

P. Velayuda Naicker and ors. Vs. Haider HussaIn Khan Saheb and anr.

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Court : Chennai

Decided On : Jul-13-1909

Reported in : 3Ind.Cas.729

Judge : Ralph Benson, Offg. C.J. and ;Sankaran Nair, J.

Appellant : P. Velayuda Naicker and ors.

Respondent : Haider HussaIn Khan Saheb and anr.

Judgement :

1. The Judge has found, and his finding is not disputed before us, that there was a genuine and unconditional offer by the agent of the mortgagor to pay the mortgagee the amount due to him. The agent had the money with him. The mortgagee refused to receive the amount that was so tendered. Under Section 84 of the-Indian Transfer of Property Act interest on the principal money shall cease to run from the date of the tender, and the Judge has disallowed interest from such date. It is contended before us that it is proved in this case that the money tendered to the Mortgagee was received from a, person who had agreed to purchase the property from the mortgagor after redemption and as he received back his money after the mortgagee refused ' to accept the tender, it cannot be, said that the plaintiff, mortgagor, from the date always kept the money ready for payment and that, therefore, the interest must run on and the cases of Gyles v. Hall 2 P.W. 378; Satyabadi Behara v. Musammat Harabati 5 C.L.J. 192 and Jagat Tarini Dasi v. Naba Gopal Chuki 5 C.L.J. 270 are relied upon.

2. We are bound by the terms of Section 84' of the Transfer of Property Act, and, as already pointed out, under that section, interest shall cease from the date of tender'. The word tender does not in itself imply that he must have been always ready to pay the money. It is not alleged in this case that there was a subsequent demand by the mortgagee for the amount and that the mortgagor failed to pay. We, therefore, think the Judge is right in disallowing interest and we dismiss the appeal with costs.