

Subramania Mudaliar

Vs

Kolapur Traders

Civil Appeal No. 1804 of 1981

(P.N. Bhagwati, O. Chinnappa Reddy JJ)

10.07.1981

JUDGMENT

BHAGWATI, J. –

1. The only ground on which the claim of the appellant for possession of the premises from the respondents has been negatived is that the purpose for which the appellant has sought to recover possession of the premises is for carrying on the profession of advocate and that does not constitute business within the meaning of the Tamil Nadu Buildings (Lease and Rent Control) Act 18 of 1960. This ground obviously cannot be upheld in view of the decision of this case in Mohanlal v. R. Kondiah [(1979) 3 SCR 12 : (1979) 2 SCC 616] where this Court has held that business is a word of very large and wide import and the practice of law is business within the meaning of that expression in Section 10(3)(a)(iii) of the Andhra Pradesh Buildings (Lease, Rent and Eviction) Control Act, 1960. It is clear that having regard to this decision the practice of law must be regarded as business also for the purpose of Tamil Nadu Buildings (Lease and Rent Control) Act 18 of 1960 and the appellant must be held entitled to recover possession of the premises from the respondents for the purpose of carrying on the profession of law.

2. We accordingly allow the appeal, set aside the judgment of the High Court and restore the decree for eviction passed by the Rent Controller and affirmed by the Appellate Authority. If the respondents file an affidavit within four weeks from the today stating that they are in possession and occupation of the premises and undertaking to this Court that they will not induct anyone else in possession or occupation of the premises and will hand over vacant and peaceful possession of the premises to the appellant on or before April 30, 1982 the decree for eviction will not be executed until then. If the respondents fail to file such an affidavit within four weeks from today the decree will become executable forthwith. The respondents will continue to pay to the appellant regularly from month to month compensation equivalent to the monthly rent on or before the 10th day of each succeeding month.

</html