

(1868) 04 CAL CK 0004

Calcutta High Court

Case No: None

Dhanraj

APPELLANT

Vs

Gobindaram

RESPONDENT

Date of Decision: April 22, 1868

Judgement

Sir Barnes Peacock, Kt., C.J.,

1. In this case, the money was paid by the plaintiff in Calcutta for the (sic) and at the request of the defendant, and the liability arose from the implied contract between the parties that the money was to be repaid. The bills were made payable in Calcutta, and were presented there, and I am of opinion that the whole cause of action arose in Calcutta.

Norman, J.

2. There is here no express promise to indemnify. The defendant draws bills on the plaintiff, and makes them payable in Calcutta; they are then negotiated, and in the ordinary course of business pass through various hands, and are presented in Calcutta. On these bills an implied contract arises, the plaintiff by accepting, promising to pay the bills fifty-one days after date, and the defendant undertaking to indemnify the plaintiff, if he has not sufficient funds in his hands to meet them when they become due. This is a sufficient indemnifying. This case does not exactly resemble any other case as where bills are sent down to Calcutta to be accepted by the agent of the drawer because here they have passed through the hands of third parties, nor as where there has been an interview between the plaintiff and the servant or agent of the defendant, and where an express contract has been come to. This, however, makes no difference. The bills were made payable and presented in Calcutta, and therefore I think the whole cause of action arose in Calcutta.

Markby, J.

Concurred.