

SANKARA-LINGA NADAN
v.
RAJESWARA DORAI.

zamindari. After the case had been decided in his favour by the Subordinate Judge, this person thought fit to profess that he now saw that he and the Judge were wrong; and he asked that the judgment should be altered, so as to defeat his own action. A very sordid motive for this surrender was specifically asserted and has not been disproved. The Court, on being applied to, very properly reinforced the cause of the worshippers of the temple by joining certain new plaintiffs to the original plaintiff (whose confidence in the justice of his suit had by this time convalesced). The principles applicable to the case of a trustee who thus betrays his trust by surrendering a decree have been well stated and applied by the High Court.

For these reasons their Lordships, on the 16th June last, agreed humbly to advise His Majesty that the appeal ought to be dismissed, and ordered the appellants to pay the costs of the appeal.

Appeal dismissed.

Solicitor for the appellants: *Douglas Grant.*

Solicitors for the appellants: *Chapman, Walker and Shephard.*

APPELLATE CIVIL.

Before Mr. Justice Wallis and Mr. Justice Sankaran-Nair.

SUBRAMANIA AIYAR (FIRST DEFENDANT), APPELLANT,

v.

SUBRAMANIA AIYAR AND OTHERS (PLAINTIFFS, SECOND AND LEGAL REPRESENTATIVE OF SECOND DEFENDANT), RESPONDENTS.*

Interest Act—Act XXXII of 1839—Interest not claimable where no agreement and no demand in writing—Hindu Law not applicable in cases of payment of interest.

Interest is not claimable where there is no agreement to pay interest and no demand in writing so as to bring the case within the provisions of the Interest Act.

Hindu Law does not apply in such matters as the payment of interest and the rule of law above stated applies in cases in which the parties are Hindus.

* Appeals Nos. 135 and 144 of 1904, presented against the decree of M. R. Ry. Y. Janakiramayya, Subordinate Judge of Tanjore, in Original Suit No. 31 of 1901.

Saunadanappa v. Shivbasawa, (I.L.R., 31 Bom., 354), not followed.

Annaji Rau v. Ragu Bai, (6 M.H.C.R., 400), followed.

SUBRAMANIA
AIYAR

v.

SUBRAMANIA
AIYAR AND
OTHERS.

[The case is reported only on the question of law relating to payment of interest.]

Suit by the plaintiffs to recover from the defendant various sums of money paid to the first defendant under an agreement which fell through, with interest on such amount.

There was no agreement to pay interest and no demand in writing. The Subordinate Judge disallowed interest.

The plaintiff appealed against the portion of the decree disallowing interest and the defendants in respect of certain sums awarded to plaintiff.

P. R. Sundara Ayyar and *V. Purushothama Ayyar* for appellant, in Appeal Suit No. 144 of 1904.

Mr. H. Lubeck for respondent.

JUDGMENT—[After dealing with the facts of the case, their Lordships proceeded as follows :—]

As regards the question of interest we think the appellants were not entitled to any interest before the filing of the plaint, as there was no agreement to pay interest and no demand in writing to bring the case within the provisions of the Interest Act. On this point we are not prepared to differ from the decision in *Kamalammal v. Peeru Meera Levvai Rowthen* (1). As regards the recent case of *Saunadanappa v. Shivbasawa* (2), which awarded interest on the ground that the parties were Hindus and that it was according to Hindu usage to pay interest in such cases, it has been settled in this Court ever since the case of *Annaji Rau v. Ragu Bai* alias *Sitha Bai and Jivu Bai* (3), that Hindu Law is not binding in such matters as the payment of interest.

The appeal must therefore be dismissed with costs.

(1) I.L.R., 20 Mad., 481.

(2) I.L.R., 31 Bom., 354.

(3) 6 Mad., H.C.R., 400.