

REVISIONAL CIVIL.

Before Mr. Justice LeRossignol.

TEJA SINGH (PLAINTIFF) Petitioner

versus

KALYAN DAS-CHET RAM } (DEFENDANTS)*
AND INDAR SINGH } Respondents.

1925

May 2.

Civil Revision No. 680 of 1924.

*Transfer of Property Act, IV of 1882, section 130—
Oral assignment of a debt—whether valid in the Punjab.*

Held, that although the equitable principles underlying the Transfer of Property Act are followed in the Punjab, the Act itself with its technicalities does not apply and an oral assignment of a debt for consideration is consequently not invalid.

Application for revision of the decree of Malik Ahmad Khan, Senior Subordinate Judge, Rawalpindi, dated the 18th February 1924, reversing that of Sheikh Muhammad Yakub, Subordinate Judge, 4th class, Gujar Khan, District Rawalpindi, dated the 13th December 1924, and dismissing the plaintiff's suit.

ANANT RAM, for Man Singh, for Petitioner.

NAND LAL, for Respondents.

JUDGMENT.

LEROSSIGNOL J.—This application arises out of an action brought on the following facts:—

The defendant firm borrowed Rs. 200 from Indar Singh, defendant No. 2, and executed an acknowledgment of the debt in the books of defendant No. 2. Defendant No. 2 assigned the debt to the plaintiff who brought an action for recovery and arrayed defendant No. 2 as a formal defendant.

The Courts below are agreed that the document executed by defendant No. 1 was for consideration,

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but the learned Senior Subordinate Judge accepted a contention urged for the first time before him to the effect that the assignment was bad in law inasmuch as it had not been made in writing.

Now although the equitable principles underlying the Transfer of Property Act are followed in the Punjab, the Act itself with its technicalities does not apply, and the learned Subordinate Judge committed an irregularity in relying upon that Act to dismiss on a purely technical point a claim which he otherwise held to be just and equitable. The assignor was made a party to the suit, and he admitted the assignment of the debt to the plaintiff. The only defence on the merits was that the debt was without consideration. That the debt was for consideration has been held by the Courts below.

I accordingly accept the application and restore the decree of the first Court, but as the assignment of the debt does not seem to have been effected in the ordinary course of business I leave the parties to bear their own costs throughout.

Revision accepted.

C. H. O.
