

In Re: Ranjit Singh

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SooperKanoon Citation : sooperkanoon.com/461480

Court : Allahabad

Decided On : Feb-24-1936

Reported in : AIR1936All359

Appellant : In Re: Ranjit Singh

Judgement :

Sulaiman, C.J.

1. Thakur Ranjit Singh has tiled a complaint against Mr. Carleton Advocate, praying that an inquiry may be ordered into his complaint regarding the advocate's failure to render accounts and refund the balance due. According to the petitioner, his son was convicted under Section 302, Penal Code, and Mr. Carleton conducted the case in the original Court as well as in the High Court, and later advised him to appeal to the Privy Council, that the petitioner in three instalments deposited Rs. 1,600 as approximate expenses, and that he was assured all along that proceedings of the appeal were going on. His son died in July 1934, upon which the petitioner informed the counsel to discontinue further expenditure. The petitioner sent many letters to the advocate asking for accounts, but did not receive any satisfactory reply and ultimately Rs. 355-14-0 were returned to him.

2. The position taken up by Mr. Carleton in his written reply is that the petitioner had been told that the fees and expenses would probably amount to something between Rs. 2,000 and Rs. 3,000 and not merely Rs. 1,600, that the main point in appeal was to be that fresh evidence had come to light, that the evidence of these

fresh witnesses had been recorded by Mr. Mason, the committing Magistrate, and forwarded by him to Mr. Nethersole, the District Magistrate of Bareilly, that this evidence was not easily traceable, that in addition to sending instructions to a Barrister in London he also sent 60 to a solicitor, that the advocate interviewed Mr. Mason and Mr. Nethersole at Lucknow and Bareilly, that at the request of the petitioner the advocate also interviewed the accused in the Fyzabad jail, that at the request of the petitioner the advocate saw Lt. Col. Palmer, the Inspector General of Prisons, at Naini Tal to represent to him the illness of the accused; that when demand was made for accounts in August 1935 the advocate endeavoured to go into the matter of accounts but found that all the correspondence had gone amissing from his office and careful search was made by him and others repeatedly but in vain, the necessary details being missing a rough and ready calculation was made and an estimated sum of Rs. 355-14-0 was considered due to the petitioner and, therefore, refunded, that the next thing that the advocate heard about this matter was the Chief Justice's communication dated 20th August 1935, and that the delay of three months in sending a detailed reply to the Chief Justice's communication was due to the fact that the advocate had purposely refrained from replying as he desired to ascertain whether there was a conspiracy to defame him; and if so, who were at the bottom of it. A statement of account has been filed according to which Rs. 733-5-0 have been charged as fees for the various interviews. There is no receipt or correspondence between the counsel and the client which would show whether any fee had been agreed upon for the interviews, and if so how much; nor is there any method by which the reasonableness of the charge for work which is not strictly speaking professional can be ascertained. We have nothing but the conflicting versions of the two parties.

3. When a litigant comes to engage a counsel, very often he is uneducated if not illiterate, and in many cases he is not familiar with the practice and procedure of Courts. On the other hand, counsel are in a position to realize fully the importance and value of written contracts and are, therefore, expected to keep written records of the terms of their engagement. This is particularly important in their own interest lest there should be any misunderstanding or dispute unnecessarily arousing suspicion. We are of the opinion that when an advocate enters into a contract with

his client it is appropriate that in order to avoid any future misunderstanding as to the amount of the fees to be charged for various works, there should be a clear written contract between the parties and the amount charged should be clearly mentioned and agreed to by the client. Receiving a large sum on account, without settling the exact fees charged for various works to be done, may in certain cases be unfair to the client and may cause an adverse reflection on the counsel concerned. Advocates keep clerks and maintain offices, and do the work of both counsel and solicitors. It is, therefore, their duty to keep complete and accurate accounts, which should be available to their clients who entrust them with money. It would increase the dignity of the profession as well as its purity if a common practice grew up under which the exact terms of the contract of engagement of counsel were reduced into writing, preferably signed by the client, and maintained in the advocate's office. Such a contract would make it impossible for any dispute or misapprehension to arise later.

4. In the present case the two versions differ, and there is no documentary evidence either way. In the absence of any sufficient materials before us for deciding whether the client was really under a misapprehension as to the amount of fees that would be charged for the work done out of Court, we cannot, but dismiss this application.