

THE LAW OF
PAKKI & KATCHI ADAT
AND
TEJI-MANDI CONTRACTS

An invaluable treatise containing lucid and exhaustive exposition of highly complicated branches of customary commercial law relating to the Pakki and Katchi Adat systems and the nature of the relationship between Pakka and Katcha Adatyas and their mutual rights and liabilities. Also explaining thoroughly in simple and easy style the nature and *modus operandi* of Teji-Mandi transactions now dealt in not only in Bombay but in all the markets of India. The whole case law accurately dealt with. The only book on the subjects, indispensable alike to the student, merchant and busy practitioner.

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THE LAW OF
PAKKI & KATCHI ADAT
AND
TEJI-MANDI CONTRACTS

BY

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and Inami Lands in Bombay City, Sanadi Lands, etc.*

WITH FOREWORD TO THE FIRST EDITION

BY

THE RIGHT HON'BLE THE LATE
SIR DINSHAW F. MULLA, KT., P.C., C.I.E.

AND

WITH FOREWORD TO THE SECOND EDITION

BY

THE HON'BLE MR. JUSTICE N. P. ENGINEER.

SECOND EDITION.

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TO
MY REVERED AND LATE LAMENTED FATHER
Mr. RATANLAL M. MODY,
SOLICITOR
I HUMBLY DEDICATE
THIS BOOK
IN
FILIAL PIETY
AND
WITH ALL REVERENCE
TO
COMMEMORATE HIS MEMORY.

FOREWORD TO THE SECOND EDITION.

I am asked by Mr. Ramniklal R. Mody, B.A., L.L.B., Solicitor to write a foreword to the Second Edition of his book on the Law of Pakki & Katchi Adat Systems and Teji-Mandi Transactions, and I accede to his request with pleasure. Some of the chapters in the first edition have been recast and amplified, and some new topics have also been introduced among the latter being a chapter on the question of limitation in relation to Pakki Adat and chapters on London Stock Exchange Transactions and Teji-Mandi contracts in relation to the Bombay Cotton Contracts Act. The subject dealt with by Mr. Mody is a small but interesting branch of law. No pains have been spared in finding out and dealing analytically with all the decisions on the subject. The length of the book is in some measure due to the fact that important extracts from judgments are given verbatim in the book ; this itself is an advantage to the practitioner rendering in many cases a recourse to the decisions themselves unnecessary. The subjects have been dealt with in relation to all their incidents and from every point of view. At the end of every book there is a clear and concise summary of the principles established by the various decisions. I am sure the book will be found useful by practitioners, and I wish the author success in the publication.

N. P. ENGINEER.

14th July, 1937.

FOREWORD TO THE FIRST EDITION.

IT is with pleasure that I have acceded to Mr. R. R. Mody's request to write a foreword. This compilation consists of a series of articles on the law relating to Pucca Adtyas, Kachha Adtyas and Teji-Mandi transactions. The articles appeared in the Bombay Law Journal at different periods, and they were much appreciated by practitioners in Bombay.

To a practitioner in the High Court of Bombay a thorough knowledge of the various usages of trade prevailing in the local market is absolutely essential. Mr. Mody has discussed the above subjects in the light of these usages with great lucidity and he has collected all the cases bearing on them. The points of distinction between a Pucca and a Kachha Adtya are set out on p. 66 (now 164-167). They show at a glance the essential elements of Pucci Adat and Kachhi Adat. The compilation is an accurate and exhaustive statement of the law on the subject, and I have no doubt it will prove very useful to the practitioners.

D. F. MULLA.

BOMBAY :

November 29, 1930.

PREFACE TO THE SECOND EDITION.

The manner in which the first edition of this book has been received indicates that it is found useful not only by the profession, but by the public and that it has served its purpose. After its publication there have been numerous decisions especially on the subjects of Pakki Adat and Teji-Mandi transactions. There has been only one new case on Katchi Adat treated in the second book which does not appear in the law reports. It is a feature of this edition that the practice, prevailing on the London Stock Exchange on the analogous Put, Call and Put and Call transactions corresponding with Mandi, Teji and Teji-Mandi transactions, has been explained and incorporated. This will go a great way to explain the real nature and characteristics of the Teji, Mandi and Teji-Mandi transactions largely prevalent in India. Certain other problems arising in connection with these transactions have been dealt with here, but these have not formed the subject matter of decided cases.

The references in the footnotes given in the book are merely references to the main series of law reports such as the Government series and the Bombay Law Reporter, but the references to the same cases in the other important series have also been given in the table of cases. This will enable the reader to find out with ease any case in any series in which it is reported. To facilitate reference a subject index has also been given. This edition has been brought upto date by incorporating the decisions to the end of June 1937. The subjects have been exhaustively treated, and the whole book practically recast and rewritten and it is hoped that the book will be found useful not only by the profession but also by the public at large. Every care has been taken to avoid mistakes, but if any discrepancies or errors have crept in, it is hoped they will be generously over-looked. The author begs to acknowledge his obligations to Mr. N. A. Mody advocate for going through the manuscript and making invaluable suggestions. The author also begs to acknowledge his deep obligations to various other gentlemen who have made suggestions to him and who have assisted him in the preparation of this work.

R. R. M.

Zaveri House, Hughes Road,
Bombay, No. 7.
16th, July 1937.

PREFACE TO THE FIRST EDITION.

The contents of this little book first appeared in the shape of articles in several issues of the Bombay Law Journal. The same have now been reprinted with the kind permission of the learned editors of the said journal.

The Law of Katchi and Pakki Adat first came up for decision before the late Mr. Justice Chandavarkar, whose judgments in the cases of *Fakirchand Lalchand v. Doolub Govindji*, (1905) 7 Bombay Law Reporter 213, (a case of Katchi Adat), and in *Kanji Deoji v. Bhagwandas Narottamdas* (1905) 7 Bombay Law Reporter 57 (a case of Pakki Adat), are the starting points of the law on these two subjects.

The whole law of Katchi and Pakki Adat is the outcome of custom and the case-law has not been discussed in any other book, though it is practically well settled and prevails mainly in the City of Bombay and exclusively in this Presidency. The subjects are of practical and every day importance and it is hoped this little book will be found useful. All cases bearing on the two systems of transactions have been cited and fully discussed.

The law of Teji-Mandi contracts, though extremely important, has also not been discussed in any other book. An attempt has been made to explain the nature, characteristics and incidents of Teji-Mandi transactions, as they do not seem to have been fully explained in the several decisions bearing on the subject. x x It was until very recently believed, because of the complicated nature of the transactions that transactions in Teji-Mandi were wagers pure and simple. As a matter of fact, the former view which prevailed mainly owing to a series of decisions of Beaman J has now been definitely held to be erroneous, and it has now been held by the Appeal Court here, and approved by the Judicial Committee of the Privy Council that Teji-Mandi contracts are not only not pure and simple wagers, but further that they must be presumed to be genuine and real like the ordinary forward contracts of sale and purchase of commodities, unless and until the contrary is proved.

x

x

x

x

R. R. M.

BOMBAY,
December 4th, 1930.

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