

UGANDA / JUDGMENT

Lalji v Ahmed (C.A. 14/1933.)

[1933] EACA 2 (1 January 1933)

[1933] EACA 2**COURT**

East African Court of Appeal

BEFOREAbrahams CJ, Ag P (Uganda), Barth, C.J (Kenya),
Sheridan, C.J. (Tanganyika)**CASE / FILE NUMBER**

C.A. 14/1933.

Source: ulii.org · Research copy typeset by Esheria. Not court-issued or certified.

COURT OF APPEAL FOR EASTERN AFRICA.

Before SIR JACOB BARTH, C. J. (Kenya), ABRAHAM, C. J. (Uganda), and SIR JOSEPH SHERIDAN, C. J. (Tanganyika).

VRAJDAS LALJI (Appellant) (Original Plaintiff) HUSSEN AHMED (Respondent) (Original Defendant). C. A. \$14/1933\$.

- Deeds of Arrangement Ordinance, 1930-Effect of non-registration in Kenya of arrangement effected in Uganda—Definition of "debtor" under the Bankruptcy Ordinance, 1930-Act of Bankruptcy.
- Held (20-6-33).—(1) That the word "debtor" in the Deeds of Arrangement Ordinance, 1930, should be construed by reference to the Bankruptcy Ordinance, 1930, section 3, sub-sections (1) (h) and (2).
- (2) An arrangement between a debtor and his creditors requires registration if the debtor already is or becomes by the arrangement a debtor under the Bankruptcy Ordinance.
- (3) That it is not necessary to register an agreement with creditors in Kenya effected with a debtor in Uganda to make it effective.
- (4) That a deed of arrangement accepted by creditors under conditions is voidable if conditions not fulfilled.
- (5) That an arrangement to pay the composition in cash to which the debtor was a party could not be utilized by him to defeat the creditor of his rights under the deed of arrangement where such deed did not operate as an i

Budhdeo for Appellant.

Christie for Respondent.

The plaintiff (appellant) sued the defendant (respondent) for recovery of Sh. 3,997/46 on two promissory notes made at Mombasa on the 22nd and 27th of January, 1932, with interest and costs. These notes fell due on the 24th and 29th April, 1932. The defendant pleaded a novation, stating that by deed of arrangement dated the 1st of May, 1932, entered into between the creditors of the defendant including the plaintiff, and himself, the plaintiff, a signatory to the said deed, agreed to accept a composition of Sh. 10 in the pound, and that the promissory notes sued on were discharged, the plaintiff's remedy being only under the deed of arrangement.

According to the deed of arrangement relied on by the defendant as constituting the novation, the defendant had agreed to give the plaintiff and his other creditors (signatories to the said deed) promissory notes of the eighteen monthly instalments. aggregating in value to Sh. 10 in the pound of the debts due to the creditors, signed by himself and his two brothers. The defendant failed to give these promissory notes; but he proved at the trial

that by a secret arrangement between him and the plaintiff the amount of the composition was to be paid in cash by him to the plaintiff; and argued that this secret arrangement being in fraud of other creditors as an undue preference to the plaintiff, he (the defendant) was not bound to keep the terms of the arrangement to give the promissory notes. The cash was not paid.

The trial Judge (Lucie-Smith, J.) dismissed the suit of the plaintiff on the ground that the promissory notes sued on were discharged by the subsequent formal agreement of the 1st May, 1932, and that the conditions of the said agreement to give fresh promissory notes for the instalments of the composition were waived by the fraudulent and secret agreement between the parties to give and receive cash.

The plaintiff appealed.

Budhdco, for Appellant, submitted.— \$(1)\$ The agreement for composition being executed by some of the creditors in this Colony, and the defendant being present in the Colony when he offered the deed for signature to them, the deed of arrangement required registration in the Colony under the Deed of Arrangement Ordinance, 1930; that having not been done, the deed was void, and not binding on the signatories. The word "debtor" in the Deeds of Arrangement Ordinance should be construed by reference to the definition of that word in the Bankruptcy Ordinance, 1930. The present definition is extended. He referred to *In re A. B. and Co.* (1900), 1 Q. B. D. 541; *Cooke v. The Charles A. Vogeler Co.* (1901), A. C. 102; *Dulancy and Others v. Merry and Son* (1901), 1 K. B. D. 536; and submitted that the actual conclusions arrived at in them did not apply here; that the debtor had committed an act of bankruptcy, and was a debtor within the definition. *In re Dagnall*, 65 L. J. Q. B. D. 666; *In re Midgley*, 108 L. T. R. 45.

(2) The fraudulent arrangement had not been pleaded in the defence by the defendant: *Order VI, Rules 4 and 5; North Western Salt Co., Ltd. v. Electrolytic Alkali Co., Ltd.*, 1914, A. C. 461.

- (3) The terms of the composition were not kept by the defendant in that he failed to give the fresh promissory notes in terms of the arrangement; and hence the plaintiff could sue on the original promissory notes, he having not given up the same or his rights thereunder. *Cranley v. Hillary*, 105 E. R. 327; *Hazard v. Marc*, 158 1. R. 179.

Christic.—Unless the debtor is within the Kenya jurisdiction the deed need not be registered: *Dulancy and Others v. Merry and Son* (supra). Referred to section 3 \$(2)\$ of the Bankruptcy Ordinance. There was no notice of suspension of payment, although the debtor came to Kenya and induced creditors to sign the deed. Is the Court entitled to assume that the debtor was bound to suspend payment because he had offered a composition? *Ex parte Castler, In re Friedlander* (1833-34), 13 Q. B. D. 471; *Re Walsh, Ex parte Trustee*, 52 L. T. R. 694.

Even assuming there had been an act of bankruptcy, there was no necessity to register the deed. The Court in Kenya had no jurisdiction to adjudge the debtor bankrupt. "Or elsewhere" applied in this appeal as *In r. A. B. and Co.* (1900), 1 Q. B. D. 541 (supra); *Cooke v. The Charles A. Vogler Co.* (1901), A. C. 102 (supra). Referred to definition of "debtor" in Bankruptcy Ord-Submitted that there was novation in respect of the inance. consideration of the undertaking to procure promissory notes in terms of agreement of 1st May, 1932. Appellant should have sued on that agreement. *Atkinson v. Denby*, II S. L. C. 13th Ed. 399 at 400. The agreement was a deed in substitution of all causes of action, and provided higher security than did the original promissory notes. It merges debts which are thereby discharged. 18th Ed., *Byles on Bills*, 232; *Good v. Cheesman*, 109 E. R. 1165; *Société Générale de Paris v. Green*, 8 A. C. 606 at 615; *Indian Contract Act*. section 62.

Negotiable instruments are an exception to the rule regarding novation before breach of the covenants. *Byles on Bills*, 233, re section 62 of Bills of Exchange Act; *Cook v. Lister*, 143 E. R. 235; *Foster v. Dawber*, 155 E. R. 790.

If notes had been sent under the agreement, appellant would have refused them, for cash. All that respondent required to show was willingness, not performance. *Mayhew v. Boyes*, 103 L. T. R. p. 1 at p. 3; *Halsbury*, Vol. II, p. 335; *Ex parte Oliver, In re Hodgson*, 64 E. R. 866 at 870.

Appellant by his dishonest arrangement with respondent deceived the other creditors.

Budhdeo.—Agreement of 1st May, 1932, was a new contract. There was no release by virtue merely of executing that agreement, until payment. *Morris v. Baron and Co.* (1918), A. C. 1 at Payments aggregating 50 per cent would have been satis- \$35.\$ faction under the agreement. Respondent was unable to pay his debts and was therefore insolvent and had to offer a compositon. *Re Entwistle, Ex parte Turner* (1891), 65 L. T. R. 349; *Holman v. Johnson*, 98 E. R. 1121; *Simpson v. Bloss*, 129 E. R. 99.

Appellant founds his appeal on a clean transaction; he has not had to rely on any illegality for his claim. *Cox v. Watson* (1878), 47 L. J. Ch. D. 263.

SIR JACOB BARTH, C. J.—This is an appeal to reverse a judgment of the Supreme Court of Kenya in an unsuccessful action brought by the appellant on two promissory notes. The defence was that the plaintiff—the present appellant—had, after giving the notes, entered into a deed of arrangement in which the appellant joined and had thus discharged the notes; the arrangement being that the defendant—the present respondent—should

pay Sh. 10 in the pound, payable in eighteen monthly instalments. The defence pleaded that the promissory notes provided for under the deed of arrangement were offered to the appellant, who refused to accept them, and demanded payment of his original debt in cash.

The evidence shows that the respondent, who lives and trades in Uganda, with no place of business in Kenya, wished to enter into an arrangement with all his creditors, some of whom lived in Mombasa and some in Nairobi. The respondent attempted to get the appellant's signature to the deed (Exhibit H. A. 1), but the appellant first of all refused the 50 per cent offered. The respondent came to Mombasa, and saw the appellant, who said he would sign if he in fact received 100 per cent, but eventually signed on condition that he received the 50 per cent in cash and not by way of pro-notes with payment spread over 18 months.

'The deed is dated 1st May, 1932, and its execution by all the creditors was completed about 11th May, 1932, according to the respondent.

No promissory notes were sent by the respondent in accordance with the terms of the arrangement, and the appellant denies receiving Exhibit H. A. 4 asking for 18 hundies of 50 per cent. As no reply to that letter was received, the respondent said in his evidence that he sent a cheque for Sh. 1,999/32 to his agent, Rajabally, to pay the appellant, that sum being the full 50 per cent of the respondent's indebtedness to the appellant. This payment was not accepted by the appellant. It is in evidence that the respondent had told his creditors that he could not pay them in full, and that he had to offer a composition.

The respondent admitted in evidence that in at least two other cases of his Mombasa creditors he promised to pay the 50 per cent composition otherwise than as agreed in the arrangement, giving them an advantage over the body of creditors. It is needless—and useless—to comment on the business morality of both the parties to these proceedings.

The validity of the deed of arrangement in this Colony is affected by whether or not it should have been registered under the Deeds of Arrangement Ordinance, 1930. Mr. Budhdeo, for the appellant, has argued that the word "debtor" in the Ordinance should be construed by reference to the Bankruptcy Ordinance, 1930, section 3 (1) \$(h)\$ and section 3 (2). The Bankruptcy Ordinance and the Deeds of Arrangement Ordinance being in *pari materia* and enacted on the same day, I am of the opinion that this contention is sound. The respondent had intimated to his creditors that he was unable to pay them, hence his suggestion for a composition. This announcement to his creditors falls short of notice that he had suspended or was about to suspend payment. If the composition had been refused, he could have said, "I shall continue to carry on business." (Re Walsh, *Ex parte the Frustee*, 52 L. T. R. 694.) The facts in this case appear to

fall within the principle laid down in *Re Friedlander, Ex parte Castler*, 13 Q. B. D. 474. It would therefore appear that, following *Dulaney and Others v. Merry* (1901), 1 K. B. 536, the respondent is not a debtor within the provision of the Deeds of Arrangement Ordinance and that the deed does not require registration in Kenya.

Apart from the defence arising out of the absence of registration, there is the fact that the respondent did not offer the appellant the promissory notes covenanted for in the deed. It was contended that in view of the arrangement to pay the composition in full in cash, it was unnecessary to offer the notes. In my opinion, this argument is based on the arrangement made in fraud of the other creditors, and cannot be relied on to support a departure from the terms of the deed which governs the contract between the parties. It cannot in law be regarded as a waiver by the appellant of his rights under the deed. The deed does not constitute a release of the prior debts, but provides that on payment of the composition the creditors would execute a release and discharge of their claims. The payment of the composition was a condition precedent to the discharge of the creditors' claims.

For these reasons, I would allow the appeal with costs here and in the Court below.

ABRAHAM, C. J.—This is an appeal from Mr. Justice Lucie-Smith dismissing an action founded on non-payment of two promissory notes. At the trial of the action it emerged in evidence, though fraud had not been pleaded, that a deed of composition into which the parties as well as other creditors of the respondent had entered was tainted with fraud, inasmuch as the appellant had signed it only on the understanding that he would receive 50 per cent of his due in spot cash whereas the deed provided for the payment of the composition in instalments secured by promissory notes. The learned Judge found that the original contract between the parties had been replaced 'under section 62 of the Indian Contract Act by the contract contained in the deed of arrangement, and that the failure of the defendant to give the promissory notes under that deed had been waived by the fraudulent and secret arrangement to give and receive cash.

The first point sought to be made on behalf of the appellant is that the deed of arrangement is void for want of registration under the Deeds of Arrangement Ordinance, 1930. Most of the creditors signed the deed in Uganda, where it was duly registered under the Deeds of Arrangement Ordinance, 1930, of that territory; others, including the appellant, signed it in Kenya. If the respondent is a debtor within the meaning of section 4 of the Deeds of Arrangement Ordinance, then the deed is clearly void for want of registration. "Debtor" is not given any meaning

under the Deeds of Arrangement Ordinance, but in England it is clear law, on the authority of *Dulaney v. Merry* (1901), 1 K. B. D. 536, that "debtor" under the corresponding Deeds of Arrangement Act means a debtor who is, to use the words of Channel, J., who decided that case, subject to the bankruptcy laws of England. Applying that principle to this country, was the debtor subject to the Bankruptcy Ordinance, 1930, of Kenya? Section 3 (2) of that Ordinance says that the expression "a debtor", unless the context otherwise implies, includes any person, whether domiciled in the Colony or not, who at the time when any act of bankruptcy was done or suffered

by him was personally present in the Colony. It was argued by Mr. Budhdeo for the appellant that the respondent committed in Kenya an act of bankruptcy, inasmuch as when in the Colony he told his creditors there that he could not pay his debts in full, and had to offer a composition, and that this utterance amounted to notice to his creditors that he had suspended or was about to suspend payment of his debts within the meaning of section 3 (1) (b) of the Bankruptcy Ordinance. Now the test of whether the utterances of a debtor to his creditors amount to a notice of suspension or intended suspension was laid down by Lord Selborne in **Crook* v. Morley*, 61 L. J. Q. B. p. 97, where he approves the words of Bowen, L. J., in the case of *In re Lamb*, 2 Morrell Bankruptcy Cases, p. 25: "What effect would the circular produce on the mind of a creditor receiving it as to the intention of the debtor with regard to his creditors." Several cases were cited to us to persuade us in either direction, and it would seem that the nearest in facts to the case before us is *In re Walsh*, 2 Morrell Bankruptcy Cases, p. 112. If that case had not been somewhat discounted by Lord Selborne in **Crook* v. Morley*, I should have no hesitation in coming to the conclusion that no notice of suspension can be implied here. As it is, I have some doubts, but I am unable to say positively that an equivocal statement of ability to pay debts in full, coupled with the offer of composition, ought to be taken as such a notice. Bankruptcy is a serious step, and one should be slow to infer it. Since no act of bankruptcy was committed, then it is obvious that the deed did not require registration, and the appeal fails on that point, but I feel it incumbent to say further, on this question of the application of the Bankruptcy Ordinance to the respondent, that I am unable to agree with the contention of his counsel that, whether he had committed an act of bankruptcy or not, he was not subject to the Bankruptcy Ordinance, because he could not be made a bankrupt by his creditors, as certain of the conditions prescribed by section 6 (1) of the Ordinance were not fulfilled in his instance. I cannot agree to such a limitation, which would mean that a debtor who commits an act of bankruptcy by presenting a bankruptcy petition against himself under section 3 (1) (f) of the Ordinance, and in respect of whom in consequence a receiving order is made under section 5, is not subject to the Bankruptcy Ordinance.

The next ground of appeal amounts to this: that although the deed of arrangement is a new contract and in terms operates to suspend the right of action of the appellant on the promissory notes, that right is not extinguished, and can be effectively pursued in view of the failure of the respondent to perform his primary duty under the deed, namely to procure the joint and several promissory notes stipulated for as security for the payment of the composition instalments. On examination of the terms of the deed, there is no doubt that the contention of the appellant is correct, and that the creditors did not undertake to execute a release of the debtor from his liabilities to them until payment of the instalments. That being so, their right of action in respect of their claims would be suspended, - not extinguished, and though a remedy for non-payment of instalments is prescribed by the deed itself, no remedy is therein prescribed for failure to procure the promissory notes, and the creditor can fall back upon his original cause of action. Counsel for the respondent argues that the appellant actually excused the respondent from offering the promissory notes in accordance with the terms of the deed. Since the bargain between the two was that cash should be given it would have been futile for the respondent to

offer the securities, and in any event the respondent did offer the notes by writing a letter in which he requested the appellant to make out the notes and send them for his signature. Some arguments were addressed to us as to whether a copy of this letter was properly admitted as the despatch of the original was not proved, but I regard it as being unnecessary to decide that question, as I am of the opinion that it was the duty of the respondent to tender the notes to the appellant and not for the latter to apply for them. *Cranley v. Hillary*, 105 E. R. 327, shows as much. But as regards the excuse advanced by the respondent for not tendering the notes on account of the fraudulent arrangement, it seems to me that if he argues that fraud obliterates the obligation which *facie* rests upon him to tender the notes, the argument would appear to run like this: To the appellant's claim upon two promissory notes due but unpaid. the respondent answers that by a deed of arrangement the defendant agreed to suspend action pending payment of a composition; the appellant's reply is that the respondent bound himself by the deed to procure promissory notes in security for payment of the composition, and he has not tendered the notes; the respondent then says that he is excused the performance of this obligation because the appellant refused to sign the deed unless he received the promise of preferential treatment against the other creditors. This is clearly invoking the aid of the court to support a fraudulent transaction, and a number of cases were cited to us to show that this is what the Court must refuse to do. The maxim, *Ex turpi causa non oritur actio*, does not require the citation of cases in illustration, and I conceive the principle applies as much against a defendant as against a plaintiff. It

may be, however, that the respondent relies on proof of fraud not to excuse his performance of an admitted obligation, but as evidencing a *pro tanto* refusal of the appellant to accept the notes if tendered. In other words, the history of the transaction between the parties indicates the futility of the performance of the obligation of the debtor. I refuse to accept such a submission. It cannot be presumed against the appellant that if he were offered the notes he would refuse them. In the first place, it would be open to him to abandon his fraudulent demand on the respondent, and even if he did not obey such an impulse of conscience he would be most imprudent to refuse to receive the notes since the debtor would be held to have carried out that part of his obligation under the deed. It was really not the tender of the notes that would have been futile, but the refusal to accept them.

I would finally observe, as some point has been made of it in this case, that the prejudice occasioned to the other creditors by a favourable issue to this appeal has really not been caused by the fraudulent transactions, but by the omission of the debtor to carry out his obligation to this particular creditor. The position is just as it would have been had no fraudulent bargain been made, and the debtor had made similar default, just as the fraudulent bargain would have made no difference to the appellant's obligation to accept the notes.

The appeal should be allowed with costs here and in the Court below.

SIR JOSEPH SHERDAN, C. J.—The first question for decision in this appeal is whether the defendant is a debtor within the meaning of the Deeds of Arrangement Ordinance. In the case before the Court it is claimed for the defendant that the arrangement entered into between the

defendant and his creditors is not a deed of arrangement within the meaning of the Ordinance referred to. If it be decided that the deed is a deed of arrangement within the meaning of the Ordinance, then it is conceded that it is void for want of registration (section 4 of the Ordinance), and that the plaintiff must succeed. Mr. Budhdeo, for the plaintiff, has contended with great force that the defendant is a debtor within the meaning of the Bankruptcy Ordinance, and so is a debtor within the meaning of the Deeds of Arrangement Ordinance. I agree with him that one is entitled to refer to the Bankruptcy Ordinance for the meaning of the word "debtor". Both Ordinances became law on the 3rd September, 1930, and are in pari materia. Section 3 (1) of the Deeds of Arrangement Ordinance provides, in so far as it is material: "A deed of arrangement to which this Ordinance applies shall include any instrument of the classes hereinafter mentioned, whether under seal or not— (a) made by, for or in respect of the affairs of a debtor for the benefit of his creditors generally." The question is: What

is a debtor? On turning to section 3 (2) of the Bankruptcy Ordinance, one finds the provision, "In this Ordinance the expression 'a debtor', unless the context otherwise implies, includes any person whether domiciled in the Colony or not who at the time when any act of bankruptcy was done or suffered by him (a) was personally present in the Colony." Other persons are included in the provision, but those it is unnecessary to consider in this Section 3 (1) provides: "A debtor commits an act of bankruptcy in each of the following cases: (b) If the debtor gives notice to any of his creditors that he has suspended, or that he is about to suspend, payment of his debts." The facts of the case show, and indeed it is admitted, that the defendant is a person who was personally present in the Colony when he entered into an arrangement with his creditors which it is argued for the plaintiff amounts to an act of bankruptcy within the meaning of section 3 (1) (h). It has been argued for the defendant that inasmuch as he is not a person whom the Bankruptcy Court of Kenya could adjudicate a bankrupt on a creditors' petition (section 6 of the Ordinance), he cannot be held to be a debtor within the meaning of the bankruptcy laws. There is no doubt, nor is it questioned, that provided he committed an act of bankruptcy he could be adjudicated a bankrupt on his own petition. It seems to me that if a person can be adjudicated a bankrupt on his own petition, he must be a debtor under the Ordinance—in other words, a debtor subject to the bankruptcy laws. If he cannot be adjudicated on a creditor's petition, he does not cease to be a debtor because he is a person in regard to whom a creditor is precluded from presenting a petition. Section 6 is a negative section, and cannot, in my opinion, be resorted to for the meaning of the expression "debtor". I will now proceed to consider whether he is a debtor in the sense that he has committed an act of bankruptcy within the meaning of section 3 (1) (h). At page 10 of the typewritten record, the defendant states: "My Kenya creditors were in Nairobi and Mombasa. Uganda creditors had already signed H. A. 1 when I brought it to Kenya. When I failed, my Kampala and Nairobi creditors had come to Mbale. I told them I could not pay my debts in full. All the Nairobi creditors did not come to Mbale. When I came to Kenya, I told my creditors there that I could not pay my debts in full and that I had to offer a composition. I told the Nairobi and Mombasa creditors the same thing." There is here a declared inability to pay his debts in full, and an offer of composition. There is no specific notice to any of his creditors that he had suspended or was about to suspend payment of his debts and

the question is whether the offer of a composition together with his declared inability to pay his debts amounted to a notice that he had suspended or was about to suspend payment. The test is what effect must such words have on those to whom they were addressed. If there be any doubt

on the point, the answer should be that the words do not amount to a statutory notice. Though I was at first inclined to think that they did, on consideration I find myself not merely in doubt but of the opinion that I should require stronger evidence before holding that there had been a statutory notice. I hold that no act of bankruptcy has been proved, and that consequently the deed does not require registration. It now remains to be considered whether the plaintiff on the pleadings and the facts of the case is entitled to succeed. The case on the pleadings is that by reason of the deed to which I have referred he is barred from bringing an action on the original promissory notes. It was also contended before us that because of certain evidence on the record showing that he had entered into a secret and fraudulent arrangement with the defendant in so far as the other creditors are concerned he must fail. The position to my mind is as follows: Had there been no fraud, it would have been incumbent on the defendant to procure promissory notes and offer them to the plaintiff. In default of doing so, the plaintiff would be remitted to his original cause of action, which would have been suspended by the deed but would have revived on the default. Now how is the position altered by the evidence of the plaintiff that the deed was brought about by a fraud between himself and the defendant? The defendant would be bound to procure and offer the promissory notes to the plaintiff, and the plaintiff would be bound in law to accept them. Neither party could be allowed to depart from the legal position established by the deed: the defendant would not be allowed to excuse himself from fulfilling his obligation to tender the promissory notes on a plea that because of a secret fraudulent arrangement between himself and the plaintiff the offer would be a futility, neither would the plaintiff, if offered the notes, be allowed to refuse them (and, in passing, I would observe he would not be likely to do so). In short, neither party would be allowed to invoke the fraudulent arrangement, but both would be held to the terms of the deed. Mr. Budhdeo has protested that it is the defendant who desires to depart from the terms of the deed, excuse himself from the performance of an essential term of the proposal put before the creditors. The deed did not operate as a release until such time as payment of the last instalment provided for therein had been made, and where there was failure to procure and offer the notes. any one of the creditors was, in my opinion, entitled to file a suit on his original cause of action. Mr. Budhdeo's argument on this part of the case is, in my opinion, sound, and should prevail. I would allow the appeal with costs in this Court and the Court below, and direct that judgment be entered for the plaintiff as prayed.

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://ulii.org/akn/aa/judgment/eaca/1933/2/eng@1933-01-01>

CASE PAGE <https://chat.esheria.ai/case-law/uganda/lalji-v-ahmed-ca-141933-1933-eaca-2-1-january-1933-unknown-topic-unknown-court-1933--6a3ea4d93b1caa91297e5f94>

Prepared on 14 October 2026 · Esheria