

## APPELLATE CIVIL.

*Before Shadi Lal C. J. and Gordon-Walker J.*

SARDARI LAL (PLAINTIFF) Appellant

*versus*

THE BHARAT NATIONAL BANK, LTD., DELHI  
(DEFENDANT) Respondent.

Civil Appeal No. 3002 of 1926.

*Hindu Law—Joint family—debt contracted by father for his own benefit—liability of entire co-parcenary property.*

*Held*, that when a Hindu father has contracted a debt even for his personal benefit, the creditor may obtain a decree against the father alone and may enforce the decree by attachment and sale of the entire co-parcenary property, including the son's interest therein.

*Brij Narain Rai v. Mangal Prasad* (1), relied upon.

*Second appeal from the decree of Rai Bahadur Lala Rangi Lal, District Judge, Gujranwala, dated the 26th October 1926, affirming that of Mr. C. L. Bannerji, Subordinate Judge, 2nd Class, Gujrat, dated the 21st April 1926, dismissing the plaintiff's suit.*

DEV RAJ SAWHNEY, for Appellant.

FAKIR CHAND and CHIRANJIVA LAL, for Respondent.

The judgment of the Court was delivered by—

SHADI LAL C. J.—On the 2nd July, 1921, the Bharat National Bank Limited, Delhi obtained a decree against Bhagwan Das and his son Ram Kishen; and attached in execution of the decree the houses in dispute. The plaintiff, who is the son of Ram Kishen, has brought the present action for a declaration that

1931

Jan. 12.

1931

SARDARI LAL  
v.  
THE BHARAT  
NATIONAL  
BANK,  
LIMITED.

the debt, for which the decree was obtained, was not binding on the joint Hindu family, and that the property, which belonged to the Hindu Co-parcenary, cannot be sold for the realisation of that debt.

The Courts below have concurred in dismissing the suit, and it is contended on behalf of the appellant that the manager of a joint family business has an implied authority to contract debts for the ordinary purposes of the family business, and that it is not shown that the debt in question was contracted for any family purpose. This rule, however, does not apply to the case of a father or grandfather, for the payment of whose debts the whole of the co-parcenary property is liable, unless it is shown that the debts were contracted for an illegal or immoral purpose. This rule of law has been firmly established and has recently been affirmed by their Lordships of the Privy Council in the well-known case of *Brij Narain Rai v. Mangal Prasad* (1). Indeed, the law is clear that when the father has contracted a debt even for his own personal benefit, the creditor may obtain a money decree against the father alone and may enforce the decree by attachment and sale of the entire co-parcenary property including the son's interest therein.

The property was rightly held liable for the payment of the decretal amount, and the appeal preferred by the plaintiff is accordingly dismissed with costs.

A. N. C.

*Appeal dismissed.*

(1) (1924) I. L. R. 48 All. 95 (P.C.).