CHAPTER 11

Judgment and Decrees

Part A
PREPARATION AND DELIVERY OF JUDGMENT

1. Early pronouncement advisable. Parties to have due notice of the day fixed—When the trial in Court is over, the Judge should [1]proceed at once, or as soon as possible to the consideration of his judgment. If the judgment is not pronounced at once, every endeavour shall be made by the Court to pronounce the judgment within fifteen days, from the date on which the hearing of the case was concluded, but where it is not practicable so to do, the Court shall fix a future day for the pronouncement of the judgment, and such date shall not ordinarily be a day beyond thirty days from the date on which the hearing of the case was concluded and also if the judgment is not pronounced within thirty days from the date on which the hearing of the case was concluded, the Court shall record the reasons for such delay and shall fix a future day on which the judgment will be pronounced and in every case the due notice of the day so fixed shall be given to the parties or their pleaders). It is essentially necessary that the judge should proceed to the consideration of the judgement while the demeanour of the witnesses and their individual characteristics are fresh in his memory. He should bear in mind that his first duty is to arrive at a conscentious conclusion as to the true state of those facts of the case about which the parties are not agreed. The oral and documentary evidence adduced upon each issue should be carefully reviewed and considered in the directions.

1. Directions rejudgements—In the preparation and delivery of judgement the attention of the Civil Courts is drawn to the following directions:

(1) The judgment should be written either in the language of the Court, or in English:

(2) When a judgment is not written by the Presiding Officer with his hand, every page of such judgment shall be signed by him;

(3) It should be pronounced in open Court after it has been written and signed;

(4) It should be dated and signed in open Court at the time of being pronounced and when once signed shall not afterwards be altered or added to, save as provided by Section 152 or on review;

(5) If it is judgment of any Court other than a Court of Small Causes, it should contain a concise statement of the case; the points for determination the decision thereon and the reasons for such decision;

(6) If it is the judgment of a Court of Small Causes, it should contain the points for determination and the decision thereupon.

(7) It should contain the direction of the Court as to costs; and

(8) All the paragraphs of the judgment should be serially numbered to facilitate references.

[1](9) The judgment should be pronounced as soon as possible after the case has been heard. Where it is desired to pronounce at some future date, the Court shall fix a day for that purpose and inform the parties accordingly. Every endeavour shall be made by the Court to pronounce the judgment within fifteen days from the date on which the hearing of the case was concluded, but where it is not practicable so to do, the Court should make all efforts to pronounce it within thirty days, otherwise the Court shall record the reasons for such delay and shall fix a future day on which this judgment will be pronounced and due notice of the day so fixed shall be given to the parties or their pleaders.

(10) The Judge need not read out the full judgment. He can pronounce only the final orders. However, the copy of the whole judgment is to be made available for the perusal of the parties or their pleaders immediately after judgment is pronounced.

(11) The judgment may be pronounced by dictation in open Court to a shorthand writer if the Judge is specially empowered by the High Court in this behalf and is to be dated and signed by the Judge.

(12) In appealable cases, where the parties are not represented by their pleaders, the Court should inform the parties present in Court as to the Court to which an appeal lies and the period of limitation for the filing of such appeal and place on record the information so give to the parties.

(13) The last paragraph of the judgment shall state in precise terms the relief which has been granted by such judgment.

(14) The type written copies of judgment may be delivered to the parties applying for such copies after making the requisite payments thereof.

(15) Rules regulating the preparation and supply of certified copies of type-written judgments in civil cases by Courts provided with stenographers/steno typist are given in schedule.

3. Some Judicial Officers make a practice of prefacing judgments with a memorandum of the substance of the evidence, given by each witness examined which has to be referred to. This practice is irregular, when the memorandum is in addition to that made under Order XVIII, Rule 8 of the Code of Civil Procedure. All that the law requires is a concise statement of the case and not a reproduction of the evidence. The judgment should, however, be complete in itself as regards the requirements of Order XX, Rule 4, of the Code and should set forth the grounds of decision as concisely as is consistent with the introduction of all important matters. It may be necessary, in the particular cases, to refer to, and give a summary of, the statements of, a witness or witnesses; but, is so, such summary should be incorporated in the reasons given for the

decision of the Court on the issue to which it relates. When it is necessary to refer the evidence of a witness in the course of a judgment, the reference should be by name as well as the number of the witness.

4. Instances have occurred of judgments not being written until a considerable time after final arguments in a case have been heard. This practice is upon to grave objection, and in any case in which judgment is written and pronounced within 30[1] days from the date on which arguments were heard, a written explanation of the delay must be furnished by the subordinate Court concerned to the District Judge. This is not meant to encourage a practice of reserving judgments; on the contrary, judgments should ordinarily be written as soon as arguments have been heard. It is only in the exception case where the Court has to consider many rulings and cannot conveniently give judgment at once, that there is any justification for judgment being reserved.

5. The Subordinate Courts should append to their monthly and quarterly statements, a certificate to the effect that judgments have been pronounced in all cases (including rent and objection cases) within one month of the final conclusion of evidence. Explanation should be given as regards any judgments not delivered within such period.

6. Procedure when Judge gives over charge before pronouncing Judgment—Every District Judge or Sub-Judge proceeding on leave or transfer, must, before making over the charge, sign a certificate that he has written judgments in all cases in which he has heard arguments. Should an officer be forced to lay down his charge suddenly, he shall, nevertheless, write the judgments in such cases, and send them for pronouncement to his successor.

7. Persons employed for dictation of judgments—Subordinate Courts should note that judgments are to be dictated only to persons employed for that express purpose or employed as copyists or candidates.

8. Not to be written in Court before disposal of cause list—The practice of writing up judgments during the Court hours in the early part of the day is to be deprecated judgments may be written after the day's cause list has been completed.

9. Language—Presiding Officers of Subordinate Courts, who are well acquainted with the English language, should write their judgments in English in appealable cases when a Subordinate Judge writes his judgment in English, the decree also should be framed in the same language.

10. Information of cancellation of registered instrument to be sent to registering officer—It should be remembered that Section 31 of the Specific Relief Act, 1963 requires that, when any registered instrument has been adjudged void or voidable, and the Court orders it to be delivered up and cancelled, the Court shall send a copy of its decree to the officer in whose officer the instrument was registered with a view to such officer noting the fact of cancellation in his books.

11. Pronouncing judgment after death of a party—In Order XXII, Rule 6, it is provided that, if any party to a suit dies between the conclusion of the hearing and the pronouncing of the

judgment, such judgment may be pronounced notwithstnading the death, and shall have the same force and effect as if it had been pronounced before the death took place.

12. Judgments not legibly written—Judgments (when not type-written) should always be written in a clear and legible hand. If they are not so written, such a copy should be made and placed on the record.

13. Civil powers to be disclosed in the record, judgments and decree—Every judicial officer hearing or deciding a civil suit, proceeding or appeal, is responsible that the record and the final order of judgment and the decree in such civil suit, proceeding or appeal, shall disclose the civil powers which such officer exercised in hearing or deciding such suit, proceeding or appeal.

14. Civil powers—The powers above referred to are the following:

(a) Subordinate Judge, Class I

(b) Subordinate Judge, Class II

(c) Subordinate Judge, Class III

(d) Subordinate Judge, invested with appellate powers under Section 39 of the Punjab Courts Act.

(e) Subordinate Judge invested with powers of Court of Small Causes.

(f) Judge, Small Causes Court.

15. Ditto—When the powers exercised by any Judge invested with powers under Section 28 of the Punjab Courts Act differ from those stated in Rule 14, such powers must be specifically stated.

16. Appellate powers—By High Court notification No. 170-Gaz./XXI-C. 6. dated the 16th May, 1935 (as amended by notification No. 53-Gaz./XXI-C. 6, dated the 23rd February, 1940), in respect of the Punjab, and by High Court notification No. 171-Gaz./XXI-C. 6, dated the 16th May 1935, in respect of Delhi, the Senior Subordinate Judge of the first class in each District of the Punjab (I) and Delhi has been invested with appellate powers up to a certain limit.

17. Special appellate powers—Certain selected Sub-Judges of the 1st Class are, however, personally invested by name with appellate powers of a higher limit. To mark the distinction such Sub-Judges should when exercising their enhanced powers, invariably use the words "invested with special appellate powers".

18. Review and amendment—For review and amendment of judgments *see* Chapter I-L (d) and (e) of this volume.

Part B
PREPARATION OF DECREES

1. Points to be borne in mind—The decree should be framed by the Judge with the most careful attention. It must agree with the judgment, and be not only complete in itself but also precise and definite in its terms. It should specify clearly and distinctly the nature and extent of the relief granted, and what each party, affected by it, is ordered to do or forbear from doing. Every declaration of right made by it must be concise, yet accurate; every injuction, simple and plain.

2. Directions—The following directions relate to the preparation of decrees:

(i) *Date for delivery of possession of land*—In decrees for possession of agricultural land, it should be stated whether possession is to be given at once, or after the removal of any crop that may be standing on the land at the time, when the decree is executed, or on or after any specified date.

(ii) *Appellate decrees*—In Appellate Courts, the language used in filling in the decretal order, shall conform to the action recognized by the law, and shall direct that the decree of the lower Courts be either "affirmed", "varied", "set aside" or "reversed". In each case in which a decree is affirmed, the terms thereof shall be recited, so as to make the appellate decretal order complete in itself. In varying a decree, the relief granted, in lieu of that originally granted shall, be fully and accurately set out. Where a decree is reversed on appeal, the consequential relief granted to the successful party shall similarly be stated. Every decretal order shall be so worded as to be capable of execution without reference to any other document, and so as to create no difficulty of interpretation.

3. Preliminary decrees—Under Section 2 of the Code of Civil Procedure a decree may be either "Preliminary" or "final". A preliminary decree should be based on a preliminary judgment.

4. Mesne Profits—In cases where mesne profits are asked for in the plaint, the question as to the amount thereof (if any), which should be paid to the plaintiff, in respect to the period of dispossession before and up to the date of filing the plaint, must be determined at the hearing of the suit, and decree must specify clearly the portion of this amount which each defendant is to pay, either severally or jointly with others, to the plaintiff (Order XX, Rule 12).

5. (1) *Decree in case of compromise*—When a decree is to be passed on the basis of a compromise, the Court should order the terms of the compromise to be recorded in accordance with the provision of Order XXIII, Rule 3, Civil Procedure Code, and then pass a decree in accordance with the terms. When, however, the compromise goes beyond the subject-matter of the suit, a decree can be passed only in so far as it relates to the suit. As regards the proper form of decree in the latter class of cases, the directions of their Lordships of the Privy Council in "*Hemant Kumari Devi* v. *Midnapur Zamindari Company*" (46 I. A. 240 and 244), should be followed.

(2) *Compromise by minors*—When any of the parties to the case are minors care should be taken to see whether the compromise is for the minors benefit and to record a finding to that effect if compromise is sanctioned and made the basis of the decree.

6. Addition or substitution of parties—When any parties are added or substituted in the course of the suit, care should be taken to see that their names are properly shown in the decree-sheet.

7. Decrees in certain cases—As regards the proper form of decree in certain classes of suits, the provisions of Order XX and Order XXIV, Civil Procedure Code, should be consulted.

The Provisions of Order **XX,** Rule 14, Code of Civil Procedure, relating to the contents of the decree in a pre-emption suit, should be carefully studied. Sub-Rule (2) relating to the adjudication of rival claims to pre-emption is new and requires special attention.

8. Decree in suits to set aside alienation—In a suit by reversioners under the Punjab Customary Law, when a portion only of the consideration for an alienation is proved to be for valid necessity and the alienation is not upheld, the decree should be in the following form:

(i) that the alienation shall not take effect as against the reversioners on the death of the alienor;

(ii) that on the death of the alienor the reversioners shall not be entitled to possession until they have paid the sum found for necessity (92 P.R. 1909)

9. Powers of Court to be set forth—Every decree must set forth the powers of the officer deciding the suit.

10. Pauper suits—In suits by paupers, when an order is passed under Rules 10, 11 or 12 or Order XXXIII a copy of the decree should be forth with forwarded to the Collector.

11. Review and amendment.

Part C
AWARD OF COSTS IN CIVIL SUITS

1. General rule—The general rule as to the award of costs in civil suits is that costs follow the event of the action; that is the costs of the successful party are to be paid by the party who is unsuccessful.

2. When costs may be disallowed—A wide discretion, however, is given to the Court to grant or withhold or apportion costs as it thinks fit. This discretion is to be exercised judiciously, *e.g.:*

Costs or a portion thereof may be disallowed to a successful party and he may even be liable to be burdened with costs in the following cases:

(a) Where a party has without just cause resorted to litigation:

(b) Where a party has raised an unsuccessful plea or answer to a plea (such as fraud limitation, minority, etc.) without sufficient grounds;

(c) In cases mentioned in Order 24, Rule 4, when a defendant deposits money in satisfaction of the claim;

(d) Whenever the demand, whether of debt or damages or property claimed, is excessive or is only successful to a small extent; and

(e) In cases where notice to admit facts or documents has not been given.

When notice to admit documents or facts has been given under Order XII, Rules 2 and 4 of the Code of Civil Procedure to a party and it has withheld its admission without sufficient cause it must bear the costs incurred by the other party in proving the documents or facts what ever the result of the suit may be.

3. When costs shall be disallowed—Costs shall be disallowed:

(a) In a suit or proceeding relating to a loan where the Court finds that the creditor has failed to regularly record and maintain an account as required by Section 3(1) (a) of the Punjab Regulation of Accounts Act, 1930 *(See* Section 4 of the Act);

(b) When a creditor sues for recovery of a debt in respect of which a certificate has been granted by the Debt Conciliation Board *(vide* Section 20(2) of the Punjab Relief of Indebtedness Act of 1934);

(c) As against a minor or a person of unsound mind, where a person has not been represented by a next friend or guardian, (Order 32, Rules 2, 5 (2) and 15 of the Civil Procedure Code). In such cases pleaders may under certain circumstances be made personally liable for costs.

4. Reasons for disallowing costs to be recorded—Whenever the Court orders that costs shall not follow the event, it must record its reasons. [Section 35 (2) Civil Procedure Code].

5. Cost of applications—In disposing of applications made under the Civil Procedure Code the Court may award costs at once to either party or may postpone its consideration to a later stage.

[1]**6. Expenses included in costs**—By insertion of Order XXA in the Civil Procedure Code after the amendment of CPC in 1976, specific provision has been made with regard to the power of the Court to award costs in respect of certain items of expenditure which the party undertakes while sueing or being sued.

Rule I of Order XX-A of the Code provides the following items on which the Court without prejudicing any provision provided in the Code, may award costs:

(a) expenditure incurred for the giving of any notice required to “be given by law before the institution of the suit;

(b) expenditure incurred on any notice which, though not required to be given by law, has been given by any party to the suit to any other before the institution of the suit;

(c) expenditure incurred on the typing, writing or printing of pleadings filed by any party;

(d) charges paid by a party for inspection of the records of the Court for the purposes of the suit;

(e) expenditure incurred by a party for producing witnesses, even though not summoned through Court; and

(f) in the case of appeals, charges incurred by a party for obtaining any copies of judgments and decrees which are required to be filed along with the memorandum of appeal.

The award of costs under this rule shall be in accordance with such rules as the High Court may make in this behalf.

The Punjab and Haryana High Court has provided the following heads under which Court may award costs:

(a) Court-fee stamps on all necessary petitions.

(b) Process-fees.

(c) Expenses of proving and filing copies of necessary documents.

(d) Pleaders, fees.

(e) Charges incurred in procuring the attendance of witness, whether such witnesses were summoned through the Court or not.

(f) Expenses of Arbitration and Commissioners Pleader's fees are regulated by the rules contained in Chapter 16 "Legal Practitioners".

7. Compensatory costs for false or vexatious claims or pleas—Under Section 35-A of the Code Compensatory costs for false or vexatious claims and pleas may be awarded under certain circumstances. It is no longer necessary that an objection should have been taken by the party affected at an early stage of the trial.

The mere failure of a party to prove the claim or pleas should not be taken to justify an order under this Section. The Court should be satisfied that the plea or claim was put forward by a party with the knowledge that it was false or vexatious and the Court should record the reasons for its opinion. Under the powers conferred by the second proviso to sub-section (2) of Section 35A of the Code of Civil Procedure, the High Court has directed that the amount which any Court or class of Courts is empowered to award as costs by way of compensation shall be limited as follows:

(i) Omitted.

(ii) Court of Subordinate Judges to the third class Rs. 200/-;

(iii) Courts of Subordinate Judges of the second class Rs. 500/-;

(iv) Courts of Subordinate Judges of the first class shall be guided by the provisions of sub-section (2) of Section 35A of the Code.

Costs of causing delay—Where Section 35A of the Code provides for compensatory costs for false or vexatious claims or defences at the same time Section 35B which was added by CPC (Amending) Act 104 of 1976, provides for compensatory costs on parties responsible for delaying litigation. The payment of compensatory costs for causing delay has been made condition precedent to the further prosecution of the suit or the defence by the plaintiff or defendant concerned.

Sub-section (2) of Section 35B provides that the costs ordered to be paid under Sub-section (1) of Section 35B shall not, if paid, be included in the costs awarded in the decree passed in the suit, but if such costs are not paid, a separate order shall be drawn up indicating the amount of such costs and the names and addresses of the persons by whom costs are payable and the order so drawn up shall be executable against such persons.

By the Amending Act 104 of 1976, Section 35B has been added thereby making a provision in the Code toward costs to the aggrieved party for the delays in the prosecution of the suit caused by its opponent. It is provided to enable him to meet the expenses incurred by him in attending the Court on that date and payment of such costs on the date next following the date of such order shall be a condition precedent to the further prosecution of the suit. It is also provided in sub-section (2) of Section 35B that such costs shall not, if paid be included in the costs awarded in the decree passed in the suit, but if such costs are not paid, a separate order shall be drawn up indicating the amount of such costs and the names and addresses of the persons by whom such costs are payable and the order so drawn shall be executable against such personal.

Part D
AWARD OF INTEREST IN CIVIL SUITS

1. Provision in Act XXVIII of 1855—By Act XXVIII of 1855 (an Act for the repeal the Usury Laws) it is provided that, in any suit in which interest is recoverable, the amount shall be adjudged or decreed by the Court at the rate (if any) agreed upon by the parties and, if no rate shall have been agreed upon, such rate as the Court shall deem reasonable. (Section 2).

2. Ditto, future interest—The Act provides that, whenever a Court shall direct that a judgment or decree shall bear interest, or shall award interest upon a judgment or decree, it may order the interest to be calculated at the rate allowed in the judgment or decree upon the principal sum adjudged or at such other rate as the Court shall think fit (Section 3).

3. Future interest—Section 34 of the Code of Civil Procedure enacts that, where and in so far as a suit is for a sum of money due to the plaintiff, the Court may, in the decree, order interest at such rate as the Court deems reasonable to be paid on the principal sum adjudged, from the date of the suit to the date of the decree, in addition to any interest adjudged on such principal sum for any period, prior to the institution of the suit; with further interest at such rate not exceeding six per cent per annum as the Court deems reasonable on the principal sum so adjudged from the date of the decree to the date of payment. It will be observed that by this section, a discretion is given in respect of two periods of times; *viz.*, from the date of the suit of the date of the decree, and from the date of the decree to the date of payment, [1](However, the rats of interest if arises out of any commercial transaction such as industry, trade or business, the rate of such further interest may exceed six per cent per annum or as per contractual rate or at the rate at which the moneys are lent or advanced by the nationalised banks).

4. Interest of costs—Section 35(3) of the Code of Civil Procedure which empowered the Court to give interest on costs has been omitted by Act No. 66 of 1956.

5. Future Interest—In awarding interest subsequent to the date of the decree, the Courts in the exercise of the discretion which the lay has conferred should not ordinarily award a rate of interest approaching in amount that which may be obtainable in common dealings by persons who have not the security of a decree of Court to enforce payment. No inducement should be given to decree-holders to allow their decree to remain unexecuted. It is permissible now to award interest after decree at a higher rate than six per centum per annum.

6. Penal interest—The plea is often raised that the "interest" claimed is "penal". Courts should be careful to distinguish between high or excessive interest and "penal" interest. The mere fact that the rate of interest is high or that compound interest as charged is, by itself, no justification under the Indian Contract Act for is reduction, unless some other ground such as coercion, undue influence, etc., is established, *(See* 101 and 124 P.R. 1918, P.C.) there is no definition of "penalty" given in the Indian Contract Act but its nature is indicated in Section 74 of that Act. It would appear from that Section that if a sum is named in a contract as the amount to be paid in the event of a breach of the contract or where there is any other stipulation in the contract making a person liable for an extra sum *(e.g.,* in the shape of interest), for which he would not have been otherwise liable, the stipulation is to be considered penal. According to Section 14 of the Indian Contract Act, in such cases, the person entitled to claim advantage of the penal clause can only recover such reasonable compensation not exceeding the penalty as the Court may think it fit to award, and cannot legally enforce the payment of the "penalty" as such.

7. Penal interest—The question whether a particular stipulation is or is not "penal" is to be determined by the Court on the facts of each case. It has been held generally, that a stipulation which imposes a higher rate of interest, in the event of a breach of the contract with retrospective effect from the date of contract is "penal" (c.f. 99, P.R. 1894).

8. Effect of Usurious Loans Act—The Usurious Loans Act, 1918, gives wider powers to Courts to interfere on equitable grounds in order to do justice between the parties when it is found that interest is excessive or that the transaction was as between the parties thereto, substantially unfair (vide Section 3 of the Act). In such cases the Act empowers the Court to reopen past transactions

and relieve the debtor from liability in respect of excessive interest, etc. Attention is invited in this connection to I.L.R. VIII Lah. 205. The provisions of the Act should be carefully studied and used in proper cases coming within its purview.

Comments

The jurisdiction conferred by the Usurious Loans Act is confined to cases where both the conditions mentioned in section 3 of the Act are satisfied, namely, (1) that the interest is excessive and (2) that the transaction was, as between the parties thereto, substantially unfair.

It is neither possible nor desirable to enunciate a fixed rule as to what is a reasonable rate of interest, but a stipulation for the payment of interest at twelve per cent. *per annum* cannot be called excessive, such as to attract the equitable jurisdiction of the Courts.

A contract binding the debtor, in the event of his failing to pay interest at the end of the year, to pay compound interest at the same rate, is neither unusual nor unreasonable. *Aya Ram-Tola Ram* v. *Bhajan Ram and others*, (1927) I.L.R. VIII Lah. 205. (*Balla Mal* v. *Ahad Shah*, 124 P. R. 1918 (P. C.), followed.)

9. Changes made by Punjab Relief of Indebtendness Act—The changes made in the provisions of this Act by Section 5 of the Punjab Relief of Indebtedness Act, VII of 1934, as amended by Punjab Act XII of 1940, deserve attention.

(i) The existence of two conditions was formerly essential before the provisions of the Usurious Loans Act could apply. It was necessary that both—

(a) the rate of interest be excessive; and

(b) the transaction be substantially unfair as between the parties.

The word "and" has now been changed to "or" and the Court can give relief even if one of these conditions only is fulfilled.

(ii) The Courts, according to the wording of the Usurious Loans Act "may" exercise all or any of the powers specified in that Act. This word "may" has now become: "shall" and it is obligatory for the Court to exercise these powers for giving relief in fit cases.

(ii) The Punjab Act has also now prescribed a maximum rate of interest beyond which "the Court shall deem interest to be excessive."

The maximum limit is:

(a) For secured loans, seven and a half per cent per annum simple interest of two per cent over the Bank rate, whichever is higher.

(b) For unsecured loans, twelve and half per cent per annum simple interest.

10. Rule of Damdupat—The rule of Damdupat has been made applicable to the Punjab by Section 30 of the Punjab Relief of Indebtedness Act, 1934, in respect of all 'debts' as defined in Section 7 of the Act. If the loan was advanced after the commencement of the Act, no Court shall

pass or execute a decree or give effect to an award in respect of such debt for a larger sum than twice the amount of the sum found by the Court to have been actually advanced less any amount already received by the Creditor.

Note—The Act came into force on the 19th April, 1935—*vide* Home Secretary's letter No. 15639 Judl., dated the 18th April, 1935.

11. Interest should be shown separately in accounts—It is important to note in this connection the provisions of the Punjab Regulation of Accounts Act, 1930. The accounts prescribed by this Act have to be maintained in such a way as to show the items due by way of interest as separate and distinct from the principal sum.

12. Interest not to be included in principal—It is further provided that the creditor shall not in the absence of agreement include any items due by way of interest, in the principal sum. The principal and interest are to be shown separately in the opening balance of each new six-monthly account.

13. Interest disallowed if account not maintained—If the Court finds that to accounts have not been maintained as prescribed, it must disallow the whole, or a portion of the interest found due as it thinks fit, and also disallow costs.

14. Interest disallowed if accounts not furnished—If the accounts have been maintained but not furnished to the debtor as prescribed, the Court must disallow interest for the whole period for which the creditor failed to furnish the accounts unless the creditor actually furnished the accounts after the time prescribed and can satisfy the Court that he had some sufficient cause for not furnishing them earlier.

15. Interest permissible in case of certificate by Debt Conciliation Board—It should be noted that where any creditor sues in a Civil Court for the recovery of debt in respect of which a Debt Conciliation Board has granted a certificate under Section 20(1) of the Punjab Relief of Indebtendness Act, the Court cannot allow any costs or interest after the date of certification in excess of simple interest at six per centum per annum on the amount due on the date of such certificate.

16. Future interest not allowed on sums deposited in Courts—Attention is drawn to Section 31 of the Punjab Relief of Indebtendness Act which lays down that the debtor may deposit in Court money in full or part payment of his debts and interest shall cease to run on the sum so deposited from the date of deposit.

1. Insertion made as per Act No. 104 of 1976.

1. Change effected in Order XX CPC by Act No. 104 of 1976.

1. Due to addition of proviso in Order 20 Rule 1(1) CPC by Act No. 104 of 1976.

1. Due to insertion of Order XXA by Act No. 104 of 1976.

1. On account of amendment of Section 34 CPC by Act No. 104 of 1976.