

APPELLATE CIVIL.

Before Sir Arthur J. H. Collins, Kt., Chief Justice, and
Mr. Justice Davies.

PONNAYYA GOUNDAN (PLAINTIFF), APPELLANT,

1893.
September 25.

v.

MUTTU GOUNDAN AND ANOTHER (DEFENDANTS), RESPONDENTS.*

*Sale of immovable property—Transfer of Property Act—Act IV of 1882, s. 54—
Effect of registration of sale-deed.*

Registration of a sale-deed constitutes a sufficient delivery of the deed to pass the interest in land contained therein. *Narain Chunder Chuckerbutty v. Dataran*(1) followed.

SECOND APPEAL against the decree of L. A. Campbell, District Judge of Coimbatore, in appeal suit No. 62 of 1892, reversing the decree of the Court of the District Munsif of Udamalpet in original suit No. 136 of 1891.

The plaintiff sued for a decree establishing his right to certain immovable property and for the possession thereof; for the recovery of a sale-deed executed and registered by the first defendant in respect of the said property, and for the cancellation and delivery to the plaintiff of a sale-deed executed and given by the first defendant to the second defendant. The plaintiff having agreed to purchase certain immovable property of the first defendant, paid to him Rs. 60 for earnest money and expenses, and it was agreed between them that the first defendant should write the sale-deed and get it registered on that very day and deliver it to the plaintiff within five days, upon which the balance of the purchase money should be paid. Defendant executed and got the document registered on the day agreed upon, and thereupon he proceeded to sell the property to the second defendant, and executed and registered a sale-deed in respect of the second sale.

The District Munsif decreed the cancellation of the second sale-deed and specific performance of the contract to sell the property to the plaintiff.

* Second Appeal No. 22 of 1893.

(1) I.L.R., 8 Calo., 597.

PONNAYYA
GOUNDAN
v.
MUTU
GOUNDAN.

The District Judge set aside the decree of the Lower Court and dismissed the suit, on the ground that the plaintiff had failed to perform his part of the contract, inasmuch as he neither tendered nor paid the balance of the purchase money on the execution and registration of the document.

The plaintiff preferred this appeal.

Bhasiyam Ayyangar for appellant.

Kothandaramayyar for respondents.

JUDGMENT.—We are of opinion that the registration of the sale-deed to plaintiff effected a transfer of the property to him by virtue of section 54 of the Transfer of Property Act. It has been held in *Narain Chunder Chuckerbutty v. Dataram*(1) that a registered transfer without delivery of possession will pass any interest in land, and we consider that registration constitutes a sufficient delivery of the deed to pass such interest, otherwise the object of registration would be defeated, that object being to let all the world know in whom the title to property lies. We must therefore reverse the decree of the District Judge and restore that of the Munsif, the plaintiff still being liable for the balance of the unpaid purchase money. The defendants must pay the plaintiff's costs in this and in the Lower Appellate Court.

APPELLATE CIVIL.

*Before Sir Arthur J. H. Collins, Kt., Chief Justice, and
Mr. Justice Shephard.*

CHOCKALINGA PILLAI (DEFENDANT), APPELLANT,

v.

NATESA AYYAR AND ANOTHER (PLAINTIFFS), RESPONDENTS.*

1893.
July 11, 14.

Letters of administration—Promissory note given to a firm consisting of two undivided Hindu brothers—Decease of the brothers—Suit on note by their sons without taking out letters.

Two brothers, members of an undivided Hindu family, who traded as 'T. Iyavier and Brother,' became the holders of a promissory note given to the firm. The elder brother having died, his son joined the firm in his place, and he and

(1) I.L.R., 5 Cal., 597.

* Appeal No. 19 of 1892.