as against Zahur, no doubt relying upon the decision in *Tulsa Kuar* v. *Jageshar Prasad* (1). Zahur has not appealed and we have not, therefore, had to consider this question.

The appeal is, therefore, dismissed with costs.

Appeal dismissed.

Before Mr. Justice Boys and Mr. Justice Kendall.

BHAGWAN DAT SHASTRI AND ANOTHER (PLAINTIFFS) *v.* RAJA RAM (DEFENDANT).*

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March, 9.

Act No. IX of 1872 *(Indian Contract Act), section* 23—*Agreement opposed to public policy—Performance of* "puja" *for success of pending suit.*

Plaintiff and defendant entered into a contract by which the plaintiff undertook to perform some kind of "*puja*" (referred to as "*anushthan*") in order to cause defendant to be successful in a suit which he had before the courts: in the event of his success, the plaintiff was to get one-tenth of the decree money. The plaintiff (partially at any rate) carried out his part of the contract, and the defendant was successful in his suit.

Held, on suit to enforce payment of one-tenth of the decree money, that the agreement was contrary to public policy, as it was found that the intention of the parties was that the plaintiff should exercise some extraneous influence, unauthorized by law, on the mind of the court.

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

Dr. *M. L. Agarwala*, for the appellants.

Munshi *Haribans Sahai*, for the respondent.

BOYS and KENDALL, JJ.:—This second appeal arises from a somewhat peculiar suit. The plaintiff and the defendant had entered into a contract by which the plaintiff undertook to perform some kind of "*puja*" which is referred to as "*anushthan*"

* Second Appeal No. 1910 of 1924, from a decree of W. Y. Madeley, Additional Judge of Moradabad, dated the 23rd of September, 1924, reversing a decree of Banwari Lal, Subordinate Judge of Bijnor at Moradabad, dated the 20th of March, 1923.

(1) (1906) I.L.R., 28 All., 563.

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BHAGWAN DAT SHASTRI v. RAJA RAM.

in order to cause the defendant to be successful in a suit which he had before the courts. In the event of his success the plaintiff was to get one-tenth of the decree money. The plaintiff (partially, at any rate) carried out his part of the contract and the defendant was successful in his suit. The plaintiff, therefore, brought the present suit to enforce the payment of one-tenth of the decree money. The trial court decreed the plaintiff's claim in part, but the lower appellate court dismissed the plaintiff's suit on the ground that the agreement entered into between the parties was contrary to public policy. The question of whether this agreement was contrary to public policy is the only one that has been argued before us in second appeal. It has been argued on behalf of the plaintiff appellant that the grounds on which a suit is barred by public policy have been very strictly limited, and that it is unsafe to make any addition to the classes of suits that can be so barred. It is urged that it cannot be against public policy to pray for success in a suit and that, in effect, this was what the plaintiff undertook to do on behalf of the defendant. The finding of the court below is that the plaintiff undertook by prayer (*prarthana*) to bring extraneous influence to bear on the mind of the court trying the defendant's suit. We think that the circumstances of this case distinguish it from one in which one person should merely have undertaken to pray to a righteous deity for the success of another's suit, for in such a case the deity being righteous would be understood only to exercise an influence in a just cause. In the present case the intention of the parties evidently was that the plaintiff should exercise some influence unauthorized by law on the mind of the court, whether righteous or the reverse, and whether through any particular deity or not, at any rate with the object of bringing about the success of

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BHAGWAN DAS SHASTRI v. RAJA RAM.

the defendant in those proceedings. We think that such an agreement must be held to be contrary to public policy. It is true that no similar case has been quoted to us from the Indian or English Courts to fortify our decision, but such a case as the present could not now occur in England and it may be doubted whether such a case has ever come before an English Court; nor have we been referred to a similar Indian case.

The appeal is dismissed with costs.

Appeal dismissed.

Before Mr. Justice Mukerji and Mr. Justice Ashworth.

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March, 10.

BAZ BAHADUR SINGH AND OTHERS (PLAINTIFFS) *v.* RAGHUBIR PRASAD AND OTHERS (DEFENDANTS).*

Act No. I of 1872 *(Indian Evidence Act), sections* 17 *to* 21, *and section* 115—*Mortgage—Suit for redemption—Admission in mortgage-deed as to amount of consideration received differing from endorsement made by Sub-Registrar.*

Where the question was as to the exact amount which it was necessary for the mortgagor to pay to redeem a usufructuary mortgage it was *held* that a statement contained in the mortgage-deed that the mortgagor had received a particular sum at the time of registration, could not be taken into account as against the endorsement of the Sub-Registrar that a different (and lesser) sum had been paid by the mortgagees.

THE facts of this case sufficiently appear from the judgement of MUKERJI, J.

Munshi *Sheo Dihal Sinha*, for the appellants.

Dr. *Surendra Nath Sen* and Munshi *Ajudhia Nath*, for the respondents.

MUKERJI, J. :—This is a plaintiffs' appeal arising out of a redemption suit. There was a mortgage executed by one Durga Singh in favour of three

* First Appeal No. 164 of 1924, from a decree of H. Beatty, Subordinate Judge of Mirzapur, dated the 15th of December, 1923.