

In Re: A.V. Subba Rao

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Court : Chennai

Decided On : Sep-17-1929

Reported in : 122Ind.Cas.799; (1929)57MLJ780

Appellant : In Re: A.V. Subba Rao

Judgement :

ORDER

Ramesam, J.

1. There may be cases in which the fee due to a vakil may be otherwise adjusted, by which I mean an adjustment amounting to more than a mere agreement to pay, though no actual money has passed. In such cases the fee certificate cannot be said to be false. When a promissory note especially a negotiable instrument is given it may be equivalent to payment and I doubt if Note (it) to Rule 30 in Legal Practitioners' Rules is strictly correct. But, as a matter of policy, the object of the rule seems to discourage the taking of promissory notes by Advocates.

2. The cases abovementioned show that a certificate may not be really dishonest even if no fee was received. In such cases it may be too strong an expression to describe the certificates as 'false certificates.'

3. In the present case, the Judge himself says 'no personal criticism was intended.' I take this to be an expression of the Judge's opinion that the Advocate was an esteemable person and is incapable of improper conduct. The later remarks merely show that the Advocate might have been misled by the practice or otherwise.

4. I do not think any order is necessary in the matter.