

Abhey Singh Vs. Himta

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Court : Allahabad

Decided On : Jan-17-1922

Reported in : AIR1923All234; 65Ind.Cas.653

Judge : Stuart, J.

Appellant : Abhey Singh

Respondent : Himta

Judgement :

Stuart, J.

1. Jawahra Gujar executed, on the 29th of May 1911, a deed of gift of his whole property in favour of Abhey Singh and Hardeo. Jawahra's son Niadar was dead. His grandson Munshi was dead. Niadar's widow, Musammat Mahro, and Munshi's widow, Musammat Hosheyari, were alive, Jawahra had no direct heirs. His property was property which he could transfer in his life-time as he wished. Mahro and Hosheyari could not prevent his transferring this property. Abhey Singh and Hardeo obtained complete proprietary title under the deed of gift, but after some protections how Mahro they executed a deed of gift of 9/28 ths of the property in her favour. They gave her this property 'bahamah wajah', words which mean, literally, 'with all cause,' but which can only be taken to mean 'with all rights'. She obtained complete partition of her share. The question in appeal is whether Mahro had absolute proprietary title in the 9/28ths or only a life interest. The learned

District Judge has found that she had complete proprietary title. Little is to be gained by examining what was decided in other cases of grants to women. The parties are Gujars. Their views as to the proper nature of a woman's title in land are not necessarily the same as the views of other castes. As I read the deed of gift of the 29th of July 1911, the interpretation can only be that the gift to Mahro was a gift of full proprietary rights. The words mean nothing else. It is to be noted that Mahro had no claim for maintenance against Abhey Singh and Hardeo and further, that Mahro was in no position to contest the transfer by Jawahra to Abhey Singh and Hardeo. As she had no claim on her donors for maintenance and as she could not successfully assail their title, there was no reason for them to provide her with maintenance or to give her anything. For reasons which have not been established, they evidently desired to make a settlement upon her. It is to be noted they made no settlement upon Hosheyari. They were clearly acting under no compulsion and not because they were under an obligation to maintain Mahro. In these circumstances, I see no reason why the deed which effected the transfer should not be interpreted according to its literal meaning, and, when it says that they give property, why the words should not be taken to mean that they give full proprietary rights in the property. Taking this view, I dismiss this appeal with costs.