

Madras High Court

Gullapalli Bhadrappa vs Puttagunta Bapayya And Ors. on 1 January, 1800

Equivalent citations: (1911) 21 MLJ 803

JUDGMENT

1. The plaintiff is an inamdar and sues to eject the defendants who are the cultivating ryots. We accept the law as laid down in S.A. No. 705 of 1909 that when an inam is carved out of a zemiudari the presumption is that what was given as inam was only the melvaram right as the zamindar himself was presumably the owner only of that right. The decision in Marapa Tharalu v. Telukula Neelakanta Behara (1907) I.L.R. 30 M. 502 is not an authority to the contrary as that case only laid down that an inamdar who is the owner of both varams in the land will not be presumed when he lets a ryot into occupation to give over the kudivaram right to him though such a presumption would be made in the case of a zemindar transferring land in the zemindari to a ryot for cultivation. It must, therefore, be presumed in this case that as inamdars plaintiff's predecessors in interest obtained only the melvaram right from the Zemindar of Nuzvid. There is no evidence that they were the owners of the kudivaram in any tight. We can find no legal evidence on record that the plaintiff or his predecessors ever let any of the cultivators into possession of the land. The fact that the defendants have not proved that their predecessors were always inoccupation or that ryots whose connection with the defendants is not proved were cultivating in a law stray years is not evidence that the inamdar exercised the right of ejecting the. cultivators and giving the laud to new cultivators. The fact that in the case of some other inamdars the ryots admitted the inamdar's kudivaram right is no evidence against the defendants; nor can the fact that the holders of two acres out of the plaintiff's inam admitted his right to eject in 1905 be admissible in evidence against them. The fact that the rent paid has not been uniform is not evidence that the defendants have no occupancy right in the absence of evidence that money rents had been fixed for the land. The result is that the plaintiff' has not proved his ownership of the occupancy right or his right to eject the defendants. The decrees of the courts below are reversed and the suits dismissed with costs throughout.