

**(1923) 06 AHC CK 0017**  
**In the Allahabad High Court**

Firm Dwarka Das-Ajodhiya Prasad

APPELLANT

Vs

Firm Lachimi Narain-Girdhari Lal

RESPONDENT

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**Date of Decision :** 19-06-1923

**Acts Referred:**

Negotiable Instruments Act, 1881 (NI) — Section 7

**Citation :** 74 Ind. Cas. 692

**Hon'ble Judges :** Daniels, J

**Bench :** Single Bench

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## Judgement

Daniels, J.—This is an application for revision of a decree, of the Judge of the Small Cause Court, Cawnpore SQ far, as it awards a sum, of Rs. 59 against the applicant firm Dworka Das Ajodhia Prasad on the basis of a hundi. The hundi was drawn on the applicants and the whole question so far as their liability went, was, Whether they accepted it, or not. The learned" judge of the Court below finds that the hundi was not accepted as required by Section 7 of the Act, namely, by the drawee signing his assent on the bill, but he finds on oral evidence,. that the applicants; did accept it verbally and on this basis he has decreed the suit against them. He relied on a statement in the fourth edition of Chalmers Negotiable Instruments. Act, page 190, that "Possibly by local custom hundis may be accepted verbally." The learned Judge has, however, overlooked the fact that any such local custom must be specifically, set up and proved by evidence, and neither of these" things was done in this, case. On the findings of the Court below it appears to me, that no decree could legally be passed against the applicants and I accordingly allow the revision and set aside the decree of the Court below so far as it is against the applicants. As the Court below has found that the merits of the case are largely with the opposite party I allow no costs to the applicants either her or in the Court below.