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entitled to pre-empt a sale from exercising his right an opportunity to purchase must be given, when a definite agreement to purchase at a fixed price has been entered into with a stranger. It is not enough to offer property to a person entitled to pre-empt before an agreement to purchase has been entered into with a third party as was the case here." This Bench has had occasion to deal with this *dictum* in several cases, see *Naunihal Singh v. Ram Ratan* (1) and *Nathi Lal v. Dhani Ram* (2). As a general rule the custom, as evidenced by the record in the *wajib-ul-arz*, is that where a co-sharer wishes to sell, he must *first* offer it to his co-sharer, and if the co-sharer refuses to purchase, he is entitled to go to a stranger. Where the custom proved is of this nature we have no hesitation in saying that if the co-sharer offers the property to another co-sharer and he refuses to purchase upon the ground that he has no money or is unwilling for any other reason to purchase, the owner of the property is quite entitled to go and sell it to a stranger and that he is not obliged after he has made a definite agreement with the stranger to return and offer the property to the co-sharer a second time. It seems to us that (where the custom is as stated) the going to a stranger and making a bargain with him before offering it to the co-sharer would be acting contrary to the custom. We dismiss the appeal with costs.

*Appeal dismissed.*

*Before Mr. Justice Tudball and Mr. Justice Abdul Raof.*

BALWANT SINGH (JUDGMENT-DEBTOR) v. JOTI PRASAD AND OTHERS  
(DECREE-HOLDERS).\*

*Act No. IV of 1882 (Transfer of Property Act), section 6 (a)—Hindu law—Adoption by widow—Postponement of adopted son's estate during the widow's life—Transfer made by adopted son of property forming part of the estate in the widow's life-time—Spes successiois.*

An agreement depriving an adopted son of his right to take possession of the property of his adoptive father is not prohibited by law. *Kali Das v. Bijai Shankar* (3) and *Visalakshi Ammal v. Sivaramien* (4) referred to.

Where such an agreement has been entered into, for example, an agreement giving a life estate to the adoptive mother and the remainder to the adopted

\* First Appeal No. 160 of 1918, from a decree of Ragbunath Prasad, Subordinate Judge of Saharanpur, dated the 5th of April, 1918.

(1) (1916) I. L. R., 39 All., 127.

(3) (1891) I. L. R., 18 All., 391.

(2) (1917) 15 A. L. J., 815.

(4) (1904) I. L. R., 27 Mad., 577.

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son, the interest of the son is not merely that of a contingent collateral Hindu reversioner, but he has vested interest in the property of his adoptive father which he is competent to deal with, subject only to the previous life estate. He is not barred by the provisions of section 6 (a) of the Transfer of Property Act, 1882, from dealing with the property.

THE facts of this case are fully stated in the judgment of the Court.

Mr. *Nihal Chand*, for the appellant.

Mr. *B. E. O'Connor* and *Munshi Lakshmi Narain*, for the respondents.

TUDBALL and ABDUL RAOOF, JJ. :—This appeal arises out of an execution proceeding under two decrees dated (1) the 22nd of June, 1917, and (2) the 15th of December, 1917, both of which were passed in one and the same suit No. 63 of 1915, (1) Rai Bahadur Lala Joti Prasad, (2) Lala Raghunath Singh, and (3) Lala Beni Prasad, plaintiffs, versus (1) Chaudhri Balwant Singh, (2) Rana Indar Singh, defendants. The application for execution was made on the 17th of December, 1917, and the prayer made was that possession over taluqa Naogaon, entered in the list annexed to the application, be delivered to the decree-holders against the judgment-debtors Nos. 1 and 2. A further prayer was that the Collector of Saharanpur, who was in possession of the property as a receiver, be asked by a rubkar to deliver possession of the said property to the decree-holders and to hand over to them such sums of money as may be with him in deposit, on account of the profits of the said property. Objections were raised by Balwant Singh, judgment-debtor, to the execution of the decree. Those objections have been disallowed by the learned Subordinate Judge of Saharanpur by his judgement, dated the 5th of April, 1918. Chaudhri Balwant Singh, judgment-debtor, has appealed and in the memorandum of appeal has raised pleas embracing almost all the objections which he had raised in the court below. In order to appreciate the pleas raised and the argument addressed to the Court on behalf of the appellant it is necessary to state shortly the previous history of the litigation.

One Raja Raghbir Singh was the owner of a considerable property known as the Landhaura Estate. He died in the year 1868, leaving Rani Dharam Kunwar, who was pregnant at the time, as his widow. It is an admitted fact that before his death he

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permitted and authorized his widow to adopt a son for him, in case the child born of the widow died in its infancy. He further gave permission to adopt another son in case the one adopted were to die in his childhood, in her life-time.

A child was born after the death of Raghbir Singh, but he having died, Rani Dharam Kunwar adopted one Indar Singh, in 1877. The latter having died, she adopted one Ram Badan Singh in 1883, who also having died in 1885, one Bharat Singh was selected in 1893, for adoption, but before his adoption had taken place, he died in 1896. Eventually Chaudhri Balwant Singh, the appellant in this appeal, was adopted on the 13th of January, 1899, and a deed of adoption was executed on that date and was formally registered. The material portions of the said deed having a bearing upon the questions in dispute in this appeal are these.—

In paragraph 3 it is stated that on the death of the Raja, Rani Dharam Kunwar entered into proprietary possession of all kinds of property ( *در قسم متروکه کی مالک و مستحق و قابض و وارث* ) and that she was in possession of all the property belonging to the riyasat of the said Raja Sahib at the time of the execution of the document. In paragraph 4 it is stated that being the owner of a considerable property, the Raja in his life-time, owing to religious needs and other requirements, was anxious to have a son born who might fulfil the religious needs and who might be the owner of the riyasat. In paragraph 5 it is stated that as the lady, at the time of his last illness, was pregnant, he did not adopt a son himself in his life-time. In paragraph 6 it is stated that during his last illness, having suddenly become hopeless of his life he, by way of precaution, directed the lady: "That in case a daughter is born or if a boy having born dies, I enjoin upon you and order you that you should adopt a boy for me, so that he may keep our name alive and after your death may be the absolute owner and possessor of my entire estate and if perchance, the son adopted, according to this permission, dies in your life-time then you will continue to have the power of further adoption." In paragraph 10, it is stated that she in June, 1898, selected Chaudhri Balwant Singh, son of Chaudhri Ramnawaz, for the purpose of adoption and from that date the

said Balwant Singh came under her protection and was brought up by her. In paragraph 11 it is stated that the executant adopted Chaudhri Balwant Singh on the 13th of January, 1899. In paragraph 12 it is stated that: "The said Balwant Singh will be considered the adopted son of Raja Raghubir Singh and of the executant and he will perform all the religious duties towards the said Raja Sabib and the executant after the death of the executant and after her death he will be the absolute owner of the property of the riyasat Landhaura. The most important provision is contained in paragraph 13, which runs thus :—

"That during her life-time [the executant will continue to have all the rights over all the properties of the riyasat of Landhaura left by Raja Raghubir Singh, which a Hindu widow has over her husband's estate according to the Hindu law and that she will continue to be the owner and in possession as before, that the said Balwant Singh, my adopted son, will have no right to interfere with my rights of ownership and with the management and supervision of the riyasat during my life. But the said adopted boy will be maintained according to his position and status and he will be properly brought up, and that she has adopted Balwant Singh on these conditions and Chaudhri Ramnawaz, the father of Balwant Singh, has given him in adoption on these very conditions and this was in accordance with the wish and permission of the Raja Sahib . . ." On the same date Chaudhri Ramnawaz Singh executed an *igrarnama*, in which, after mentioning that he had willingly given his son Chaudhri Balwant Singh, aged 16 years, in adoption, to Rani Dharam Kunwar, he stated "that from this date the son ceases to have any connection with his natural family and that the said son will, from to-day, acquire all the rights which an adopted son has under the law in all the property left ( *میراث* ) by Raja Raghubir Singh deceased and which are in the possession of the Rani Sahiba. But it has been agreed between me and Rani Sahiba that according to the wish and permission of Raja Raghubir Singh the Rani Sahiba will continue to be مالک اور قابض (owner and in possession) of the entire riyasat during her life . . ."

Disputes having arisen between Chaudhri Balwant Singh and his adoptive mother, Rani Dharam Kunwar, the latter instituted

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a suit against him in 1905, with the object of getting rid of him. It is unnecessary to give the details of that litigation; it is enough to state that the suit was dismissed and Chaudhri Balwant Singh was successful. His position as the adopted son of Raja Raghbir Singh was made secure.

In 1911, Chaudhri Balwant Singh filed a suit (No. 1 of 1911) against the Rani Dharam Kunwar for possession of the properties of the riyasat Landhaura, but the defendant having died during the course of the suit, in the month of November, 1912, the further prosecution of the suit became unnecessary.

During the course of the litigation with Rani Dharam Kunwar Balwant Singh had to mortgage and sell portions of the property of the riyasat in order to procure funds to carry on the fight with his adoptive mother. The property, the subject-matter of the present dispute, viz, Mauza Ahmadpur Naogaon was sold to the present respondents, (1) Lala Joti Prasad, (2) Lala Raghunath Singh and (3) Lala Beni Prasad, sons of Lala Bansi Lal, under a sale deed, dated the 3rd of March, 1911.

After selling the property in dispute to the respondents, Balwant Singh leased the property by a deed of lease, dated the 2nd of August, 1913, to Rana Dharam Singh, the father of Indar Singh, the judgment-debtor No. 2.

In 1914, Chaudhri Balwant Singh filed a suit No. 61 of 1914, against the present decree-holders in which he assailed the sale deed, dated the 3rd of March, 1911, in favour of the respondents, on the ground of fraud, want of consideration, etc., and prayed that it be set aside. That suit was referred to arbitration on the 17th of September, 1914, and when the award was filed in court certain objections were taken to its validity, but eventually a decree was passed on the award on the 3rd of February, 1915, against Balwant Singh whose suit was dismissed on that date. In pursuance of the decree passed on the award, the present respondent decree-holders deposited Rs. 65,000 in court to be paid to Balwant Singh. Against this decree, Chaudhri Balwant Singh filed an appeal in the High Court which was registered as F. A. No. 121 of 1915. In the mean time the present respondents filed a suit No. 63 of 1915 in the court of the Subordinate Judge of Saharanpur against Chaudhri Balwant Singh, in which they pleaded

Rana Dharam Singh, the lessee of the property in dispute under the lease, dated the 2nd of August, 1913. Subsequently the name of Rana Indar Singh, his minor son, was added to in the array of defendants, under the guardianship of Musammat Sukhdevi, the grandmother of Rana Indar Singh.

The reliefs claimed in the plaint were (a) that the lease dated the 2nd of August, 1913, be declared invalid and possession be delivered to the plaintiffs as against the defendants 1 and 2, (b) that mesne profits be awarded against the defendants, (c) that a sum of money by way of damages for the price of trees cut down by the defendants be awarded against them.

In addition to F. A. No. 121 of 1915, Chaudhri Balwant Singh, appellant, *versus* Rai Bahadur Lala Joti Prasad and others, two other matters between the parties were pending in the High Court, *viz.*, F. A. No. 123 of 1915 and Civil Revision No. 2 of 1917, and, as mentioned above, the original suit No. 63 of 1915, Rai Bahadur Joti Prasad and others, plaintiffs, *versus* Chaudhri Balwant Singh and Rana Indar Singh, defendants, was pending in the court of the Subordinate Judge of Saharanpur. The respondents in this case and Chaudhri Balwant Singh filed a compromise in the High Court by which they settled all their disputes. Two paragraphs of this compromise, which have a material bearing upon the present proceedings, were these:—

“(1) That if Balwant Singh pay on or before 19th September, 1917, in the court of the Subordinate Judge of Saharanpur for payment to Rai Joti Prasad and others aforesaid the following sums, *viz.*—

- (a) Rs. 2,50,000 with simple interest thereon at the rate of 6 per cent. per annum from 18th January, 1915, up to the date of payment;
- (b) Rs. 65,000 with simple interest thereon at 6 per cent. per annum from 17th March, 1915, up to the date of payment;
- (c) the amount due under decree No. 51 of 1915, with interest, as provided in the said decree up to the date of payment, the said Rai Bahadur Lala Joti Prasad, Lala Raghunath Singh and Lala Beni Prasad shall and do hereby abandon all claim and interest under the sale of

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March, 1911, and their suit for possession of the taluqa Naogaon shall stand dismissed, parties bearing their own costs throughout the litigation, and the Collector of Saharanpur as the receiver of the property shall deliver Naogaon to Chaudhri Balwant Singh together with all profits in his hands.

(2) That if the said Chaudhri Balwant Singh does not pay into court the amount aforesaid in terms of the preceding clause on or before the 19th of September, 1917, his suit and F. A. No. 121 of 1915, F. A. F. O. No. 123 and Civil Revision No. 2 of 1917 shall stand dismissed, both parties paying their own costs, and the original suit No. 63 of 1915 shall stand decreed with costs and the Collector of Saharanpur, who is in possession of Naogaon as receiver appointed by the court, shall deliver possession of the said taluqa together with profits thereof in his hands to Rai Bahadur Lala Joti Prasad and others, plaintiffs in that case." It was further stated in the compromise that, "this compromise is filed in the three cases pending in this Hon'ble Court and the parties will file a copy of this compromise in suit No. 63 of 1915, within one week from this date, and apply to the said court to decree the claim in accordance therewith." It appears that a copy of this compromise was filed in the court of the Subordinate Judge of Saharanpur, in which the suit No. 63 of 1915 was pending, and the learned Subordinate Judge was requested to pass a decree in the suit in accordance with the terms of the compromise. No objection was raised on behalf of Balwant Singh, but Rana Indar Singh objected, that, as he was not a party to the compromise, a decree could not be passed as against him on the compromise, and that as separate decrees could not be passed against the two defendants no decree should be passed even against Balwant Singh. The learned Subordinate Judge, however, over-ruled the objections of Indar Singh and passed a decree against Balwant Singh on the basis of the compromise on the 22nd of June, 1917, ordering that a copy of the above mentioned compromise be attached to the decree.

Subsequently a compromise was also effected between the plaintiffs Rai Bahadur Lala Joti Prasad, etc., and Rana Indar Singh, under the guardianship of Rani Sukhdevi, his grandmother,

and under the terms of the compromise a decree was passed by the Additional Subordinate Judge of Saharanpur in the suit, against defendant No. 2 also, on the 15th of December, 1917. Chaudhri Balwant Singh did not deposit the amount which he was required to do, on or before the 19th of September, 1917, under the compromise. The necessary result of this was that the suit of Balwant Singh No. 61 of 1914 stood dismissed, and suit No. 63 of 1915 of the plaintiffs against Balwant Singh and Indar Singh stood decreed. Hence this application for execution of the two decrees passed in the suit No. 63 of 1915 was made and the court was asked to deliver possession to the plaintiffs, decree-holders over taluqa Naogaon. The judgment-debtor No. 1 objected to the execution of the decree on the grounds—

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(1) That at the time of the execution of the sale-deed, on the basis of which the decree under execution had been obtained, the objector had merely a chance of succession after the death of Rani Dharam Kunwar, which could not be transferred under the law, and, having regard to the provisions of section 6 (a) of the Transfer of Property Act, no right vested in the transferees under the sale.

(2) That, the transfer being contrary to law, the compromise between the parties, and the subsequent decree passed on the compromise could not validate the transfer.

(3) That the compromise ought not to have been accepted and a decree ought not to have been passed on its basis under order XXIII, rule 3, of the Code of Civil Procedure.

(4) That as the compromise was not filed in court within a week, as provided by the compromise, a decree ought not to have been passed on it. On behalf of the decree-holders it was urged that the provisions of section 6 (a) of the Transfer of Property Act were not applicable to the facts of this case.

(5) That the decrees passed in the suit No. 61 of 1914 and 63 of 1915 operated as *res judicata*.

(6) That the judgment-debtor in his suit No. 61 of 1914 himself, had accepted the award in spite of an objection by the decree-holders, and that he had benefited under the award by receiving Rs. 65,000 under it, and that he was now estopped from objecting to the award and the compromise.



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The learned Subordinate Judge of Saharanpur decided that the case of an adopted son, where the adoption was made by a widow on the condition that the adopted son would have no right during her life to the ownership or possession of the property, was distinguishable from the case of a mere Hindu reversioner, who is to succeed after the death of a widow. In his opinion, in spite of a condition postponing the rights of an adopted son, till after the death of the widow, the adopted son would have a vested interest in the property left by the deceased owner. In this view, apparently, he did not think it necessary to deal with the question of estoppel and *res judicata* raised in the pleadings. He was of opinion that the interest acquired by Balwant Singh, being of a higher character than the mere contingent reversionary interest of a collateral to succeed to property on the death of a Hindu widow, he was capable of dealing with it effectively, though the operation of the transfer made by him may be postponed till after the death of the widow. He based his judgment on the general principles of the Hindu law and disallowed the objections raised by the judgment-debtor. Towards the end of his judgment there is an indication that he was also of opinion that the objection now raised by the judgment-debtor ought to have been raised by him at the time the compromise was filed and before a decree was passed on it. The pleas raised in the memorandum of appeal presented to this Court raise two main questions :—

(1) Whether the transfer made by Balwant Singh was ineffective as being opposed to the provisions of section 6 (a) of the Transfer of Property Act? and

(2) Whether the subsequent compromise effected in the suits Nos. 61 of 1914 and 63 of 1915 had the effect of removing any defect existing in the sale? Only these questions were argued before us.

In order to determine the first question, we think it necessary first to examine the provisions of the deed of adoption together with those of the agreement executed by the natural father of Balwant Singh. In doing this, we ought to keep in mind the general rules of the Hindu law as applicable to an adoption. The adopted son on his adoption leaves his father's *Gotra* and

cannot take his estate, nor does he offer *pindas* to him. As soon as the adoption is made, he is transferred to the family of the adoptive father. He stands exactly in the same position as if he had been born to his adoptive father. He divests the estate of any person in possession of the property of the adoptive father. If a widow happens to be in possession of the estate, the result of the adoption is that her limited estate at once ceases. He becomes the full owner of the property and the widow's rights are reduced to a mere claim of maintenance. Such being the law, it lies upon the judgment-debtor to establish beyond doubt that the deed of adoption contained such valid conditions as to prevent the operation of the law. He will have, in the first instance, to show that there was an intention to prevent the vesting of the right to property in the adopted son, and that that intention was given effect to by some legal and valid provision in the deed of adoption. On a consideration of the terms of that deed we find that there is nothing in it which would prevent the vesting of the right in the adopted son. It is provided in the deed that the son would leave the family of his natural father and would live with his adoptive mother. He would be brought up under her guardianship and would be supported and maintained according to his position and status, *موتیہ اور حیثیت کے موافق*. This would show that Balwant Singh was to be treated as an adopted son and his position and status was to be maintained as such. In this view, the condition reserving to the widow the right of ownership and possession during her life-time would simply mean that though Balwant Singh was to be the rightful owner as an adopted son, the widow was to remain in possession during her life, exercising all the powers of ownership, as an ordinary Hindu widow. This construction, to a large extent, derives support from the clear wording of the agreement executed by Ramnawaz Singh, the natural father of Balwant Singh,

”تاریخ ۱۰۲۷ء سے پسر مسطور کا اپنے خاندان سے کچھ تعلق نہیں رہا  
 ہی اور پسر مذکور کو بڑے حقوق جو قانوناً پسر منینی کو حاصل ہوتے ہوں  
 آج کی تاریخ سے کل جائداد و متروکہ راجہ رگھوور سنگھ صاحب مرحوم و  
 مقبوضہ جنابہ رانی صاحبہ موصوفہ میں حاصل ہونگے۔ لیکن یہ شرط  
 مابوں منقر اور جنابہ رانی صاحبہ موصوفہ حسب منشاء وصیت و اجازت

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موصوفہ اپنی زندگی تک بدستور مالک اور قابض کل ریاست رہیں گی  
viz., "From this date the son ceases to have any connection  
with his natural family and that the said son will, from to-day,  
acquire all the rights which an adopted son has under the law in  
all the property left ( متروکہ ) by Raja Raghbir Singh deceased,  
and which are in the possession of Rani Sahiba. But it has been  
agreed between me and Rani Sahiba that according to the wish  
and permission of Raja Raghbir Singh, the Rani Sahiba will  
continue to be مالک اور قابض (owner and in possession) of the  
entire riyasat during her life."

In this view of the construction of the deed of adoption it becomes unnecessary to consider the question whether it is lawful for a Hindu widow to make a conditional adoption so as to prevent the adopted son from taking possession of, and enjoying rights of ownership over, the property of the adoptive father during her life, and whether such a condition creates an interest in favour of an adopted son, of the nature which is contemplated by clause (a), section 6 of the Transfer of Property Act.

It has been held in several cases that an agreement depriving an adopted son of his right to take possession of the property of the adoptive father is not prohibited by the law and such an agreement has been given effect to. See, for example *Kali Das v. Bijai Shankar* (1), and *Visalakshi Ammal v. Sivaramien* (2). But we have not been referred to any case in which it has been held that the interest of an adopted son under such a conditional adoption is exactly similar to the interest of a contingent collateral Hindu reversioner. The latter kind of interest has been held to be a mere chance of an heir apparent succeeding to an estate, and as such has been held to be non-transferable. Irrespective of the construction which we have put on the terms of the deed of adoption, we are of opinion that it has not been shown that the interest created in favour of Chaudhri Balwant Singh under the conditional adoption in question was a mere possibility of succession to the Landhaura Estate after the death of Rani Dharam Kunwar. In our opinion, both according to the

(1) (1891) I. L. R., 13 All., 391

(2) (1904) I. L. R., 27 Mad., 577.

interpretation of the deed of adoption and the law, a vested right was created in his favour, and merely his right of enjoyment and possession was postponed till after the death of the lady. Such being the case, we are of opinion that the transfer of taluqa Nao-gaon in favour of the decree-holders under the sale-deed, dated the 3rd of March, 1911, was unaffected by the provisions of section 6 (a) of the Transfer of Property Act.

We agree with the lower court that on this finding alone the objections of the judgment-debtor were bound to fail, but we are also of opinion that the subsequent compromise and the decrees passed thereon left no room for any contention on the point. Rani Dharam Kunwar having died in November, 1912, the property vested in Chaulhri Balwant Singh. He was at the time a married man, 29 years old, and could deal with it as he liked. Under the compromise he entered into a new agreement according to which the property sold was to vest in the decree-holders in the event of his failing to pay to them certain sums of money before the 19th of September, 1917. The parties understood their positions fully and by a lawful agreement completed a binding contract. A decree was passed on the compromise which put an end to all disputes between the parties. It is too late now to try to go behind the compromise and the decree. It has, however, been argued on behalf of the appellant that if it was a mere expectancy that was transferred by the sale deed in question it was open to him to impugn both the compromise and the decree when possession was claimed in execution. In support of his contention the learned counsel, for the appellant, relied upon the case of *Ramasami Naik v. Ramasami Chetti* (1). That was a case relating to an impartible and inalienable zamindari. The nature of the interest which was transferred in that case by mortgage and the circumstances under which the consent decree had been obtained are stated at p. 261 of the report in these words:—

“We now come to the most serious objection urged by the appellant. It is said that by the suit mortgage and the consent decree the second to the fifth defendants purport to transfer only their chance of succeeding to the zamindari, and that such a

(1) (1906) I. L. R., 30 Mad., 255.

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chance or mere possibility is incapable of transfer in India by virtue of section 6 (a) of Transfer of Property Act. As pointed out by MUTTUSAMI AYYAR, J. [*Sivasubramania Naicker v. Krishnammal* (1)] in the case of this zamindari the interest to which each zamindar succeeds is his separate property and consists of his right to the income of the zamindari as beneficial owner for life. This is the interest which defendants Nos. 2 to 5 have sought to transfer by the mortgage and the consent decree. At the dates of mortgage and decree they had a mere chance of succeeding to this interest dependent in the case of each on his surviving all the male members of the family older than himself so as to make him for the time being the oldest member."

At the bottom of page 262 the learned Judges who decided the case remarked:—

"It is further urged that the defendants cannot go behind the decree. If, however, the mortgage did not operate as a transfer of interests of defendants 2 to 5, neither could the consent decree in the circumstances of the present case."

Now, what were the circumstances to which the learned Judges referred? The circumstances were these:—

The only interest which the defendants 2 to 5 in that case had was a mere chance of succeeding to a life interest on the happening of certain event as described at page 261, above mentioned. In that case there can be no doubt that the interest transferred was of a kind contemplated by section 6, clause (a), of Transfer of Property Act. The mortgage was made of such interest and *at the time the consent decree was passed it was still a mere chance*. In the present case, irrespective of the nature of interest which Chaudhri Balwant Singh possessed at the time of the sale-deed, he had a full and complete interest which had come into existence before the compromise and the consent decree. If the widow had been alive at the date of the consent decree in that case the ruling might have had a bearing on this question. No case has been cited having a direct bearing upon the facts of the present case. In our opinion it is not open to the judgment-debtor to go behind the compromise and consent decree in this case.

(1) (1894) I. L. R., 18 M.d., 287 (201).

Over and above all that we have mentioned above, there is the fact that what Chaudhri Balwant Singh purported to transfer both by the deed of sale and the compromise was not a mere expectancy, but the full right of ownership. Even assuming that he had no vested interest at the date of sale, he subsequently became the full owner and was such at the date of the compromise. He had received the sale consideration and the respondents had also paid a further sum of Rs. 65,000 and they are entitled to the estate which subsequently became vested in Chaudhri Balwant Singh after the death of the Rani. At the date of the sale, Chaudhri Balwant Singh claimed to be the full owner and was actually suing the Rani for possession and he purported to transfer the full right. We think that the decision of the court below is right and that the appeal should be, and it is hereby, dismissed with costs.

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*Appeal dismissed.*