

Ram Das Vs. Mirza Jamaluddin Ahmad Khan Sahib and ors.

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SooperKanoon Citation : sooperkanoon.com/467609

Court : Allahabad

Decided On : Apr-16-1910

Reported in : 6Ind.Cas.399

Judge : Griffin, J.

Appellant : Ram Das

Respondent : Mirza Jamaluddin Ahmad Khan Sahib and ors.

Judgement :

Griffin, J.

1. The plaintiffs . in this; suit are ground landlords in a Mohalla of Benares. The defendants Nos. 1 to 5 are occupiers of a house for tbe site of which they pay a ground rent to the plaintiffs. Those defendants have sold the house to defendant No. 6, wh6 is the appellant in this Court, for a sum of Rs. 300. The plaintiffs filed this suit claiming Rs. 47-5 10 as their share out of Rs. 75 haq-i-chdharum, i.e., landlord's rights to a fth of purchase-money. Several pleas were taken in defence but in the present appeal the only questions with which we are concerned are whether on a true-interpretation of the qabuliat, under which the defendants Nos. 1 to 5 held, the plaintiffs are entitled to recover 1/4th of the entire purchase-money or 1/4th merely of the price of the materials of the house. The defendants, no doubt, with the object of making payment of this haq-i-chaharum as little as possible have purported to sell their rights in their house as follows: the house

itself for Rs. 100 and the parjoti right to the site for Rs. 200. It was contended on behalf of the appellant that all that the plaintiffs could recover would be 1/4th share in the value of the materials of the house. The Courts below have decreed the plaintiffs' suit in full. The lower appellate Court held it proved by the evidence on the record that the general custom as to the rights of the landlords to recover haq-i-chaharum was that they were entitled to recover 1/4th share of the entire purchase-money, secondly, that in this particular case, the words amla makan were used in contra-distinction to the word land to denote the superstructure on the land as distinguished from the land itself. The ground taken in second appeal is that the Court below has misconstrued the qabuliat and that according to its proper construction the landlords are entitled only to a 1/4th share of the price of the materials. The exact words of the qabuliat relating to the haq-i-chaharum are as follows: Bawaq farokht ya kisitarah he intiqal karne ya munhadim kame (amlake), haq-i-chaharum zemindari ham moqir wa hamave qaitn moqam bila uzer ada karenge".

2. As I understand this provision, there is nothing in it to restrict the right of the landlords to recover their 1/4th share from the price of the materials only of the house standing on their land. It is further contended that the plaintiffs themselves in their plaint have used the words amla makan and have themselves understood that expression as meaning merely the materials of the house. The words occur several times in the plaint. It appears to me that the plaintiffs understood by that expression as meaning the house standing on the parjoti land and the tenants' rights thereto and this is apparent from the fact that the plaintiffs have stated that the defendants are liable to pay the sum of Rs. 75, that is, 1/4th of the Rs. 300, the price of the house sold. I have consulted the dictionaries as to the meaning of the word amla'. I find in Platt's Hindustani Dictionary the word amla, among other meanings, means premises or buildings &c.; There is no doubt that in the present case the purchase-money realised by the defendants was Rs. 300 and they cannot be permitted to evade their liability for the haq-i-chaharum by the transparent device of splitting up their rights to the house sold. I dismiss this appeal with costs.

