

*Privy Council Appeal No. 107 of 1920.*  
*Patna Appeal No. 94 of 1918.*

Maharaja Kesho Prasad Singh - - - - - *Appellant*

*v.*

Siv Saran Lal - - - - - *Respondent*

FROM

THE HIGH COURT OF JUDICATURE AT PATNA.

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JUDGMENT OF THE LORDS OF THE JUDICIAL COMMITTEE OF THE  
PRIVY COUNCIL, DELIVERED THE 5TH JULY, 1921.

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*Present at the Hearing :*

VISCOUNT HALDANE.

LORD PHILLIMORE.

SIR JOHN EDGE.

SIR ROBERT STOUT.

[*Delivered by* SIR ROBERT STOUT.]

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This is an appeal by Maharaja Kesho Prasad Singh against a decree of the High Court of Judicature at Patna. The High Court reversed the decree of the Subordinate Judge of the Second Court at Arrah, which had dismissed the suit with costs. The suit was to recover Rs. 5,445 and the basis of the claim rests on an *ekramana*, given by Maharani Beni Prasad Kueri, widow of Raja Sri Radha Prasad Singh Bahadur, K.C.I.E., Gaddinashin and proprietress of Raj Reasat Dumraon (Dumraon Estate) in Pergana Bhojpur, District Shahabad, by caste an Ujjain Chhatri and by occupation a Zemindar.

The Dumraon Raj is impartible and the estate is an important one and one of considerable extent. The family of the Maharaja trace their pedigree back for many centuries. The widow before named managed the estate after the death of her husband; it had been devised to her for the term of her life by the will of her husband.

A great number of questions was raised before the Subordinate Court, and no less than seventeen issues were framed. These issues were issues of law and fact. In the High Court these issues were reviewed, and a decree was made for the payment of the principal sum claimed with interest at six per cent. per

annum, from the end of each month till realisation; that the decree was to be executed only against the property of the Maharani in the appellant's hands which had not been duly administered by him.

According, therefore, to this decree, the liability of the appellant was only as an administrator of the estate of the Maharani. The case has, however, been argued, and the respondent has claimed that he is entitled to his claim against the appellant on one of two grounds, that is to say, either against him as an administrator *de son tort* of the estate of the Maharani or as the owner of the Dumraon estate.

The case of the respondent rests on the ekrarnama, and it was contended that this document binds the administrator of the Maharani's estate and also the owner of the Dumraon Estate.

The respondent was a pleader of the Courts, and had had conversation with the Maharani about becoming the manager of the estate. At one or more of the interviews, his statement is that she said that if he gave up his practice in Court, and became the manager of the estate, she would see that he should not be the loser by so doing. There is no mention of such a promise in the contract of employment. This was evidenced by the letter sent by the Maharani to the respondent, and dated the 29th May, 1902. It reads as follows :—

“ Urgent.

“ From—

Maharani Beni Prasad Kuer Deyi Debi,

“ To—

Munshi Siv Saran Lal.

(May God keep you in peace.)

“ After expressing my desire to meet you I have to say that as Mr. Charles Fox, the manager, has resigned his post, I think it necessary that some competent man should live at my place and help me, so I write to you that you will please live at my place and execute the orders which I may issue to you, and will pay you Rs. 1,200 per month as salary.

“ The 29th May, 1902.”

The respondent entered on his work as manager, and on the 15th June, 1906, the ekrarnama was executed. The draft of this document was, before signature by the Maharani, seen by the respondent, and he seems to have made no objection to its terms. The Judge of the Subordinate Court and the Official Court Translator agree as to the translation of this ekrarnama, but the judges in the High Court were of opinion that it was wrongly translated in part by the Official Translator and the Subordinate Judge. The part objected to, reads in the translation adopted by the Subordinate Judge as follows :—

“ Therefore, in order that the said Munshi may not at any time hereafter sustain loss for leaving the service, I think it proper and just that should the said Munshi leave this service for any reason, or if under any other circumstances, reasonable or unreasonable, he may have to leave this service, according to his own wishes or against his wishes, then the said Munshi shall get monthly Rs. 500, which comes to Rs. 6,000 annually for

life, by way of pension, from the date of resignation from the Dumraon *raj reyasat*. And I hope that, if perchance, after granting this pension, he (the said Munshi) again desires to resume his practice as a Pleader, then he shall get sufficient compensation for the loss he might sustain for leaving his profession for a considerable period and that he will pass his old age comfortably. It is desirable that the heirs and representatives of mine, the successor and the administrators to the Dumraon *raj reyasat* Estate shall fully comply with the terms of this document."

The translation adopted by the High Court of this part of the document reads as follows :—

"I, therefore, in order to safeguard against the loss which the said Munshi may sustain, if perchance he vacates this post for any reason in future, I think it just and proper that if in future the said Munshi gives up this service for any reason or he has to resign the service according to his wishes or against his wishes for any other reason, and under any circumstance, justifiable or unjustifiable, he, the said Munshi, shall get Rs. 500 (rupees five hundred) monthly which amounts to Rs. 6,000 (rupees six thousand) annually, as pension for life from the date he resigns the post of manager of Raj Reasat Dumraon, and I hope that by allowing this (torn) if perchance he, according to his desire, reverts to the profession of pleadership, he shall get to some extent compensation for the loss he may sustain for leaving his profession after (? for) a long time, and he will pass his old age in comfort. The heirs and representatives of me, the executant, and the Gaddinashin and administrators of Raj Reasat Dumraon should fully comply with the (terms of) this deed."

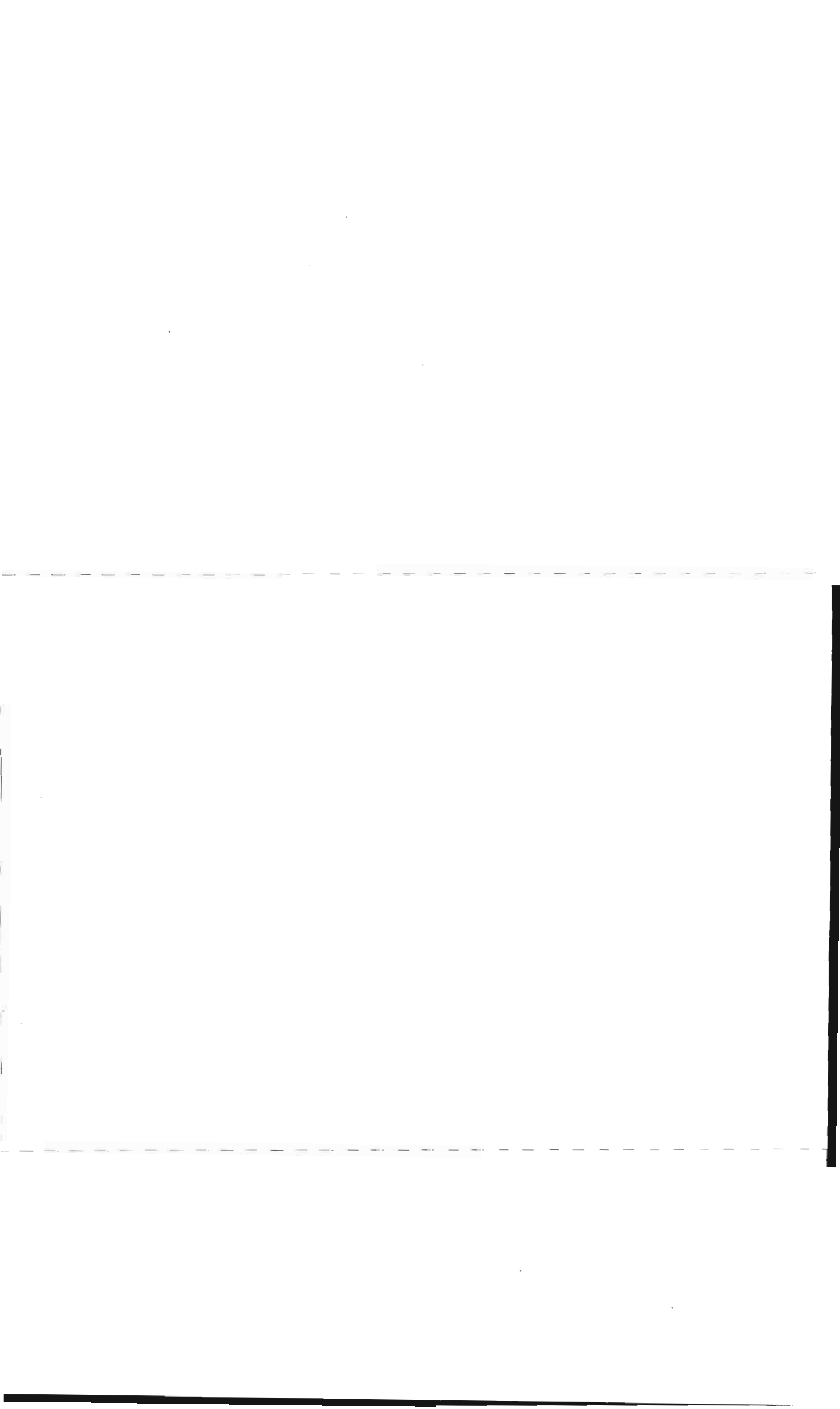
There does not seem much difference in the language, so far as the creation of a liability on the part of the administrator of the estate of the Maharani is concerned, between the two translations. The respondent rests his case on the translation accepted by the High Court. The question, therefore, is: Do the words used in the accepted translation show that the Maharani agreed or contracted with the respondent that, after her death, her executor or administrator should pay the pension named?

The ekrarnama provides that the respondent is to get Rs. 500 monthly, for life, from the date he resigns his post as manager, and it goes on to say that the Maharani hopes that by allowing this sum, he will pass his old age in comfort; but then comes the next, and important, sentence, as to who is to pay this, and the words already quoted show that there are two different parties mentioned, *viz.*, first, her heirs and representatives, and, secondly, the owner or administrators of the Raj Dumraon Estate, and the ekrarnama says that these parties "should fully comply with the terms of this deed." Are these words a binding promise to pay such a pension, or are they only a recommendation by the lady to two different parties to comply with the deed, *i.e.* to pay the pension? If it had been intended to provide that the pension was to be a right of the respondent to obtain this money, the words are surely insufficient to effect such an intention. In the accepted translation, the words are that they "should fully comply" with the terms of the deed. She did not treat, therefore, the ekrarnama as an ordinary contract. It has to be noticed that the work which the respondent did was work for

the estate, not personal work for the Maharani. Why then should her personal estate be bound to pay a pension to this servant of the estate, namely, the respondent ?

Their Lordships are of opinion that the ekrarnama is not in terms a contract binding the executor or administrators of the Maharani to pay the pension, nor can it be said that it is a binding contract, on the owner or administrators of the Raj Dumraon Estate to pay such a pension. Being of this opinion, it is unnecessary to consider whether the appellant was ever the administrator of the estate or the other questions raised in the appeal.

Their Lordships are of opinion that the appeal must be allowed with costs, both here and below, and that the decree of the Subordinate Judge dismissing the suit be restored. They agree with the opinion expressed by the Judges of the High Court, that in the Court below a mass of irrelevant matter was introduced, and that two documents specified have been printed that were irrelevant. The cost of printing these documents (*i.e.* p. 274 to p. 348 and p. 351 to p. 481 in the printed record) must be borne by the appellant, and the Registrar of the Privy Council should disallow all costs of, and incidental to, these irrelevant documents when taxing the costs of the appeal incurred in England. Their Lordships will humbly advise His Majesty accordingly.



In the Privy Council.

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MAHARAJA KESHO PRASAD SINGH

vs.

SIV SARAN LAL.

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DELIVERED BY SIR ROBERT STOUT.

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