

MISCELLANEOUS CIVIL.

Before Mr. Justice Broadway and Mr. Justice Addison.

IN THE MATTER OF MEHTA KRISHAN CHANDRA,
PLEADER.

1927

April 22.

Civil Miscellaneous No. 223 of 1927.

Legal Practitioners Act, XVIII of 1879, section 13 (a)—Pleader—acting for complainant in one case—and for the accused in a different case—whether constitutes breach of the law.

The Pleader in question was consulted by the complainant and drafted a complaint on his behalf in regard to incidents which had occurred on a certain date. Later, in a case instituted by the same complainant against the same accused but in connection with totally different incidents, the pleader, not having been engaged for the prosecution, appeared on behalf of the accused.

Held, that this did not constitute a breach of section 13 (a) of the Legal Practitioners Act.

Ali Muhammad v. Sham Lal (1), distinguished.

Case referred by M. M. L. Currie, Esquire, District Judge, Multan, with his letter No. 393, dated 19th February 1927, for the orders of the High Court.

NEMO, for Complainant.

MOTI SAGAR and MEHR CHAND MAHAJAN, for Respondent.

ORDER OF THE HIGH COURT.

BROADWAY J.—*Lala* Krishan Chand, a Pleader, practising in Multan, has been reported to this Court by the learned District Judge for having committed an offence under the Legal Practitioners Act. It is said that he is guilty of an offence under section 13 (a) of the Legal Practitioners Act XVIII of 1879 in that

BROADWAY J.

1927

IN THE MATTER
OF MEHTA
KRISHAN
CHANDRA.

BROADWAY J.

having been engaged by the complainant in certain criminal proceedings he subsequently appeared for some of the persons accused at a later stage of those proceedings. The learned District Judge has found that the complaint which led him to make an enquiry into the conduct of this pleader was clearly the outcome of personal spite and party feeling. He also appears to have found that the main story told by the complainant was false. Nevertheless, on general grounds he appears to have thought that the pleader should be censured and has placed reliance on *Ali Muhammad v. Sham Lal* (1). In my judgment the facts of that case are quite different from those of the present one. Here all that the complainant has been able to establish is that he had asked the pleader to draft a certain complaint relating to incidents that occurred on the 4th of September 1925. The complaint itself is cast in very general terms, the names of the parties are not given in it, nor even the date of the occurrence. The proceedings that took place later related to an incident that was alleged to have occurred on the 20th of November 1925, so that the complaint drafted by the pleader had clearly nothing whatever to do with the proceedings in which he later appeared. The learned District Judge thinks that the complainant must, in the course of consultation have disclosed certain matters relating to title to the pleader. It is not easy to understand what these matters could have been. In any event in my judgment no breach of section 13 (a) of the Legal Practitioners Act has been committed by the pleader. All that appears to have happened is that he was consulted by the complainant who later on did not think

fit to engage him to prosecute the case instituted by him in connection with a totally different incident. In these circumstances had the pleader appeared and defended the persons charged throughout the case he would not, in my judgment, have committed any breach of the Legal Practitioners Act and no further action is necessary.

ADDISON J.—I agree.

N. F. E.

1927
 IN THE MATTER
 OF MEHTA
 KRISHAN
 CHANDRA.
 BROADWAY J.

ADDISON J.

Reference dismissed.

APPELLATE CIVIL.

Before Mr. Justice Addison and Mr. Justice Agha Haidar.

SOTAM RAM AND OTHERS (DEFENDANTS),
 Appellants.

versus

PARDUMAN RAM AND OTHERS (PLAINTIFFS),
 Respondents.

Civil Appeal No. 2828 of 1924.

Hindu Law—Joint family—Contract by Manager—breach of—Presumption of being for benefit of family—whether arises—liability of other members—onus probandi—Indian Contract Act, IX of 1872, section 74—Compensation for breach—sum specified in contract claimed but not proved as loss—burden of proof.

A suit in which the plaintiff claimed (*inter alia*) the sum of Rs. 500 which had been agreed upon beforehand by defendant No. 2 as the amount payable in the event of the breach of a certain contract, was decreed in full, not only as against defendant No. 2 (who had actually entered into the contract and committed the breach complained of) but against his father and brothers (defendants Nos. 1, 3 and 4) on the ground that, although none of them carried on any commercial business they belonged to the joint Hindu family of which defendant No. 2 was the Manager.

1927
 April 28.