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that a brother is a member of a Muslim's family within the meaning of this section even when such brother lives in a different country and supports himself. He does not cease to be a member of the family thereby. In the particular case before us we have not the slightest hesitation in finding that Ashiq Ali, Sadiq Ali, Ahmad Ali and Musammat Najuban are members of Imdad Ali's family. These findings dispose of all the pleas argued before us in appeal. We dismiss this appeal with costs.

Stuart, C.J. and Raza, J.

Appeal dismissed.

APPELLATE CIVIL.

Before Mr. Justice Gokaran Nath Misra and Mr. Justice Bisheshwar Nath Srivastava.

THAKUR JAI INDRA BAHADUR SINGH (PLAINTIFF-APPELLANT.) v. LALA KHAIRATI LAL AND OTHERS (DEFENDANTS-RESPONDENTS).*

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Mortgage—Joint Hindu family—Hindu father, mortgage by—Debt of a Hindu father, sons liability to pay—When major portion of debt for necessity but no necessity proved for a minor portion of a mortgage debt, son's liability to pay that minor portion—Limitation Act (IX of 1908) articles 116 and 66—Mortgage inoperative and unenforceable as a mortgage—Limitation applicable to enforce the personal covenant—Alienations by a Hindu father— General allegations that father was extravagant and immoral, whether would relieve the son.

The principle applicable in the case of sales, that if a sale-deed is found to have been executed for necessity and the bulk of its consideration consists of antecedent debt or was justified by family necessity it should not be set aside because no legal necessity in respect of a minor portion of the sale-price has been proved, does not apply in the case of a mortgage. The position in the case of a mortgage is quite different. In the case of a mortgage the father can borrow

*First Civil Appeal No. 20 of 1928, against the decree of Pandit Gulab Singh Joshi, Subordinate Judge of Kheri, dated the 31st of October, 1927, dismissing the plaintiff's claim.

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the precise amount required to meet the family necessity. If he borrows more money than is required the sons cannot be made liable for the sum in excess of family necessity.

Bunyad Husain v. *Mata Din Singh* (1), *Gur Sahai* v. *Girdhari Lal* (2), *Ram Dei* v. *Suraj Bakhsh* (3), and *Sri Krishn Das* v. *Nathu Ram* (4), referred to. *Badri Prasad* v. *Madan Lal* (5), and *Taraprosad Sau* v. *Madhu Sudan Giri* (6), distinguished.

Where a registered mortgage-deed is inoperative or cannot be enforced as a mortgage, nevertheless the mortgagee can enforce the personal covenant and claim a money decree against the mortgagor, in that case the suit will be governed by six years' rule prescribed by article 116 and not by article 66 of the Limitation Act, for the mortgage-deed in suit cannot be considered to be a single bond within the meaning of article 66.

It is well settled that in the case of an alienation by a Hindu father a mere general allegation that the father led an extravagant, immoral and licentious life would, even if proved, not be sufficient to relieve the son.

Har Narain v. *Beni Pershad* (7), *Joginee Mohun Chatterji* v. *Bhoot Nath Ghosal* (8), *Sham Lal* v. *Teharya Lakhmi Chand* (9), *Dinkar Hari Kulkarne* v. *Chhagandal Narsidas* (10), *Dronamraju Rama Rao* v. *Vissapragada Vedayya* (11), *Gajadhar Bakhsh* v. *Gauri Shanker* (12), and *Miller* v. *Runga Nath Mullick* (13), relied on, *Ramdin* v. *Kalka Pershad* (14), and *Ganesh Lal Pandit* v. *Khetramohan Mahapatra* (15), distinguished. *Quinn* v. *Leathem* (16), *Tricomdas Coverji Bhoja* v. *Gopinath Jiu Thakur* (17), *Ram Narain* v. *Kalka Singh* (18), *Lalchand Nanchand Gujar* v. *Narayan* (19), *Pate* v. *Pate* (20), referred to. *Kishen Lal* v. *Garuruddhwaja Prasad Singh* (21), and *Sri Narain* v. *Lala Raghubans Rai* (22), followed.

(1) (1916) 19 O.C., 122.
(2) (1919) 22 O.C., 84.
(3) (1920) 23 O.C., 204.
(4) (1927) 4 O.W.N., 184.
(5) (1893) I.L.R., 15 All., 75.
(6) (1925) 30 C.W.N., 201.
(7) (1905) 8 O. C., 77.
(8) (1902) I. L. R., 29 Cal., 654.
(9) (1920) 18 A. L. J., 476.
(10) (1913) I. L. R., 38 Bom., 177
(11) 1922) I. L. R., 46, Mad., 435.
(12) (1921) 8 O. L. J., 31.
(13) (1886) I. L. R., 12 Cal., 389.
(14) (1884) L. R., 12 I. A., 12.
(15) (1926) L. R., 53, I. A., 134.
(16) (1901) 1 A. C., 495.
(17) (1917) L. R., 44 I. A., 65.
(18) (1903) I. L. R., 26, All., 138.
(19) (1913) I. L. R., 37 Bom., 656.
(20) (1915) A. C., 1100.
(21) (1899) I. L. R., 21 All., 238.
(22) (1912) 17 C. W. N., 124 (P. C.)

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Messrs. *Haider Husain, Ganga Prasad* and *Suraj Narain Dikshit*, for the appellant.

Messrs. *St. G. Jackson* and *Prag Das Bhargava*, for the respondents.

MISRA and SRIVASTAVA, JJ. :—This is a first appeal arising out of a suit to recover Rs. 51,844 on foot of a mortgage-deed, dated the 24th of July, 1920. The deed was for Rs. 35,000 and had been executed by defendant No. 1 in favour of one Chhedanu Sah. The term fixed in the mortgage was three years. The plaintiff is an assignee of the mortgagee rights. The only defendants who contested the suit were defendants Nos. 2 and 3, the sons of the mortgagor, defendant No. 1. They pleaded that the property which formed the subject of mortgage was joint family property and that the defendant No. 1 had no right to mortgage it. They denied that the mortgage-money was borrowed for any legal necessity and further pleaded that the money had been borrowed for immoral purposes and the family property was, therefore, not bound by it.

The amount of Rs. 35,000 forming the consideration of the mortgage-deed in suit consisted of two items, namely Rs. 34,000 left with the mortgagee for payment of money due on two earlier mortgages and Rs. 1,000 paid in cash before the Sub-Registrar. The trial court decided the plea of immorality against the defendants. It held that the item of Rs. 34,000 was for legal necessity and binding upon the defendants. As regards the item of Rs. 1,000 paid in cash, it held that the plaintiff had failed to prove that it was borrowed for legal necessity and therefore the defendants Nos. 2 and 3 were not bound to pay that amount. It further held that the defendant No. 1 could not be made personally liable for this amount as the claim in respect of it was governed by Article 66 of the Indian Limitation Act and was, therefore, barred by time.

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The plaintiff has appealed in respect of the item of Rs. 1,000 and the defendants Nos. 2 and 3 have filed cross-objections in respect of an item of Rs. 8,000 forming part of the sum of Rs. 34,000 left with the mortgagee for payment of two earlier mortgages.

Misra and Srivastava, JJ.

The first contention urged on behalf of the appellant is that the sum of Rs. 1,000 paid in cash has been proved to have been borrowed for legal necessity and reliance has been placed on the statement of Binda Prasad (P. W. 2), who was the *mukhtar* of the original mortgagee, Chhedanu Sah. He stated that "the amount of Rs. 1,000 was, perhaps, paid for the payment of revenue. The defendant No. 1 said that it was to pay the revenue." In cross-examination he admitted that the transaction was not made through him and that he did not know if the mortgagee made any inquiries about the debts. He was unable to offer any explanation as to why no mention was made in the deed about the sum of Rs. 1,000 being taken for the payment of revenue. We are not prepared to accept the uncorroborated statement of this witness on this point. The witness qualifies his statement with a "perhaps" and is not certain about it. We, therefore, agree with the lower court that the plaintiff has failed to prove the legal necessity for this amount.

Next it was urged that this amount of Rs. 1,000 forms but a small fraction of the mortgage-money and therefore the plaintiff should be given a decree for the entire mortgage-money even though the legal necessity for this small portion of it may not be established. We are of opinion that the principle relied upon by the learned Counsel for the appellant has no application to the present case. It has often been decided in cases of sales that if a sale-deed is found to have been executed for necessity and the bulk of its consideration consists of

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antecedent debt or was justified by family necessity, it should not be set aside because no legal necessity in respect of a minor portion of the sale price has been proved —See *Bunyad Husain* v. *Mata Din Singh* (1); *Gur Sahai* v. *Girdhari Lal* (2) and *Ram Dei* v. *Suraj Bakhsh* (3). The same principle was affirmed recently by their Lordships of the Privy Council in *Sri Krishn Das* v. *Nathu Ram* (4). All these cases are cases of sales. The reason for this rule, to use the words of their Lordships of the Allahabad High Court quoted with approval by their Lordships of the Judicial Committee in the above case, seems to be that "it is not always possible for the father of a family to sell that share of the property which will bring in the precise sum which is wanted to clear the debts which are binding." The position in the case of a mortgage is quite different. The father can borrow the precise amount required to meet the family necessity. If he borrows more money than is required the sons cannot be made liable for the sum in excess of the family necessity. The only two cases of mortgages cited by the learned Counsel for the plaintiff are Badri *Prasad* v. *Madan Lal* (5) *and Taraprosad Sau* v. *Madhu Sudan Giri* (6). In the Allahabad case it was remarked that the entire debt amounting to Rs. 1,650, with the exception of Rs. 11-9-0, constituted antecedent debts and a decree was passed for the entire amount. But the question now under consideration was neither raised nor considered. In the Calcutta case a Hindu widow borrowed more than the necessity justified. It was held that the creditor in such a case must prove that legal necessity did exist or that he made proper and *bonâ fide* inquiries as to the existence of such necessity and satisfied himself by all reasonable means as to its existence. But he is not to see to the application of the

(1) (1916) 19 O.C., 122.
(2) (1919) 22 O.C., 84.
(3) (1920) 23 O.C., 204.
(4) (1927) 4 O.W.N., 184.
(5) (1893) I.L.R., 15 All., 75.
(6) (1925) 30 C.W.N., 204.

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money. In the circumstances of the particular case their Lordships having found that the creditor had established the existence of the necessities and the reversioner having failed to show that the amount advanced was excessive to the knowledge of the creditor, it was held that the mere fact that the amount borrowed was, to some extent, larger than the sum actually needed did not vitiate the mortgage. The decision in this case, in our opinion, turned upon the special facts of the case and proceeded upon a different principle. We cannot, therefore, regard any of these two cases as an authority in support of the plaintiff's contention. We must, therefore, overrule it.

The last point urged in support of the appeal relates to limitation. It is contended that the claim for a personal decree against the mortgagor in respect of this item of Rs. 1,000 is governed by the six years' rule of limitation provided in Article 116 of the First Schedule of the Indian Limitation Act and not by the three years' rule laid down in Article 66. We are of opinion that this contention must succeed. The mortgage-deed in suit is a contract in writing registered. If the mortgage is inoperative or cannot be enforced as a mortgage nevertheless the mortgagee can enforce the personal covenant and claim a money decree against the mortgagor. There seems to be a concensus of authority of all the High Courts in the country that such cases are governed by the six years' rule prescribed by Article 116. Article 66 applies to claims based on a single bond. A single bond means a bond merely for payment of a certain sum of money without any condition in or annexed to it—See Halsbury's Laws of England, volume III, page 80, and *Har Nârain* v. *Beni Pershad* (1). The mortgage-deed in suit cannot be considered to be a single bond within the

(1) (1905) 8 O.C., 77.

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meaning of Article 66. *In Jogmee Mohun Chatterjee* v. *Bhoot Nath Ghosal* (1) Mr. Justice AMEER ALI (as he then was) remarked as follows :—

> "If I am right in that conclusion, it follows that the document cannot take effect as a mortgage-deed; but as it is registered, although the suit has been brought more than three years after the date of execution, the claim is not barred as was contended for by the defendant's counsel."

In *Sham Lal* v. *Tehariya Lakhmi Chand* (2) the mortgage being held to be invalid the mortgagee asked for a simple money decree. The suit was instituted within six years of the expiry of the period fixed for repayment. BANERJI and TUDBALL, JJ. held that the suit was not time-barred. In *Dinkar Hari Kulkarne* v. *Chhaganlal Narsidas* (3) a Division Bench of the Bombay High Court, consisting of HEATON and SHAH, JJ., held that where the mortgage-deed was invalid, a suit for a personal decree against the mortgagor was governed by Article 116 of the Limitation Act. Their Lordships of the Madras High Court in *Dronamraju Rama Rao* v. *Vissapragada Vedayya* (4) held that where the registration of the mortgage-deed was a fraud on the registration law and did not affect the immoveable properties comprised in the deed, still the registration was good as regards the personal covenant to repay the mortgagee-money and enabled the mortgagee to sue for it within six years as provided by Article 116 of the Indian Limitation Act. This case was followed in our own Court by HASAN and KING, JJ. in *Ramhit Singh* v. *Dunia Singh* (Second Civil Appeal No. 4 of 1927, decided on the 3rd of May, 1927). In *Gajadhar Bakhsh* v. *Gauri Shanker* (5) Messrs. DANIELS and WAZIR

(1) (1902) I.L.R., 29 Calc., 654. (2) (1920) 18 A.L.J., 476.
(3) (1913) I.L.R., 38 Bom., 177. (4) (1922) I.L.R., 46 Mad., 435.
(5) (1921) 8 O.L.J., 81.

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HASAN held that where in a suit based upon a mortgage executed by the manager of a joint Hindu family the mortgagee prays for an alternative relief that in case the mortgaged property be not found liable for payment of the mortgage debt he should be given a personal decree, the limitation for such a relief is governed by Artcle 116. It does not seem necessary to multiply authorities in support of this view.

Misra and Srivastava, JJ.

The learned Counsel for the respondents claims that all these cases must be considered to be bad law in view of the pronouncement of their Lordships of the Privy Council in *Ramdin* v. *Kalka Pershad* (1) and *Ganesh Lal Pandit* v. *Khetramohan Mahapatra* (2). In the first of these cases the suit was instituted by the mortgagee, claiming a decree for the mortgage-money by sale of the mortgaged property and also by rendering the person of the defendant and his other property liable. It was claimed that the second relief for a personal decree was governed by the twelve years' rule prescribed by Article 132 of Schedule II of Act IX of 1871. Their Lordships remarked that "a period of nearly ten years elapsed from the time at which the mortgage-money with interest became payable before the suit was instituted. The question submitted for their Lordships' consideration is, whether the lesser period of limitation, three or six years *as the case may be*, has barred the personal remedy against the mortgagee, even though the mortgage remains in full force, as against the mortgaged property . . . The second schedule places simple money demands generally under the three years' limitation, and under No. 65 the same limitation is applied to a single bond, and under the same limitation are placed bills of exchange, arrears of rent, and suits by mortgagors to recover surplus from the mortgagees. The six years' limit embraces suits on foreign judgments and some

(1) (1884) L.R., 12 I.A., 12. (2) (1926) L.R., 53 I.A., 134.

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compound registered securities. The twelve years' period is made applicable principally to suits in respect of immoveable property, though it also applies to judgments and recognizances in India." Ultimately their Lordships decided that Article 132 did not apply to the relief for a personal decree. It will be noticed that the suit in this case was brought more than six years after the mortgage-money became payable. The only question which their Lordships were called upon to decide was whether twelve years' rule of limitation prescribed by Article 132 applied to the case. It was wholly immaterial whether the case was governed by the three years' or six years' rule as in either case the claim was long barred. Their Lordships were not called upon to decide as to which of the two lesser periods of limitation applied to the claim for personal relief.

Misra and Srivastava, JJ.

In the second case also, as remarked at page 139 of the report, the suit on the mortgage bond was not instituted until ten years after the debt became repayable. The question which arose for determination was whether the claim on the personal covenant for the balance of the mortgage debt was barred by limitation and as such the alienations made by a Hindu widow in consideration thereof were not binding on the reversioners. The respondent was not represented at the hearing of the appeal before their Lordships of the Judicial Committee and their attention was not drawn to Article 116 of the Indian Limitation Act. The Right Honourable Mr. AMEER ALI, delivering the judgment of their Lordships, referred with approval to the decision of the Judicial Committee in *Ramdin* v. *Kalka Pershad* (1) and to a decision of the Calcutta High Court in *Miller* v. *Runga Nath Mullick* (2), which followed the decision in Ram*din* v. *Kalka Pershad* (1), in suport of the view that Article 132 did not apply to the claim for a money

(1) (1884) L.R., 12 I.A., 12. (2) (1886) I.L.R., 12 Calc., 389.

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decree. The last sentence quoted by their Lordships from the decision of the Calcutta High Court is as follows:—

> "The claim to make the defendant personally liable has therefore been rightly held to be barred by limitation, the present suit having been commenced more than *six years* after the accrual of the cause of action."

Misra and Srivastava, JJ.

In this case also it is clear beyond doubt that as the suit on the mortgage bond had been instituted more than six years after the due date the only question which arose for decision was whether the claim for a personal decree could be governed by the twelve years' rule. It was of no consequence at all for the purposes of that case whether the three years or the six years' rule applied to such a relief. Thus the remark made by their Lordships "that the claim had become barred under Article 66", on which strong reliance has been placed by the learned Counsel for the respondents, was an *obiter* and not necessary for the decision of the appeal. While any *dicta* of their Lordships of the Judicial Committee are always entitled to our greatest respect yet we cannot in the circumstances stated above treat this remark as an authority in support of the contention that the claim is governed by the three years' rule. As pointed out before his Lordships the Right Honourable Mr. AMEER ALI,, sitting as a Judge of the Calcutta High Court in the case of *Joginee Mohun Chatterjee* v. *Bhoot Nath Ghosal* (1), in which the question arose directly for decision, held that Article 116 applied to such a case. The same view was taken in *Miller* v. *Runga Nath Moulick* (2), which was referred to with approval by their Lordships. As remarked by Lord HALSBURY in *Quinn* v. *Leathem* (3) "every judgment must be read

(1) (1902) I.L.R., 29 Calc., 654. (2) (1886) I.L.R., 12 Calc., 389.
(3) (1901) 1 A.C., 495.

as applicable to the particular facts proved, or assumed to be proved, since the generality o fthe expressions which may be found there are not intended to be expositions of the whole law, but governed and qualified by the particular facts of the case in which such expressions are to be found." Without a further pronouncement by their Lordships to that effect we are not prepared to hold that their Lordships intended to overrule the catena of decisions of the various High Courts and to lay down a rule of law to the effect contended for by the respondents. We feel stronger in taking this view as we find that their Lordships of the Judicial Committee in *Trivomdas Cooverji Bhoja* v. *Gopinath Jiu Thakur* (1) in unequivocal terms accepted the interpretation put upon Article 116 by the courts in India which supports in principle the view we are adopting in the present case. In this case the claim was for royalty based on a registered *qabuliat* and the question was whether the claim was governed by the six years' rule under Article 116 or by the three years' rule under Article 110. Their Lordships remarked:—

Misra and Srivastava, JJ.

> "Both these Acts (Act IX of 1871 and Act XV of 1877) draw, as the Act of 1859 had drawn, a broad distinction between unregistered and registered instruments much to the advantage of the latter. The question eventually arose whether a suit for rent on a registered contract in writing came under the longer or the shorter period. On the one hand it has been contended that the provisions as to rent is plain and unambiguous and ought to be applied, and that in any case 'compensation for the breach of a contract' points rather to a claim for unliquidated

(1) (1917) L.R., 44 I.A., 65. (2) (1903) I.L.R., 26 All., 138.

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damage than a claim for payment of a sum certain. On the other it has been pointed out that 'compensation' is used in the Indian Contract Act in a very wide sense, and that the omission from article 116 of the words which occur in article 115 'And not herein specially provided for for,' is critical. Article 116 is such a special provision, and is not limited, and therefore, especially in view of the distinction long established by these Acts in favour of registered instruments, it must prevail. There is a series of Indian decisions on the point, several of them in suits for rent, though most of them are in suits on bonds. They begin in 1880, and are to be found in all the Indian High Courts. In spite of some doubts once only was it held, in Ram *Narain* v. *Kalka Singh* (1), decided in 1903, that in such a suit article 110, and not article 116, applied. Then in 1908, and in this state of the decisions, Act IX of 1908 replaced the Limitation Act of 1877 without altering the language or arrangement of the articles, and in 1913 in *Lalchand Nanchand Gujar* v. *Narayan* (2) the High Court of Bombay held that, especially in view of this re-enactment, the current of decisions must be followed, and *Ram Narain's* case must be disapproved. In the present case the High Court treated the matter as settled law in the same sense.

Where the terms of a statute or ordinance are clear their Lordships have decided that

(1) (1903) I.L.R., 26 All., 138. (2) (1913) I.L.R., 37 Bom., 656.

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"even a long and uniform course of judicial interpretation of it may be overruled, if it is contrary to the meaning of the enactment: *Pate* v. *Pate* (1). Such is not the case here. However arguable the construction of Act XV of 1877 may have been when the matter was one of first impression, it certainly cannot be said that the construction for which the appellants argue was ever clearly right. On the contrary their Lordships accept the interpretation so often and so long put upon the statute by the courts in India, and think that the decisions cannot now be disturbed.

We feel sure that if their Lordships in *Ganesh Lal Pandit* v. *Khetramohan Mahapatra* (2) intended to make any pronouncement against the principal enunciated in their previous decision just quoted or to lay down any new principle, they would have done so in more clear and express terms. For these reasons we hold that the plaintiff's claim for a personal decree against defendant No. 1 in respect of the sum of Rs. 1,000 is governed by Article 116 and is within time.

We allow the appeal with costs. The plaintiff is given a simple money decree against defendant No. 1 for Rs. 1,000 with interest thereon at 9 annas per cent. per mensem compoundable six-monthly up to the date of the suit. The plaintiff will get future interest at six per cent. per annum from the date of the suit till realization.

Now it remains to deal with the cross-objections. The attack by the defendants is confined to one item of Rs. 9,003 which formed part of the item of Rs. 34,000 left with the mortgagee. This sum of Rs. 9,003 was payable under a mortgage-deed, dated the 10th of

(1) (1915) A.C., 1100. (2) (1926) L. R., 53 I. A., 134.

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September, 1908, for Rs. 8,000 (exhibit B2). The entire consideration under this deed was paid in cash. The defendants contend that this money was spent in immoral purposes and is, as such, not binding on them. Mr. *Jackson*, the learned Counsel for the respondents, relies on the statement of Har Sarup (D2 W6), Bhagwandin (D2 W7), Khairati Lal, defendant No. 1 (D2 W10) and Pandit Amrit Lal (D2 W8). The story told by the first three witnesses is that out of Rs. 8,000 borrowed under this deed Rs. 3,000 were given to one Musammat Bhaga, a hill prostitute, as her salary for one year paid in advance, Rs. 2,000 were spent in ornaments for the same prostitute and the balance of Rs. 3,000 was spent in financing a litigation with which the family had no concern. All these witnesses have in turn been disbelieved by the learned Subordinate Judge before whom they were examined. Har Sarup (D2 W6) was not in any way associated with the execution of the deed. He has no personal knowledge about the expenditure of any portion of the money. His statement is pure hearsay. He admits to have given evidence not less than twenty times and the trial Judge has characterised him as a professional witness.

Bhagwandin (D2 W7) is a servant of the defendant No. 1. He says he took Rs. 3,000 to Naini Tal and paid it there to the prostitute. He is definite in his statement that he went with the money in *Jeth* or *Asarh*. It is to be noted that the deed was executed on the 10th of September, 1908. If his statement is correct the payment was made either a month or two before the execution of the document or 9 or 10 months after it had been executed. He says nothing about the money alleged to have been spent on ornaments and his statement about the expenses on litigation is pure hearsay.

Khairati Lal (D2 W10) is the father of the defendants Nos. 2 and 3 and is obviously interested in helping

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his sons. He is unable to give any details of the expenses of the litigation. He admits that he keeps account-books, but there is no mention of these expenses in them.

The evidence of all these witnesses is quite worthless. We have no hesitation in rejecting the evidence as has been done by the trial court. We agree with the learned Subordinate Judge in holding that the defendants have completely failed to connect the consideration of the deed in question with the alleged immorality. As regards Pandit Amrit Lal (D2 W8), his evidence does not help the defendants so far as the transaction under consideration is concerned. He came to know the defendant No. 1 since 1912, that is about four years after the execution of exhibit B2. He knows nothing about the transaction. All that he deposed to was that when he was employed in Lakhimpur from 1912 to 1921 he came to know that Musammat Bhaga was in the keeping of the defendant No. 1. This evidence at best can prove that he was leading an immoral life during this period but we cannot draw any necessary inference from it as regards the life he led four years before, much less to connect the transaction in suit with the alleged immoral life. It is well settled that in such cases a mere general allegation that the father led an extravagant, immoral and licentious life would, even if proved, not be sufficient to relieve the son—See the cases of *Kishen Lal* v. *Garuruddhwaja Prasad Singh* (1) and *Sri Narain* v. *Lala Raghubans Rai* (2). We, therefore, agree with the learned Subordinate Judge that the defendants have failed to make out any case entitling them to be relieved from the liability for payment of this debt. The cross-objections fail and are dismissed with costs.

Misra and Srivastava, JJ.

Appeal allowed.

(1) (1899) I.L.R., 21 All., 238. (2) (1912) 17 C.W.N., 124 (P.C.).