

“14. In Pollock & Mulla on Indian [Contract](#) and Specific Relief Act, Tenth Edition, at page 728 it is observed thus:

Co-extensive-Surety's liability is co-extensive with that of the principal debtor...

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17. [In The Hukumchand Insurance Co. Ltd. v. The Bank of Baroda and Ors.](#): AIR 1977 Kant 204, a Division Bench of the High Court of Karnataka had an occasion to consider the question of liability of the surety vis-a-vis the principal debtor. Venkatachaliah, J. (as His Lordship then was) observed:

The question as to the liability of the surety, its extent and the manner of its enforcement have to be decided on first principles as to the nature and incidents of suretyship. The liability of a principal debtor and the liability of a surety which is co-extensive with that of the former are really separate liabilities, although arising out of the same transaction. Notwithstanding the fact that they may stem from the same transaction, the two liabilities are distinct. The liability of the surety does not also, in all cases, arise simultaneously.

18. It will be noticed that the guarantor alone could have been sued, without even suing the principal debtor, so long as the creditor satisfies the court that the principal debtor is in default.”

[State Bank of India v. Indexport Registered and others](#), [1992] 75 Comp Cas 1 (SC)