

1963

Present : Herat, J.

PONNUPULLE, Appellant, and OODOOWERRE TEA CO. LTD.,
Respondent

S. C. 136/1961—C. R. Badulla, 15887

Estate labourer—Termination of his services—Legal position in regard to his occupation of his line room—Requirement of reasonable notice to quit the room.

When the services of a labourer who belongs to that class of labour employed mainly on tea and rubber estates known as Indian labour are terminated, a period of at least three months' notice must be given before he can be ejected from the line room which he occupies.

APPEAL from a judgment of the Court of Requests, Badulla.

M. M. Kumarakulasingham, for the Defendant-Appellant.

G. T. Samerawickreme, with *R. A. Kannangara*, for the Plaintiff-Respondent.

February 14, 1963. HERAT, J.—

The appellant in this case was a labourer working on Oodoowerre Estate, of which the plaintiff-respondent is the owner. She belongs to that class of labour employed mainly on tea and rubber estates known as Indian labour. Admittedly her services as a labourer were terminated, and as regards the grounds for that termination they are not in dispute in this case and are irrelevant for the decision of this appeal. By reason of the fact that she was a labourer on this estate she was given occupation of room No. 3 in one of the cooly lines belonging to the estate. Owing to the termination of her employment as a labourer, the Superintendent of the estate as agent of the plaintiff-respondent Company gave her 12 days notice to vacate the room she occupied and give possession thereof to the estate authorities. On her failing to do so the present action was filed against the appellant in the Court of Requests of Badulla seeking to have her ejected. The learned Commissioner of Requests of Badulla has ordered her ejection. She has appealed from that order to this Court.

I am called upon to analyse what the defendant's legal position is as far as her occupation of the line room in question is concerned. No doubt, along with her contract of employment as a labourer on the estate there is a subsidiary contract between the Company on the one hand and herself as a labourer on the other by which the Company agrees to give her occupation of a line room in her capacity as a labourer on the estate. She is not a tenant, but only a licensee. But even so, this contract of licence relating to the occupation of this line room must be legally analysed.

It is a right to occupy the line room in her capacity as a labourer on the estate. No doubt, if she ceases to be a labourer she cannot claim to continue to have the right to occupy that room. But as far as this contract of licence is concerned, are there not any other terms which according to the circumstances existing at the time of the contract can be implied into it? These Indian labourers are not of the same type as the ordinary type of labour one finds in the country. They are strangers in the land in which they reside. They have no homes of their own. Very often they cannot return to the land of their origin. If they are to be turned away summarily and thrown on the road their position indeed would be pitiable. Even their right to obtain their rice ration is attached to an issue of that ration from the particular estate on which they are employed. In these circumstances, I think the legal position is that one can imply a condition that although they can be ejected from the line rooms they occupy once their contract of labour is terminated, they can be only so ejected after reasonable notice is given. A period of 12 days which was the notice given to this appellant can scarcely be said to be reasonable in the circumstances of this case. Taking into account all the circumstances of this case, and in particular the conditions under which Indian labour suffers in this country, I think a period of at least 3 months would be reasonable notice.

I therefore hold that the order ejecting the appellant is illegal as her right to occupy the line room in question has not been legally terminated by reason of the fact that reasonable notice has not been given.

I therefore allow the appeal of the appellant and set aside the order of ejectment. The appeal is allowed with costs.

Appeal allowed.
