

Original Jurisdiction.(a)

Original Suit No. 196 of 1875.

THE SENNAY POORASAY HINDU JANANOO-
KOOLA NIDHI (*Limited*).....*Plaintiff.*

THAYAR AMMAL.....*Defendant.*

A Society, which came into existence after Act X of 1866, but was not registered, until some time afterwards, under the provisions of that Act sued by some of its officers to recover debts arising out of transactions entered into before Registration.

Held, that such Society could not recover in the suits in their present form, as it was not, before Registration, an Association authorized to sue in the name of an officer.

THE plaintiff *Nidhi* or Fund, by its President, Secretary, Treasurer and Law Agent, sued the defendant, a subscriber to the said Fund, for recovery of Rupees 1,080-10-6 balance of principal and interest due up to the 15th April 1875 ; interest on Rupees 900 and Rupees 300, respectively, from the 16th April 1875 to date of payment at Annas 8 Pice 4 *per cent. per mensem* according to Rules 15 and 18 of the Fund ; and costs. The plaint prayed that, in default, the house and ground No. 32, Vurdier Street, Peddoo Naick's Pettah, in the Black Town of Madras, be sold, and the sale proceeds applied so far as they extend towards the payment of the said loan.

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The plaint alleged that on the 18th February 1872, the defendant borrowed and received from the Managing Committee of the said Fund the sum of Rupees 900 and executed a mortgage of the said house and ground No. 32, Vurdier Street, Peddoo Naick's Pettah, in the Black Town of Madras as a security for the re-payment of the said Rupees 900, interest thereon at Annas 8 and Pice 4 *per cent. per mensem*, and the defendant's monthly subscription of Rupees 12 which was to go towards the payment of the principal according to the Rules of the Fund.

The defendant borrowed and received a further sum of Rupees 300 on the 3rd March 1872 and executed a Promissory Note in favor of plaintiff or order on demand. The said Promissory Note provided for the payment of interest at the rate of Annas 8 Pice 4 *per cent. per mensem*.

(a) Present :—Innes, J

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The defendant is in possession of the premises as tenant under a Tamil rental agreement executed on the 18th February 1872 providing for the payment of Rupees 6-4-0 monthly before the 20th day of each month.

The defendant having paid only Rupees 590-8-1 on account of her debt, this suit is brought for the recovery of the balance.

The defendant alleged that she dealt with the Hindu Jananookoola Nidhi established in 1869, but which was never registered under Act X of 1866, and which no longer exists. She denied that she dealt with the Fund represented by the plaintiffs. She pleaded, among other things, that the Nidhi established in 1869 not having been registered is incapable of suing; that she did not receive the whole of the consideration mentioned in the mortgage and the Promissory Note; that she has paid her subscriptions and interest mentioned in the mortgage in full as well as the principal and interest in the Promissory Note; that the claim on the said Note is barred.

On the 22nd July 1875, the Mr. Justice Kernan settled the following amongst other issues:—

“ Whether plaintiffs are competent to sue, the Company not having been registered at the date of the mortgage and Promissory Note ? ”

Balajee Row, Vakil for the plaintiffs.

Gurumurti Iyer and *Kristnasawmy Chetty*, Vakils for the defendant.

Cur. adv. vult.

This case and Original Suit No. 197 of 1875 (next case) were heard together. The judgment of the Court upon both suits will be found at page 195.

Original Suit No. 197 of 1875.

THE SENNAY POORASAY HINDU JANANOOKoola NIDHI (*Limited*).....Plaintiff.
RAMANJIAH and anotherDefendants.

The plaintiffs sued as the President Secretary, Treasurer and Law Agent of the *Nidhi* or fund for the recovery of