

Mogha's

The Indian conveyancer

THIRTEENTH EDITION

J. M. Srivastava
G. C. Mogha

Eastern Law House

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The INDIAN CONVEYANCER

by

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LATE SRI P. C. MOGHA

PREFACE TO THE THIRTEENTH EDITION

It has given me great pleasure in revising the celebrated work of Shri P.C. Mogha, which has held a pre-eminent position for the last sixty five years. The popularity of the book is evident from the fact that the present edition had to be brought within a period of four year.

Intention of the parties governs most of the documents but that runs the risk of being miscarried unless expressed with precision in guarded language. The preliminary notes contain the law on every topic in a capsule form. They cannot in the nature of things be exhaustive, but whatever is contained there in is a precise and accurate summary of the law. Attempt has been made in this edition to further elaborate and clarify within reasonable limits, the technicalities with reference to statutes and up-to-date decisions of the Apex Court and the High Courts. The precedents are of standard forms capable of suitable adaptation to facts in each case.

I wish and hope that this revised edition will be as useful to the Bar and the Bench as its predecessors.

Lucknow :
25-01-2004

J.M. SRIVASTAVA

PREFACE TO THE FIRST EDITION

A long preface or introduction or apology is not needed for the publication of a book of this kind, as its want has been long felt by the legal profession in the Country. The work of Conveyancing in the mofussil is in the hands of untrained deed writers having no knowledge of law and pleaders are rarely consulted. When they are consulted in complicated cases, they find it difficult to give proper advice about the forms and language of the draft as neither have they had any training in the art of Conveyancing, nor is there any book which gives precedents suited to Indian conditions. There are excellent books of English precedents, and, in the absence of an Indian book, pleaders depend on them; but as the precedents are generally overladen with technical expressions of English law which are neither required nor understood even by lawyers in this Country, the pleaders find it somewhat difficult to adapt them properly to their needs. The result is that either they produce drafts full of expressions which are not fully understood and most of which are not necessary, or in their attempt to simplify and curtail the draft they omit something which is essential and produce a draft wanting in an essential ingredient.

In this book, forms for deeds of everyday use in India have been set out in simple language, devoid of highly technical expressions, as far as possible but no attempt has been made to revolutionise the entire system. English forms have been adopted but have been modified so as to omit all that is not required according to the Indian law by reason of any covenants or conditions being implied by statutory provisions, and to add some others which being implied by English Law are omitted there but are necessary as there is no corresponding implied covenant in Indian law. In the Introductory portion of the book general principles of Conveyancing have been stated, and in the preliminary notes appended to the subject, so far as it is necessary

for conveyancing purposes, has been briefly stated, and the points to be borne in mind in drawing a conveyancing on the subject have been shown. It is also indicated what modifications in the English precedents are necessary and why. Provisions of Stamp and Registration laws have also been referred to. These notes will be found very useful and it is recommended that, before drawing up any conveyance and referring to the relevant precedents in the book, the draftsman should study these notes.

The precedents are arranged in groups according to subjects on the model of English books of Precedents, and are alphabetically arranged.

As this is the first book of its kind in India, the author is not fully confident that it contains all that is required and that there is no room for improvement. He will feel grateful to any lawyer who will point out any errors, shortcomings or defects which he may come across, or will kindly make suggestions as to any class of precedents which may usefully be added.

LUCKNOW
January 1, 1938

P.C. MOGHA

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