the suit whether the contract granting the remission is valid. Section 26 assumes that the contract except as affected by the provisions of the section is valid. If the existence or the validity of the contract is questioned that must be first determined before

the provisions of section 26 are applied: If the Court has jurisdiction to determine a matter, it must have jurisdiction to decide all questions necessary for that determination. If a previous judicial rescission is necessary before the contract could be repudiated, it may be that the Revenue Court would be bound to give effect to the contract subject only to the provisions of section 26; but the landlord in this case was not a party to the contract and denies the authority of his predecessor to bind the successor.

In *Raja of Pittapore v. Sreerama Charyulu*(1) the Raja of Pittapore sued a ryot in the ordinary Civil Court and prayed for declarations: (i) that the contract of his predecessor granting remission to the ryot was not binding on him, and (ii) that the proper rent was Rs. 500 a year and prayed for the recovery of arrears of rent. Objection was taken to the jurisdiction of the Civil Court to entertain the suit on the ground that a suit to determine the rent and for recovery of arrears was exclusively cognizable by the Revenue Court and that the declaration as to the invalidity of the contract was only ancillary to the main reliefs. This contention prevailed in the first Court, but in appeal here the plaintiff withdrew his last two prayers, and this Court held that the prayer for declaration of the invalidity of the agreement was not ancillary, but was substantial relief and on that ground held that the Civil Court had jurisdiction, no doubt was entertained that the Revenue Court would have jurisdiction to decide on the validity of the contract if the matter arose incidentally, for determining the rate of rent. We must therefore reverse the decree of the Lower Appellate Court and remand the appeal for disposal according to law. Costs to abide.

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(1) (1911) M.W.N., 30.