

Narayanamma Vs. Kamakshamma

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SooperKanoon Citation : sooperkanoon.com/776981

Court : Chennai

Decided On : Oct-22-1896

Reported in : (1897)ILR20Mad21

Judge : Shephard and ;Subramania Ayyar, JJ.

Appellant : Narayanamma

Respondent : Kamakshamma

Judgement :

1. The house-rent in question was not alleged to be due upon a written contract signed by the defendant'. The case therefore, falls under proviso 3 to Section 13 of Act I of 1889, which lays down that a village Munsif cannot entertain a suit for' rent of land, unless such rent is due upon a written contract signed by the defendant. In Civil Revision Petition No. 48 of 1894, BEST, J., held the proviso to be inapplicable to a claim for house-rent. But we are unable to agree with the learned Judge, as we see nothing in the language of the proviso or in the reason for the enactment thereof to make us suppose that the term ' land ' is used in a restricted sense excluding land built upon from the operation of the proviso. In the absence of any ground for putting such a limited construction on the term in question, it should, we think, be understood in its ordinary sense which of course includes land not covered by buildings as well as that so covered. It follows that the village Munsif had no jurisdiction to entertain the suit, and-, the conclusion of the District Munsif is right.

