**DELHI HIGH COURT**

Uma

Vs.

Dwarka Dass, (Delhi)

Civil Regular First Appeal No. 341 of 1974.

(M. L. Jain, J.)

7.4.1981

**JUDGEMENT**

**M. L. Jain, J.**

1. Sudershan Kumar Sehgal took out three policies of insurance on his life, two in 1958 and one in 1959 in which he nominated his father Dwarka Dass Sehgal under Section 39 (1) of the Insurance Act, 1938 (herein called 'the Act'). He was married in 1964. He took out the fourth policy in 1966, but this time he nominated his wife, Mrs. Uma Sehgal. He died in 1968, leaving behind his heirs Mrs. Uma Sehgal, his minor son Sunil and his mother Mrs. Vidya Wati Sehgal. The money of the last policy was received by the widow. She filed on Jan. 2 1970 a suit on behalf of herself and her minor son to recover 2/3rd share in the amount of the first three policies against Dwarka Dass Sehgal, his wife Vidya Wati and the Life Insurance Corporation. The amount appears to have been paid by the said Corporation on Jan. 10, 1970 to the nominee. Dwarka Dass Sehgal contends that he was entitled to receive the policy money absolutely on the grounds;

(a) That he had paid the premiums,

(b) That he was the nominee, and

(c) that he was the beneficiary.

The learned Sub-Judge dismissed the suit on Feb. 18, 1974. He held that the source of premium is of no concern, but Dwarka Dass being the nominee was entitled to receive the amount in his Own right absolutely and was neither a trustee nor an agent of the legal heirs. He was the beneficiary. Hence, this

appeal.

2. It may be noticed that it the contention of Uma Sehgal were to prevail, then she was required to surrender 1/3rd share of Mrs. Vidya Wati in the last of the policies and her suit could be decreed only after excluding that share. However, the sole question that has been debated is about the position of the nominee. Cases almost overwhelming in number have taken the view that a nominee is nothing but a person who receives the payment on behalf of the heirs of the assured. The cases referred to are: *Amardas v. Dadu Dayalu Mahasabha,* [1] *Ramballav Dhandhania v. Gangadhar Nathmail,*[2] *D. Mohanavelu Mudaliar v. Indian Insurance and Banking Corporation Ltd.,* [3] *Salem, Brahrnamma v. Kandula Venkataramana Rao,*[4] *Smt. Shanti Devi v. Ramlal,* [5] *Sarojini Amma v. Neelakanta Pillai,* [6] *Life Insurance Corporation of India v. United Bank of India Ltd.* [7] *, Raja Ram v. Mata Prasad,* [8] *Malli Dei v. Kanchan Prava* [9] *DeiMahadeo Nath v. Smt. Meena Devi, Atmaram* [10] *Mohanlal Panchal v. Gunvantiben,* [11] *Smt, Saraswatibhai v. Smt. Malati,* [12] and *Smt. Raj v. Devi Ditta Mal.* [13] All of them more or less resort to the same line of arguments. In spite of that surprisingly the debate goes on; the legislature too does not intervene Mr., Rajiv Behl stoutly challenged the soundness of these cases and relies upon *Kesari Devi v. Dharma Devi,* [14] and *B.M. Mundkur v. Life Insurance Corporation of India,* [15] to canvass an opposite thesis. Both sides referred to a few more cases which I have omitted to mention because these were decided prior to the commencement of the Act, Section 39.

3. Nothing was wiser than to follow without questioning the foot prints of the great and cast one more vote on the side of size. But as I went through the numerous precedents one by one. I felt that that was exactly what was being done and that what the young lawyer was advocating had much to commend itself and a departure would be justified. Luckily there was some support available though numerically diminutive but robust in reasoning. I shall presently notice the statutory provisions, then the cases which support Mr. Behl and lastly the cases cited by Mr. Makhija in order of the strength of the Benches.

4. Section 38 of the Act deals with transactions which are inter vivos and should not be confused with nominations provided for in Section 39. nor is there any analogy between the two. Let me now read Section 39:

"39. (1) The holder of a policy of life insurance on his own life may, when effecting the policy or at any time before the policy matures for payment, nominate the person or persons to whom the money secured by the policy shall be paid in the event of his death:

Provided that, where any nominee is a minor, it shall be lawful for the policy-holder to appoint in the prescribed manner any person to receive the money secured by the policy in the event of his death during the minority of the nominee.

(2) Any such nomination in order to be effectual shall, unless it is incorporated in the text of the policy itself, be made by an endorsement on the policy communicated to the insurer and registered by him in the records relating to the policy and any such nomination may at any time before the policy matures for payment be cancelled or changed by an endorsement or a further endorsement or a will, as the case may be, but unless notice in writing of any such cancellation or change has been delivered to the insurer, the insurer shall not be liable for any payment under the policy made *bona fide* by him to a nominee mentioned in the text of the policy or registered in records of the insurer.

(3) The Insurer shall furnish to the policyholder a written acknowledgement of having registered a nomination or a cancellation or change thereof, and may charge a fee not exceeding one rupee for registering such cancellation of change.

(4) A transfer or assignment of a policy made in accordance with Section 38 shall automatically cancel a nomination:

"Provided that the assignment of a policy to the insurer who bears the risk on the policy at the time of the assignment in consideration of a loan granted by that insurer on the security of the policy within its surrender value, or its reassignment on repayment of the loan shall not cancel a nomination but shall affect the rights of the nominee only to the extent of the insurer's interest in the policy.

(5) Where the policy matures for payment during the lifetime of the person whose life is insured or where the nominee or, if there are more nominees than one, all the nominees die before the policy matures for payment, the amount, secured by the policy shall be payable to the policy-holder or his heirs or legal

representative or the holder of a succession certificate, as the case may be.

(6) Where the nominee or, it there are more nominees than one, a nominee or nominees survive the person whose life if insured, the amount secured by the policy shall be payable to such survivor or survivors.

(7) the provisions of this section shall not apply to any policy of life insurance to which Section 6 of the Married Women's Property Act, 1874, applies or has at any time applied;

Provided that where a nomination made whether before or after the commencement of the Insurance (Amendment) Act, 1946, in favor of the wife of the person who has insured his life or of his wife and children or any of them is expressed, whether or not on the face of the policy as being made under this section the said Section 6 shall be deemed not to apply or not to have applied to the policy."

5. Section 6 of the Married Woman's Property Act, 1874 provides that "a policy of insurance effected by any married man on his own life and expressed on the face of it to be for the benefit of his wife on of his wife and children or any of them shall ensure and be deemed to be a trust, for the benefit of his wife or of his wife and children or any of them, according to the interest so expressed, and shall not so long as any object of the trust remains, be subject to the control of the husband, or to his creditors or form part of his estate." It further provides that unless special trustees are appointed the sum secured shall be paid to the Official Trustee. But where the insurance has been effected with intent to defraud creditors, they shall have the right to be paid out of the proceeds of the policy of assurance,

6. Yet another provision which needs to be noticed is Section 60(1) (kb) of the Civil Procedure Code which provide that "All moneys payable under a policy of insurance on the life of the judgment-debtor" are not liable to attachment or sale in execution of a decree.

7. The broad propositions that emerge from the aforesaid enactments are:

(1) The holder of a policy of life insurance on his own life may at any time nominate a person or persons (including a minor) to whom the money secured shall be paid in the event of death.

(2) If the nominee is a minor, then the policy-holder may appoint any person to receive the money in case the assured dies before the nominee minor comes of age.

(3) (a) Nomination can be cancelled or changed at any time before the policy matures for payment by (i) an endorsement, or (ii) will, or (iii) transfer or assignment,

(b) Where the will is followed by nomination, the nomination will have the effect of making the will ineffectual (D. Mohanvelu Mudaliar (supra)).

(4) The policy amount shall be payable: -

(A) Where policy matures for payment during the lifetime for the assured to, such assured;

(B) Where the policy matures upon the death of the assured :-

(i) to the nominee, if one is alive; and

(ii) to the assureds' heirs, or legal representatives or the holders of a succession. Certificate, where (a) the sole nominee has or, (b) all the nominees. have died before the policy matured for payment.

(5) Section 39 does not, apply to policies under Section 6 of the Married Women's Property Act 1874, except, where the nomination purports to be under Section 39 of the Act and not under the said Section 6

(6) A nominee has no rights in the lifetime of the assured. His rights whatever they be, are then still inchoate, rather an expectancy, and spring up only if the assured dies before the policy becomes mature for payment. Therefore, where the nominee dies earlier than the assured, there is no right which can survive him,

(7) The policy money is not available to the creditors of the assured.

8. It appears to me that Section 39 makes comprehensive provisions, almost exhaustive in so far as they relate to nominations. If the dictate of the Act as stated above is clearly that the money of the policy shall be paid to the nominee, if any is available, and if his nomination subsists, and shall be payableto heirs, etc., only if no nominee is available, how can then we import or imply that this mandate is only for giving a valid discharge to the insurer and further that the

nominee holds the money on behalf of those inherit or succeed or otherwise meddle with the estate of the deceased? Certainly not.

9. The law appears to envisage three categories of life insurance:-

(i) On one's own life,

(ii) On the life of another, and

(iii) By the husband for the express benefit of his wife or children or both. Where one effects an insurance on the life of another upon whose life he has an insurable interest, he cannot make any nomination in that policy. So no nomination is contemplated in respect of category (ii). In respect of the last category also there is no provision for nomination but instead it was said that it shall be deemed to be trust. That a special declaration of trust in favour of the wife, etc., had to be made and preserved in respect of the last category, shows that ordinarily neither the insured nor the nominee was a trustee. There is no indication whatsoever, that the nominee in the first category will be a mere collection agency. A nomination will be self-frustrating if the nominee just refuses to collect the money in order to avoid an accountability out of which he derives no benefit. If he was to be no better than a receiver, then how could there be a nomination in favour of the minor? It is not without significance that where a minor has been nominated, he cannot give a valid discharge during his minority and to meet this situation, what is provided is not an alternative or additional nominee but an appointment of a person merely to receive the money. Such appointee is the statutory agent or receiver for the minor. The use of different expressions points to the conclusion that the nominee was not intended to be a person merely to collect the sum due. That was the view taken in *Kesari Devi v. Dharam Devi,* [16] In that case the nominee died shortly after the assured died and before, he could receive the money. The widow of the assured applied for a succession certificate. The widow of the nominee opposed and with success. It was held (at pp.356, 357):

(i) The nominee is not a trustee for or an agent of the legal representatives of the assured:

(ii) The money is payable to the nominee and not to the estate of the deceased;

(iii) Section 39 does nowhere lay down that the nominee is under any liability to account to any person for the money received by him. The insurer must pay to

him and he is free to deal with it in any manner he likes.

10. In *Karuppa Gounder v. Palaniammal,* [17] K had nominated his wife in the insurance policy. K died. It was held that in virtue of the nomination, the mother of K was not entitled to any portion of the insurance amount.

11. I am in respectful agreement with these views, because they accord with the law and reason. They are supported by Section 44(2) of the Act. It provides that the commission payable to an insurance agent shall after his death, continue to be payable to his heirs, but if the agent has nominated any person, the commission shall be paid to the person so nominated. It cannot be contended that the nominee under section 44 will receive the money not as owner but as an agent on behalf of someone else, vide B.M. Mundkur v. Life Insurance Corporation, AIR 1977 Madras 72. Thus, the nominee excludes the legal heirs.

12. Effect must be given to the plain meaning of the statutory provisions and it is inappropriate to put a gloss on them by interpreting them in the light of vintage decisions of the United Kingdom. Our law of life insurance consolidated by the Act does not appear to be *pari materia* any provision of law which is spread over enactments more than one. Moreover, it is dangerous to construe an Indian Act by reference to one in England even where the language of the two closely approximates, vide *Thiaraja Bhagavathar v. Emperor.*[18] The proper course is to examine the language of the statute and to ascertain its proper meaning uninfluenced by any consideration derived from the previous state of law or of the English law upon which it may be founded: Mt. Ramanandi. *Kuer v. Mt. Kalawati Kuer,* [19] Where the terms of the statute do not admit of any ambiguity patent or latent, it would be unreasonable to interpret them in the light of the alleged background of the statute and to attempt to see that their interpretation conforms to the said background: See *Sales-tax Officer, Banaras v. Kanhaiyalal Mukandlal Saraf,* [20] and *State of West Bengal v. B.K. Mondal and Sons* [21] and *Narendra Nath Sircar v. Kamal Basini Dasi,* [22]

13. Yet, the Courts in India have ignored the warning and though at the next chance we begin, without any better replacement to offer, to compete in condemning the judicial-system-functioning and the rules of statute construction as a hangover of Birtish imperialism, the provisions of Section 39 have been the victim of being construed not upon their own but with the aid of some Scottish and English decisions which, to my humble mind, had long ceased to be

relevant. So, a Full Bench of the Kerala High Court in *Sarojini Amma v. Neelakanta Pillai,* [23] did not discuss the provisions of Section 39 and simply agreed with the decisions in *Ramballav Dhandania v. Gangadhar Nathmall,* [24] and *D. Mohanvelu Mudaliar v. Indian Insurance and Banking Corporation Ltd.,* [25] and In *re Baron Kensington: Earl of Longford v. Baron Kensington,* [26] and observed that a nomination only gives a bare right to collect the policy money on the death of the assured. I will be referring Ramballav (supra) and Mohanvelu (supra) a little later. But Kensington (supra) has nothing to do with insurance. The Court in fact meant to refer to In re A Policy Number 6402 of the Scottish Equitable Life Assurance Society (1902) 1 Ch D 282. In that case, one A in 1850 took out a policy "on his own life for behoove of B", entitling B, her executors, administrators and assigns to receive the policy money on the death of A. A married B in 1852. B died in 1870 but A continued to pay the premium till he died in 1900. It was held that at law the legal personal representatives of B would be the person entitled to receive the money and give a receipt for it, but in equity the money belonged to the legal personal representatives of A.

14. To put it in terms of Section 39 of the Act, B the nominee died during the lifetime of A, the assured, and therefore, the heirs of the nominee had nothing to succeed to. This decision does not in fact support the view that nominee is mere agent to collect the policy amount. Moreover, this case was decided on the analogy of the law relating to what we call benami transactions. Here I may also refer to another celebrated decision, *Barclays Bank Ltd. v. Webb,* [27] , in which, after an examination of most of the relevant cases, it was observed that the whole question depends upon the true construction of the particular policy. Upon a scrutiny of the contract of insurance in question it was found that a father took out a policy for and on behalf of his Infant son providing, inter alia, that (i) the interest of the father will disappear as soon as the assured attained the age of 21 years, (ii) if the assured died before attaining that age, the policy money will be paid to the father, and (iii) if the assured died after attaining that age, the money will be paid to the personal representatives of the life assured. It was held that the father had constituted himself into a trustee. These are more or less the conditions attached to a nominee in Section 39. That apart, these are cases in which the insurance was not on one's own life and were governed entirely by terms of the contract and not by a statute like the Act which prevails over contract and equity both. The English Courts were concerned with the

interpretation of the specific contracts and not the terms of the statute. It is not desirable to apply their ratio to the terms of Section 39.

15. In Raja Ram v Mata Prasad, AIR 1972 Allahabad 167 (FB) (Paras 15 and 19), Kesari Devi (supra) was neither overruled nor disapproved. It was just distinguished. Yet, it was held that the benefit secured by the policy forms part of the estate of the deceased policy-holder and, therefore, his creditors can realize their loan from the money paid to the nominee, the nominee being a legal representative. No trust is created in favor of the nominee. True, Section 39 does not talk in terms of a trust. But where does it say that the policy-holder shall be deemed to have constituted himself into a trustee for his legal heirs? It is not possible to presume that he could have intended no beneficiaries other than his legal heirs whether there be any or not and whether he liked them or not. The limited question in these two Full Bench cases was whether the creditors of the deceased could pursue the amount in the hands of the nominee. The simple answer then before the amend-ment of the Civil Procedure Code was that they could, not because, after death the estate of the deceased continues to vest in the deceased but because like all heirs and legatees the nominee succeeds to the estate with all its plus and minus points. However, after the amendment in the Civil Procedure Code all such decisions appear to have been devalued.

16. Now, to the Division Bench decisions. In *D. Mohanvelu Mudaliar v. Indian Insurance and Banking Corporation Ltd. Salem,* [28] D took out a policy and nominated his wife S as the person entitled to receive the moneys under the policy in case of his death. The Bank obtained a decree on 8-11-1948 and attached the policy. D died on 23-7-1949. S. died on 26-7-1949. Daughters of D filed a claim that the money could not be attached. It was held that it could be, 'Nomination' and 'nominee' are not strictly speaking terms of art. 'Nominated' means only to name and it is in every instance a question of mixed law and fact as to what the intention is. If it is not construed as a trust under the provisions of the Married Women's Property Act, the nominee would receive the policy amount subject to the same liabilities as in case of beneficiaries under a disposition by will. It was further observed in paras 34 and 35 that the words 'payable to my wife' are equal to 'for the benefit of the wife". Even then it was held that, the policy money belongs to the personal representatives of the assured because it was a nomination simplicities and the terms of the

nomination did not show that the policy in question created a trust. These observations are contrary to the holding that it was a testamentary disposition. What Section 39 does is to create a statutory testament which can be defeated only by a will, cancellation or assignment made subsequent to the nomination.

17. In para 15 of *Smt. Shanti Devi v. Shri Ramlal,* [29] it was remarked that a nomination under Section 39 merely gives the right to the nominee to receive the assured amount without creating any interest in the nominee. There is no discussion, however, why it was so.

18. Let us then turn to the Division Bench decision of this court in *Amarjit Kaur v. Fauja Singh, R.F.A. (OS)* [30] in an appeal against the judgment of Gill, J. in *S. Fauja Singh v. Kuldip Singh,* [31] One J had a son K and a daughter A. A was married to T son of F. A plot of land was purchased in the name of K and T. Two portions were separately constructed. T. died leaving the widow A, a daughter and the mother. A remarried. The question arose whether T was a benamidar of F or of A. F contended that it was he who had invested the money out of (1) savings, (2) loans and (S) insurance amount of the life policy of T in which F was the nominee and A had collected the amount on the authority given by F. The court held that neither of the parties can claim the benefit of showing that it financed the construction and upheld that T was a benamidar of F who was the true and real owner. However, it was observed that all that the nominee acquires in a policy of insurance is a personal right to collect the money secured by the policy without the question of the title thereto being settled. Mr. Behl urged and correctly that the observations are obiter and although they are entitled to great respect, yet do not bind as the obiter of the Supreme Court does. I may here quote what B.N. Banerjee has said in this connection in his Law of Insurance, 3rd Edition, (1980), page 391 :-

"The current view, however, is to hold the nominee not merely a trustee or a collector of the insurance policy amount but as a real person entitled to the same. Such a view, which is obviously the correct view, has come from the High Court of Delhi in *S. Fauja Singh v. Kuldip Singh,* [32]

19. Out of the single Bench cases. I will begin with *Amar Das v. Dadu Dayalu,* There was nomination followed by a will in favor of the nominee. In probate proceeding a question arose whether any court-fee was payable on the insurance amount. It was held that it was. The money payable under the policy should be

treated as testator's assets because policy holder continues to be the owner up to the end of his life. A nominee does not become the owner of the money payable under the policy by reason of the nomination. But the decision stops short of saying in what capacity the money is received by the nominee.

20. In *Ramballav Dhandhania v. Gangadhar Nath Mall,* [34] R obtained a decree against N in January, 1953. N insured his life in March, 1953 and nominated his wife and son-in-law as the persons to receive the moneys under the policy in the event of his prior death. N died. R attached the policy in execution of the decree. It was held that the policy could be attached for the following reasons:

(1) Protection under Section 6 of the Married Women's Property Act was not available to the wife and the son-in-law as his was not a case of wife and/or of children but a case of joint nominees to which Section 39 applied (para 13), and

(2) Sub-section (6) of Section 39 confers on the nominee the right to receive the insurance money as between such nominee and the insurer but does not provide for the title or ownership of that money in general. It only provides for an expeditious discharge of the liability of the insurer. It does not say that the amount secured by the policy shall belong to such nominee but uses the words "shall be payable" to such nominee. A nominee does not become the owner of the money payable to him. Such nomination only indicates the person who should receive or collect the money, should the owner die A receiver of money does not become the owner of the moneys. para 8)

21. With profound respect, one may ask what the basis of these conclusions is? The statute provides what it does. Where does it say that the nominee will not take absolutely and that if is only a device to protect the insurer? The use of the expression "shall be payable" in sub-section (6) does make no difference| because, (i) the same phrase is used for the policy-holder as well, (ii) because in D. Mohanvelu (supra) "shall be payable" were held as equal to "for the benefit of", and (in) because the draftsman used the phrases "shall be payable", "shall be paid" to convey the same effect

22. Brahmamma v, Kandula Venkataramana Rao, AIR 1957 Andhra Pradesh 757, did say that the title does not pass to the nominee by reason of the nomination. Consequently, the nominee gets the property in the policy subject to all the liabilities of the policy-holder. Respectfully, I agree with the conclusion, but not with the reason.

23. In *Life Insurance Corporation of India v. United Bank of India Ltd.,* [35] it was argued and correctly that the nominee acquires title to the money after the policy matures and if he dies after the money had become payable to him, it will be paid to his heirs and legal representatives - it will go to the nominee's estate. This argument was rejected on the ground that sub-section (5) of Section 39 was superfluous and because sub-section (6) confirms that the nominee does not acquire any title to the money. How come? Not because the statute but because the judicial precedents have said so. As a matter of fact, the observations were obiter because the court had found that it was not a case of life insurance.

24. In *Malli Dei v. Kanchan Prava Dei* [36] it was held that nominee is merely a trustee on behalf of all the heirs. The emphasis is on "payable" in sub-section (6) of Section 39, and sub-section (1) does not say that the nominee acquires title to the amount to the exclusion of all the heirs. I have already commented that 'payable' makes no difference in determination of the rights of the nominee. As I see it. Section 39 purports to exclude everyone except the nominee.

25. *Atmaram Mohanlal Panchal v. Gunavantiben.* [37] holds that the person named in the policy as a nominee has a right merely to receive and collect the moneys on behalf of the original claimants. The court did not Specify as to who are the persons who could be called the original claimants. The reason advanced was that if the benefit of the contract of insurance formed part of the estate of the policy-holder during his lifetime, how does it cease to be a part of his estate on his death and become a part of an estate of the nominee? But it does always happen in all cases of succession. The position of a nominee is no different from that of a legatee. Estate is just a comprehensive term for credits subject to all liabilities.

26. *Smt. Saraswati Bai v. Smt. Malati* [38] holds that by reading sub-sections (1) and (6) of Section 39 it is clear that the sum secured by the policy shall be payable to his heirs in the event of the death of the assurer (sic). In *Smt, Raj v. Devi Ditta Mal* [39] it was thought that a combined reading of sub-sections (5) and (6) of Section 39 shows that a nominee is in the nature of a trustee who receives the money due under a policy and keeps it for the benefit of the legal heirs of the deceased. Like all other cases these two cases are also reading something which is not contained in the said sub-sections. There is nothing in them to suggest that the nominee is a trustee. As already analysed in great detail in the

beginning, the said sub-sections lay down to the contrary. Sub-section (1) directs that the money shall be paid to the nominee. Sub-section (6) further clarifies the same position that if a nominee or nominees survive the insured, he or they shall get the amount. Sub-section (5) deals with the situation where the nominee dies in the lifetime of the assured. I do not quite see any scope for supplying anything by the court in these provisions.

27. Upon a survey of these decisions, I am of the view that the majority of the courts have read the statute negatively and have implied what was never intended. Limitations and restrictions have been imposed where none was desired. And support was sought from outside and unrelated decisions for the predetermined conclusions which are against the categorical and clear statutory provisions and the will and the intention of the deceased. I have no hesitation in holding that the nominee takes the money by way of statutory testamentary disposition. He is not a trustee for or an agent of the heirs or successors of the assured, nor is the insurance money available to any creditor.

28. I, therefore, dismiss this appeal. There shall be no order as to costs.

Appeal dismissed.

Cases Referred.

1. AIR 1953 Allahabad 721,

2. AIR 1956 Calcutta 275,

3. AIR 1957 Madras 115,

4. AIR 1957 Andhra Pradesh 757,

5. AIR 1958 Allahabad 569,

6. AIR 1961 Kerala 126 (FB).

7.AIR 1970 Calcutta 513.

8. AIR 1972 Allahabad 167 (FB),

9. , AIR 1973 Orissa 83,

10. AIR 1976 Allahabad 64,

11. AIR 1977 Gujarat 134.

12. AIR 1978 Karnataka 8,

13. (1979) 49 Com Cas 361 (Punj).

14. AIR 1962 Allahabad 355,

15. AIR 1977 Madras 72,

16. AIR 1962 Allahabad 355,

17. AIR 1963 Madras 245 (para 13),

18. AIR 1947 PC 113

19. AIR 1928 PC 2.

20. AIR 1959 Supreme Court 135,

21. , AIR 1962 Supreme Court 779,

22. (1896) ILR 23 Cat 563 (PC).

23. AIR 1961 Kerala 126 (FB),

24. AIR 1956 Calcutta 275,

25.AIR 1957 Madras 115,

26.(1902) 1 Ch D 203,

27. (1941) 1 Ch D 225

28. AIR 1957 Madras 115, (Paras 11, 13, 31 and 32),

29. AIR 1958 Allahabad 569,

30. 12 of 1978, decided on October 10, 1980,

31. AIR 1978 Delhi 276,

32. AIR 1978 Delhi 276."

33.AIR 1953 Allahabad 721.

34. AIR 1956 Calcutta 275.

35. AIR 1970 Calcutta 513,

36. AIR 1973 on 83,

37. AIR 1977 Gujarat 134,

38. AIR 1978 Karnataka 8,

39. (1979) 49 Comp Cases 361 (Punj),