Case List For LLB 2nd Semester

Law of Torts and Consumer Protection Laws

Case Reference	Case Details	Topic
Salmond - A tort is a civil wrong for which the remedy is action in common law for unliquidated damages and which is not exclusively a breach of contract or breach of trust or other equitable obligation. **Winfield -** Tortious liability arises from the breach of duty primarily afixed by law. The duty is towards persons in general and its breach is redressable by an action for unliquidated damages. **Fraser -** Tort in an infringement of a right in rem of a private individual giving a right of compensation at the suit of the injured party.		
Donaghue vs. Stevenson 1932	A purchased ginger beer in a restaurant for his woman friend. She drank a part of it and poured the rest into a glass. Thereby, she saw a dead snail in the drink. She sued the manufacturer. It was held that the manufacturer had a duty towards the public in general for making sure there are no noxious things in the drink even though there was no contract between the purchaser and the manufacturer.	Rule of privity of contract was abolished in tort.
Klaus Mittelbachert vs. East India Hotels Ld AIR 1997	Lufthansa Airlines had a contract with Hotel Oberoi Intercontinental for the stay of its crew. One of the co-pilots was staying there took a dive in the pool. The pool design was defective and the person's head hit the bottom. He was paralyzed and died after 13 yrs. The defendants plead that he was a stranger to the contract. It was held that he could sue even for the breach of contract as he was the beneficiary of the contract. He could also sue in torts where plea of stranger to contract is irrelevant. The hotel was held liable for compensation even though there was no contract between the person and the hotel and the hotel was made to pay 50Lacs as exemplary damages.	Contract is not necessary.
Municipal Corp of Delhi vs. Subhagvanti AIR 1966	A clock tower was not in good repairs. It fell and killed several people. MCD was held liable for its omission of repairs.	Ingredients of Tort – Act or omission of an act.
Donaghue vs. Stevenson 1932	See above.	Ingredients of Tort – Act or duty must be imposed by law.
Ashby vs. White 1703	The defendant wrongfully prevented the plaintiff from voting. Even though there was no damage, the defendant was held liable.	Ingredients of Tort – Injuria Sine Damno
Bhim Singh vs. State of J K AIR 1986	Plaintiff was an MLA and was wrongfully arrested while going to assembly session. He was not produced before a magistrate within the requisite period. It was held that this was the violation of his fundamental rights. Even though he was release later, he was awarded 50,000RS as exemplary damages by SC.	Ingredients of Tort – Injuria Sine Damno
Glaucester Grammer School's case 1410	Defendant opened a rival grammer school in front of an existing one thereby causing the fees of the existing one to be reduced from 40pence to 12 pence. He was not held liable as he did not violate any legal right of the plaintiff.	Ingredients of Tort – Damnum sine Injuria
Ushaben vs. BhagyaLaxmi Chitra Mandir AIR 1978	Plaintiff sought a permanent injunction against the cinema house to restrain them from showing the movie Jai Santoshi Maa. It was contended that the movie depicts the goddesses Laxmi, Saraswati, and Parvati in bad light, which is offensive to the plaintiff. It was held that hurt to religious sentiments is not recognized as a legal wrong. Since there was no violation of a legal right, an injunction was not granted.	Ingredients of Tort – Damnum sine Injuria
Chesmore vs. Richards 1879	Plaintiff had been drawing water from underground for past 60 yrs. The defendant sunk a bore well on his land and drew huge quantity of water which diminished the water supply of the plaintiff. It was held that the defendant was not liable because he was only exercising his right and did not violate any right of the plaintiff.	Ingredients of Tort – Damnum sine Injuria
Dickson vs. Reuter's Telegram Co 1877	The defendant company delivered a telegram that was not meant for the plaintiff to the plaintiff. Based on the telegram, the plaintiff supplied some order which was not accepted by the sender of the telegram. Plaintiff suffered heavy losses and sued the defendant company. It was held that the company owed a contractual duty only to the sender of the telegram and not to the receiver. Hence they were not liable.	Damnum Sine Injuria – Harm due to negligence
Bradford Corporation (mayor of) vs. Pickles 1895	The defendants sunk a shaft in their own land which caused the water to become discolored and unsuitable for the plaintiff. It was held that	Damnum Sine Injuria – Harm due to malice

	even if the defendant did it with malice, he had not violated any right of the plaintiff and hence was not liable.	
General Defenses		
Woolridge vs. Sumner 1963	The plaintiff, a photographer, was taking photographs at a horse show, during which, one horse rounded the bend too fast. As the horse galloped furiously, the plaintiff was frightened and he fell in the course. He was seriously injured. It was held that the defendants had taken proper care in closing the course and the plaintiff, by being in the show, agreed to take the risk of such an accident. The defendants were held not liable.	Volenti non fit injuria
Laxmi Rajan vs. Malar Hospital 1998	A woman consented for a surgery to remove a lump from her breast. But the hospital removed her uterus as well without any genuine reason. It was held that removing of her uterus exceed beyond what she had consented for.	Volenti non fit injuria – Must not go beyond consent.
Bird vs. Holbrook 1828	The plaintiff was trespassing on the defendant's property and he was hurt due to a spring gun. The defendant had put spring guns without any notice and was thus held liable.	Plaintiff the wrong doer – Does not apply if plaintiff's action is not related to defendant's action.
Stanley vs. Powell 1891	The plaintiff and the defendant were members of a shooting party. The defendant shot a bird but the bulled ricocheted off a tree and hit the plaintiff. The defendant was not held liable because it was an accident and the defendant did not intent it and could neither have prevented it.	Inevitable Accident
Ramalinga Nadar vs. Narayan Reddiar AIR 1971	It was held that criminal activities of an unruly mob is not an act of God.	Act of God – Must not be because of human factor.
Bird vs. Hollbrook 1892	The defendant used spring guns in his property without notice. It was held that he used excessive force and so was liable for plaintiff's injury even though the plaintiff was trespassing on his property.	Private Defense – Must not exceed reasonable force required.
Leigh vs. Gladstone 1909	Force feeding of a hunger striking prisoner to save her was held to be a good defense to an action for battery.	Necessity
Vaughan vs. Taff Valde Rail Co 1860	Sparks from an engine caused fire in appellant's woods that existed in his land adjoining the railway track. It was held that since the company was authorized to run the railway and since the company had taken proper care in running the railway, it was not liable for the damage.	Statutory Authority
Strict Liability		
Ryland vs. Fletcher 1868	The defendant hired contractors to build a reservoir over his land for providing water to his mill. While digging, the contractors failed to observe some old disused shafts under the site of the reservoir that lead to plaintiff's mine on the adjoining land. When water was filled in the reservoir, the water flooded the mine through the shafts. The plaintiff sued the defendant. The defendant pleaded that there was no intention of causing harm and since he did not know about the shafts, he was not negligent either even though the contractors were. Even so, he was held liable. **J Blackburn** observed that when a person, for his own purposes, brings to his property anything that is likely to cause a mischief if it escapes, must keep it at his peril and if it escapes and causes damage, he must be held liable. He can take the defense that the thing escaped due to an act of the plaintiff or due to vis major (act of God) but since nothing of that sort happened here, then it is unnecessary to inquire what excuse would be sufficient.	Strict Liability
Crowhurst vs. Amersham Burial Board 1878	Branches of a poisonous tree were hanging outside the land of the defendant. Plaintiff's cattle ate them and died. Defendant was held liable because protrusion of branches out side his property were considered as escaping from his property.	Requirements for Strict Liability – Thing must escape
Ponting vs. Noakes 1994	When the plaintiff's horse intruded over his boundary and ate poisonous leaves of the defendant's tree, he was not held liable because there was no escape of dangerous thing from defendant's property.	Requirements for Strict Liability – Thing must escape
Noble vs. Harrison 1926	A branch of a tree growing on defendant's land broke and fell on plaintiff's vehicle. It was held that growing regular trees is not a non natural use of land and the branch fell because of an inherent problem and not because of any negligence of the defendant and so he was not liable.	Requirements for Strict Liability – There must be non-natural use of land

Eastern and South African Telegraph Co. Ltd. vs. Capetown Tramway Co 1902	The plaintiff's submarine cable transmissions were disturbed by escape of electric current from defendant's tramway. It was held that since the current was not causing any problem to regular users and it was causing problem to the cables only because they were too sensitive and so the defendant cannot be held liable. One cannot increase his neighbor's liabilities by putting his land to special uses.	Exception to Strict Liability – Plaintiff's own wrong
Nichols vs. Marsland 1876	The defendant created artificial lakes to store rainwater. In that particular year, there were exceptionally heavy rains, which caused the embankments to break causing floods, which broke defendant's bridges. It was held that since there was no negligence on the part of the defendant and the flood happened only because of rains so heavy that nobody could imagine, the defendant was not liable.	Exception to Strict Liability – Act of God (Vis Major)
M.P. Electricity Board vs. Shail Kumar AIR 2002	A person was killed by a live electric wire lying on the road. SC applied the rule of strict liability and held that the defense of act of stranger is not applicable because snapping of wire can be anticipated and the Electricity Board should have cut off the current as soon as the wire snapped.	Exception to Strict Liability – Act of third party
Madras Railway Co. vs. Zamindar 1974	The water collected in a pond for agricultural purposes escaped and caused damage to the railway track and bridges. Here, the application of this rule was restricted because the collection of water in such a way is a necessity in Indian conditions and so it is a natural use of the land. This mechanism to store rainwater is used throughout the country and since ages. Therefore, the defendant was not held liable.	Strict Liability in India
M C Mehta vs. Union of India AIR 1987	In this case, oleum gas from a fertilizer plant of Shriram Foods and Fertilizers leaked and caused damage to several people and even killed one advocate. In this case, the rule of Ryland vs Fletcher was applied. However, the company pleaded sabotage as a defense. SC went one step further and promulgated the rule of Absolute Liability. **J Bhagwati** observed that the rule of Ryland vs Fletcher was a century old and was not sufficient to decide cases as science has advanced a lot in these year. If British laws haven't progressed, Indian courts are not bound to follow their law and can evolve the laws as per the requirements of the society. It was held that an enterprise that engages in dangerous substances has an absolute responsibility to ensure the safety of the common public. It is only the company that can know the consequences of its activities and so it must take all the steps to prevent any accident. If, even after all precautions, accident happens, the company still should be made absolutely liable for the damages. The reason being that the company has a social obligation to compensate the people who suffered from its activity. SC also laid down that the measure of compensation should depend on the magnitude and capacity of the enterprise so that it can have a deterrent effect.	Absolute Liability
Re Polemis 1921 3 KB 560 (CA)	Servants of the defendant negligently let fall a plank into a ship's hold containing petrol in metal containers. The impact of the plank as it hit the floor of the hold caused a spark, and petrol vapor was ignited. The ship was destroyed. Arbitrators found that the spark could not have been reasonably foreseen, though some damage was foreseeable from the impact. The defendant was found liable because the claimant's loss was a direct, though not reasonably foreseeable, result.	Remoteness of Damage – Direct Consequence
The Wagon Mound (No. 1) [1961] AC 388	The defendant carelessly discharged oil from a ship in Sydney Harbor, and the oil floated on the surface of the water towards the claimant's wharf. The claimant's servants, who were welding on the wharf, continued their work after being advised (non-negligently) that it was safe to do so. Sparks from the welding equipment first of all ignited cotton waste mixed up in the oil; then the oil itself caught fire. The claimant sued for destruction of the wharf by fire. The defendant was found not liable in negligence, because it was not reasonably foreseeable that the oil might ignite on water in these circumstances. Damage by fouling was foreseeable; damage by fire (the case here) was not foreseeable. The Privy Council said that in the tort of negligence Re Polemis was no longer good law, and liability would lie only for foreseeable damage of the kind or type in fact suffered by the claimant.	Remoteness of Damage – Reasonably Foreseeable Consequence
Consumer Protection Act 1986		
Ansal Properties vs. Chandra Bhan Kohli	Held that Consumer Disputes Redressal Agencies provide complete machinery for justice including a final appeal to the Supreme Court	Scope of CPA

1991	and so are outside the scope of High Courts and High Courts cannot entertain writ petitions against their judgments.	
National Insurance Co vs. Sonic Surgical 2003	A fire accident took place in Ambala and a part of the claim was processed in Chandigarh. It was held that merely processing of claim in one place does not form a ground to file a case in that district.	Sec 11 – District Forum - Territorial Jurisdiction
K S Sidhu vs. Senior Executive Engineer 2001	The complaint was dismissed by the District Forum by a non speaking order. It did not discuss the evidence or the documents submitted before it and thus it was held that the order was unjust and fit to be set aside.	Order of a Consumer Court must be a speaking order
Indian Medical Association vs. VP Shantha and others 1995	SC held that a patient treated by a medical professional is a consumer of medical services and is covered by CPA.	Sec 2(1) d - Who is Consumer? – Buys goods or hires services
Motor Sales & Service vs. Renji Sebastian 1991	The complainant booked a Hero Honda motor cycle to be delivered on a given date for a consideration. His turn was ignored. The dealer was ordered to give him the motorcycle for the price of that date and also 500/- as compensation.	Sec 2(1) d - Who is Consumer? – For Consideration
Anant Raj Agencies vs. TELCO 1996	A company bought a car for personal use of a director of the company. It was held that since the car was bought for personal use and not for commercial use or for making a profit on a large scale, the company was a consumer.	Sec 2(1) d - Who is Consumer? – For Personal or Self Employment Use.
Spring Meadows Hospital vs. Harjot Ahluwalia AIR 1998 SC	In this landmark case, SC held that the parents of the child who was treated by the hospital were hirers of the service while the child was the beneficiary and thus both were consumers. Further held that patients treated by a medical professional is also a consumer of medical services and is covered by CPA.	Sec 2(1) d - Who is Consumer? – For himself or for any other person. Sec 2(1) o - Service
Union of India vs. Mrs S Prakash 1991	Telephone facility was held as a service and the telephone rental paid by the consumer was the consideration for the service.	Sec 2(1) o - Service
Srinivas Murthy vs. Chairman, Bangalore Development Authority 1991	In this case, the question before the court was whether a tax payer is a consumer or not. A person, who paid house tax, was bitten by a stray dog and he sued Bangalore Development Authority for not taking care of the menace of stray dogs. It was held that there was no quid pro quo between the tax and the services rendered by BDA. The removal of stray dogs was a voluntary action of BDA and was done free of cost. Thus, the complainant was not a consumer and removal of dogs was not a service under this act.	Sec 2(1) o - Service – Must be a paid service. Not free or non-profit.
Mahanagar Telephone Nigam vs. Vinod Karkare 1991	When a complaint with the telephone dept. was pending for more than six months, it was held to be a deficiency in service.	Sec 2 (1) g - Deficiency in Service
Indian Airlines vs. S N Singh 1992	A metallic wire was present in the food given to a traveler because of which his gums were hurt. He was awarded 2000 Rs as compensation for deficiency in service.	Sec 2 (1) g - Deficiency in Service

Mohammedan Law

Case Reference	Case Details	Topic
Talaq		
Moonshee Buzloor Rahim vs. Lateefutoon Nissa	Held the following – • Talaq is a mere arbitrary act of a Muslim husband, by which he may repudiate his wife at his own pleasure with or without cause. • Khula was defined as a divorce by consent in which the wife gives or agrees to give a consideration to the husband for her release from the marriage tie. Khula is thus the right of divorce purchased by the wife from her husband.	Meaning of Talaq Definition of Khula
Fulchand vs. Nawab Ali Chaudhary 1909	Laid that Talaq should be deemed to have come into effect on the date on which the wife came to know of it.	Talaq
Saiyyad Rashid Ahmad vs. Anisa Khatoon 1932	One Ghayas Uddin pronounced triple Talaq in the presence of witnesses though in the absence of the wife. Four days later, a talaqnama was executed which stated that three divorces were given. However, husband and wife still lived together and had five children. Even though the husband treated her like a wife, it was held that since there was no proof of remarriage, the relationship was illicit and the children were illegitimate.	Talaq ul Biddat
Mohd Khan vs. Mst Shahmali	There was a pre-nuptial agreement in which the defendant agreed to	Talaq e Tafweez

AIR 1972	live in plaintiff's parental house after marriage and if he left the house, he would pay a certain sum to the plaintiff, the default of which the condition would act as divorce. It was held that the condition was not unconscionable or opposed to public policy.	
Zafar Hussain vs. Ummat ur Rahman 1919	The Allahabad HC accepted the doctrine of Lian and held that when the husband charges the wife with adultery and the charge is false, the wife is entitled to sue for and obtain divorce.	Lian
Fazal Mahmood vs Ummatur Rahman AIR 1949, Peshawar HC Mst Nur Bibi vs Pir Bux AIR 1950, Sind HC	Held that if a wife is not faithful or obedient, the husband is under no obligation to maintain her and her suit for divorce was dismissed. Held that a wife is entitled to divorce if the husband has failed to maintain her for two years preceding the suit even though she may not be entitled to maintenance owing to her bad conduct.	Muslim Marriage Dissolution Act 1939 – Section 2(ii) Conditions for maintenance as a ground for divorce.
Hiba		
Smt Hussenabi vs. Husensab Hasan AIR 1989 Kar	A grandfather made an offer of gift to his grandchildren. He also accepted the offer on behalf of minor grandchildren. However, no express of implied acceptance was made by a major grandson. Karnataka HC held that since the three elements of the gift were not present in the case of the major grandchild, the gift was not valid. It was valid in regards to the minor grandchildren.	Hiba – Essential Elements – Acceptance
Nawazish Ali Khan vs. Ali Raza Khan AIR 1984	Held that gift of usufructs is valid in Muslim law and that the gift of corpus is subject to any such limitations imposed due to usufructs being gifted to someone else. It further held that gift of life interest is valid and it doesn't automatically enlarge into gift of corpus. This ruling is applicable to both Shia and Sunni.	Hiba – What can be gifted.
Rahim Bux vs. Mohd. Hasen 1883	Held that gift of services is not valid because it does not exist at the time of making the gift.	Hiba – What can be gifted.
Ranee Khajoorunissa vs. Mst Roushan Jahan 1876	• Recognized by the privy council that a donor may gift all or any portion of his property even if it adversely affects the expectant heirs. • Held that adequacy of the consideration is not the question. As long is the consideration is bona fide, it is valid no matter even if it is insufficient.	Hiba – Extent of donor's right. Hiba bil iwaz
Mohd Hesabuddin vs. Mohd. Hesaruddin AIR 1984	The donee was looking after the donor, his mother, while other sons were neglecting her. The donor gifted the land to the donee and the donee subsequently changed the name on the land records. It was held that it was a valid gift even though there was no delivery of land.	When delivery of possession is not required.
Kashim Hussain vs. Sharif Unnisa 1883	A gifted his house to B along with the right to use a staircase, which was being used jointly by C as well. This gift was held valid because staircase is indivisible.	Doctrine of Mushaa
Wakf		
M Kazim vs. A Asghar Ali AIR 1932	Observed that literal meaning of Wakf is detention, stoppage, or tying up.	Meaning of Wakf
Abdul Sakur vs. Abu Bakkar 1930	Held that there are no restrictions as long as the property can be used without being consumed and thus, a valid wakf can be created not only of immovable property but also of movable property such as shares of a company or even money. Some subjects that Hanafi law recognizes are immovable property, accessories to immovable property, or books.	Wakf Conditions – Permanent dedication.
Zulfiqar Ali vs. Nabi Bux	The settlers of a wakf provided that the income of certain shops was to be applied firstly to the upkeep of the mosque and then the residue, if any, to the remuneration of the mutawalli. It was held to be valid however, it was also pointed out that if a provision of remuneration was created before the upkeep of the mosque, it would have been invalid.	Wakf Conditions – For any purpose recognized by Muslim Law
Kunhamutty vs. Ahman Musaliar AIR 1935, Madras HC	Held that if there are no alms, the performing of ceremonies for the benefit of the departed soul is not a valid object.	Wakf Conditions – Valid Object
Garib Das vs. M A Hamid AIR 1970	It was held that in cases where founder of the wakf himself is the first mutawalli, it is not necessary that the property should be transferred from the name of the donor as the owner in his own name as mutawalli.	Completion of Wakf – Transfer of property
Md. Ismail vs. Thakur Sabir Ali AIR 1962, SC	Held that even in wakf ala aulad, the property is dedicated to God and only the usufructs are used by the descendants.	Incidents of Wakf – Property dedicated to God

Mst Peeran vs. Hafiz Mohammad Allahbad HC	Held that the wakf of a house built on a land leased for a fixed term was invalid.	Incidents of Wakf – Permanent and Perpetual
Ahmad Arif vs. Wealth Tax Commissioner AIR 1971, SC	Held that a Mutawalli has no power to sell, mortgage, or lease wakf property without prior permission of the court or unless that power is explicitly provided to the mutawalli in wakfnama.	Mutawalli
Shahar Bano vs. Aga Mohammad 1907	Privy council held that there is no legal restriction on a woman becoming a mutawalli if the duties of the wakf do not involve religious activities.	Who can be Mutawalli
Bibi Sadique Fatima vs Mahmood Hasan AIR 1978, SC	Held that using wakf money to buy property in wife's name is such breach of trust as is sufficient ground for removal of mutawalli.	Removal of Mutawalli – By court
Mahr		
Saburunnessa vs. Sabdu Sheikh AIR 1934, Cal. HC	Held that Muslim marriage is like a contract where wife is the property and Mahr is the price or consideration.	Mahr
Abdul Kadir vs. Salima AIR 1980	J Mahmood observed that the marriage contract is easily dissoluble and the freedom of divorce and of polygamy to a husband place the power in the hands of the husband, which the Muslim law intends to restrain by the mechanism of Mahr. Thus, right of wife to her Mahr is a fundamental feature of the marriage contract.	Importance of Mahr
Abdul Kadir vs. Salima AIR 1980	J Mahmood observed that Mahr may be regarded as a consideration for concubial intercourse by way of analogy to the contract for sale. It provides the woman with the right to resist the husband until Mahr is paid. This right is akin to the right of lien of a vendor upon sold goods while they remain in his possession and so long as the price for the goods has not been paid.	Nature of Mahr
Smt Nasra Begum vs. Rizwan Ali AIR 1980	It was held that right to dower precedes cohabitation. Thus, a wife can refuse consummation of marriage until Mahr is paid.	Nature of Mahr – Like Debt
Syed Sabir Hussain vs. Farzand Hussain	A father stood surety for payment of dower by his minor son. After his death, his estate was held liable for the payment of his son's dower.	Nature of Mahr – Like Debt
Maina Bibi vs Chaudhary Vakil Ahmad 1924	In this leading case, one Moinuddin died, leaving his widow Miana Bibi and some property. The respondents instituted a suit against the widow for immediate possession of the property. However, the widow claimed that she had the right to possession until her dower was paid. It was held that the respondents could have the possession of their share of the property after paying the dower to the widow. The respondents did not pay and the widow continued possession. Later, the widow sold the property. The deed showed that the widow tried to convey an absolute title to the property. The respondents again filed the suit claiming that the widow did not have the right to transfer property because she only had a right to retain and did not have any right to title for herself. It was held by the privy council that a widow has the right to retain the possession of the property acquired peacefully and lawfully, until she is paid her dower. Further, she has no right to alienate the property by sale, mortgage, gift, or otherwise.	Non payment of dower - Right of Retention
Shah Bano vs. Iftikhar Mohammad 1956 Karachi HC	When a wife she was being ignored by husband and thought that only way to win him back was to waive Mahr, her remission of Mahr was considered without her consent and was not binding on her.	Who can change Mahr – Wife, with free will
Wasiyat		
Abdul Manan Khan vs. Mirtuza Khan AIR 1991, Patna HC	Held that any Mohammedan having a sound mind and not a minor may make a valid will to dispose off the property. So far as a deed is concerned, no formality or a particular form is required in law for the purpose of creating a valid will. An unequivocal expression by the testator serves the purpose.	Conditions of Will – Competency of Testator
Ghulam Mohammad vs Ghulam Hussain 1932 Allahbad HC	The general rule is laid down that a bequest in favor of a heir is not valid unless the other heirs consent to the bequest in after the death of the testator. Whether a person is a heir or not is determined at the time of testator's death.	Limitation on testator
Hussaini Begam vs Mohammad Mehdi 1927	It was held that if all the property was bequeathed to one heir and other were not given anything, the bequest was void in its entirety.	Limitation on testator

Law of Contracts - II

Case Reference	Case Details	Topic
Indemnity		
Anderson vs. Jarvis 1872	The plaintiff, an auctioneer, sold some goods on the instructions of the defendant, who did not own the goods. The true owner held the auctioneer liable, who in turn sued the defendant. Held that since the auctioneer acted on the instructions of the defendant, he was entitled to assume that he will be indemnified by the defendant against the consequences of his actions. This was an implied promise of indemnity.	Sec 124 - Indemnity
United Commercial Bank vs. Bank of India AIR 1981 SC	Letter of Credit and bank guarantees create an absolute liability on the banks. Held that the courts should not grant injunctions restraining the performance of contractual obligations arising out of such LoCs or Bank Guarantees, if the terms given on the letter of credit have been fulfilled,	Sec 125 – Rights of Indemnity Holder
Mohit Kumar Saha vs. New India Assurance Co AIR 1997 Cal HC	A vehicle was lost due to theft. Held that the indemnifier must pay the full amount of the vehicle as determined by the surveyor. Any settlement for a lesser amount is arbitrary and unfair and violates art 14 of the constitution.	Sec 125 – Rights of Indemnity Holder
Gajanan Moreshwar vs. Moreshwar Madan AIR 1942	Bombay HC observed that a contract of indemnity has very little value of the indemnity holder cannot enforce the indemnifier in cases where a judgment requires him to pay, until he has actually paid. He may well be unable to pay. Thus, the court of equity should step in and allow the contract of indemnity to be enforced if the liability of the indemnity holder has become absolute.	Sec 125 – Rights of Indemnity Holder
Guarantee		
Birkmyr vs. Darnell 1704	Court held that when two persons come to a shop, one person buys, and to give him credit, the other person promises, "If he does not pay, I will", this type of a collateral undertaking to be liable for the default of another is called a contract of guarantee.	Sec 126 – Guarantee
Swan vs. Bank of Scottland 1836	held that a contract of guarantee is a tripartite agreement between the creditor, the principal debtor, and the surety.	Sec 126 – Guarantee
Allahabad Bank vs. S M Engineering Industries 1992 Cal HC	The bank was not allowed to sue the surety in absence of any advance payment made after the date of guarantee.	
Union Bank of India vs. A P Bhonsle 1991 Mah HC	Past debts were also held to be recoverable under the wide language of this Sec.	Sec 127 – Consideration No uniformity on the issue of past consideration.
London General Omnibus vs. Holloway 1912	A person was invited to guarantee an employee, who was previously dismissed for dishonesty by the same employer. This fact was not told to the surety. Later on, the employee embezzled funds but the surety was not held liable.	Sec 142 – Guarantee must not be obtained by misrepresentation or concealment.
Hide Co vs. Bottrill 1873	held that the facts, circumstances, and intention of each case has to be looked into for determining if it is a case of continuing guarantee or not.	Sec 129 – Continuing Guarantee
Oxford vs Davies	A promises to pay B for all groceries bought by C for a period of 12 months if C fails to pay. In the next three months, C buys 2000/- worth of groceries. After 3 months, A revokes the guarantee by giving a notice to B. C further purchases 1000 Rs of groceries. C fails to pay. A is not liable for 1000/- rs of purchase that was made after the notice but he is liable for 2000/- of purchase made before the notice	Sec 130 – Revocation of Continuing Guarantee – Illustration 1 is based on this case.
Lloyd's vs. Harper 1880	Held that employment of a servant is one transaction. The guarantee for a servant is thus not a continuing guarantee and cannot be revoked as long as the servant is in the same employment.	Sec 130 – Revocation of Continuing Guarantee (Discharge of surety)
Wingfield vs. De St Cron 1919	Held that a person who guaranteed the rent payment for his servant but revoked it after the servant left his employment was not liable for the rents after revocation.	Sec 130 – Revocation of Continuing Guarantee (Discharge of surety)
Durga Priya vs. Durga Pada AIR 1928, Cal HC	Held that in each case the contract of guarantee between the parties must be looked into to determine whether the contract has been revoked due to the death of the surety or not. If there is a provision that says death does not cause the revocation then the contract of guarantee must be held to continue even after the death of the surety	Sec 131 – Revocation by death of surety. (Discharge of surety)

Lampleigh Iron Ore Co Ltd, Re 1927	Court laid down that the surety will be entitled, to every remedy which the creditor has against the principal debtor; to enforce every security and all means of payment; to stand in place of the creditor to have the securities transferred in his name, though there was no stipulation for that; and to avail himself of all those securities against the debtor. This right of surety stands not merely upon contract but also upon natural justice.	Sec 140 – Right of subrogation
Kadamba Sugar Industries Pvt Ltd vs. Devru Ganapathi AIR 1993, Kar HC	Held that surety is entitled to the benefits of the securities even if he is not aware of their existence.	Sec 140 – Right of subrogation
Mamata Ghose vs. United Industrial Bank AIR 1987, Cal HC	Held that under the right of subrogation, the surety may get certain rights even before payment. In this case, the principal debtor was disposing off his personal properties one after another lest the surety, after paying the debt, seize them. The surety sought for temporary injunction, which was granted.	Sec 140 – Right of subrogation
Chekkara Ponnamma vs. A S Thammayya AIR 1983	The principal debtor died after hire-purchasing four motor vehicles. The surety was sued and he paid over. The surety then sued the legal representatives of the principal debtor. The court required the surety to show how much amount was realized by selling the vehicles, which he could not show. Thus, it was held that the payment made by the surety was not proper.	Sec 145 – Right to Indemnity Surety is entitled to recover only "rightful" sums.
Craythorne vs. Swinburne 1807	This case expounded the general rule of equity that the surety is entitled to every remedy which the creditor has against the principal debtor including enforcement of every security.	Sec 141 – Right to Securities
State of MP vs. Kaluram AIR 1967	Held that the expression "security" in section 141 means all rights which the creditor had against property at the date of the contract. In this case, the state had sold a lot of felled trees for a fixed price in four equal installments, the payment of which was guaranteed by the defendant. The contract further provided that if a default was made in the payment of an installment, the State would get the right to prevent further removal of timber and the sell the timber for the realization of the price. The buyer defaulted but the State still did not stop him from removing further timber. The surety was then sued for the loss but he was not held liable.	Sec 141 – Right to Securities
Goverdhan Das vs. Bank of Bengal 1891	The right to securities arises only after the creditor is paid in full. If the surety has guaranteed only part of the debt, he cannot claim a proportional part of the securities after paying part of the debt.	Sec 141 – Right to Securities
Sri Chand vs. Jagdish Prashad 1966	A creditor can release a co-surety at his will. However, the released co-surety is still liable to the others for contribution upon default.	Sec 138 – Right against co-sureties Where there are co-sureties, a release by the creditor of one of them does not discharge the others; neither does it free the surety so released from his responsibility to the other sureties.
Maharashtra SEB vs. Official Liquidator AIR 1982 SC	Held that if the principal debtor is released by a compromise with the creditor, the surety is discharged but if the principal debtor is discharged by the operation of insolvency laws, the surety is not discharged. (Discharge of surety – 130 - Revocation, 131 - Death, 133 - variance, 134 – release, 135 – composition, 139 - impairment)	Sec 134 – Discharge of surety by release of principal debtor
Wandoor Jupitor Chits vs. K P Mathew AIR 1980	Held that the surety was not discharged when the period of limitation got extended due to acknowledgement of debt by the principal debtor.	Sec 135 – Composition, Extension of time, promise not to sue.
Mahanth Singh vs U Ba Yi 1939	It must be noted that forbearing to sue until the expiry of the period of limitation has the legal consequence of discharge of the principal debtor and thus as per section 134, will cause the surety to be discharged as well. If section 134 stood alone, this inference was correct. However, section 137 explicitly says that mere forbearance to sue does not discharge the surety. This contradiction was removed in this case by Privy Council. It held that failure to sue the principal debtor until recovery is banned by period of limitation does not discharge the surety.	Sec 137 – Mere forbearance to sue does not discharge surety.
State of MP vs. Kaluram AIR 1967	See Above	Sec 139 – Surety is discharged if his remedy is impaired.

State Bank of Saurashtra vs. Chitranjan Ranganath Raja 1980	The bank failed to properly take care of the contents of a go down pledged to it against a loan and the contents were lost. The court held that the surety was not liable for the amount of the goods lost.	Sec 139 – Surety is discharged if his remedy is impaired.
Hiranyaprava vs. Orissa State Financial Corp AIR 1995	Also, before disposing of the security, the surety must be informed on the account of natural justice so that he can have the option to take over the security by paying off the debt. Held that if such a notice of disposing off of the security is not given, the surety cannot be held liable for the shortfall.	Sec 139 – Surety is discharged if his remedy is impaired.
Harigopal Agarwal vs. State Bank of India AIR 1956	Held that when part of a debt was recovered by disposing off certain goods, the liability of the surety is also reduced by the same amount.	Sec 128 - The liability of a surety is co-extensive with that of the principal debtor, unless it is otherwise provided in the contract.
Bank of Bihar Ltd. vs. Damodar Prasad AIR 1969 SC	Held that where the liability is unconditional, the court cannot introduce any conditions. SC overruled trial court's and high court's order that the creditor must first exhaust all remedies against the principal debtor before suing the surety.	Sec 128
National Provincial Bank of England vs. Brakenbury 1906	The defendant signed a guarantee which was supposed to be signed by three other co-sureties. One of them did not sign and so the defendant was not held liable.	Sec 144 - Where a person gives guarantee upon a contract that the creditor shall not act upon it until another person has joined it as co-surety, the guarantee is not valid if the co-surety does not join.
Bailment		
Ultzen vs. Nicols 1894	The plaintiff went to a restaurant for dining. When he entered the room, the waiter took his coat and hung it on a hook behind him. When the plaintiff arose to leave, the coat was gone. It was held that the waiter voluntarily took the responsibility of keeping the coat while the customer was dining and was thus a bailee. Therefore, he was liable to return it.	Sec 148 – Bailment – Essential Elements – Delivery
Kaliaperumal Pillai vs. Visalakshmi AIR 1938	A woman gave some gold to a jeweler to make jewelry. Every evening she used to take the unfinished jewels, put it in a box, lock the box and take the keys of the box with her while leaving the box at the goldsmith. One morning, when the opened the box the gold was gone. It was held that, in the night, the possession of the gold was not with the jeweler but with the plaintiff because she locked the box and kept the keys with her.	Sec 148 – Bailment – Essential Elements – Delivery
Bank of Chittor vs. Narsimbulu AIR 1966	A person pledged cinema projector with the bank but the bank allowed him to keep the projector so as to keep the cinema hall running. AP HC held that this was constructive delivery because something was done that changed the legal possession of the projector. Even though the physical possession was with the person, the legal possession was with the bank.	Sec 149 – Type of Delivery – Constructive Delivery
Ram Gulam vs. Govt. of UP AIR 1950,	Plaintiffs ornaments were seized by police on the suspicion that they were stolen. The ornaments were later on stolen from the custody or police and the plaintiff sued the govt. for returning the ornaments. It was held that the goods were not given to the police under any contract and thus there was no bailment.	Sec 148 – Bailment – Essential Elements – Delivery must be upon a contract
State of Gujarat vs. Menon Mohammad AIR 1967	Decision in Ram Gulam's case was criticized and finally, in, SC held that bailment can happen even without an explicit contract. In this case, certain motor vehicles were seized by the State under Sea Customs Act, which were then damaged. SC held that the govt. was indeed the bailee and the State was responsible for proper care of the goods.	Sec 148 – Bailment – Essential Elements – Delivery must be upon a contract
U Co. Bank vs. Hem Chandra Sarkar 1990	J Shetty of SC observed that the distinguishing feature between a bailment and an agency is that the bailee does not represent the bailor. He merely exercises some rights of the bailor over the bail's property. The bailee cannot bind the bailor by his acts. Thus, a banker who was holding the goods on behalf of its account holder for the purpose of delivering them to his customers against payment, was only a bailee and not an agent.	Sec 148 – Bailment – Essential Elements – Conditional Delivery
Hyman and Wife vs. Nye & Sons 1881	The plaintiff hired a carriage from the defendant. During the journey, a bolt in the under part of carriage broke, causing an accident in	Sec 150 – Duties of bailor – greater liability of non-

	which the plaintiff was injured. The defendants were held liable even though they did not know about the condition of the bolt.	gratuitous bailor
Blount vs. War Office 1953	A house belonging to the plaintiff was requisitioned by the War Office. He was allowed to keep his certain articles in a room of the house, which he locked. The troops who occupied the house were not well controlled and broke into the room causing damage and theft of the articles. It was held that War office did not take care of the house as an owner would and held the War Office liable for the loss.	Sec 151 – Duties of bailee – Reasonable care
Gopal Singh vs. PNB, AIR 1976	Delhi HC held that on the account of partition of the country, when a bank had to flee along with mass exodus from Pakistan to India, the bank was not liable for the goods bailed to it in Pakistan.	Sec 152 - Bailee when not liable for loss, destruction, or deterioration.
Join & Son vs. Comeron 1922	The plaintiff stayed in a hotel and kept his belonging in his room, which were stolen. The hotel was held liable because they did not take care of its security as an owner would.	Sec 152 - Bailee when not liable for loss, destruction, or deterioration.
Shaw & Co vs. Symmons & Sons 1971	The plaintiff gave certain books to the defendant to be bound. The defendant bound them but did not return them within reasonable time. Subsequently, the books were burnt in an accidental file. The defendants were held liable for the loss of books.	Sec 160 – Duty to return
Surya Investment Co vs. STC AIR 1987	STC hired a storage tank from the plaintiff. On account of a dispute, STC appointed a special officer to take charge of the tank, who delivered the contents as per directions of STC. Thus, the plaintiff lost his possession and with it, his right of lien. SC held that the plaintiff is entitled to the charges even if he loses his right of lien because the bailor has enjoyed bailee's services.	Sec 158 – Right to necessary expenses or remuneration
Hutton vs. Car Maintenance Co 1915	It was held that a job master has no lien for feeding and keeping the horse in his stable but a horse trainer does get a lien upon the horse.	Sec 170 – Right of Lien – Particular Lien
Umarani Sen vs Sudhir Kumar AIR 1984	A firm, which had consigned the goods, of which it was a bailee, with a carrier, was allowed to sue the carrier for loss of the goods.	Sec 180 – Right to sue
Pledge		
Lallan Prasad vs. Rahmat Ali AIR 1967	J Shelat observed that a pawn or a pledge is the bailment of personal goods as a security for a personal debt or engagement. The defendant pledged certain aeroscrape worth 35000/- with the plaintiff for a sum of 20000/-. The defendant failed to pay and the plaintiff sued. However, plaintiff was not able to produce the pledge because he had sold it. It was held that a pledgee loses his right to sue if he has already sold the goods. He cannot have both – the right to sue as well as retain the security.	Sec 172 – Pledge Sec 176 – Right of pledgee to sell goods
Revenue Authority vs. Sundaram Pictures AIR 1968	A film producer took loan from a produce and promised to deliver the prints when finished. Held that it was not a pledge because there was no delivery.	Sec 172 – Delivery
Bank of Chittor vs. Narsimbulu AIR 1966	See above	Sec 172 – Delivery can be constructive - Hypothecation
Bank of Bihar vs. State of Bihar 1972	SC observed that a pawnee obtains a special interest in the pledged goods in the sense that he can transfer or pledge that special interest to somebody else. The lien only gives the right to detain the goods but not transfer. Thus, a pledgee get the first right to claim the goods before any other creditor can get them. The pledgee's loan is secured by the goods.	Sec 173-174 – Pawnee's right of retainer
Prabhat Bank vs. Babu Ram AIR 1966	The terms of a loan allowed the bank to sell security upon default. The pawner defaulted and the bank sent him a notice that they will sell the securities. The pawner responded and asked for more time. Instead of replying, the bank sold the goods. SC held that this was bad in law. The bank is required to give a clear and specific notice of the impending sale. Pawner's request for more time cannot be interpreted as a notice of sale.	Sec 176 – Notice of sale must be reasonable
Lallan Prasad vs. Rahmat Ali	J Shelat held that the pawner has as absolute right to redeem his property upon satisfaction or the debt or the promise. This right is not extinguished by the expiry of the stipulated time for repayment of debt or performance of the promise but only by the actual sale of the goods. If the pawner redeems his goods after the expiry of the stipulated time, he is bound to pay the expenses as have arisen on account of his default.	Sec 177 – Pawner's right of redemption.
M R Dhawan vs. Madan Mohan AIR 1969	Certain shares of a company were pledged. During the period of the pledge, the company issued bonus and rights shares. Delhi HC held	Sec 177 – Pawner's right of redemption – Right to

	that the pawner was entitled to those at the time of redemption.	get increase.
Biddomoy Dabee vs. Sittaram	It was held that a pledge made by the servant who was holding the goods of his master was not valid.	Pledge by non-owner is invalid.
Purushottam Das vs. Union of India AIR 1967	A railway company delivered goods on a forged railway receipt. The goods were then pledged with the defendants. In a suit by the railways to recover the goods it was held that the pledge was invalid.	Pledge by non-owner is invalid.
Phillips vs. Brooks Ltd 1919	A fraudulent person pretending to be a man of credit induced the plaintiff to give him a valuable ring in return for his check which proved worthless. Before the fraud could be discovered, he pledged the ring with the defendants. The pledge was held to be valid.	Sec 178 A – Pledge by party under voidable contract is valid
Jaswantrai Manilal Akhney vs. State of Bombay 1956	A cooperative bank had an overdraft account with the Exchange Bank, which was secured by the deposit of certain securities. After many dealing and adjustments the last position of the account was that the overdraft limit was set at Rs 66150 and the securities under the pledge of the bank were worth Rs 75000. The cooperative bank did not make use of this overdraft for a long time and when it attempted to use it, the Exchange Bank was itself in financial crisis and had pledged the securities first with Canara Bank and then after having redeemed them, pledged them again with a private financier. The SC held that the pledge was invalid.	Sec 179 – Pledge by person with limited interest – Valid only up to the interest and not more.
Indian Partnership Act, 1932		
Helper Girdharbhai vs Saiyed M Kadri and others AIR 1987	J Sabyasachi of SC identified that the following elements must be there in order to establish a partnership - there must be an agreement entered into by all the parties concerned, the agreement must be to share profits of the business, and the business must be carried on by all or any of the person concerned for all.	Sec 4 – Essential Elements of a Partnership
Ram Priya Saran vs Ghanshyam Das AIR 1981, Allahbad	Two persons agreed that after their tender is passed they will construct the dam in partnership. In order to deposit earnest money, the plaintiff gave 2000 Rs. The tender was not accepted. It was held that since a business was only contemplated and not started, there was no partnership and so the plaintiff was entitled to get 2000 Rs. from the defendant.	Sec 4 – Essential Elements of a Partnership – Business must exist
Khan vs Miah 2000 WLR	Two persons obtained loan from the bank to start a restaurant. They also entered into a contract to purchase equipment and laundry for the restaurant. But their relationship terminated before the opening of the restaurant. It was held that there is no rule of law that parties to a joint venture do not become partners until they actually embark on the activity in question. It is necessary to identify the venture in order to decide whether the parties have actually embarked upon it but it is not necessary to attach any name to it. Many business require a lot of investment and activities before the actual trading begins. This does not mean that the business has not started until the trading begins. It was held that in this case the activity of the business had begun and so the partnership was in existence.	Sec 4 – Essential Elements of a Partnership – Business must exist
Cox vs. Hickman	In this case, two persons carried on business in partnership. Due to financial crisis they obtained loans. Having unable to repay the loans they executed a trust deed of properties in favor of the creditors. Some of the creditors were made trustees of the business. This included Cox and Wheatcroft. They were empowered to enter into contracts and execute instruments to carry on business and to divide the profits among the creditors. After the recovery of debts, the property was to be restored to the two original partners. Cox never acted as trustee and retired, while Wheatcroft acted as a trustee for some time and retired. Other trustee then became indebted to Hickman and executed a bill of exchange, which was not accepted and paid. Hickman sued the trustees for recovery of the money for materials supplied. The trustees could be held liable if they were partners. However, it was held that they were not partners. It was observed that in partnership every partner is an agent of another and in this case this element was absent.	Sec 4 – Essential Elements of a Partnership – Mutual Agency
Mollow March Co vs. The Court of Wards 1872	A Hindu Raja loaned some money to Watson & Co. In return, he was to get a % of profit and was to exercise control on some aspects of the business. He was not empowered to direct the transactions of the company. It was held that although sharing of profits is a very strong test, yet whether a relation of partnership exists depends on the real intention and conduct of the parties.	Sec 4 – Essential Elements of a Partnership – Sharing of profit not the sole criteria

Bentlay vs. Craven 1853	It was held that if a partner was authorized to purchase goods for the firm and if he supplies the goods from his own stock and makes a profit, he is liable to give the profit to the firm. This matter is further clarified in section 16 which says that subject to contract between the partners, if a partner derives any profit for himself from any transaction of the firm or from the use of the property or business connection of the firm, he shall pay that profit to the firm.	Sec 16 – General Duties of partners
Suresh Kumar vs. Amrit Kumar AIR 1982, Delhi HC	Held that majority cannot trample on the opinion of minority in the key matters of the partnership. Thus, majority cannot replace the managing director of the firm because it is a key business decision. It can be done only with the consent of all the partners.	Sec 12 – Every partner must do his duties diligently. Majority can take decisions only in normal business and not in key business decisions.
Devji vs. Magan Lal AIR 1965	A partner had taken a sublease in his own name instead of the firm's name. Further, there did not seem to be any intention to bind the firm. SC held that the firm was not bound by the lease as the parties did not intend to bind the firm by this transaction.	Sec 18 & 25 – Implied authority of a partner.
Sanganer Dal & Flour Mill vs. FCI AIR 1982	A partner of the firm, who had the implied authority to enter the contract with FCI to purchase goods, entered in to a contract with FCI to purchase Dal. The contract had an arbitration clause. In this case, the question was whether the partner had the power to enter into such a contract? It was held by SC that the partner was within his implied authority to enter into a contract to purchase goods from the corporation because it was normal for their business and the contract was done in the usual way. Thus, the contract was valid even if it contained an arbitration clause.	Sec 19(2) – Statutory restrictions on implied authority.
Vishnu Chandra vs. Chandrika Prasad Agarwal AIR 1983 SC	The question before SC was whether a partner was entitled to retire on the basis of partnership deed. The deed provided that a partner may retire by giving one month notice and that a partner cannot retire within one year of commencement of business and if he does so, his capital will not be returned. Held that it is consistent with the provisions of Section 31(1)(b) and the partner can retire according to the deed.	Sec 31(1)(b) – Retirement of a partner – Either by consent of all the other partners or as per the agreement of partnership.
Carmichael vs. Evans 1904	A partner was caught traveling without ticket and was convicted on this charge. He was expelled by the majority of the partners. It was held that the expulsion was justified.	Sec 33(1) – Expulsion of a partner.
Blisset vs. Daniel 1953	A partner was expelled by the majority of the partners because he opposed the appointment of the son of a partner on the post of manager. It was held that the expulsion was invalid.	Sec 33(1) – Expulsion of a partner.
Venkatarama Iyer vs. Blayya AIR 1936	Held that there must be some positive act of the partners so that the court may infer that the minors have been admitted to the benefits of the partnership. Merely assuming that the minors were admitted would be an error in law and is not sufficient.	Sec 30(1) – Partnership with a minor – Minor can be admitted to benefits of partnership.
Addl Commr. of Income Tax vs. Uttam Kumar Pramod Kumar 1975	A partnership deed was not signed by minor or anybody on his behalf. It was held that to admit the minor to the benefits of partnership it is necessary to have an agreement between the partners and the minor. Since the property and money of the minor can be used for the firm, an agreement is necessary between the partners and someone on behalf of the minor.	Sec 30(1) – Partnership with a minor – Minor can be admitted to benefits of partnership.
Shivganda R Patil vs. Chandrakanth Neelkanth Sadalge AIR 1965	C a minor was admitted to the benefits of the partnership between A and B. The partnership became indebted and was dissolved while C was still a minor. Upon majority, C did not exercise the option of election. Later on, the creditor started insolvency proceedings against the partners and impleaded C as well in the proceedings. It was held that a minor cannot be impleaded in insolvency proceedings against the firm on the ground that he had become a major after dissolution of the firm. At the time of his majority the firm had ceased to exist and thus there was no question of electing to become or not to become a partner.	Sec 30(5) – Right of minor to elect after majority.
Loonkaran Sethia vs. Mr Ivan E John AIR 1977	The firm was not registered and the plaintiff filed the suit to enforce an agreement entered into by a partner of the firm. The suit was filed on behalf of the firm and was for its benefit. SC observed that a partner of an unregistered firm cannot bring a suit to enforce a right arising out of a contract falling within the ambit of section 69. It held that the suit was not maintainable.	Sec 69(1) – Consequences of non registration – Suit cannot be brought against the firm by a partner.
Ram Adhar vs Rama Kirat Tiwary AIR 1981	The plaintiff sold bricks to the defendant. The defendant did not pay the price to the partnership firm and so the firm filed the suit. It was held that since the firm was not registered the suit was not maintainable.	Sec 69(1) – Consequences of non registration – Suit cannot be brought by the firm against third party.

Carmichael vs. Evans 1856	A partner was convicted of traveling without ticket and the court dissolved the firm on this ground.	Sec 44 – Dissolution of a firm by court.

Law of Crimes

Case Reference	**Case Details**	**Topic**
General Exceptions		
Waryam Singh vs. Emperor AIR 1926	Took a defense of mistake saying he believed that the killed person was a ghost because that would be a mistake of a fact.	Sec 76 – Mistake of fact – Meaning of Mistake
R vs. Prince 1875	It is an important case where a person was convicted of abducting a girl under 18 yrs of age. The law made taking a woman under 18 from her guardian without her guardian's permission a crime. In this case, the person had no intention to abduct her. She had gone with the person with consent and the person had no reason to believe that the girl was under 18. Further, the girl looked older than 18. However, it was held that by taking a girl without her guardian's permission, he was taking a risk and should be responsible for it because the law made it a crime even if it was done without mens rea. In this case, five rules were laid down which are guideline whenever a question of a mistake of fact or mistake of law arises in England and elsewhere - 1. When an act is in itself plainly criminal and is more severely punishable if certain circumstances coexist, ignorance of the existence is no answer to a charge for the aggravated offence. 2. When an act is prima facie innocent and proper unless certain circumstances co-exist, the ignorance of such circumstances is an answer to the charge. 3. The state of the mind of the defendants must amount to absolute ignorance of the existence of the circumstance which alters the character of the act or to a belief in its non-existence. 4. When an act in itself is wrong, and under certain circumstances, criminal, a person who does the wrongful act cannot set up as a defense that he was ignorant of the facts which would turn the wrong into a crime. 5. When a statute makes it penal to do an act under certain circumstances, it is a question upon the wording and object of the statute whether responsibility of ascertaining that the circumstances exist is thrown upon the person who does the act or not. In the former case, his knowledge is immaterial.	Sec 76 – Mistake of fact – Strict Liability
The King vs. Tustipada Mandal AIR 1951 Orissa HC.	The guidelines established in R vs. Prince were brought in Indian Law in this case.	Sec 76 – Mistake of fact.
R vs. Tolson 1889	A woman's husband was heard to be dead since the ship he was traveling in had sunk. After some years, when the husband did not turn up, she married another person. However, her husband came back and since 7 years had not elapsed since his disappearance, which are required to legally presume a person dead, she was charged with bigamy. It was held that disappearance for 7 yrs is only one way to reach a belief that a person is dead. If the woman and as the evidence showed, other people in town truly believed that the husband died in a shipwreck, this was a mistake of fact and so she was acquitted.	Sec 76 – Mistake of fact.
R vs. White and R vs. Stock 1921	Here, the husband with limited literacy asked his lawyers about his divorce, who replied that they will send the papers in a couple of days. The husband construed as the divorce was done and on that belief he married another woman. It was held that it was a mistake of law and he was convicted of bigamy.	Sec 76 – Mistake of Law.
Tunda vs. Rex AIR 1950	Two friends, who were fond of wrestling, were wresting and one got thrown away on a stone and died. This was held to be an accident and since it was not done without any criminal intention, the defendant was acquitted.	Sec 80 – Accident There must not be a criminal intent.
Jogeshshwar vs. Emperor	The accused was fighting with a man and the man's pregnant wife intervened. The accused aimed at the woman but accidentally hit the baby who was killed. He was not allowed protection under this section because he was not doing a lawful act in a lawful manner by lawful means.	Sec 80 – Accident The act must be lawful and must be done in lawful manner in lawful means.

Bhupendra Singh Chudasama vs. State of Gujarat ,1998	The appellant, an armed constable of SRPF, shot at his immediate supervisor while the latter was inspecting the dam site in dusk hours. The appellant took the plea that it was dark at that time and he saw someone moving near the dam with fire. He thought that there was a miscreant. He shouted to stop the person but upon getting no response he fired the shot. However, it was proven that the shot was fired from a close range and it was held that he did not take enough precaution before firing the shot and was convicted.	Sec 80 – Accident The act must be done with precaution and there must not be any negligence.
Queen vs. Lukhini Agradanini 1874	Held that merely the proof of age of the child would be a conclusive proof of innocence and would ipso facto be an answer to the charge against him.	Sec 82 – Child under 7 yrs of age.
Hiralal vs. State of Bihar 1977	The boy who participated in a concerted action and used a sharp weapon for a murderous attack, was held guilty in the absence of any evidence leading to boy's feeble understanding of his actions.	Sec 83 – Child above 7 but below 12 yrs of age.
Emperor vs. Paras Ram Dubey	A boy of 12 years of age was convicted of raping a girl. In English law, a boy below 14 years is deemed incapable of raping a woman.	Sec 83 – Child above 7 but below 12 yrs of age.
R vs. Arnold 1724	Wild Beast test was evolved in this case. Here, the accused was tried for wounding and attempting to kill Lord Onslow. By evidence, it was clear that the person was mentally deranged. J Tracy laid the test as follows, "If he was under the visitation of God and could not distinguish between good and evil and did not know what he did, though he committed the greatest offence, yet he could not be guilty of any offence against any law whatsoever."	Sec 84 – Unsoundness of Mind Wild Beast Test
Hadfield's Case 1800	Insane delusion test was evolved in this case, where Hadfield was charged with high treason and attempting the assassination of Kind George III. He was acquitted on the ground of insane delusion. Here, the counsel pleaded that insanity was to be determined by the fact of fixed insane delusions with which the accused was suffering and which were the direct cause of his crime. He pointed out that there are people who are deprived of their understanding, either permanently or temporarily, and suffer under delusions of alarming description which overpowers the faculties of their victims.	Sec 84 – Unsoundness of Mind Insane Delusion Test
M' Naghten's Rules	In this case, Daniel M'Naghten was tried for the murder of a private secretary of the then prime minister of England. He was acquitted on the ground of insanity. This caused a lot of uproar and the case was sent to bench of fifteen judges who were called upon to lay down the law regarding criminal responsibility in case of lunacy. Some questions were posed to the judges which they had to answer. These questions and answers are knows as M'Naghten's Rules which form the basis of the modern law on insanity. The following principals were evolved in this case - Regardless of the fact that the accused was under insane delusion, he is punishable according to the nature of the crime if, at the time of the act, he knew that he was acting contrary to law. Every man must be presumed to be sane until contrary is proven. That is, to establish defense on the ground of insanity, it must be clearly proven that the person suffered from a condition due to which he was not able to understand the nature of the act or did not know what he was doing was wrong. If the accused was conscious that the act was one that he ought not to do and if that act was contrary to law, he was punishable. If the accused suffers with partial delusion, he must be considered in the same situation as to the responsibility, as if the facts with respect to which the delusion exists were real. For example, if the accused, under delusion that a person is about to kill him and attacks and kills the person in self defense, he will be exempted from punishment. But if the accused, under delusion that a person has attacked his reputation, and kills the person due to revenge, he will be punishable. A medical witness who has not seen the accused previous to the trial should not be asked his opinion whether on evidence he thinks that the accused was insane.	Sec 84 – Unsoundness of Mind M' Naghten's Rules
S K Nair vs. State of Punjab 1997	The accused was charged for murder of one and grievous assault on other two. He pleaded insanity. However, it was held that the words spoken by the accused at the time of the act clearly show that he understood what he was doing and that it was wrong. Thus, he was held guilty.	Sec 84 – Unsoundness of Mind Incapacity must exist at the time of the act.
Chhagan vs. State 1976	Held that mere queerness on the part of the accused or the crime does not establish that he was insane. It must be proved that the cognitive faculties of the person were such that he did not know what he has done or what will follow his act.	Sec 84 – Unsoundness of Mind Must be incapable of knowing -

		either the nature of the act. or that the act is wrong. or that the act is contrary to law.
Director of Public Prosecution vs. Beard 1920	In this case, a 13 yr old girl was passing by a mill area in the evening. A watchman who was drunk saw her and attempted to rape her. She resisted and so he put a hand on her mouth to prevent her from screaming thereby killing her unintentionally. House of lords convicted him for murder and the following principles were laid down- 1. If the accused was so drunk that he was incapable of forming the intent required he could not be convicted of a crime for which only intent was required to be proved. 2. Insanity whether produced by drunkenness or otherwise is a defense to the crime charged. The difference between being drunk and diseases to which drunkenness leads is another. The former is no excuse but the later is a valid defense if it causes insanity. 3. The evidence of drunkenness falling short of proving incapacity in the accused to form the intent necessary to commit a crime and merely establishing that his mind was affected by the drink so that he more readily gave way to violent passion does not rebut the presumption that a man intends the natural consequences of the act.	Sec 85 -Intoxication
Mannu vs. State of UP AIR 1979 SC	SC held that when the deceased was waylaid and attacked by the accused with dangerous weapons the question of self defense by the accused did not arise.	Sec 97 – Right to Private Defense
Ram Rattan vs. State of UP 1977 SC	SC observed that a true owner has every right to dispossess or throw out a trespasser while the trespasses is in the act or process of trespassing and has not accomplished his possession, but this right is not available to the true owner if the trespasser has been successful in accomplishing the possession to the knowledge of the true owner. In such circumstances the law requires that the true owner should dispossess the trespasser by taking resource to the remedies available under the law.	Sec 97 – Right to Private Defense
Kanwar Singh's case 1965	A team organized by the municipal corporation was trying to round up stray cattle and was attacked by the accused. It was held that the accused had no right of private defense against the team.	Sec 99 – Restrictions on RPD – Act done by public servant or on the direction of a public servant.
Kurrim Bux's case 1865	A thief was trying to enter a house through a hole in the wall. The accused pinned his head down while half of his body was still outside the house. The thief died due to suffocation. It was held that the use of force by the accused was justified.	Sec 99 – Restrictions on RPD – Excessive Force
Queen vs. Fukira Chamar	A thief was hit on his head by a pole five times because of which he died. It was held that excessive force was used than required.	Sec 99 – Restrictions on RPD – Excessive Force
Ajodha Prasad vs. State of UP 1924	The accused received information that they were going to get attacked by some sections of the village. However, they decided that if they separated to report this to the police they will be in more danger of being pursued and so they waited together. Upon attack, they defended themselves and one of the attackers was killed. It was held that they did not exceed the right of private defense.	Sec 99 – Restrictions on RPD – When there is an opportunity to approach appropriate authorities.
Viswanath vs. State of UP AIR 1960	When the appellant's sister was being abducted from her father's home even though by her husband and there was an assault on her body by the husband, it was held that the appellant had the right of private defense of the body of his sister to the extent of causing death.	Sec 100 – RPD of Body up to causing death.
Sheo Persan Singh vs. State of UP 1979	The driver of a truck drove over and killed two persons who were sleeping on the road in the night. People ahead of the truck stood in the middle of the road to stop the truck, however, he overran them thereby killing some of them. He pleaded right to private defense as he was apprehensive of the grievous hurt being caused by the people trying to stop him. SC held that although in many cases people have dealt with the errant drivers very seriously, but that does not give him the right of private defense to kill multiple people. The people on the road had a right to arrest the driver and the driver had no right of private defense in running away from the scene of accident killing several people.	Sec 100 – RPD of Body up to causing death.
Yogendra Morarji vs. State of Gujarat	It is an important case in which SC observed that when life is in peril the accused was not expected to weigh in golden scales what	Sec 100 – RPD of Body up to causing death.

1980	amount of force does he need to use and summarized the law of private defense of body as under - 1. There is no right of private defense against an act which is not in itself an offence under this code. 2. The right commences as soon as and not before a reasonable apprehension of danger to the body arises from an attempt or thread to commit some offence although the offence may not have been committed and it is continuous with the duration of the apprehension. 3. It is a defensive and not a punitive or retributive right. Thus, the right does not extend to the inflicting of more harm than is necessary for defense. 4. The right extends to the killing of the actual or potential assailant when there is a reasonable and imminent apprehension of the atrocious crimes enumerated in the six clauses of section 100. 5. There must be no safe or reasonable mode of escape by retreat for the person confronted with an impending peril to life or of grave bodily harm except by inflicting death on the assailant. 6. The right being in essence a defensive right does not accrue and avail where there is time to have recourse to the protection of public authorities.	
State of UP vs. Shiv Murat 1982 SC	It was held that to determine whether the action of the accused was justified or not one has to look in to the bona fides of the accused. In cases where there is a marginal excess of the exercise of such right it may be possible to say that the means which a threatened person adopts or the force which he uses should not be weighed in golden scales and it would be inappropriate to adopt tests of detached objectivity which would be so natural in a court room.	Sec 103 – RPD of Property up to causing death.
Amjad Khan vs. State AIR 1952	A criminal riot broke out in the city. A crowd of one community surrounded the shop of A, belonging to other community. The crowd started beating the doors of A with lathis. A then fired a shot which killed B, a member of the crowd. Here, SC held that A had the right of private defense which extended to causing of death because the accused had reasonable ground to apprehend that death or grievous hurt would be caused to his family if he did not act promptly. Further, he did not have to wait until the doors were broken open and the mob had entered the shop because it was evident that other muslim shops had been looted and muslims had lost life. Under such circumstances, the commencement of threat of death or grievous hurt had already begun.	Sec 100 – RPD of Body up to causing death. Sec 102 – Commencement and continuance of RPD of B Sec 103 – RPD of P up to causing death Sec 105 – Commencement and continuance of RPD of P
Preparation and Attempt		
R vs. Cheesman 1862	Lord Blackburn identified a key difference between attempt and preparations. He says that if the actual transaction has commenced which would have ended in the crime if not interrupted, there is clearly an attempt to commit a crime.	Sec 511 – Punishment for attempt
R vs. Riyasat Ali 1881	The accused gave orders to print forms that looked like they were from Bengal Coal Company. He proofread the samples two times and gave orders for correction as well so that they would appear exactly as forms of the said company. As this time he was arrested for attempt to make false document under section 464. However, it was held that it was not an attempt because the name of the company and the seal were not put on the forms and until that was done, the forgery would not be complete.	Attempt or Preparation Last Step Test or Proximity Rule
Abhayanand Mishra vs. State of Bihar AIR 1961	A applied to the Patna University for MA exam and he supplied documents proving that he was a graduate and was working as a headmaster of a school. Later on it was found that the documents were fake. It was held that it was an attempt to cheat because he had done everything towards achieving his goal.	Attempt or Preparation Last Step Test or Proximity Rule
Queen vs. Collins	Held that a pickpocket was not guilty of attempt even when he put his hand into the pocket of someone with an intention to steal but did not find anything	Indispensable Element Test or Theory of Impossibility.
R vs. Mc Pherson 1857	The accused was held not guilty of attempting to break into a building and steal goods because the goods were not there.	Indispensable Element Test or Theory of Impossibility.
R vs. King 1892	Above two were overruled. In this case, the accused was convicted for attempting to steal from the hand bag of a woman although there	Indispensable Element Test or Theory of

	was nothing in the bag. Illustration (b) of section 511 is based on this decision.	Impossibility.
State of Mah. vs. Mohd. Yakub AIR SC 1980	Three persons were found with a truck loaded with silver near the sea dock. Further, the sound of engine of a mechanized boat was heard from a nearby creek. They were convicted of attempting to smuggle silver. J Sarkaria observed that what constitutes at attempt is a mixed question of law and the facts of a case. Attempt is done when the culprit takes deliberate and overt steps that show an unequivocal intention to commit the offence even if the step is not the penultimate one.	Unequivocal Test
State of Mah. vs. Balram Bama Patil AIR 1983, SC	Held that for conviction under sec 307, it is not necessary that a bodily injury capable of causing death must be inflicted but the nature of the injury can assist in determining the intention of the accused.	Sec 307 – Attempt to Murder Injury not necessary
Vasudev Gogte 1932	The accused fired two shots at point blank range at the Governor of Bombay. However, it failed to produce any result because of defect in ammunition or intervention of leather wallet and currency. It was held that to support conviction under this section the accused must have done the act with intention or knowledge that but for any unforeseen intervention, it would cause death. Thus, he was held guilty.	Sec 307 – Attempt to Murder It is sufficient that the culprit believes that the act is capable of causing death.
Om Prakash vs. State of Punjab AIR 1961, SC	Husband tried to kill her wife by denying her food. Held that a person can be held guilty under this section if his intention is to murder and in pursuance of his intention he does an act towards its commission, even if that act is not the penultimate act.	Sec 307 – Attempt to Murder Act need not be the penultimate act
R vs. Francis Cassidy 1867, Bombay HC	Held that section 511 is wide enough to cover all cases of attempt including attempt to murder. It further held that for application of section 307, the act might cause death if it took effect and it must be capable of causing death in normal circumstances. Otherwise, it cannot lie under 307 even if it has been committed with intention to cause death and was likely, in the belief of the prisoner, to cause death. Such cases may fall under section 511.	Applicability of 307 and 511
Queen vs. Nidha 1891, Allahabad HC	However, in the case of expressed a contrary view and held that sec 511 does not apply to attempt to murder. It also held that section 307 is exhaustive and not narrower than section 511.	Applicability of 307 and 511
Konee 1867	Held that for the application of section 307, the act must be capable of causing death and must also be the penultimate act in commission of the offence, but for section 511, the act may be any act in the series of act and not necessarily the penultimate act.	Applicability of 307 and 511
Om Prakash vs State of Punjab AIR 1967	Husband tried to kill his wife by denying her food but the wife escaped. In this case, SC held that for section 307, it is not necessary that the act be the penultimate act and convicted the husband under this section.	Applicability of 307 and 511

Culpable Homicide and Murder

Kangla's case 1898	The accused struck a man whom he believed was not a human being but something supernatural. However, he did not take any steps to satisfy himself that the person was not a human being and was thus grossly negligent and was held guilty of culpable homicide.	

R vs. Govinda 1876 Bom, J. Melvill formulated the following table –

Culpable Homicide	**Murder**
A person commits culpable homicide if the act by which death is caused is done -	A person commits murder if the act by which death is caused is done -
1. with the intention of causing death.	1. with the intention of causing death.
2. with an intention to cause such bodily injury as is likely to cause death.	2. with an intention to cause such bodily injury as the offender knows to be likely to cause death of the person to whom the harm is caused. 3. with an intention of causing bodily injury to any person and the bodily injury intended to be inflicted is sufficient in ordinary course of nature to cause death.
3. with the knowledge that such an act is likely to cause death.	4. With the knowledge that the act is so imminently dangerous that it must in all probability cause death.

Based on this table, he pointed out the difference that when death is caused due to bodily injury, it is the probability of death due to that injury that determines whether it is culpable homicide or murder. If death is only likely it is culpable homicide, if death is highly probable, it is murder.

Augustine Saldanha vs. State of Karnataka LJ 2003, SC deliberated on the difference of culpable homicide and murder. SC observed that in the scheme of the IPC culpable homicide is genus and 'murder' its specie. All 'murder' is 'culpable homicide' but not vice-versa.

Speaking generally, 'culpable homicide' sans 'special characteristics of murder is culpable homicide not amounting to murder'. For the purpose of fixing punishment, proportionate to the gravity of the generic offence, the IPC practically recognizes three degrees of culpable homicide. The first is, what may be called, 'culpable homicide of the first degree'. This is the greatest form of culpable homicide, which is defined in Section 300 as 'murder'. The second may be termed as 'culpable homicide of the second degree'. This is punishable under the first part of Section 304. Then, there is 'culpable homicide of the third degree'. This is the lowest type of culpable homicide and the punishment provided for it is also the lowest among the punishments provided for the three grades. Culpable homicide of this degree is punishable under the second part of Section 304.

It further observed that the academic distinction between 'murder' and 'culpable homicide not amounting to murder' has always vexed the Courts. They tried to remove confusion through the following table –

Culpable Homicide A person commits culpable homicide if the act by which death is caused is done -	**Murder** Subject to certain exceptions, culpable homicide is murder if the act by which death is caused is done -
INTENTION	
(a) with the intention of causing death.	1. with the intention of causing death.
(b) with an intention to cause such bodily injury as is likely to cause death. .	2. with an intention to cause such bodily injury as the offender knows to be likely to cause death of the person to whom the harm is caused. 3. with an intention of causing bodily injury to any person and the bodily injury intended to be inflicted is sufficient in ordinary course of nature to cause death
KNOWLEDGE	
(c) with the knowledge that such an act is likely to cause death.	4. With the knowledge that the act is so imminently dangerous that it must in all probability cause death.

Thus, it boils down to the knowledge possessed by the offender regarding a particular victim in a particular state being in such condition or state of health that the internal harm caused to him is likely to be fatal, notwithstanding the fact that such harm would not, in the ordinary circumstances, be sufficient to cause death. In such a case, intention to cause death is not an essential requirement. Only the intention of causing such injury coupled with the knowledge of the offender that such injury is likely to cause death, is enough to term it as murder.

Rawalpenta Venkalu v. State AIR 1956 SC 171	The accused set fire to the hut in which the deceased was sleeping and locked the door. He also prevented the villagers from helping. Thus, it was clear that his intention was to kill the person and was thus held guilty of murder.	Murder – Act by which death is caused is done with an intention of causing death.
Emperor vs. Dhirajia 1940 and Gyarasi Bai vs. State 1953	In both the cases, a woman jumped into a well with her children. The woman was saved but the children died. In Dhirajia's case, the woman left the house with her 6 month old baby due to ill treatment by husband. The husband followed her. Upon seeing the husband, she jumped in a well in a state of panic. In Gyarasibai's case, the woman left her house owing to domestic quarrel and jumped into the well with her children without any sudden provocation. So, Dhirajia was held guilty of only Culpable Homicide but Gyarasi Bai was held guilty of Murder.	Murder – Person committing the act knows that the act is so dangerous that it will cause death in all probability, and still does it without any valid reason.
Byvarapu Raju vs. State of AP 2007	SC held that in a murder case, there cannot be any general rule to specify whether the quarrel between the accused and the deceased was due to a sudden provocation or was premeditated. "It is a question of fact and whether a quarrel is sudden or not, must necessarily depend upon the proved facts of each case," a bench of judges Arijit Pasayat and D K Jain observed while reducing to 10 years the life imprisonment of a man accused of killing his father. The bench passed the ruling while upholding an appeal filed by one Byvarapu Raju who challenged the life sentence imposed on him by a session's court and later affirmed by the Andhra Pradesh High Court for killing his drunk father.	Sec 300 – Exception 4 Death in sudden fight in the heat of passion without premeditation.
Nga Shwe Po's case 1883	The accused struck a man one blow on the head with a bamboo yoke and the injured man died, primarily due to excessive opium administered by his friends to alleviate pain. He was held guilty under this section.	Sec 319 Hurt
Marana Goundan's case AIR 1941	The accused kicked a person and the person died because of a diseased spleen, he was held guilty of only hurt because the accused did not know about any special condition of the deceased.	Sec 319 Hurt
Formina Sbastio Azardeo vs. State of Goa Daman and Diu 1992 CLJ SC	The deceased was making publicity about the illicit intimacy between N and W. On the fateful day, N, W, and her husband A caught hold of D and tied him up to a pole and beat him as a result of which he died. They were not armed with any dangerous weapon and had no intention to kill him. N and W were held guilty of only causing grievous hurt.	Sec 320 Grievous Hurt
Vardrajan vs. State of Madras AIR 1965	SC observed that there is a difference between taking away a minor and allowing the minor to follow. If a person knowingly does an act which he has reason to believe will cause the child to leave the guardian, then it would amount to taking away the child, however, if	Sec 361 Kidnapping from lawful guardian

	child follows a person even when a person does not do any act meant to entice a child to leave his guardian, he cannot be held responsible.	
Chajju Ram vs. State of Punjab AIR 1968	A minor girl was taken away out of the house for only about 20 - 30 yards. Held that it was kidnapping because distance is immaterial.	Sec 361 Kidnapping from lawful guardian
Sakshi vs. Union of India 2004	Held that the definition of Sexual Intercourse cannot, by judicial interpretation, be extended up to different kinds of intercourse such as penile-oral because there is no ambiguity about the wordings of sec 375. Therefore, sexual intercourse must mean penile-vaginal penetration.	Sec 375 – Rape – Meaning of Sexual Intercourse
Theft, Extortion, Robbery, Dacoity		
K. N. Mehra vs. State of Rajasthan AIR 1957 S. C. 369	Proof of intention to cause permanent deprivation of property to the owner, or to obtain a personal gain is not necessary for the purpose of establishing dishonest intention.	Sec 378 – Theft - Ingredients – Dishonest intention to take property
Pyarelal Bhargava vs. State AIR 1963	A govt. employee took a file from the govt. office, presented it to B, and brought it back to the office after two days. It was held that permanent taking of the property is not required, even a temporary movement of the property with dishonest intention is enough and thus this was theft.	Sec 378 – Theft - Ingredients – Dishonest intention to take property
White's case 1853	A person introduced another pipe in a gas pipeline and consumed the gas bypassing the meter. Gas was held to be a movable property and he was held guilty of theft.	Sec 378 – Theft - Ingredients – Property must be movable
HJ Ransom vs. Triloki Nath 1942	A had taken a bus on hire purchase from B under the agreement that in case of default B has the right to take back the possession of the bus. A defaulted, and thereupon, B forcibly took the bus from C, who was the driver of the bus. It was held that the C was the employee of A and thus, the bus was in possession of A. Therefore, taking the bus out of his possession was theft.	Sec 378 – Theft - Ingredients – Property must be taken out of possession. Ownership not necessary.
Chandler's case 1913	A and B were both servants of C. A suggested B to rob C's store. B agreed to this and procured keys to the store and gave them to A, who then made duplicate copies. At the time of the robbery, they were caught because B had already informed C and to catch A red handed, C had allowed B to accompany A on the theft. Here, B had the consent of C to move C's things but A did not and so A was held guilty of theft.	Sec 378 – Theft - Ingredients - Property must be taken without consent
Bishaki's case 1917	The accused cut the string that tied the necklace in the neck of a woman, because of which the necklace fell. It was held that he caused sufficient movement of the property as needed for theft.	Sec 378 – Theft - Ingredients – Physical movement of the property is must.
Rama's Case 1956	A person's cattle was attached by the court and entrusted with another. He took the cattle out of the trustee's possession without recourse of the court. He was held guilty of theft.	Theft of one's own property.
Walton's case 1863	The accused threatened to expose a clergyman, who had criminal intercourse with a woman of ill repute unless the clergyman paid certain amount to him. He was held guilty of extortion.	Sec 383 – Extortion – Ingredients – Intention
Nizamuddin's case 1923	A refusal by A to perform marriage and to enter it in the register unless he is paid Rs. 5, was not held to be extortion.	Sec 383 – Extortion – Ingredients – Intention
Duleelooddeen Sheikh's case 1866	A person offers no resistance to the carrying off of his property on account of fear and does not himself deliver it, it was held not to be extortion but robbery.	Sec 383 – Extortion – Ingredients – Dishonestly induces a person to deliver property.
Romesh Chandra Arora's case 1960	The accused took a photograph of a naked boy and a girl by compelling them to take off their clothes and extorted money from them by threatening to publish the photograph. He was held guilty of extortion.	Sec 383 – Extortion – Ingredients – Dishonestly induces a person to deliver property.
R S Nayak vs. A R Antuley and another AIR 1986	It was held that for extortion, fear or threat must be used. In this case, chief minister A R Antuley asked the sugar cooperatives, whose cases were pending before the govt. for consideration, to donate money and promised to look into their cases. It was held that there was no fear of injury or threat and so it was not extortion.	Sec 383 – Extortion
Hushrut Sheikh's case 1866	C and D were stealing mangoes from tree and were surprised by B. C knocked down B and B became senseless. It was held to be a case of robbery.	Sec 390 – Robbery Voluntary action causing (or attempting to cause) (or causing fear of) instant death, hurt, or wrongful confinement.

Edward's case 1843	A person, while cutting a string tied to a basket accidentally cut the wrist of the owner who tried to seize it. He was held guilty of only theft.	Sec 390 – Robbery Voluntary action
Shikandar vs. State 1984	The accused attacked his victim by knife many times and succeeded in acquiring the ear rings and key from her salwar. He was held guilty of robbery.	Sec 390 – Robbery
Ram Chand's case 1932	It was held that the resistance of the victim is not necessary. The victims, seeing a large number of offenders, did not resist and no force or threat was used but the offenders were still held guilty of dacoity.	Sec 391 - Dacoity
Ghamandi's case 1970	It was held that less than five persons can also be convicted of dacoity if it is proved as a fact that there were more than 5 people who committed the offence by only less than five were identified.	Sec 391 - Dacoity

Education Process, Planning, and the Law

Case Reference	Case Details	Topic