

R. S. Seth
Girdhari Lal
v.
Ratan Lal

rules as to appeals would apply. For the reasons already stated the decision has no bearing on the facts of this case.

Chopra, J.

9. I would accordingly dismiss the appeal and leave the parties to bear their own costs.

Falshaw, J.

FALSHAW, J.—I agree.

B. R. T.

APPELLATE CIVIL.

Before G. D. Khosla, C. J., and P. C. Pandit, J.

PIARA LAL KHANNA,—Appellant.

versus

HERCHAND SINGH JAIJI,—Respondent.

Regular First Appeal No. 42 (P) of 1953

Negotiable Instruments Act (XXVI of 1881)—S. 79—Suit on promote—Award of interest after the date of the suit—Whether within the discretion of the Court—Debtor having paid practically twice the amount originally advanced—Refusal to award future interest after the date of the suit—Discretion exercised—Whether proper.

Held, that in a suit on the basis of a promissory note the award of interest after the date of the suit is within the discretion of the Court and in a case where the debtor has already paid practically twice the amount originally advanced, it cannot be held that the trial court, in refusing to award future interest after the date of the suit, exercised its discretion wrongly.

First Appeal from the decree of the Court of Shri Shamsheer Singh Attri, Sub-Judge, 1st Class, Patiala, dated the 1st day of August, 1953, granting the plaintiff a decree for the recovery of Rs. 6,532 from the defendant payable in five instalments and in case of default of any one instalment the whole of the amount would become due and the costs would follow the event which the plaintiff would be entitled to recover with the last instalment and further directing that the payment would be made through Bank of Patiala.

PURAN CHAND, Advocate for the Appellant.

R. N. SANGHI, Advocate for the Respondent.

1960

March 10th

JUDGMENT.

P. C. PANDIT, J.—This appeal arises out of a P. C. Pandit, J. suit brought by the plaintiff-appellant for the recovery of Rs. 6,735 with interest on the basis of of pronote for Rs. 5,303 executed in his favour by the defendant-respondent. The amount carried interest at nine annas per cent per annum.

The respondent admitted the execution of the pronote and pleaded that he was prepared to pay the amount that was due from him after the accounts had been gone into and explained to him.

The trial Court decreed the suit for Rs. 6,532, but ordered that the decretal amount would be paid in five yearly instalments. It was further provided in the decree that in case of default of any one instalment, the whole of the amount would become due.

The present appeal has been filed by the plaintiff on two grounds—

- (1) that the decretal amount should not have been ordered to be paid in instalments; and
- (2) that contractual rate of interest should have been allowed on the decretal amount from the date of the suit till the date of payment.

Ground No. (1) was not pressed before us because the entire decretal amount has already been paid by instalments.

As regards ground No. (2), the learned counsel for the appellant relied on the provisions of

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section 79 of the Negotiable Instruments Act, and a ruling reported as *Mt. Bhagwanti v. Atma Singh* (1), and contended that the trial Court was, under the law, bound to allow interest at the contractual rate from the date of the suit till realisation.

I am afraid I cannot accept this contention. A bare reading of section 79 of the Negotiable Instruments Act, shows that the award of interest after the date of the suit is within the discretion of the Court and I am not prepared to hold that in this particular case the discretion has, in any way, been wrongly exercised by the trial Court, because I find that the respondent has already paid practically twice the amount originally advanced by the appellant to him.

I have also gone through the ruling relied upon by the learned counsel for the appellant, but I find that it does not support his contention. The head-note of this ruling, however, is somewhat misleading.

I would, therefore, dismiss this appeal but, in the circumstances of the case, make no order as to costs in this Court.

G. D. Khosla,
C.J.

G. D. KHOSLA, C. J.—I agree.

B. R. T.

CIVIL MISCELLANEOUS.

Before D. Falshaw and A. N. Grover, JJ.

MURAT SINGH,—Petitioner.

versus

THE CONTROLLER OF ESTATE DUTY DELHI,—Respondent.

Estate Duty Reference No. 1 of 1959

1960

March 21st

Estate Duty Act (XXXIV of 1953)—S. 2 (15)—Property Whether includes 'verified claim' under the Displaced Persons (Claims) Act (XLIV of 1950)—Displaced Persons Compensation and Rehabilitation) Act (XLIV of 1954)—Compensation in respect of verified claim payable under—Whether liable to Estate duty.