

(1878) 06 AHC CK 0001

Allahabad High Court

Case No: None

Kanhaiya Lal

APPELLANT

Vs

Domingo and Another

RESPONDENT

Date of Decision: June 28, 1878

Citation: (1875) ILR (All) 732

Hon'ble Judges: Turner, O.C.J.; Pearson, J

Bench: Division Bench

Final Decision: Allowed

Judgement

1. The promissory note is not made payable to any other person than the payee. It is not made payable to "order," nor to "bearer." It is therefore not a negotiable instrument." Nevertheless by the law of India a chose in action is assignable. Courts of Equity allow an assignee of a chose in action to sue in his own name, and inasmuch as our Courts are Courts of Equity as well as of Law, in our judgment an assignee of a chose in action is entitled to sue in his own name. It is, however, requisite for the Courts to bear in mind that whatever defences might be set up against the assignor may also be set up against the assignee, or at least such defences as might have been set up, up to the time when notice of the assignment was given to the defendant. The Judge of the Small Cause Court may be informed accordingly.