

NOISE POLLUTION

SC Noise pollution - Sound emitting firecrackers - There shall be a complete ban on bursting of sound emitting firecrackers between 10 p.m. and 6 a.m. (*In Re: Noise Pollution-Implementation of Laws for Restricting Use of Loudspeakers and High Volume Producing Sound Systems*) 2005(3) Civil Court Cases 629 (S.C.)

SC Noise pollution - Use of sound amplifier, beat of drum or tom-tom or blowing a trumpet - Banned between 10 p.m. and 6 a.m. except in public emergencies. (*In Re: Noise Pollution-Implementation of Laws for Restricting Use of Loudspeakers and High Volume Producing Sound Systems*) 2005(3) Civil Court Cases 629 (S.C.)

SC Noise pollution - Vehicular noise - No horn should be allowed to be used at night (between 10 p.m. and 6 a.m.) in residential area except in exceptional circumstances. (*In Re: Noise Pollution-Implementation of Laws for Restricting Use of Loudspeakers and High Volume Producing Sound Systems*) 2005(3) Civil Court Cases 629 (S.C.)

NOMINATION

Nomination - A mere nomination does not have the effect of conferring on the nominee any beneficial interest in the amount payable under the nomination - A nomination only indicates the hand which is authorised to receive the amount. (*Rajwant Kaur etc. Vs General Public*) 2001(3) Civil Court Cases 542 (P&H)

Nomination - Amounts receivable by the nominee are to be disbursed in accordance with law of succession governing the parties. (*Smt.Kadsi Devi & another Vs Miss Ram Pyari & others*) 1993 (Suppl.) Civil Court Cases 340 (H.P.)

SC Nomination - Any beneficial interest is not conferred on the nominee after the death of the person concerned - Nomination indicates the hand which is authorised to receive the amount or manage the property - Property or the amount, as the case may be, can be claimed by the heirs of the deceased, in accordance with the law of succession, governing them. (*Shipra Sengupta Vs Mridul Sengupta*) 2009(4) Civil Court Cases 077 (S.C.)

Nomination - By itself does not create a right in favour of nominee - Nominee receives the amount for and on behalf of all the heirs of the deceased, and the amount received by the nominee is liable to be distributed among all the heirs of the deceased insured as per their share entitlement. (*K.Suramma Vs K.Ramayamma*) 2002(3) Civil Court Cases 148 (A.P.)

DB Nomination - Even in respect of a co-operative society, nomination to membership or even to allotment does not tantamount to testamentary or intestate succession to property under allotment - Mere nomination by a member of co-operative society does not enable the nominee to claim succession to property to the exclusion of legal heirs who are otherwise entitled to succeed. (*Gampa Srinivas Vs Smt.B.Sukeshini*) 2018(3) Civil Court Cases 262 (T&A) (DB)

Nomination - Insurance - Nominee is only authorised to receive money on behalf of all legal heirs - Legal heirs can also claim the insurance money despite nomination in accordance with law of succession. (*Amar Singh Vs Shashi Bala*) 2003(2) Civil Court Cases 294 (P&H)

DB Nomination - Intestate succession - Nomination does not alter the course of succession under personal law of parties and that a nominee is no more than an agent authorized to receive the property for eventual distribution among legal heirs. (*Gampa Srinivas Vs Smt.B.Sukeshini*) 2018(3) Civil Court Cases 262 (T&A) (DB)

DB Nomination - Intestate succession - Suit for partition - Suit property acquired by original allottee, 'G' by virtue of being a member of co-operative society - After

Ss.72, 32(3) - A retiring partner will be liable for any subsequent act on behalf of the firm which would bind the firm until the public notice as prescribed by Section 72 is given. (*Lakshmi Vilas Bank Ltd. Vs Sun Finance*)
1996(2) Civil Court Cases 465 (Madras)

PARTNERSHIP FIRM

SC Partnership firm - Death of one of partner - Calculation of dues - Share of legal heirs of deceased partner - Clause 14 of partnership deed provides for determination of purchase price of share of deceased partner on basis of last annual general account with interest @ 10% p.a upto date of purchase - Admittedly, no final accounts till date of death of deceased has been furnished - Share payable to legal heirs of deceased as per partnership clause posed no difficulty as Income tax returns of partnership firm were filed - Legal heirs of deceased partner entitled to 1/4th share with 10% interest p.a from date of death of partner till date of purchase - Direction issued. (*Kodendera K.Uthaiiah (D) By Lr. Vs P.M.Medappa*) 2018(1) Civil Court Cases 447 (S.C.)

SC Partnership firm - Decree against - Execution can be granted against the partnership property - D.H. can also proceed against the separate property of partners. (*Ashutosh Vs State of Rajasthan & Ors.*) 2005(3) Civil Court Cases 606 (S.C.)

PARTY WALL

Party wall - Easement of necessity. Disputed wall constructed by the defendant on his own land - Plaintiff using the wall for more than 20 years - Stair-case of plaintiff supported by this wall - Plaintiff is entitled to the relief of injunction restraining the defendant from demolishing the said wall. (*Lekh Ram Vs Hari Singh*)
1987 Civil Court Cases 263 (P&H)

PASSAGE

Passage - Mere recital in the sale deed cannot establish existence of passage - Recital in the sale deed has to be corroborated from other cogent, convincing and reliable evidence. (*Joginder Pal Vs Joginder Singh*)
2017(3) Civil Court Cases 568 (P&H)

PATENT ACT, 1970

SC S.64, Civil Procedure Code, 1908, O.8.R.6-A, S.10 - Counter-claim - Revocation petition - Infringement suit - Respondents in their capacity as 'any person interested' had filed revocation petition before institution of an infringement suit - Held, they cannot be permitted to file 'counter-claim' on same cause of action - While 'revocation petition' will have to be permitted to be pursued, 'counter-claim' cannot be permitted to be continued. (*Dr.Aloys Wobben & Anr. Vs Yogesh Mehra & Ors.*)
2014(3) Civil Court Cases 685 (S.C.)

PEDIGREE TABLE

Pedigree table - It is prepared by revenue authorities to record family members and not to enter mutation of inheritance. (*Jugraj Singh Vs Inder Singh*)
2018(Suppl.) Civil Court Cases 499 (P&H)

PENSIONARY BENEFITS

SC Pensionary benefits - Normally, pension is given to legally wedded wife of a deceased employee. (*Raj Kumari Vs Krishna*) 2015(3) Civil Court Cases 111 (S.C.)

PEPSU OCCUPANCY TENANCY (VESTING OF PROPRIETARY RIGHTS) ACT, 1954

S.3 - Plaintiff filed suit for declaration of title, alleging that his predecessors-in-interest were accorded as Muafidar and on resumption of Muafi they were conferred the status of occupancy tenant as per the entries in Wazib-ul-urj - Suit decreed - Held,

Sub Registrar did not read out and explain contents of the document - Court can presume that Sub Registrar performed his duty in accordance with law - When this presumption stands un rebutted, then document cannot be held to be void. (*Ranganayakamma Vs K.S.Prakash*) 2006(3) Civil Court Cases 80 (Karnataka) (DB)

SC S.17, Evidence Act, 1872, Ss.101, 102, 103 - Registered document - Genuineness of transaction - It is for the party questioning the genuineness of the transaction to show that in law the transaction was not valid. (*Abdul Rahim Vs Sk.Abdul Zabbar*) 2009(3) Civil Court Cases 037 (S.C.)

S.17, Income Tax Rules, Rule 68-B - Registration of sale deed - Sale deed not registered as there was attachment by Income Tax Department - As per Rule 68-B of Income Tax Rules the attachment lapses after period of three years - Sale of property, in the instant case, was much after the lapse of three years period of attachment by Income Tax Department - Held, objection of Income Tax Department that property in question cannot be registered, does not survive - Direction issued to Respondents Nos.2 to 4 to register the sale deed. (*Neeraj Aggarwal Vs State of Haryana & Ors.*) 2014(2) Civil Court Cases 123 (P&H)

S.17, Partnership Act, 1932, S.14 - Conversion of individual property to partnership property or conversion of partnership property to property of individual partner, movable or immovable - No written instrument is required - Instrument even if written does not require compulsory registration - It is the intention of partners which matters which can be express or implied which can be proved even by entries in the partnership books. (*V.J.George Vs V.V.George*) 2010(3) Civil Court Cases 103 (Kerala)

SC S.17, Partnership Act, 1932, S.42 - Partnership - Unregistered deed of dissolution - Recitals made therein are admissible. (*Gangadhar Madhavrao Bidwai Vs Hanmantrao V.Yankatrao Mungale*) 1995(2) Civil Court Cases 204 (S.C.)

SC S.17, Power of Attorney Act, 1882, S.2 - Power of attorney - Registered - A registered document has a lot of sanctity attached to it and this sanctity cannot be allowed to be lost without following the proper procedure. (*Shanti Budhiya Vesta Patel Vs Nirmala Jayprakash Tiwari*) 2010(2) Civil Court Cases 579 (S.C.)

S.17, Stamp Act, 1899, S.35, Transfer of Property Act, 1882, S.107 - Unregistered lease deed - Payment of eleven times penalty under Stamp Act - Does not cure the basic defect of non registration of lease deed - Requirement of law u/s 35 Stamp Act on the one hand and requirements of law u/s 17 of Registration Act as well as u/s 107 TPA are different and independent of each other. (*Adarsh P.Jauhar Vs Gulshan Jain & Ors.*) 2014(3) Civil Court Cases 276 (P&H)

S.17, Stamp Act, 1899, S.35 - Partition - Partition list or memorandum of settlement recording past oral transaction - Does not require registration. (*Mallidi Satyanarayana Reddy Vs Mallidi Satyanarayana Reddy*) 2018(1) Civil Court Cases 083 (T&A)

S.17, Stamp Act, 1899, S.35 - Partition deed - Nature of document - Document whether is partition deed or partition list has to be gathered from language of the document - Merely partitioning of properties by metes and bounds and taking over possession and recording the same in partition list on same day, it cannot be presumed that partition list is partition deed. (*Mallidi Satyanarayana Reddy Vs Mallidi Satyanarayana Reddy*) 2018(1) Civil Court Cases 083 (T&A)

S.17, Stamp Act, 1899, S.35 - Unstamped or not adequately stamped document - Impounding of document - Document either not stamped or not adequately stamped is curable defect and as matter of fact it is duty of Court, that when such document is brought before Court it should be impounded. (*Mallidi Satyanarayana Reddy Vs Mallidi Satyanarayana Reddy*) 2018(1) Civil Court Cases 083 (T&A)

stamp duty - Impounding of instrument - Memorandum of understanding (MoU) - Property in question is situated in Goa - Determination of stamp duty payable thereon has to be made by Collector of Stamps in Goa and not by authority of Delhi, where MoU is executed - Original MoU is thus, impounded and sent to Collector of Stamps in Goa for a proper determination of stamp duty payable thereon - Direction issued. (*Baleshwar Sharma Vs Nageshwar Pandey*) 2017(2) Civil Court Cases 502 (Delhi)

S.33-A - Recovery of deficit stamp duty - Limitation - Sub-Registrar not entitled to commence enquiry u/s.33-A after expiry of 3 years from date of registration of instrument - In the present case, no enquiry was conducted within period of 3 years by giving notice to petitioner - Moreover, straightaway order was passed by calling petitioner to pay deficit stamp duty after period of 8 years from date of its registration - Impugned order, held, is against principles of natural justice and barred by limitation - Order set aside. (*R.Sivakumar Vs The Sub-Registrar (Registration Department) Pattukkottai, Thanjavur District*) 2018(1) Civil Court Cases 202 (Madras)

S.33(1) - Insufficiently stamped document - Impounding - Not dependent upon its relevancy or admissibility or as to whether it was produced by the party himself or was produced on being summoned at the instance of the other party - Document when received in Court, it is duty of Court to examine the document whether it is properly stamped - Refusal to impound the document not sustainable - Matter remitted back to decide the application afresh. (*Mohd.Yameen Siddiqui Vs VIIIth Addl.District Judge, Lucknow*) 2009(4) Civil Court Cases 359 (Allahabad)

Ss.33, 29, 48 - Stamp purchased in the name of one 'H' by mentioning wrong name of his father - Such document cannot be impounded or the document cannot be declared an instrument having no stamp duty or insufficient stamp duty only for the reason that description of purchaser in the stamp duty is not correctly stated or the purchaser of stamp duty is not the one of the party to the instrument. (*Hakim Singh Vs State of U.P. & Ors.*) 2014(2) Civil Court Cases 677 (Allahabad)

Ss.33 & 35 - Document not sufficiently stamped - Objection not taken at the time when document was admitted in evidence - Not open to take such objection subsequently. (*Saroj Saini Vs Saroj Bala*) 2012(4) Civil Court Cases 544 (P&H)

Ss.33 & 35 - Insufficiently stamped document - A document cannot be admitted in evidence as long as it remains an insufficiently stamped document - But at the same time Court has power to impound the document and once it is impounded it cannot be received in evidence and acted upon. (*Neeraj Jain Vs District Judge, Lucknow & Ors.*) 2015(3) Civil Court Cases 014 (Allahabad)

Ss.33 & 35 - Unregistered and unstamped sale deed - Unregistered sale deed is an instrument which requires stamp duty and admittedly required stamp duty was not paid - Admissibility in evidence of unstamped sale deed is absolutely barred and same is not admissible for any purpose and liable to be impounded. (*Prembai Vs Khurshid Bano & Ors.*) 2014(3) Civil Court Cases 616 (Rajasthan)

Ss.33,35 - Deficient stamp duty - After registration of a document Sub Registrar is not competent to recover deficient stamp duty - If a document insufficiently stamped is produced in evidence before any authority, the same may be received in evidence only after imposing of the penalty. (*Suresh Vs State of Punjab*) 1995(2) Civil Court Cases 74 (P&H)

Ss.33(1) and 38 - Insufficiently stamped document - Curable defect - Stopping further proceedings - Not legal - Court in such case to follow procedure as contemplated under Sections 33 and 38 of Stamp Act - Court to proceed with trial by impounding the document and levying deficit stamp duty and penalty by itself or by sending the document to authorised officer under the Act for the said purpose if application is filed by party presenting the document. (*Vajrala Ramesh & Anr. Vs Vajrala Narayana Setty & Anr.*) 2005(3) Civil Court Cases 235 (A.P.)

S.54 - Sale - By illiterate lady - Consideration - Third party raising objection as to non passing of consideration whereas executant of sale deed never denied receipt of sale consideration - Objection not entertained and sale deed held to be not without consideration. (*Guneshwar Tatma Vs Manbodh Sharma*)

2003(3) Civil Court Cases 263 (Patna)

S.54 - Sale - Consideration - Proof - Consideration amount stated to be paid in presence of Registrar - No such endorsement of Registrar on sale deed - Absence of such endorsement on the deed will be deemed that no consideration amount passed to the seller inspite of the fact that there was recital in the sale deed regarding the payment of consideration money. (*Dhanbarti Koerin Vs Shyam Narain Mahton & Ors.*)

2007(4) Civil Court Cases 746 (Patna)

S.54 - Sale - Consideration - Proof - Recital in sale deed that entire consideration already paid - It is of no use when original sale deed is produced by defendant - It is usual practice that after registration of sale deed "Registration Receipt" is exchanged and the same is handed over to the purchaser with endorsement and signature of seller which is considered to be the best proof of payment of consideration money - Production of original sale deed by defendant establishes beyond doubt that registration receipt was not exchanged between the seller and the purchaser thereby establishing that consideration money was not paid - No valid title passed on to the plaintiff. (*Dhanbarti Koerin Vs Shyam Narain Mahton & Ors.*)

2007(4) Civil Court Cases 746 (Patna)

S.54 - Sale - Effective date - Agreement of sale and sale are independent transactions - Agreement of sale creates a right of equity only for purposes of Section 53 - A of the Act - sale is complete only with execution of sale deed and its registration - Rights under agreement of sale merge in the sale deed - Rights created under sale deed do not relate back to date of agreement of sale. (*Reddi Demudu Vs Kannuru Demudamma*)

1996(2) Civil Court Cases 358 (A.P.)

S.54 - Sale - Entire consideration paid - Title will be complete only on execution of regular sale deed. (*P.C.Kaul Vs Krishna Wati*)

2002(1) Civil Court Cases 108 (P&H)

SC S.54 - Sale - In order to constitute a sale the parties must intend to transfer the ownership of the property and they must also intend that the price would be paid either in present or in future - The intention is to be gathered from the recital in the sale deed, conduct of the parties and the evidence on record. (*Vidhyadhar Vs Mankikrao*)

1999(2) Civil Court Cases 91 (S.C.)

SC S.54 - Sale - Objections by stranger - Held, it is open even to a stranger to impeach a sale deed as void and invalid in a suit against him by the buyer/purchaser of a property - A person in his capacity as a defendant can raise any legitimate plea available to him under law to defeat the suit of the plaintiff - This also includes the plea that the sale deed by which title to the property was intended to be conveyed to plaintiff was void or fictitious or collusive and not intended to be acted upon - Whole question depends upon the pleadings of the parties, the nature of the suit, the nature of the deed, the evidence led by the parties in the suit and other attending circumstances. (*Vidhyadhar Vs Mankikrao*)

1999(2) Civil Court Cases 91 (S.C.)

SC S.54 - Sale - Part payment made - Vendor executing sale deed duly signed - Sale deed presented for registration - Vendor refused to sign the endorsement on the sale deed on the ground that he has not received the balance amount of consideration - Registrar registering sale deed - Held, title does not pass on registration of sale deed as conduct of vendor shows that he did not intend to pass on title without receipt of entire sale consideration amount. (*Kaliaperumal Vs Rajagopal*)

2009(2) Civil Court Cases 322 (S.C.)

S.54 - Sale - Passing of consideration - Not a prerequisite or condition precedent

for sale or transfer of ownership of immovable property. (*Appu Vs Bhaskaran*)
2002(1) Civil Court Cases 173 (Kerala)173

S.54 - Sale - Relief of possession is not available without seeking relief of cancellation of sale deed. (*Gajjan Singh Vs Virsa Singh & Ors.*)
2007(3) Civil Court Cases 312 (P&H)

SC S.54 - Sale - Seller on the date of sale not having any subsisting right, title or interest - Buyer of such property would not get any right, title and interest in the property purchased by him for consideration or otherwise - Such transfer would be an illegal and void transfer. (*M/s.Eureka Builders Vs Gulabchand s/o Veljee Dand Since Deceased by L.Rs.*)
2018(4) Civil Court Cases 539 (S.C.)

SC S.54 - Sale - The words "price paid or promised or part - paid and part - promised" indicate that actual payment of whole of the price at the time of the execution of sale deed is not a sine qua non to the completion of the sale - Even if the whole of the price is not paid but the document is executed and thereafter registered, the sale would be complete. (*Vidhyadhar Vs Mankikrao*)
1999(2) Civil Court Cases 91 (S.C.)

S.54 - Sale - Title of vendor passes to vendee only on registration of sale deed irrespective of the fact that the sale deed was actually executed on an anterior day. (Registration Act, 1908, S.47). (*Cherichi Vs Ittianam*)
2001(2) Civil Court Cases 48 (Kerala)

S.54 - Sale - Title would pass even if it is executed subsequent to prior agreement of sale - Sale in his favour is not void but is only voidable at the option of prior purchaser. (*Ravada Vs Pasupureddy*)
1993 Civil Court Cases 447 (A.P.)

S.54 - Sale - To constitute sale it is not necessary that at the time of execution of the sale deed, the entire price of the sale should have been paid - The transfer of ownership should be in exchange for a price paid or promised or part - paid and part - promised. (*Ajmer Singh & Ors. Vs Nishi Kumar*)
2004(1) Civil Court Cases 30 (P&H)

S.54 - Sale - Two sale deeds executed in favour of applicants subsequent to final decision of recall petition regarding suit property - Vendors of these two sale deeds had no right in property sold by them and no rights can accrue in favour of applicants on the basis of these proceedings. (*Insaf Ali & Ors. Vs State of U.P. & Ors.*)
2015(1) Civil Court Cases 838 (Allahabad)

S.54 - Sale - Vendor selling more than his share in immovable property - Sale deed is valid only to the extent of share of vendor in the immovable property. (*Gangaram Sakharam Dhuri & Ors. Vs Gangubai Raghunath Ayare & Ors.*)
2007(4) Civil Court Cases 079 (Bombay)

SC S.54 - Sale - Whatever interest a person is possessed of in any tangible property, he can transfer only that interest to the other person and no other interest, which he himself does not possess in the tangible property. (*M/s.Eureka Builders Vs Gulabchand s/o Veljee Dand Since Deceased by L.Rs.*)
2018(4) Civil Court Cases 539 (S.C.)

S.54 - Sale - Consideration - Recital in registered sale deed showing payment of consideration - Cannot be doubted unless it is proved to be incorrect by examining some official from the office of Sub Registrar. (*Mehar Singh (Died) through LRs. Vs Baltej Singh & Anr.*)
2006(1) Civil Court Cases 25 (P&H)

SC S.54 - Sale - Executed as security for loan - Title and interest remain with the owner who can repossess the property on repayment of loan - Separate agreement executed by parties to reconvey the property on repayment of loan does not ipso facto lead to the conclusion that sale is not nominal. (*Ramlal & Anr. Vs Phagua & Ors.*)
2006(1) Civil Court Cases 78 (S.C.)

instrument can never be considered as a lease from year to year or yearly tenancy. (*Dasrao s/o.Ramrao Bokil & Ors. Vs Ganpat s/o Valhoba Ghisadi & Ors.*)

2012(1) Civil Court Cases 213 (Bombay)

DB **S.107** - Lease - Can be by oral agreement followed by delivery of possession except a lease from year to year or for any term exceeding one year, or reserving a yearly rent, which can be made only by registered instrument. (*State of Jharkhand & Ors. Vs Bharat Petroleum Corporation Ltd. & Ors.*)

2007(3) Civil Court Cases 479 (Jharkhand) (DB)

SC **S.107** - Lease - Lease deed cannot be executed without the signature/thumb impression of the lessee. (*Union of India Vs Ibrahim Uddin & Anr.*)

2012(3) Civil Court Cases 577 (S.C.)

S.107 - Lease - No requirement of law that lease deed should be signed by both the parties - Lease is 'Bilateral endeavour' of both the lessor and lessee - Merely because the document shows only the signature of one of the parties, it is not enough to conclude that the non signing party has not joined in the execution of the instrument. (*Tej Pal Vs Shanti Devi*)

2012(3) Civil Court Cases 433 (P&H)

S.107 - Lease - Option of extension - Merely because there is an option entitling an extension of lease period, the same would not automatically mean that tenant would become a tenant for the fresh period of the option - It is necessary that a proper registered lease deed, for the fresh/new period for which the option is sought to be exercised, is entered into between the parties. (*Shri Radhakrishan Temple Trust Maithan, Agra Vs M/s.Hindco Rotatron Pvt. Ltd. & Ors.*)

2012(3) Civil Court Cases 446 (Delhi)

SC **S.107** - Lease deed - Signature of one of the parties - Not enough to conclude that the non - signing party has not joined in the execution of the instrument. (*Rajendra Pratap Singh Vs Rameshwar Prasad*)

1999(2) Civil Court Cases 216 (S.C.)

SC **S.107** - Lease deed - There is no stipulation in the provision that the instrument must be signed by both the parties. (*Rajendra Pratap Singh Vs Rameshwar Prasad*)

1999(2) Civil Court Cases 216 (S.C.)

S.107 - Lease deed of immovable property exceeding one year - Unregistered - It shall be deemed to be a lease from month - to - month, terminable, on the part of either lessor or lessee by 15 days' notice under Section 106 of the Transfer of Property Act expiring with the end of a month of the tenancy. (*Amar Chand Talwar Vs M/s Export Promotion Council*)

1999(2) Civil Court Cases 508 (Delhi)

SC **S.107** - Lease of immovable property exceeding one year - If not registered cannot be admitted in evidence in view of S.17 of the Registration Act. (Registration Act, 1908, S.17). (*Rajendra Pratap Singh Vs Rameshwar Prasad*)

1999(2) Civil Court Cases 216 (S.C.)

S.107 - Lease or licence - A grant of exclusive possession can only be a licence and not a lease where the grantor has no power to grant a lease - User of the terms like 'lease' or 'licence', 'lessor' or licensor', 'rent' or 'licence fee' is not by itself decisive of the nature of the right created by the document and an effort should be made to find out whether the deed confers a right to possess exclusively coupled with transfer of a right to enjoy the property or what has been parted with is merely a right to use the property while the possession is retained by the owner - Conduct of parties before and after creation of relationship is of relevance for finding out the intention. (*Westinghour Saxby Farmer Ltd. Vs Sunil Kumar Gupta Roy*)

2006(1) Civil Court Cases 248 (Calcutta)

S.107 - Lease or licence - Company taking premises on rent - Giving premises to its employee - Rs.375/- deducted from salary of employee as rent - Held, it created licence and not lease - Word 'rent' was loosely used for 'fee' - Intention of parties was