

**Ram Nath Vs. Sekhdar Singh**

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**SooperKanoon Citation :** [sooperkanoon.com/457652](http://sooperkanoon.com/457652)

**Court :** Allahabad

**Decided On :** Jul-02-1917

**Reported in :** AIR1918All210; (1918)ILR40All51; 45Ind.Cas.323

**Judge :** Piggott, J.

**Appellant :** Ram Nath

**Respondent :** Sekhdar Singh

**Judgement :**

**Piggott, J.**

1. This was a suit for money in a Court of Small Causes. That court has refused to entertain it on the ground that it is not cognizable by that court, being a suit for rent. It presumably refers to paragraph (8) of the second schedule to the Provincial Small Cause Courts Act, No. IX of 1887. If it were a suit for rent at all it would be cognizable by a Revenue Court under the provisions of the Tenancy Act, and the Revenue Court has already refused to entertain a claim for this money, though the defendant is not to blame for this. On the plaint as drafted the claim is for damages for breach of a contract. I set aside the order of the court below and direct that court to re-admit the suit on to its file of pending cases and to dispose of it according to law. Costs here and hitherto will abide the event.

