

## **S. M. Gopalakrishna Chetty vs Ganeshan & Ors on 11 August, 1975**

**Equivalent citations: 1975 AIR 1750, 1976 SCR (1) 273, AIR 1975 SUPREME COURT 1750, 1975 2 SCC 408, 1976 (1) SCR 273, 1975 (1) ALL LR 457, 1975 RENCJ 500, 1976 (1) SCJ 358, 1975 RENCJ 556**

**Author: P.K. Goswami**

**Bench: P.K. Goswami, A. Alagiriswami, N.L. Untwalia**

PETITIONER:

S. M. GOPALAKRISHNA CHETTY

Vs.

RESPONDENT:

GANESHAN & ORS.

DATE OF JUDGMENT 11/08/1975

BENCH:

GOSWAMI, P.K.

BENCH:

GOSWAMI, P.K.

ALAGIRISWAMI, A.

UNTWALIA, N.L.

CITATION:

1975 AIR 1750                      1976 SCR (1) 273

1975 SCC (2) 408

CITATOR INFO :

D                      1979 SC1559 (5,10)

RF                      1989 SC1101 (16)

ACT:

Madras Buildings (Lease & Rent Control) Act 1960-  
Section 2(6)- Section 14-Whether a single eviction petition  
with regard to two tenancies in the same premises is  
maintainable.

HEADNOTE:

The appellant landlord is a holder of life interest in the property in question He filed a suit against the tenant for eviction on the grounds of bona fide requirement by him for demolition and reconstruction. The Rent Controller held

the requirement of the landlord bona fide and ordered eviction of the tenant. The appellant filed one petition for evicting the tenants in respect of two different tenancies, one for residential purpose and the other for non-residential purpose. The appellate Authority under the Madras Buildings (Lease and Rent Control) Act, 1960 dismissed the appellant's application for eviction on the ground that a landlord having a life interest cannot seek eviction for bona fide requirement for demolition and reconstruction. The High Court in Revision refused to interfere with the order of the Appellate Authority under the Act.

On appeal by special leave, it was contended by the appellant that the land lord having a life interest is entitled to evict the tenant for bona fide requirement for demolition and reconstruction under section 14 of the Act. The respondent contended that granting of the application of the landlord might prejudice the interest of the remainder man.

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HELD: Allowing the appeal,

(1) Definition of landlord under- section 2(6) is wide enough to include the appellant who holds a life interest in the premises. The right between the appellant and the remainder man with regard to the deed of settlement would have to be worked out in appropriate proceedings. 'The Act in question is a self-contained and, complete Code for regulation of the rights between the land lord and tenants. Even a possible dispute between the landlord and the remainder man cannot affect adjudication of the claim of the landlord against his tenants under the provisions of the Act. [275F-276D]

(2) A single petition with regard to two tenancies in the same premises is maintainable when the tenancy is one. [276D-E]

#### JUDGMENT:

CIVIL APPELLATE JURISDICTION: Civil Appeals Nos. 493- 495 of 1 974 Appeals by special leave from the judgment and order dated the 9th August, 1973 of the Madras High Court in Civil Revision Petition Nos. 1470 to 1472 of 1973.

K. S. Ramamurthi, T. N. Vallinayagam, R. N. Nath and V. Maya Krishnan, for the appellant.

M. Natesan, K. Jayaram and R. Chandrasekhar, for the respondent.

The Judgment of the Court was delivered by GOSWAMI, J.- These appeals by special leave are directed against the order of the High Court of Madras in three Civil Revision Petitions under section 25 of the Madras Buildings (Lease and Rent Control) Act 1960 briefly the (Act) whereby the

High Court refused to interfere A with the orders of the appellate authority under the Act holding that the appellant (hereinafter to be described as the landlord) has no right to evict the respondents (hereinafter to be described as the tenants) from the premises in question on the ground of demolition and reconstruction.

The tenancy under the landlord is admitted by the tenants there is also no question with regard to validity of the notice of eviction. The only questions in controversy in these appeals are whether the landlord in this case, who is the holder of life interest in the property, is entitled to evict the tenants under section 14(1) (b) of the Act on the ground that the building is bona fide required by the landlord for demolition and for reconstruction. The second question raised` in one of the appeals is whether a single petition is maintainable to evict the tenants from two different tenancies one for residential purpose and the other for non-residential purpose. The latter point has been held by the High Court in favour of the landlord but the tenants are raising it in seeking to support the earlier order of the appellate authority.

The premises are situated at Anna Pinai Street, Madras. Originally the premises belonged to late S. Manicka Chettyar, father of S. M. Gopalakrishna, the present landlord. By virtue of a Deed of Settlement executed by S. Manicka Chettyar on May 9, 1934, possession of the premises was delivered to his wife, Manoranjithammal, as trustee and guardian an of his three minor children, S. M. Gopalakrishna then aged 13` years, and his two minor daughters, Indrani Ammal and Palani Ammal. We are not concerned with the various directions in the Deed of Settlement except to note the admitted position that Manoranjithammal was allowed to enjoy the rents and profits of the property for her life time subject to certain charges mentioned in the Deed. After the life time of the settlor's wife, his son, S. M. Gopalakrishna (appellant) shall enjoy the rents and profits of the said property.... for his life time" subject lo certain charges on account of his two sisters. It is further mentioned in the Deed that after the life time of Gopalakrishna, his son and son's heir of any predeceased son living at that time shall enjoy the property subject to identical charges as absolute owners, with right of sale, gift, etc. There are further directions in case of other contingencies with which we are not concerned. We may, however, note that S. M. Gopalakrishna is issueless.

From the above terms of the Settlement it is contended by the tenants that the landlord has only a life interest in the premises in question and that it is inherent in such a life interest that it is not permissible for the landlord to invoke section 14(1) (b) as grounds for eviction of the:

tenants by demolition of the property for the purpose of reconstruction. It is emphasised that since the interest of the remainder-man may be prejudiced? the landlord with a life interest in the premises cannot evict the tenants on these grounds.

The Rent, Controller held that the requirement of the landlords bona fide and ordered for eviction of the tenants. The Court of Small Causes, which is the appellate authority, allowed the appeals lodged by the tenants against the orders of eviction and set aside the orders of eviction. As noticed earlier the High Court refused to interfere in revision.

The High Court agreed with the! view of the appellate authority that the landlord had no right to ask for eviction of the respondents on the ground of demolition and reconstruction, he admittedly having only a life interest or right to enjoy the property for his life. The appellant sub mits that this view is not legally tenable.

Before we proceed to consider the point in controversy, we may read section 14(1)(b):

14. "Recovery of possession by landlord for repairs or for reconstruction.-

(1) Notwithstanding anything contained in this Act, but subject to the provisions of section 12 and 13, on an application made by a landlord the Controller shall, if he is satisfied-

(b) that the building is bona fide required by the landlord for the immediate purpose of demolishing it and such demolition is to be made for the purpose of erecting a new building on the site of the building sought to be demolished, pass an order directing the tenant to deliver possession of the building to the landlord before a specified date".

The expression landlord is defined under section 2(6) as follows:-

" 'Landlord' includes the person who is receiving or is entitled to receive the rent of a building, whether on his own ac count or on behalf of another or on behalf of himself and others or as an agent, trustee, executor, administrator, receiver or guardian or who would so receive the rent or be entitled to receive the rent, if the building were let to a tenant".

x x x x This inclusive definition o landlord would clearly take in its sweep the present landlord who holds a life interest in the premises and who admittedly has been on his own right under the Deed of Settlement as a trustee receiving rents of the premises from the tenants. We are not even concerned with the question as has been sought to be established in the case by proving that there is no possibility or any objection from the daughters of the settlor or from any other remainder-man. It is sufficient to observe that the rights between S. M. Gopalakrishna and the remainder-man with regard to the terms of the Deed of Settlement win have to be worked out in appropriate proceedings, if necessary and the general law win govern the matter if any occasion arises.

On the other hand, the Act with which we are concerned is a self contained and complete code for regulation of the rights between landlord and tenants as defined in the Act (See M/s Raval and Co. v. K. G. Ramachandra and others (1). Thus a controversy that may arise between a landlord and others, who are not his tenants under the Act, is outside the ken of this Act. Even a possible dispute, imaginary or real, between the landlord and the remainder-man cannot affect adjudication of the claim of the landlord against his tenants under the provisions of the Act. It win also

not affect the efficacy of the nature of the plea of bona fide on the part of the landlord, if otherwise so. Such questions as are raised in this appeal by the tenants are, therefore, irrelevant in a litigation between the landlord and tenants when a suit for eviction is instituted by the former on any of the grounds available to him under the Act. It is clear that when the objection on the score of the landlord being a holder of life interest and hence incapable of invoking section 14 (1)

(b) fails the suit must be decreed.

It was strenuously submitted by Mr. Natesan that a tenant with a life interest cannot be allowed to demolish the property in order to reconstruct it as that action would, per se be not bona fide. We are unable to accede to this submission. A landlord has every right to demolish his property in order to build a new structure on the site with view to improve his business or to get better returns on his investment. Such a step per se, cannot be characterised as mala fide on the part of the landlord. There is therefore. no merit in this contention.

Mr. Natesan faintly submitted that a single petition with regard to two different tenancies, although in the same premises, one for residential purpose and the other for non- residential purpose, is not maintainable. We do not find any substance in such a contention when the tenancy is one.

In the result the appeals are allowed and the order of the High Court as well as that of the appellate authority are set aside. The order of the Controller allowing eviction of the tenants stands restored. We win, however, allow time to the tenants upto 31st January, 1976, to vacate the premises on the distinct condition that they shall submit affidavits in this Court undertaking to vacate the premises by the aforesaid date within two weeks from to-day. The appellant win be entitled to his costs in these appeals. One set of costs P.H.P. Appeal allowed.