recover *haq-i-chaharum* was in no way limited to a claim against the vendor alone. That being so, the joint decree passed by the court of first instance, which was affirmed on appeal by the lower appellate court, was correct. The result is that appeal No. 606 of 1921 also fails.

We accordingly order that both appeals Nos. 449 and 606 of 1921 be dismissed with costs.

Appeal dismissed.

Before Mr. Justice Piggott and Mr. Justice Sulaiman.

BADR-UD-DIN (OBJECTOR) v. MUHAMMAD HAFIZ AND ANOTHER (DECREE-HOLDERS).*

1922
June, 12.

Act No. IX of 1908 (Indian Limitation Act), schedule 1, article 182 (5)—Execution of decree—Limitation—First application for arrest of judgment-debtor—Second application for arrest of judgment-debtor and secondarily of his sureties.

Held that an application for execution of a decree by arrest of the judgment-debtor will operate to save limitation in respect of a subsequent application in which the prayer was, first, for the arrest of the judgment-debtor, and secondly, for the arrest of two persons who had become sureties for the due satisfaction of the decree by the judgment-debtor. *Muhammad Hafiz* v. *Muhammad Ibrahim* (1) referred to.

THE facts of this case sufficiently appear from the judgment of the Court and from the report in the previous case of *Muhammad Hafiz* v. *Muhammad Ibrahim* (1).

Munshi *Sarkar Bahadur Johari*, for the appellant.

Munshi *Narain Prasad Ashthana*, for the respondents.

PIGGOTT and SULAIMAN, JJ. :—This appeal represents a further stage in certain execution proceedings which have been once already before this Court, *vide* the case of *Muhammad Hafiz* v. *Muhammad Ibrahim* (1). The appellant now before us, Sheikh Badr-ud-din Khan Bahadur, is one of the two sureties who bound themselves for the satisfaction of a certain decree. One of the points taken in appeal before us is as to the interpretation of the security bond and the nature of the obligations thereby undertaken by the sureties. We do not say, for a moment, that Sheikh Badr-ud-din Khan Bahadur, who was not a party to the appeal before the Court in the reported case referred to, is not entitled to be heard on this point; but, having heard him, we are still of opinion that the terms of the security bond were rightly interpreted by this Court when delivering the aforesaid judgment. The

* Second Appeal No. 1527 of 1921, from a decree of T. K. Johnston, District Judge of Agra, dated the 10th of August, 1921, confirming a decree of Iftikhar Husain, Subordinate Judge of Agra, dated the 11th of July, 1921.

(1) (1920) I. L. R., 43 All., 152.

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result is that one of the obligations, jointly and severally assumed by the two sureties, was the satisfaction of the entire decree, in the event of the judgment-debtor, Muhammad Ibrahim, failing to satisfy it. The only further question that can be raised is one of limitation. It has been pointed out to us that the first time when proceedings were taken against the present appellant was in the month of October, 1920. We have already decided in the reported case that an application for execution, dated the 6th of March, 1918, where execution was sought by arrest of the person of the judgment-debtor, was not barred by limitation on the date on which it was made. We are still of the same opinion. Now the question is whether that application saves limitation for the application of the 25th of October, 1920, in which the prayer was for recovery of the amount of the decree by arrest of the judgment-debtor in the first place, or, failing satisfaction by that means, by proceedings against the persons of the two sureties. If that application was in time, then the application now before us is also in time. The question really depends on the manner in which the provisions of section 145 of the Civil Procedure Code are to be applied to those of article 182 of the Schedule to the Indian Limitation Act (IX of 1908). We are of opinion that the view taken in the reported case was correct and that it practically governs also the case now before us. It has been noted by us that the learned Judges of the Bombay High Court have since then, in the case of *Cholappa Bin Gattinha Sauna* v. *Ramchandra Anna Pai* (1), distinguished against the previous decision of the same court which has been referred to before us in argument as supporting the case for the appellant. The case against the appellant really admits of being stated in the form of a dilemma. Either the effect of section 145 of the Code of Civil Procedure is to make the decree, in a case like the present, equivalent to a decree passed jointly against the original judgment-debtor and the surety or the sureties, or it has not that effect. If it has, then the case is covered by the closing words of Explanation (1) to article 182 of the schedule, and an application for execution against a judgment-debtor or against any one of the sureties affords a starting point for a fresh period of limitation, even though the application next made be against a different surety. On the other hand, if the effect of section 145 of the Civil Procedure Code be not as

(1) (1920) I. L. R., 44 Bom., 34.

suggested above, then the words of Explanation (1) aforesaid have no application whatsoever to a case like the one now before us and must altogether be excluded from consideration. In that case we are driven back to the words of clause (5) of article 182 itself. The point we have to decide is whether the application of the 6th of March, 1918, was or was not an application in accordance with law to the proper court for execution of the decree, or to take some step in aid of execution of the decree. We cannot answer that question otherwise than in the affirmative. We think the appeal fails and it is dismissed with costs.

Appeal dismissed.

MATRIMONIAL JURISDICTION.

Before Sir Grimwood Mears, Knight, Chief Justice, Mr. Justice Piggott and Mr. Justice Walsh.

A. A. GARLINGE (PETITIONER) v. IRENE REBECCA GARLINGE (RESPONDENT) AND JOSEPH PRIOR (CO-RESPONDENT.)*

1922 *June*, 12.

Divorce—Petition for dissolution by husband on the ground of adultery—Respondent not represented by counsel—Duty of petitioner to provide respondent with means of obtaining legal assistance—Practice.

Where, in a petition for dissolution of marriage upon the ground of adultery filed by the husband, the wife enters an appearance and denies the allegations against her, she has an absolute right to require her husband to furnish her with funds sufficient to enable her to make a full and satisfactory defence, and to obtain such assistance from counsel as is reasonable in the circumstances, and the Court should take upon itself the duty of seeing that this is done.

THIS was a decree *nisi* for dissolution of marriage submitted to the High Court for confirmation. The facts of the case, so far as they are necessary for the purposes of this report, appear from the judgment of the Court.

Mr. *C. Thompson*, for the petitioner.

Babu *Saila Nath Mukerji*, for the respondent.

The co-respondent was not represented.

MEARS, C. J. and PIGGOTT and WALSH, JJ. :—This is a reference from the Court of the District Judge of Ajmer-Merwara, under section 17 of the Indian Divorce Act No. IV of 1869. The petitioner is Alfred A. Garlinge, described as a guard in the employment of the Bombay, Baroda and Central India Railway. The respondent is his wife, Irene Rebecca Garlinge, and the co-respondent is Joseph William Prior, employed in the Locomotive shops at Ajmer.

* Matrimonial Reference No. 9 of 1922.