

A RAGHUNATH PRASAD PANDE

v.

STATE OF KARNATAKA & ORS.

(Civil Appeal No. 3621 of 2018)

B APRIL 06, 2018

**[MOHAN M. SHANTANAGOUDAR AND  
NAVIN SINHA, JJ.]**

C *Mysore Land Reforms Act, 1961 – s.14(5) – Resumption of  
land from tenants – High Court held against the appellant mainly  
on the ground that the possession as required under s.14(5) of Act,  
1961 as it then existed was not handed over in favour of landlord  
– Held: It is clear from the language of s.14 as it then existed that  
the landlord could have filed an application if he needed the land  
for bona-fide use and occupation before the Tribunal seeking  
D resumption of the land from the tenants – A certificate is then issued  
by the Tribunal in case the application of the landlord for resumption  
is allowed – The landlord takes possession of the property by making  
further application before the Tribunal with support of the certificate  
issued – Pursuant thereto, the tenants are dispossessed before the  
E 31<sup>st</sup> March of the calendar year succeeding the calendar year in  
which the application for possession is made – In the matter on  
hand, the compromise was entered into before the Munsiff/Tribunal  
and the same was recorded as per law – The existence of such  
compromise between the parties is not disputed by the respondents  
at any stage – The parties also filed a memo in the resumption  
F proceedings to the effect that the landlord had already been given  
possession of the resumed lands by the respondents 2 to 9 – On the  
face of these documents, it would be futile exercise on the part of  
the landlord to once again carry out the procedure as contemplated  
under s.14(5) that too only in order to fulfil the formalities – Since  
the composite compromise, is acted upon by handing over the  
G possession of 4 acres of property in favour of the landlord by virtue  
of the order dated 02.03.1970 passed by the Munsiff/Tribunal and  
as handing over of possession in favour of the landlord is  
undisputed, it can be concluded that the landlord was in possession  
of the property to the extent of 4 acres since 02.03.1970, legally –*

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*The view of the High Court is hyper technical and too sophisticated under the facts of the case – The land is already acquired by the State Government – Civil Judge while deciding the reference application seeking enhancement of compensation observed that the beneficiaries under acquisition and the State Government have taken possession of 4 acres of land from the landlord – The impugned judgments set aside – Karnataka Land Reforms Act, 1961.*

CIVIL APPELLATE JURISDICTION: Civil Appeal No. 3621 of 2018.

From the Judgment and Order dated 17.06.2013 of the High Court of Karnataka, Circuit Bench at Dharwad in Writ Appeal No. 6373 of 2010(LR-REF).

S. S. Javali, Sr. Adv., Azeem A. Kalebudde, Ankolekar Gurudatta, Neelkanth Dnyashwar Aher, Advs. for the Appellant.

V. N. Raghupathy, Adv. for the Respondents.

The following Order of the Court was passed :

**ORDER**

Despite service, none appears for respondent nos. 2 to 9.

Leave granted.

2. Both the learned Single Judge as well as the Division Bench of the High Court have concluded against the appellant mainly on the ground that the possession, as required under Section 14(5) of the Mysore Land Reforms Act, 1961, as it then existed, was not handed over in favour of the landlord.

3. Before proceeding further it is relevant to note the provisions of Sections 14(1) and 14(5) of Mysore Land Reforms Act, 1961 (now called as Karnataka Land Reforms Act, 1961) as they existed in the year 1961-1970, the relevant years for the purpose of this case:-

“14. Resumption of land from tenants – (1) Notwithstanding anything contained in Sections 22 and 43, but subject to the provisions of this Section and of Sections 15, 16, 17, 18, 19, 20 and 41, a landlord may, if he *bona fide* requires land, other than land held by a permanent tenant, -

- A (i) For cultivating personally, or  
(ii) For any non-agricultural purpose,  
file with the Tribunal a statement indicating the land or lands owned  
by him and which he intends to resume and such other particulars  
as may be prescribed. On such statement being filed, the Tribunal  
shall, as soon as may be, after giving an opportunity to be heard to  
the landlord and such of his tenants and other persons as may be  
affected, and, having due regard to contiguity, fertility and fair  
distribution of lands, and after making such other inquiries as the  
Tribunal deems necessary, determine the land or lands which the  
landlord shall be entitled to resume, and shall issue a certificate to  
the landlord to the effect that the land or lands specified in such  
certificate has been reserved for resumption; and thereupon the  
right to resume possession shall be exercisable only in respect of  
the lands specified in such certificate and shall not extend to any  
other land.
- B
- C
- D Explanation – Subject to such rules as may be prescribed, the  
Tribunal within the jurisdiction of which the greater part of the  
land held by the landlord is situated shall be the Tribunal  
competent to issue a certificate under this Section.
- E 14(5) Where a certificate is issued in respect of any land under  
sub-section (1)
- F (a) In the case of tenancies existing on the appointed day, the  
landlord shall make an application to the Tribunal for possession  
of such lands within twelve months from the date of issue of the  
certificate, but the tenants shall not be dispossessed before the  
31<sup>st</sup> March of the calendar year succeeding the calendar year in  
which the application for possession is made;
- G (b) In the case of tenancies created after the appointed day, the  
landlord shall not be entitled to resume the land before the expiry  
of five years from the date of creation of the tenancies concerned  
and the tenants shall not be dispossessed before the 31<sup>st</sup> March of  
the calendar year succeeding the calendar year in which the  
application for possession is made.”
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From the scheme of afore-mentioned provisions it is clear that the landlord could have filed an application if he needed the land for *bona-fide* use and occupation before the Tribunal seeking resumption of the land from the tenants. The order was to be passed by the Tribunal under Section 14(1) of the Act on such application being filed by the landlord. A certificate would be issued by the Tribunal in case the application of the landlord for resumption was allowed. The landlord would take possession of the property by making further application before the Tribunal with support of the certificate issued as mentioned supra. Pursuant thereto, the tenants would be dispossessed before the 31<sup>st</sup> March of the calendar year succeeding the calendar year in which the application for possession was made. In the matter on hand the compromise entered into as well as the order accepting the compromise passed by the Tribunal was a composite order made under Sections 14(1) and 14(5) of the Mysore Land Reforms Act, 1961. It is relevant to note herein itself that the Tribunal during the relevant point of time was to be constituted under Section 111 of the Mysore Land Reforms Act, 1961. Section 111 (as it then existed) reads thus:

“111. Constitution of Tribunal – (1) The State Government may, by notification, constitute for the area specified therein a Land Tribunal consisting of a sole member who shall be a judicial officer of the rank of a Munsiff who shall perform all the functions of the Tribunal under this Act.

(2) For any area for which a Tribunal has not been constituted, the Munsiff having jurisdiction over such area or any other judicial officer authorised in this behalf by the State Government shall exercise all the powers and perform all the duties and functions of the Tribunal under this Act.

Explanation:- For the purpose of this section, a Munsiff means (i) in the Bombay Area, a Civil Judge (Junior Division); and (ii) in the Madras Area, a District Munsiff.”

From the afore-mentioned provision it is clear that the Land Tribunal was to be constituted of a sole member who shall be a judicial officer. In the matter on hand also the compromise was entered into before the Munsiff/Tribunal and the same was recorded as per law.

- A 4. Non-compliance of the procedural aspect, as contemplated under Section 14(5) of the Mysore Land Reforms Act, 1961 (as it stood originally), is properly explained by the appellant by drawing the attention of the Court to the compromise deed entered into between the parties on 02.03.1970. The compromise deed reads thus:-
- B “The Respondent has no objection for resumption of 4 acres of land southern portion of petition land.  
The Respondent has already given the possession of the said resumed land to the petitioner.  
The petitioner has no other land except the land in dispute which is less than the ceiling limit.”
- C From the aforementioned, it is clear that it was a composite compromise entered into between the parties keeping in mind Sections 14(1) and 14(5) of the Mysore Land Reforms Act, 1961 (as it then stood) and submitted before the Munsiff/Tribunal, Dharwad in RLC 109/70. The existence of such compromise between the parties is not
- D disputed by the respondents at any stage. However, their only contention is that the procedure as contemplated under Section 14(5) of the Mysore Land Reforms Act was not followed. In the resumption proceedings RLC No. 543/1970 dated 31.10.1970, RLC No. 109 of 1970 dated 02.03.1970, RLC No. 55 of 1970 dated 17.04.1971, a compromise petition
- E was filed before the Munsiff/Tribunal. The Tribunal passed an order in terms of the said compromise. The parties also filed a memo in those proceedings to the effect that the petitioner herein had already been given possession of the resumed lands by the respondents 2 to 9. On the face of these documents, it would be futile exercise on the part of the
- F petitioner to once again carry out the procedure as contemplated under Section 14(5) of the Mysore Land Reforms Act, that too only in order to fulfil the formalities.
- G 5. Since the composite compromise, mentioned supra, is acted upon by handing over the possession of 4 acres of property in favour of the petitioner by virtue of the order dated 2.3.1970 passed by the Munsiff/Tribunal, Dharwad in RLC No. 109 of 1970, and as handing over of possession in favour of the petitioner in respect of 4 acres of land is undisputed, it can be concluded that the petitioner was in possession of the property to the extent of 4 acres since 02.03.1970, legally. The view of the High Court, in our opinion, is hyper technical and too sophisticated
- H under the facts of the case.

6. It is relevant to note that the land is already acquired by the State Government. The 2<sup>nd</sup> Additional Senior Civil Judge, Dharwad, while deciding the reference application seeking enhancement of compensation in LAC case no. 82 of 1994 has observed in its judgment dated 30.11.2015 that the beneficiaries under acquisition and the State Government have taken possession of 4 acres of land from the landlord, i.e. the petitioner herein. A B

7. From the aforesaid undisputed facts, it is amply clear that the petitioner was permitted to resume the land and that the respondent nos. 2 to 9 have surrendered 4 acres of land in favour of petitioner herein by virtue of the compromise deed entered into between the parties before the competent authority as on 02.03.1970. C

8. Hence, the impugned judgments are liable to be set aside and the same are set aside.

9. The appeal is, accordingly, allowed.

10. Pending application(s), if any, shall stand disposed of. D

11. There shall be no order as to costs.