**Conditional Transfers**of the Transfer of the Property Act explains under the Section**25 to 34.**

Every Person competent to contract can transfer a property either absolutely or conditionally. Such conditions may be either **"Conditions Precedent or Condition Subsequent".**

* When an interest is created on the transfer of property but is made to depend on the fulfilment of a condition by the transferee, the transfer is known as a conditional transfer.
* Such a transfer may be subject to a condition precedent or a condition subsequent.

In **Condition Precedent**, conditions must be fulfilled before a person can acquire an interest in a property.

In **Condition Subsequent**, conditions must be performed after the transfer has taken place.

E.g.: -

"A" transfers a house to "B" on the condition that "B" shall marry "C". This is a Condition Precedent. But "A" transfers the house to "B" with a condition that "B" shall marry "C" within two years from the of the transfer. This is a Condition Subsequent.

**Condition Precedent:**

According to the Section **25 and 26** defines the "Condition Precedent" in the Transfer of the Property. The Condition Precedent must not be impossible of performance. It must be lawful and not forbidden by law. The condition Precedent must obey the provisions of all laws. It should not fradulent and or cause injury to the person or property of another person and or should not be immoral or opposed to public policy.

**Condition Subsquent :**

According to the Section**27 to 34** of the Transfer of the Property Act defines the "Condition Subsequent”. Condition Subsequent has different types of Transfers.

They are:-

1. Subsequent Transfers

2. Conditional Limitation

3. Fulfilment of Condition Subsequent

4. Prior disposition not affected by invalidity of ulterior disposition

5. Condition that transfer to effect in specified uncertain events

6. Condition invalid and

7. Conditional on Performance.

SECTION 25 CONDITIONAL TRANSFER

An interest created on a transfer of property and dependent upon a condition fails if the fulfilment of the condition is impossible, or is forbidden by law, or is of such a nature that, if permitted, it would defeat the provisions of any law, or is fraudulent, or involves or implies injury to the person or property of another, or the Court regards it as immoral or opposed to public policy.

Illustration-

(a) A lets a farm to B on condition that he shall walk a hundred miles in an hour. The lease is void.

(b) A gives Rs. 500 to B on condition that he shall marry A’s daughter C. At the date of the transfer C was dead. The transfer is void.

(c) A transfers Rs. 500 to B on condition that she shall murder C. The transfer is void.

(d) A transfers Rs. 500 to his niece C, if she will desert her husband. The transfer is void.

Conditional Transfer

* Conditional subsequent
* Conditional subsequent
* Collateral condition

Void condition precedent

* Impossible to perform
* Unlawful

**CONDITIONAL TRANSFER**

Property must be transferred either absolutely or conditionally. Where property is transferred absolutely, it is unconditional transfer and transferee gets the interest without any subjection and limitation. On the other hand, where the property is transferred conditionally, the transfer is subject to certain condition and limitation and the legal effect of transfer may very according to the nature of condition attached to it. A transfer of property with certain condition is called conditional transfer. Conditions are of three kind:

1. **CONDITIONAL PRECEDENT**- A conditional precedent is that condition which precedes the transfer of property. It is prior to the transfer. Where the terms of a transfer of property impose a condition to be fulfilled before a person can take an interest in the property, the condition is a conditional precedent. For example, where A makes a gift of his house to B if B marries C, the condition is condition precedent. Gift in favour of B shall take effect only if B marries C; if he does not to do so, the house cannot transferred in his favour.
2. **CONDITION SUBSEQUENT**- A condition subsequent is the condition which is required to be fulfilled after the transfer of property is already take place. therefore, where a condition has been imposed in a transfer, the interest of transferee which has already been vested in him is affected by fulfilment or non-fulfilment of the condition.

For example, A transfer a farm to B provided that, if B shall not go to England within three years after the date of transfer his interest in the farm shall ceases. Does not go the England within the period prescribed. His interest in the farm ceases.

1. **COLLATERAL CONDITON**- A condition is collateral if it is required to be fulfilled simultaneously with the transfer. A collateral condition is required to be performed side by side the operation of transfer. Thus, Where A leases his property to B so long as B resides in the house of A, the condition is collateral. The transfer that is the lease remains in operation only till B fulfils the condition, viz. he continuous to live with A.

**VOID CONDITIONAL PRECEDENT**

Section 25 deals with a conditional precedent. Under this section, a condition precedent is void if its performance is either impossible or unlawful and, where a condition precedent is void the transfer of property is void too. In the following cases the condition is void and transfer fails because the condition is not fulfilled:

1. **IMPOSSSIBLE TO PERFORM**- A condition which cannot be practically performed is called impossible condition. Since such condition can never be performed, the transfer of property too can never take place.

If case of *RAJENDRA LAL V. MRIANALINI DESSI[[1]](#footnote-1)*the condition in the bequest was the legatee excavated a tank when the testator himself did it in his lifetime. This was not practically possible, therefore, the condition was void and bequest failed.

1. **UNLAWFUL**- In the following cases the conditions are unlawful and void; the transfer with such conditions:
2. **FORBIDDEN BY LAW**- If the conditions are forbidden by law, it is void. Transfer of a property with such condition take place. A transfers his house to B on condition that B shall transfer his excise licence to C. transfer of licence is forbidden by law and condition cannot be performed.
3. **DEFEATS THE PROVISIONS OF LAW-** Where the condition is such that if performed it would defeat the provision of any existing law, it is void. Transfer with such conditions fails.
4. **FRADULENT**- A condition the fulfilment of which amount to ‘fraud’ is unlawful.
5. **INVOLVES ANY INJURY TO PERSON OR PROPERTY**- A condition the performance of which is an offence causing injury to a person or property of another person is unlawful and a transfer with such condition fails.
6. **OPPOSE TO PUBLIC POLICY**- Where the condition precedent is immoral or opposed to public policy, the transfer with such condition cannot take place because the condition is void. A makes a gift of rupees1000 to B when B deserts her husband, B can never be entitled to get rupees 1000. Excepting one, void condition precedent as contemplated in this section are the same as giving in section 23 of the Indian Contract Act.

**SECTION 26; FULFILMENT OF CONDITION PRECEDENT**

Where the terms of a transfer of property impose a condition to be fulfilled before a person can take an interest in the property, the condition shall be deemed to have been fulfilled if it has been substantially complied with.

Illustrations

(a) A transfers Rs. 5000 to B on condition that he shall marry with the consent of C, D and E. E dies. B marries with the consent of C and D. B is deemed to have fulfilled the condition.

(b) A transfers Rs. 5000 to B on condition that he shall marry with the consent of C, D and E. B marries without the consent of C, D and E, but obtains their consent after the marriage. B has not fulfilled the condition.

**PERFORMANCE OF CONDITION PRECEDENT:**

The condition precedent Where the transfer of property is dependent on the fulfilment of precedent, the vesting of interest cannot take place unless the condition is performed. If the condition precedented is void under section 25 it cannot be performed and the transfer never take effect. But where the condition is valid and lawful, its performance is necessary for passing of the interest in favour of transferee. Section 26 provided that where transfer is dependent on any lawful condition precedent its subsequent compliance is sufficient for the transfer. It is not necessary that the condition is fulfilled strictly in accordance with its terms this section incorporates the rule that a condition precedent is to be interpreted liberally where as a condition subsequent is to be strictly construed.

In case of *GONENDRA MOHAN TAGORE V. RAJAH JOTINDRA MOHAN TAGORE[[2]](#footnote-2)* by substantial compliance is meant that condition has been carried out for the most part of its term. For example, A transfers rupees 5000 to B on conditions that B shall marry with the consent of C, D, E. E dies and his consent is not possible. B marries with the consent of C and D. the condition has been carried out in substance through not strictly according to its terms. B get rupees 5000 if he marries with the consent of only C and D.

**SECTION 27. CONDITIONAL TRANSFER TO ONE PERSON COUPLED WITH TRANSFER TO ANOTHER ON FAILURE OF PRIOR DISPOSITION.**

Where, on a transfer of property, an interest therein is created in favour of one person, and by the same transaction an ulterior disposition of the same interest is made in favour of another, if the prior disposition under the transfer shall fail, the ulterior disposition shall take effect upon the failure of the prior disposition, although the failure may not have occurred in the manner contemplated by the transferor. But, where the intention of the parties to the transaction is that the ulterior disposition shall take effect only in the event of the prior disposition failing in a particular manner, the ulterior disposition shall not take effect unless the prior disposition fails in that manner. Illustration

[(a)](https://indiankanoon.org/doc/992997/) A transfers Rs. 500 to B on condition that he shall execute a certain lease within three months after A’s death, and, if he should neglect to do so, to C. B dies in A’s life-time. The disposition in favour of C takes effect.

[(b)](https://indiankanoon.org/doc/208355/) A transfers property to his wife; but, in case she should die in his life-time, transfer to B that which he had transferred to her. A and his wife perish together, under circumstances which make it impossible to prove that she died before him. The disposition in favour of B does not takes effect.

**SECOND TRANSFER ON FAILURE OF FIRST**

This section contemplates a situation in which a second transfer takes effect on failure of prior valid transfer. It is provided that if two interests are created in the same transaction than upon the failure of the first interest the subsequent interest takes effect even though failure of the first was not in a manner intended by the transferor. However, the failure as contemplated in this section is failure of prior interest E.g. By death of the first transferee of a valid transfer not failure of the transfer which is void ab initio[[3]](#footnote-3). For example, A transfer rupees 5000 to B on condition that he shall execute a certain lease within three months, after A’s death and if he neglects to do so, to see. B dies in the life time of A. Here, since the prior interest (i.e. to be) is a valid transfer but it fails because B dies during the life time of A making it impossible for him to execute lease as required. The disposition in favour of C take place.

**EXCEPTIONS-**

Para 2 of this section lays down two exception to the rule given above. *FIRST,* where the prior interest is void, the second interest depend upon it also fails and cannot be carried out under this section. For intense, A transfer properties to B on condition that B commits murder of C, and there after to D. the prior transfer from A to B because of void condition, is bound to fail. The second transfer i.e. to D would also fail. *SECONDLY,* where the intention of the transferor is clear and specific that the second transfer would take effect if prior transfer fail in a particular manner, this second transfer cannot take place unless the prior transfer fails in that way. For intense, A transfer certain properties to his wife, but in case she should die in his life time, transfers the same properties to B. A and his wife die together in the same plane crash which make it impossible to prove that she die in A’s life time. The transfer in favour of B does not take effect because the prior interest did not fail as provided specially[[4]](#footnote-4).

**SECTION 28. ULTERIOR TRANSFER CONDITIONAL ON HAPPENING OR NOT HAPPENING OF SPECIFIED EVENT. —**

On a transfer of property an interest therein may be created to accrue to any person with the condition superadded that in case a specified uncertain event shall happen such interest shall pass to another person, or that in case a specified uncertain event shall not happen such interest shall pass to another person. In each case the dispositions are subject to the rules contained in sections 10, 12, 21, 22, 23, 24, 25 and 27.

**CONDITIONAL LIMITATION-**

A conditional limitation is a condition which divest an interest and vest its subsequently in another person. Ulterior disposition which take place upon the failure upon a prior transfer, are effected by conditional limitation. Section 28 provides that in a transfer of property, interest may be created in a favour of a person with a condition that if an uncertain event does not happen the interest shall pass on to another person. Thus, a conditional limitation is a condition of defeasance, which terminates the interest of a person and invests another person with it. For example, A transfer rupees 10,000 to B with a condition that B goes to England within three years and in case B does not do so the money is to go to C. here, the transfer of money [Rupees 10,000] to C is an ulterior transfer and it takes effect in case the prior transfer viz. from A to B fails. Therefore, if A goes to England within three years the money cannot go to C but if B does not go to England within three years it shall pass on to C. it may be noted that for prior transfer the condition is a condition subsequent whereas for the ulterior transfer it is a condition precedent.

Conditional limitations as contemplated under this section are, however, subject to the rules contained in sections 10, 12, 22, 23, 24, 25, and 27 of this Act. This is to say, the validity of conditional limitation depends on the above-mentioned sections. This ay be explained through following illustration.

In case of *SAROJINI V. RADHA KURUP*[[5]](#footnote-5) A donor gifted property in favour of her daughter. Stipulation in the gift deed was about delivering property to female children of donee. It was held that it did not come in the preview of section 28.

**SECTION 10-** A transfers his power to B without power of alienation and in case B dies childless, to C without power of alienation. In both the cases restriction is void under section 10.

**SECTION 12-** A transfer his house to B and upon B becoming insolvent to C. B became insolvent. But, the house does not vest C, it vest in the official receiver.

**SECTION 21**- A transfer property to B and in case B dies without any issue to C. C has a contingent interest which may become vested only upon B dying childless.

**SECTION 22**- A transfer property to B and after B’s death to such of the children of C as shall attain the age of 18 year. All children of C the time of B’s death have an interest which may vest in tham when they attain the age of 18 years.

**SECTION 23-** A transfer his field to B of life and thereafter to C if C goes to London. C does not go to London until a year of B’s death. The interest of C fails.

**SECTION 24-** A transfer his field to B and B’s death without children to the sons of C or the survivor of them. C has son who survive B take the field.

**SECTION 25-** A make a gift of his house to B on condition the B commits the murder of C with a proviso that on B’s death without issue, the field shall belong to D. the interest of B and D both fails.

**SECTION 29. FULFILMENT OF CONDITION SUBSEQUENT. —**

An ulterior disposition of the kind contemplated by the last preceding section cannot, take effect unless the condition is strictly fulfilled. Illustration A transfers Rs. 500 to B, to be paid to him on his attaining his majority or marrying, with a proviso that, if B dies as minor or marries without C’s consent, the Rs. 500 shall go to D. B marries when only 17 years of age, without C’s consent. The transfer to D takes effect.

**PERFORMANCE OF CONDITIONAL SUBSEQUENT**

As a general rule, Law disfavours divesting of interest. therefore, a condition subsequent which operates to devest an interest is to be performed strictly. According, a condition precedent is deemed to be fulfilled if it is substantially performed where as a condition subsequent must be performed strictly. This section provides that a condition subsequent upon fulfilment of which the second transfer is to take place, must be strictly fulfilled. Foer e.g. A transfer a garden to B with a condition that if B cuts down a particular tree, the garden shall belong to C. B has a vested interest in the garden. If B cut down several other trees around that specified trees, his interest is now divested. But as soon as he cuts down that particular tree, his interest in the garden is vested and it shall not belong to C. Since an already vested interest is devested or taken away by such condition, the wards of a condition subsequent must be clear and must also be fulfilled clearly. Where the ulterior transfer is dependent on two or more condition, all the condition are required to be fulfilled strictly.

Ignorance, illness or neglect cannot be taken as a plea for non-compliance of a condition subsequent. It cannot be pleaded by a person who take s under a deed that he was not aware for the condition laid down for ulterior transfer where non-compliance with condition subsequent was due to duress, it was held that there would be non-forfeiture and the interest would vest.[[6]](#footnote-6)

**ILLUSTRATION**

1. A make a gift to B with a proviso that if B marries without the consent of C, D and E the property shall go to X. Before the marriage of B, E dies. B marries without consent of c and D. property shall not go to X because the condition subsequent which divest the interest of B and vest it into X has not be performed strictly.
2. A property is transferred to A with a condition that if he marries without the consent of B the property shall belong to C. A marries with the consent of B. Afterwards, he became widower and marries another woman without the consent of B. transfer to C does not take effect because the condition once fulfilled is discharged.

**SECTION 30. PRIOR DISPOSITION NOT AFFECTED BY INVALIDITY OF ULTERIOR DISPOSITION. —**

If the ulterior disposition is not valid, the prior disposition is not affected by it. Illustration A transfers a farm to B for her life, and, if she does not desert her husband to C. B is entitled to the farm during her life as if no condition had been inserted.

**INVALID SUNSEQUENT DISPOSITION-**

In a transfer of property where two interest are created in such a manner that the second is dependent on first than, if the first or the prior interests fails the second automatically fails. But the vice versa is not true. This section provides that if the ulterior or the second disposition is invalid or fails, the prior transfer is not affected and stands valid. In other words, prior disposition is valid are to be made effective but the ulterior or subsequent dispositions if invalid are to be ignored. Under this section, the ulterior limitation may fail on any ground of invalidity, mentioned in the preceding section leaving the prior limitation unaffected.

**ILLUSTRARION**

1. A field is transferred to A for life with a proviso if he shall not walk 100 KM per hour on a particular date the field shall go to B. the transfer of field to a for life is valid and will remain with him. After A ‘s death field shall not go to B because it is super added with a void condition.
2. A gift is made to A with a condition that if within one year of the gift A does not set fire to B’s house the hose shall be given to C. B’s gift is absolute if no condition subsequent has been attached.

**SECTION 31. CONDITION THAT TRANSFER SHALL CEASE TO HAVE EFFECT IN CASE SPECIFIED UNCERTAIN EVENT HAPPENS OR DOES NOT HAPPEN. —**

Subject to the provisions of section 12, on a transfer of property an interest therein may be created with the condition superadded that it shall cease to exist in case a specified uncertain event shall happen, or in case a specified uncertain event shall not happen.

**ILLUSTRATION**

(a) A transfers a farm to B for his life, with a proviso that, in case B cuts down a certain wood, the transfer shall cease to have any effect. B cuts down the wood. He loses his life-interest in the farm.

(b) A transfers a farm to B, provided that, if B shall not go to England within three years after the date of the transfer, his interest in the farm shall cease. B does not go to England within the term prescribed. His interest in the farm ceases.

**CONDITION SUBSEQUENT**

This section deals with a condition subsequent which terminates an interest. After termination the interest reverts bake to the transferor. Difference between a condition subsequent under this section and a conditional limitation is that both are conditions subsequent and both terminate an interest but a condition subsequent (S. 31) the interest reverts back to the granter where as in a conditional limitation (section 28) the interest so terminated passes on to a third person.

The condition subsequent which operates to terminate the interest must be valid condition. If the condition is void, it does not terminate the interest. Thus, where the condition is that interest created in the transfer of property shall cease to exist upon transferee becoming insolvent, the condition is void and the interest of the transferee shall not be terminated. Further, since the condition under this section terminates an existing interest upon the happening or non-happening of an event, the event must be definite and specific.Where a lease-deed provided that the lease shall stand cancelled when lessee takes upon “any other business or manufacture of any other kind” without the written consent of the landlord, it was held that the condition was very vague and the transferee was not bound by it[[7]](#footnote-7).

**ILLUSTRATION**

1. A transfers a farm to B for his life, with a proviso that in case B cuts down a certain wood the transfer shall cease to have any effect. B cuts down the wood. The life-interest of B terminates and reverts back to A as soon as B cuts down the wood.
2. A who is under sentence of transportation for life and transfers his field to B with the proviso that in case A returns from Port Blair the interest the interest of B shall cease. A return from Port Blair. B’s interest in the field cease[[8]](#footnote-8).

**SECTION 32. SUCH CONDITION MUST NOT BE INVALID. —**

In order that a condition that an interest shall cease to exist may be valid, it is necessary that the event to which it relates be one which could legally constitute the condition of the creation of an interest.

**VOID CONDITION SUBSEQUENT**

As discussed in the preceding section, a condition subsequent may terminates the interest of the transferee. But, it is necessary that such condition must be valid. Where a condition subsequent providing for termination of interest is itself void, it shall not be effective and the interest is not to be cease. This section to be provide that a void condition subsequent does not divest the interest. The situation under which a condition precedent is rendered void under section 25 makes also a condition subsequent void under this section. For instance, where A transfers his field to B does not set fire to C’s haystack within a year his [B’s] interest shall cease, the condition being void shall not operate to divest the interest of B. Similarly, where A gives rupees 1000 to B on condition that if B does not desert her husband within a year her interest in the said money shall cease, the condition being void cannot operate divest B’s interest in the money. However, a condition subsequent requiring that transferee shall not become a Christian has been held a valid condition.[[9]](#footnote-9)

**SECTION 33. TRANSFER CONDITIONAL ON PERFORMANCE OF ACT, NO TIME BEING SPECIFIED FOR PERFORMANCE. -**

Where, on a transfer of property, an interest therein is created subject to a condition that the person taking it shall perform a certain act, but no time is specified for the performance of the act, the condition is broken when he renders impossible, permanently or for an indefinite period, the performance of the act.

**NO TIME FOR PERFORMANCE OF CONDITION SUBSEQUENT-**

A transfer of property in which interest created therein is dependent on a condition subsequent, performance or non-performance of that condition is important. Where some specific event or a particular time has been fixed for the performance of that condition, it must be performed within that time or upon happening of that very event. However, there might be cases in which a transfer is subject to a condition subsequent but no time has been fixed for performance of the same. This section provides that when no time for the performance of a condition subsequent has been fixed, it become broken not only when the performance of that condition becomes impossible but also when that person does something by which its performance is indefinitely postponed.

**ILLUSTRATIONS**

1. A gift is made to A on condition that unless he joins army the army the gift shall go to B. A joins Church and thereby renders it impossible that he may join army and fulfil the condition. B is entitled to get the property.
2. A bequest[will] is made to A with a proviso that it shall cease to have any effect if he does not marry B’s daughter. A marries a stranger and thereby indefinitely postpone the fulfilment of the condition. The bequest ceases to have effect. [[10]](#footnote-10)

**SECTION 34. TRANSFER CONDITIONAL ON PERFORMANCE OF ACT, TIME BEING SPECIFIED. —**

Where an act is to be performed by a person either as a condition to be fulfilled before an interest created on a transfer of property is enjoyed by him, or as a condition on the non-fulfilment of which the interest is to pass from him to another person, and a time is specified for the performance of the act, if such performance within the specified time is prevented by the fraud of a person who would be directly benefited by non-fulfilment of the condition, such further time shall as against him be allowed for performing the act as shall be requisite to make up for the delay caused by such fraud. But if no time is specified for the performance of the act, then, if its performance is by the fraud of a person interested in the non-fulfilment of the condition rendered impossible or indefinitely postponed, the condition shall as against him be deemed to have been fulfilled.

**TIME SPECIFIED FOR PERFORMANCE OF CONDITION**

This section is applicable to condition precedent as well as condition subsequent. Where a time as been specified for the performance of a condition, the condition must be fulfilled within that time. Section 34 provide that if a condition is to be performed within a given time and the performance by fraud, the time for its performance becomes extended. In other words, where time is relevant for fulfilment of a condition but some delay, then the delay so caused is exempted and the condition is deemed to have been fulfilled within time. This provision prevents to take advantage of his own fraud.

Where no time is specified for the performance of the condition but a person interested in its non-performance makes the performance impossible by his fraudulent act then too the condition is deemed to have been fulfilled. For example, a property is transferred to A with a condition that if A does not live at a holy place for three months from the date of transfer he shall be divested of his interest in the property. Some of A’s relatives by fraudulent means confined A at a particular place so that A may not live at the said holy place. A, therefore, could not fulfil the condition. It was held that since non-performance of condition by A was caused by A’s relatives in anticipation that in A’s absence property shall go to them under section 34, the condition is deemed to have been discharged.[[11]](#footnote-11)

**DIFFERENCE BETWEEN CONDITION PRECEDENT AND CONDITION SUBSEQUENT**

|  |  |  |
| --- | --- | --- |
| **BASIS** | **CONDITIONAL PRECEDENT** | **CONDITIONAL SUBSEQUENT** |
| Meaning | A condition precedent is one which must happen before the estate can commence. | A condition subsequent is one by the happening of which an existing estate will be defeated. |
| Vesting | Vesting of estate is postponed till the condition is performed. | Vesting is immediately completed and not postponed |
| Divestment | Once the interest is vested it can never be divested on the ground of non-fulfilment of the condition. | Though the interest is vested it is liable to be divested on the ground of no fulfilment of condition |
| Rights affected | Acquisition of an estate is affected in the condition precedent. | Retention of the estate is affected in the condition subsequent. |
| Validity | In condition precedent the condition must be valid in the eyes of law. | In condition subsequent the condition’s invalidity will be ignored. |
| Example | A transfers Rs. 5,000 to B on condition that he shall marry with the consent of C, D and E. But E dies and B marries with the consent of C and D. B is deemed to have fulfilled the condition. This condition is called a condition precedent. | A transfer his house property to B with condition that if he let it out on rent, the transfer shall cease to have any effect. B let out property on rent. He loses his interest in property. |

1. AIR 1922 Cal. 116 [↑](#footnote-ref-1)
2. (1874) 1 1A 387 [↑](#footnote-ref-2)
3. ISMAIL HAJI ARAT V. UMAR ABDULLA, (1942) Bom. 155 [↑](#footnote-ref-3)
4. UNDERWOOD V. WING, (1885) 4 De. GMG 633 [↑](#footnote-ref-4)
5. AIR 2017 NOC 547 ker. [↑](#footnote-ref-5)
6. TINCOURI V. KRISHNA, (1893) 20 cal. 15 [↑](#footnote-ref-6)
7. KRISHNA CHANDRE V. NATIONALM CHEMICAL AND SALT WORK, AIR 1957 0RISSA 35 [↑](#footnote-ref-7)
8. VENKATARAMA V. AIYASANI, AIR 1923 MAD. 67 [↑](#footnote-ref-8)
9. HODGSON V. HALFORD, (1879) 11 CH. D 59 [↑](#footnote-ref-9)
10. ILLUSTRATION (II) TO SECTION 136 OF INDIAN SUCCESSION ACT 1925 [↑](#footnote-ref-10)
11. TIN COWRI DASSEE V. KRISHNA (1893) 20 CAL. 15 [↑](#footnote-ref-11)