
(1894) 01 MAD CK 0011
In the Madras High Court

Sundararaja Ayyangar

APPELLANT

Vs

Pattanathusami Tevar and Others

RESPONDENT

Date of Decision : 16-01-1894

Acts Referred:

Legal Practitioners Act, 1879 — Section 28, 29

Citation : (1894) ILR (Mad) 306

Hon'ble Judges : Muttusami Aiyar, J; Best, J

Bench : Division Bench

Judgement

1. This was a suit upon a promissory note executed by fourth defendant as the guardian of his sister's sons, defendants 1 to 3 for Rs. 600, alleged

to be due to plaintiff as remuneration for professional services rendered by plaintiff as vakil in criminal cases and proceedings. We agree with the

Judge that the claim cannot be supported on the special contract evidenced by the promissory note. Sections 28 and 29 of the Legal Practitioners"

Act require that such agreements should be in writing and filed in Court. It appears from the promissory note that it was executed for past services

rendered under oral agreements with the fourth defendant.

2. It has been held that this is no bar to a decree being passed for such reasonable remuneration as may be found due on the principle of quantum

meruit. If, therefore, the fourth defendant should be held to have had authority to bind the minor defendants 1, 2, 3 by this contract, we should

have considered it necessary to call for a distinct finding as to the amount that plaintiff would be entitled to as reasonable compensation for services

rendered. But no contract made by fourth defendant whether as guardian of the minors, or as their next friend can be held to be binding on them

unless the services to be rendered were either necessary or manifestly beneficial to the minors The finding of the Judge is that there was no such

necessity as to render the contract binding on the minors. Having regard to the objects for which the plaintiff was employed, we do not think they

were necessary or manifestly beneficial to the minors. In this view of the case it is not necessary for us to express an opinion as to the competency

of the minors" mother to appoint a guardian for her sons. We also observe that a decree has been passed against fourth defendant for the amount

claimed by plaintiff and he has preferred no appeal.

3. We dismiss the appeal with costs.