

In Re: R. Veeraraghavachari

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Court : Chennai

Decided On : Jul-28-1930

Reported in : 129Ind.Cas.233

Judge : Horace Owen Compton Beasley, C.J.,; Sundaram Chetty and; Pakenham Walsh, JJ.

Appellant : In Re: R. Veeraraghavachari

Judgement :

1. This matter comes up before us on a report by the Tribunal of the Bar Council. A charge was framed by the Tribunal against the Advocate of having received a sum of Rs. 150 on behalf of the complainant who was the plaintiff decree-holder in a suit in the Small Causes Court, Madras, and appropriated that money t(c) his own use without any authority from him. The facts of the case are that on the 5th November 1927, the Advocate received a cheque for Rs. 150 from the defendant judgment-debtor in the suit already mentioned in pursuance of the decree in that case and that on the 7th November he cashed that cheque; and the case against him is that he put the proceeds of that cheque into his own pocket and utilised those proceeds for his own purposes. The petitioner made demands upon him for payment of the money by Ex. K, dated the 25th November, 1927, Ex. A dated the 3rd December, 1927, and Ex. C dated the 26th January, 1928. On the 1st February, 1928, by adjustment the Advocate paid Rs 105-9-9 towards the amount of Rs. 150. Previous to this he had given a security letter to the complainant by means of which he pledged his horse and carriage with him. His case is that the

complainant accepted the horse and carriage as security for the Rs. 150 then outstanding. His defence is that the complainant was out of Madras at the time when he received the cheque--there is certainly evidence--the complainant's diary--that with the exception of about a day and a half he was out of Madras and did not return until the 19th November--and that on the day he returned or some date afterwards he tendered the Rs. 150 to the complainant asking him at the same time to lend him that amount for a fortnight and that the complainant agreed. This defence the Tribunal has totally disbelieved and in fact it is definitely and flatly contradicted by two exhibits in the case. Putting it at its very earliest, the date of the alleged loan was the 19th November and, therefore, the fortnight's time would expire on the 3rd or the 4th December; yet it is very strange to find that on the 3rd December there is a letter written by the complainant to the Advocate (Ex. A) demanding payment of the amount by 8 P.M. and stating that if the amount was not paid by that time, he would be compelled to seek legal help to realise the amount from the Advocate and take such other steps as might seem necessary. That certainly is quite inconsistent with the Advocate's case that there was an arrangement to lend the money for a fortnight. But there is a stronger piece of evidence than that and that is to be found in Ex. K, dated the 26th November, 1927. That is a letter from the complainant to the Advocate and reads as follows:

Will you please pay the amount to Mr. V.R. Krishnanswamy Mudali viz., Rs. 150 due to me in S.C.S. No. 10700 of 1927 of Small Causes paid by B. Satyanarayana to the credit of the above suit.

2. That again is quite inconsistent with the Advocate's statement that the money was by arrangement to be treated as a loan to him for a fortnight. We are in complete agreement with the Tribunal in coming to the view that this story of the alleged loan is a complete concoction. With regard to the security letter Ex. 11, dated the 20th January, 1928, written by the complainant to the Advocate stating 'I hope you will not remain quite with the idea that you have assigned me the horse and carriage as security' it seems to us to indicate that the security letter had been pressed upon the complainant by the Advocate who was in financial difficulties at the time and unable to pay, and it certainly is by no means clear that the complainant ever accepted that security at all. The fact remains that from the date

of receipt of the money to the date when the security letter was given the Advocate retained in his own hands the money, which belonged to his client without any sort of authority from his client at all to EO retain it. That, of course, is, as the Tribunal has found, misconduct and we are bound to say that it is clearly professional misconduct. No practitioner is entitled to hold his client's money in his hands and use it himself for his own private purposes without the consent of his client and the Tribunal has found that he has been guilty of that offence. We might at the same time add that when a person who is not a practitioner receives money in his hands for some other person and converts it to his own use, he commits the offence of criminal breach of trust and that offence is none the less committed because a person happens to be a legal practitioner. Such acts as these are very serious ones indeed and certainly cannot be dealt with lightly by any Court. This Advocate has already been dealt with by this Court on another occasion in 1928 when he was sentenced to be suspended for six months for an offence similar to this committed in 1927, so that this is the second case of professional misconduct and dishonesty. We have had urged upon us by Mr. K. Krishnaswamy Aiyangar the fact that the security letter was executed by the Advocate and that for some time the complainant was in possession of the horse and carriage but we are now told that after the arrangement by means of which Rs. 105 and odd was paid to the complainant, the Advocate took back the horse and carriage and this was of course whilst the balance of the amount was still unpaid and it still remains unpaid. That does not seem to us to be an extenuating circumstance at all. The facts of the case are that the Advocate kept this amount in his own hands, used it for his own purposes, chose to treat it as a loan and then gave security for it which he felt himself at liberty to withdraw at his own will and pleasure. This is a very grave case and we have very carefully considered what our order should be as regards the sentence to be passed upon him. Speaking for myself, I had at one time the view that this being the second offence of this nature, the Advocate should be prevented from practising again. However, after mature consideration we are going to pass an order which, in view of the circumstances, we consider to be a light sentence. The order of the Court is, that Mr. R. Veeraraghavachari, Advocate, be suspended from practice for eighteen months from this date.

