1937

PEAREY LAL v. MUHAMMAD YUSUF

is allowed, the decree of the lower court is set aside and the case is remanded to that court for disposal according to law. Costs shall abide the result.

Before Mr. Justice Niamat-ullah

1937
April, 1

MAHABIR PRASAD (DEFENDANT) *v.* SITAL PRASAD (PLAINTIFF)*

U. P. Agriculturists' Relief Act (Local Act XXVII of 1934), section 2(2)(f) and 2(9)—"Agriculturist"—Grove-holder —Whether grove-land is "agricultural land".

The expression "agricultural land" has been used in clause (*f*) of section 2(2) of the U. P. Agriculturists' Relief Act in a comprehensive sense, so as to include all land which is fit for agriculture, though it is being used as grove-land. If, but for the trees standing thereon, the land would be fit for cultivation, then such grove-land is "agricultural land" within the meaning of clause (*f*) of section 2(2), and the grove-holder who pays rent for it can be an "agriculturist".

Mr. *L. N. Gupta*, for the applicant.

Mr. *H. L. Kapoor*, for the opposite party.

NIAMAT-ULLAH, J.:—This is a revision under section 25 of the Small Cause Courts Act. The applicant in this Court was the defendant in a suit for money on foot of a promissory note. He pleaded that he was an agriculturist and entitled to the benefit of the Agriculturists' Relief Act. The ground on which he based that claim was that he was in possession of a grove. The lower court held that a grove-holder is not an agriculturist, as defined in section 2(2) of the Agriculturists' Relief Act. This view is impugned in revision.

A person is an agriculturist, *inter alia*, if his case falls within clause (*f*) of section 2(2) of the Agriculturists' Relief Act. That clause refers to "A person other than a thekadar or under-proprietor in Oudh holding a sub-settlement, who pays rent for agricultural land not exceeding Rs.500 per annum." The applicant pays Rs.1-7-3 for the land on which his grove stands. The lower court holds that grove-land is not

*Civil Revision No. 403 of 1936.

"agricultural land". Section 2(9) of this Act adopts the definition of land given in the Agra Tenancy Act, section 3(2), under which "land means land which is let or held for agricultural purposes or as grove-land or for pasture. . . ." The lower court argues that as grove-land is not held for agricultural purposes, it cannot be considered to be "agricultural land", and that grove-land may be "land", but as it is not held for agricultural purposes, it cannot be considered to be "agricultural land" within the meaning of that expression in clause (*f*) already quoted. In my opinion this is a narrow interpretation of "agricultural land" in clause (*f*). Agricultural land does not necessarily mean land held for agricultural purposes. It may be used for plantation of a grove. I think the expression "agricultural land" has been used in clause (*f*) in a comprehensive sense, so as to include all land which is fit for agriculture, though in fact it is being used for some other purpose. In this view, grove-land, assuming it is land which if denuded of trees can be used for agriculture, is "agricultural land" within the meaning of clause (*f*). The land on which the applicant's grove stands is held by him as a tenant paying rent. There is every reason to believe that but for the trees standing thereon it would be fit for cultivation. Even where old trees exist, intervening spaces can be cultivated and some sort of a crop can be grown. I hold that the applicant is an agriculturist entitled to the benefit of the Agriculturists' Relief Act. Accordingly I allow this revision, set aside the decree of the lower court and remand the case to that court for disposal according to law. Costs shall abide the result.