

APPELLATE CIVIL

Before Mr. Justice Gajendragadkar.

MHALU SHIDAPPA DHEMBARE (ORIGINAL DEFENDANT NO. 1), APPELLANT *v.* SHANKAR DADU KHOT, AND OTHERS (ORIGINAL PLAINTIFF AND DEFENDANTS NOS. 2 TO 4), RESPONDENTS.*

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Oct. 8

Hindu law—Gift by widow in favour of a stranger—Next reversioner giving consent after the gift is made—Whether gift amounts to a valid surrender.

A Hindu widow made a gift of the whole of her deceased husband's estate to a stranger. After some months the then next reversioner gave consent to the transaction on receiving consideration for the same. The widow then adopted a son who challenged the gift,

Held, that the gift could not be upheld as a valid surrender.

The consent of the next reversioner to an alienation made by a Hindu widow does not by itself make the transaction valid; it merely raises a presumption that it is valid and such presumption can be rebutted by the actual reversioner by proving that the transaction was not justified.

The destruction of her life-estate by a widow is the first essential of a surrender; the conveyance of the property to the next reversioner is only its inevitable consequence. The doctrine of surrender postulates the widow's voluntary effacement; it amounts to her civil death and the natural consequence is that the property looks for its next heir.

The distinction between a surrender (and consequent devolution of property) and an alienation is real and substantial. Where it is an alienation or transfer of property so called, consent of reversioners is relevant and may raise a presumption about the validity of the transfer. Where the transfer results from a surrender, it only follows the surrender and cannot be validated by subsequent consent because in such a case there is no surrender at all.

Rangasami Gounden v. Nachiappa Gounden,⁽¹⁾ and *Natvarlal Punjabi v. Dadubhai Manubhai*,⁽²⁾ relied upon.

Vaidyanatha Sastri v. Savithri Ammal,⁽³⁾ *Debi Prasad Chowdhury v. Golap Bhagat*,⁽⁴⁾ *Behari Lal v. Madho Lal*,⁽⁵⁾ *Nobokishore Sarma Roy v. Hari Nath Sarma Roy*,⁽⁶⁾ *Vinayak Vithal Bhange v. Govind*,⁽⁷⁾ and *Tukaram v. Yesu*,⁽⁸⁾ referred to.

Yeshwanta v. Antu,⁽⁹⁾ and *Pandurang v. Ishwar*,⁽¹⁰⁾ distinguished.

*Second Appeal No. 681 of 1949.

⁽¹⁾ (1918) L. R. 46 I. A. 72.

⁽²⁾ (1949) 51 Bom. L. R. 803, F. B.

⁽³⁾ (1917) 41 Mad. 75.

⁽⁴⁾ (1913) 40 Cal. 721.

⁽⁵⁾ (1891) L. R. 19 I. A. 30.

⁽⁶⁾ (1884) 10 Cal. 1102.

⁽⁷⁾ (1900) 25 Bom. 129.

⁽⁸⁾ (1930) 32 Bom. L. R. 1463.

⁽⁹⁾ (1934) 36 Bom. L. R. 671.

⁽¹⁰⁾ (1938) 40 Bom. L. R. 1270.

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Second Appeal against the decision of V. R. Phadke, Joint District Judge, Sangli, confirming the decision of G. N. Khadilkar, Sub Judge at Kavathe Mahankal.

The properties in suit originally belonged to one Dada who died leaving behind him his widow Nani and a daughter Sarja. After Dada's death Nani succeeded to his estate as a limited owner. Sarja had a son Shankar and a daughter Jai. Jai had been married to Mahadu. On February 17, 1930, Nani executed a deed of gift in favour of Mahadu in respect of all the properties left by Dada and delivered possession to him. On May 21, 1930, Sarja executed a deed of consent in favour of Mahadu on receiving Rs. 100 as consideration. On July 19, 1941, Nani took in adoption Shankar (the plaintiff). On September 4, 1943, Shankar filed the present suit against Mahadu challenging the validity of the gift and claiming to recover possession of the properties conveyed thereunder.

The defence to the suit, *inter alia*, was that the gift made by Nani and the deed of consent executed by Sarja together constituted a valid surrender of her estate by Nani and that the plaintiff was not entitled to challenge the gift.

The trial Court held that the deed of gift in favour of the defendant and the consent of the next reversioner which was subsequently obtained did not amount to a valid surrender in law and that the plaintiff was entitled to challenge the gift.

On appeal, the Joint District Judge, Sangli confirmed the decision of the trial Court.

Defendant No. 1 appealed to the High Court.

B. N. Gokhale, for the appellant.

K. B. Sukthankar for D. R. Manerikar, for respondent No. 1.

V. M. Limaye, for respondents Nos. 2 to 4.

Gajendragadkar J. The question which arises for decision in this appeal is whether the deed of gift executed by the adoptive mother of the plaintiff binds him. The properties covered by the deed of gift are five pieces of land situated at Chabuks-warwadi in the District of Sangli. These properties originally belonged to Dada. At his death Dada had left behind him his widow Nani and his daughter Sarja. Sarja has two children, a son Shankar and a daughter Jai. Jai has been married to Mahadu. After Dada's death Nani succeeded to the estate of

Dada as a limited owner. On February 17, 1930, Nani executed a deed of gift in favour of Mahadu. It is common ground that the deed of gift covers all the properties left by Dada. On May 2, 1930, Sarja executed a deed of consent in favour of Mahadu on receiving Rs. 100 as consideration. Possession of the properties was delivered to Mahadu after the deed of gift was executed in his favour and since then Mahadu has been in possession of these properties. On July 19, 1941, Sarja's son Shankar has been adopted by Nani and he has filed the present suit as the adopted son of Dada on September 4, 1943, challenging the validity of the deed of gift and claiming to recover possession of the properties conveyed thereunder from Mahadu. Mahadu's plea was that the deed of gift executed by Nani and the deed of consent executed by Sarja should be considered together and it should be held that Nani surrendered her estate in favour of the next reversioner Sarja and Sarja conveyed it to him. The Courts below have rejected this plea and have decreed the plaintiff's suit. It is this decree which Mahadu seeks to challenge in the present second appeal before me. On behalf of the appellant Mr. Gokhale has contended that the two documents should be treated as constituting one composite transaction consisting of a surrender by Nani in favour of Sarja and a transfer by Sarja of her absolute interest in the property to Mahadu. It is, therefore, necessary to consider the principles of Hindu law underlying the doctrine of surrender.

The Hindu widow's power over the estate of her husband to which she has succeeded after his death has been discussed in numerous cases, and the principles which govern the exercise of the said power are now well settled. The widow's estate is in a sense special to Hindu law. It is not possible to describe it adequately by any terms known to English law. In such property the widow has a life estate in the sense that after her death the property goes by succession to the next reversioner. Her power over such property is limited in the sense that she cannot dispose of the property at her pleasure. Even so, she represents the estate fully and she can sue and be sued in respect of the property during her lifetime. Her power to deal with the property can be exercised in two different ways. She can alienate the property for legal necessity, in which case the alienation binds the reversioners. The alienation by a Hindu widow binds the reversioners even in the absence of legal necessity if the alienee can show that he made *bona fide* inquiry

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and entered into the transaction in the belief that the transaction was justified by legal necessity. There is another class of alienations which bind the reversioners, though there may be no legal necessity or no inquiry on the part of the alienee; and that is where it is shown that the alienation was made with the consent of the next body of reversioners. This doctrine that the alienation made by a Hindu widow with the consent of the next reversioners is valid has been accepted without reservation by the Calcutta High Court for many years. The tenor of the Calcutta judgments supports the view that consent of the next reversioners operates *proprio vigore*. In other words, the theory appears to be that between the widow who holds a limited estate and the next reversioners who are entitled to succeed to the estate after the widow's death, the whole of the estate is represented and if the two join in making the conveyance, the whole right, title and interest in respect of the estate is validly transferred. This view has not been accepted in its entirety by the Bombay High Court. The Bombay High Court has no doubt upheld the validity of such transfers; but this result has been achieved on the ground that the consent of the reversioners raises a presumption that the alienation must be a fair and proper one. In dealing with the Calcutta view Sir Lawrence Jenkins observed in *Vinayak v. Govind*,⁽¹⁾ that (p. 133):

"the High Court of Calcutta on the whole appears to favour the view that the consent derives its effect from the power supposed to reside in a widow of accelerating, by the surrender of her own interest, the interests of the reversioners. It is impossible not to feel some difficulty as to this doctrine."

Mr. Justice Ranade, who concurred with this view, has added that in Bombay the assent of the next reversioners to an alienation made by a Hindu widow has been taken to evidence the propriety and fairness of the transaction. It is unnecessary to refer to the development of the case law on this subject, because since the decision of the Privy Council in *Rangasami Gounden v. Nachiappa Gounden*,⁽²⁾ it must now be taken to be settled that the consent of the next reversioners does not make the alienation valid by itself; but it may afford a presumptive proof that the transaction was a proper one. If the reversioners who would ordinarily be expected to challenge an improper alienation by the Hindu widow themselves consent

⁽¹⁾ (1900) 25 Bom. 129.

⁽²⁾ (1918) L. R. 46 I. A. 72.

to it, such consent which is against their own interests may legitimately lead to the inference that the transaction is justified and proper. It is true that such consent can be given subsequent to the transaction; but the value of such consent would naturally be not as great as that of the consent given at the time of the transaction itself. Similarly, consent may be given for consideration; but, again, the value of such consent would not be very great. It is, however, now clear that the consent of the next reversioners by itself does not make the transaction valid and it merely raises a presumption that it may be valid. Therefore, it would be open to the actual reversioner to lead evidence in rebuttal of the presumption arising from such consent and to show that the transaction was not proper and does not bind him. It would thus be noticed that the distinction between the two views is not merely academic; whereas, under the Calcutta view an alienation effected by a Hindu widow with the consent of the next reversioners would be treated as valid and the validity of such a transfer would ordinarily not be open to challenge by the actual reversioner, on the view that such consent merely raises a presumption, the presumption can be rebutted and the actual reversioner can, in conceivable cases, successfully prove that the transaction was not proper and justified. This is one way in which a Hindu widow can exercise her power of disposal with regard to the estate to which she has succeeded as a widow.

The other power which she has to deal with her estate is to relinquish the estate in favour of the next body of reversioners. This question also has been discussed by Courts on several occasions and before the principles were settled by the Privy Council in *Rangasami Gounden v. Nachiappa Gounden*,⁽¹⁾ there was considerable disparity in the views expressed by the different High Courts, and though in some cases similar conclusions were reached, the approach was not always uniform and emphasis shifted from one point to the other on many occasions. It is open to doubt whether the whole doctrine of surrender which has now been evolved by judicial decisions has any basis in the Hindu texts themselves. The doctrine of surrender has really been evolved by Courts on general principles of law and jurisprudence. It is now settled that the widow can

⁽¹⁾ (1918) L. R. 46 I. A. 72.

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efface herself completely and thereby let the estate devolve upon the next reversioners by succession. This naturally means that she must efface herself in regard to the whole of her estate and she must allow the whole of her estate to devolve upon the whole body of the next reversioners. Mr. Justice Kumaraswami Sastriyar is of the opinion that (p. 99):

“An anticipation of interest involved by the theory of relinquishment or the defeasance of an ulterior interest by the intermediate acts on the part of the widow are hardly contemplated by Hindu law-givers. It is clear that the surrender by the widow and the acceptance of the estate by the reversioner are purely matters of contract.” (*Vaidyanatha Sastri v. Savithri Ammal*⁽¹⁾).

On the other hand, Mr. Justice Mookerjee has expressed the opinion that the theory of relinquishment is foreshadowed in the Dayabhaga,

“Where Jimutavahana lays down that the persons who would be the next heirs on failure of prior claimants, succeed to the residue of the estate remaining after her use of it, upon the demise of the widow in whom the succession had vested, in the same manner as they would have succeeded if the widow's right had never taken effect.” (*Debi Prosad Chowdhury v. Golab Bhagat*...⁽²⁾)

In the opinion of Mr. Justice Mookerjee (p. 772):

“The words used by Jimutavahana

जाताधिकारायाः पत्न्या अधिकार प्रवृत्तसेडपि भोगावशिष्टं धनं गृण्हीयुः

(“if her right ceases or never takes effect”) are comprehensive enough to include, not merely the case of the death of the widow, but all cases where her right ceases.”

With very great respect, it seems to me that Mr. Justice Mookerjee read more in the words of Jimutavahana than was probably intended by the author himself. As I have already mentioned, in Bengal there has been a concensus of judicial opinion in favour of recognizing surrender by the Hindu widow and treating alienations made by her with the consent of the next reversioners as valid.

But in dealing with alienations made by the widow it is necessary to remember the distinction between the two modes in which the transfer is ultimately effected. Considerations

⁽¹⁾ (1917) 41 Mad. 75 at 99.

⁽²⁾ (1913) 40 Cal. 721, 772, F. B.

which may be perfectly valid in dealing with the alienation properly so called may not be equally effective when we are dealing with alienations resulting from surrender. The power of alienation must be distinguished from the power of surrender. Otherwise confusion is likely to result in dealing with the validity of the transfers made by the Hindu widow. In *Behari Lal v. Mahadeo Lal Ahir Gyawal*,⁽¹⁾ the power of renunciation has been thus described by Lord Morris (p. 32):

"...it may be accepted that, according to Hindu law, the widow can accelerate the estate of the heir by conveying absolutely and destroying her life estate."

Substantially the same view has been expressed by Lord Dunedin in *Rangasami Gounden v. Nachiappa Gounden*,⁽²⁾ where it has been observed³ that (p. 84):

"An alienation by a widow of her deceased husband's estate held by her may be validated if it can be shown to be a surrender of her whole interest in the whole estate in favour of the nearest reversioner or reversioners at the time of the alienation. In such circumstances the question of necessity does not fall to be considered. But the surrender must be a *bona fide* surrender, not a device to divide the estate with the reversioner."⁴

With very great respect, it may be added that the destruction of her life estate is the first and the essential act of surrender; the conveyance of the property to the next reversioner is its inevitable consequence. In other words, the doctrine of surrender as it has now been evolved by our Courts postulates her voluntary effacement by the widow. It amounts to her civil death, and naturally the consequence of such civil death is that the property seeks for its next heir. This aspect of the matter has been emphasized by a decision of a Full Bench of this Court in *Natvarlal Punjabhai v. Dadubhai*⁽³⁾ where the learned Chief Justice has pointed out that the basic principle of surrender is the destruction by the widow by her voluntary act of her life interest in her husband's estate. The act of transfer or the act of conveyance is a subsidiary thing to which the same importance cannot be attached as the destruction of the life estate.

Now, if the question raised before me is considered in the light of these principles, it is difficult to accept the appellant's

⁽¹⁾ (1891) L. R. 19 I. A. 30.

⁽²⁾ (1918) L. R. 46 I. A. 72.

⁽³⁾ (1949) 51 Bom. L. R. 803.

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contention that the two transactions should be taken together and treated as surrender by Nani coupled with a transfer of her interest by Sarja. At the time when the gift deed was executed it purported to be a gift by Nani alone. It is not an alienation for consideration, and the subsequent consent of Sarja which would have assisted the alienée if the alienation had been for consideration is of no avail in the present case. As I have already indicated even in regard to alienations for consideration subsequent consent of the reversioners, particularly when it is given for consideration, may not raise a strong presumption in favour of the property or the validity of the transaction itself. But the part which such consent plays in regard to alienations for consideration cannot be assigned to such consent when we are dealing with a gift; because in the case of a gift there can be no legal necessity and the consent of the next reversioner cannot possibly validate it as a gift. It is in such cases that the doctrine of surrender is sought to be pressed into service by the alienee, and in applying the doctrine to such cases care must, therefore, be taken to bear in mind the theoretical basis, and the essential features, of surrender itself. As I will presently point out, Courts have upheld gifts made by a Hindu widow if the said gifts are made with the consent of the next reversioners. It has been held in such cases that the consent of the next reversioner accompanying the gift by the Hindu widow can be considered as a composite transaction consisting of the surrender by the widow of the whole of her estate to the next reversioner or reversioners, as the case may be, and transfer of the said estate by the next reversioner or reversioners to the stranger. This itself is in a sense an extension of the doctrine of surrender, because in effect the widow is allowed to make a gift to a stranger. In my opinion, it would be impossible to apply this theory to the gift in the present case, because consent to this gift was given not at the time of the gift itself, but nearly three months thereafter. Even the document of consent does not show that Sarja ratified the transaction of gift as such. The document shows that Sarja agreed not to object to the transaction for a payment of Rs. 100. In other words, if this document is literally construed, it can be taken as a transfer by Sarja of her right, title and interest in the property on May 21, 1930. Clearly, Sarja's rights on this date were no better than *spes successionis*, and as the document is worded, it expressly bears no relation to the earlier deed of gift, it does not purport to be a part of the same transaction and so the

argument that the two transactions should be read together as constituting one composite transaction cannot really be sustained on the recitals of the subsequent deed itself. But, apart from that, even if this latter document is treated as the ratification by Sarja of the earlier gift made by Nani, I do not see how it can make the gift valid so as to bind the adopted son. Even by fiction it is impossible to hold that Nani had surrendered her estate in favour of Sarja on February 17, 1930. She had purported to transfer her interest gratuitously to the donee and Sarja purported to ratify the said transfer. It is not a case of surrender by Nani followed by a transfer by Sarja; but it is a case of a transfer by Nani ratified by Sarja subsequently. In such a case there is no room for applying the fiction of a surrender followed by a transfer. Therefore, in my opinion, the appellant's contention that the gift to Mahadu is valid cannot be accepted. It may be convenient at this stage to refer to some of the decisions on which reliance has been placed by the appellant in support of his case.

The first decision is the well known judgment of the Calcutta High Court in *Nobokishore Sarma Roy v. Hari Nath Sarma Roy*⁽¹⁾. The observations of Chief Justice Garth have been cited so frequently in discussing this topic that they have now become almost a classic. Says the learned Chief Justice (p. 1108):

"But if it is once established, as a matter of law, that a widow may relinquish her estate in favour of her husband's heir for the time being, it seems impossible to prevent any alienation, which the widow and the next heir may thus agree to make. And it seems equally impossible to deny, that for a long series of years this Court has treated and considered such alienation as lawful."

It is, however, interesting to notice that the learned Chief Justice himself and, particularly, Mr. Justice Pigot felt considerable doubt as to the correctness of this principle. They were, however, swayed by the consideration that this principle had been accepted by the Calcutta High Court for many years past and they adopted the principle more on the ground of *stare decisis*. Mr. Justice Mitter, however, did not apparently share this doubt, because he observed (p. 1110):

"But, if the widow is competent to relinquish her estate to the next male heir of her husband, it follows, as a logical consequence, that she can alienate it merely with his consent without any legal necessity."

⁽¹⁾ (1884) 10 Cal. 1102.

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With respect, this view overlooks the fact that the rights of the reversioner who gives consent at the time of the alienation are no better than *spes successionis*, and the assumption that the widow and the consenting reversioners represent the whole of the estate is not legally sound. However, the Calcutta High Court has consistently followed this view. But, no decision has been cited before me in which a deed of gift by a Hindu widow was held valid on the ground that it had been subsequently ratified by the consent of the next reversioner. As a matter of fact, in *Nobokishore's* case the alienation was justified by legal necessity and the observations as to surrender are obiter.

Mr. Gokhale has then relied upon a decision of this Court in *Yeshvanta v. Antu*⁽¹⁾. In this case, a deed of gift had been passed to Antu by the Hindu widow Jija, who held the estate, and her surviving daughter Ganga, who was the next reversioner. When the gift was challenged by the subsequently adopted son of Jija, it was held by this Court that the gift can be regarded as a composite transaction, surrender by the widow plus alienation by the person who became full owner by reason of the surrender, and as such the gift was binding on the adopted son. I must add that a contrary view had been taken by Mr. Justice Patkar in *Tukaram v. Yesu*⁽²⁾ but that view was not approved by Broomfield and Wadia JJ. who decided this case. Mr. Justice Broomfield considered the judgment of the Calcutta High Court in *Nobokishore's* case, the observations of Chief Justice Jenkins in *Debi Prosad Chowdhury v. Golap Bhagat*,⁽³⁾ and particularly the decision of the Privy Council in *Rangasami Gounden v. Nachiappa Gounden*,⁽⁴⁾ and he came to the conclusion that the observations of Chief Justice Garth in *Nobokishore's* case had received the approval of Chief Justice Jenkins and the Privy Council. Therefore, so far as this Court is concerned, it must be taken to be settled that if a Hindu widow and the next reversioner jointly execute a deed of gift in favour of a stranger, the gift is valid as a composite transaction. This view, however, would not assist the appellant because it is impossible to treat the two transactions to which I have already referred as constituting a composite transaction.

Mr. Gokhale has also invited my attention to the judgment of Mr. Justice N. J. Wadia in *Pandurang v. Ishwar*,⁽⁵⁾ The principal

⁽¹⁾ (1934) 36 Bom. L. R. 671. ⁽²⁾ (1930) 32 Bom. L. R. 1463.

⁽³⁾ (1913) 40 Cal. 721.

⁽⁴⁾ 1918) L. R. 46 I. A. 72.

⁽⁵⁾ (1938) 40 Bom. L. R. 1270.

point which arose for decision in this case was whether the consent given by the next reversioner had to be evidenced by a registered document, and Mr. Justice N. J. Wadia held that it was not necessary that the consent should be expressed in a registered document. The facts were very similar to the facts in *Yeshwanta v. Antu*. A Hindu widow had executed a deed of gift of all her husband's property in favour of the defendant. Her daughter had orally consented to the deed of gift at the time when the gift was made; some days later, she also executed a deed of consent in which she expressly stated that her mother had passed the deed of gift with her approval and consent. It is thus clear that so far as the question of surrender is concerned, the deed of gift could well be treated as having been jointly made by the Hindu widow and her surviving reversioner and so the principle laid down in *Yeshwanta's* case was naturally applied. This case again does not assist Mr. Gokhale, because it is not his case that Sarja had consented to the deed of gift at the time when the deed was executed by Nani. The subsequent document executed by her does not allege that she had consented earlier and in fact it purports to be a transfer by Sarja on her own account.

Mr. Gokhale, however, contends that there is no reason why the subsequent consent should not have the effect of ratifying the prior gift. He relies upon the fact that in the case of an alienation made by a Hindu widow for consideration, even a subsequent consent by the next reversioners raises a presumption that the alienation was proper, and his case is that on principle subsequent consent should have the same result in the present case. I do not think that this contention is well founded. As I have already indicated, the distinction between surrender and consequent devolution of property, and alienations, is real and substantial and this distinction must be borne in mind when the validity of the widow's transactions is being considered. If it is a transfer properly so-called, consent of the reversioners is relevant and may raise a presumption about the property or the validity of the transfer. If the transfer results from surrender it must follow the surrender and it cannot be validated by subsequent consent because in such a case there is no surrender at all. In the present case the first transaction of gift is by the widow and the next reversioner is not a party to it, while the second is by the next reversioner and the widow is not a party to it. There is thus no

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basis, even fictionally, for the alleged surrender by Nani to Sarja with the result that at the date of the second transaction Sarja's rights were no better than *spes successionis*. In my opinion, therefore, the Courts below were right in holding that the deed of gift executed by Nani in favour of Mahadu does not bind the plaintiff.

The result is the appeal fails and must be dismissed with costs in favour of respondent No. 1.

Appeal dismissed.

K. B. S.

APPELLATE CRIMINAL

Before Mr. Justice Gajendragadkar and Mr. Justice Vyas.

THE STATE *v.* VITHAL MARUTI PATIL.*

1953
 Jan. 13

Criminal Procedure Code (Act V of 1898) s. 417—Appeal against acquittal—When can High Court reverse the finding of trial Court—Test laid down by Supreme Court in such cases—‘Very substantial and compelling reasons’, meaning of.

Although in an appeal under s. 417 of the Criminal Procedure Code, 1898, the High Court has full power to review the evidence upon which the order of acquittal was founded, yet the presumption of innocence of the accused being reinforced by his acquittal by the trial Court, the finding of the trial Court, which had the advantage of seeing the witnesses and hearing their evidence, may be reversed “only for very substantial and compelling reasons” as laid down by the Supreme Court in *Surajpal Singh v. The State*.⁽¹⁾ It is therefore not enough for the prosecution to show that the case against the accused was proved beyond a reasonable doubt. In an appeal against acquittal (unlike an appeal against the order of conviction) the fact that the High Court may come to a different conclusion on the evidence in a particular case may not necessarily amount to “very substantial and compelling reasons” within the meaning of the test. The High Court must be satisfied that the findings of the trial Judge are grossly wrong or that the approach of the trial Judge to the evidence in the case, or the procedure adopted by him in trying the case, was so materially defective that there is a compelling reason which justifies interference with his findings. Complete failure on the part of the trial Judge to consider material evidence or his misconstruing any documents may amount to a compelling reason. If the decision under appeal is erroneous in law, the limitations

* Criminal Appeal No. 1070 of 1952.

⁽¹⁾ [1952] S. C. R. 193.