

S. M. Gopalakrishna Chetty

Vs

Ganeshan and Others

Civil Appeals Nos. 493-495 of 1974

(A. Alagiriswami, P. K. Goswami, N. L. Untawalia JJ)

11.08.1975

JUDGMENT

GOSWAMI, J. –

1. 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 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.

2. The tenancy under the landlord is admitted by the tenants. There is also no question with regard to the 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, 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.

3. The premises are situated at Anna Pillai Street, Madras. Originally 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, Manoranjithammala, as trustee and guardian of his three minor children, S. M. Gopalakrishna, then aged 3 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 Manoranjithammala was allowed to enjoy the rents profits of the property for her lifetime subject to certain charges mentioned in the deed. After the lifetime of the settlor's wife, his son, S. M. Gopalakrishna (appellant) "shall enjoy the rents and profits of the said property . . . for his lifetime" subject to certain charges on account of his two sisters. It is further mentioned in the deed that after the lifetime 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 issueless.

4. 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 inherent to invoke Section 14(1)(b) as grounds for eviction of the tenants by demolition of the property for the purpose of reconstructing. It is emphasised that since the interest of the remainder-men may be prejudiced, the landlord with a life interest in the premises cannot evict the tenants on these grounds.

5. The Rent Controller held that the requirement of the landlord was bonafide 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.

6. The High Court agreed with the view of the appellate authority that the landlord has no right to ask for the 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 submits that this view is not legally tenable.

7. 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 account or on behalf another or on behalf 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.

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This inclusive definition of landlord would clearly take in its sweep the present landlord 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 of any objection from the daughter of the settlor or from any other remainder-men. It is sufficient to observe that the right between S. M. Gopalkrishna and the remainder-men with regard to the terms of the deed of the settlement will have to be worked out in appropriate proceedings, if necessary, and the general law will govern the matter if any occasion arises.

8. On the other hand, the Act with which we are concerned is 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. Ramachandran*). 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 remainder-men cannot affect adjudication of the claim of the landlord against his tenants under the provisions of the Act. It will 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 the life interest and hence incapable of invoking Section 14(1)(b) fails the suit must be decreed.

9. It was strenuously submitted by Mr. Natesan that a tenant (sic landlord) 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 a 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.

10. 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.

11. 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. He will however, allow time to the tenants upto January 31, 1976, to vacate the premises on the distinct condition that they shall submit affidavits this Court undertaking to vacate the premises by the aforesaid date within two weeks from today. The appellant will be entitled to his costs in these appeals. One set of costs.

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