

# **BOMBAY HIGH COURT**

Amy F. Antia

Vs

Controller of Estate Duty

(M J Rao, C.J. M Chandurkar, J.)

27.07.1982

## **JUDGMENT**

### **Chandurkar, J.**

1. The deceased, late K. F. Antia, was an Engineer in the employment of Messrs. M. N. Dastur & Co. Pvt. Ltd. (hereinafter referred to as "Dastur & Co.") since 1960. He died in an air crash on 28th May, 1968. The main question which arose in the course of estate duty proceedings on his death was whether an amount of Rs. 68,400 which was payable on the death of the deceased in pursuance of a group insurance policy taken out by the employer, Dastur & Co., was liable to be included as a part of the property which passed on the death of the deceased.

2. The employer, Dastur & Co., had taken a group insurance policy with the Universal Fire and General Insurance Co. Ltd. and the Indian Mercantile Insurance Co. Ltd. together called as "Combine" on the lives of the permanent members of the staff of Dastur & Company. The policy is annex. E and is described as "personal accident (group) policy". The employer, Dastur & Co., is described in the policy as the "insured". We shall, for the purposes of convenience, refer to the "combine" as the "insurer". The persons in respect of whom the insurance was effected, that is, the employees of Dastur & Co., are referred to as "insured persons" in the policy. In the schedule to the policy, the insured persons are described as follows :

"All employees of the insured on the pay roll of the company as at 1-12-65 and all persons employed subsequent to the aforesaid date during the period of currency of the policy."

3. The duration of the policy which was originally 1st December, 1965, to 1st December, 1966, has been renewed from time to time and the policy in force on the date of death of the deceased was for the period 1st December, 1967, to 1st December, 1968. By later endorsements the employees have been divided into two parts -

(i) Employees whose salary is below Rs. 11,000 per annum.

(ii) Employees whose salary is above Rs. 11,000 per annum.

4. Under the terms of the policy different sums are payable by the insurer in the case of death or bodily injuries specified in the policy. The policy provides that if the insured person sustains any bodily injury resulting solely and directly from an accident caused by an outward, violent and visible means, then the insurer shall pay to the insured the sums specified in the policy. If the injury, was within six calendar months of the occurrence, the sole and direct cause of death of an insured person, the insurer is to pay the capital sum insured stated against the name of the insured person. According to the memorandum, the "capital sum insured" is fixed at twice the amount of annual salary paid to all employees of the insured during the period of insurance. Clause 3 of the memorandum deals with payment of compensation and reads as follows :

"payment of compensation - In the event of a claim arising under the policy the compensation payable will be determined on the basis of the capital sum insured in respect of the person suffering death or injury being twice the annual salary drawn by the said person on the date of occurrence of the accident."

5. We are not concerned with the other clauses prescribing the extent of the amount payable by the insurer to the insured such as loss of sight of both eyes or of the actual loss by physical separation of two entire hands or two entire feet or one entire hand or one entire foot or loss of sight of one eye or of the actual loss by physical separation of the entire hand or one entire foot of the insured person. The policy also provides for payments in respect of which the insurer shall not be liable. There s a proviso in the policy on which reliance has been placed both on behalf of the accountable person and the Revenue and it is, therefore, necessary to reproduce it. It reads as follows :

"Provided also that the due observance and fulfilment of the terms and conditions of this policy (which conditions and all endorsements hereon are to be read as part of this policy) shall so far as they relate to anything to be done or not to be done by the insured and by the/an insured person specified in the schedule here to be a condition precedent to any liability to the combine under this policy :

Provided further that the insured alone shall have the sole and exclusive right of receiving any payment or of enforcing any claim under this policy. Save as aforesaid no person whether specified in the schedule hereto or not shall acquire any right whatsoever against the combine under or by virtue of this policy."

6. It appears that even prior to 1965, the Personal Accident (Group) Insurance was also in operation. Dastur & Co. issued an office circular dated 21st December, 1962. Clause 1 of that circular reads as follows :

"The company has now made arrangements with an insurance company by which compensation is payable, in case of occupational accidents within or outside India resulting in permanent disablement or death. This personal accident (24 hours coverage) insurance includes travel accident and is provided at company's expenses for all employees of M. N. Dastur & Co. Pvt. Ltd.

These arrangements apply only to permanent employees of the company and do not cover their wives and children."

7. By cl. 2 of the said circular it was made clear that the compensation payable by the insurance company in each case would be equivalent to two years' salary of the individual concerned at the time of accident resulting in a claim under the policy. Other forms of remuneration such as allowances, bonus and the like were excluded in determining the salary for this purpose. Under cl. 3 it was made clear that personal accident insurance would automatically cease to apply to any insured person upon termination of employment. Clauses 4 and 5 of the circular read as follows :

"4. In addition to the above arrangements staff are at liberty to arrange additional insurance cover at their own cost if they so desire.

5. The benefits enjoyed by staff under this scheme are ex gratia in character and may be withdrawn or modified at the sole discretion of the company."

8. In pursuance of the insurance policy, a sum of Rs. 68,400 was payable on the death of the deceased, being equivalent to twice the amount of the total annual salary of the deceased. The amount was paid by Dastur & Co. by cheque to the estate of the deceased. The accountable person, however, did not declare this amount for the purpose of assessment of estate duty on the ground that the amount was not dutiable. The claim that the said amount was not dutiable was rejected by the Asst. Controller of Estate Duty.

9. It appears that in a matter dealing with probate duty, the nature of the receipt of the amount of Rs. 68,400 in the hands of the accountable person came up before this court in Petition No. 556 of 1969, in its testamentary and intestate jurisdiction. The question was whether this amount should be shown in sch. I of the petition. On a consideration of the terms of the policy, Desai J. held that under the policy the amount was not payable to the dependants of the deceased employee and the employers were the insured under the policy and they alone were entitled to

lodge a claim under the said policy. The learned judge observed that neither under the said policy nor under a legally binding scheme were the dependants entitled to receive the amounts from the employers which were ex gratia in character and were at the sole discretion of the employers. The learned judge recorded a finding that "... the estate of the deceased or the heirs of the deceased had no legal right in respect of the amount due under the insurance policy and what the petitioner has received is purely a voluntary payment on the part of M/s. M. N. Dastur & Co. Pvt. Ltd." and the said amount of Rs. 68,400 was not liable to be included in sch. I and it did not form part of the estate of the deceased.

10. When the order of the Asst. Controller of Estate Duty was challenged in appeal by the accountable person, reliance was placed on this order of Desai J. made in the probate proceedings. The Appellate Controller, however, took the view that the decision not having been given in an estate duty matter could not be invoked by the accountable person. He further held that merely because the circular dated 21st December 1962, described "that the payment would be ex gratia", it did not mean that the payment was voluntary and the deceased did not have any right in it. He held that the deceased had an interest in the policy which was property and he was competent to dispose of his interest and that interest would be deemed to pass on his death. He, therefore, held that the sum of Rs. 68,400 was dutiable.

11. when the matter was taken to the Income-tax Appellate Tribunal, the Tribunal took the view that Dastur & Co. was acting on behalf of the staff of the company in providing the insurance at its own expense; that the said Dastur & Co., in consideration of the services rendered by its employees, was providing the staff the insurance benefit; that since the consideration can be said to have moved from the members of the staff, the insurance policy in its turn can be said to have been taken by the members of the staff themselves; the since the benefit was not in fact withdrawn by the company in the relevant year, it can be said that the members of the staff had a right to expect that the compensation would be paid to their estate in case of death due to accident and they had, therefore, a interest in the policy of insurance which would be interest in the property within the meaning of s. 2(15) of the E.D. Act; that it may also be said that the said Dastur & Co. acted as agents of its employees in taking out the group insurance policy as indeed it would be the company that normally takes out such insurance policy and not the individual members of the staff; that the real persons who had interest in the policy were employees themselves and further that there was no resolution passed by the company and no other legal formality was observed at the time of making the payment which shows that the company as such had no interest in the insurance policy and the persons who had interest in the insurance policy were the employees of company. In view of these findings, the Tribunal also confirmed the views of the Asst. controller and the Appellate Controller.

12. A sum of Rs. 50,000 was also paid to the estate of the deceased by Garuda International Airlines in accordance with the provisions of the Indian Carriage by Air Act, 1934, on account of compensation for the loss of life of the deceased in the said aircraft. This amount was also added by the Asst. Controller and the Appellate Controller to the estate in respect of which duty was paid. The Tribunal, however, took the view that so far as compensation received from Garuda Airways was concerned, it was a mere right of action and, therefore, could not be said to be property passing on the death of the deceased. On the finding that right to property came into existence after the death of the deceased, the Tribunal held that the compensation received from Garuda Airways could not be included in the dutiable estate of the deceased. It, however, found that two items of Rs. 3,846 and Rs. 2,308, with which we are not concerned, were admittedly liable to estate duty and, therefore, the only amount which could not be considered was Rs. 43,846.

13. Arising out of this order of the Tribunal two questions, one at the instance of the accountable person and the other at the instance of the Revenue, have been referred to this court under s. 64(1) of the Estate Duty Act. They are as follows :

"(1) Whether, on the facts and in the circumstances of the case, the sum of Rs. 68,400 payable on the death of the deceased in pursuance of the insurance policy is liable to duty under the Estate Duty Act, 1953 ?

(2) Whether, on the facts and in the circumstances of the case, the compensation amounting to Rs. 43,846 out of the compensation amount of Rs. 50,000 received by the accountable person as per the provisions of the Indian Carriage by Air Act, 1934, on the death of her husband is dutiable under the Estate Duty Act, 1953 ?"

14. We shall first deal with the question as to whether the sum of Rs. 68,400 payable on the death of the deceased in pursuance of the insurance policy is liable of duty under the E.D. Act, 1953. At the outset, it may be pointed out that it was not the case of the Revenue that the said amount of Rs. 68,400 passed on the death of the deceased under s. 5(1) of the E.D. Act. The Revenue has based its case for making this amount liable to estate duty on s. 6 and alternatively on s. 15 of the E.D. Act.

15. Mr. Dastur, appearing on behalf of the accountable person, has contended that under the Personal Accident (Group) Policy, the deceased had no disposable interest at all because, firstly, the insurance policy does not create any right in favour of the insured person and, secondly, the amount is payable at the discretion of the employer. Our attention has been invited to the terms of the proviso which was have reproduced earlier and the learned counsel for the accountable

person laid great stress on the express terms of the proviso which provided "that the insured alone shall have the sole and exclusive right of receiving any payment or of enforcing any claim under this policy". The learned counsel pointed out that the position that no person other than the insured, that is, Dastur & co., could make any claim against the insurer became further clear from the express provision made in the policy that "save as aforesaid no person whether specified in the schedule hereto or not shall acquire any right whatsoever against the combine under or by virtue of this policy". The first limb of the argument of the learned counsel for the accountable person, therefore, was that in view of the express bar created in terms of the above-referred clauses of the policy of insurance, the estate of the deceased could not have filed any suit against the insurer and further such a suit could not have been filed because the insured person was not a party to the contract of insurance. For the latter proposition, Mr. Dastur has relied on the decision of the Supreme Court in M. C. Chacko v. State Bank of Travancore, . The Supreme Court in that decision has pointed out (p. 507) :

"It is settled law that a person not a party to a contract cannot, subject to certain well-recognised exceptions, enforce the terms of the contract : the recognised exceptions are that beneficiaries under the terms of the contract or where the contract is a part of the family arrangement may enforce the covenant."

16. After referring to the decision in Krishna Lal Sadhu v. Promila Bala Dasi , the Supreme Court observed as follows (p. 508) :

"Under the English Common Law only a person who is a party to a contract can sue on it and that the law knows nothing of a right gained by a third party arising out of a contract : Dunlop Pneumatic Tyre Co. Ltd. v. Selfridge and Co. Ltd. [1915] AC 847 (HL). It has, however, been recognised that where a trust is created by a contract, beneficiary may enforce the rights which the trust so created has given him. The basis of that rule is that though he is not a party to the contract, his rights are equitable and not contractual. The Judicial Committee applied that rule to an Indian case, *khwaja Muhammad Khan v. Husaini Begam*<sup>1</sup> In a later case, *Jamna Das v. Ram Autar*<sup>2</sup> the Judicial Committee pointed out that the purchaser's contract to pay off a mortgage debt could not be enforced by the mortgagee who was not a party to the contract. It must, therefore, be taken as well settled that except in the case of a beneficiary under a trust created by a contract or in the case of a family arrangement, no right may be enforced by a person who is not a party to the contract."

17. Relying on this decision, Mr. Dastur has contended that not only is the insured person not a party to the contract of insurance and, therefore, the estate of the deceased person could not have

filed a suit in order to recover the insurance amount payable by the insurer to the insured, but a special provision of the contract of insurance between the insured and the insurer specifically provided that no person other than the insured acquired any right whatsoever against the combine under or by virtue of the policy.

18. Before we refer to the other part of the argument, namely, that even as between the insured and the insured person there was no obligation on the part of the insured to pay any moneys to the insured person or his estate and it was solely within the discretion of the insured to pay moneys received by the insured under the policy to the insured person or his estate, we would like to make it clear that the Revenue has not based its case before us on any right by the insured person or his estate directly against the insurer or the company. It is obvious that the insured person is not a party to the contract of insurance and not being a party to that contract and even otherwise especially in view of the specific provision made in the contract of insurance that no person other than the insured will have any right against the insurer, neither the insured person nor his estate can have any kind of right which can be enforced against the insured.

19. Coming to the argument that the deceased had no disposable interest and that the amount, if any, was payable exclusively at the discretion of the employer, namely, Dastur & Co., it is obvious that the learned counsel for the accountable person wanted to steer clear of the provisions of s. 6 of the E.D. Act. Section 6 of the E.D. Act provides as follows;

"Property which the deceased was at the time of his death competent to dispose of shall be deemed to pass on his death."

Section 3(1)(a) of the E.D. Act indicates as to when a person shall be deemed competent to dispose of property. It provides that for the purposes of the E.D. Act, a person shall be deemed competent to dispose of property if he has such an estate or interest therein or such general power as would, if he were sui juris, enable him to dispose of the property.

20. In *CED v. Alope Mitra*, the Supreme Court has pointed out the distinction between s. 5(1) and s. 6 of the E.D. Act. In that decision the Supreme Court has pointed out that the object of s. 6 is to catch properties in the net of s. 5(1) which do not really pass on the death of a person. For instance, property comprised in a revocable gift is property which the donor is competent to dispose of whether the gift is revoked or not and will be covered by s. 6, and similarly property in respect of which the deceased had a power of appointment will also fall within s. 6. It was pointed out that s. 6 is in addition to or supplemental of the provisions of s. 5(1) which is a charging section and that s. 6 is merely subsidiary and supplementary and when s. 6 has brought property within the charge of duty "either alone" as in the case of competency to dispose of under

s. 6, which could not be supposed to "pass on death" or concurrently with s. 5, its function is at an end. Section 6 of the E.D. Act is analogous to the provisions of s. 2(1)(a) of the English Finance Act of 1894. Summarising the scope of s. 2(1)(a) it is observed in Dymond's Death Duties, 14th edn, at p. 413, as follows :

"Estate Duty is chargeable under s. 2(1)(a) of the Finance Act, 1894, in respect of any benefits (whether in the form of lump sums or annual payments) under a scheme where either (i) the benefit is payable to the deceased's legal personal representatives as of right, or (ii) the deceased had a general (not a limited) power to nominate the beneficiary, whether exercised or not - except where the deceased had in his life-time irrevocably nominated the beneficiary or could have revoked such a nomination only with the consent of, for example, the trustees of the scheme. In such circumstances, the sums payable, being property of which the deceased was competent to dispose, are always aggregable. It is immaterial whether the deceased contributed to the scheme. Personal representatives are not entitled 'as of right' if the payments can be withheld from them at the discretion of any person exercisable after the death."

21. These observations have been relied upon by Mr. Dastur in support of his contention that unless the estate of the deceased could, as of right, claim the insurance amount, the amount in question could not be made liable to duty under s. 6 of the Act. Another limb of the same argument was that the payment of the insurance amount to the legal representatives or the estate of the deceased being at the discretion of Dastur & Co., they could not be said to be entitled to the insurance amount as of right.

22. Mr. Dastur has mainly relied on cl. 5 of the circular which we have reproduced above and it is argued before us that cl. 5 specifically provides that the benefits enjoyed by the staff under the scheme are ex gratia in character and may be withdrawn or modified at the sole discretion of the company. On this clause it is sought to be canvassed before us that though the insurer is bound to pay the insured, namely, Dastur & Co., the agreed amount on the happening of any of the events specified in the personal accident policy, in so far as the payment of that amount either to the insured person in the case of an accidental injury not resulting in death or to his legal representatives or estate in the case of the accidental injury resulting in death is concerned, it is solely in the discretion of the insured, namely, Dastur & Co. This cl. 5 of the circular, according to the learned counsel, clearly indicates that there was no obligation on the part of Dastur & Co. to pay the insurance amount to the insured person or his legal representatives or his estate. The learned counsel has gone as far as to contend that there may be a moral obligation inasmuch as since the amount has been received on account of the injury suffered by the insured person, the insured would in all probability pay the insurance amount to the insured person or his legal

representatives, as the case may be, and in so far as the insured person or his legal representatives are concerned, according to the learned counsel, there may be an expectation on their part that they will receive the amount of insurance received by the insured from the insurer, but the scheme, as indicated in the circular, does not carry the matter beyond a mere expectation on the part of the insured person.

23. Heavy reliance has been placed by Mr. Dastur on the decision of the Andhra Pradesh High Court in *Smt. Lakshmisagar Reddy v. CED*, in which on a construction of r. 73 of the Indian Airlines Corporation Employees' Service Rules, the Andhra Pradesh High Court took the view that in a case governed by r. 73, there was no guarantee that the Corporation would certainly pay any sum either to the nominee or to the legal representatives of the deceased as the conditions envisaged in r. 73 have to be satisfied and the right to nominate a person or persons who would be entitled to receive the compensation payable by the Corporation under r. 73 cannot be equated to any right, if any, of the deceased to dispose of the compensation amount at the time of his death, thereby ruling out the applicability of s. 6 of the E.D. Act. We shall refer to this decision in detail a little later, but at this stage it is enough to mention that apart from this decision, the learned counsel has also relied on the decision in *re J. Bibby & sons Ltd., Pensions Trust deed : Davis v. IRC*<sup>3</sup> and the decision in *In re Miller's Agreement : Uniacke v. Attorney-General*<sup>4</sup> in support of the proposition that where the payment of an amount is within the discretion of somebody, there is no right which can be enforceable. A reference was also made to a decision of the Rangoon High Court in *Solomon v. Official Assignee*, AIR 1939 Rang 8, in which it has been held that the transfer of the chance of receiving a gratuitous payment at the discretion of an employer for services, being or about to be rendered consists of a possibility which is a purely fortuitous possibility and such a transfer is as of a like nature to the mere expectation or purely fortuitous possibility of succeeding to the whole or some part of an estate and as such is prohibited under s. 6 of the Transfer of Property Act.

24. Mr. Joshi appearing on behalf of the Revenue has mainly based the case of the Revenue on the circular dated 21st December, 1962, read with the policy of insurance. The learned counsel contended that the circular is to be treated as a part of the contract of employment and it was argued that the policy in question is not employer's liability policy, it is not an indemnity policy, but it is a personal accident policy, which by its force was intended as a means whereby the policyholder, that is, Dastur & Co., secured various benefits for the insured persons as specified in the policy. Mr. Joshi contended that the policy itself contemplates that even the insured persons have to observe certain conditions because while referring to the due performance and fulfilment of the terms and conditions of the policy, it was specified in the proviso that "so far as they relate to anything to be done or not to be done by the insured and by the/an insured person

specified in the schedule hereto be a condition precedent to any liability to the combine under this policy". It was pointed out that if the benefits under the policy are to be received, even the insured person has to observe and fulfil the terms and conditions of the policy and this is to be a condition precedent to a liability of the insurer under the policy. With regard to the clause which expressly prohibits any person other than the insured acquiring any right under the policy, Mr. Joshi pointed out that it was merely a machinery to give a discharge to the combine as it would be inconvenient to deal with the individual employees separately. According to the learned counsel, reading the policy as a whole, it secured benefit to the insured person named in the schedule and the capital sum payable on the death of the insured person is intended by the policy to be a benefit to the insured person's estate and is not intended for the pocket of the insured. The learned counsel argued that the terms as a whole show that the parties envisage the payment of a capital sum to the insured and payment of it by the insured to the insured person, with the result that the payment was to be channelised through Dastur & Co. The intention to benefit the insured person was also spelt out from the circular which, in cl. 2, provided that the compensation payable by the insurance company in each case will be equivalent of two years' salary of the individual concerned at the time of the accident resulting in a claim under the policy. Reference was also made to cl. 4 of the circular in which it was mentioned that "in addition to the above arrangements", the staff were at liberty to arrange additional insurance cover at their own cost, if they so desire. The argument was that the employees were positively told that they had been covered by insurance but that they were at liberty to arrange for an additional cover and thus they had a right to the benefit of the insurance scheme. With regard to cl. 5 which stated that the benefit enjoyed by the staff under the scheme were ex gratia in character and might be withdrawn or modified at the sole discretion of the company, the argument was that this clause did not vest any discretion in the insured to hold back the payment once it is received from the insurer. The learned counsel contended that when it was stated that the benefits were ex gratia in character, read in the light of the fact that liberty was reserved by the employer to withdraw or modify the scheme, it could only be read as meaning that if the employer so desired, he would not continue the insurance cover or the policy. So far as the decision of S. K. Desai J., given in the exercise of testamentary and intestate jurisdiction, was concerned, it was pointed out that decision did not preclude a fresh consideration in this reference of the correct position of law and that so far as that order was concerned, the provisions of s. 6 has not become relevant. Mr. Joshi has referred us to two decisions which deal with the nature of a personal accident insurance policy and what is the nature of the right which an insured person has got in a personal accident policy. The two decisions are *Muthiah v. CED* and *Bharatkumar Manilal Dalal v. CED* .

25. The real question which falls for consideration in the present reference in so far as question No. 1 is concerned is; What was the nature of the right which the deceased had, if at all, as a

result of his employer taking out a personal accident (group) policy ?

26. It would be proper to consider the nature of the right, if any, of the deceased for the time being without any reference to the provisions of the E.D. Act. Personal accident (group) insurance policy is a very common policy which is taken out by employers and any decision of the question as to the nature of the right of the employee for whose benefit such policies are taken out must be arrived at without being affected by the ultimate result with regard to the nature of this right in attracting or otherwise the liability to estate duty. We, therefore, propose primarily to deal with the nature of the policy read with the circular issued by Dastur & Co. in order to find out whether the deceased could have any right against the insured, that is, the employer, Dastur & Co., either in the case of a bodily injury which may not have resulted in death or, as has now unfortunately happened, in the circumstances in which death has resulted from an accident while he was in employment.

27. A contract of insurance may be classified in three different ways : (1) according to the nature of the event on which the sum insured becomes payable, (2) according to the nature of the interest affected, and (3) according to the nature of the insurance. In the first class of cases fall marine insurance, fire insurance, life insurance and accident insurance (See General Principles of Insurance Law by E. R. Hardy Ivamy). In the case of life insurance, the sum insured becomes payable on death and in the case of accident insurance, the sum insured becomes payable on the happening of any other event. Dealing with the second category of cases, that is, according to the nature of the interest affected, the learned author has observed as follows at p. 6 :

"The different classes of insurance are distinguished according to the manner in which the assured is prejudiced by the happening of the specified event. He may die or suffer personal injury, his property may be lost or damaged, or he may be involved in liability.

a. Personal Insurance In this type of insurance the specified event operates on the person of the assured or that of a third party. This class of insurance comprises life insurance, personal accident insurance, and sickness insurance.

b. Property Insurance In this type of insurance the specified event operates on the property of the assured. It comprises marine insurance, fire insurance, burglary insurance, fidelity insurance, solvency insurance, and insurance against loss of property by other accidental causes, e.g., plate glass insurance, livestock insurance, licence insurance, and insurance against war risks.

c. Liability Insurance Here, the specified event imposes upon the assured a liability towards third persons. This class comprises the following :

i. Public liability insurance, e.g., insurance in respect of liabilities connected with particular buildings, motor vehicles, or machinery.

ii. Employers' liability insurance."

28. The learned author has under this head given two types of cases where contracts of insurance are according to the nature of insurance; (1) where the contract is not one of indemnity, and (2) where the contract is of indemnity. Under the heading "Contracts of Indemnity" the learned author has pointed out as follows (p. 8) :

"In this class of insurance the amount recoverable is measured by the extent of the assured's pecuniary loss."

29. It is pointed out that the measure of damages is the loss actually suffered by the insured in so far as it is not too remote.

30. As already pointed out, the insurance in the present case is not an insurance in the nature of a contract of indemnity. It is plainly a personal accident insurance and all that is required to be considered is : Merely because the employee has not paid the premium, does its nature change and become something different from a personal accident insurance in which the insured person himself has paid the premium ? Undoubtedly the object of personal accident insurance is to make a provision for payment of money in the event of the assured sustaining accidental injury. Under the heading "Personal Accident Insurance" in Halsbury's Laws of England, 4th edn., vol. 25, p. 310, the following appears :

"The object of personal accident insurance is to make provision for payment of a sum of money in the event of the assured sustaining accidental injury. It resembles life insurance and differs from other types of insurance in that it is not a contract of indemnity; it is merely a contract to pay a sum of money on the happening of a specified event, namely the sustaining by the assured of personal injury by such accidental means as may be defined in the policy. The event may involve the death of the assured, but the insurance is not for that reason a contract of life insurance. In the case of life insurance, the assured is bound to die some day, the uncertainty being as to the date when the death will take place. In the case of personal accident insurance, on the other hand, no accident may ever happen, and even if it does, there is no certainty that it will result in death or disablement to the assured."

31. The whole object of personal accident insurance, therefore, is to make a provision in case an accidental injury happens which may sometimes disable a person and affect his employment and

his earning capacity or in some cases it may result in death, and the injured person wants to make a provision for his dependants in case untimely accidental death occurs.

32. As pointed out in Muthiah's case , a personal accident policy is in the nature of a provision for the legal representatives and in the case of the death of the insured, the death benefit is payable to the legal representatives. In the case of such a policy where it is taken out by the deceased himself, he has a right to have the amount paid to his legal representatives after his death.

33. Now, when we come to the facts of the present case, the policy and the circular have to be read together. The policy expressly provides that in the case of an insured person suffering an injury, the insured will be paid the capital sum insured against the name of the insured person and, as already pointed out, the capital sum insured in respect of the person suffering death is twice the annual salary drawn by the said person on the death or occurrence of the accident. In the case of certain injuries suffered, as specified in cl. (b), the same amount is payable while in the case of certain injuries like irrecoverable loss of sight of one eye or the actual loss by physical separation of one entire hand or one entire foot, 50% of the capital sum insured is to be paid by the insured is to be paid by the insurer. The question to be asked is : How has the employer looked at the policy of insurance ? If the circular is properly read, it is obvious that the employer, namely, Dastur & Co. has treated this contract of insurance as a benefit to be made available to its employees who are the insured persons. The circular refers to the arrangement made as an arrangement under which compensation is payable in the case of occupational accidents. The object of the policy, even according to Dastur & Co., therefore, was that the compensation was to be paid to its employees who may suffer accidental injuries or, in case of death, the same compensation was to be paid and this could be paid only either to the estate or to the legal representatives of the employee. Clause 1 of the circular further declares that this personal accident insurance is provided at the company's expense for all employees. What is emphasised is that there is an insurance cover for all the employees which has been provided by the company itself at its own expense. Then it is specified that these arrangements apply only to permanent employees of the company. The circular specifies the amount of compensation, which will be equivalent to two years' salary of the individual concerned. Clause 3 is important and it declares that the personal accident insurance shall automatically cases to apply to any insured person upon termination of employment. It is clearly implied in this paragraph that the personal accident insurance will remain applicable to the insured persons during their employment. That this an insurance cover of the insured person himself is made clear in paragraph 4 where choice has been given to the employees to have additional cover, if they so like. The whole argument of the learned counsel for the accountable person seems to be based on cl. 5. But before we refer to the

reference to the ex gratia character of the insurance cover, it is necessary to point out that Dastur & Co. has itself treated these insurance covers as benefits under a "scheme" because what is stated in para 5 is : "The benefits enjoyed by the staff under this scheme are ex gratia in character ...." The employer itself, therefore, has treated the scheme of insurance as a scheme of benefits applicable to the employees during the term of their employment and those benefits were to cease on termination of employment. Now, when reference is made to the ex gratia character of the benefits, those words have to be read in the light of the fact that liberty was reserved to withdraw the benefits or to modify them. Now, what was the benefit which could be withdrawn or modified ? the benefit was under a scheme and the scheme was the scheme of personal accident insurance at the cost of the employer. It is no doubt true that the circular reserved complete discretion to the company to withdraw or modify the benefits. The ex gratia character of the scheme really lay in the fact that the scheme could be withdrawn or modified. In the case of withdrawal of the scheme, probably the employer would not have renewed the contract of insurance with the insurer. A modification of the scheme and the benefit under the scheme would be either with regard to the nature of the employees covered or with regard to the extent of the benefits. A modification may imply giving higher benefits or curtailing the benefits already being given. But it appears that the power to modify was reserved with a view to curtail the benefits because no such reservation would be necessary if some higher benefit is to be given. The ex gratia character was thus attached to the scheme as a whole and not to the benefit of insurance to be made available in individual cases. The reference to the ex gratia character of the benefits under the scheme of insurance was probably intended to rule out a claim by the employees to force the employer to continue the insurance scheme. That is the only limited ex gratia nature of the benefits under the scheme of insurance. But while the scheme of benefits of personal accident insurance is in force and while the policy of insurance is subsisting, we have not found anything in the circular which has the effect of reserving to the employer any discretion, much less absolute discretion, to withhold the benefits to which the insured person or, in the case of death, the insured person's legal representatives or there estate were entitled. The argument that the employer wanted to safeguard itself against a possible claim by an employee, who had suffered an accidental injury, or the legal representatives of the employee, who had met with accidental death, would mean that what is expressly a personal accident insurance policy is to be equated with an employer's liability insurance policy on the footing that it was a contract of indemnity which, on the face of it, the present is not. We fail to see what other purpose the circular could have had than to bestow benefits as of right on the employees when they are expressly told that they have now had an insurance cover at the cost of the employer, that they would be receiving compensation in the case of accidental injury or accidental death and that these benefits would be available only during the period of employment. Therefore, notwithstanding the fact that the contract of insurance between the insured and the insurer does not by itself create a right in the

insured person to claim any insurance moneys directly from the insurer, in view of the circular notifying that certain benefits have been given to the employees, in our view, there was clearly a right to benefit in the employees to claim moneys under the scheme of insurance from the insured, namely, the employer. Reading the circular along with the policy, therefore, we are clearly of the opinion that there was a right in the deceased in case he had suffered an accidental injury to claim the insurance cover from the employer. On the same principle, in the case of death of the deceased, the legal representatives or the estate would be entitled to claim the stipulated amount of compensation in respect of the death of the deceased.

34. Strictly speaking, on the view that a right to claim the benefit of insurance vested in the employees by virtue of the circular read with the insurance policy, and this conclusion must essentially be based on facts appearing in this particular case, we really need not deal extensively with the decisions cited on behalf of the accountable person in support of the proposition that where there is a discretion, a right is negated. However, since the matter has been exhaustively argued, we shall briefly refer to the decision relied upon by Mr. Dastur.

35. As already pointed out, the decision in Lakshmisagar Reddy's case, turned on the effect of r. 73 of the Indian Airlines Corporation Employees' Service Rules and Establishment Orders. The accountable person in that case was the widow of a captain in the Indian Airlines Corporation, who died in an air accident. The Corporation had paid to the deceased captain's wife a sum of Rs. 91,586, which included a sum of Rs. 74,960 towards compensation under r. 73 referred to above. Exemption from estate duty was claimed in respect of this compensation amount on the ground that the same was not property that passed to her on the death of her husband since the deceased had no vested or contingent interest in the compensation amount. Relying on a decision of the Delhi High Court in *CED v. A. T. Sahani*, the departmental authorities and the Tribunal negated the contention of the accountable person. In the reference it was contended before the High Court that the amount was not payable automatically to the widow of the deceased and at any time during his lifetime the deceased did not acquire any right in respect of the compensation amount and the employer had discretion under r. 73 to pay the compensation only when the accident was not attributable to the deceased's own negligence, default or breach of instructions. Rule 73 read as follows :

"In the event of death or disablement while on duty by an accident to an employee or in the event of loss or damage to the personal belongings caused while the employee is travelling on duty, the Corporation may pay compensation to him or to his legal representative (s), as the case may be, at such rates and on such conditions as it may lay down from time to time, unless such accident, loss or damage is attributable to his own negligence, default or breach of instructions."

(Underlining ours.)

36. The Andhra Pradesh High Court pointed out that compensation under this rule is not payable if the accident, loss or damage is attributable to the negligence, default or breach of instructions on the part of the employer and the word used in the rule is "may" and not "shall". The High Court took the view that there was no guarantee that the Corporation would certainly pay any sum either to the nominee or to the legal representatives of the deceased as the conditions envisaged in r. 73 have to be satisfied and then it observed as follows (p. 607) :

"The right to nominate a person or persons who would be entitled to receive compensation payable by the Corporation under r. 73 cannot be equated to a right, if any, of the deceased to dispose of the compensation amount at the time of his death. The competency to dispose of the property within the meaning of s. 6 would mean the right of the deceased at the time of his death to do so as he pleases with regard to such property. The deceased employee of the Corporation was not competent to dispose of the compensation amount due and payable to his legal representatives except to nominate his or her own nominee or nominees to receive the amount due and payable under r. 73 after his death."

37. The Andhra Pradesh High Court also held that the compensation was directly payable to the legal representatives and the right to receive the payment under r. 73 accrued only to the legal representatives after the death of the employee and no beneficial interest can be said to have vested in the deceased employee before or at the time of his death in respect of the compensation payable to his legal representatives after his death. Holding that neither compensation nor right to receive compensation would accrue to the deceased employee before his death, the High Court further held that s. 6 cannot be applied to the case on hand as it could not be said that the deceased had a right in the property at the time of his death or was competent to dispose of the compensation amount of Rs. 74,960. The decision in Lakshmisagar Reddy's case , that the compensation amount was not property passing on the death and was not liable to estate duty thus seems to have turned on two facts, namely, that the payment of compensation was discretionary and was dependent on satisfaction of certain conditions, namely, (1) that the loss or accident must not have occurred due to the negligence of the deceased, etc., and (2) that it could not be said that the deceased had any beneficial interest in the compensation amount during his lifetime which was capable of being disposed of by the deceased. The decision also holds that though the employee had a right or power to nominate a person who could receive such compensation payable under r. 73, such a right to nominate a person who could receive compensation could not be equated with a power or right, if any, of the deceased to dispose of the property.

38. A reference has been made in that decision to the decision of the Chancery Division in *Re J. Bibby & Sons Ltd.* [1952] 2 All ER 483. In *Bibby & Sons Ltd.*'s case, the amount of pension granted to the widow of the deceased employee by the trustees of the employer-company, who had an absolute and uncontrolled discretion in the exercise of powers in regard to the payment of pension, was held to be not property within s. 2 of the Act of 1894 and it was held that the widow had no beneficial interest since she had no enforceable right to the pension, the same being of a gratuitous provisions by the company without any bargain and agreement between the company and the deceased employee. A brief look at *Bibby & Sons Ltd.*'s case [1952] 2 All ER 483 (Ch D) will show that the decision in that case turned on the fact that there was an absolute discretion in the trustees of the employer-company in the matter of grant of pension and that was why it was held that the widow of the deceased employee had no enforceable right to the pension.

39. The deceased in *Bibby & Sons Ltd.*'s case was in the employment of a company which had adopted a pension scheme which was created by an indenture made between the company and some of its directors who were designated trustees. The scheme was non-contributory. A pension fund was provided by the company which vested in the trustees. The fund was stated to be primarily established for the benefit of retired employees of the company and its predecessors in business whose character and length of service may "in the judgment of the trustees entitle them to claim upon it". The clause which provided that the fund should be administered according to the rules set out in the document then provided as follows (p. 484) :

"..... the trustees shall nevertheless have an absolute and uncontrolled discretion in the exercise of the powers conferred upon them and may exercise the same from time to time and at any time."

40. The rules also refer to the employees being or becoming "entitled to pensions". On a reading of the trust deed of 1924, it was held that the benefits were entirely in the discretion of the trustees and, therefore, the pension was not property within section 2 of the Act of 1894. Construing the deed of trust, Harman J. observed as follows (p. 486) :

"It is true it is a trust, but it is a trust under which, so far as any employee is concerned, it seems to me the trustees have an absolute discretion either to give or to withhold a pension according to their views on the desirability of paying it. They are not bound, I think, to give any reason, nor bound to do anything but honestly consider the merits of the plaintiff's case... It is not 'Who have claims upon it ?' but 'Who in the judgment of the trustees have claims upon it ? ', and the added words about widows and children seem to me exactly in *pari materia* for this purpose. Every person wanting a share in this fund must submit himself or herself to the judgment of the trustees, and, if there was a

threatened diversion of the money so that the trustees could not perform their part of that function I conceive the Court of Chancery might protect the fund, or might even administer it by way of scheme, but it would still remain vis-a-vis any one widow or any one ex employee or child of an ex-employee completely discretionary in the trustees either to withhold or to give any moneys at all."

41. These observations will show that the decision turned on the fact that the benefits were entirely in the discretion of the trustees and that was why pension in that case was not held to be property within the meaning of s. 2 of the Act of 1894.

42. It is true that in *Bibby & Sons Ltd.'s case* [1952] 2 All ER 483 (Ch D), the ratio of the decision in *In re Miller's agreement* [1974] 1 Ch 615 (Ch D) was applied. In that case, it was held that in order to be chargeable with duty under s. 2(1)(d) of the Finance Act, 1894, a beneficial interest arising on death must be such as will be protected by the courts. But on the facts of that case, it was held that duty was not payable in respect of annuities commencing on the death of the deceased in favour of his wife and daughters which were secured by contract between the deceased and the predecessors of his business to which the annuitants were not parties. It was held that s. 56(1) of the Law of Property Act, 1925, conferred no rights on the annuitants who, therefore, had no means of enforcing payment of annuities.

43. Since both these decisions turned essentially on the question as to whether the beneficiaries had any enforceable right, the ratio of those cases is not of any assistance to the accountable person in the present reference where we have found that there is a vested right to the compensation amount because a scheme of personal accident (group) insurance had become a part of the conditions of service of the deceased employee.

44. On the finding that there was a right to the compensation amount, the learned counsel for the accountable person was not in a position to contend that if that was so, then the provisions of s. 6 would not be attracted. Merely because the benefit of compensation becomes payable on the death of the deceased, it does not cease to be property which the deceased is competent to dispose of. We shall refer to two cases specifically dealing with claims under policies of personal accident insurance, but before we do that, we may refer to the decision of the Delhi High Court in *CED v. A. T. Sahani*<sup>5</sup> That was a case in which under a specific rule, r. 159 of the Indian Airlines Corporation (Flying Crew) Services Rules, a member of the crew was entitled to compensation at specified rate in the event of his death or an injury caused by an accident during or as a result of air journey performed as such in the Corporation's service. The compensation payable under the said rule was in addition to the compensation which the Corporation had agreed to pay under an agreement described as pilot agreement entered into with the Corporation

whereby it was provided that the Corporation shall pay compensation for the death of a pilot a maximum of 36 times his monthly basic pay if such death occurs in the circumstances mentioned in the service rules. In accordance with the terms of the agreement between the deceased and his employer, a sum of Rs. 68,300 was received by his widow as compensation. The question which fell for decision before the Delhi High Court was whether the compensation amount was a "property" within the meaning of s. 6 of the E.D. Act, 1953. The Delhi High Court held that the right to get compensation as a condition of one's service is as much an interest in property as any other interest which a person may have in incorporeal property such as choses-in-action, etc., and that the circumstance that the occasion for the exercise of that right arises after the death of that person and is also conditional upon death does not in any way detract from the existence of that right and the deceased's interest therein during his life-time. It was held that the object of the service rules and the pilot agreement was to make some sort of provision for the legal representative of the deceased employee and he, therefore, had interest in it and had also the right to appoint the person to whom it should be paid on his death. While taking this view the Division Bench observed as follows (pp. 517-518) :

"The circumstance that the occasion for the exercise of that right arises after the death of that person and is also conditional upon death, does not in any way detract from the existence of that right and the deceased's interest therein during his lifetime. The payment of compensation is not gratuitous nor does it depend upon the discretion of the Corporation. It is a compulsory payment which the Corporation is bound to make on the happening of a certain event to the heirs of the deceased. There is thus a direct nexus between the right of the deceased as an essential condition of his service to have that compensation paid to his legal representatives and the right of his legal representatives to receive that payment. this right of the deceased must be regarded as interest in the property in much the same way as he would have had in any actionable claim of which the payment was postponed until after his death. Inasmuch as the deceased had also the right to nominate the person to whom the payment should be made, he had also the power of disposition over it."

45. Mr. Dastur no doubt wanted to distinguish the decision in Sahani's case , on the ground that there was no discretion left in the management of the Airlines Corporation to pay any compensation and that the rule made it obligatory that compensation should be paid in the event of death or injury caused by an accident. That argument of discretion is not now material because, as already pointed out, we have also held that under the insurance scheme there was an absolute right to receive the compensation from the employer and that amount was the one which was received by him in pursuance of the insurance policy.

46. The nature of the interest under the personal accident policy has been discussed in detail in Muthiah's case . The Division Bench of the Madras High Court in that case has taken the view that in the case of a personal accident policy, the property is not the policy but the ultimate money that is paid and that shall be deemed to pass on the death of the deceased because of his competency to dispose of the same by will and the holder of the policy has a right to have the amount paid to his legal representative or nominee. The right, it was held by the Division Bench, is with respect to the disposition of the money payable under the policy and not right in the money itself unlike in the case of a life insurance policy where both the policy and the money payable thereon property which could be settled during the lifetime of the insured.

47. The matter was considered in some detail by the Gujarat High Court in *Bharatkumar Manilal Dalal v. CED* . That was also a case in which the father of the deceased who was nominated as a beneficiary under two policies of personal accident insurance had received moneys as the decision before the Gujarat High Court was whether the amounts were liable to estate duty under ss. 5, 6, 14 or 15 of the E.D. Act, 1953. The amounts were held liable to estate duty under s. 5 and/or 6 and s. 15 of the E.D. Act. The Gujarat High Court while dealing with the nature of the right created under a personal accident insurance policy pointed out that an insured had an interest in his insurance policy in his lifetime and in an accident policy, what is assigned is virtually the subject-matter of the contract of insurance. The right of the deceased under a personal accident insurance policy has been described as a right to exact a certain amount in the case of accidental injury. The following observations may usefully be quoted (p. 196) :

"The deceased had an interest in the contractual right under the two relevant policies of insurance to exact a particular sum, if and when there was loss of life or limb arising as a result of the accident. The very fact that the deceased had a contractual right to exact a particular sum in case of loss of limb or life is an interest in expectancy and it would have been an interest in present the moment the accident occurred resulting in loss of his limb. The contract of insurance contained in the two relevant policies conferred on the deceased the benefit of the policies, namely, the right to exact a particular amount of damage depending on the loss of limb or life, as the case may be."

48. After quoting the provision with regard to payment of claims in case of loss of life, the division Bench made the following observations in the context of s. 15 of the E.D. Act (p. 197) :

"It is, therefore, clear to us that in the lifetime of the insured neither the beneficiary designated under the aforesaid policies nor the legal representatives had any claim either to exact or receive payment in case of loss of limb as a result of accident. It is only in the case of death of the insured that the beneficiary or legal representatives were entitled to

exact and receive the payment of the sum payable under the same. It, therefore, cannot be said that no new beneficial interest was generated on the death of the insured."

49. The Division Bench negated the argument on behalf of the accountable person that under an accident policy, the insured has no property whatsoever in his lifetime and the property, if any, comes into existence only on his death. They observed at p. 202 :

"In our opinion, therefor, there is no justification for holding that under an accident policy the insured has no interest in the same and has, therefore, no property in it. It may be that his interest may be a future contingent interest which becomes vested in him or his legal representatives or beneficiary or beneficiaries on the happening of an accident resulting in loss of limb or life, as the case may be. The contention of the revenue that future contingent interest is by itself a property and that it can be assigned or transferred by an act inter vivos and, therefore, passes on death under the sections appears to be well-founded."

50. The Gujarat High Court agreed with the decision in Muthiah's case , that in the case of a personal accident policy, the deceased is competent to dispose of the money payable under the accident policy and the sum so paid is includible in the personal value of the estate under ss. 6 and 15 of the E.D. Act.

51. In view of the position of law discussed above and our finding with regard to the nature of the right of the deceased to compensation under the personal accident insurance (group) policy, it must necessarily follow that the deceased was possessed of property which he was at the time of his death competent to dispose of and it must, therefore, be deemed to pass on his death within the meaning of s. 6 of the E.D. Act.

52. In so far as the contention on behalf of the Revenue that even otherwise, the property must be deemed to pass under s. 15 is concerned, it appears to us that the provisions of s. 15 would be wholly inapplicable on the facts of the present case. Section 15 reads as follows :

"Any annuity or other interest, purchased or provided by the deceased, either by himself alone or in concert or by arrangement with any other person shall be deemed to pass on his death to the extent of the beneficial interest accruing or arising, by survivorship or otherwise, on his death ...."

53. A bare reading of the provisions of s. 15 will indicate that three conditions must be satisfied before s. 15 can be invoked by the Revenue, namely, (1) there must be an annuity or other interest, (2) it must have been purchased or provided by the deceased either by himself or in

concert or by arrangement with some other person, and (3) a beneficial interest therein must accrue or arise by survivorship or otherwise on the death of the deceased. If any one of these three conditions is not satisfied, then the applicability of the provisions of s. 15 must be ruled out. It is contended by Mr. Dastur, and in our opinion rightly so, that the premium in the instant case has been paid by the employer and no interest can be said to be purchased or provided by the deceased either by himself alone or in concert or by arrangement with any other person. The policy itself was not taken out by the deceased and the mere fact that some compensation amount is received by the legal representatives or the estate of the deceased on the basis of that policy will not by itself bring about the applicability of s. 15 of the E.D. Act. The question of beneficial interest being purchased or provided by the deceased does not arise in the instant case at all, much less the question whether he had purchased or provided the beneficial interest in concert or by arrangement with any other person, in this case, his employer. On facts appearing in the instant case, therefore, the Revenue will not be entitled to invoke the provisions of s. 15 of the E.D. Act.

54. This view of ours is sufficient to answer question No. 1 against the accountable person. Mr. Dastur has, however, contended that we should also further go into the question of aggregation under s. 34(3) of the E.D. Act. Section 34(3) provides as follows :

"Notwithstanding anything contained in sub-section (1) or sub-section (2), any property passing in which the deceased never had an interest, not being a right or debt or benefit that is treated as property by virtue of the Explanations to clause (15) of section 2, shall not be aggregated with any property, but shall be an estate by itself, and the estate duty shall be levied at the rate or rates applicable in respect of the principal value thereof."

55. What is pointed out to us is that the question as to whether this amount should be aggregated or not is merely an aspect of the question relating to the liability of the amount being included for the purposes of estate duty and we should, therefore, further go into the question as to whether this amount could be regarded as a separate estate under s. 34(3). The question as to whether the amount in question should be treated as a separate estate and should not be aggregated has not been decided by the Tribunal and we do not think that controversy is covered by the question which is referred to us. The question referred is whether the sum is liable to duty and a further question as to whether it should be aggregated with any property or it should be treated as an estate by itself under s. 34(3) of the E.D. Act has not been referred to us. It is open to the accountable person, if so advised, to raise the question before the Tribunal.

56. So far as the second question is concerned, which is at the instance of the Revenue, the learned counsel for the Revenue has fairly pointed out that question is really concluded against

him by two decisions, namely, *CED v. Kasturi Lal Jain* , and *CED v. Smt. Motia Rani Malhotra*<sup>6</sup> In *Kasturi Lal Jain's* case a Division Bench of the Jammu and Kashmir High court has taken the view that where compensation is paid by the Airlines Corporation under the Carriage by Air Act, 1934, to the heirs of a person dying in an air crash, the deceased has neither any interest in the property nor was he in possession of the property either actually or constructively and the property in such a case did not and could not have come into existence during the life-time of the deceased but accrued for the first time after his death and that too because his death took place in a certain mode. It was pointed out that under the provisions of the Carriage by Air Act, 1934, the compensation enures for the benefit of the members of the passenger's family and had nothing to do with the estate of the deceased and as none of the ingredients of s. 5 of the E.D. Act is satisfied, estate duty cannot be levied on such compensation. A similar view has been taken by the Punjab and Haryana High Court in *Smt. Motia Rani Malhotra's* case [1975] 98 ITR 42. In view of these two decisions, the learned counsel for the Revenue could not canvass that the sum of Rs. 43,846 received under the provisions of the Indian Carriage by Air Act was dutiable under the E.D. Act, 1953. Question No. 2 will, therefore, have to be answered against the Revenue.

57. The questions are accordingly answered as follows :

#### Cases Referred.

1[1910] LR 37 IA 152; ILR 32 All 410

2[1911] LR 39 IA 7; ILR 34 All 63

3[1952] 2 All ER 483 (Ch. D)

4[1974] 1 Ch 615 (Ch D)

5[1970] 78 ITR 508

6[1975] 98 ITR 42 (P&H)