⇒ The authority for the application of the rule in India is the decision of the Privy Council in Jamna Das v. Ram Avtar (1911).

In this case, A had mortgaged some property to X. A then sold this property to B, B having agreed with A to pay off the mortgage debt to X. X brought an action against B to recover the mortgage money. It was held by the Privy Council that since there was no contract between X and B, X could not enforce the contract to recover the amount from B.

∴⇒ **Exceptions to the Rule that a stranger to contract cannot sue**

(a) **Trust of contractual rights** ∴⇒

One of the exceptions to the doctrine of Privity of contract was recognised by Lord Haldane in Dunlop Pneumatic Tyre Co. v. Selfridge & Co. itself. While it was mentioned that only a party to a contract can sue on it and no such right is conferred on a third party, it was also stated

→ The basis of an action by the third party in such a case is actually not the enforcing of contract but the right conferred by a particular contract in favour of a third party in the form of trust, etc;

e.g. In a contract between A and B, beneficial right in respect of some property may be created in favour of C. In such a case, C can enforce his claim on the basis of the right conferred upon him.

→ Indian Law has also recognised this exception through the decision of the Privy council in Khwaja Muhammad Khan v. Hussaini Begum (1910). In this case, there was an agreement between the father of a boy and a girl that if the girl (plaintiff in this case) married a particular boy, the boy's father (defendant in this case) would pay certain personal allowance known as Khaarch-i-pandan (betel-box expences) or pin money to the plaintiff. It was also mentioned that a certain property had been set aside by the defendant and this allowance would be paid

The plaintiff married the defendant's son but the defendant failed to pay the allowance agreed to by him. On an action by the plaintiff to claim this allowance, the defendant contended that his contract to pay this allowance had been made only with the plaintiff's father and not with the plaintiff, she being a stranger to the contract cannot sue.

The defendant's contention was that Tweddle v. Atkinson, (1861); which debars an action by a stranger to the contract, should be applicable in this case. It was held that in the present case, the basis of the plaintiff's claim being a specific charge on immovable property in her favour, she is entitled to claim the same as a beneficiary, and as such, the common law rule is not applicable to the facts and circumstances of the present case.

(b) Provision for marriage expenses or Maintenance under a family arrangement

where provision is made in a partition or family arrangement for maintenance or

Such an action has been allowed in many cases where, on the partition of joint family property between the male members, a provision is made for the maintenance of the female members of the family. The basis of the recognition of such an action is the application of the rule laid down in Khwaja Muhammad Khan v. Hussaini Begum, to such situations.

(c) Charge :=>

where a charge is created in favour of a stranger, he can sue in his own right.

(d) Agreement :=>

where there is a direct agreement to pay to the defendant who constitutes himself as the agent of the third party.