

Privy Council Appeal No. 94 of 1923.

Allahabad Appeal No. 35 of 1920.

Musammat Bhagwani Kunwar and another - - - *Appellants*

v.

Mohan Singh and others - - - - - *Respondents*

FROM

THE HIGH COURT OF JUDICATURE AT ALLAHABAD.

JUDGMENT OF THE LORDS OF THE JUDICIAL COMMITTEE OF THE
PRIVY COUNCIL, DELIVERED THE 7TH MAY, 1925.

Present at the Hearing :

LORD ATKINSON.

LORD CARSON.

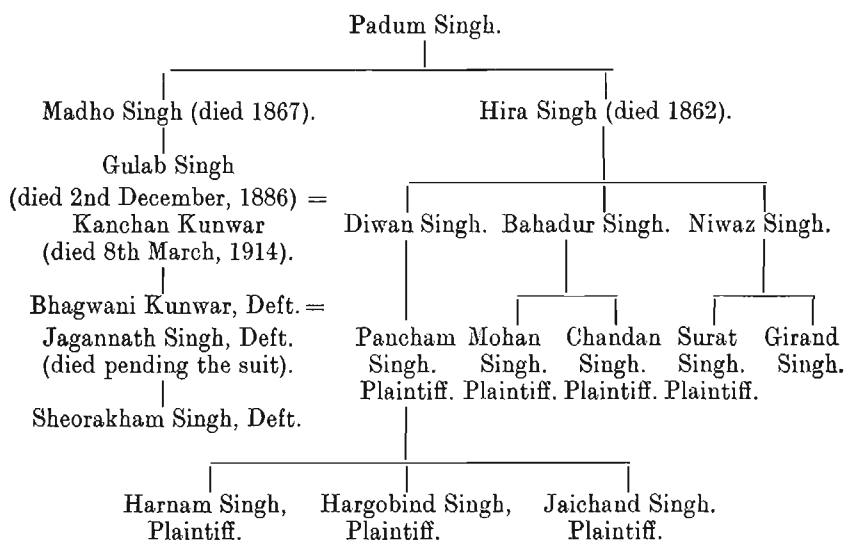
SIR JOHN EDGE.

[*Delivered by* SIR JOHN EDGE.]

This is an appeal by defendants from a decree, dated the 18th March, 1920, of the High Court at Allahabad, which reversed a decree, dated the 30th November, 1916, of the Subordinate Judge of Cawnpore, by which the suit had been dismissed.

The suit in which this appeal has arisen is a suit in which the plaintiffs claimed a decree for the proprietary possession of an eight-anna share in each of the villages of Auria (Auria Tikra) and Aurangpur Gahdewa and certain fractional shares in four other zamindari villages in the Cawnpore District by dispossession of the defendants, who were in possession and denied the title of the plaintiffs. The Subordinate Judge dismissed the suit; the High Court on appeal gave the plaintiffs the decree for the possession which they claimed. The parties were Hindus of the Thakur Gaur caste and were subject to the law of the Mitakshara. The following pedigree will sufficiently show how the parties were related, but their Lordships do not know which of the brothers

Madho Singh and Hira Singh, or of the brothers Diwan Singh and Bahadur Singh, was the elder :—



The suit was brought on the 12th November, 1914, in the Court of the Subordinate Judge of Cawnpore after the death of Musammat Kanchan Kunwar. When the suit was brought Bahadur Singh was about 80 years of age and Niwaz Singh was about 76 years of age. As Diwan Singh was not a party to the suit, although his son Pancham Singh was a plaintiff, their Lordships have assumed that Diwan Singh was then dead. The most material question in the suit is whether Gulab Singh was, when he died, joint with, or separate from, his cousins Diwan Singh, Bahadur Singh and Niwaz Singh.

Padum Singh and his sons Madho Singh and Hira Singh admittedly had constituted a joint Hindu family. Padum Singh died before his sons, and at his death Madho Singh and Hira Singh were joint. It is well-established law that those who allege that the members of a joint Hindu family had separated must prove, unless it is admitted, that there was a separation at some material time. That material time in this case must have been before the death of Gulab Singh. Hira Singh had died in 1862, and Madho Singh had died in 1867. Gulab Singh died sonless in 1886. The case of the plaintiffs was, and is, that Gulab Singh was until he died a member of the joint family, which, until he died, consisted of the then living male descendants in the male line of Padum Singh. The case of the defendants, appellants, is that Madho Singh and Hira Singh had separated, and consequently that Gulab Singh was separate from his cousins Diwan Singh, Bahadur Singh and Niwaz Singh. It happened in 1896 or in 1898 that the then members of the joint family separated. That separation did not take place at a material time so far as this suit is concerned, but the learned Subordinate Judge incorrectly held that the separation in 1896 or 1898 shifted the burden of proof, and that it was for the plaintiffs to prove that Gulab Singh was joint when he died in 1886. How far that misunderstanding of the law affected the Subordinate Judge in his consideration of the

evidence in this suit, it is impossible to say, but he found on the evidence that Gulab Singh was separate at the time of his death. The High Court found on the evidence that Gulab Singh was, when he died, a member of the joint family.

Their Lordships will later express the conclusion at which they have arrived as to whether there had or had not been a separation before Gulab Singh died, but before doing so they will refer to another question which must be considered, although they agree with the conclusions at which the Courts below were in agreement on that subject. Their Lordships will now briefly state what that other question is.

The property in question in this suit came into the possession of Kanchan Kunwar shortly after the death of her husband Gulab Singh. The question which their Lordships will first consider is how and in what right did Kanchan Kunwar obtain and hold possession. That property had been entered in the revenue and village papers in the name of Gulab Singh, and Kanchan Kunwar, as his widow claimed to be entitled to the possession of it. That claim could not be maintained unless Gulab Singh had died as a separated Hindu. That claim by Kanchan Kunwar was, in fact, made, and she got possession, but, according to the case of the plaintiffs, she was allowed by Diwan Singh, Bahadur Singh and Niwaz Singh, who were then of age, to take possession under an agreement of compromise made between her and them, by which she was allowed possession of the property for her life for her maintenance, and not as property of which she had any right to the possession.

Gulab Singh was older than his cousins Diwan Singh, Bahadur Singh and Niwaz Singh, and after Hira Singh and Madho Singh had died he was the head of the family, and appears to have acted generally as the family manager, and some villages which were purchased after the death of Madho Singh with the income of the ancestral villages of the family were purchased in the name of Gulab Singh. During Gulab Singh's lifetime his wife Kanchan Kunwar must have occupied a position of some importance in the family, and after her husband's death she doubtless wished to manage her own affairs independently of any interference by her husband's relations.

It has not been asserted in argument before their Lordships in this case, or, so far as they are aware, in any case before the Board, and they believe that it could not with truth be asserted before an Indian Court, that a widow of a sonless prominent member of a Hindu joint family is never allowed by the family to occupy possession of some of the family's land for her life for her maintenance. Their Lordships find that Kanchan Kunwar obtained possession of the lands in question under that agreement of compromise for her life for her maintenance, and not in any right of hers as Gulab Singh's widow. The agreement of compromise was an oral agreement, but there is documentary evidence

which is only consistent with such an agreement, and to some of that documentary evidence reference will now be made.

During Gulab Singh's lifetime his name had been entered in the revenue papers as that of the owner in possession of shares in some villages, and the names of his cousins Diwan Singh, Bahadur Singh and Niwaz Singh had been entered in the revenue papers as the names of the owners in possession of shares in the same or other villages. When Gulab Singh died it was necessary that application for mutation of names should be made to the revenue authority of each village in the revenue papers of which his name had been entered as the owner of a share or shares. Such applications are made by or on behalf of the person or persons claiming to be entitled to the share or shares of the deceased shareholder, and when opposed an inquiry is held by an official of the revenue authority.

An application for mutation of names was made on Gulab Singh's death in the case of each village in which his name was entered in the revenue papers as the holder of a share. Those applications were made by Diwan Singh, Bahadur Singh and Niwaz Singh, and as Kanchan Kunwar was known to be a claimant for mutation of name her deposition was taken. Their Lordships will now refer, by way of illustration, to what happened in the case of the village of Aurangpur Gahdewa, in respect of which the name of Gulab Singh was entered in the settlement khewat of 1873 as the owner of an eight-anna share.

“ No. 741C.—APPLICATION OF BAHADUR SINGH, ETC.

“ Name of village—Aurangpur Gahdewa, pargana Bilhaur. Head—mutation on the ground of succession.

“ Substance.—Application for expungement of the name of Gulab Singh, deceased, and entry of the names of Bahadur Singh, Diwan Singh and Newaz Singh, cousins, in respect of an 8-anna zamindari share under section 97, Act No. 19 of 1873.

“ SHOWETH :—

“ That Gulab Singh, zamindar of an 8-anna share in village Aurangpur Gahdewa, pargana Bilhour, died on the 7th of Aghan Sudi, Sambat 1942. These three cousins, Bahadur Singh, Newaz Singh and Diwan Singh, are the heirs in possession of the property of the deceased in equal shares. He has left no issue besides these applicants. It is, therefore, prayed that the name of the deceased may be removed from, and those of these heirs entered in, the public records.

“ PETITIONERS :—Bahadur Singh, Diwan Singh and Newaz Singh, heirs of Gulab Singh, zamindar of village Aurangpur Gahdewa, pargana Bilhour. Dated the 12th February, 1887.

“ Filed by Diwan Singh and written by Ram Narayan.

“ (Sd.) DIWAN SINGH, in autograph.

“ This application was made to-day by Diwan Singh.

“ Held.—Let the Registrar Kanungo first make a report as to the correctness of the share. 12th February, 1887.

“ Signature of Naib-Tahsildar.”

The application is in the vernacular. The term which has been translated as "heirs" must mean not heirs in the English acceptation of the term but the persons who claimed as surviving co-sharers of Gulab Singh to have their names entered.

On the 4th April, 1887, Kanchan Kunwar made her deposition before the Kanungo. So far as is material it was as follows :—

"Gulab Singh, my husband, the zamindar of mauza Aurangpur Gahdewa, pargana Bilhour, died a natural death, four months ago. The deceased left no son. Regarding the entry of name in respect of the property left by the deceased husband, some points have been agreed to be settled between Diwan Singh, Bahadur Singh and Nawaz Singh and me. For the settlement of the same I have sent for Jagannath Singh, my son-in-law, from mauza Katra, district Banda. On his arrival, the points will be settled mutually in a week and then my general-attorney, Roshan Lal, will present himself and will make statement about the mutation of names in this case. So long as the points are not settled mutually, I cannot make any statement about the entry of name in respect of the property of the deceased."

Subsequently Musammat Kanchan Kunwar made another deposition in the presence of the Kanungo in relation to entering the names in respect of Aurangpur Gahdewa, which, as translated, was, so far as is material, as follows :—

"The points which were to be settled between Diwan Singh and others and me have all been settled and, under the mutual agreement, the entire property left by my deceased husband in mauza Aurangpur Gahdewa, pargana Bilhour, has been allotted to me and put in my possession. Therefore, the name of the deceased may be struck off and my name entered in respect of the entire property left by the deceased in the said village. Diwan Singh, Bahadur Singh and Niwaz Singh, the heirs of the deceased, have no connection with the property in the said village in my lifetime.

"Signature of Qanungo."

The words "Diwan Singh, Bahadur Singh and Niwaz Singh, the heirs of the deceased, have no connection with the property in the said village in my lifetime" can only mean that Kanchan Kunwar was allowed to be in possession for her life for her maintenance. The learned Judges of the High Court in their judgment observed in reference to that deposition of Kanchan Kunwar :—

"It may be remembered that there is always a reluctance among members of a Hindu family to confer on female members an absolute interest in property belonging to their husbands or fathers, and had it been intended that Kanchan Kunwar was to have an absolute interest in the property which was to be recorded in her name, that fact would have been distinctly stated in the depositions not only of Kanchan Kunwar herself, but also of the male members of the family whose statements were also recorded in the mutation proceedings. We are, therefore, unable to hold that Kanchan Kunwar acquired an absolute interest under the compromise which was effected after the death of Gulab Singh."

Musammat Kanchan got possession of the shares in the villages in question under that agreement of compromise and she never had any other right or title to them, and she could not under the circumstances obtain against the co-sharers of the joint family any

title by prescription. It has, however, been suggested in this appeal that she had acquired a title by prescription. Whether she acted in accordance with that agreement of compromise or contrary to it is immaterial; she had no other title to the villages in question and could grant or convey no title of any kind to the villages which would be effective for any purpose beyond the term of her own life.

Musammat Kanchan Kunwar, as appears by her deposition of the 4th April, 1887, wished to consult her son-in-law Jagannath Singh on the subject of the agreement of compromise. As will now appear, her son-in-law, Jagannath Singh, who was a defendant in this suit and is now dead, but is represented by his son Sheorakham Singh, must have had with his wife Bhagwani Kunwar, who was Kanchan Kunwar's daughter, much influence over Kanchan Kunwar. On the 12th May, 1892, Musammat Kanchan Kunwar by a deed purported to give the eight-anna share in the village Auria to her daughter Bhagwani Kunwar. In that deed Musammat Kanchan Kunwar asserted that on the death of Gulab Singh she had entered into proprietary possession of the eight-anna share, and that on her death her daughter "would succeed to the whole of the estate of my husband Gulab Singh under the Hindu law."

Their Lordships may here observe that Kanchan Kunwar, in a written statement which she had filed in Court on the 26th January, 1888, in a suit in which she was a defendant, had alleged that "the property of Gulab Singh deceased was taken by Bahadur Singh, Diwan Singh and Niwaz Singh, and they became liable for the entire amount payable and for collection of the outstanding debts, while this defendant got for her maintenance the shares in the zamindari property specified at the foot. In these circumstances the defendant and the shares specified at the foot should be exempted." At the foot of her written statement she specified the shares in the six villages in question in this suit, including the eight-anna share in mauza Auria.

On the 12th August, 1892, Musammat Kanchan Kunwar executed a deed of mortgage in favour of her son-in-law, Jagannath Singh, by which she purported to mortgage all the rest of the property of which she had been allowed under the agreement of compromise to take possession for her life for her maintenance. In that deed she asserted that all the properties she was mortgaging "are up to this time owned and possessed by me as proprietor without the participation of any one else, and I have no co-sharer or co-parcener therein." On that mortgage Jagannath Singh brought a suit for foreclosure on the 14th February, 1907, against Musammat Kanchan Kunwar, and on the 7th March, 1907, obtained a decree for foreclosure. On the 15th November, 1907, that decree for foreclosure was made absolute. Their Lordships have no hesitation in finding that the deed of gift of the 12th May, 1892, the mortgage of the 12th August, 1892, and the suit for foreclosure of the 14th February, 1907,

were all collusive and fraudulent, and were intended to make evidence that Musammat Kanchan Kunwar had held the lands in dispute as absolutely her own with as complete a right to dispose of them as a Hindu separated childless man might have to dispose of his self-acquired property. Musammat Kanchan Kunwar, her daughter and her son-in-law must have known perfectly well that she had no right to make the deed of gift or the mortgage.

As their Lordships have already mentioned, the Subordinate Judge in his judgment, which was delivered on the 30th November, 1916, found that Gulab Singh was separate at the time of his death, and the High Court found on appeal that there had been no separation. Gulab Singh had died twenty-eight years before the suit was instituted, and on the question whether the family had been joint or separate in 1886 each Court had to rely mainly on such documentary evidence as had been produced. It appears to their Lordships from the judgment of the Subordinate Judge that he had been much influenced in finding that Gulab Singh was separate when he died from the fact that Bahadur Singh and Niwaz Singh had not given evidence in the suit. He must have forgotten that it had been proved on the 15th March, 1916, by Mohan Singh that his father Bahadur Singh was 79 or 80 years old, and was quite helpless or unable to give evidence, and that his uncle Niwaz Singh was 76 or 77 years old, and that his tongue was paralysed and he was unable to speak or make a statement. The Subordinate Judge was also very much influenced in his finding by the fact that the day-books, also referred to as cash-books, which contained the family accounts had only been produced, and that the ledgers which had been kept by the family had not been produced, and he obviously did not accept as reliable the evidence as to what had become of the ledgers. The explanation of the non-production of the ledgers was given by Mohan Singh, who, when he gave his evidence, was 49 years old and could not have been more than 17 years old when Gulab Singh died. This is how Mohan Singh explained why the ledgers had not been produced :—

“ I have not filed the ledgers of all the day-books filed by me inasmuch as they are not with me. I brought them to file them in the Court at Cawnpore. The said ledger was kept in the house of Manmunno Babu and Karan Babu. Manmunno Babu is elder and Karan Babu is younger. I used to keep all my luggage and papers in a room of those very persons, *i.e.*, Manmunno Babu and Karan Babu. The house of Manmunno Babu and Karan Babu fell down owing to heavy rain this year in the month of Bhadon and consequently those ledgers got buried under the same house. Those ledgers were kept in two ‘ bastas.’ I did not make a search for them in my house. The ledgers which got buried were kept by me in the room of Manmunno Babu and Karan Babu in 1904. The account-books and the papers which were filed by me in the case instituted in 1904 and taken back from the Court were kept by me in that very house of Manmunno Babu three or four years ago. The papers which were filed by me in the case instituted in 1904 were the same papers as were taken out of the room

of Manmunno Babu and filed in this case. I did not file the ledgers in this case because they had become rotten. (Subsequently the witness stated :) When the case was instituted they were not rotten. Now this year in the month of Bhadon and Kunwar when the house fell down on account of heavy rain they were rotten."

That is not an impossible explanation and it may be true. The High Court considered Mohan Singh's explanation as far from satisfactory, but Sir Grimwood Mears, C.J., and Mr. Justice Banerji, who heard the appeal in the High Court, stated in their judgment that "the absence of the ledgers does not, in our opinion, detract from the value of the entries in the cash-books to which we have referred." The learned counsel who argued this appeal on behalf of the appellants commented strongly on the non-production of the ledgers, and contended that if they had been produced they would have shown that the family had separated. What the ledgers would have shown if they had been produced their Lordships do not know, but the entries in the family cash-books which were put in evidence are clear and unambiguous, and point to the only legitimate conclusion that the accounts were the accounts of a joint family.

The main contention of the learned counsel for the appellants was that the entries of the names of the owners in possession of the shares in the villages which were made at the settlement of 1873 should be regarded as conclusive on the question as to whether Gulab Singh, Diwan Singh, Bahadur Singh and Niwaz Singh were joint or separate, and at great length he drew their Lordships' attention to those entries. From those entries it appears that at the settlement of 1873 Gulab Singh was the owner in possession of shares in certain villages, but whether it may be inferred from those entries or from any of them that he was the separate or sole owner of any of the shares is quite another matter. Their Lordships will now give some examples from village khewats of the settlement of 1873 to show how the names of co-sharers were entered as the owners of shares. In doing so they will omit particulars which are immaterial. In the settlement khewat of mauza Aurangpur Gahdewa of 1873 the entry is "Name of iambardar, Gulab Singh; names of co-sharers, Gulab Singh, son of Madho Singh, Thakur Gaur, gotra Barduaj, resident of Baranpur Kanjri, pargana Sheorajpur; Amount of share, 8 annas; Remarks, This is owned by a single man." The entry in the settlement khewat of 1873 of mauza Baranpur Kanjri is "Names of sharers . . . Gulab Singh, son of Madho Singh, half, and Bahadur Singh, Dewan Singh and Newaz Singh, sons of Hira Singh in equal shares $\frac{1}{2}$," and bracketed opposite that particular entry is " $\frac{1}{3}$ rd. . . ." The entry in the settlement khewat of 1873 of mauza Barapur is "Names of co-sharers, Gulab Singh, son of Madho Singh, caste Thakur Gawr, resident of Baranpur Kanjri, 10 pie, 1 fif, 7 kirant, 2 jau, 4 tund, 9 dant, and Bahadur Singh, Dewan Singh and Newaz Singh, sons of

Hira Singh, caste and residence as aforesaid, 5 pies, 4 ffs," and as to the "shamlat" of the mauza the entry is ". . . Gulab Singh, the amount of the ancestral share being 5 pies, 4 ffs, and Diwan Singh, Bahadur Singh and Niwaz Singh, in equal shares, 5 pies, 4 ffs. . . ." The entry in the settlement khewat of 1873 of mauza Siurajpur is "Names of 'lambardars,' Gulab Singh and Ram Sahai 'lambardar'; Names of co-sharers, Gulab Singh, son of Madho Singh, caste and residence as mentioned above, 11 pies, 8 ffs, 9 kirants, 7 jaus, 2 tunds and 5 dants, Bahadur Singh, Diwan Singh and Newaz Singh, sons of Hira Singh, caste and residence as aforesaid, in equal shares, 5 pies and 4 ffs. . . ." The entry in the settlement khewat of 1873 of mauza Mau is "Name of lambardar, Sheo Charan Lal and Newaz Singh, lambardars; Names of co-sharers, Newaz Singh, Bahadur Singh and Dewan Singh, sons of Hira Singh, caste Thakur Gaur, 'gotra' Bharduaj; residents of Baranpur Kanjri, pargana Sheorajpur, in equal shares, 5 annas, 4 pies." Remarks . . . Newaz Singh lives jointly with his two brothers. No adjustment of account is made. . . ." Their Lordships do not draw from the above entries or from any other similar entries which were made in the revenue settlement of 1873 to which they were referred by the learned counsel any inference that Gulab Singh had separated from his cousins Diwan Singh, Bahadur Singh, and Niwaz Singh, or that there had been any separation in the joint family. But if the learned counsel's prolonged argument on the entries was in any way sound, Gulab Singh must have separated from his cousins before the settlement of 1873 was held.

In *Nageshar Bakhsh Singh v. Ganesh*, L.R. 47, I.A. 57, in an appeal from Oudh, in which the learned counsel already referred to had argued the case for the appellant then before the Board, it was in that case decided by the Board that a definition of shares in revenue and village papers, by itself, affords a very slight indication of an actual separation in a Hindu family, and is insufficient to prove, contrary to the presumption of law, that the family to which the entries refer had separated. In the judgment delivered in that case by the Board, the Board referred with approval to a judgment of Birdwood, J., of the High Court at Bombay, in *Bhagoji v. Bapuji*, I.L.R. 13, Bomb. 75, that "at the hearing the lower Appellate Court should have its attention directed to the ruling in *Fatma v. Darya Sahib* (10 Bomb. H.C. 187) in which it was held that the collector's book is kept for purposes of revenue and not for purposes of title. The fact of a person's name being entered in the collector's book as occupant of land does not necessarily of itself establish that person's title or defeat the title of any other person." The same observation appears to their Lordships to apply to entries of the names of persons in settlement khewats as the names of co-sharers in a mauza.

Immediately following the quotation in reference to the judgment of Birdwood, J., the Board in the case of *Nageshar Bakhsh Singh v. Ganesha (supra)* at page 70 said: "The Board refer in particular to the judgment of Sir John Edge in *Gajendar Singh v. Sardar Singh* (I.L.R. 18, All. 176, 179, 180). In their opinion the statements of principle now to be quoted are of significance and are sound as applied not only in Allahabad, but in India as a whole. The main proposition is, of course, widely familiar—namely, that 'given a joint Hindu family, the presumption is, until the contrary is proved, that the family continues joint. That presumption is peculiarly strong in the case of the sons of one father.' The learned Judge further refers to 'experience of the manner in which names of Hindus are entered not uncommonly in revenue and village papers in respect of shares'; and the Board sees no reason to differ from, but approves of, his pronouncement to the following effect: 'A definition of shares in revenue and village papers affords, by itself, but a very slight indication of an actual separation in a Hindu family, and certainly in no case that has ever come before us could we have regarded such a definition of shares standing alone as sufficient evidence upon which to find, contrary to the presumption in law as to jointure, that the family to which such a definition referred had separated.'"

This Board cannot read Act XIX of 1873, the North-Western Provinces Land-Revenue Act, 1873, which applied to the settlement of 1873, as making the definition of the shares of co-sharers in a settlement *khewat* conclusive of a separation in a joint Hindu family.

If an actual partition of the joint family property by Madho Singh and Hira Singh, or by Gulab Singh and his cousins Diwan Singh, Bahadur Singh and Niwaz Singh, had been proved, it would be evidence that they had altered their title to it as joint owners and had become separate owners; but a mere definition of shares in revenue and village papers, unless it was proved that such definition of shares was with a view to a then partition, would not, in their Lordships' opinion, by itself be conclusive evidence even that an actual partition was then intended.

The attention of their Lordships has been drawn to the matters from which the Subordinate Judge and the High Court drew different conclusions on the question whether Gulab Singh had died as separate from his cousins Diwan Singh, Bahadur Singh and Niwaz Singh, and they agree with the High Court and its reasons for finding that there had not been any separation. Those reasons with which their Lordships agree are epitomised by the High Court in the concluding paragraph of the High Court judgment, and are as follows:—

"Upon a consideration of the case as a whole and of the evidence which has been adduced by the parties, we have come to the conclusion that all the *indicia* of a joint Hindu family are present in this case. There was first of all the nucleus of joint ancestral property which belonged to Padam Singh. There is next the presumption of Hindu law that the sons

of Padam Singh, who originally must have been joint, continued to be joint so long as they lived, until the contrary was shown. No evidence has been given to prove that they ever separated or that after their death a separation took place between Gulab Singh and the sons of Hira Singh. We have then the facts that property was acquired sometimes in the name of one member and sometimes in the name of another ; that debts incurred in the name of one member were discharged by another ; that debts were incurred and mortgages were taken in the names of members of both branches jointly ; that a common account was kept relating to the income and expenditure of the family ; that in these accounts the expenses of funerals and of religious and other ceremonies connected with different members of the family were jointly entered ; that there were common servants who made collections and otherwise served all the members of both branches ; that the affairs of the family were looked after by the different members, whether the property stood in the name of any particular member or not ; and that there is nothing to prove that an actual separation ever took place. In view of all these circumstances we are unable to hold that the family was a separate family and to agree with the conclusion of the Court below. In our opinion it has been satisfactorily established that the family of the sons of Padam Singh was a joint family at the time of Gulab Singh's death, so that upon the death of Gulab Singh's widow the property in dispute passed to the appellants, the surviving male members of the family."

The appellants in the High Court were the plaintiffs.

Their Lordships will humbly advise His Majesty that this appeal should be dismissed with costs.

In the Privy Council.

MUSAMMAT BHAGWANI KUNWAR AND
ANOTHER

vs.

MOHAN SINGH AND OTHERS.

DELIVERED BY SIR JOHN EDGE.

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