

Under this note he gives rulings of several High Courts, vide, page 63 of this book. The *haq* that the plaintiffs are claiming was not in respect of any immovable property but in respect of the price of the trees sold, and their claim is based on the terms of the *wajib-ul-arz* of the village. The objection fails, and I dismiss the application with costs.

Application dismissed.

Before Mr. Justice Muhammad Rafiq.

OHHANGA MAL (DEFENDANT) v. SHEO PRASAD (PLAINTIFF) *

Act No. IX of 1872 (*Indian Contract Act*), sections 30 and 65—*Wagering contract—Money advanced on account of satta transactions not recoverable.*

Held that no suit will lie for the recovery of money deposited with another on account of *satta* transactions. *Dayabhai Tribhovandas v. Lakhmichand Panachand* (1) followed.

THE plaintiff came into court alleging that he had advanced Rs. 100 to the defendant with the object of his doing certain business for the plaintiff; that the business had not been carried out; that the defendant had returned Rs. 35, and Rs. 65 were still due from him. It appeared from the evidence of both parties in the court below that the business in respect of which the money claimed was deposited with the defendant was what are known as *satta* transactions, i. e., wagering contracts, and the defendant stated that he had made certain of such contracts on behalf of the plaintiff by reason of which part of the money advanced to him had been lost. The court below did not believe the defendant's statement as to the losses incurred and gave the plaintiff a decree for the amount claimed. The defendant then applied in revision urging that the money was not recoverable inasmuch as it was in any case advanced on account of wagering contracts.

Pandit *Narbadeshwar Prasad Upadhyaya*, for the applicant.

Munshi *Sarkar Bahadur Johri*, for the opposite party.

MUHAMMAD RAFIQ, J. :—This application in revision is against a decree of the Small Cause Court Judge of Cawnpore, dated 16th of September, 1919. It appears that the opposite party, the plaintiff, sued to recover Rs. 65 on the allegation that he had

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* Civil Revision No. 166 of 1919.

(1) (1885) I. L. R., 9 Bom., 358.

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deposited Rs. 100 with the applicant with the object of doing some business, that the business was not carried out and the applicant returned Rs. 35, and Rs. 65 is still due from him. It turned out on the evidence of both parties in the court below that the business in respect of which the money was paid to the applicant was in respect of *satta* transactions, that is, wagering contracts. The defendant applicant went into the witness-box and stated that he had made wagering contracts on behalf of the plaintiff, the opposite party, with certain other firms, in which losses had been sustained, and the deposit made by the plaintiff had been swallowed up by the losses. The learned Judge of the Small Cause Court did not believe the defendant with regard to the losses. However, it is common case of both the parties that the money was given on account of *satta* transactions by way of security. Section 65 of the Contract Act, under which the decree of the lower court seems to have been passed, does not apply: *Dayabhai Tribhorandas v. Lakhmichand Panachand* (1). I think that under the law the claim of the plaintiff is not sustainable. I allow the application, set aside the decree of the court below and dismiss the claim of the plaintiff. Costs are allowed to the defendant applicant throughout.

Application allowed.

FULL BENCH.

Before Sir Grimwood Mears, Knight, Chief Justice, Justice Sir Pramada Charan Banerji and Mr. Justice Walsh.

IN THE MATTER OF A VAKIL.*

Letters Patent, section 8—Legal practitioner—Disciplinary powers of High Court—Professional misconduct—Petition presented by a vakil purporting to be the petition of his clients, but which was in fact entirely the invention of the vakil and contained statements made recklessly and without any reasonable grounds of belief.

A vakil was retained to defend in the Court of Session certain persons accused of murder. In the course of such engagement he prepared and put before the Sessions Judge a statement which purported to be a petition issuing from his clients and drafted on their instructions, whereas in truth and in fact it was a petition which originated with him and in respect of which he had received no instructions from his clients, and he put therein allegations

* Civil Miscellaneous No. 104 of 1920.

(1) (1885) I. L. R., 9 Bom., 358.

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