

**Narayanasami Chetti Vs. Samidas Mudali**

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**SooperKanoon Citation :** [sooperkanoon.com/776231](http://sooperkanoon.com/776231)

**Court :** Chennai

**Decided On :** Feb-02-1883

**Reported in :** (1883)ILR6Mad293

**Judge :** Innes and ;Kindersley, JJ.

**Appellant :** Narayanasami Chetti

**Respondent :** Samidas Mudali

**Judgement :**

1. In Suit 713 of 1879 plaintiff sued the defendant's father for a sum due on two promissory notes, one of which was for Rs. 30; the District Munsif passed judgment for the plaintiff for the amount of the one note, but dismissed that portion of the claim based upon the note for Rs. 30, on the ground that it was barred by lapse of time. Defendant's father is said to have soon afterwards executed the note now sued upon for Rs. 30, promising to pay this debt which had been declared to be barred. He afterwards died and plaintiff sued his son. The District Munsiff found that the promissory note had been in fact executed, but that the son was not bound by the promise of the father to pay a barred debt.

2. We are now asked, in revision, to set aside this decision.

3. The fact that the debt was barred by the Act of Limitation did not affect the existence of the debt, and there was nothing illegal or immoral in the action of the father in promising to pay it. The new note operated as a renewal of the obligation.

It was a good debt and the son is bound to pay it from any assets of his father. We must set aside the decree and give judgment, declaring defendant liable to pay the debt and costs of the original suit and costs of this petition out of any assets of his father that have come to his hands or which, but for his wilful neglect or default, would have come to his hands.

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