

LETTERS PATENT APPEAL.

Before Sir Shadi Lal, Chief Justice and Mr. Justice Harrison.

ATTRA (DEFENDANT)—*Appellant*,

versus

MANGAL SINGH (PLAINTIFF)—*Respondent*.

Letters Patent Appeal No. 84 of 1921.

*Indian Registration Act, XVI of 1908, Section 17 (1) (d)—
Lease on a monthly rent—tenant liable to ejectment on a default in
payment of rent—whether compulsorily registrable.*

The plaintiff sued for Rs. 18 on account of the rent of a hut and for its possession under a lease entered in his book, which was to the effect that plaintiff had let the hut to the defendant who was to pay 8 annas *per mensem* by way of rent and in the event of a default in payment of the rent, the tenant was liable to be ejected. The question before the High Court was whether the lease could be regarded as a lease for a term exceeding one year and therefore required registration.

Held, that section 17 of the Registration Act, being a disabling section, must be strictly construed and that unless a document is clearly brought within the purview of that section its non-registration is no bar to its being admitted in evidence.

Held further, that the lease was not one for a period exceeding one year within the meaning of section 17 (1) (d)

Appeal from the judgment of Mr. Justice LeRossignol, dated 11th January 1921.

SUNDAR DAS, for Appellant.

KUNWAR NARAIN, for Respondent.

The judgment of the Court was delivered by—

SIR SHADI LAL, C. J.—The sole question for determination in this appeal under the Letters Patent is whether the entry in the plaintiff's book is a lease for a period exceeding one year and should have been registered as required by section 17 of the Indian Registration Act.

Now, the terms of the entry show that the plaintiff let a hut to the defendant who was required to pay 8 annas *per mensem* by way of rent. In the event of a

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default in the payment of the rent the tenant was liable to be ejected. There was also a provision that Rs. 6 was to be paid by him at the time of *Nimani*. This entry was made in January 1906, and it is not clear why Rs. 6 were agreed to be paid at the time of *Nimani* which corresponds to June 1906 when only six months from the date of the lease would have expired. Be that as it may, it is quite clear that the lease reserved a monthly rent, and that it was not a lease from year to year. The only question is whether it can be regarded as a lease for a term exceeding one year.

Now, it is a well-established rule of construction that section 17 of the Registration Act being a disabling section must be strictly construed and that unless a document is clearly brought within the purview of that section its non-registration is no bar to its being admitted in evidence. If there is any doubt on the subject, the benefit of the doubt must be given to the person who wants the Court to receive the document in evidence. Bearing this principle in mind we have carefully scrutinised the terms of the document and are unable to hold that it is a lease for a period exceeding one year. The learned counsel for the appellant invites our attention to the clause providing for the ejectment of the tenant in the event of his failure to pay the rent and contends that it is tantamount to a provision that if the tenant pays the rent regularly, he is entitled to occupy the hut as long as he likes. We consider that there is no foundation for this contention, and that it must be rejected. The clause relied upon by the learned counsel merely provides that the landlord can eject the tenant without giving any notice to quit, if the latter fails to perform his obligation as to the payment of the rent. This clause as to the forfeiture of the lease cannot be construed as meaning that in the event of performing his obligation, the tenant can remain in possession of the property for an indefinite period.

We accordingly confirm the judgment of learned Judge in Chambers and dismiss the appeal with costs.

Appeal dismissed.

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ATTRA
v.

MANGAL SINGH.