

JUDGMENT.

CANDY, J.—The District Judge held that defendants 8 to 13 were entitled to notice, and the plaintiff has taken no objection to that ruling. The District Judge, however, has in his judgment given the notice which he thought the plaintiff was bound to give his tenants. This he could not do. On the authorities collected in *Vithu v. Dhondi* (1) we must reverse the decree of the District Judge and reject the claim. All costs on plaintiff.

Decree reversed.

18 B. 109.

[109] APPELLATE CIVIL.

Before Mr. Justice Candy and Mr. Justice Fulton.

PARSHOTAM VISHNU (*Original Plaintiff*), *Appellant v. NANA PRAYAG* (*Original Defendant*), *Respondent*.* [23rd January, 1893.]

Registration Act III of 1877, s. 17 (d)—Lease—Lease for life of the lessee—Registration.

A lease of immoveable property for the life of the lessee is a lease for a term exceeding one year. It, therefore, requires registration.

SECOND appeal from the decree of Khan Bahadur N. N. Nanavati, First Class Subordinate Judge, with appellate powers, of Dhulia, confirming the decree of Rao Saheb D. S. Sapre, Second Class Subordinate Judge of Nandurbar in suit No. 994 of 1889.

The plaintiff sued to recover possession of a piece of land, alleging that it was leased by him to Nana Prayag for his life under an agreement dated 25th March, 1878; that in violation of this agreement Nana had assigned 7 gunthas of this land to defendant No. 2, and that after Nana's death his heir, defendant No. 1, refused to vacate the land.

The agreement, on which the plaintiff relied in support of his claim, provided as follows:—

" I (the lessee) shall continue to pay each year Re. 0-12-5 to you in the month of February, and I shall enjoy the said land as long as I live."

The Subordinate Judge held that the agreement in question was compulsorily registrable, being a lease falling under sub-s. 1, cl. (d) of s. 17 of the Indian Registration Act III of 1877; that as it was not registered, it was inadmissible in evidence; and that as it was the foundation of the plaintiff's case, he must fail. He, therefore, rejected the plaintiff's claim.

This decision was confirmed by the lower appellate Court.

The plaintiff thereupon preferred a second appeal to the High Court.

Narayan Vishnu Gokhale, for appellant.

Daji Abaji Khare, for respondent.

JUDGMENT.

[110] CANDY, J.—We consider that a lease for the life of the lessee is a lease for a term exceeding one year, as it entitles the lessee to hold for more than that period if he live so long. It is not a lease terminable at the end of a year or at the option of the lessor. It, therefore, requires registration. We confirm the decree, with costs.

Decree confirmed.

* Second Appeal, No. 738 of 1891.

(1) 15 B. 407.