

CURRENT No. 7410

The Collector,
Kistna District.

Order

In the circumstances
stated by the Collector,
the war:
gravelly
quoted
sentence
in para 2

"The sum of Rs 500
claimed by the con-
tractor as loss due to
the cancellation of the
contract named there:
for he paid into the
Court before hand."

R. C. No.

Dated 23rd

Received

Registered

Enclosures

Spare copies

August 1898.

SUBJECT.

Reporting that the amount of

Rs.500/- ordered to be deposited into

the Court as damages in O.S. No.15

of 1897, on the file of the District

Court, Kistna, has not yet been paid

and requesting to cancel the above

order under the circumstances re-

ported.

BACK PAPERS.

FURTHER PAPERS.

No.

Date.

No.

Date.

by the Contractor by the cancellation of his contract. The Govt. Pleader, however, advised that as the Govt. letter to the Contractor did not amount to a notice of cancellation, the Contractor was entitled to damages to the extent to which he might prove that he suffered loss. The onus of proving loss lies with the Contractor. The Govt. Pleader thinks he can prove that the Contractor was working at a loss, & that he therefore could not have suffered loss by the cancellation of the contract.

Para 2 of G.O. No. 16074 of 24.6.98 however ordered that the sum of Rs 500 should be paid into Court before hand, pending the decision of the Court as to what sum, if any, should be paid as damages.

Recently the Collector submitted a draft answer to the plaint, to be filed in Court. In forwarding this draft, the Board of Revenue suggested certain amendments. In the Collector's draft, para 4 runs as follows: - "The Plaintiff has not sustained any loss by reason of the contract having been cancelled." The Rev. Board suggested that the following sentence should be added in case the sum of Rs 500 had been paid into Court as ordered by

Govt. - "Pending decision of this question, the defendants have deposited in Court the full amount claimed in the schedule to the plaint."

It was taken for granted that the order of Govt. had been carried out, & the draft answer was approved, with the modifications suggested by the Rev. Board (G.O. No. 20544 of 12.8.98) -

The Collector now reports that the sum of Rs 500 has not been paid into Court, and that therefore in filing the answer to the plaint, he omitted the sentence added by the Rev. Board.

The Collector draws attention to Sec. 376 of the C.P. Code, under which money is only paid into Court when the defendant admits that it is a satisfaction in full of the claim, & that sum so deposited are always decreed to the opposite party by the Court. In this case, the Contractor's claim to Rs 500 is not admitted

& the Collector was therefore right
in not paying the sum into Court.

The Collector suggests that
the instruction in para 2 of G.O.
No. 1607 W. of 28.6.98, to pay Rs.
500 into Court be cancelled,
& it is proposed now to do
this.

29.8.98

To the S. S. II class
Collector of Kistna
G. M. P. S. S.

No. 223 of 1898

OFFICE
OF THE
COLLECTOR & MAGISTRATE,
MASULIPATAM,
KISTNA DISTRICT.

23rd August 1898.

FROM,
R. Morris Esquire,

Acting COLLECTOR, KISTNA DISTRICT.

TO,
THE SECRETARY TO GOVERNMENT,

Public Works Department,
MADRAS.

SIR,

Adverting to G.O., No. 2054 W., dated 12th Au-

gust 1898, approving the draft answer to be filed in ^{Original} ~~Appeal~~

Suit No. 15 of 1897, on the file of the District Court, Kistna,

I have the honour to state that the second ⁱⁿ sentence of paragraph

4 of the draft answer as approved by Government was omitted in

the one filed in the Court as Rs. 500/- ordered to be deposited

into the Court in G.O., No. 1607 W., dated 28th June 1898, has

not yet been paid. In this connection however, I beg to in-

vite the attention of Government to Section 376 of the Civil

Procedure Code, the only provision which allows of the payment

of money into Court. The defendant may deposit in Court such

sum of money as he considers a satisfaction in full of the

claim. The Courts always regard a payment into Court as an

admission that the amount of the payment is due to the opposite

party, and in passing judgment it is always ordered to be given

to that party. As the Government does not admit the plaintiff's
claim

claim for damages in the present case, there seems to be no ob-
ject in making this practical payment to him of the amount of his
claim, and I venture to suggest that the order to pay this Rs.500/
into Court may be cancelled.

I have the honor to be,
Sir,

Your most obedient Servant,

H. S. Srinivasan
for Collector. 22. 8. 98.

Compd
22.8.98
23.8.98

✓ 2113w 19-8-98
✓ 2054w 12-8-98
✓ 1983w 6-8-98
✓ 1607w 28-6-98
✓ 926d 20-5-98
✓ 1608d 2-5-98
✓ 98d 14-4-98
✓ 222w 26-1-98
✓ 63w 9-1-96
✓ 2666cd 4-9-95
✓ 1493cd 6-4-95
✓ 588c 213-2-95
✓ 85w 15-1-95
✓ 1000w 29-4-91

822923-9-97(8c)

Public Works (1898) Department.

G.O., No. 2240W

DATED 31st August 98

[Despatch Abstract.]

Bapatla Taluk Cutcherry Case

Canelling No 1607 W 328th 98
So far as it relates to the payment into
Court of the ^{beforehand} sum of Rs 500 claimed by the
Plaintiff in the