



Contract Act, S. 171 - Lien - Unless a person is a party to a loan transaction in whichever capacity, the question of the Bank's exercising the general lien vis-à-vis the property of that person—even if he or she were the spouse of the contracting party does not arise

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[contract](#) Act, S. 171 - [lien](#) - Unless a person is a party to a [loan](#) transaction in whichever capacity, the question of the Bank's exercising the general lien vis-à-vis the property of that person—even if he or she were the spouse of the contracting party—does not arise. Put differently, it falls foul of the contractual obligations of the banker and customer - Question of the husband's implicitly incurring a liability on the [contract](#) entered into by his wife with a third party, in the absence the husband's express or implied consent thereto, does not arise - Had it been a case of contract between wife and husband, given the statutory obligation of spousal [maintenance](#), the parameters, of course, would have differed - Evidently the wife contracted, as the record reveals, the loan having provided the sureties, who do not include her husband - The husband, in fact, contracted the loan subsequently - Bank's plea that it bona fide believed that the petitioner could offer his property as security is to be discounted - For by the time the wife took the loan, the husband was not at all in the picture—his loan was subservient. [Para 26, 27, 28]

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