

Comments: as a
tenant from other
person whom



**ASSIGN
BUSTER**

Comments:

Principle:

This section deals with estoppel arising out of relationship between (i) a tenant and landlord; (ii) between licensee and licensor.

The basic principle of Section 116 is that when a person comes into possession of any immovable property as a tenant from other person whom he accepts as the owner he will be estopped from questioning the title of the owner. Same principle is also applicable to existing relationship between licensee and licensor. A person who is in possession of any immovable property as a licensee cannot be permitted afterwards to say that his licensor had no right to the property. It is one of the first principles of the law of estoppel from denying the title of the former. Even before passing of the Evidence Act the Bombay High Court recognized this principle. After the Act came into force the Privy Council in *Kumar Rai Krishna Prosad Lai v Baraboni Coal Concern Ltd.*

declared that “ the section does not deal with all kinds of estoppel which might arise between the landlord and tenant.” But it is enough to determine the applicability of an estoppel against a tenant or against a licensee, because, “ the law is that the estoppel of a tenant under section 116 of the Evidence Act was a recognition and a statutory assimilation of the equitable principles underlying the estoppel in relation to tenants. “ The principle emerging from Section 116 can be individual case. Rule of estoppel which governs an owner of an immovable property and his tenant would also

mutates mutandis govern a tenant and his sub-tenant in their relationship inter se.

”

Estoppel of tenant:

Under Section 116 a tenant is estoppel to deny the title of the owner so long the tenancy continues. So long the relation of landlord and tenant stands and by which the tenant remains in possession of tenancy the principle of estoppel is applicable against the tenant. The rule applies “ during the continuance of the tenancy.” After the expiry of the period of tenancy or the tenancy is surrendered by the tenant there is no application of estoppel. But the tenancy is obtained by fraud etc.

the tenant cannot be estopped. The estoppel of the tenant is natural consequence, on proof of relationship of landlord and tenant remains bound by it irrespective of any change in the line of succession in the landlord's family. The rule of estoppel does not apply to a tenant who subsequently purchases a share of the co-sharer. The equitable right of a person who has purchased certain premises cannot be questioned by the tenant even if the purchaser has not yet become the registered owner. After the tenancy has ceased the tenant is free to deny the title of the landlord. Defendant categorically admitted in written statement that his father was a tenant of the plaintiff-society. After death of father the defendant became tenant. Tenant once having admitted tenancy is estopped from challenging title of landlord.

Once the defendant tenant had acknowledged the title of the plaintiff landlord, the case may not strictly fall under section 116, but the general principle of estoppel would apply. A tenant due to ignorance of law paid rent to a third person will not stand as estoppel against tenant from denying derivative title of third party and from retendering rent to real landlord.

Estoppel of licensee:

A licensee who has obtained possession through licence cannot be heard to deny the title of licensor. The doctrine of estoppel will continue so long the relations between the licensor and licensee continues. Even a person who has got possession of licensed premises from father by succession was not permitted to question the title of the licensor.