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C.A.No. 1474 OF 1999

ITEM No. 101 P.H.

Court No. 11

SECTION IVA

S U P R E M E C O U R T O F I N D I A
R E C O R D O F P R O C E E D I N G S

Civil Appeal No. 1474 of 1999

Dyavegowda

Appellant (s)

VERSUS

Revanna and Ors.

Respondent (s)

(With office report)

Date : 25-03-2004 This appeal was called on for hearing today.

CORAM :

HON'BLE MR. JUSTICE P. VENKATARAMA REDDI
HON'BLE MR. JUSTICE D.M. DHARMADHIKARI

For Appellant (s)Mr. P.R. Ramasesh, Adv.

For Respondent (s)
No. 1Mr. S.N. Bhat, Adv.

UPON hearing counsel the Court made the following
O R D E R

The appeal is dismissed.

[Alka Dudeja] [Shelly Sengupta]
Court Master Court Master

[Signed order is placed on the file]

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 1474 OF 1999

Dyavegowda

Appellant (s)

VERSUS

O R D E R

The High Court in exercise of its revisional power under Section 121A of the Karnataka Land Reforms Act, 1961, reversed the order of the Appellate Tribunal and restored the order of the Primary Tribunal, which held that respondent No. 1 was cultivating the land of Late Raghavendra Rao as tenant. Accordingly, the Land Tribunal conferred the occupancy right on the respondent. Before the Land Tribunal, the respondent-tenant filed the lease deed dated 10th September, 1960, executed by Raghavendra Rao and the rent receipts from the year 1960 onwards. There was not even a specific suggestion to the tenant that these crucial documents were concocted. Before the Appellate Tribunal, the son of the land holder, Raghavendra Rao, was examined as a witness on behalf of the respondent-tenant. It is seen from the deposition that he was about 13 or 14 years old by the time the lease deed was executed. He identified the signatures and also spoke to the fact that the respondent was the cultivating tenant. The Appellate Court, however, did not accept this evidence mainly for the reasons that there was some discrepancy in regard to the

-2-

quantum alleged to have been paid and at the relevant time when the transaction was entered into, D.W.3 was not in a position to give the particulars of the lease. However, the lease deed and receipts could not have been brushed aside by the Appellate Tribunal on flimsy reasons, especially when there was no cross examination as regards the execution of the lease deed, as rightly pointed out by the High Court. It is also relevant to take note of the fact that soon after the disputed land was sold to the appellant in the year 1969, the respondent took immediate steps to issue a legal notice and moreover, he filed a suit and obtained an injunction. Having regard to the facts and circumstances of the case, we are not inclined to interfere with the judgment under appeal. The appeal is dismissed.

.....J.
 (P. Venkatarama Redddi)

.....J.
 (D.M. Dharmadhikari)

New Delhi,
 March 25, 2004.