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that a suit transferred from the court of a Subordinate Judge vested with the powers of a Small Cause Court Judge to another court was to be deemed to be a suit brought in a Court of Small Causes, the ruling was not disapproved of. A similar view was held by the Madras High Court in the recent case of *Sankararama Iyer v. R. Padmanabha Iyer* (1). I am of opinion that a court vested with the powers of a Court of Small Causes is contemplated by section 24 of the Code of Civil Procedure, and that when a suit is transferred from that court to another court, the court trying it is to be deemed to be a Court of Small Causes and its procedure is to be governed by the provisions of the Provincial Small Cause Courts Act. Therefore when such a suit is transferred to a Munsif and he passes an *ex parte* decree in the suit an application to have the *ex parte* decree set aside must be accompanied by a deposit of the amount of the decree or a security in respect of that amount. No deposit having been made or security furnished at the time of the presentation of the application by the defendant in this case, that application ought to have been dismissed and the court below was wrong in entertaining it. I accordingly allow this application for revision, set aside the order of the court below and dismiss the application presented in that court by the defendants on the 11th of October, 1915. Having regard to the circumstances I make no order as to costs.

Application allowed.

APPELLATE CRIMINAL.

Before Mr. Justice Piggott.

EMPEROR v. JAWAHIR THAKUR *

Act No. XLV of 1860 (Indian Penal Code), sections 30 and 467—"Valuable security"—Forgery—Incomplete documents bearing forged signature of executant

Two documents were found in the possession of the accused each bearing a signature which purported to be that of one Bindhayachal, but which in fact was a forged signature. One document was intended to be filled up as a promissory note, the other as a receipt, but the spaces for particulars of the amount, the name of the person in whose favour the document was executed, the date and place of execution and the rate of interest were

* Criminal Appeal No. 244 of 1916, from an order of Soti Raghuvansa Lal, additional Sessions Judge of Gorakhpur, dated the 28th of February, 1916.

(1) (1913) I.L.R., 38 Mad., 25.

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not filled in; a one-anna stamp was affixed to each but it was not cancelled in any way.

Held that these documents, nevertheless, purported to be valuable securities within the meaning of the definition contained in section 30 of the Indian Penal Code. *Queen Empress v Ramasami* (1), referred to.

IN this case one Jawahir was convicted of an offence punishable under section 474 of the Indian Penal Code, in respect of two documents, found in his possession. The documents were a blank promissory note and a blank receipt. Both purported to have been signed by one Bindhayachal. At the top of each was a one-anna adhesive stamp, but the signature was not written across the stamp, nor was the stamp cancelled in accordance with the provisions of section 12 of the Indian Stamp Act. The papers were, in fact, printed forms with none of the particulars filled in. There was no specification of the person in whose favour either document purported to have been executed, nor of the date or place of execution nor of the amount of money involved. From his conviction and sentence Jawahir appealed to the High Court.

Munshi *Kanhaya Lal*, for the appellant.

The Government Pleader (*Babu Lalit Mohan Banerji*) for the Crown.

PIGGOTT, J.—The appellant Jawahir has been convicted of an offence punishable under section 474 of the Indian Penal Code, in respect of a document, or more strictly speaking, of two documents endorsed on separate halves of a sheet of paper alleged to have been found in his possession. The documents in question are a blank promissory note and a blank receipt. Both purported to be signed by one Bindhayachal. At the top of each of these papers there is an adhesive stamp of one anna; but the signature is not across the stamp, nor has the stamp been cancelled in accordance with the provisions of section 12 of the Indian Stamp Act, No. II of 1899. The papers in question are blank in this sense, that they are printed forms with none of the particulars filled in. There is no specification of the person in whose favour either document purports to be executed, nor yet of the date or place of execution nor yet of the amount of money involved. The document purports on the face of it to be a receipt whereby Bindhayachal

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acknowledges to have received an unspecified sum of money, on an unspecified date from some person not specified. Similarly the other document purports to be a promissory note whereby Bindhayachal binds himself to pay to, or to the order of, an unspecified person, an unspecified sum of money, with interest and compound interest after six monthly rests, the rate of interest also remaining unspecified. What I have been asked to consider on appeal is whether all the requirements necessary to a conviction under section 474 of the Indian Penal Code, have been satisfied. The first question is whether these documents are forgeries.

[His Lordship then discussed the evidence and found that they were forgeries, and that their possession by the accused was proved.]

There remains however one point to be considered before the conviction can be affirmed. The learned Sessions Judge has assumed that the documents in question, as they stand, are "valuable securities" within the meaning of the definition contained in section 30 of the Indian Penal Code, and falling within the scope of section 467 of the same Code. A very ingenious argument to the contrary has been pressed upon my notice on behalf of the appellant. If the signature of the alleged Bindhayachal upon these documents had been across the adhesive stamps, or those stamps had been otherwise cancelled in accordance with section 12 of the Indian Stamp Act, No. II of 1899, there could be no possible question as to the provisions of section 20 of the Negotiable Instruments Act, No. XXVI of 1881, operating in respect of these documents. Even if it had to be conceded that the documents as they stood did not purport to be valuable securities, they would beyond all question purport to be documents giving authority to the holder of the same to make a valuable security. No doubt the holder of these documents had no intention of propounding them or using them in a court of law without first cancelling the adhesive stamps; but the documents as they stand cannot be said to be stamped in accordance with law. "I am of opinion, however, that these documents must be held to be, as they stand, "valuable securities" within the meaning of section 30 of the Indian Penal Code. There is an old case in volume VII of the Madras High Court Reports, Appendix xxvi in which the

meaning of the words "purport to be" was considered, and it was held that a document which had not been stamped, and was therefore not admissible in evidence, might nevertheless be a valuable security. The same point was again decided in the case of *Queen Empress v. Ramasami* (1). I am satisfied that the two papers in respect of which the appellant has been convicted do purport to be documents whereby a legal right is created within the meaning of section 30 of the Indian Penal Code. The appellant has therefore been rightly convicted.

As regards the question of sentence, I must say that I should feel it more satisfactory if I were in a position to consider this question after having before me the result of the proceedings which I understand have been instituted in respect of the mortgage deed propounded by Jawahir subsequently to the discovery of these two documents in his possession. As the case now stands before me, I am not prepared to say that the sentence passed is unduly severe. I dismiss this appeal.

Appeal dismissed.

APPELLATE CIVIL.

Before Justice Sir Pramada Charan Banerji and Mr. Justice Piggott.

IMAMI (PLAINTIFF) v. MUSAMMAT KALLO (DEFENDANT.) *

Guardian and minor—Contract—Specific performance—Specific performance of contract not favourable to minor refused.

The District Judge sanctioned the sale by the certificated guardian of a minor of a house belonging to the minor for a price of Rs. 1,800. There arose, however, some dispute about the drafting of the deed of sale and the purchase was not carried through. Meanwhile other offers were made for the property, and ultimately the District Judge directed that the house should be sold to one Abdullah for Rs. 2,000

Held, on suit brought by the person in whose favour the sale had originally been sanctioned, that the court was in the circumstances justified in refusing to grant a decree for specific performance. *Chhitar Mal v. Jagan Nath Prasad* (2), referred to.

THE facts of the case were as follows :—

One Shahzada who is the uncle of the minor defendant's husband and was appointed guardian of her person and property by

* First Appeal No. 30 of 1915, from a decree of Gokul Prasad, Subordinate Judge of Allahabad, dated the 19th of August, 1914.

(1) (1888) I. L. R., 12 Mad., 148.

(2) (1907) I. L. R., 29 All., 213.