

**Surij Mull Vs. Hudson**

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**Court :** Chennai

**Decided On :** Nov-01-1900

**Reported in :** (1901)ILR24Mad259

**Judge :** Subrahmania Ayyar and ;Davies, JJ.

**Appellant :** Surij Mull

**Respondent :** Hudson

**Judgement :**

1. We are unable to agree with the learned Judge that no part of the cause of action arose in Madras. Not only was the note payable in Madras, but payments of interest had actually been made here. The fact that the note was also payable at Secunderabad does not affect the matter. The obligation to pay in either place gave a cause of action in both.

2. We must also disagree with the Judge's decision that the promissory note sued upon was inadmissible in evidence on the ground that the stamp was affixed and cancelled after the signature to the note was made. The uncontradicted evidence of the plaintiff shows that the acts were practically simultaneous and the stamping therefore was done 'at the time of execution' within the meaning of Section 16 of the Stamp Act (I of 1879), which is the Act governing the present case. Even under the present Act (II of 1899), where 'execution' is defined as meaning 'signature,' we do not think it would make any difference if the stamp is affixed and

cancelled immediately after the signature, the signing and the stamping being continuous acts in the same transaction. Moreover, in determining whether a document is sufficiently stamped with reference to its admissibility in evidence, we must look at the document itself as it stands without having recourse to collateral circumstances to be proved by extraneous evidence see *Ramen Chetty v. Mahomed Ghouse* I.L.R. 16 Calc. 432 and *Royal Bank of Scotland v. Tottenham* [1894] 2 Q.B. 715.

3. The plaintiff having proved non-payment of the amount claimed, it was not necessary for him in the absence of any defence to the action to produce further evidence in the shape of his account books or otherwise.

4. We must, therefore, reverse the decision of the learned Judge and give the plaintiff a decree for Rs. 2,511-7-6, together with interest at 24 per cent. per annum on the principal amount of Rs. 1,660 from date of plaint to the date of Mr. Justice Boddam's decree, viz., the 24th April 1900. Further interest at 6 per cent. per annum is allowed on the decree amount up to date of payment, The defendant must also pay the plaintiff's costs throughout.

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