

1956 Present : Basnayake, C.J., and K. D. de Silva, J.

RATNASINGHAM and another, Appellants, and
CATHERASWAMY, Respondent

S. C. 472—D. C. Colombo, 479/Z

Rent Restriction Act, No. 29 of 1948—Sub-letting—Sale of premises—Right of purchaser to evict tenant and sub-tenant—Sections 9 (1) and (2), 27.

Where the tenant of any premises sub-lets them in contravention of section 9 (1) of the Rent Restriction Act and the premises are thereafter sold by the landlord to a third party, the purchaser is entitled to maintain an action under section 9 (2) for the ejection of the tenant and the sub-tenant.

APPPEAL from a judgment of the District Court, Colombo.

C. Renganathan, for Defendants-Appellants.

H. W. Jayewardene, Q.C., with *E. R. S. R. Coomaraswamy* and *P. Ranasinghe*, for Plaintiff-Respondent.

December 19, 1956. BASNAYAKE, C.J.—

This is an action instituted by the plaintiff, one Catheraswamy, the purchaser of premises No. 11, Fernando Road, Wellawatte, from one Edwin Silva on 7th June, 1954. The learned trial Judge has held, and it is not disputed in appeal, that the 1st defendant who was the tenant under Edwin Silva sub-let the premises to the 2nd defendant when Edwin Silva was his landlord. He has also held that the rights of Edwin Silva were transferred to the present plaintiff by virtue of the sale of the premises to him.

Learned counsel for the appellants contends that an action under Section 9 (2) of the Rent Restriction Act No. 29 of 1948 is available only to a landlord who is the landlord at the time of the breach of the provisions of Section 9 (1) of the Rent Restriction Act. He submits that the present plaintiff was not the landlord of the premises in question at the time the 1st defendant sub-let them, and that he is not entitled to maintain this action. We are unable to uphold this contention. Section 9 (1) provides that "the tenant of any premises to which this Act applies shall not, without the prior consent in writing of the landlord, sub-let the premises or any part thereof to any other person". In this case it is not disputed that the 1st defendant did not obtain the consent of Edwin Silva prior to sub-letting the premises. The question then is as to the meaning of the word "landlord" in Section 9 (2) of the Rent Restriction Act.

That Sub-section reads as follows :—

“ Where any premises or any part thereof is sub-let in contravention of the provisions of Sub-section (1), the landlord shall, notwithstanding the provisions of Section 13, be entitled in an action instituted in a Court of competent jurisdiction to a decree for the ejection from the premises of his tenant and of the person or each of the persons to whom the premises or any part thereof has been so sub-let. ”

Learned counsel for the appellant contends that the word “ landlord ” in the context means the landlord of the premises at the time the premises were sub-let. Learned counsel’s interpretation requires the interpolation of words into the section. Such an interpolation would be a violation of the canons of interpretation of statutes. The expression “ landlord ” is defined in Section 27 of the Rent Restriction Act, and in relation to any premises it means the person for the time being entitled to receive the rent of such premises and includes any tenant who lets the premises or any part thereof to any sub-tenant. There is nothing in the context of Section 9 (1) which excludes the application of that definition to that Section. The word “ landlord ” in the context of Section 9 (2) therefore means the person for the time being entitled to receive the rent, who, in the instant case, is the plaintiff. He is therefore entitled to maintain this action. The learned trial Judge is right in his finding and we dismiss the appeal with costs.

DE SILVA, J.—I agree.

Appeal dismissed.
