

1881  
 SYED  
 SUFDAR  
 REZA  
 v.  
 AMZAD ALI.

There is no doubt a certain degree of danger in allowing evidence on such a point to be given after the case has been discussed; but the lower Court will of course be quite alive to that danger, and will deal with any evidence that may be adduced on the part of the plaintiff with due caution.

It has been suggested to us that the defendants had a duplicate proposal in their own hands duly accepted in the same way by the plaintiff. If they had, there will of course be an end of the question.

We think that the costs in this Court and in the Court below should abide the result.

*Case remanded.*

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MAHARAJA LUOHMISSUR SINGH (PLAINTIFF) v. MUSSAMAT  
 DAKHO (DEFENDANT).

AND

MAHARAJA LUOHMISSUR SINGH (PLAINTIFF) v. RUNG LAL  
 (DEFENDANT).\*

These two cases were referred to a Full Bench by CUNNINGHAM and PRINSEP, JJ., under the same order of reference as was made in the foregoing case of Syed Sufdar Reza v. Amzad Ali. The doulis in those cases did not contain the term for which the lands were said to have been granted, and were not signed by the parties. The defendants had been tenants of the same lands previously to the making of the alleged agreement evidenced by the doulis, and at a rate of rent lower than that mentioned therein. The lower Appellate Court found that no new agreement had in fact been entered into, and gave the plaintiff a decree for the old rent only. The plaintiff appealed.

Mr. *H. Bell* and Baboo *Ram Churn Mitter* for the appellant.—These doulis are ordinary village papers; it would be impossible to register such documents; see Registration Act,

\* Full Bench References in appeal from Appellate Decree, No. 708 of 1880, made by Mr. Justice Cunningham and Mr. Justice Prinsep, dated the 30th May 1881.

s. 21. *Kedarnauth Dutt v. Shamloll Khettry* (1) shows, that no document requires registration unless it forms the whole contract between the parties. This case comes within the principle of *Gunga Persad v. Gogun Sing* (2). Even if the Judge did not find the new contract was entered into, he should have given a decree for a fair rent, and not for the old rent merely. [Mr. *Gregory*.—That does not arise in this reference. GARTH, C. J.—When we sit in a Full Bench, on a reference from a special appeal, we decide the special appeal; when we sit on a reference from a regular appeal, we merely decide the point referred and send the case back.] Counsel also referred to *Currie v. Chatty* (3).

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 RUNG LALL.

Mr. *Gregory* and Baboo *Nil Madhub Sen* for the respondent.

The judgment of the Full Bench was delivered by

GARTH, C. J.—We think that, as the dools in both these cases contained a portion only of the terms upon which the new lease or settlement was to be granted, they were neither leases, nor agreements for leases, within the meaning of the Registration Act, and consequently were admissible in evidence without having been registered.

But as it has been found as a fact by the lower Appellate Court, that the arrangement for the new lease was never, in fact, completed, we think that the District Judge was right in holding that the new rent had not become payable; and that, under such circumstances, the Court was not at liberty to go into the question of what was a fair rent, but was bound to give the plaintiff a decree for the old rent only.

Both appeals must, therefore, be dismissed with costs.

*Appeals dismissed.*

(1) 11 B. L. R., 405.

(2) I. L. R., 3 Calc., 322; S. C., *nom* Karticknath Panday v. Khakun Singh, 1 C. L. R., 328.

(3) 11 W. R., 520.