CASE NO.:
Appeal (civil) 4705 of 1999

PETITIONER:
Thirunavukarasu Mudaliar (Dead) by Lrs.

RESPONDENT:
Gopal Naidu (Dead) by Lrs.

DATE OF JUDGMENT: 19/10/2006

BENCH:
B.P. SINGH & ALTAMAS KABIR

JUDGMENT:
JUDGMENT

B.P. SINGH, J.

The appellants herein are the legal representatives of the original plaintiff while the respondents are the legal representatives of the original tenant. In this appeal the appellants have impugned the judgment and order of the High Court of Judicature at Madras dated 26th February, 1998 in Civil Revision Petition No. 729 of 1992. By its impugned judgment and order the High Court allowed the civil revision petition preferred by the respondents and set aside the order passed by the Principal District Munsif, Vellore in I.A. No. 656 of 1986 in O.S. No. 947 of 1975 dated February 4, 1992 which had the effect of dismissing the application filed by the respondents-tenant under Section 9 of the Chennai City Tenants' Protection Act, 1921 (hereinafter referred to as 'the Act'). The High Court found that the respondents had complied with their obligations under Section 9(1)(b) of the Act having deposited the amount within time and, therefore, the application under Section 9 of the Act ought to be allowed and the appellants be directed to sell the land in question to the respondents.

The factual background in which the dispute arises is as follows :-

The plaintiff-landlord filed OS No. 947 of 1975 claiming eviction of the tenant from the vacant site on which the tenant claimed to have raised a super-structure. In the said suit for eviction, the tenant filed his written statement and claimed benefit of the provisions of Section 9 of the Act. He also filed I.A. No. 180 of 1976 under Section 9 of the Act for an order of the Court directing the landlord to sell the site to him for such price as may be fixed by the Court. The trial court by its order of March 31.1978 held the tenant entitled to purchase the suit site excluding 992 sq. ft. 3 sq. inches surrendered to the plaintiff, under Section 9 of the Act and fixed the price for 3801 sq. ft. 9 sq. inches at Rs. 26,187.25 ps. at the rate of Rs. 7- per sq. feet. Application under Section 9 of the Act as well as the suit was disposed of by the said order, the relevant part whereof reads as under :-

"For the foregoing reasons, I hold that the defendant shall pay into Court a sum of Rs.26,187.25 within a period of 6 months in 3 instalments of 2 months interval from the date of this Judgment with interest and in default of payment by the defendant of anyone of the instalments, the application in I.A. 180 of 1976 shall stand dismissed and the suit will stand decreed with costs."

Aggrieved by the judgment and order of the trial court, the landlord as well as the tenant preferred separate appeals. The tenant preferred C.M.A. No. 31 of 1979 while the landlord preferred C.M.A. No. 32 of 1979. It appears that the District Court had passed an order of stay whereby the tenant was obliged to deposit only an amount calculated at the rate of

Rs.3.70 per sq. feet. Ultimately the appeals came up for disposal before the Sub Court, Vellore. By its judgment and order of November 2, 1981 the appellate court dismissed C.M.A, No. 31 of 1979 preferred by the tenant and partly allowed the appeal preferred by the landlord and enhanced the price of the site by determining its price @ Rs. 10/- per sq. feet. The operative part of the order, so far as it is relevant, reads as follows:-

> "In the result, the appeal is allowed with costs, modifying the judgment and decree of the Trial Court to the effect that the petitioner-defendant in I.A. No. 180/76 in O.S. No. 947/75 is liable to deposit a sum of Rs. 40,020/- into Court below within a period of six months, in two instalments of three months' interval from this date with interest thereon at 6% per annum and in default to payment by the petitioner-defendant of any of the instalments, the application in I.A. No. 180 of 1976 shall stand dismissed and the suit will stand decreed with costs."

It appears from the record that the tenant deposited a sum of Rs.4,968/ on 18.1.1982 by way of costs and made no deposit of the price determined in accordance with the direction of the appellate court which had granted him 6 months time to pay the amount in two instalments.

The landlord in the mean time preferred a civil revision petition being C.R.P. No. 34 of 1982. By its order of July 21, 1983 the High Court further enhanced the price of the site by determining the price at the enhanced rate of Rs.12/- per sq. feet.The civil revision petition was allowed in the following terms :-

"In the result, therefore, the civil revision petition is allowed in part and the order of the lower appellate court will stand modified by increasing the value of the site from Rs. 10/- to Rs. 12/- per sq. ft. The parties are directed to bear their respective costs. Consequently the trial court will give sufficient opportunity to the tenant for depositing the balance amount now fixed for the value of the suit site and pass suitable orders on the above lines".

After the order of the High Court in the civil revision petition, the tenant never approached the trial court praying for time to deposit the balance amount payable in terms of the order passed by the High Court. However, on April 11, 1986 the tenant deposited in court a sum of Rs. 27,463.95 ps. It is the case of the tenant that since the entire amount stood deposited by deposit of the aforesaid amount on April 11, 1986 i.e. within 3 years from the date of the judgment and order of the High Court in the civil revision petition, Section 9 of the Act stood complied with and consequently further steps had to be taken in accordance with the provisions of Section 9 of the Act for execution of the sale deed in his favour etc. On the other hand the landlord contends that neither the orders of the trial court nor that of the appellate court nor that of the High Court was complied with by the tenant and, therefore, the tenant defaulted in complying with the terms of the orders passed by the courts under Section 9 of the Act. His application, therefore, deserves to be rejected.

The landlord preferred an application before the Principal District Munsif, Vellore for an order that the application under Section 9 of the Act be dismissed for default of the tenant in making the deposit within the prescribed period. The tenant contested the application but the same was allowed by order of February 4, 1992. The said order of the District Munsif has been reversed by the High Court in revision by its impugned judgment and order, the correctness whereof is challenged before us.

Before considering the merit of the rival contentions, it is useful to notice the relevant provisions of Section 9 of the Act. The Act makes a special provision in favour of a tenant within the contemplation of Section 9 whereby the tenant is entitled to apply to the court for an order that the landlord be directed to sell to him the land under his tenancy for a

price to be fixed by the court either in whole or in part, or to the extent of land specified in the application. It is not disputed before us that the tenant in the instant case is entitled to maintain an application under Section 9 of the Act. Section 9(1 )(b) and sub-sections (2) and (3) of Section 9 provide as follows:-

"[(b) On such application, the Court shall first decide the minimum extent of the land which may be necessary for the convenient enjoyment by the tenant. The Court shall, then, fix the price of the minimum extent of the land decided as aforesaid, or of the extent of the land specified in the application under clause (a), whichever is less. The price aforesaid shall be the average market value of the three years immediately preceding the date of the order. The Court shall order that within a period to be determined by the Court, not being less than three months and not more than three years from the date of the order, the tenant shall pay into Court or otherwise as directed the price so fixed in one or more instalments with or without interest.]

(2) In default of payment by the tenant of any one instalment, the application [under clause (a) of sub-section (1)] shall stand dismissed, provided that on sufficient cause being shown, the Court may excuse the delay and pass such orders as it may think fit, but not so as to extend the time for payment beyond the three years above-mentioned. On the application being dismissed, the Court shall order the amount of the instalment or instalments, if any, paid by the tenant to be repaid to him without any interest.

[(3) (a) On payment of the price fixed under clause (b) of sub-section (1), the Court shall pass an order directing the conveyance by the landlord to the tenant of the extent of land for which the said price was fixed. The Court shall by the same order direct the tenant to put the landlord into possession of the remaining extent of the land, if any. The stamp duty and registration fee in respect of such conveyance shall be borne by the tenant.

(b) On the order referred to in clause (a) being made, the suit or proceeding shall stand dismissed, and any decree or order in ejectment that may have been passed therein but which has not been executed shall be vacated."

On a plain reading of the aforesaid provisions it is clear that on an application being made to the court by a tenant entitled to the benefit of the said provision, the court shall first decide the minimum extent of the land which may be necessary for convenient enjoyment by the tenant. Having done so, the court is then required to fix the price of the minimum extent of the land decided as aforesaid, or of the extent of the land specified in the application under clause (a), whichever is less. The manner in which the price shall be determined is also indicated in the said provision. Thereafter the court is required to make a direction that the price so fixed by the court shall be paid by the tenant to the landlord within the period determined by the court. Such period shall not be less than 3 months and not more than 3 years from the date of the order. The court may direct the tenant to pay the amount in one or more instalments. In case the tenant defaults in payment of any one of the instalments, application under clause (a) of sub-section (1) shall stand dismissed though the court has been empowered to excuse the delay for sufficient cause, but not so as to extend the time for payment beyond 3 years. In case the application under Section 9 of the Act filed by the tenant is ultimately dismissed, for any reason, the amount of instalment/ instalments, if any, paid by the tenant shall be repaid to him without any interest. If the tenant pays the price fixed by the court under clause (b) of sub-section (1), the court is required to pass an order directing the conveyance by the landlord to the tenant of the extent of land of which the price was fixed. If there is any excess land, the tenant shall be directed to put the landlord in possession of the remaining extent of land. On such an order being made, the suit or

proceeding shall stand dismissed, and any decree or order of ejectment that may have been passed therein, but which had not been executed, shall be vacated.

The section confers a special right on the tenant but the same is subject to certain conditions. If a tenant seeks to derive any benefit under Section 9 of the Act, he must strictly comply with the conditions laid down therein. So far as the period for the payment of the price is concerned, the section places a limitation on the powers of the court, namely that the time granted to a tenant for the payment of the price, whether in one or more instalments, shall not exceed 3 years. Even in a case where the court is empowered to condone the delay in making the deposit and extend time for deposit, it cannot extend the time so as to exceed the limit of 3 years stipulated by sub-clause (b) of Section 9(1) of the Act. Default in payment of any one of the instalments shall result in the dismissal of the application, subject to the powers of the court to condone the default for sufficient cause, but not so as to exceed the period of 3 years prescribed for making the deposit.

It is not in dispute that after the order of the trial court was passed directing the tenant to deposit the price in 3 instalments within a period of 6 months, only a sum of Rs. 15,191.49 ps. was deposited by the tenant on three dates i.e. on 26.6.1978 ; 27.9.1978 and 4.1.1979. The justification for deposit of a lesser amount was that the appellate court had granted stay in favour of the tenant and in terms of the order passed by the District Court he was required to deposit the price of the site calculated at the rate of Rs.3.70 per sq. feet only.

The appeal of the landlord was allowed by order dated November 2, 1981 and in terms the appellate court directed the tenant to deposit a sum of Rs.40,020/- in court within a period of 6 months in two instalments at three months interval from the date of the judgment with interest thereon. It further directed that in case of default in payment of any of the instalments, the application of the tenant shall stand dismissed and the suit of the landlord shall stand decreed with costs. It is not disputed that within 3 years of the date of the order of the appellate court i.e. November 2, 1981, the tenant did not deposit any further amount as directed by the appellate court except that he deposited a sum of Rs. 4,968/- on January, 18, 1982 which represented the amount decreed by way of costs. The tenant made certain deposits later in the years 1985 and 1986 and it is the case of the respondents-tenant that by deposit of Rs.27,463.95 ps. on 11.4.1986 i.e. within 3 years of the revisional order of the High Court, the entire amount payable to the landlord under the orders of the court stood deposited, and there was no default on the part of the tenant. This is contested by the appellants-landlord.

The reasoning adopted by the High Court in reaching its conclusion that the tenant had deposited the amount he was required to deposit in accordance with Section 9 of the Act and, therefore there was no default on his part is as follows:-

The High Court proceeded on the premise that the trial court is required to pass an order fixing the amount to be paid by the ‘ tenant by way of sale price for purchase of the land belonging to the landlord The maximum period within which the full price as determined by the court should be deposited is 3 years unless the court prescribes a shorter period in accordance with the statutory provision. The price fixed by the trial court may be varied by the appellate court or the revisional court. Thus there is a merger of the decree passed by the trial court with the decree passed by the final court. Applying the principle of merger of decrees, the effective decree, according to the High Court, is the decree passed by the final court. If the final decree fixes no time for payment of the amount, having regard to the provisions of the Section, the maximum period of 3 years must be allowed to the tenant to deposit the price of the land determined by the final court, and the period of 3 years must run from the date of the order

passed by the final court. In the instant case, therefore, even if the tenant did not deposit the sale price in accordance with the orders of the trial court and the appellate court, that made no difference since he deposited the amount within 3 years from the date of the order passed by the High Court in revision which attained finality. The "date of the order" mentioned in Section 9(1)(b) of the Act should be construed as the date of order in revision. The High Court was of the view that if a different meaning is given and the period of 3 years mentioned under Section 9(1)(b) of the Act is to be extended to the date of the order passed by the respective courts, namely the court of first instance, the appellate court and the High Court, there will be different periods in view of different orders for discharging the obligation cast upon the tenant to deposit the price. The statute has provided 3 years period as the outer limit for payment of the amount from the date of the order. Thus in the absence of any time limit fixed by the High Court in revision, the tenant shall be held to have complied with his statutory obligation if he deposits the price within 3 years from the date of the order of the High Court. Since the orders of the courts below merged with the order in revision passed by the High Court, the order in appeal or revision could not be enforced to oblige the tenant to deposit the increased amount in accordance with those orders over and above the amount fixed by the court of first instance. For coming to this conclusion the High Court relied on a Division Bench judgment of the High Court of Madras reported in 1980 (2) Madras Law Journal 303 : M. Arasan Chettiar v. Sri S.P, Narasimhalu Naidu’s Estate Trust. According to the High Court the ratio laid down in the aforesaid judgment was applicable to this case and, therefore, the revision deserved to be allowed.

We have very carefully examined the aforesaid decision of the Madras High Court. In our view the question that arose for consideration in that decision was entirely different and the ratio laid down therein has no application to the facts and circumstances of this case. The question as formulated by the learned Chief Justice, who delivered the judgment, itself clarifies that the question that arose for consideration in that case was as to the meaning to be attributed to the expression "the date of the order" occurring in the third sentence in Section 9(1)(b) of the Act. The third sentence which is reproduced in the judgment is as follows :-

"The price aforesaid shall be the average market value of the three years immediately preceding the date of the order".

The learned Chief Justice very carefully examined the provisions of Section 9 of the Act and noticed that in Section 9(1)(b) the words "the date of the order" occur twice. What has been referred to in the third sentence in Section 9(1)(b) of the Act relates to the manner in which the market value of the land has to be determined by the court and the provision mandates that the price aforesaid shall be the average market value of the three years immediately preceding "the date of the order".

The next sentence which has been described as the fourth sentence in the aforesaid provision reads as follows:-

"The court shall order that within a period to be determined by the Court, not being less than three months and not more than three years from the date of the order, the tenant shall pay into Court or otherwise as directed the price so fixed in one or more instalments with or without interest".

It will thus appear that in the fourth sentence of the aforesaid provision the Court is required to fix the time within which the sale price has to be paid, and fix the instalments for payment, if any.

We may observe at this stage that the core issue which arose for their Lordships’ consideration in that case was as to which is the order contemplated in the third sentence in Section 9(1)(b) of the Act, whether it is the order determining the eligibility of the tenant to apply under

Section 9, or whether it is the order determining the extent of land to be sold to the tenant; or whether it is the order fixing the price for the land .to be sold to the tenant.

A question may well arise whether the tenant is at all entitled to the benefit of Section 9 of the Act. Till the date such issue is decided, it is not possible to give effect to the remaining provisions of the Section because an affirmative decision in favour of tenant alone would enable the Court to proceed further with the application made under Section 9(1)(a) of the Act, and a negative decision against the tenant will render any application filed by the tenant under Section 9(1)(a) as not maintainable. Such an order is not an order, under Section 9, and the date of that order has no relevancy to the fixation of the price of the land to be sold by the landlord to the tenant. The High Court observed in sub-paragraph 3 of paragraph 12 of the judgment as follows :-

12.3. For the purpose of disposing of this application, the Court, must first decide upon the minimum extent of the land which may be necessary for the convenient enjoyment by the tenant. Any such decision of the Court, from the very nature of the cage, can only be by means of an order and the date of that order will be the relevant date for the purpose of fixing the price mentioned in the third sentence in Section 9(1)(b). If the decision of the Court on the minimum extent is, taken up further by way of appeal or revision and that decision is either affirmed or modified and if there has been a stay of further proceedings during the pendency of such appeal or revision, naturally, the date of the order contemplated in the third sentence in Section 9(1)(b) will be the date of the order of the appellate or revisional Court;

The Division Bench of the Madras High Court did not at all deal with the question which arises for consideration in this appeal. The question in this appeal is whether the order passed by the trial court determining the price payable for the land in question or by the appellate court enhancing the amount, must be complied with and the amount deposited within the period allowed by the original or the appellate order, or whether a tenant can wait for the disposal of the revision preferred by the landlord before the High Court for enhancing the price, even-without obtaining an order of stay or any other interim direction from the appellate court absolving him of the obligation to make the deposit as directed. We may also observe that the Madras High Court in the judgment aforesaid held that "the date of the order" referred to in the third sentence and the fourth sentence in Section 9(1)(b) cannot mean the same date. It must mean two different dates. If the expression "the date of the order" occurring in the third and fourth sentences mean the same date, namely, the date when the Court fixes the price to be paid by the tenant to the landlord, the third sentence will not be workable for the reason that at the time when the parties are called upon to adduce evidence regarding the average market value of the land for a period of three years, the parties would not know, and from the nature of the case nobody can know, with reference to what date the three year period should be calculated because the passing of the order will be in future. Their Lordships thereafter observed :-

"Therefore, we have to give a meaning to the expression "the date of the order" occurring in the third sentence in Section 9(1)(b) different from the meaning which we have given to the expression "date of the order" occurring in the fourth sentence in Section 9(1)(b). Having given our careful consideration, we are of the opinion that the expression "date of the order" occurring in the third sentence in Section 9(1)(b) must mean the date on which the Court decided the minimum extent of the land which may be necessary for the convenient enjoyment by the tenant. Once that decision has been arrived at, whatever might have been the interval between the date and the date on which the price was ultimately fixed, the period of three years backwards from that date is definitely known and there will be no difficulty for any particular party adducing evidence in that behalf."

In sum and substance the High Court held that the period of three years by reference to which the price of the land has to be determined is the three years immediately preceding the date on which the court decides the minimum extent of the land which may be necessary for the convenient enjoyment by the tenant. It was in this context that it held that that date must necessarily be the date of the order of the appellate or Revisional Court, if the dispute was not set at rest by the trial court and the matter was taken in appeal and thereafter in revision to the High Court.

The view of the Division Bench of the High Court is unexceptional. In that case the High Court was considering the question as to which are the relevant three years which have to be reckoned for determining the price of the land to be sold to the tenant. As found by the High Court the relevant period was the period of three years preceding the date of the order of the Court determining the extent of land to be sold to the tenant.

Having regard to the scheme of the provisions only after the relevant period of three years is determined, the Court can proceed to determine the price to be paid by the tenant. Thereafter, the court is required to pass an order directing the tenant to deposit the amount within the period fixed by it. Thus, the order which determines which three years are relevant for fixing the price of the land, is an order passed at an intermediate stage of the proceeding, and upon that depends the determination of the price of the land to be paid by the tenant. Only thereafter the court can pass an effective final order in the proceeding directing the tenant to deposit the amount so determined within the period prescribed by the order. Obviously, therefore, unless the relevant period of three years is determined no final order can be passed in the proceeding under Section 9 of the Act. If the order passed by the trial court was challenged in appeal or revision, and the order in appeal or revision modified the order passed by the Court below, it was the modified order passed in appeal or revision which had to be given effect, meaning thereby that the cost of the land had to be determined by reference to the relevant period determined by the appellate or revisional authority. Since no final order had been passed determining the price and calling upon the tenant to deposit the amount, there was no question of default being committed by the tenant in making the deposit. Section 9(2) of the Act therefore, did not fall for consideration.

On the other hand, in the instant case the application under Section 9 was finally disposed of by an order of the Court determining the price to be paid and the period within which it was to be paid by the tenant. There was, therefore, an effective order passed by the Court casting an obligation on the tenant to make the payment. If the tenant failed to make the payment Section 9(2) came into operation which mandates as a consequence of such default the rejection of the application under Section 9. A final order having been passed in the proceeding the tenant was bound to obey that order. If that order was modified in appeal or revision, the tenant could seek adjustment by restitution.

Having carefully examined the Division Bench judgment of the High Court of Madras aforesaid, we have no doubt that the principles laid down therein are not at all applicable to the facts of the instant case.

The question which arises in the instant case is whether pursuant to the order of the trial court or the appellate court the tenant is obliged, in view of the express language of the provisions, to deposit the price of the land fixed by the courts within the period granted. If he fails to do so, will it amount to default on his part which may entail dismissal of his application in view of the express provisions of Section 9(2) of the Act? Such a question did not arise for consideration in the aforesaid decision.

The High Court has emphasized the principle of merger of decrees in coming to the conclusion that since the decree of the trial court merged with the decree of the superior court which attained finality, the decree to be executed is the one finally passed and, therefore, the tenant can wait till

such time as the final decree is passed, meaning thereby till such time any final order is passed by the superior court on appeal or revision. We cannot approve the reasoning of the High Court. It cannot be disputed that the decree which is finally to be executed is the decree of the final court, and that is the effect of merger of decrees. On principle, however, we are of the view that a decree passed by a court of competent jurisdiction is binding upon the parties, and even if the said decree is challenged in appeal or revision it does not cease to operate to bind the parties unless it is stayed by the superior court or any interim direction is made by the superior court rendering the decree ineffective or inoperative for the time being, subject to the final decision. A judgment debtor under ordinary civil law is not permitted to ignore the decree passed by the court. He must obtain an interim direction from the superior court absolving him of his obligations under the decree, or otherwise suffer the consequences which follow the decree. He cannot be heard to say that merely because an appeal or revision is pending, the decree is rendered ineffective. The parties are bound by the decree, and in case the appellate court modifies or sets aside the decree the judgment debtor may claim restitution.

In the instant case though the tenant had obtained an interim order after the passing of the order under Section 9 of the Act by the trial court and he was required to pay only a lesser amount, he did not obtain any interim order after the price was enhanced by the appellate court. This is despite the fact that the amount to be deposited was quantified by the court and the period during which the same had to be paid was also fixed as also the instalments. In fact the tenant had not even preferred a revision against the appellate order and it was only the landlord who claimed a higher price in the revision filed by him before the High Court. So far as the tenant is concerned, he had not even challenged the order passed by the appellate court. Without challenging that order and without obtaining any interim order from the superior court, the tenant could not be permitted to ignore the decree passed by the appellate court.

After the revision was partly allowed by the High Court and a higher price was fixed, the High Court directed the trial court to give to the tenant reasonable time to deposit the sale price in court. No doubt the High Court was in error in doing so because the statute casts an obligation on the court deciding the matter to pass such an order. However, since a litigant cannot be made to suffer for the mistake of the court, we do not hold this against the tenant. But for his failure to move the trial court for fixing the period within which the deposit had to be made, the tenant has furnished no explanation whatsoever. In fact the tenant never moved the trial court for such direction and on his own chose to deposit the amount within a period of three years from the date of the order of the High Court. In a sense the tenant himself decided within what period the balance of the sale price should be deposited, which jurisdiction the law vested only in the court. It may be that the Court may have granted a lesser period for deposit of the balance amount. We also notice that the High Court in the operative part of its order had directed the trial court to give sufficient opportunity to the tenant for depositing the "balance amount now fixed" for the value of the suit site. The High Court therefore, also proceeded on the basis that only the amount as enhanced by it was required to be deposited.

Under the Act once an order is passed by the court determining the amount to be paid by way of sale price, and the period within which the payment is to be made is also determined, the law takes over and provides that if the tenant defaults in making the payment as directed, the application filed by him under Section 9(1)(a) of the Act shall stands dismissed under Section 9(2) of the Act. The tenant having not complied with the order of the appellate court inasmuch as he did not make any deposit pursuant to the express direction of the court, and of the order of the High Court inasmuch as he never moved the trial court for granting him time to make the deposit, it must be held that the tenant was in default and his application

under Section 9(1)(a) ought to be dismissed. We say so because the statute itself attaches some importance to the prompt payment of the sale price to the landlord. The statute fixes the maximum period of three years, but the period may be shorter depending on the order the court may pass which in no case shall be less than three months and more than three years. Though the section empowers the court to condone delay in making the deposit, it imposes a restriction on the power of the court inasmuch as no extension can be granted which exceeds the period of three years from the date of the order fixing the sale price. The legislative scheme has a purpose. The tenant is in occupation of the land in question and, therefore, is not in any manner affected by the proceedings. On the other hand the title of the landlord is extinguished if the application under Section 9 made by the tenant is allowed. Section 9 also fixes the period which is relevant for the purpose of determining the sale price of the land in question. The three years which are relevant are the three years immediately preceding the date of the order whereby the court determines the minimum extent of the land which may be necessary for convenient enjoyment by the tenant. If the price determined by the court is promptly paid, the landlord may acquire any other property of that value. However, if the amount determined at the initial stage of the proceeding is to be paid to the landlord after the appeal and revision have been decided, obviously it will cause great hardship and injustice to the landlord who shall be paid the price of the land many years later, when the price paid may not truly represent the value of the land transferred to the tenant. The interest awarded by the court hardly compensates the increase in the value of the land. Therefore, a tenant cannot ignore the obligation cast upon him to deposit the sale price in accordance with the order of the court, even if an appeal or revision is preferred. He can be absolved of such liability only if the superior court passes an interim order absolving him of his obligation to make the deposit in accordance with the order of the Court. If he fails to make the deposit, that should be considered to be a default and the consequences under Section 9(2) must follow.

We must, therefore, hold that the High Court was in error in holding that if the sale price is deposited within three years of the date of the final order passed by the High Court, which order attained finality, the tenant should be held to have discharged the obligation cast upon him by Section 9(1)(b) of the Act. We hold that unless the order is stayed or the tenant absolved of his obligation to make the deposit by an order passed by the appellate or revisional court, the order determining the price remains operative and all necessary consequences contemplated by Section 9(2) of the Act must follow. If the tenant fails to make the deposit within the time fixed by the court, his application under Section 9 of the Act for sale of the land to him must stand rejected and the amount paid by him, if any, shall be refunded to him in accordance with the provisions of the Act.

We, therefore, allow this appeal, set aside the order of the High Court dated 26th February, 1998 passed in Civil Revision Petition No. 729 of 1992 and restore that of the Principal District Munsif, Vellore dated February 4, 1992 in I.A. No. 656 of 1986 in O.S. No. 947 of 1975. The trial court shall now pass necessary orders for refund of the sale price to the tenant in accordance with the provisions of the Act. Parties are, however, directed to bear their own costs.