

Privy Council Appeal No 7 of 1920.

Mi Asha and another - - - - - *Appellants*

v.

Jogendra Lal Chowdhury - - - - - *Respondent*

FROM

THE CHIEF COURT OF LOWER BURMA.

JUDGMENT OF THE LORDS OF THE JUDICIAL COMMITTEE OF THE
PRIVY COUNCIL, DELIVERED THE 3RD MAY, 1921.

Present at the Hearing :

LORD SHAW.

LORD PHILLIMORE.

MR. AMEER ALI.

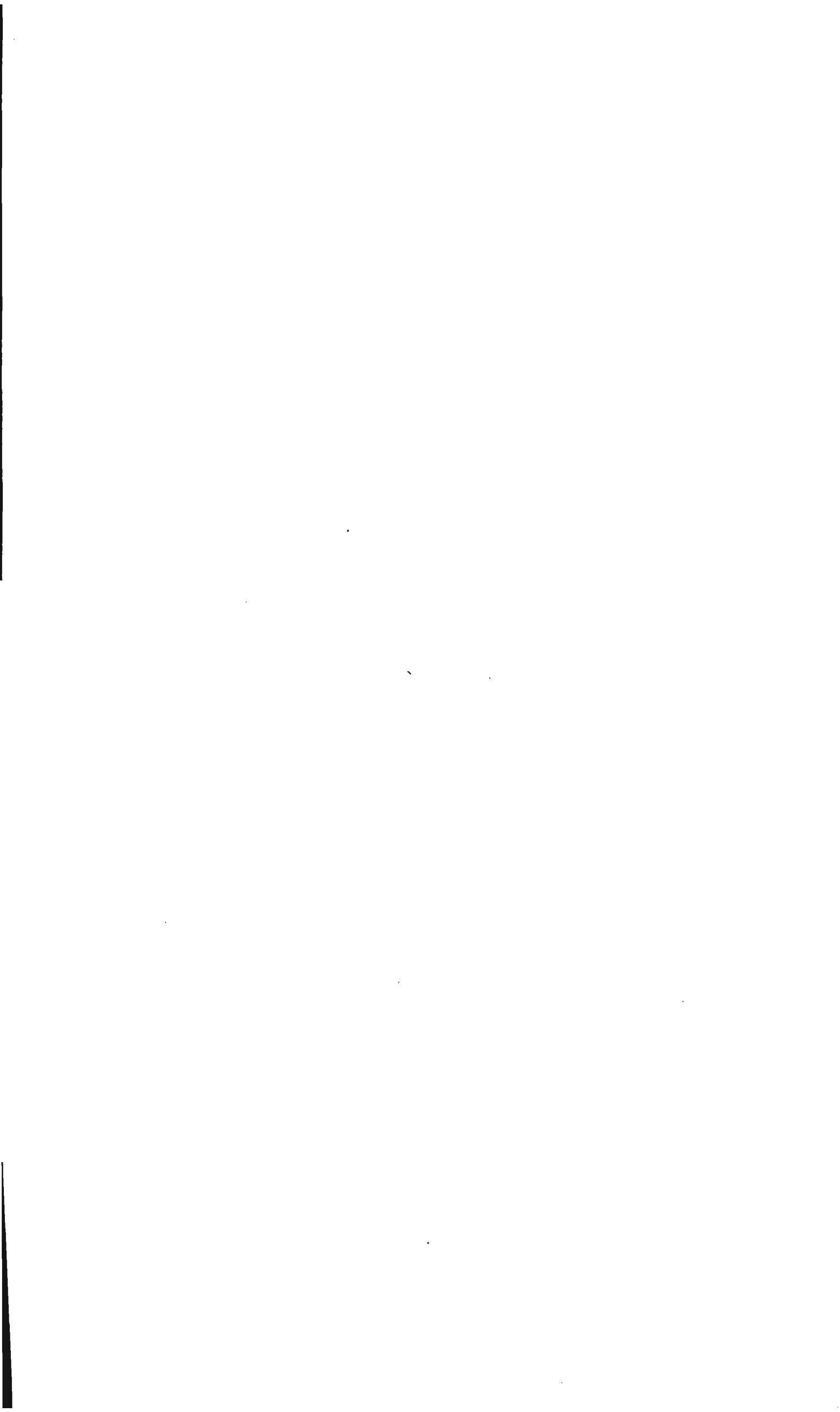
[*Delivered by LORD SHAW.*]

This is an appeal against a decree of the Chief Court of Lower Burma. The decree was dated the 19th August, 1918. It reversed a decree of the District Court of Akyab, dated the 1st September, 1917.

The real question for determination has been stated in the brief argument at their Lordships' bar by Mr. Dunne, and presented with his usual cogency. The question is as to the extent of the interest in a grant of waste land known as the Taung Chaung grant. It passed under a deed of sale executed on the 8th June, 1897, by the appellant Mi Asha in favour of one Oborno Charan Chowdhury. The latter is represented now by the respondent on this appeal. The grant mentioned was a Crown grant, made in renewal of former grants, and it is dated the 9th July, 1884. The argument presented revolves around a certain expression made use of in that Crown grant. Their Lordships do not enter at large into the topic thus presented. They, however, desire it to be understood that they interpret the grant mentioned in the light and as part of the reciprocal obligation entered into by the

lessee under that grant, under which it is specified very clearly that the length of the interest of the lessee was for the period of thirty years. The thirty years expired in the year 1914. In the meantime the grantee had died, and the appellant, his executrix, had made a conveyance in favour of the respondent. When the lease expired in 1914, the appellant herself applied to the Deputy-Commissioner of Akyab to renew the lease in her name. The respondent also, naturally wishing to continue his occupancy and as transferee of the lease, applied and his application was granted by the Crown. This was done in terms substantially of the Waste Land Rules, which have been submitted to the Board and which were before the Courts below. These Waste Land Rules are still of application.

The appellant, having failed in her application for renewal of the lease, presents this case to the Court, and her demand is no less than this: that at the expiry of the lease she, having evacuated all rights in respect to a transaction years ago, now represents not only that she was entitled to apply to the Crown for a renewal of the lease, but that she is *de facto* at this moment the owner of the fee simple, and that without any obligation either to the appellant upon the one hand or to the Crown upon the other. Their Lordships are of opinion that this audacious demand cannot be acceded to. The subject, however, has been adequately dealt with by the Courts below, and for the reasons given, with which their Lordships find themselves in substantial agreement, they will humbly advise His Majesty that the appeal be dismissed with costs.



In the Privy Council.

MI ASHA AND ANOTHER

vs.

JOGENDRA LAL CHOWDHURY.

DELIVERED BY LORD SHAW.

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