
(2000) 07 P&H CK 0103

In the Punjab And Haryana At Chandigarh

Case No : Regular First Appeal No. 558 of 1979

Punjab National Bank

APPELLANT

Vs

Lakhmi Chand Sunder Dass and others

RESPONDENT

Date of Decision : 31-07-2000

Acts Referred:

Citation : (2001) 1 ICC 272 : (2001) 1 LJR 90 : (2000) 4 RCR(Civil) 125

Hon'ble Judges : R.L.Anand, J

Advocate : None for the Appellant,, Advocates for appearing Parties

Judgement

R.L. Anand, J

1. Unsuccessful plaintiff Punjab National Bank, Bhatinda Branch has filed the present R.F.A. and it has been directed against the judgment and decree dated 24.1.1979 passed by the Senior Sub Judge, Bhatinda, who dismissed the money suit of the plaintiffs Bank for a sum of Rs. 1,01,563.33.

2. The pleadings of the parties can be described and summarised in the following manner :

3. Punjab National Bank, Bhatinda Branch (hereinafter called 'the Bank') filed a money suit through Rajinder Pal Bedi, its Manager and Attorney of the Bank for recovery of Rs. 1,01,563.33 as the balance due from defendant No. 1 towards their cash credit account with the Bank. The case set up by the plaintiff in the trial Court was that the Bank being a Scheduled and Nationalised Bank has different branches in India including at Bhatinda. Rajinder Pal Bedi is the Manager of Bhatinda Branch of the Bank and he has been duly authorised to file the suit. Defendant No. 1 firm through its partners had opened current account with the Bank vide account opening form (sic) secured by the plaintiff Bank belonging to the defendant were put to auction, which fetched a sum of Rs. 11,252/ and after accounting for all these payments, the balance due against the defendant was Rs. 1,01,563.33 as on 31.12.1976 and the defendant has not paid the same. Hence, the suit

4. Notice of the suit was given to the defendants. The stand taken up by the defendants is that Harbans Lal never accepted the balance amount of Rs. 99,429,67 on 5.1.1973. No loan was obtained by the defendants from the Calcutta office of the plaintiff Bank. Sunder Dass, one of the partners of the defendant firm has since expired and he had a predeceased daughter namely Maya Devi, who had one son and three daughters and they were not made parties in the suit and as such the suit is bad for nonjoinder of necessary parties. It was also pleaded by the defendants that the suit of the plaintiff is not within limitation nor it has been filed by a duly authorised person. The defendant firm has already paid more than double the amount advanced to it and as such no decree can be passed.

5. The plaintiff filed a rejoinder to the written statement in which it reiterated its assertions made in the plaint by denying those of the written statement and from the pleadings of the parties the learned trial Court framed the following issues :

1. Whether Shri Rajinderpal Bedi had locusstandi to file this suit on behalf of the plaintiffBank ? OPP
2. Whether the plaintiff Bank is a Nationalised Bank under the Banking Companies (Acquisition and Transfer of Undertaking) Act, 1970 ? OPP
3. Whether the partners of defendant No. 1 executed an agreement in favour of plaintiff Bank accepting their liability to repay due/balance amount ? OPP
4. Whether vide above agreement the security so deposited under that agreement was sole and absolute and unencumbered property ? OPP
5. Whether defendant No. 1 through their partner Harbans Lal accepted their liability and confirmed a balance of Rs. 99,429.67 due from them on 5.1.1973 and was acknowledged at Bhatinda ? OPP
6. Whether the plaintiff Bank maintains its account in more than three account books regularly and correctly in due course of business ? If so, its effect ? OPP
7. Whether the defendant No. 1 had been dealing with the plaintiff Bank and taking the loan benefits and a loan of Rs. 1,76,806.09 was returned against it which was also accounted for ? OPP
8. Whether a sum of Rs. 1,01,563.33. is due from defendant No. 1 which they are liable to pay to the plaintiff from 5.1.1973 upto 31.12.1975 ? OPP
9. Whether the suit is within limitation ? OPP
10. Whether the defendant No. 1 has paid more than double the amount advanced; if so its effect ? OPD
11. Whether Maya Devi was the daughter of Sunder Dass (deceased) and she died leaving behind one son and three daughters and the latter are necessary parties ? If so, what is effect of their nonjoinder ? OPP

11A. Whether this Court has no territorial jurisdiction to entertain the suit ? OPD

12. Relief.

6. The parties led evidence in support of their respective cases. Issues No. 1, 2 and 3 were decided in favour of the plaintiff. No finding was given on issue No. 4 as it was observed by the trial Court that no finding is necessary on this issue. Issues No. 5 and 9 were taken together by the trial Court and both these issues were decided against the plaintiff and in favour of the defendants. Issue No. 6 was decided in favour of the plaintiff. Issues No. 7 and 8 were decided against the plaintiff. Issue No. 10 was decided against the defendants. Similarly, issues No. 11 and 11A were decided against the defendants and in favour of the plaintiff. Under issue No. 12, for the reasons that issues No. 5 and 9 were decided against the plaintiff, the suit of the plaintiff Bank finally dismissed.

7. Aggrieved by the judgment and decree of the trial, the present appeal.

8. I have heard the learned counsel for the respondents. The fate of the entire suit hinges on the findings of the trial Court on issues No. 5 and 9. Before I take up this matter on merit, it would be useful for me to incorporate the reasons given by the trial Court for the dismissal of the suit and the relevant reasons are contained in paras No. 11 to 17 of the impugned judgment, which are reproduced as follows :

11. The confirmation letter allegedly signed by Harbans Lal defendant who is admittedly one of the partners of the defendant firm has been placed on the file as Ex. P9. In the first instance its execution by Harbans Lal defendant who has also appeared as DW1 has been denied by him. The document was admitted in evidence subject to the objection of the opposite counsel. As regards the mode of proof of this document in evidence, the objection raised by the learned counsel for the defendant is not sustainable. The plaintiff has examined PW3 Dewan K. S. Puri, who has deposed after the comparison of the disputed signatures of Harbans Lal defendant on the document Ex. P9 with his standard signatures, that the same are of one and the same person. Dewan K.S. Puri, the handwriting expert has given convincing and cogent reasons in support of this conclusion and the same are set out in detail in his report Ex. PW3/A3. Even the naked eye examination of the signatures of Harbans Lal on the document Ex. P9 clearly shows that the same perfectly tally with his signatures which he appended on this document in the Court under the endorsement "not admitted". Sh. Harbans Lal defendant appears to be lacking of moral courage to admit his signatures on the letter Ex. P9. It seems that the fate of the suit hinges around the document Ex. P9 which as a matter of fact is the basis of the suit. Apparently, therefore, Harbans Lal defendant did not think it proper to admit its execution by him as the partner of the defendant firm. I may, therefore, hold that the execution of the letter Ex. P9 by Sh. Harbans Lal as the partner of the firm stands firmly established.

12. There is, however, another objection raised by the learned counsel for the

defendant which has been strenuously urged by him and which I suppose goes to the root of the case. The learned counsel for the defendants contends that the letter Ex. P9 which constitutes the acknowledgment of the balance amount forms the basis of the present suit, and the same requires a stamp of 25 Paise and the document being unstamped is inadmissible in evidence.

13. After giving my deep thought to the argument advanced to me by the learned counsel for the defendants, I am of the opinion that the same has considerable merit. The reading of the plaint as a whole shows that the suit of the plaintiff is based on the document Ex. P9 vide which Sh. Harbans Lal accepted the liability of the plaintiff firm and confirmed a balance of Rs. 99,429.67 and as has been alleged in para No. 8 of the plaint. It is further mentioned in this very para that this amount was acknowledged at Bhatinda and agreed to be paid here. Again in para No. 16 of the plaint it has been pleaded that the cause of action arose in favour of the plaintiff at Bhatinda on 5.1.1973, where the balance amount of Rs. 99,429.67 was confirmed by the defendant firm against their account opened at Bhatinda. The reading of the contents of the letter Ex. P9 coupled with these averments made in the plaint do not leave even the slightest doubt that Sh. Harbans Lal defendant one of the partners of the defendant firm acknowledged a balance of Rs. 99,429.67 standing against the defendant firm. Such an acknowledgment falls within Article I of Schedule 1 appended to the Indian Stamp Act, 1899 which is reproduced below for facility of preference :

Description of Instrument

Proper Stamp duty

1. Acknowledgment of a debt exceeding twenty rupees in amount or value, written or signed by, or on behalf of, a debtor in order to supply evidence of such debt in any book (other than a banker's passbook) or on a separate piece of paper when such book or paper is left in the creditor's possession; provided that such acknowledgment does not contain any promise to pay the debt or any stipulation to pay interest or to deliver any goods or other property.

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Vide the document Ex.P9 the defendant firm acknowledged the balance debt of Rs. 99,429.67 and as such this document constitutes an acknowledgment as envisaged in the above provisions. It requires a stamp duty which admittedly now is 25 paise. As per the provisions of Section 35 of the Indian Stamp Act, the instrument Ex. P9 being unstamped is inadmissible in evidence, and the same is not even saved by proviso (a) to the said Section, because as per the amendment made by Punjab, such an acknowledgment as the bill of exchange or the promissory note does not become admissible in evidence even on the payment of the stamp amount and the requisite penalty. The learned counsel for the plaintiff has, however, argued that the document Ex. P9 does not amount to acknowledgment and simply is an admission of the correctness of the accounts

and as such requires no stamp duty. In support of his contention the learned counsel has placed reliance on *Ganga Jal v. Lal Chand*, 1970 P.L.R. 28.

14. After carefully going the above cited ruling, I am of the opinion that the same instead of helping the learned counsel for the plaintiff, rather goes against him. In the reported case a statement of the account had been prepared and a balance had been struck. The suit was then filed for the recovery of the balance amount and it was urged by the other side that the writing containing the statement of accounts of the balance was an acknowledgment of the debt and, therefore, inadmissible in evidence being unstamped. His Lordship held that the impugned writing to a certain extent may be said to be an acknowledgment of liability, but the same did not fall within the mischief of Article I Schedule 1 of the Indian Stamp Act. His Lordship observed that from the mere fact that an entry was couched in the word "Baqi Raha Dena" (the balance amount payable), it could not be inferred that it was so made with an intention to supply evidence of debt. In para No. 4 of the judgment, his Lordship summed up by saying that the circumstances of the case sufficiently indicated that that was not the intention of the parties that the copy of the accounts which was being supplied by the defendant to the plaintiff should furnish a cause for a future suit and all that was intended was that the parties should know the exact position of accounts. The facts of the present case are, however, otherwise, because as already pointed out the acknowledgment Ex. P9 was not furnished to know the exact position of accounts, but has been made basis for the present suit. This very acknowledgment has, therefore, been brought on record with an intention to supply evidence of debt and not merely to vouch safe the correctness of the accounts. The document Ex. P9, therefore, required stamp duty as per the aforesaid provisions of Article 1 Schedule 1 of the Act and the same being unstamped is inadmissible in evidence. Such being the circumstances, even the document Ex. P2 furnished by the partners of the defendant firm, wherein a reference to the confirmation letter has been made is of no avail to the plaintiff, because of the elimination of the confirmation letter Ex. P9 from the evidence and the same containing a direct reference to this letter while confirming the balance which has otherwise not been mentioned therein. The result is that the letter Ex. P9 being inadmissible in evidence, the plaintiff has failed to prove that any partner of the plaintiff firm accepted the liability and confirmed a balance of Rs. 99,429.67 on 5.1.1973.

15. Now I come to the point of limitation, because the same is connected with the document Ex. P9 which has been held to be inadmissible in evidence. For the purpose of limitation, the learned counsel for the plaintiff has sought to bring his case within Article 26 of the Limitation Act. This Article relates to the suits for money payable to the plaintiff for money found to be due from the defendant to the plaintiff on accounts stated between them. The limitation prescribed for such suits is 3 years and the same starts running from the date when the accounts are stated in writing. The contention of the learned counsel is that the letter Ex. P9 constitutes the "accounts stated" as envisaged in the said Article and as such the

limitation period starts running from 5.1.1973 which is the date of the document Ex. P9 and the suit having been filed on 2.1.1976, the same is clearly within limitation.

16. In the first place as already pointed out the letter Ex. P9 is inadmissible in evidence. Even otherwise this letter does not fall within the expression, accounts stated, appearing in Article 26 of the Limitation Act. In the accounts stated there are mutual promise, the one side while agreeing to accept the amount of the balance of the debt as true and to pay it, the other side agreeing the entire debt as at a certain figure and then agreeing that it has been discharged to such an such extent, so that there will be complete satisfaction on payment of the agreed balance. Such a transaction is essentially bilateral and creates a new debt and new cause of action. It thus follows that a mere balancing of an account if not necessarily an 'account stated' within the meaning of this Article, it should be the result of agreement between the parties to set up the crossitems of the account against one another. The difference between a statement of an account which merely amounts to an acknowledgment of liability and one which amounts to an account stated within the meaning of this Article is that in the former case the parties can go behind the statement and prove that a higher or less amount was due while in the later case, this course is not open to the parties and they would be bound by the statement as in the case of any other contract. In the case in hand, the letter Ex. P9 merely states a balance due from the defendant firm and the same does not carry the full statement of the items of accounts in respect of both the sides. In this view of the matter, the mere balancing of the account does not amount to expression "account stated" as appearing in this Article and for purposes of limitation the present suit does not fall within the mischief of this Article.

17. The learned counsel for the defendant has then sought to argue that the letter Ex. P9 constitutes as an acknowledgment of the debt and as per the provisions of Section 18 of the Limitation Act, the limitation period of three years stands renewed from 5.1.1973 on which date this acknowledgment was made. I am afraid that even this contention of the learned counsel for the defendant is devoid of any force. In the first place it has nowhere been averred by the plaintiff in the plaint that the cause of action had arisen on some previous occasion from which date the limitation had started running and that before the expiration of the prescribed period, the acknowledgment of liability was made by the defendant. On the other hand the bare reading of the plaint shows that no reference has been made to any specific item of the debt which ultimately led to a balance of Rs. 99,429.67. The plaintiff having not even alleged that the items of debt were within the prescribed limitation when the acknowledgment dated 5.1.1973 was made, the provisions of Section 18 of the Limitation Act, are not attracted to the case in hand. To my mind, Article 19 of the Limitation Act applies to the case in hand and it was for the plaintiff to have specified each and every loan advanced to the defendant firm, because the limitation period had started running from the dates when the loans were made. The loans were clearly

advanced to the defendant before 5.1.1973 when the balance had been struck and the limitation period in respect of those loans had thus run out at the time of the filing of this suit which was instituted on 2.1.1976. The statement of accounts Ex. P3 and P5 indicate the advancement of some loan amounts after 5.1.1973, but it stands clearly admitted by the plaintiff in the plaint that substantial payments have already been made leaving a balance of only Rs. 1,01,563.33 which includes the main sum of Rs. 99,429.67 and interest thereon. Taking the case from all the possible angles, the suit of the plaintiff is barred by time. Both these issues are, therefore, decided against the plaintiff."

9. The reading of the above reasons would show that the trial Court has dismissed the suit of the plaintiff Bank mainly by holding that the confirmation slip dated 5.1.1973 is not properly stamped and being inadmissible in evidence it cannot be looked into for any purpose and as such the limitation of the plaintiff is not saved. Let us see whether the findings of the trial Court in this regard are correct. In para No. 8 of the plaint it has been alleged by the plaintiff Bank as follows :

"That finally on 5.1.1973, defendant No. 1 Firm through its Partner Sh. Harbans Lal accepted their liability and confirmed a balance of Rs. 99,429.67 due from them to the plaintiff Bank. This amount was acknowledged at Bhatinda and agreed to be paid here."

In para No. 12 of the plaint the Bank alleged as follows :

"That even after 5.1.1973 the Firm defendant No. 1 had been dealing with the plaintiff Bank and taking the loan benefits as referred above. On 30.6.1974 a total sum of Rs. 1,76,806.09 was due from the defendant No. 1. The plaintiff Bank repeatedly approached the defendant Firm to pay the balance amount due against them. A registered letter to this effect was also sent to the defendant Firm on 10.6.1974."

Further, it is averred in para No. 12 as under :

"The Firm defendant No. 1 vide reply dated 12.7.1974 acknowledged the receipt of that letter and a request was made that the goods furnished as security may not be sold since they have arranged a deal of sale. A payment of Rs. 86,000/ was sent by cheque by the defendants Firm to the Bank which was not adjusted as this cheque was dishonoured. Subsequently the defendant Firm arranged to pay sums of Rs. 26,000/ on 20.7.1974 and Rs. 31,000/ on 12.9.1974 and again Rs. 38,000/ on 23.9.1974 which amounts were duly credited as against the balances due from defendant No. 1 to the plaintiff Bank."

10. In para No. 14 the plaintiff Bank alleged that according to the latest and upto date statement after 5.1.1973 upto 31.12.1975 a total sum of Rs. 1,01,563.33 is due to the Bank. Of course, in para No. 16 of the plaintiff Bank has stated as follows :

"That the cause of action arose in favour of the plaintiff at Bhatinda on 5.1.1973

where the balance amount of Rs. 99,429.67 was confirmed by defendant Firm against their account opened at Bhatinda, and also about a week back when the defendant was shown the final statement of account and he refused to make the payment thereof."

11. Thus the reading of the above material averments of the plaint would show that the Bank was basing its claim for those causes of action which arose to it on different dates such as 5.1.1973; 27.7.1974, when the defendant firm made a payment of Rs. 26,000/; 12.9.1974; when the defendant firm made a payment of Rs. 31,000/; 23.9.1974 when it made a payment of Rs. 38,000/ and also on the basis of the statement of account upto 31.12.1975 vide which the total balance of the Bank due was Rs. 1,01,563.33. The pleading of the parties are supposed to be read as a whole and not in isolation. It is true that the plaintiff Bank in para No. 16 of the plaint alleged that cause of action arose on 5.1.1973. But it also alleged that it arose a week before the institution of the suit when the final statement of account was shown to the partners of the defendant firm and they refused to make the payment. It may also be mentioned here that the suit of the plaintiff was instituted on 2.1.1976 at Bhatinda. The reasons given by the trial Court would show that the trial Judge has mainly banked upon his judgment on Ex. P9 which is a letter issued under the signatures of Sh. Harbans Lal, Partner, for M/s Lakhmi Chand Sunder Dass. It may be mentioned here that at the first instance this letter was not admitted by Sh. Harbans Lal but its execution is fully proved not through only the statements of the witnesses but even from the statement of Dewan K.S. Puri, the Handwriting Expert, who submitted his report Ex. PW3/A3 and gave the opinion that this letter was issued and signed by Sh. Harbans Lal and the signatures of Sh. Harbans Lal tally with his specimen signatures Ex. PW3/A1. Let us read whether it amounts to balance confirmation as observed by the trial Court or it is a letter acknowledging the liability. The letter runs as follows :

"1/We have renewed the documents in the above account (showing a debit balance of Rs. 99,429.67) and have executed fresh documents today for an amount/a cash credit limit of Rs. 1,50,000/. I/We confirm that the said amount of Rs. 99,429.67 is correctly due from me/us today to the Bank in my/our said previous account No. 435.

I/We hereby instruct and authorize the Bank to adjust the said amount due from me/us in my/our said previous account by debiting the amount to the renewed account opened under the fresh documents.

I/We further hereby declare and agree that the security (as per details attached hereto) pledged by me/us in my/our previous account No. 435 shall remain and continue to remain pledged with the Bank as security for the amount due in my/our renewed account.

Yours faithfully,

For Lakhmi Chand Sunder Das

Harbans Lal

Partner."

12. The list of securities has also been given on this letter dated 5.1.1973, Ex. P9. The reading of the above letter would show that there is an acknowledgment of liability made by a partner of a trading firm, who, in the ordinary course, has the power to acknowledge the debt on behalf of the firm. It is not a confirmation. It is an acknowledgment of the liability. The things do not rest here. Even after the writing of this letter dated 5.1.1973 the defendant firm had been dealing with the Bank. The Bank has filed the statement of account, which is Ex. P5. A reading of the same would show that a sum of Rs. 26,000/ was paid to the Bank on 20.7.1974; a sum of Rs. 31,000/ was paid on 12.9.1974 and a sum of Rs. 38,000/ was paid on 23.9.1974 and finally a debit balance of Rs. 1,01,563.33 was shown as on 30.12.1975. On 18.7.1974 there was a debit balance of Rs. 1,76,806.09, out of which a sum of Rs. 26,000/ was paid. On 11.9.1974 there was a debit balance of Rs. 1,55,576.24. Similarly, there was a debit balance of more than Rs. 1,24,000/ as on 23.9.1974.

13. The learned trial Court relied upon Article 1 of Schedule 1 of the Indian Stamp Act and held that Ex. P9 is an acknowledgment of debt exceeding Rs. 20/ and as such it requires to be stamped 25 paise. Since it has not been duly stamped, therefore, by virtue of Section 35 of the Indian Stamp Act, cannot be read into evidence being inadmissible. Section 35 lays down that no instrument chargeable with a duty shall be admitted in evidence for any purpose by any person having by law or consent of parties authority to receive evidence, or shall be acted upon, registered or authenticated by any such person or by any public officer, unless such instrument is duly stamped provided any such instrument not being an instrument chargeable with a duty not exceeding ten naye paise only, or a bill of exchange or promissory note, or acknowledgment or delivery order, shall, subject to all just exceptions, be admitted in evidence on payment of the duty etc. The trial Court was of the view that as document Ex. P9 required a stamp of 25 paise, therefore, it could not be read into evidence for any purpose. Section 36 of the Act lays down that where an instrument has been admitted in evidence, such admission shall not, except as provided in Section 61, be called in question at any stage of the same suit or proceedings on the ground that the instrument has not been duly stamped.

14. Now let us see how the document has been exhibited. This document Ex. P9 was tendered into evidence by the learned counsel appearing on behalf of the plaintiff in the trial Court on 18.10.1978. Of course, the productions Exs. P7 to P9 was objected at the time of their exhibition, but no objection was taken that this document is inadmissible. I have already produced above the operative portion of this letter Ex. P9. Section 19 of the Limitation Act lays down that where payment on account of a debt or of interest on a legacy is made before the expiration of the prescribed period by the person liable to pay the debt or legacy or by his agent duly authorised in this behalf, a fresh period of limitation

shall be computed from the time when the payment was made. The last payment was made in the year 1974. In these circumstances, three years are to be calculated from that date. The suit could be instituted upto 1977. Moreover, in this case, in the opinion of his Court, the provisions of Article 26 of the Limitation Act would apply and not Article 19. As per Article 26, for money payable to the plaintiff for money found to be due from the defendant to the plaintiff on accounts stated between them, three years would run when the accounts are stated in writing signed by the defendant or his agent duly authorised in this behalf, unless where the debt is, by a simultaneous agreement in writing signed as aforesaid, made payable at a future time, and when that time arrives. In the present case there was an account with the Bank of the defendant firm. The case set up by the plaintiff is that it had been advancing the cash credit limit to the defendant firm time to time and the defendant firm availed the benefit of that cash credit. Amounts were advanced and part payments were made. In these circumstances, vide letter Ex. P9 accounts were stated in writing and Sh. Harbans Lal signed as agent and duly authorised person on behalf of the firm. Further, it was stated by the defendant through Ex. P9 that the security shall remain pledged with the Bank. After 5.1.1973 more payments were made by the defendant firm and, therefore, the trial Court was in error in holding that the suit of the plaintiff bank was barred by limitation. The trial Court proceeded on the sole assumption that in para No. 16 of the plaint the Bank has come with a specific plea that cause of action arose to it on 5.1.1973 and that Ex. P9 is the balance confirmation slip, which is not properly stamped. Hence it is not admissible and, therefore, the limitation will start from the date of the original loan. Three years will be counted. The suit was instituted after three years of the advancement of loan on 2.1.1976, therefore, it is barred by limitation. In my opinion, it is not a balance confirmation. Rather it is an acknowledgment of a liability as per Section 19 coupled with the different payments made by the defendant firm in the running account and, therefore, the Bank will be able to take the advantage for the purpose of limitation from the last date of payment. The trial Court has not taken note of the subsequent payments made by the defendant firm. In this view of the matter, I am inclined to reverse the findings of the trial Court on issues No. 5 and 9 and both the issues are decided in favour of the plaintiff and against the defendants.

15. In view of my findings on issues No. 5 and 9, I also reverse the findings of the trial Court on issues No. 7 and 8 and hold that on 31.12.1975 a sum of Rs. 1,01,563.33 was due to the Bank from the defendant firm. It is further declared that after 5.1.1973 defendant No. 1 had been dealing with the plaintiff Bank and had been taking the loan benefits.

16. Resultantly, the appeal of the appellant Bank is allowed with costs throughout, the judgment and decree of trial Court is set aside and the suit of the plaintiff Bank is hereby decreed for a sum of Rs. 1,01,563.33 with future agreed rate of interest from the date of the institution of the suit till payment. Decree sheet be prepared accordingly.