# Bonhams

# Modern and Contemporary South Asian Art

New Bond Street, London | 24 May 2022



## Modern and Contemporary South Asian Art

New Bond Street, London | Tuesday 24 May 2022 at 1pm

#### BONHAMS

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#### SALE NUMBER

27432 Lots 1 - 110

#### A Charity auction

**of Pakistani Art** 27947 Lots 1 - 20 (p.158) at 2:30pm approx.

#### ILLUSTRATIONS

Front Cover: lot 46 Inside Front Cover: lot 23 Inside Rear Cover: lot 18 Rear Cover: lot 6

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### Islamic and Indian, Middle Eastern and South Asian Art

#### London











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# Modern and Contemporary South Asian Art

Lots 1 - 110



#### 1 \*

#### MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011) Untitled (Horse) signed and dated '81 lower right

signed and dated '81 lower right watercolour on paper 48 x 35cm (18 7/8 x 13 3/4in).

£4,000 - 6,000 €4,800 - 7,200 \$5,200 - 7,800

#### Provenance

Acquired directly from the artist in December 2007 in London.

#### ABDUR RAHMAN CHUGHTAI (PAKISTANI, 1897-1975)

Untitled (Under the Arch) signed lower left Etching 40.3 x 24.8cm (15 7/8 x 9 3/4in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

#### Provenance

Private UK Collection.

#### Compare

For an identical etching sold at Christie's see *South Asian Modern & Contemporary Art*, New York, 18th March 2014, lot 226.

#### 3

#### AHMED PARVEZ (PAKISTANI, 1926-1979)

Untitled (Metaphorical Landscape) signed and dated Ahmed Parvez 1963 lower left watercolour and mixed media on paper 63.5 x 41.2cm (25 x 16 1/4in).

£1,500 - 2,500 €1,800 - 3,000 \$2,000 - 3,300

#### Provenance

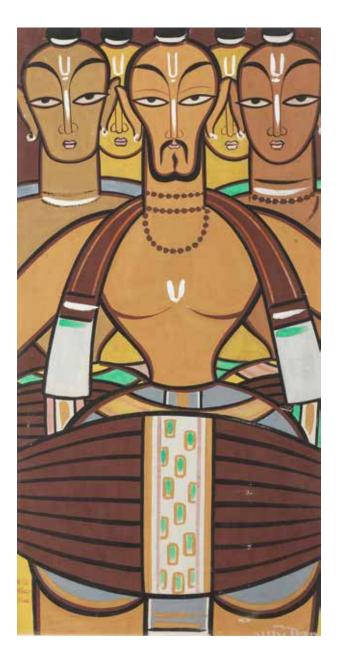
Private UK Collection.

#### Compare

For a similar work sold in these rooms, see *Modern and Contemporary South Asian Art*, London, 25th October 2021, lot 59.







#### **JAMINI ROY (INDIAN, 1887-1972)**

Untitled (Musicians) signed lower right gouache on cloth 77 x 39.5cm (30 5/16 x 15 9/16in).

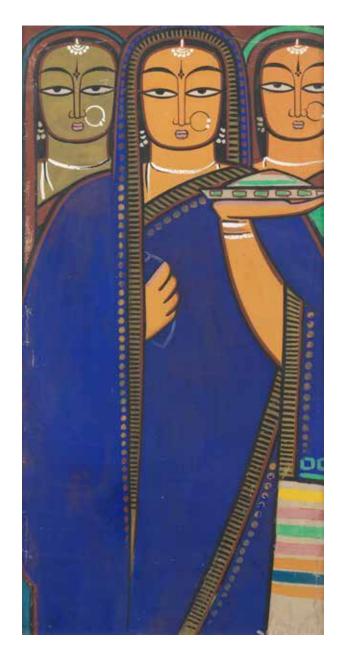
£6,000 - 12,000 €7,200 - 14,000 \$7,800 - 16,000

#### Provenance

Acquired in Calcutta between 1945 and 1954, when the current owner's uncle was employed in the freight department of the Kerr Steamship Company. Private UK collection, Leicestershire, UK.

#### Compare

For a similar work sold at Sotheby's see *Boundless: India*, India, 15th November 2019, lot 51.



**JAMINI ROY (INDIAN, 1887-1972)** 

Untitled (Bride with two companions) signed lower right gouache on cloth 75 x 38cm (29 1/2 x 14 15/16in).

£6,000 - 12,000 €7,200 - 14,000 \$7,800 - 16,000

#### Provenance

Acquired in Calcutta between 1945 and 1954, when the current owner's uncle was employed in the freight department of the Kerr Steamship Company. Private UK collection, Leicestershire, UK.

#### Compare

For a similar work sold at Sotheby's see *Modern & Contemporary South Asian Art*, London, 29th September 2020, lot 2.

A Rare And Important Still Life By Shemza From The Artists Solo Exhibition In 1956 'In twentieth century Abstract Art, the artists' expressions are arrived at through their appreciation and analysis of still life, landscape and figure reduced to the significance of still life.'

Anna Molka, 1956

### ANWAR JALAL SHEMZA (BRITISH PAKISTANI, 1928-1985)

signed and dated 'A Shemza 55, lower left oil on canvas on board 61 x 48.2cm (24 x 19in).

£40,000 - 50,000 €48,000 - 60,000 \$52,000 - 65,000

#### Provenance

Acquired from the artist by Mr Ejaz Batalvi and lent by him to the artist's 1956 Exhibition. Mr Batalvi is credited in the 1956 exhibition catalogue which is included in this lot;

Acquired by the vendor from Mr Batalvi's son in December 2019.

#### Exhibited

A. J Shemza, *Exhibition of Paintings*, List of paintings: Number 6, June 1956, (illustrated, unpaginated.)

#### Published

A. J Shemza, Department of Fine Arts University of the Panjab, Monograph Number Five, 1956, pg. 32-33

A. J Shemza, *Exhibition of Paintings*, List of paintings: Number 6, June 1956, (illustrated, unpaginated.)

The Blue Vase (Oil on canvas, 19 in. x 24 in.) is an early example of Anwar Jalal Shemza's modernist artwork from the 1950s and represents one of his first departures from the Bengal School Style. The painting was part of Shemza's first solo shows at the Department of Fine Arts, University of the Punjab, and at Karachi Arts Council in 1956.

The title bewilders the viewer as the centrally placed vase is richly painted in hues of yellow, green, and black. The four stems of varying lengths that the vase holds bear orange flowers. Another stem that lies horizontally in front of the vase, balances the colours of the flowers in the vase. The background and the foreground are painted in shades of dark brownish-black that help the vase and the flowers stand out. The white outline of the vase not only delineates the shape and its unusual angle, but also alludes to the material reality of the central object most probably glass. This interpretation gains traction from the fact that the entire 'roundness' of the base has been made 'visible' by the artist. The vase is placed on an elliptical concave woven tapestry that mimics the shape of its base. The richness of the painted tapestry is like a woven carpet - an industry to which Shemza's family belonged. The composition is design-intensive and bears witness to Shemza's training as a graphic designer from the Mayo School of Arts, Lahore (now, National College of Arts or NCA).

The form of the vase can be seen as a body that holds the flowers, and it is neither Eastern nor Western – suspended between observation and stylization. This is indicative of Shemza's intention to create not the study of still life, but rather to experiment with the new syntax of abstraction that had been introduced in post-colonial Pakistan through the works of Zubeida Agha (1922-1997) and Shakir Ali (1916-1975).

Anna Molka, an artist and art educator, writing on Shemza's work states:

By exploring new potentialities, these experimental artists had veered towards abstract art. Their concentration upon a semi-scientific method of indicating instantaneous light on form caused them to break the representational tradition of the West. Shemza's The Blue Vase does not conform strictly to cubism. It carries the characteristic aesthetics of traditional Indian painting – to deny the illusion and uphold the two-dimensional aspect of painting, hence showing multiple perspectives. Perhaps the in-betweenness of this painting can be understood in the context of the fact that at this time, Shemza, along with his young cohorts (members of Lahore Art Circle or LAC – a small artists' collective based in Lahore and functional from 1952-1958), was experimenting with the syntax of modern abstract art. He desired to move the art practices of the nascent country away from prevalent painting practices of traditional Indian painting and European academic style towards more avant-garde practices in order to begin engagement with the global art world.

Anwar Jalal Shemza was a painter, a designer, a writer and a teacher, commonly known by his pen name Shemza. He was one of the eight founding members of LAC which became the harbinger of modern art in Pakistan. Shemza's contribution to the art history of Pakistan and Britain came to attention posthumously in 2009 with two groundbreaking shows sponsored by Green Cardamom, London. The first show, curated by Iftikhar Dadi, was entitled Anwar Jalal Shemza: Calligraphic Abstraction, while the second, curated by Rachel Garfield was titled Anwar Jalal Shemza: The British Landscape.

Shemza was born in Shimla, India in 1929 to a Kashmiri family who owned a carpet business in Ludhiana. He received a diploma in Commercial Arts from the Mayo School of Art (now The National College of Arts, Lahore). Shemza inherited his love for reading and writing from his father who was a poet, and after migrating to Lahore, Pakistan, he started to mingle with Urdu writers through the literary circle called, Halqa-e Ahbab-e Zouq. Shemza himself was a talented writer and wrote several plays for Radio Pakistan, and various short stories and novels as well. His active engagement with the literary circle in Lahore enriched his critical thinking and enabled him to embrace modern trends that were visible both in visual arts and literary fields of study. While he was creating experimental paintings as part of LAC, Shemza was also changing the way of telling traditional folktales, by rewriting them with a modern twist. In 1956. Shemza was awarded a scholarship by the British Council to attend The Slade School of Fine Art, London, where he received a diploma in 1959. In Britain, the trajectory of Shemza's work once again shifted towards experimenting with the abstract nature of Islamic calligraphy and exploring the relationship between visual and textual practice. His interest lay in understanding the form of Islamic letters and various processes of deconstructing the structure of the shapes of alphabets, which proved to be his passion for next twenty-six years.

Shemza continued to teach at various educational institutes in Pakistan and the UK throughout his life. He was a prolific painter, who also dabbled into other mediums such as ceramics, printmaking, and drawing. During his life, Shemza exhibited in London, Tokyo, France, and Pakistan. His work is in the collection of several private collectors and art museums around the world including: Ashmolean Museum, Oxford and Tate Modern, London in the UK; Metropolitan Museum of New York and Minneapolis Institute of Art, in the US; the Guggenheim Museum, and Sharjah Art Foundation in UAE, and at the Lahore Museum in Pakistan. - Samina lobal

#### References:

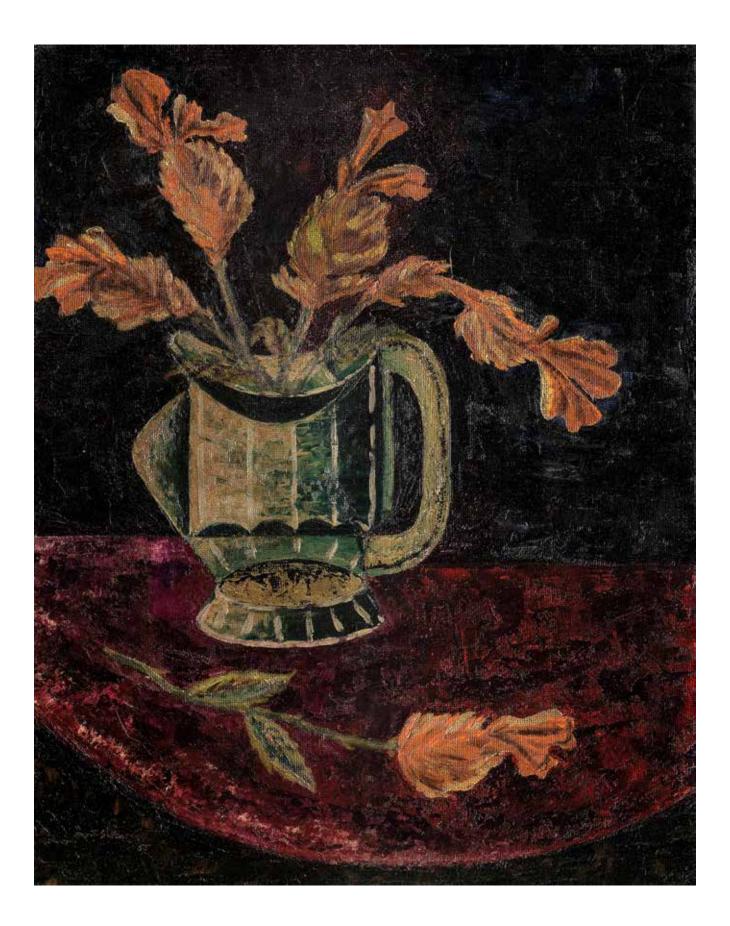
Dadi, Iftikhar. "Anwar Jalal Shemza and Calligraphic Abstraction" *Perspectives* London: Green Cardamom, 2009. Dadi, Iftikhar. *Anwar Jalal Shemza*. London: Ridinghouse, 2015.

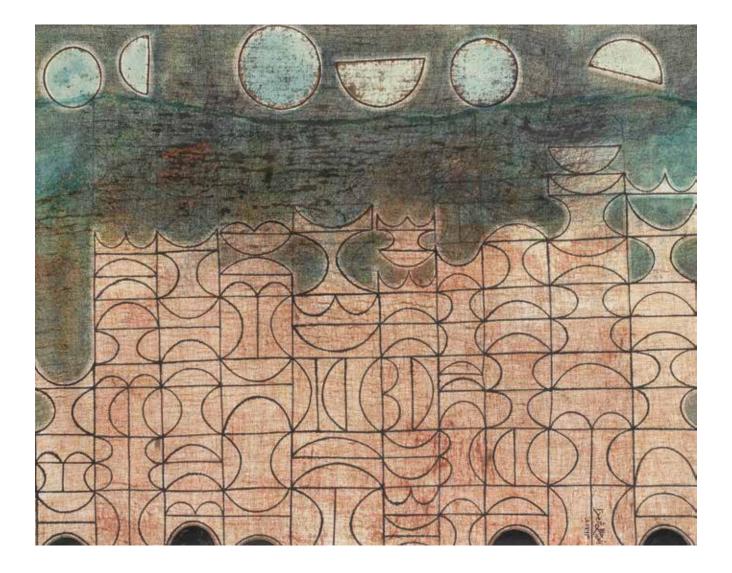
Garfield, Rachel. "Anwar Jalal Shemza, The British Landscape", *Perspectives 2*. London: Green Cardamom, 2009. Iqbal, Samina, "Modern Art of Pakistan: Lahore Art Circle 1947-1957", PhD. dissertation, Virginia Commonwealth University. 2016.

Iqbal, Samina, Willie Simone and Iftikhar Dadi. Naya Daur: Shakir Ali and Lahore Art Circle. Lahore: Sang-e Meel Publications, 2017.

Moheyuddin Zia. http://jang.com.pk/thenews/may2012-weekly/nos-06-05 2012/manto/abovenormal.asp. Pakistan. Accessed Jan 22, 2016.

Molka, Anna. "Anwar Jalal Shemza: Catalogue of the Exhibition". Lahore: Punjab University Press, 1956.





#### 7 ANWAR JALAL SHEMZA (BRITISH PAKISTANI, 1928-1985) The Orchard

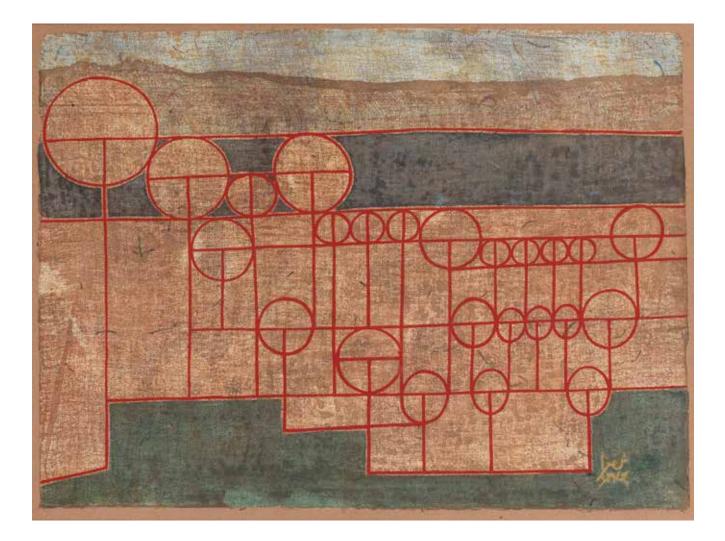
signed 'Shemza' and dated '1974' in Urdu lower right ink and gouache on paper *39 x 52cm (15 3/8 x 20 1/2in).* 

£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

#### Provenance

Private Collection, UK; Acquired from the artist by the vendor who is a family member. There are three labels' on the reverse with the artist's wife's name and address (77 Newport Road, Stafford, ST16 1DB, England, Telephone number: 0785227438), the title, medium, framed and unframed dimensions and the price ( $\pounds$ 5).

This lot resembles Shemza's Apple Tree series, where plant like forms are part of a landscape, the plants firmly rooted to the earth, with the sky above. A work from the Apple Tree Series dating from 1962, *The Apple Tree* will be featured as part of the Tate Liverpool's major exhibition, *Radical Landscapes*, which runs from the 5th May - 4th September 2022. The exhibition explores connections to the rural landscapes of Britain and will incorporate over 150 works from the diverse communities that make up Britain.



#### ANWAR JALAL SHEMZA (BRITISH PAKISTANI, 1928-1985)

Untitled (The Walls of Lahore) signed 'Anwar Jalal Shemza' and dated '1963' in Urdu upper right ink on paper 54.5 x 42.9cm (21 7/16 x 16 7/8in).

£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

#### Provenance

Private Collection, UK; Acquired from the artist by the vendor who is a family member.

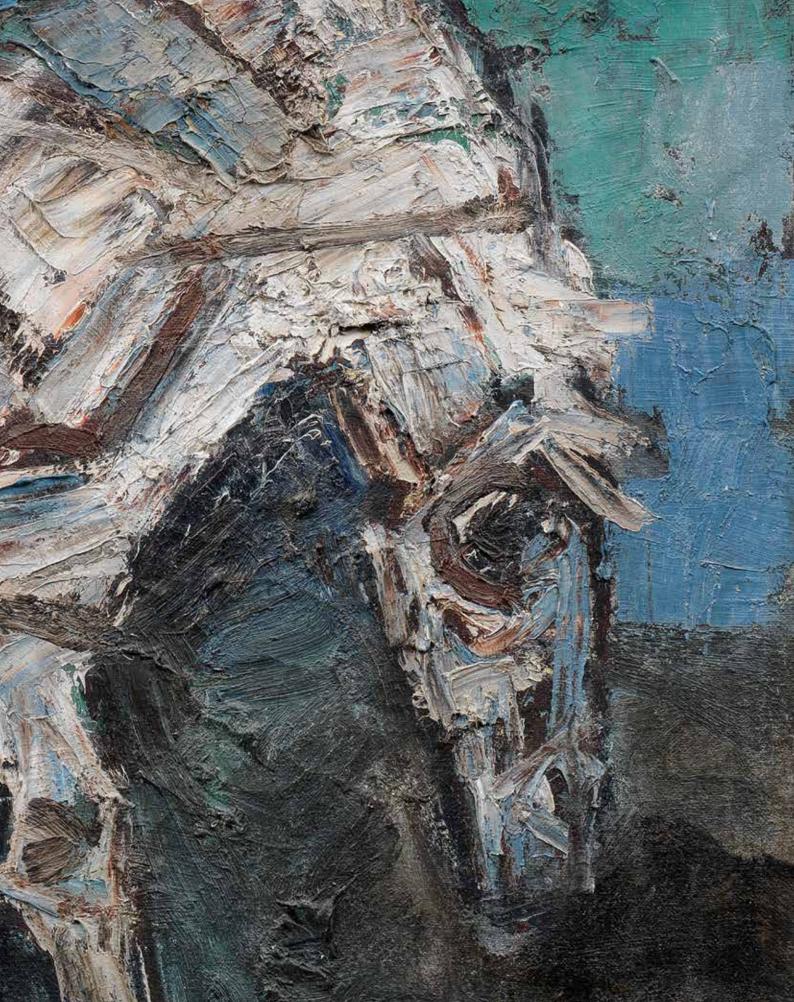
#### Compare

For a similar work, dating from 1960, sold at Christie's, see *South Asian Modern & Contemporary Art*, New York, 22nd September 2021, lot 676.

This work is part of the City Wall series, and it marries the two motifs that are a recurrent theme in Shemza's works, the City and the Wall. The City and the Wall have been constructed through the use of the Roman letters B and D, whilst the pattern itself was created using the materials of muslin and ink. Directly to the left of the City and Wall we can see the waxing and waning of the moons in the sky. In composition, this work is similar to the work, *The Wall* that was used as the catalogue cover for Hayward Gallery's seminal exhibition in 1989, *The Other Story* and is part of the collection of the Birmingham Museum & Art Gallery. Parallel's can also be drawn with *Untitled*, mixed media, which is in the National Museum of Art, PNCA, Islamabad. (Akbar Naqvi, *Image and Identity: Fifty Years of Painting and Sculpture in Pakistan*, 1998, p. 284, fig. 89)

"Like his bulls, spiders and lamps on women's thighs, boastful snakes and blackly passionate suns, Husain's horses are subterranean creatures. Their nature is not intellectualized; it is rendered as sensation or as abstract movement, with a capacity to stir up vague premonitions and passions, in a mixture of ritualistic fear and exultant anguish."

R. Bartholomew and S. Kapur, Husain, Harry N. Abrams, New York, 1972, p. 42



#### MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Untitled (Horse) signed in *Devanagiri* lower left, executed circa early 1960s. oil on canvas  $56 \times 40$ cm (22 1/16 x 15 3/4in).

£40,000 - 60,000 €48,000 - 72,000 \$52,000 - 78,000

#### Provenance

Private Collection of George and Norma Dove-Edwin, UK; Purchased by the vendor's between 1966-1968 when they were stationed in India.

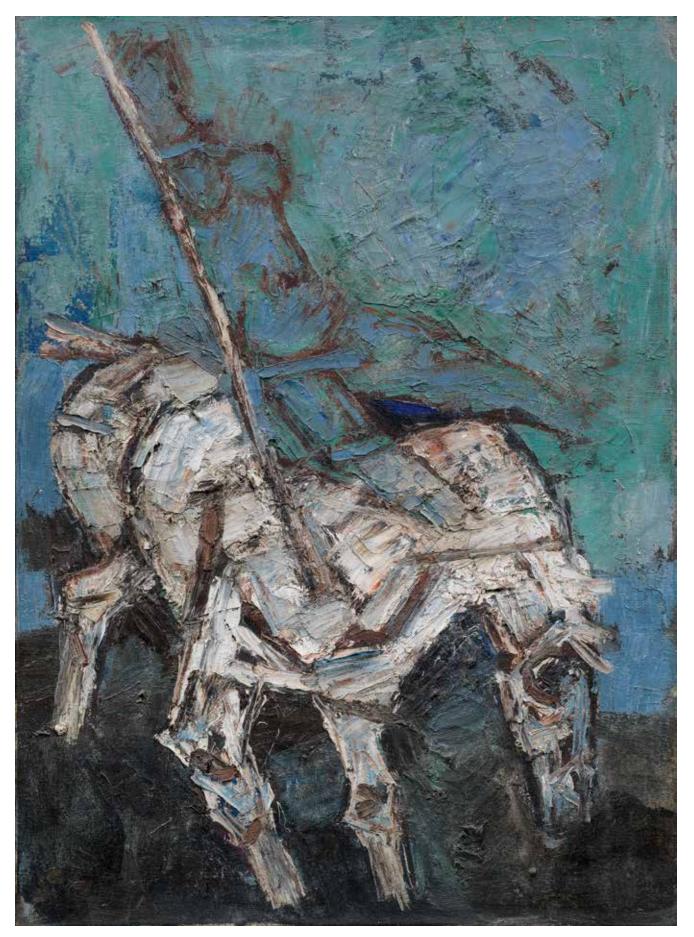
#### Compare

For a similar work sold in these rooms, see *Islamic and Indian Art including Modern and Contemporary South Asian Art*, London, 23rd October 2017, lot 309.

George Dove-Edwin (1928-2009) was a Nigerian Diplomat, in the country's post-independence years; Nigeria gained independence on 1st October 1960. He was well known in Britain, having served as the high commissioner in the UK from 1986-1992, the longest tenure of any Nigerian ambassador. He improved relations between the two nations whilst protecting national and African interests. Prior to his term in the UK, he was in the Nigerian foreign service, and he was posted in Washington, Egypt, India, Japan, Sweden and France. It was during his travels to these countries that he acquired art works from the local art scene, and it was in the course of his 2 year stay in India between 1966-1968 that he purchased the present lot, the Husain horse.

The horse has been one of the key elements in Husain's oeuvre since he first depicted the animal in 1951. The inspiration for his horses came from various sources, some of which include the classical and folk tradition of the *Panchtantra* and *Jataka* tales, Indian sculpture, prehistoric rock paintings, the iconic Duldul, Imam Husain's horse in the battle of Karbala and the Bankura horse of West Bengal. The horse in the present lot, clearly shows the influence of the traditional Bankura horse, with its distinctive elongated and erect neck, and raised ears. The blues deployed in the background and to create the almost translucent figure accentuates the white of the horse, drawing the viewers attention to the horse, the protagonist of the painting.

This work dates from the 60s, which was one of the most belicose decades in the history of modern India. In several works executed in the late 1960s/early 1970s Husain's horses reflect the mood of aggression and violence felt throughout the country. The depiction of this horse is entirely in line with those other works and is infused with the same feeling of aggression and anger. The horse can also be viewed as a victim of the violence and this is evident in the present lot as the nude blue figure is piercing the horse. For works of a similar style dating from the same period, which can be found in the collections of Brian Brown, a Private Collection and the National Gallery of Modern Art, New Delhi, see K. Bikram Singh, *Maqbool Fida Husain*, New Delhi, 2008, pp.172-184, figures 147, 150 and 160.





The sound of galloping horses seemed like a tremor to me. Its echoes do not seems to stop. All these horses running together raise a cloud of dust. Duldul - the horse from the battle of Karbala, Ashwamedh - reaching up to Luv and Kush. Luminous in their seven rainbow colours. Horses harnessed to the chariot of the Sun God, Bursting through the sky. Passionate horses, screaming with desire. The Chinese terracotta horses, Folk horses from the village of Bankura, Horses, with the beauty of a woman and the valour of a man.

M.F. Husain in R. Siddiqui, In Conversation with Husain Paintings, Books Today Group, 2001, p. 114

10 \*

#### MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Untitled (Horse) signed lower right acrylic on canvas 76 x 60cm (29 15/16 x 23 5/8in).

£50,000 - 70,000

€60,000 - 84,000 \$65,000 - 91,000

#### Provenance

Acquired directly from the artist in December 2007 in London.

#### Compare

For a similar work sold in these rooms see *Islamic & Indian Art Part II, Modern & Contemporary South Asian, Middle Eastern & Turkish Art,* London, 23rd April 2013, lot 414.

Husain's rapture with the horse motif was formed after the recurrence of this symbol at numerous points in his life. An early influence was the procession to mourn and commemorate the Prophet's grandson, Husayn ibn Ali, during the Islamic month of Muharram, when a tazia or effigy of Husayn ibn Ali's horse was carried through the streets.

In 1952 Husain visited China and was struck by both ancient Chinese pottery and paintings, in particular that of the Sung dynasty renderings of horses and by the works Xu Beihong. The dramatic monochromatic lines had the deftness of certainty yet also the fluidity of motion.

This undated acrylic on canvas created in the latter part of Husain's career encapsulates his various influences and is bolstered by the inclusion of the 137th verse of chapter 3, the Family of Imran from the Qu'ran, which says that similar situations [as yours] have passed before you, so travel through the earth and see what was the end of those who disbelieved [in the Oneness of Allah, and disobeyed Him and His Messengers]. The vibrant yellow of the horse pitted against the red background echoes this verse, and is both theatrical and striking, making it a quintessential Husain painting.

Arabic ضرألا يف وريس نيبذكملا متبقاع ناك فيك

Roman Siro fil arz Kaifa kaana aakebatul-mukazabeen

English Explore the world How was the end of liars



Lot 667 from 26793, 9th December 2021.





'There is an exalted dignity about the people who inhabit Husain's canvasses. Peasants, workers, craftsmen, women toiling in fields of huddled together in conversation all have self-contained poise, the stoic patience and grace associated with the common people. He captures their postures and lineaments their distinctive ethos and culture...not by physiognomy or costume alone are they differentiated, but in their total bearing and presence.'

Alkazi, M.F. Husain: The Modern Artist and Tradition, New Delhi, 1978, p. 22

#### 11 \*

#### MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Untitled (Cow and White Lady) signed and dated Husain 1956 lower right oil on canvas 40 x 55cm (15 3/4 x 21 5/8in).

£80,000 - 120,000 €96,000 - 140,000 \$100,000 - 160,000

#### Provenance

Private Collection, France; Acquired from the artist by the vendor in 1956/1957 in Pondicherry.

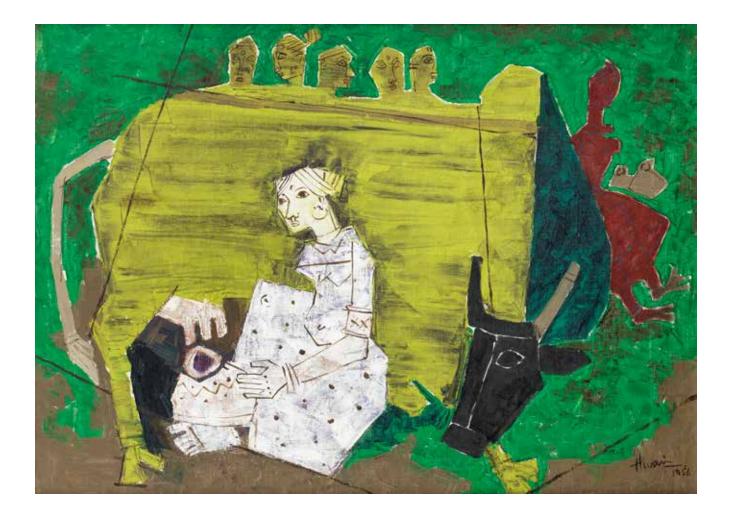
#### Compare

For a watercolour depicting a similar composition dating from 1957, see Sotheby's, *Modern & Contemporary South Asian Art*, London, 25th October 2017, lot 13.

Note: The work is in its original frame.

Husain's paintings in the 1950s were an amalgamation of various influences that included Gupta sculptures, Basholi miniatures, Chinese calligraphy, Western Art, and the Partition of India in 1947. Whilst it is difficult to attribute which source played a more pertinent role in each of his works, it would not be erroneous to say that the aftermath of Partition is evident in the present lot. Husain chose to remain in India after 1947, despite being a practising Muslim. He travelled extensively around the country and in order to reconcile his decision and articulate it artistically he chose to identify with the rural and tribal people of India, who despite their differing religions, were unified in their poverty. Husain's works from this period therefore are dominated by the rural cultural landscape of India, and the present lot is an archetypal example of this. For another work of a similar style dating from the same period, see K. Bikram Singh, *Maqbool Fida Husain*, New Delhi, 2008, p.75, figure 57.

Critic Yashodhara Dalmia goes further and has drawn parallels between Husain and Amrita Sher-Gil's rural themed works, delineating that 'Husain drew from the classical, the miniature and folk and attempted to meld it into a language which formulated the present. It allowed him to express a perceived reality which while being seamless, mythical and vast was at the same time hurtling towards industrialisation and modernisation. Husain took Amrita's legacy further toward a more authentic stage. His villagers are not particularly beautiful; but surrounded by their tools, their animals... they appear more truly alive, secure and rooted in their environment.' (Dalmia, *The Making of Modern Indian Art: The Progressives, Delhi, 2001, p. 107* 





'This Untitled work integrates much of Husain's visual langauge of horses, women and the sage Vyasa.'

#### MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Untitled signed in *Devanagiri* lower right and signed and dated Husain '83 verso oil on canvas 86 x 152.4cm (33 7/8 x 60in).

£150,000 - 200,000 €180,000 - 240,000 \$200,000 - 260,000

#### Provenance

12 \*

Private Collection, Delhi; the vendor's family were patrons of the artist.

#### Compare

For a similar work combining Husain's key motifs dating from 1977, see Sotheby's, *Contemporary Indian Paintings: The Chester and Davida Herwitz Chartable Trust*, New York, 12th June 1995, lot 76.

This Untitled work integrates much of Husain's visual language of horses, women, and the sage Vyasa. There are various examples of his most iconic motif, the horse and explanations for the inspiration behind his horses in this auction, however, what distinguishes the horses in the present lot from the others is that they are portrayed here with gaping mouths and wide staring eyes, and illicit a reaction from the viewer through their ferocity.

Husain's depiction of women on the other hand and as evidenced in this lot, do not arouse a reaction, as they are ascetic, stripped of their exterior embellishments and without any of the abundant sexuality found in Indian sculptures, from which he took inspiration. (Y. Dalmia, <i>The Making of Modern Indian Art: The Progressives</i>, Oxford University Press, Delhi, 2001, p. 110-111). It is later on in the 1970s that the artist focuses on the female figure as an erotic subject matter, and his nudes evolved from a formal study of the female figure to an embodiment of the emotions that woman creates in man.

The late 1960s witnessed the emergence of Husain's depictions of the Epics. He started to paint characters from the <i>Ramayana</i> and <i>Mahabharata</i>, having met the socialist leader Ram Manohar Lohia, who encouraged Husain to paint for the villagers. Vyasa, the sage depicted here recited the <i>Mahabharata</i> to Ganesha, who was the scribe who wrote it.

This lot contains Husain's strongest iconography and marries it with the line, that was Husain's strongest forte according to Yashodhara Dalmia. He has employed the line with a relentless yet economic energy, and the deft strokes emerge from his early acquaintance with calligraphy. Husain himself said that the 'line is a virile force with keen latent mobility, which in spite of being imperceptible in nature, is constantly striving to assert itself.

In terms of the symbolism of the work, Husain probably best describes it himself, when he says, 'They have no extra-pictorial significance, as images [...] They may be symbolic if the particular relationship is effective - because two images when placed together act upon each other. The symbol then derives its life from the energy released.' (R. Bartholomew and S. S. Kapur, <i>Husain</i>, New York 1971, p. 21).





#### 13 \* JAMIL NAQSH (PAKISTANI, 1938-2019)

Figure with Pigeon II signed and dated '06 lower left and signed verso oil on canvas 122 x 91cm (48 1/16 x 35 13/16in).

£40,000 - 60,000 €48,000 - 72,000 \$52,000 - 78,000

#### Provenance

Acquired by the vendor from Albermarle Gallery, London in 2009.

#### Published

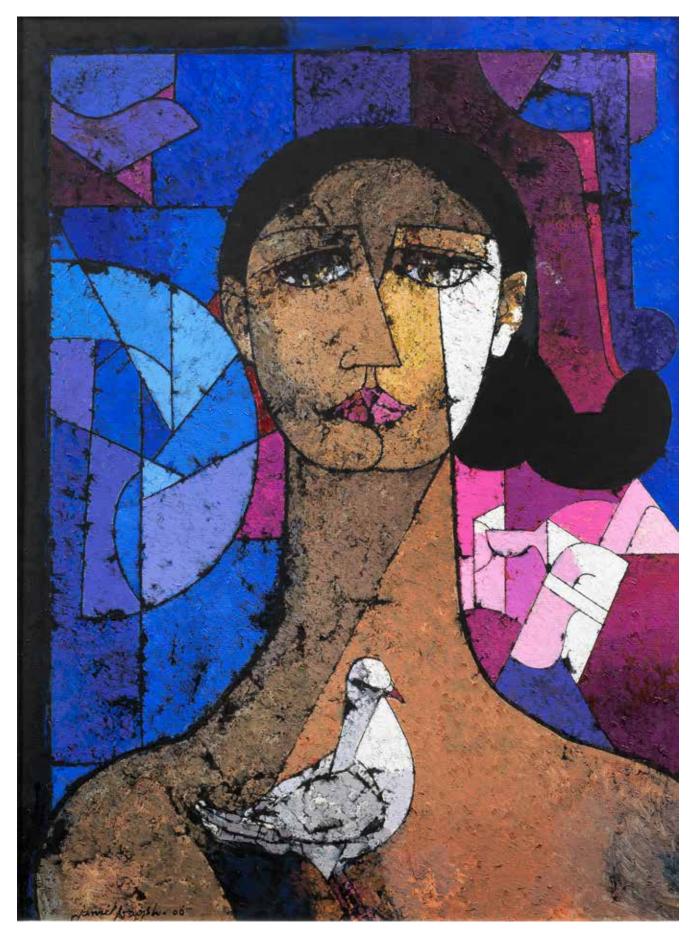
Albermarle Gallery, *Jamil Naqsh: A retrospective*, plate 51, 2011. Nigaah Magazine: Arts and Culture from South Asia, Volume.1, Seventy Three, 2018.

#### Compare

For similar works sold in these rooms, see *Modern and Contemporary Arab, Iranian, Indian and Pakistani Art*, Dubai, 3rd March 2008, lot 115 and *Modern and Contemporary South Asian Art*, London, 27th May 2016, lot 59.

Jamil Naqsh is perhaps best known for his two leitmotif's, images of pigeons, or of pigeons and women combined, as evidenced in the present lot. These motifs are important in Naqsh's oeuvre and possess numerous meanings. One such meaning is that the birds represent domestic harmony drawn from memories of his childhood in Kairana, where birds used to frequent his family home. They would fly in and out through open windows, strut around the courtyard and peck at the grains left for them, whilst the depiction of women could be seen to be reminiscent of his mother, who passed away whilst he was still a child. These works could also be interpreted as being deeply romantic, with the pigeons being seen as messengers of love.

Naqsh was influenced by various artists and artistic movements. Some of these included Mughal miniature painting, the erotic reliefs on the temples of Khajuraho, Puri and Bhuvaneshwar created between 950 and 1150 c.e., European and American Modernism and the European Old Masters. Naqsh's success lay in his ability to merge the techniques of these various schools, and to come up with his own idiom. In the present work, from the latter part of his career, we can see the fusion of Cubist elements and the geometrical division of the pictorial space, and yet the work is distinctly modern in its abstraction and lack of ornamentation. Far from Naqsh's depiction of the same subject being seen as repetitive, it is testament to his abilities that he managed to stay engaged and explore the same subject continually, in minute detail and in an infinite variety of tones and textures. To see more examples of these works from across his artistic career, see Mohatta Palace Museum, Karachi, *Jamil Naqsh: A retrospective*, 2003, pp. 60-107.



'Commonly referred to as the Bird and Mountain series, the paintings are luminous and induce a meditative calm. They are suggestive, open to interpretation: as an expression of the self's unity with nature, they can be seen as a visual equivalent to the transcendental principle expounded in the Upanishads.'

(A. Jhaveri, A Guide to 101 Modern and Contemporary Indian Artists, Mumbai, 2005, p.93)



#### JAGDISH SWAMINATHAN (INDIAN, 1928-1994)

Untitled (Mountain & Bird Series) signed and dated (indistinct) verso oil on canvas 78 x 114cm (30 11/16 x 44 7/8in).

£50,000 - 80,000 €60,000 - 96,000 \$65,000 - 100,000

#### Provenance

Private Collection, Mumbai; Acquired by the vendor from Baburao Bhalinge in 2006, who acquired the work from the artist in 1990.

#### Compare

For a similar work sold at Sotheby's see, *South Asian Modern & Contemporary Art*, New York, 16th September 2009, lot 528.

Swaminathan founded 'Group 1890' in 1962, alongside 12 other male members, some of whom included Gulam Mohammed Sheikh, Himmat Shah, Ambadas Khobragade and Eric Bowen. Many of these members had graduated from the University of Baroda, and they held their only exhibition, 'Group 1890' at the Lalit Kala Akademi, where they publicised their manifesto. Their manifesto was a call to artists to see phenomena in their 'virginal state,' and Swaminathan's canvases from his 'Bird and Mountain' series can be seen to emulate this. The canvasses feature mountains and levitating stones with the archetypal bird form. Painted with a delicacy and simplicity that is confounding, this work seeks to exemplify the ascent of man's inner being leaving the gross and the sullied. (J. Swaminathan, *20th Century Museum of Contemporary Indian Art*, presented online by Vadhera Art Gallery).

The series is heavily inspired from the folk and tribal art of India which feature lucid compositions, forms and bold use of colours, and the series therefore is a rejection of the romanticism of the Bengal tradition and the mannerism of modern European Art. The abstracted forms hint at a ritual significance and are reminiscent of Neolithic cave paintings found throughout Europe, Africa and Asia. The common theme pervading the series is the artist's spirituality and respect for nature as the guide to the unrealized and hidden.

The series is perhaps best described in Swaminathan's owns words, 'In the late 1960s I tried to probe the relation of colour to space and after a study of Pahari miniatures did a series called Geometry of Space. After the colour Geometry show I entered the now famous phase of the bird, the mountain, the tree, the reflection, the shadow, and it lasted for quite a while...However, the obsession was wonderful while it lasted and what tribute would a painter want then a letter from a collector saying that my work brought peace and tranquillity into her house.' (Lalit Kala Contemporary, Issue 40, March 1995, New Delhi, p.11)



# KRISHNA HAWLAJI ARA (INDIAN, 1914-1985)

Untitled (Still Life) signed 'Ara' lower right watercolour and gouache on paper 61.8 x 46.5cm (24 5/16 x 18 5/16in).

£6,000 - 8,000 €7,200 - 9,600 \$7,800 - 10,000

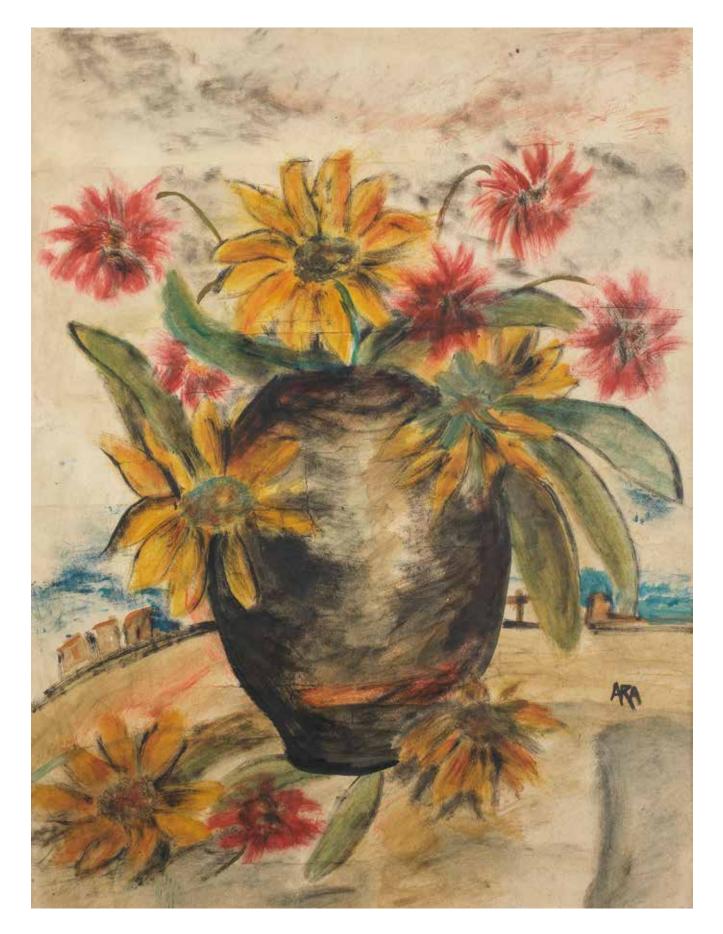
#### Provenance

Private Collection, India; Acquired from the artist's family member.

#### Compare

For a similarly styled vase and painting technique see *Christie's*, South Asian Art, Mumbai, 19th December 2013, lot 13.

It was around the late 1940s and all through the 1950s that Ara turned towards painting Still Life. His Still Life's have a deliberate roughness in both drawing and painting as can be seen in the present lot, and this is perhaps the most striking aspect of his paintings. The pink flowers drawn with minimal attention to detail, help distinguish his work from other artists and seeks to encapsulate what Ara wished to achieve in his works, which was the honest expression of form. Although Ara worked primarily in watercolours, his techniques evolved so that it looked as though his works were made using oil paints, as one might deduce when looking at the current lot. He achieved this by applying his colours straight from the tube and then spreading it in a dry impasto method. Ara's achievement perhaps lies in his abilities to combine sensuality with a calculated structuring that elevated and distinguished him from his contemporaries.



# 16 \* KRISHNA HAWLAJI ARA (INDIAN, 1914-1985)

Youth signed 'Ara' lower right oil on canvas 59 x 44cm (23 1/4 x 17 5/16in).

£10,000 - 15,000 €12,000 - 18,000 \$13,000 - 20,000

#### Provenance

Rudi von Leyden and thence by descent; Sotheby's, *Modern & Contemporary South Asian Art - Including Indian Miniature Paintings*, London, 8th June 2012, lot 32; Acquired by the vendor from the above.

## Exhibited

International Contemporary Art Exhibition, New Delhi

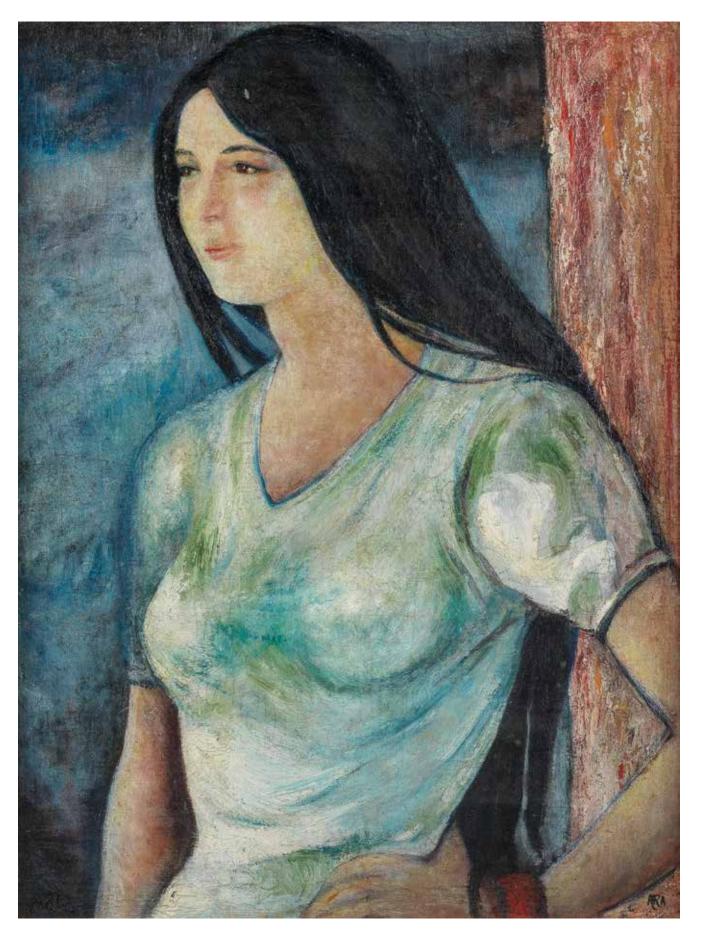
There is a label on the back, titled International Contemporary Art Exhibition, New Delhi(India) with the title of the picture: Youth, competition No: 1, medium: oil colour, Price: Rs. 450/Four Hundred and..., Name and address of the artist: K.H. Ara... The price and address is not decipherable.

Ara was a self-taught artist who was born in Bolarum, Secunderabad into poverty as the son of a chauffeur, and ran away from home aged 7 to Mumbai following his mother's demise and his father's remarriage. He supported himself in Mumbai by cleaning cars and then working as a houseboy. He was imprisoned for five months following his participation in the Salt Satyagraha during the Civil Disobedience Movement. Despite his economic plight and the challenges he faced, he was devoted to the pursuit of art, and carried on with his practice.

It was after the success of his first solo show, organised by Kekoo Gandhy at the Chetana Restaurant in Bombay in 1942, that Ara founded the Progressive Artist's Group, where he had opportunity to interact with several critics of the time. The present lot traces it origins to one of those critics, Rudi von Leyden from the Times of India. Von Leyden was a staunch supporter of Ara, and provided him with a stipend in order to hone his craft.

Although Ara started painting landscapes and still life paintings, he later moved to painting female nudes and portraits, as evidenced in the present lot. His medium of choice to paint also changed, from gouaches and watercolours to oil paints. He now favoured precision in his paintings over the jagged and brash strokes used to execute his earlier works. His art appears to be spontaneous and intuitive, and although there is no apparent nudity in the present lot, the lower half of this painting was obscured and unvarnished when it was exhibited at the International Contemporary Art exhibition in New Delhi, owing to the artistic practise at the time of depicting brazen nudity.

He exhibited widely during the early part of his career, and one notable exhibition includes the inaugural show of the Pundole Art Gallery in 1963. He was the recipient of the annual prizes of the Bombay Art Society, and was the founder and secretary of the Artists' Aid Centre and trutee of the Jehangir Art Gallery in Bombay. He was also a fellow and general council member of the Lalit Kala Akademi, New Delhi.

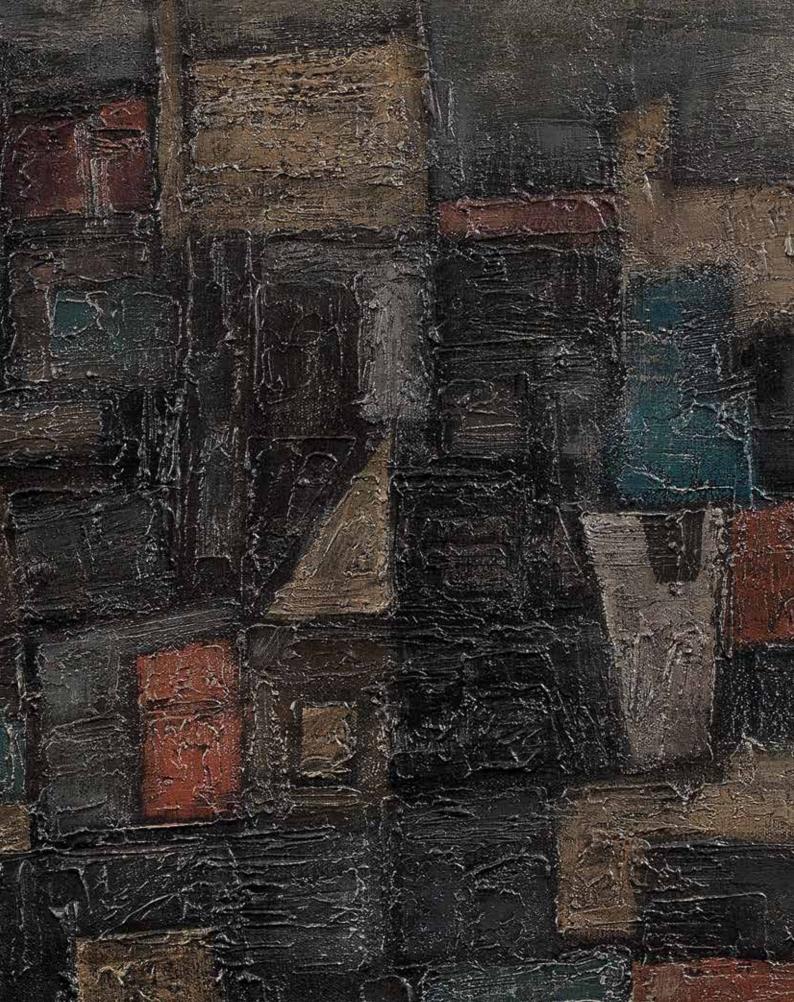


The main purpose of coming to Banaras was to make some sketches on the spot and feel its depth and intensity. I had to see and feel the city in terms of lines and forms with a new visual experience.

The second

- Ram Kumar in Ram Kumar: A Journey Within

The Property



# 17 \* RAM KUMAR (INDIAN, 1924-2018)

signed and dated '62 verso oil on canvas 78 x 55 cm (30 11/16 x 21 5/8 in)

£100,000 - 150,000 €120,000 - 180,000 \$130,000 - 200,000

# Provenance

Private Collection, Delhi; patrons of the artist. Private Collection, Delhi; acquired by the vendor from the above in 2014.

#### Compare

To see similar works dating from 1965 and 1966 respectively in terms of their composition, see, Vadehra Art Gallery, *Ram Kumar: a Journey Within*, New Delhi 1996, p. 101 and p. 99.

Kumar first visited Varanasi (formerly Banaras) in 1960 and the years from 1960-65 are usually referred to as his 'Banaras period'. This work captures that typical ghostly flavour of Kumar's landscapes, devoid of human beings, and which teeter on the verge of being abstract. He seemed to find this quality in Varanasi and it ties in with the traditionally spiritual nature of the city, though the full-blown emergence of both the abstraction and the spiritual is commonly held to come to the fore in his post-Varanasi work. The art critic Richard Bartholomew commented: 'He had gone to the city to interpret its visual experience in terms of colour and forms. The confrontation was intense - the doorways, arches and steps were his themes. The meander of forms constituted a dramatic structure. He noted the structure of the city as a relic, its wharfage and haven for the philosophy of death and passage of time.' (Thought, 11th March 1961, quoted in G. Gill (ed.), Ram Kumar: a Journey Within, New Delhi 1996, p. 102).

Perhaps the works' produced during this period are best explained by Kumar himself,

'In the solitary mountains of Simla, I became familiar for the first time with the new Kashi from the novels of Sarat Chandra when I was a small school boy. Somehow this fascinating, mysterious name was related to old age, windows, the river Ganga and death. At that time, I had never dreamt that it would become so significant to me both as an artist as well as a human being, that its shadow will linger on for such a long time.

I had gone to Banaras for the first time about 35 years ago. It was in the middle of winter. And I had reached the city late at night. The dimly lit lanes were deserted and gave an impression of a ghostly deserted city. Except for the occasional howl of stray dogs, all was quiet. I thought the city was inhabited only by the dead and their dead souls. It looked like a haunted place and still remains the same.

Wandering along the ghats in a vast sea of humanity, I saw faces likes masks bearing marks of suffering and pain, similar to the blocks, doors and windows jutting out of dilapidated old houses, palaces, temples, the labyrinths of lanes and bylanes of the old city, hundreds of boats - I almost saw a new word, very strange, yet very familiar, very much my own.

Sitting on the steps of Manikarnika Ghat, watching dead bodies some brought from distant villages in boats, waiting for their turn for liberation, I almost felt the disappearing boundary line between life and death. The temples of death, the smoke rising from funeral pyres, the waiting of the relatives of the dead, and the river Ganga flowing slowly without a sound - I could not remain a silent observer. And then the mysterious steps on every ghat emerged from the river leading upward to enter the dark labyrinths of the city which was submerged in the stark reality of daily life. The sacred Ganga in Varanasi is unique in the world. The city emerging at its bank has an overwhelming impact on people.

Every sight was like a new composition, a still life artistically organized to be interpreted in colours. It was not merely outward appearances which were fascinating but they were vibrant wit an inner life of their own, very deep and profound, which left an everlasting impression on my artistic sensibility. I could feel a new visual language emerging from the depths of an experience.

Ram Kumar, 1996 in Vadehra Art Gallery, *Ram Kumar: A Journey Within*, New Delhi 1996, p. 89.





# GEORGE KEYT (SRI LANKAN, 1901-1993)

Maya and Radha signed and dated 'G Keyt 48' upper left oil on canvas 68 x 66.7cm (26 3/4 x 26 1/4in).

£10,000 - 15,000 €12,000 - 18,000 \$13,000 - 20,000

#### Provenance

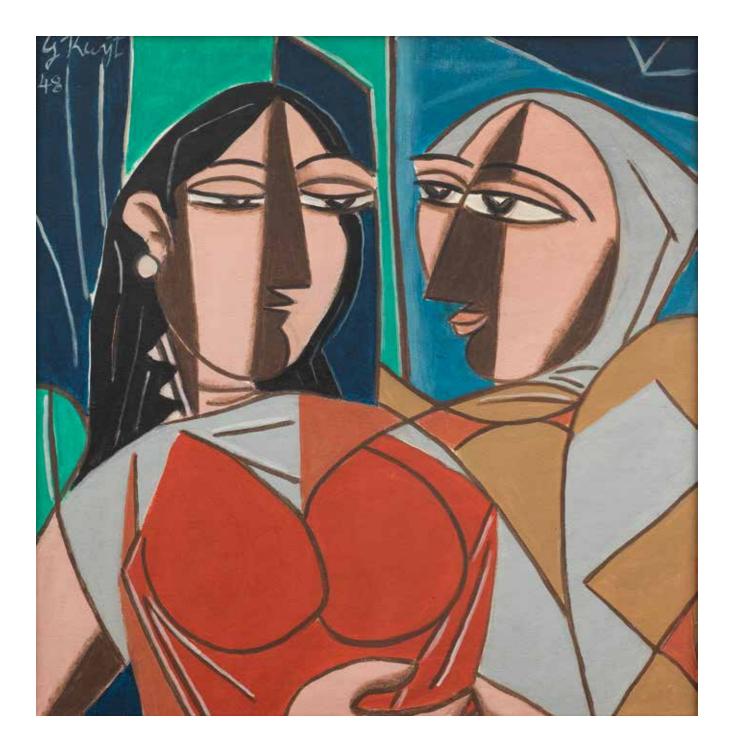
Indigo Blue Art, Singapore; Acquired by the vendor from the above in 2006.

#### Compare

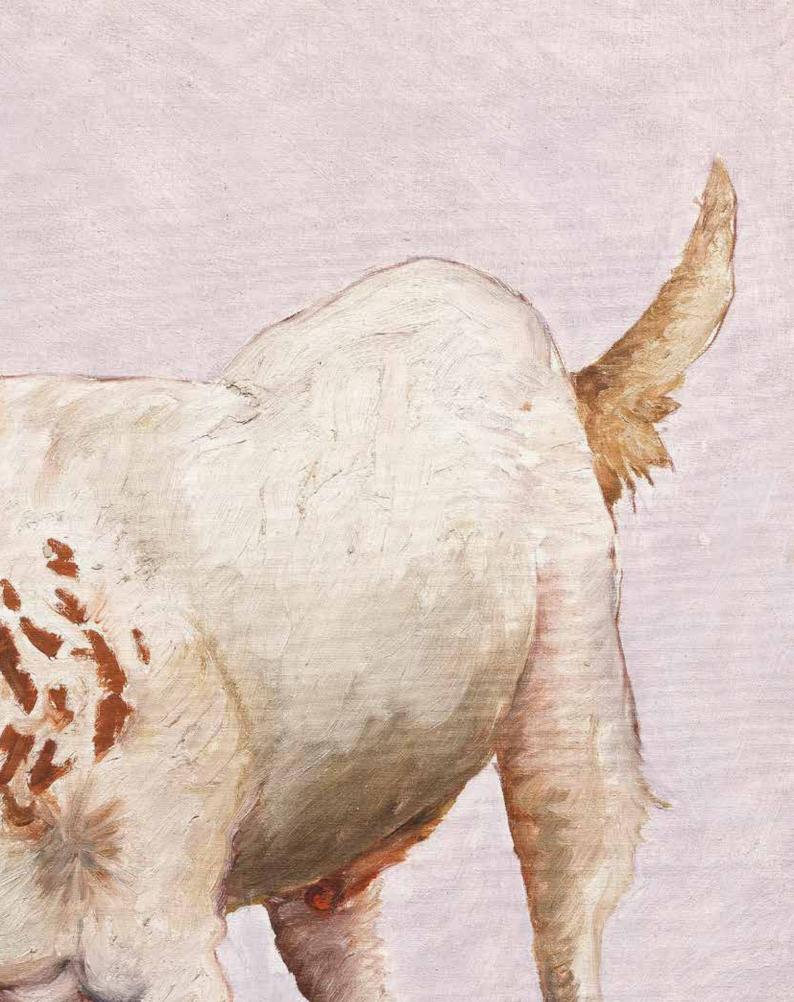
For a similar work sold at Sotheby's, see *Indian Art*, New York, 19th March 2008, lot 2.

In his enduring legacy as the most distinguished modern artist from Sri Lanka, George Keyt's vivid representations of Maya and Radha can be identified as one of the hallmarks of his artistic practice. Born in 1901, George Keyt started painting when he was 26 and developed a seminal style that grounds bounding lines and rich warmth of colour. A style that found its roots in Cubism, Fauvism and flourished under the influence of ancient South Asian fresco techniques found at Ajanta and Sigiriya.

A trademark of Keyt's figuration, the eyes of the two maidens in the painting bear the marks of the artist's signature stylisation, with their enlarged, almond-shaped eyes and exaggerated features with a focus on bold, crisp lines drawn from a distinct Cubist perspective. The blue, fauvist background of the scene conveys the life and exuberance of Sri Lanka and Keyt's love and passion for this land.



The composition of the goat and squirrel is interesting because it dates back to the years Manjit was exploring forms, still on the threshold of his later iconography, when pneumatically stylized figurations emerged in the compositions against flat backgrounds. - Ina Puri



# 19 \* MANJIT BAWA (INDIAN, 1941-2008)

Untitled (Goat and Squirrel) signed and dated 'Manjit 90' lower right oil on canvas 92 x 73cm (36 1/4 x 28 3/4in).

£70,000 - 90,000 €84,000 - 110,000 \$91,000 - 120,000

#### Provenance

Sotheby's, *Indian Art*, New York, 19th September 2006, lot 142. Pundole's, *The Fine Art Sale*, Mumbai, 29th August 2019, lot 69; Acquired by the vendor from the above.

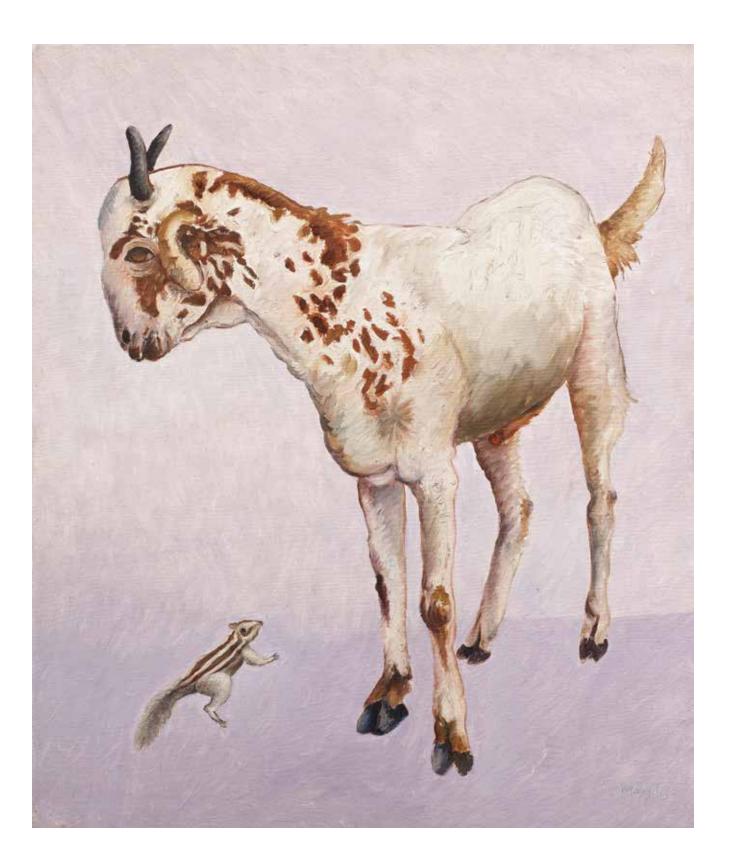
#### Tales of the Goat by Ina Puri

Maniit Bawa was fond of sharing stories of his childhood with those who would care to listen and spoke of the 'Panchatantra' in particular in reference to his lifelong affinity with animals. While pan-Indian mythology often became a subject that he painted, there was a parallel series of works devoted to animals and birds, often attributing qualities that were almost human in their expression. This work, of the goat, for instance, is a case in point. Unusually for the artist who was known for his penchant to use bright colours, the background in this painting is a luminous lilac. During one of our early conversations when the painter was reminiscing about his formative years as an artist, still training with his Master-moshai Abani Sen, he recollected an instance when the trees around the parks and streets of Delhi were bright with the mauve and lilac blossoms of Jacaranda. The paths were strewn with petals and flowers that had fallen from the trees and made an impact on his visual memory that remained. He became determined to use the same shade of lavender lilac in his compositions. This painting reminded me of his words, the challenge of using the gentle shade of violet as his background, which works so beautifully for the composition.

Having grown up amidst the rural landscape of Punjab, Manjit recollected his fondness for animals and anyone who has had the privilege of knowing him will vouch for the fact that he had a way with farm animals, even the most ill tempered ones. It is therefore no surprise that animals made their way often into his compositions, initially as studies and later in more stylized forms. Abani Sen's lessons on anatomy emphasized the importance of limbs and as his student Manjit learnt early to focus on the muscles and strength of the legs of a figure, beast or man. When we were working on his drawing show, Prabhakar Kolte had written: 'Manjit is passionately accustomed with the linear identity of his beloveds, both domestic and wild. While rendering them he takes for granted that their skeletons are made of spiritual breaths, which he can modify in order to free them from their conditional behavior, and when he succeeds, the forms overcome their given function and enter into their pictorial reality which stands poised in between the real and the unreal.'(Linear Geography of Man-Animal Relationship, Manjit Bawa Travelling Exhibition, 2001, Sakshi Gallery & Sa'ma).

The composition of the goat and squirrel is interesting because it dates back to the years Manjit was exploring the forms, still on the threshold of his later iconography when pneumatically stylized figurations emerged in the compositions against flat backgrounds. In 1990, the artist had moved away from the abstract phase and this work straddles the different periods delightfully. The image of the goat is almost startlingly realistic, its body marked with a smattering of brown. What makes the composition whimsical is the presence of the squirrel (similar colouring) jumping upwards, as if to greet the goat. While other works have similar pairings of animals (lions and lambs, lions and goats, bulls and tigers etc.) this one especially impacted me because in his exhibition in 2004 (curated by me and presented by Sakshi Gallery and Sa'ma) there was a beautiful painting of a goat with squirrels, albeit in a very different style, mood and palette. Beginning from the early times, compositions with the goat and squirrel pairing appear to be a favourite subject in Bawa's paintings, continuing till the last years.

The other element that strikes the viewer is the artist's dexterity when it comes to scale, especially in the case of the squirrel, which is perfectly detailed despite it's size. One must remember that Manjit was already painting his miniatures by then, therefore his ability to compose a diminutive creature (such as the squirrel) in great detail was to be expected. What makes it easy to relate to his work is the idealism and hopefulness with which it is composed. The fundamental attitude is one of celebration, of the co-existence of diverse pluralities that makes his artistic world a place, which is serene and tranguil. A deep believer of the Sufi philosophy, Manjit abhorred violence and this was reflected in his art, where it was forever, the hour of poetry and music, which was his alternate universe. The lens through which the artist would have composed this work may be his boyhood memories of Panchatantra where animals enacted in Moral Play scenarios and left the young reader with messages on how to conduct oneself responsibly, to treat lesser creatures with kindness. It might also transpire that the artist was revisiting his youth when he trekked long distances on foot to discover monuments and ancient sites, or forests where he would stop at intervals to sketch animals and birds before picking up his rucksack and walking on again. Manjit was an intrepid traveller and before he used the camera, it was his sketchpad that documented his journeys. Perhaps, it was the memory of one such image that inspired him to make a painting many years after he had actually sketched the creatures? What is remembered is saved from nothingness. What is forgotten has been rejected. The act of retaining this image and painting it for posterity gives the work its true worth. To quote the renowned film- maker Buddhadeb Dasqupta, whose documentary 'Meeting Manjit' had won the National Award in 2003: ' As a film-maker, I believe in infusing my art with the illusory, in taking elements of dream and magic from the world of reality. Maniit does the same. He plucks reality from his environment and the transforms it with the use of abstract figuration, boneless and pneumatic. Reality thus becomes in essence unreal and the unreal, real. Thus, in his abstractions, the painter never veers too far from the real; there is always a semblance of logic in his abstractions. Dreams and magic make Manjit's art stand apart, projecting his own narrative and making him one of the few completely original artists of our times.' - Ina Puri



# MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Untitled (Mughal Garden) watercolour on paper signed and dated London '007 lower right. 64 x 50cm (25 3/16 x 19 11/16in).

£12,000 - 15,000 €14,000 - 18,000 \$16,000 - 20,000

#### Provenance

Acquired directly from the artist in December 2007 in London.

Husain developed a love for films in his childhood, and would often skip classes at school to go to the cinema. When he moved to Bombay from Indore, he became a painter of cinema hoardings and his love for movies developed into a fully fledged obsession. This passion was to continue throughout his life and culminated in him making numerous films, some of which included *Through the Eyes of a Painter* in 1967, *Gajagamini* in 1999 and *Meenaxi: Tale of 3 Cities*. The scene depicted in the present lot is likely inspired by the 1960 Indian epic historical drama film, *Mughal-e-Azam*, which follows the love affair between Mughal Price Salim (later known as Emperor Jahangir), and Anarkali, a court dancer. Originally released in black and white, this was the first Hindi film to be digitally recoloured and the first film in any language to be given a theatrical re-release in 2004. The present lot, painted after the re-released version is likely Husain's homage to cinema.



# SADEQUAIN (PAKISTANI, 1937-1987)

Untitled (Rubaiyat-e-Sadequain) signed 'Sadequain' and dated '19th April 1970' in Urdu lower right oil on canvas 146.8 x 86cm (57 13/16 x 33 7/8in).

#### £15,000 - 30,000 €18,000 - 36,000 \$20,000 - 39,000

## Provenance

21

Private Collection, USA;

Acquired in the 1990s by the vendor's late husband from Hameed Haroon; the curator of the Sadequain: The Holy Sinner retrospective at Mohatta Palace in 2003.

A *Ruba'i*, or the plural, *Ruba'iyat* is the term used for a quatrain; a verse, poem or stanza consisting of four lines. It refers to a form of Persian poetry, and is written in a two-couplet form, with a rhyme-scheme that is either AAAA or AABA. Although the *Ruba'iyat* was popularised by Edward Fitzgerald's translation of Omar Khayyam's *Ruba'iyat* in the late 19th century, Sadequain was enraptured with it throughout his life.

"...My quatrains reflect my personal response to society and life...I was born and grew up with, the art of composing *rubai* was an expression of substantial cultural refinement. As children we were encouraged to memorise *rubais* drawn from elegies, or from hymns in praise of God or his Prophet...The composing and interpreting of *rubaiyat* became a cherished childhood pastime."

[...] Between August 1969 and January 1970, a state of restlessness overcame me. I preceded without a pause, a rational thought, or even understanding, to compose *rubaiyat* continuously for the next five months. [...] I began to render the transcript of *rubaiyat* into delicate calligraphic flows (Sadequain, Prefare to the Bayaz-e-Sadequaini: Thoughts of a Wayward Poet' *Sadequain: The Holy Sinner*, Karachi, 2003, pp. 540-541.

In the present lot Sadequain has expertly combined Islam's highest forms of art into one work; painting, calligraphy and poetry, and elegantly exemplified his capabilities as a master of them all. Translation of the Rubaiyat I am naked and serene

In the hall of truth, I am naked and serene

In the cover of darkness and middle of a storm,

Amidst the harshness of society, I am naked and serene

Our worth is not more than that of clowns for them, we remain multicoloured clowns

What if we dress up for parties?

But beneath our dresses, we are naked and serene

I take pride in enduring my insanity

I am proud to be naked and serene

You boast at the hands of your wealth, but I am I am delighted to be naked and serene

It mocks short-sightedness,

Yes, it mocks his majesty

You should know what my straightforwardness is about

Which mocks the solitude of royalty

#### Urdu

Tum dekho main naalay mai alf hon nangha Look at me in the stream of life,

Sachai kay haalay main alf hon nangha

Khilwat kay lahfon main hawa war choth main

Partay howay palay main alf hon nangha

Matkay howay chathay hain angay hum logh Malboos main hain rang barangay hum logh

Mehfil main hi poshaakh jo pehanthay to kya?

Poshaakh kay andar to hain nanghay hum logh

Mai bopa hon sitaam rang pay naazah yaaro

Main darpa hon sitaam sang pay naazah yaaro

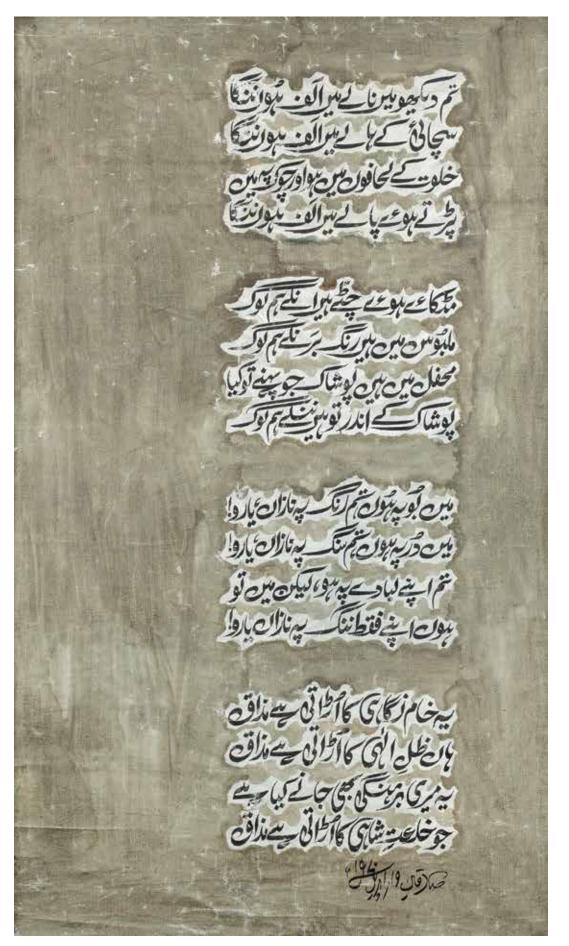
Tum apnay libaday pay ho lekin mai to Hon apnay faqat nangh pay naaz yaaro

Yeh kham nighaee ka urahatee hai mazaak

Haan zilley elahi ka urahti hai mazak yaaro

Yeh meri barhangi bhi Janay kya hai

Jo khillat-e- shahi ka urahati hai mazaak



#### 22 \* SADEQUAIN (PAKISTANI, 1937-1987) Untitled

circa late 1970s/ early 1980s natural ink with reed pen on oiled paper  $31.7 \times 119cm (12 \ 1/2 \times 46 \ 7/8in).$ 

£20,000 - 30,000 €24,000 - 36,000

\$26,000 - 39,000

# Provenance

Private Collection, Pakistan; Acquired from the artist by the vendor's aunt, Rubina Khan Wahla, who was a student of Sadequain.

# Arabic Source

ميل علاا ق ال خلا و هو يلب مهل شم ق ل خي ن أ ي ل ع

#### Transliteration

Ala aiayn-ykhluka mislehum, bala, wa howawl-khallaq ul aleem.

#### **Roman Translation**

He has to create like them? Certainly. He is the Supreme All-Knowing Creator.

The current lot contains the 81st verse of Chapter 36 from the Qu'ran. Sadequain is perhaps best complimented by the poet Faiz Ahmed Faiz, when he says that Sadequain 'is a preeminent artist, but more than that he is a thinker.' Faiz added that, 'Sadequain attained this distinction because he operated at a higher stratosphere with total command over the fundamental tenets. It has been said that, when Sadequain's pen moved, not only the universe, but also the past, present and the future moved with it. If art measures the pulse of the nation then Sadequain had his fingers on this pulse and he recorded it for posterity. Sadequain was arguably an embodiment of the spirit of Picasso, grandeur of Michaelangelo, poetic prowess of Omar Khayam, and calligraphic skills of Yaqoot.' Sadequain, Excerpts from the Saga of Sadequain in *Mystic Expressions by Sadequain: An odyssey to exaltation with Ghalib, Iqbal, Faiz and Sadequain*, Pakistan, 2011, p. 160.



'Sadequain devoted the decade of the 1970s exclusively to calligraphic work. In his own words he 'wrote thousands of verses of the Holy Quran, which if placed at tandem would stretch for miles and miles.'

(Sadequain: Holy Sinner, Karachi, Pakistan, 2003, p. 192.)

# MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Untitled (Figures under a parasol) signed in Devanagiri upper left Mixed media on paper 42 x 73.8cm (16 9/16 x 29 1/16in).

£12,000 - 18,000 €14,000 - 22,000 \$16,000 - 23,000

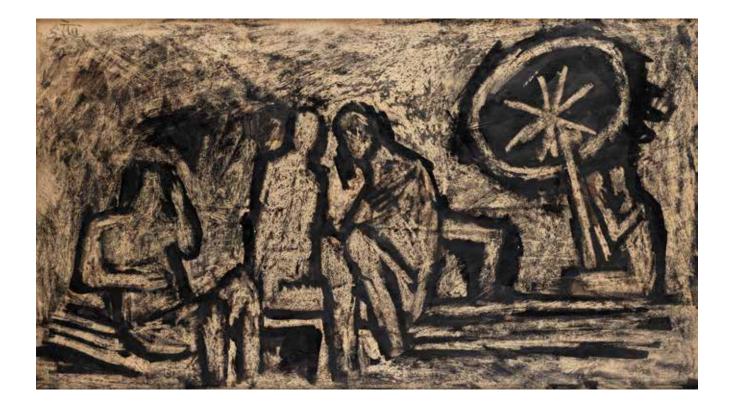
#### Provenance

Sotheby's, *Modern & Contemporary South Asian Art - Including Indian Miniature Paintings*, London, 8th June 2012, lot 44; Acquired by the vendor from the above.

#### Compare

For a similar work made using strong black lines, see Sotheby's, Modern & Contemporary South Asian Art, New York, 21st March 2022, lot 21

The work in the present lot has a rawness to it, with the seemingly jagged lines, that appear to have been painted in a hurry. The work perhaps illustrates the influence of Erich Heckel and the other Die Brücke artists, who were interested in primitivist art and expressing extreme emotion through a drawing technique that was crude. The figures in this lot are faceless and genderless. With Husain's sponge like ability to absorb and subsequently comment on various instances and events, it would not be surprising if this work was deliberately created to comment on the political and social milieu of the time it was created.



#### 24 THOTA VAIKUNTAM (INDIAN, B. 1942)

*Untitled (Women)* Triptych; Size: Side panels, 55 x 23cm middle panel, 55 x 38cm (21 5/8 x 14 15/16in) and entire work 55 x 104cm (21 5/8 x 40 15/16in). circa late 2000s/ early 2010s tempura on paper

£10,000 - 15,000 €12,000 - 18,000 \$13,000 - 20,000

## Provenance

Private UK Collection; Acquired from a charity auction.

#### Compare

For a similar work, sold at SaffronArt see, *Evening Sale*, New Delhi, 20th September 2018, lot 67.

Vaikuntam was born in Telangana (formerly Andhra Pradesh), and obtained a Diploma in Painting from the College of Fine Arts and Architecture in Hyderabad, and then pursued further studies in Painting and Printmaking under the tutelage of K.G. Subramanyan at the Maharaja Sayajirao University of Baroda. His works are inspired by the rural women of Telangana, with whom he has had a lifelong fascination. This intrigue can be traced to the travelling theatre groups of his childhood, when the male artists would impersonate female characters. The muses in his works are voluptuous and sensuous and are adorned with ornaments, vermilion *bindis* and draped in colourful sarees of reds, saffrons, greens and blues as can be seen in the present lot.

Vaikuntam had his first solo exhibition in 1973, at the Kala Bhavan in Hyderabad and has gone on to exhibit worldwide since. Some notable shows include, 'The Telangana Icons' presentd by Art Alive Gallery, New Delhi at Grosvenor Gallery, London in 2015, 'Post Independence Masters' at Aicon Gallery, New York in 2008, '6 Artists Show' at 1x1 Gallery, Dubai in 2006 and 'Tradition and Change' at Arts India, New York in 2002. He has also been the receipt of various awards, the 1993 National Award for Painting, being the most recent.



# 25 B. PRABHA (INDIAN, 1933-2001)

Untitled (Fisherwoman) signed and dated 1989 in *Devanagiri* upper right oil on canvas 76.5 x 61.2cm (30 1/8 x 24 1/8in).

£8,000 - 12,000 €9,600 - 14,000 \$10,000 - 16,000

#### Provenance

Christie's, Twentieth Century Indian Art, London, 5th October 1999, lot 66;

Acquired by the vendor from the above.

## Compare

For similar works sold at Sotheby's see *Indian Art*, New York, 19th September 2007, lot 55 and *Modern & Contemporary Art South Asia: India & Pakistan*, New York, 18th September 2008, lot 65.

There is a Dhoomi Mal Gallery label on the reverse with the artist's name and the painting's dimensions. Dhoomimal Gallery (DMG) is India's oldest contemporary art gallery, having been established by Sh. Ram Babu Jain in 1936.

It was in the 1950s that B.Prabha developed and settled on the theme and style that is unmistakably hers, the elongated portraits of rural Indian women in their milieu. These women have been depicted singularly, as is the case with the present lot, or in groups of two or three and it is through the elongation that they have achieved a stylised grace. Prabha portrayed women from various tribal communities and focussed on important details such as their skin colour, attire, and jewellery. In this lot, the woman can be seen with flowers in her hair, a *bindi, kohl* rimmed eyes, lipstick and ornaments that include bangles, a *mangalsutra*, and earrings which subtly inform the viewer that she is a married Hindu woman. Prabha's accomplishment as an artist therefore lies in her ability to set her women against flat and seemingly undistinguished backgrounds whilst chronicling and elevating their ordinary lives at a time when the opportunities afforded to women were few and far in between.





#### SATISH GUJRAL (INDIAN, 1925-2020) Untitled

signed in *Devanagari* and dated '84 lower left mixed media sculpture (Burnt wood, sea-shell, leather & beads) 104 x 87.5cm (40 15/16 x 34 7/16in). depth:15.5 cm

£12,000 - 15,000 €14,000 - 18,000 \$16,000 - 20,000

#### Provenance

Acquired by the vendor's father between the 1960s-1980s when he worked at the Portuguese Embassy in India.

Gujral, also known as the Leonardo Da Vinci of India was born in Jhelum, Punjab in British India and attended the Mayo School of Industrial Art in Lahore from 1939-1944, headed by Rudyard Kipling's father, John Lockwood Kipling. He then obtained his Fine Arts Diploma from the Sir J.J School of Arts in 1947. At Mayo, the curriculum was diverse owing to John Kipling's enthusiasm for various visual mediums, which clearly influenced Gujral as he worked across all mediums; painting, murals, architecture, sculpture and interior design. The present lot, dating from the early 2000s is an amalgamation of the various mediums he worked across.

He exhibited widely during his career. Some notable exhibitions include, the 1960 Group show featuring Satish Gujral, M.F. Husain, Mohan Samant, V.S Gaitonde, Ram Kumar and K.S. Kulkarni, his solo shows in Chicago and Mumbai in 1971-72, Satish Gujral: Blacks Woods at Dhoomimal Gallery in 1980 and Satish Gujral: A retrospective 1948-2006, National Gallery of Modern Art (NGMA) in 2006. He was awarded the Order of the Crown from the Belgian Government in 1984, the Da Vinci Award for lifetime achievement in 1989 and the Padma Vibhushan, India's second highest civilian award in 1999.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



#### 27 \* SATISH GUJRAL (INDIAN, 1925-2020) Untitled

signed in Devanagiri lower centre mixed media sculpture (Burnt wood, sea-shell, leather & beads) 76.2 x 91.4cm (30 x 36in). depth:12 cm

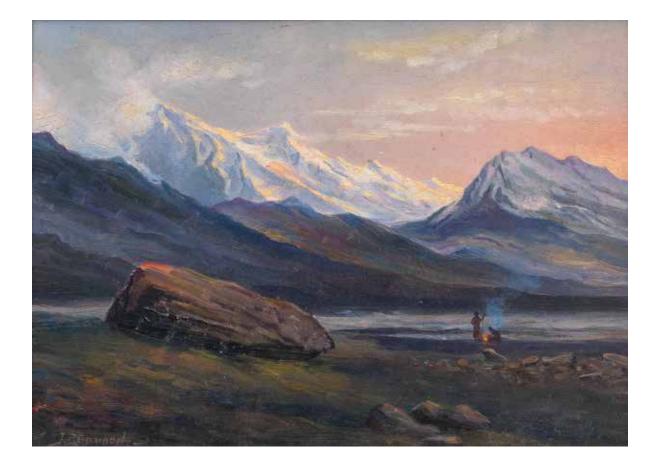
£10,000 - 15,000 €12,000 - 18,000 \$13,000 - 20,000

# Provenance

Private Collection, Singapore: Acquired from the artist; Private Collection, Delhi; Acquired by the vendor from the above.

# Compare

For a similar work sold at Sotheby's see *Boundless: India*, Mumbai, 15th November 2019, lot 39.



#### 28

# **JAMINI PROKASH GANGOOLY (INDIAN, 1876-1953)**

Untitled (Himalayan Landscape) signed lower left oil on board 23 x 31.2cm (9 1/16 x 12 5/16in).

£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

Provenance

Private UK Collection.

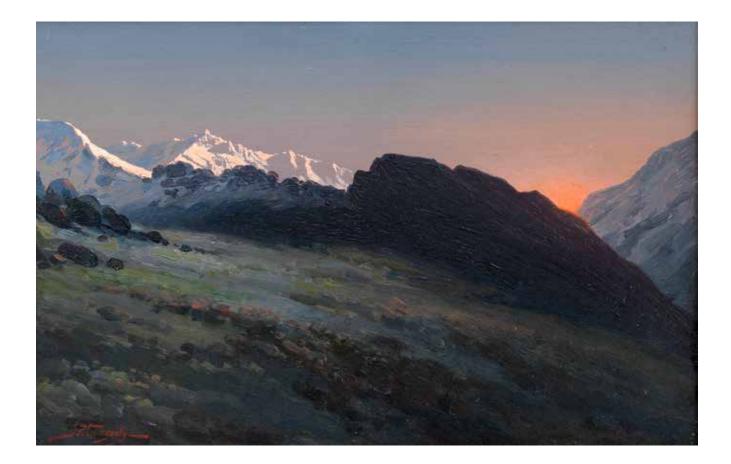
#### Compare

For a similar work sold at Christie's see South Asian Modern & Contemporary Art, London, 26th May 2016, lot 24.

Jamini Prokash Gangooly was part of the extended Tagore family, that included Gagendranath and Abanindranath Tagore. It was under the tutelage of British painter Charles Palmer that he crafted and developed his skills in realist portraiture, oil painting and landscapes. Whilst he was adept at depicting various genres, and received awards both locally and internationally, he gravitated towards painting landscapes. Both the present lots exemplify his abilities to combine the imagery of his hometown of Bengal and European naturalistic methods and demonstrate his favoured subject, sunrise and sunset expertly painted, using light and shade.

In the first lot, we can see two figures by the river, lighting a fire, the colour of which is mirrored on the tip of the large rock immediately to their left. The densely mist-laden atmospheric affect, created by the brooding mountains, is evident in the second lot, although the foliage plays a more prominent role here, with the various hues of green. His brushstrokes are almost invisible, and it is unsurprising that he earned the sobriquet 'Painter of Padma,' given his predilection for painting hundreds of oils depicting the same subject, the sun setting on the river Padma. Both paintings are quintessential examples of his most celebrated genre.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



### 29 JAMINI PRAKASH GANGOOLY (INDIAN, 1876-1953)

Untitled (Himalayan Landscape) signed lower left oil on board 29.4 x 45cm (11 9/16 x 17 11/16in).

£4,000 - 6,000 €4,800 - 7,200 \$5,200 - 7,800

Provenance Private UK Collection.

# Compare

For a similar work sold at Sotheby's see *Modern & Contemporary South Asian Art* 21st March 2022, lot 71.

# 30 TYEB MEHTA (INDIAN, 1925-2009)

Untitled signed and dated Tyed '92 lower right and inscribed 113/250 and Serigraph lower left serigraph 55 x 42.9cm (21 5/8 x 16 7/8in).

£4,000 - 6,000 €4,800 - 7,200 \$5,200 - 7,800

Provenance Acquired from the Birla Art Academy, Mumbai in 2003.

## Compare

For an identical serigraph sold at Sotheby's, see *Indian Art*, New York, 19th September 2006, lot 46.



# The Collection of Orooj Ahmed Ali

# Lots 31 - 47



#### Courtesy Orooj Ahmed Ali

Orooj Ahmed Ali, is a collector, dealer, consultant, curator and promoter of art, both locally and abroad. Featured twice in Nigaah magazine, first in 2012 as an art collector and then in 2016 as one of the 50 Most influential people in Pakistani Art, it is unsurprising to learn that he has been immersed in the world of art since his childhood. His mother, Bilquis Jehan Begum (1926-1985) was a musician, writer, and artist, who painted figures, abstract, and surreal subjects, in a vibrant and Impressionist style whilst his father, Professor Ahmed Ali, was a novelist, poet, critic, and diplomat, who was deeply involved in the cultural scene of pre and post partition India and Pakistan, and befriended writers and artists, including, E. M. Forster, Virginia Woolf, George Orwell, Edward Thomson, from the Bloomsbury Group, Han Su Yin, Jamini Roy and Zainul Abedin. Sadequain had great regard for him; and Qi Bai Shi, the Chinese master painter, also knew him during his second stay in China (1950-52). Despite being surrounded by antiques and antiquities, it was only in 2004 that Orooj began to collect and deal in art professionally, having spent the early part of his life working as an exporter and manufacturer of terry fabrics, and representing Pakistan at the Frankfurt Book Fair in 1987 and 1990 as a literary agent and publisher. Since then, he has successfully helped clients sell their collections, which included works by artists such as Sadequain, Shakir Ali, Zubeda Agha, Bashir Mirza, Ahmed Parvez, Gulgee, Anna Molka, Jamil Naqsh, Hamidur Rehman, and S M Sultan, to name but a few. The works being offered from Orooj's collection include works by some of Pakistan's, India's, and Bangladesh's finest artists, and Bonhams is honoured to have this opportunity to present them.

#### AHMED ALI (1st July 1910-14th January 1994)

Novelist, poet, critic, diplomat, distinguished scholar and co-founder of the All India Progressive Writers' Movement, Ahmed Ali was born in Delhi in 1910. A pioneer of the modern Urdu short story, some of his notable works include: Angarey (Embers), 1932 Hamari Gali (Our Lane), 1940; Qaid Khana (The Prison House), 1942; and Maut Se Pehle (Before Death), 1945. Equally accomplished in English, he achieved international fame with his first English novel, Twilight in Delhi, published by the Hogarth Press, London, 1940, which describes the decline of the Muslim aristocracy with the advance of British colonialism in the early 20th century. He was educated at the universities of Aligarh and Lucknow and later taught at both, amongst other universities, including Presidency College, Calcutta, where he was the Head of the English department between 1932-1947. Between 1942-1945 he was also the BBC's representative and Director Listener Research in India, and was later appointed by the British Government of India as the British Council's Visiting Professor of English to the National Central University of China, Nanking (now Nanjing).



At Sonia Gandhi's residence in 2011, where Orooj presented "Twilight in Delhi, Al-Qur'an, a copy of JIWE's 'Tribute to Ahmed Ali' and Papers read at the Conference held at the Jamia Millia. Orooj's father, Ahmed Ali had a good relationship with the Nehru family. Courtesy Orooj Ahmed Ali

Ahmed Ali moved to Pakistan from China in 1948. Joining the Pakistan Foreign Service, he established diplomatic relations with the People's Republic of China as Pakistan's first envoy to Peking (now Beijing), 1950-52, and later with the Kingdom of Morocco. A skilled translator from the Arabic, Indonesian, and Chinese, in addition to Urdu, he is also well known for his English translation of the Qur'an: *Al-Qur'an, A Contemporary Translation*, Princeton University Press, which is recognized by Islamic scholars as one of the best existing translations of the Qur'an. Influenced by his travels in China, he became a collector of Chinese porcelain & art, and part of his collection was auctioned at Christies in London on 25th July 1960, as Mrs B. Ali's collection. Professor Ahmed Ali is a Founding Father of the Pakistan Academy of Letters; he received Pakistan's*Sitara-i-Imitiaz* (Star of Excellence), 1980, and an Honorary Doctorate of Philosophy by the University of Karachi, 1993. The Pakistan Post issued a commemorative postage stamp to honour his contributions to Pakistan and Literature, 2005; to celebrate his birth centenary an international conference: Ahmed Ali, Progressive Writers, and Bilingual Creativity, was held by the Sahitya Akademi, Lucknow University, and the Association of Commonwealth Literature and Language Studies, at the Lucknow University in 2011.



Guest Speaker at the 'Fourth Ahmed Ali Memorial Lecture, The Truth of Fictions by Shamsur Rahman Faruqi ', at the Jamia Millia Islamia, New Delhi, February 23, 2011. Courtesy Orooj Ahmed Ali

## JAMINI ROY (INDIAN, 1887-1972)

Untitled (Jesus with Mary & Magdalene) initials lower right oil on paper 44.6 x 34.1cm (17 9/16 x 13 7/16in).

## £10,000 - 15,000 €12,000 - 18,000 \$13,000 - 20,000

#### Provenance

Gifted to Professor Ahmed Ali by the artist in 1947-48 before Ahmed Ali left for the National University in China as the British Council's visiting professor;

### Inherited from the above by the vendor.

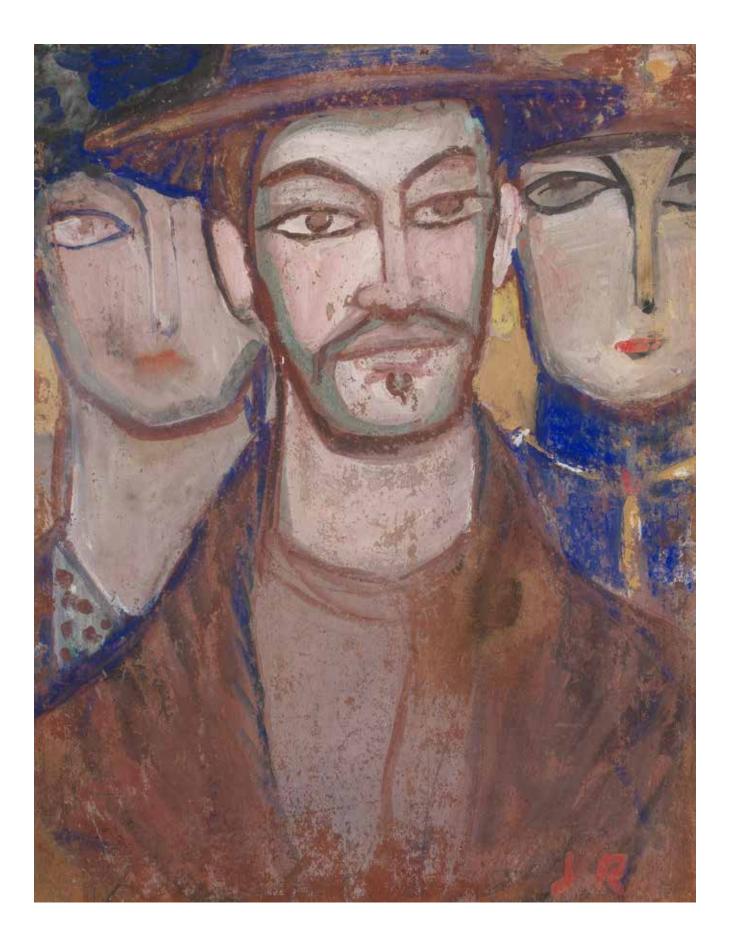
It was during the 1940s and 1950s that Roy reinterpreted iconic images in several of his paintings, as he believed that sacred art created the richest mythological traditions. His works were created for the community, and he turned his back on colonial culture, seeking to restore a simple goodness to art that had been lost to the elite of the colonial metropolis. In the two lots that form part of this collection, the first depicting Mary (left), Jesus (centre) and Mary Magdalene (right) and the second depicting Jesus we can see how Roy's intense concentration and ruthless ability to pair down the inessential details, leads to a remarkable modernist brevity, boldness and simplicity of expression, which was a vehicle for his deep and understated social commitment. (Partha Mitter, *The Triumph of Modernism: India's artists and the avant-garde 1922-1947*, 2007, pp.112-122)

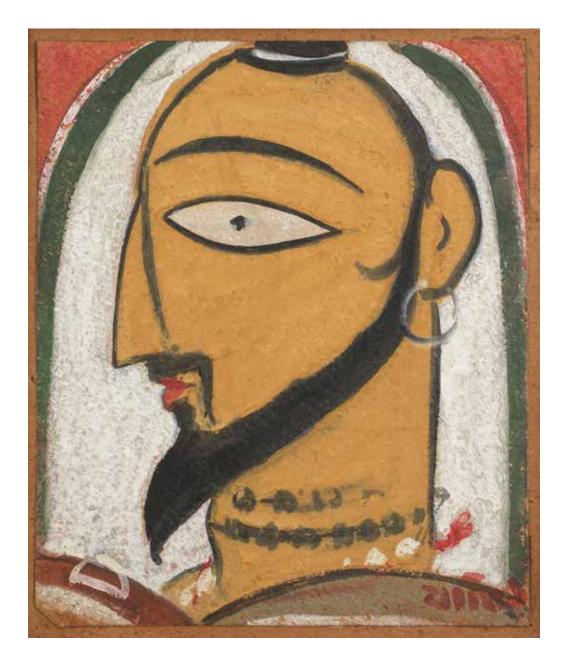


Author in his study, Karachi, Karachi, photo taken by Orooj Ali Ahmed in the early 80's Courtesy Orooj Ahmed Ali



Karachi, with Orooj's parents, phot taken j. 1951 & published in the Annual of Urdu Studies, Wisconsin, USA (she translated Twilight in Delhi into chaste Urdu and it was published as ' Dilli ki Shaam, published by Jamia Millia, Delhi, 1963 and by Akrash Press, Karachi, 1963); Courtesy Orooj Ahmed Ali





### JAMINI ROY (INDIAN, 1887-1972) Untitled (Jesus) signed lower right

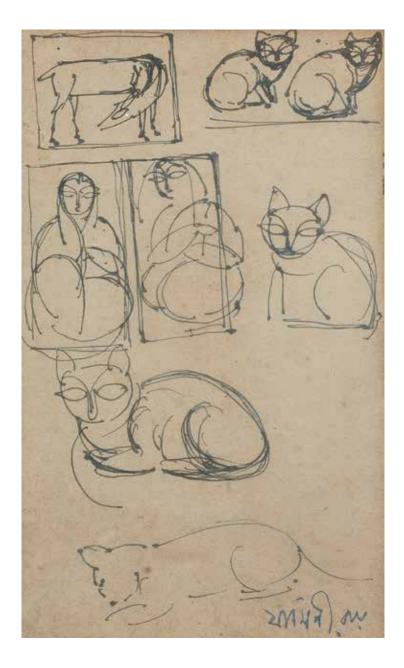
oil on paper 30.5 x 55.4cm (12 x 21 13/16in).

## £4,000 - 6,000 €4,800 - 7,200 \$5,200 - 7,800

#### Provenance

Acquired from the artist by Ahmed Ali between 1944-46; Inherited from the above by the vendor. Here as in his most recognisable works of the sariclad women, Madonnas, village dancers and domestic animals, Roy paints Christ with a simplicity that is akin to prehistoric art in that he captures the essential form of Christ without imitating him. The work relies on robust lines and colours and an innate sense of design harmonising the abstract and naturalistic traditions.

Partha Mitter, *The Triumph of Modernism: India's artists and the avant-garde 1922-1947*, 2007, pp.112-117



JAMINI ROY (INDIAN, 1887-1972) Untitled (Sketches) signed lower right ink on paper 22.5 x 14.1cm (8 7/8 x 5 9/16in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000

## Provenance

Acquired from the artist by Ahmed Ali between 1944-46; Inherited by the vendor from the above.



### 34 \* **AHMED PARVEZ (PAKISTANI, 1926-1979)** *Untitled* signed and dated '79 upper right oil pastels on paper 84.1 x 66.3cm (33 1/8 x 26 1/8in).

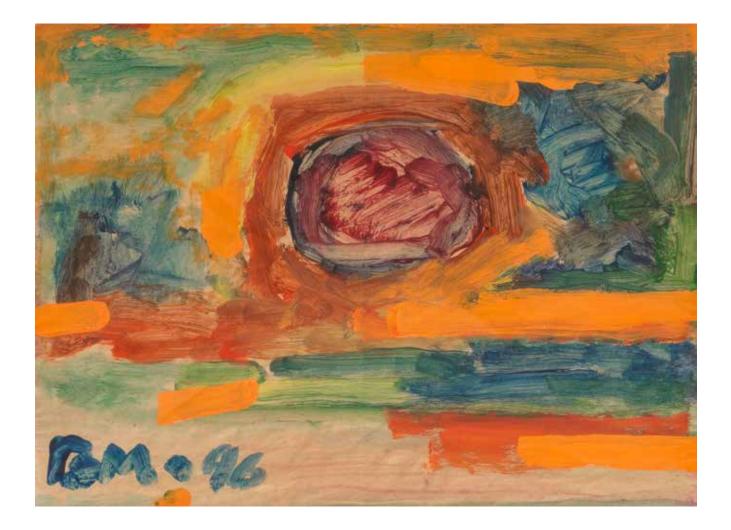
£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

## Provenance

The Collection of Mrs. Nighat Hussain who acquired this work in addition to a further 25 from Mr. Ali Imam of the Indus Gallery, Karachi; Acquired by the vendor from the above.

'No one has created such ingenious and intricate abstract compositions with lively and exciting linework and no one has used such glowing colours in variegated harmonies as Parvez.'

S. Amjad Ali, Painters of Pakistan, p. 135



## 35 \* BASHIR MIRZA (PAKISTANI, 1941-2000)

Australian Sun Series signed and dated '96 upper right oil on paper 36.5 x 50cm (14 3/8 x 19 11/16in).

£4,000 - 8,000 €4,800 - 9,600 \$5,200 - 10,000

## Provenance

Gifted by the artist on his return from Australia as Pakistan's Cultural Attaché in 1996, to his friend, actor & playwright, Kamal Ahmed Rizvi; Acquired by the vendor from the above.

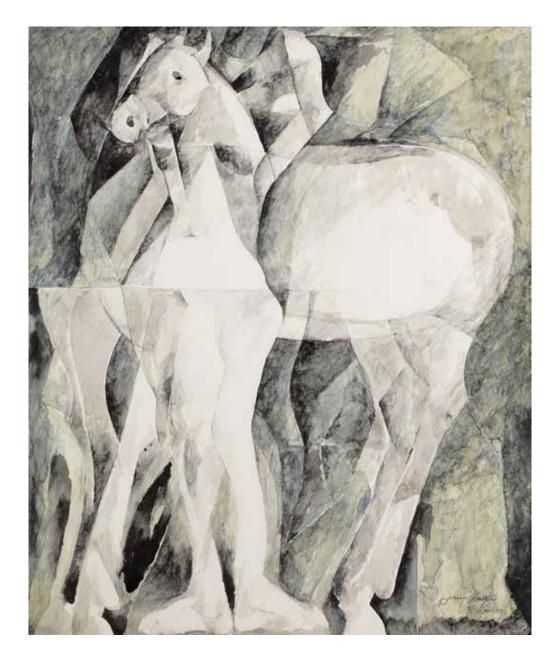


36 \* **BASHIR MIRZA (PAKISTANI, 1941-2000)**  *Untitled* signed and dated '89 lower right acrylic on card 32.9 x 25.4cm (12 15/16 x 10in)..

£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

Provenance

Gifted by the artist to Ms. Rabia Zuberi, the artist, sculptor & founder Karachi School of Art; Thence by descent; Acquired by the vendor from the above.



## JAMIL NAQSH (PAKISTANI, 1938-2019)

Homage to San Marino Series signed Jamil Naqsh of London lower right watercolour on paper 62 x 51.2cm (24 7/16 x 20 3/16in).

£8,000 - 12,000 €9,600 - 14,000 \$10,000 - 16,000

#### Provenance

Acquired from the artist and gifted to a family friend; Acquired by the vendor from the above.

#### Compare

For a similar work sold in these rooms, see *Islamic & Indian Art including Contemporary Indian and Pakistani Paintings*, 13th October 2005, London, lot 250.

Naqsh did a series of paintings depicting horses and women having been inspired by Marino Marini (1901-1980), the Italian sculptor and educator, who worked mainly in bronze on a few favourite themes, notably the horse and rider. Naqsh was drawn to Marini's works as Marini maintained his individualism and had not allied himself with avant-garde movements of the time, reminiscent of Naqsh's approach to his work. The present lot likely comes from Naqsh's Homage to Marino Marini series, given its distinct sculptural and overlapping fragmented forms that merge into intricate textures and patterns. To see other works from the series, featuring both, horses individually, and horses with women, see Mohatta Palace Museum, Karachi, *Jamil Naqsh: A retrospective*, 2003, pp. 169-205.



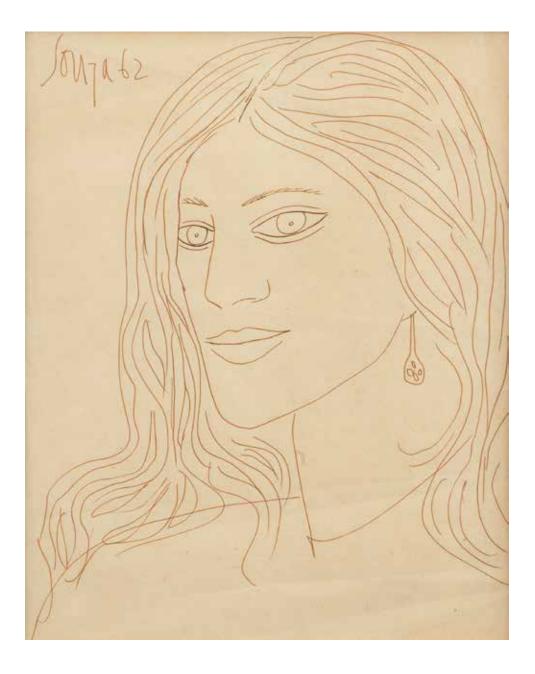
#### 38 \* AR FRANCIS NEWTON SOUZA (INDIAN, 1924-2002) Untitled (Lady and Bird) signed dated 1060 upper left

signed and dated 1960 upper left pen on paper *32.5 x 19.2cm (12 13/16 x 7 9/16in).* 

£3,000 - 4,000 €3,600 - 4,800 \$3,900 - 5,200

## Provenance

Acquired in London by Ms. Mahin Haseeb; Acquired by the vendor from the above.



## 39 \* **FRANCIS NEWTON SOUZA (INDIAN, 1924-2002)** *Untitled (Lady)* signed and dated '62 upper left

ink on paper 56.5 x 21.5cm (22 1/4 x 8 7/16in).

£3,000 - 4,000 €3,600 - 4,800 \$3,900 - 5,200

## Provenance

Acquired in London by Ms. Mahin Haseeb; Acquired by the vendor from the above.



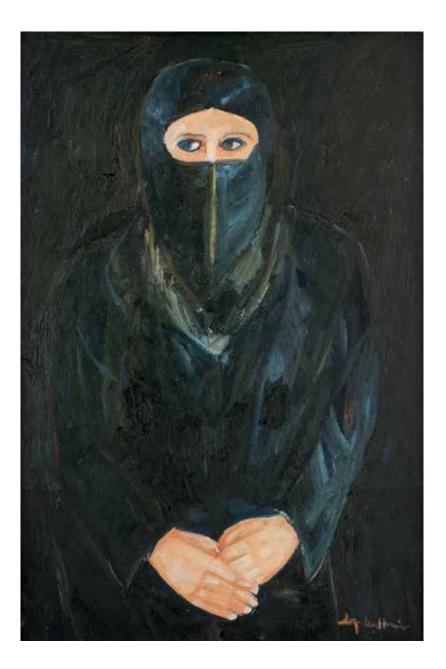
## 40 \* ISMAIL GULGEE (PAKISTANI, 1926-2007)

Untitled (Calligraphic) signed and dated '99 lower right oil on ceramic tile 30.8 x 30.8cm (12 1/8 x 12 1/8in).

£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

## Provenance

The Collection of Mrs. Nighat Hussain who acquired this work from the artist; Acquired by the vendor from the above. 'My work is the externalisation of my inner journey. Through it I communicate with the pulse of life. The calligraphic form and movement that emerges is not premeditated or cerebral, it is intuitive and articulates something deep inside me. It is important that no thought of how people will react to my work intrudes, as they would destroy the thread and take the truth away. I am enchanted by Islamic calligraphy and feel close to Sufi mystics. At the mystic level, barriers melt away and religious experience whether Buddhist, Hindu or Muslim become one. One could call it human experience of the ineffable.' (Annemarie Schimmel in M. Ismaili, *Gulgee*, Ferozesons, 2000, unpaginated)



#### IQBAL HUSSAIN (PAKISTANI, B. 1950)

Untitled (Woman in a burqa) signed lower right oil on canvas 91.8 x 60.3cm (36 1/8 x 23 3/4in).

#### £2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

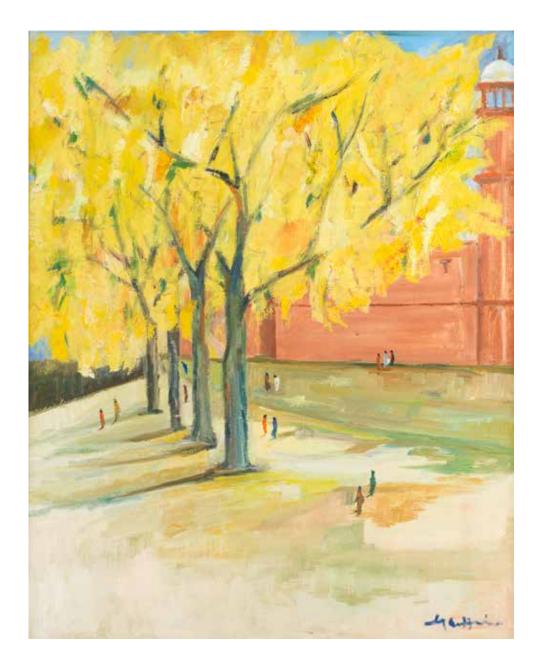
### Provenance

Acquired by the vendor from a Pakistani Art Gallery.

#### Compare

For another work depicting women, sold at auction, see Sotheby's, *Contemporary Indian and South Asian Paintings*, London, 17th June 1998, lot 11.

Although Hussain is most well known for his portraits of women, he is equally adept at painting landscapes and still life's as can be seen in the other lot in this collection. Husain is often termed a controversial painter as the models for his works are the prostitutes and dancing girls of Lahore. His women, as seen in the present lot are depicted as they appear in real life, fully clothed and sitting, and often with a resigned look in their eyes. The black background heightens the darkness and despair, and its almost as though the woman is receding into the background. Hussain's works have been exhibited in various shows, some of which include the 1983 Asian Biennial Dacca, Bangladesh, the 1986 International Exhibition in Seoul, London, Paris and Brussels and the 2003 show at World Bank Building, Islamabad, Pakistan. A retrospective was held for his works in 2018, at Tanzara Gallery in Pakistan, where the collection of the former World Bank Pakistan country director, John Wall was displayed; Wall is a patron of the artist.



## IQBAL HUSSAIN (PAKISTANI, B. 1950) Untitled (Amaltaas in bloom)

Untitled (Amaltaas in bloom) signed lower right oil on canvas 75 x 60cm (29 1/2 x 23 5/8in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

#### Provenance

Acquired by the vendor from a Pakistani Art Gallery.



### HAMIDUR RAHMAN (BANGLADESHI, 1928-1988) Untitled signed and dated '63 upper right

oil on board 35.5 x 57.3cm (14 x 22 9/16in).

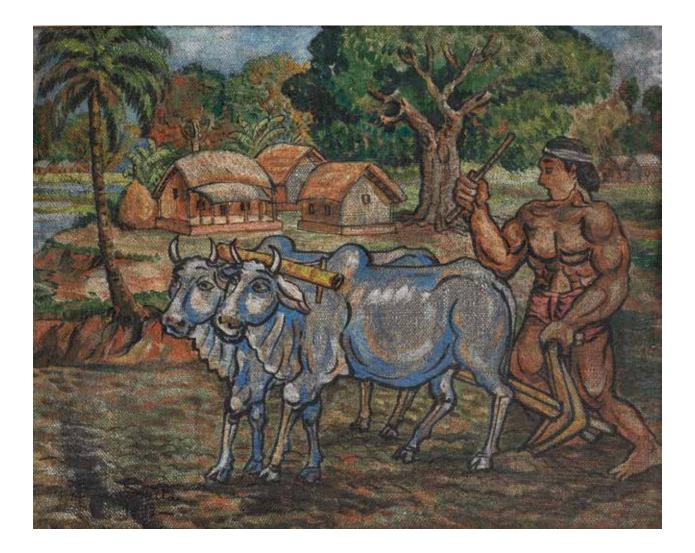
£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000

#### Provenance

The Collection of artist and ceramist, Masood A. Kohari, who was a friend and colleague of the artist when they taught together at the Arts Council Karachi;

Acquired by the vendor from the above.

Rahman is best known as the architect of the Shaheed Minar, a national monument in Dhaka, Bangladesh, established to commemorate those killed during the Bengali Language Movement demonstrations of 1952 in what was then East Pakistan. However, he was also an important figure in the modernist movement of Bangladesh. He received his art education from the following schools; the Bangladesh College of Arts and Crafts, Dhaka (1948-1950), Ecole des Beux Arts, Paris (1950-51) and the Central School of Art and Design, London (1956). His works ranged from the non-figurative to the figurative, the latter of which can be seen in the present lot. His works maintained close links with the aesthetic and pictorial traditions of the past, and yet interpreted them in modern ways. He was the recipient of various awards, some of which include the National Exhibition of Bangladeshi Painters (1972), the Commonwealth Painters Association award and the Ekushey Padak (1980).



#### SHEIKH MOHAMMED SULTAN (BANGLADESHI, 1923-1994) Untitled (Farmer ploughing with bulls)

signed and dated '88 lower left oil on jute 59.9 x 75cm (23 9/16 x 29 1/2in).

## £3,000 - 5,000

€3,600 - 6,000 \$3,900 - 6,500

## Provenance

Acquired from the artist by Ruqaiyya Bano, a family friend; Acquired by the vendor from the above.

### Compare

For a scene depicting similar muscular bodies, see Christie's, *South Asian Modern & Contemporary Art*, New York, 14th September 2016, lot 688.

Sultan was born in Machimdia village, in what was then known as Jessore District, British India. He studied at the Government School of Art in Calcutta, where Mukul Dey, the pioneer of drypoint-etching in India was Principal. Under Dey's tutelage, students were encouraged to paint contemporary landscapes and portraits reflecting their own experiences, as opposed to copying the Old Masters and painting Indian allegorical, mythological and historical subjects. The current painting comes from Sultan's Bangladeshi period, after his 1969 solo exhibition at the Khulna Club, Khulna and the first group National Art Exhibition in Dhaka in 1975, where his works were transformed, and he started to paint and draw agricultural labourers engaged in everyday life, as can be seen in the present lot. These works are distinctive due to their exaggerated muscular physiques, which are metaphors for the hard working and sturdy peasants, who are the backbone of Bangladesh.

Sultan is seen are one of the four pioneers of Bangladeshi modernism, along with Quamrul Hassan, Zainul Abedin and Safiuddin Ahmed. He exhibited globally during his career and some notable exhibitions included those in Lahore and Karachi in 1948 and 1949, where be forged friendships with Shakir Ali and Abdur Rehman Chughtai, at the Institute of International Education, New York in 1950 and at the German Cultural Centre, Dhaka in 1987.

The Bangladeshi Shilpakala Academy, Bangladesh's principal state sponsored national cultural centre of Bangladesh introduced an award named after him, which is given out annually to a notable artist on Sultan's birth anniversary. He also received the Ekushey Padak in 1982, which is Bangladesh's highest civilian national award in the field of culture. His works form part of the collections of the National Art Gallery, Bangladesh; the Bangladesh National Museum, the Bengal Foundation and the SM. Sultan Memorial Museum.



#### 45 \* **NAHID RAZA (PAKISTANI, B. 1947)** *Untitled (Chowkandi series)* signed and dated '92 lower left

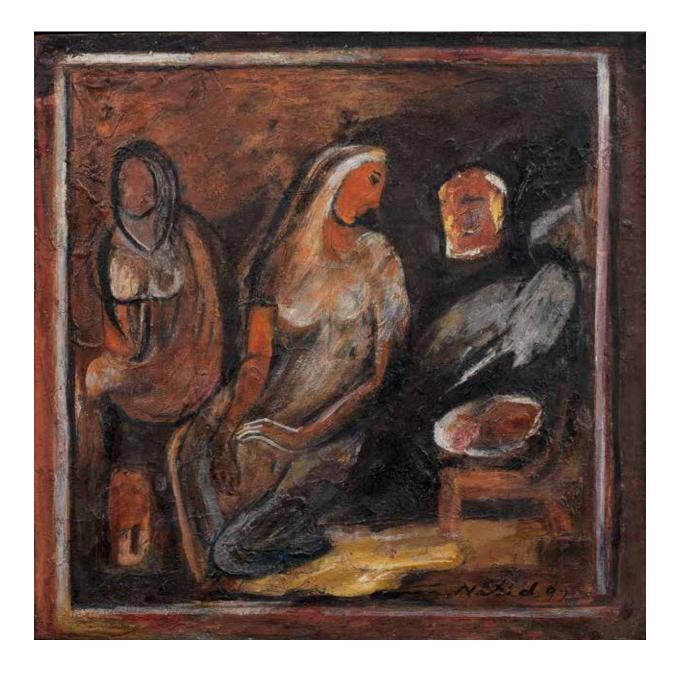
signed and dated '92 lower left mixed media on paper *31.2 x 51.4cm (12 5/16 x 20 1/4in).* 

## £1,000 - 1,500 €1,200 - 1,800

\$1,300 - 2,000

## Provenance

The Collection of Mr & Mrs Irfan Hussain; Mr Hussain was the Director of the Arts Council in Karachi; Acquired by the vendor from the above. Raza is a feminist painter, whose works have focussed on issues pertaining to women's rights. She is known for her 'Woman' and 'Chowkandi Tombs' series, and the present lot is an example of the latter. Four works from the Chowkandi Tomb series form part of the Bradford Museums and Galleries collection. Raza received the President's Pride of Performance Award in 2007 in recognition for her contribution to the arts.



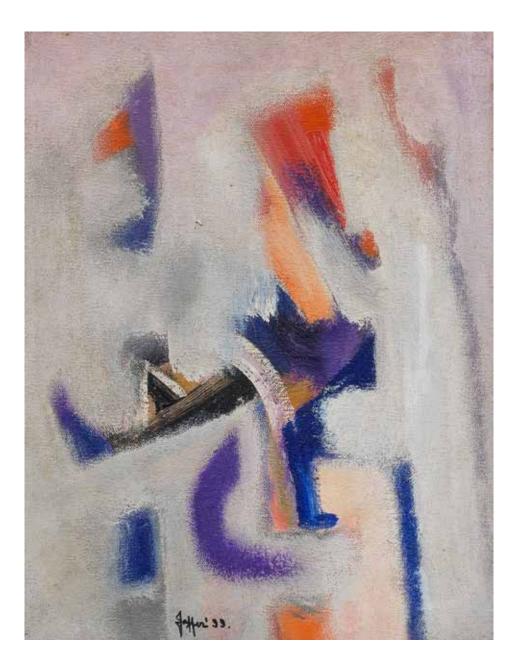
## 46 \* **NAHID RAZA (PAKISTANI, B. 1947)** *Untitled (Three women)* signed and dated '97 lower right

oil on canvas 35.3 x 35.6cm (13 7/8 x 14in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300

## Provenance

The Collection of Shafiq Ahmed, who was a journalist with *Nawaiwaqt* (The Voice of Time), an Urdu newspaper; Thence by descent; Acquired by the vendor from the above.



#### WAHAB JAFFER (PAKISTANI, B. 1941) Untitled

signed and dated '99 middle lower left oil on canvas 44.1 x 33.9cm (17 3/8 x 13 3/8in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300

#### Provenance

The Collection of Mr & Mrs Irfan Hussain; Acquired by the vendor from the above. Jaffer is an artist and collector, who befriended and was patron to the artists, Ahmed Parvez, Imam Ali and Bashir Mirza. His friendships with these artists inspired him to paint, and we can see the influence of Parvez, who taught Jaffer about colours and how they should be deployed on the canvas in the present lot. Jaffer's first solo exhibition was held at Indus Gallery in 1983, and he has continued to exhibit his works since. More recently in 2019, the Wahab Jaffer Collection was presented by VM Art Gallery and the Rangoonwala Foundation, to celebrate the artist and patron.



48

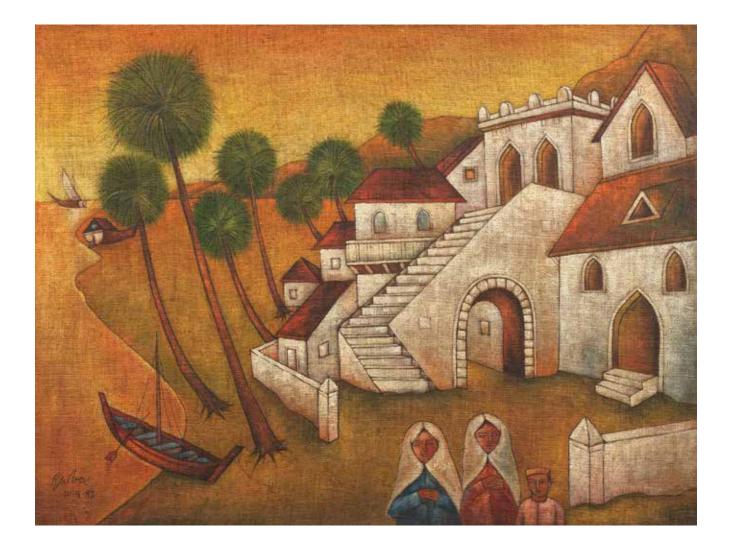
## **ARUP DAS (INDIAN, 1924-2004)**

Untitled (Landscape) signed lower right oil on canvas on board 60 x 90.9 cm (23 5/8 x 35 13/16in).

£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

**Provenance** Sotheby's, *The Indian Sale*, London, 8th May 1997, lot 446; Acquired by the vendor from the above.

Inscription: to the right of the elephant, Ram Sharan.



## ABDUL AZIZ RAIBA (INDIAN, 1922-2016)

Untitled (Villagers and buildings on a sea shore) signed and dated Raiba 10.4.93 lower left oil on jute 81 x 106cm (31 7/8 x 41 3/4in).

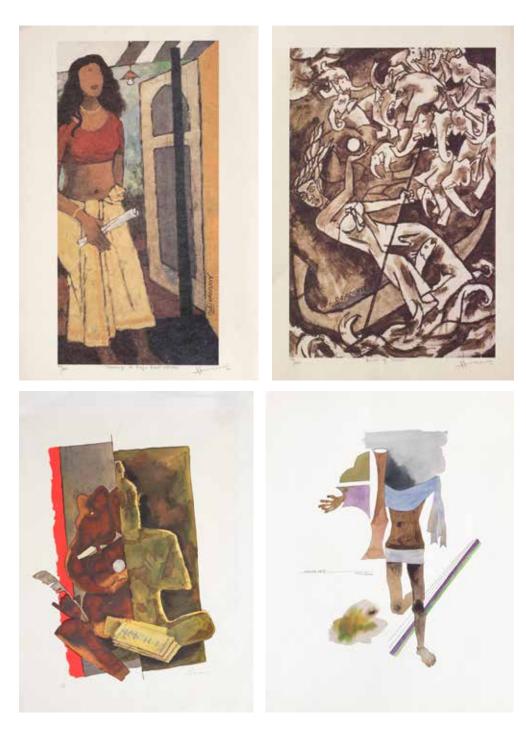
£4,000 - 6,000 €4,800 - 7,200 \$5,200 - 7,800

### Provenance

Acquired by the vendor's father in the 1990s. He worked for the Portuguese Embassy in India between the 1960s-1980s and continued to live in India after completing his term which is when he acquired this work.

## Compare

For a similar work sold in these rooms, see *Modern and Contemporary South Asian Art*, London, 25th October 2021, lot 20.



#### 50

## MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Four works: Vyasa & Ganesha; Homage to Raja Ravi Verma; Thirty Six AQ 75; Arrival of Monsoon

Vyasa & Ganesha: signed lower right; Homage to Raja Ravi Verma: signed lower right and edition 78/600 lower left; Thirty Six AQ 75: signed to the left of the lower leg; Arrival of Monsoon: signed lower right and edition 78/600 lower left lithographs

the largest 60.4 x 44 cm (Ganesh & Man); 47 x 23.4 cm (Homage to Raja Ravi Verma); 45.8 x 35.5 cm (Thirty Six AQ 75); 45 x 29.1 cm (Arrival of Monsoon)

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000

#### Provenance

Two acquired from the Estate sale of Davida and Chester Herwitz in 2012: Vyasa & Ganesha and Thirty Six AQ Two acquired from Grosvenor/Vadehra in 2014: Arrival of Monsoon & Homage to Raja Ravi Verma

#### Published

The Vyasa & Ganesha lithograph is published in K. Bikram Singh, *Maqbool Fida Husain*, 2008, p. 141, figure 116.



## 51 MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Theorama all signed lower right screenprint 35.8 x 45.8cm (14 1/8 x 18 1/16in). the folio: 39.8 x 52.3 x 2.4 cm

£500 - 700 €600 - 840

\$650 - 910

Husain published this limited edition of ten serigraphs called *Theorama* in 2003. He has expertly deployed colour, and used the symbols of each faith to depict Buddhism, Sikhism, Zoroastrianism, Islam, Christianity, Jainism, Taoism, Judaism, Vedic and Humanism. Each serigraph carries a quote which relates to the religion illustrated. The edition celebrates the plurality and spiritual unity of each faith.

## Published

K. Bikram Singh, *Maqbool Fida Husain*, 2008, pp. 161-166, figures 140-144.

Note: In addition to the 10 serigraphs, there is a 'panel' with a quote describing the 10 serigraphs.



#### 52

## MAQBOOL FIDA HUSAIN (INDIAN, 1913-2011)

Untitled (Horses with Two Figures); Untitled (Brown and Black Horse); Untitled (Horses); Untitled (Horses);Untitled (Red and White Horses); Untitled (Yellow and Green Horses)  $66 \times 101.5 \text{ cm} (26 \times 39 \text{ 15/16 in});$  $78.5 \times 56 \text{ cm} (30 \text{ 7/8} \times 22 \text{ 1/16 in}); 89 \times 63.5 \text{ cm} (35 \text{ 1/16} \times 25 \text{ in}); 72 \times 101 \text{ cm} (28 \text{ 3/8} \times 39 \text{ 3/4 in}); 86 \times 61 \text{ cm} (33 \text{ 7/8} \times 24 \text{ in}); 72 \times 101 \text{ cm} (28 \text{ 3/8} \times 39 \text{ 3/4 in})$ 

signed upper right, numbered 35/125; signed lower right in pencil, numbered 28/100; signed upper left in pencil, numbered 35/125; signed upper left in pencil, numbered 95/125; signed lower right, numbered 25/100; signed upper right, numbered 45/100 serigraph on paper

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900



## 53 ALI IMAM (PAKISTANI, 1924-2002)

Untitled (Figure on a Horse) signed and dated '60 lower right oil on canvas 67 x 30.7cm (26 3/8 x 12 1/16in).

£4,000 - 6,000 €4,800 - 7,200 \$5,200 - 7,800

Provenance

Private UK Collection.

## Compare

For a similar work dating from 1959, sold in these rooms, see Art of Pakistan, London, 24th May 2017, lot 26.

Born in Madhya Pradesh in 1924, Ali Imam studied at the Nagpur School of Art in the early 1940s and then spent 2 years at the J.J School of Art in Bombay. Unlike his brother Sayed Haider Raza, Imam emigrated to Lahore after Partition and became well known in Pakistan as the doyen of the Pakistani modern art movement. He was one of the founders of the Lahore Art Circle, alongside Anwar Jalal Shemza, Mariam Habib, Ahmed Parvez, Shakir Ali, Moyene Najmi and Sheikh Safar and exhibited alongside Shemza and Parvez at Woodstock Gallery in London in 1958 at a show entitled 'Pakistan Group London: Five Modern Painters. Saifiuddin Ahmed and Murtaza Bashir completing the five.

In 1970 he founded the Indus Gallery in Karachi, which remains to date one of the longest running galleries in Pakistan. He received the Pride of Performance Award in 1968, and in 2006 the Pakistan Postal Services issued a series of postage stamps as a posthumous tribute to 'ten Great Painters of Pakistan,' which included a stamp for Ali Imam.



#### 54 SENAKA SENANAYAKE (SRI LANKAN, B. 1951) In the Woods

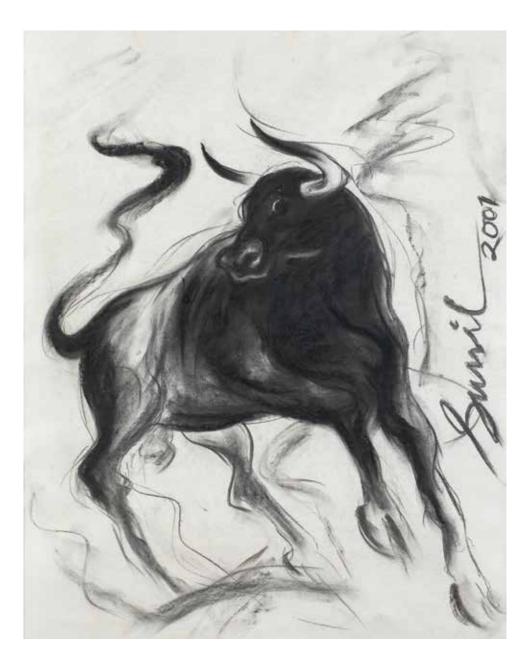
oil crayon and India ink wash 61 x 77cm (24 x 30 5/16in).

£4,000 - 6,000 €4,800 - 7,200 \$5,200 - 7,800

#### Provenance

Acquired by the vendor from her deceased husband in 1988, who likely acquired it at auction.

Note: This work has been authenticated by the artist and was painted in 1964 when the artist was 13 years old. He did not sign the work. Senaka Senanayake, a child prodigy, held his first exhibition in Colombo in the late 1950s, followed by his first international exhibition in New York at the age of 10. He graduated from Yale in 1972, having studied Art and Architecture, and returned to Sri Lanka to continue painting. He works have been exhibited widely across the world, and he has held over 100 solo exhibitions across Europe, China, Singapore, Korea, Japan and Egypt.



55 \* **SUNIL DAS (INDIAN, 1939-2015)**  *Untitled (Bull)* signed and dated 2001 centre right charcoal on paper 70.1 x 55.3cm (27 5/8 x 21 3/4in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

## Provenance

Private Collection, India; Acquired from the artist by the vendor's father in 2003. 'F.N.Souza once said of the artist: 'His paintings are often about death and horror...[He is] a master of the horrific in art.' Das's images of the bulls were inspired by his observations during a trip to Spain. The whiplash tails of his raging bulls held high.

Delhi Art Gallery, *India Modern: Narratives from 20th Century Indian Art*, March 2015. pg. 134.

56 AR FRANCIS NEWTON SOUZA (INDIAN, ACTIVE 1924-2002) Untitled (Nude)

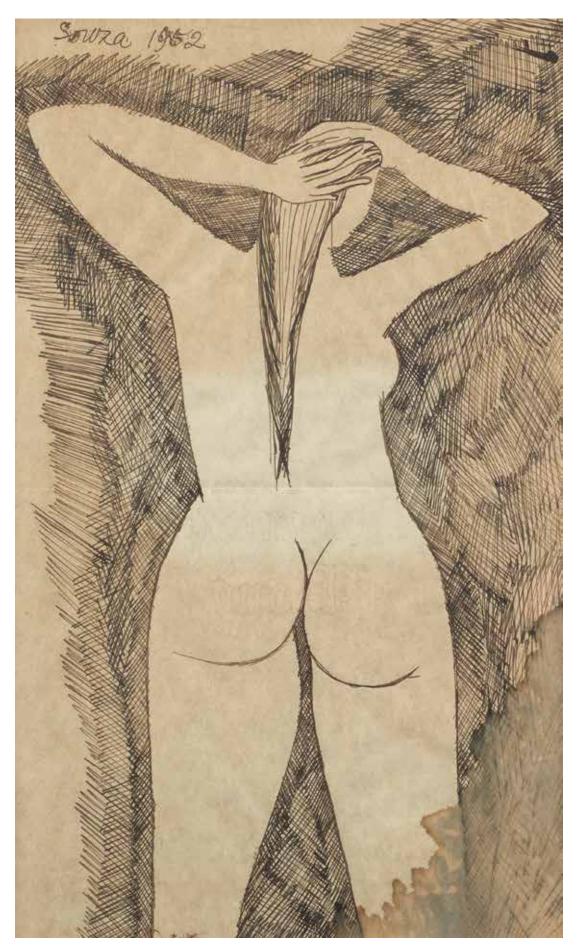
signed and dated 1952 upper left pen on paper *31.3 x 18.9cm (12 5/16 x 7 7/16in).* 

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

Provenance

Acquired by the vendor from a dealer in Portobello Road in 2005.

There is a label on the back with a biography of Souza in French.



57 \* RAM KUMAR (INDIAN, 1924-2018)

Untitled (Landscape) signed and dated Ram Kumar '84 verso oil on canvas 50.5 x 91.3cm (19 7/8 x 35 15/16in).

£30,000 - 40,000 €36,000 - 48,000 \$39,000 - 52,000

## Provenance

Acquired by the vendor's father between the 1960s-1980s when he worked at the Portuguese Embassy in India.

"By banishing the figure from his kingdom of shadows, Ram Kumar was able to emphasise the nullification of humanity, and to deploy architecture and landscape as metaphors articulating cultural and psychological fragmentation."

R. Hoskote, Ram Kumar, A Journey Within, New Delhi, 1996, p. 37





## 58 \* PARAMJIT SINGH (INDIAN, B. 1935) Untitled (Landscape)

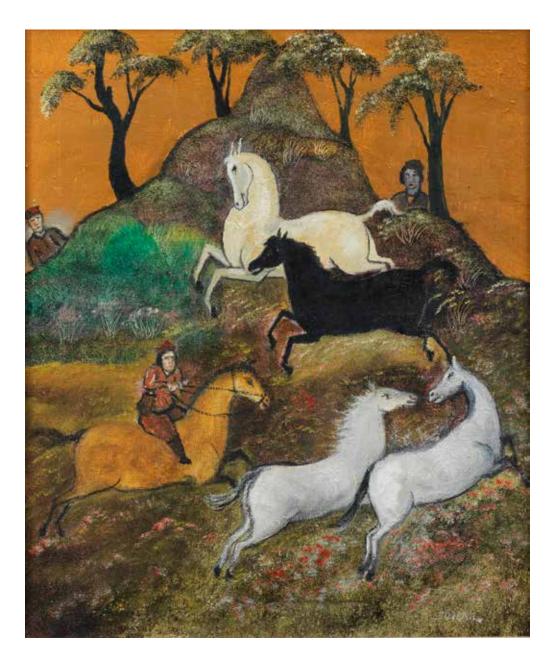
signed and dated '87 lower left oil on canvas 75 x 85cm (29 1/2 x 33 7/16in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600 **Provenance** Private Singapore Collection.

## Compare

For a similar work dating from 1987, sold at Sotheby's, see *The Indian Sale*, London, 8th May 1997, lot 467.

Paramjit Singh's works may have initially been inspired by the watercolours of Rabindranath Tagore, yet it was under Sailoz Mukherjee's tutelage that he learned how to capture the expressionistic mode of handling colour and staccato brush strokes, which are expertly deployed in the present lot.

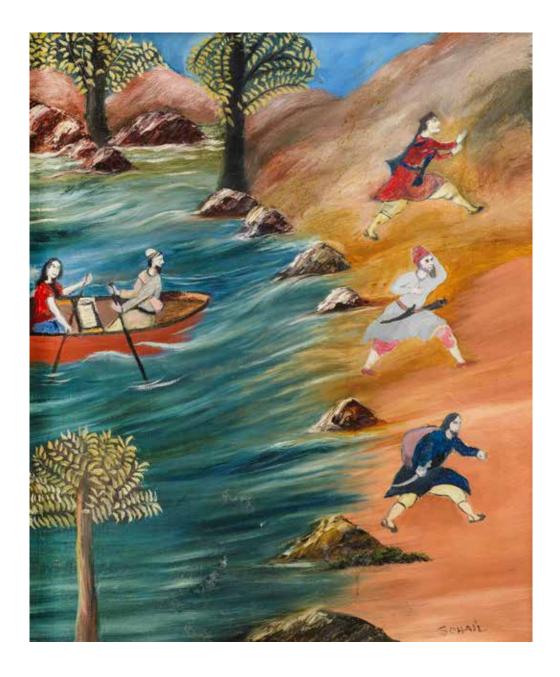


#### 59 TASSADUO 9

## TASSADUQ SOHAIL (PAKISTANI, 1930-2017)

Untitled (A rider rounding up horses) signed lower right oil on canvas 59.5 x 49.2cm (23 7/16 x 19 3/8in).

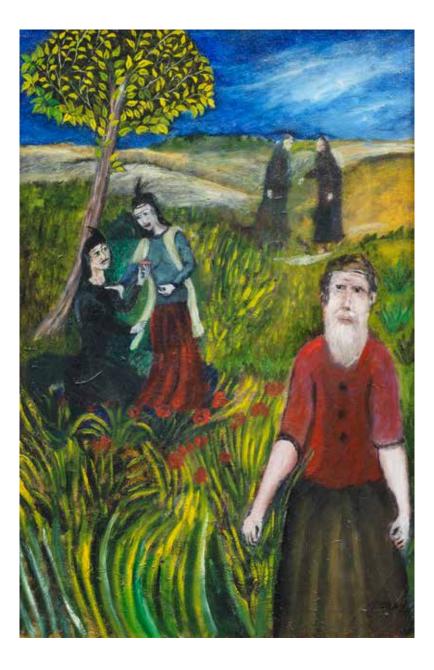
£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve Sohail's paintings are expressionist and range from miniatures to large scale and depict macabre fantasies. He deploys intense colours as can be seen in these lots, which capture the eye, whilst simultaneously unsettling the viewer. Sohail has said that some of his best works were the result of his bouts of depression, and that his works were not meant to decorate our walls, but rather were meant to decorate our minds.



60 **TASSADUQ SOHAIL (PAKISTANI, 1930-2017)** Untitled (Figures fleeing the approach of a boat)

signed lower right oil on canvas 59.3 x 49.2cm (23 3/8 x 19 3/8in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve



61 **TASSADUQ SOHAIL (PAKISTANI, 1930-2017)**  *Untitled (Figures in a landscape)* signed lower right oil on canvas 75 x 49.6cm (29 1/2 x 19 1/2in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve



## 62

## TASSADUQ SOHAIL (PAKISTANI, 1930-2017)

Untitled (Various) Photo Album: 31 works; Various sizes; the largest 27.1 x 20.4 cm; the smallest 12.6 x 9.7 cm

Non-bound works: 34 works; the largest 8.3 x 20 cm, the smallest 11.4 x 14.5 cm

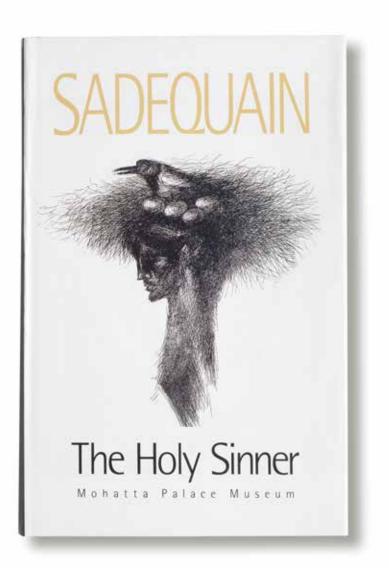
Framed work: 1 work; unframed dimensions 16.5 x 12.2 cm; framed dimensions 39.8 x 32.5 cm

watercolour on paper; ink on paper; pencil on paper; crayon on paper; oil on paper and oil on card

£800 - 1,000 €960 - 1,200 \$1,000 - 1,300 To be sold without reserve

### Provenance

Private Collection, UK; Acquired by the vendor's father in the 1970s. There are various works depicting landscapes, holy men, nudes, Aladdin, fruits and a self portrait of the artist. The works that are dated are dated between 1974-1986. There is also an exhibition pamphlet from the artist's exhibition that was held in the Foyer Galleries at the Royal Festival Hall from 29th November 1991 to 19th January 1992.



#### 63 SADEQUAIN (PAKISTANI, 1937-1987)

The Holy Sinner: Karachi : Mohatta Palace Museum in collaboration with Unilever Pakistan, 2003. *46.5 x 28.5cm (18 5/16 x 11 1/4in)*. Edition of 1200; in slip case

£500 - 1,000 €600 - 1,200 \$650 - 1,300

Sadequain: The Holy Sinner was published to accompany a retrospective held in 2002-2003 that featured over two hundred of Sadequain's non-calligraphic works. It reflected the artist's existential preoccupations with human suffering underpinned by his famous notion of "mystic figuration."

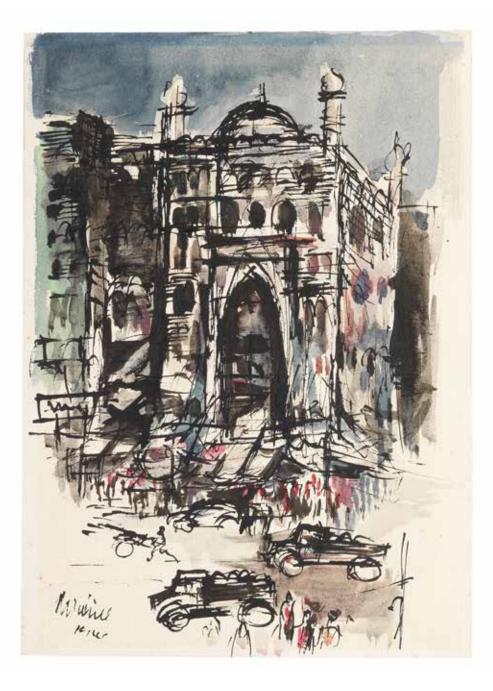
This catalogue is a first edition and was part of the numbered first edition of 1200 catalogues that were published for the exhibition.



# 64 **KRISHEN KHANNA (INDIAN, B. 1925)** Untitled

signed and dated '64 lower right watercolour and ink on paper, 30.6 x 23.2cm (12 1/16 x 9 1/8in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300

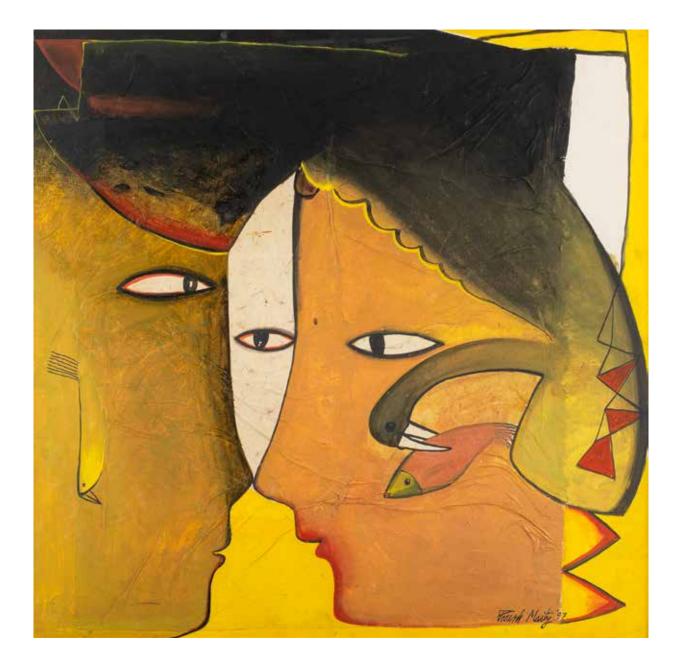


#### 65 \* NIKHIL BISWAS (INDIAN, 1930-1966)

*Two works: Untitled (Horse and Carriage); Untitled (Cityscape)* both signed lower right and lower left respectively, the second dated indistinctly, the first dated '62 ink and wash on paper

37.7 x 27.5cm (14 13/16 x 10 13/16in).and slightly smaller (2)

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600 Nikhil Biswas was born in Calcutta. He obtained his diploma in Fine Arts from the Government College of Arts and Crafts, Calcutta and was a founder member of the Chitrangshu Group, the Calcutta Painters Group and the Society of Contemporary Arts. Despite his short life span, he produced around 10,000 works, mostly black and white drawings on paper and is known for his strong gestural style as depicted in the two works that form the present lot. He worked as an illustrator for Bengali newspapers and his works were often a reflection of the struggles and suffering of man, and depicted the difficulties encountered immediately before and after India's independence and other socio and political events. He did however also depict animals, in particular horses, as can be seen in the present lot as they were symbols of virility and strength for him. His works have been exhibited in Europe and they form part of the collection of the Halle Museum in Dresden, Germany.



# PARESH MAITY (INDIAN, B. 1965)

The Third Eye signed and dated Paresh Maity '97 lower right acrylic and paper on board 72.5 x 74.1cm (28 9/16 x 29 3/16in).

£5,000 - 7,000 €6,000 - 8,400 \$6,500 - 9,100

# Provenance

Acquired from the Birla Art Academy, Mumbai in 2001.



# SEEMA KOHLI (INDIAN, B. 1960)

Untitled (The Golden Womb - 'Who I am') signed and dated in Devanagiri and English 05' lower right mixed media on canvas 121.2 x 91.1cm (47 11/16 x 35 7/8in).

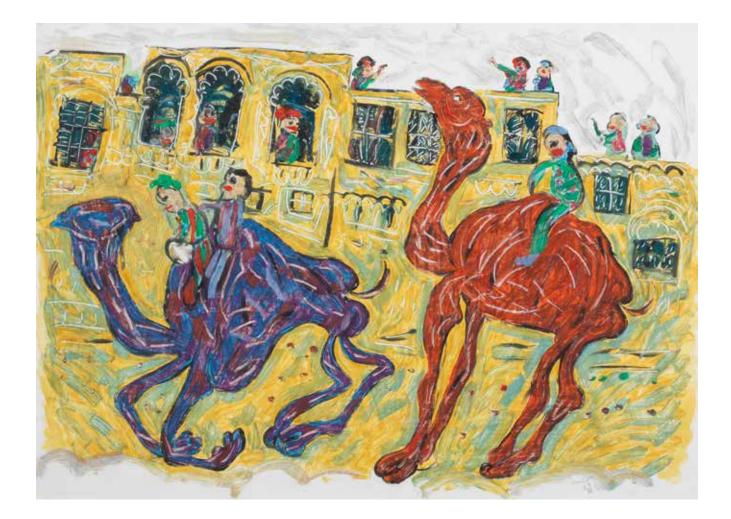
£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

# Provenance

Private UK Collection; Acquired from a Delhi Gallery in 2006.

Note: The work is unframed but on a stretcher.

Kohli is a multidisciplinary artist whose works explore the themes of spirituality, femininity and beauty. The present lot is a quintessential example of this, with its ethereal scene. Kohli has employed mixed media and imbued the work with multiple stories, myths and fables derived from Indian mythology, such as the Upanishads and rooted in philosophy. This is unsurprising given that she received a degree in Philosophy from Miranda House, and followed that up by obtaining a Diploma in Applied Arts from South Delhi Polytechnic. She has exhibited widely in her career thus far, and some notable exhibitions and fair participations include the recently concluded 2022 exhibition, The Lyrical Impulse, which ran from the February 14th - March 5th presented by Art Heritage in New Delhi, the 2019 solo exhibition at the Museum of Sacred Art in Brussels and the Biennale's of Venice, Shanghai and India. Her works are featured in the private and public collections of the Bill and Melinda Gates Foundation, Kochi Museum of Arts, Rubin Museum of Art in New York and the National Gallery of Modern Art in Bangalore.



68 **AMIT AMBALAL (INDIAN, B. 1943)**  *Untitled* signed and dated Amit 12, 4/93 lower left watercolour on card 53.4 x 73.7cm (21 x 29in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600

Born in Ahmedabad in 1943, Ambalal was a businessman until the age of 36, after which he decided to pursue art. His primary medium is watercolour as depicted in this lot, and his works are characteristically playful, an almost satirical representation of everyday life. They are often populated by multiple characters that include animals, close friends, gurus and yogis. His works have been exhibited in over 40 solo and group shows both locally and abroad and he is one of the founder members of the Contemporary Painters Group in Ahmedabad.



#### 69 \*

#### KHADIM ALI (PAKISTANI, B. 1978)

Untitled (Series: The Celebration of Red Tulips) signed and dated 2005 in Urdu lower left Mixed media on paper 32 x 21.2cm (12 5/8 x 8 3/8in).

£4,000 - 8,000 €4,800 - 9,600 \$5,200 - 10,000

#### Provenance

The Third Line, Dubai; Acquired by the vendor from the above.

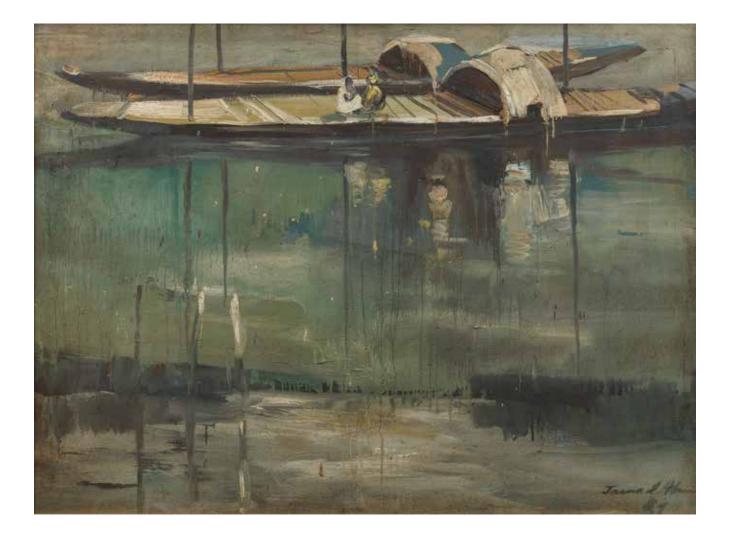
#### Exhibited

Love Hate, The Third Line, Dubai, 2005.

#### Compare

For a similar work in the British Museum, see Museum number. 2012,3031.1.

Khadim Ali was born in Quetta, Pakistan to a family of Hazara refugees from the Bamiyan Province in Afghanistan. He studied mural painting and calligraphy in Tehran from 1998-99, and then enrolled at the National College of Arts, Lahore, Pakistan from where he graduated in 2003 having studied traditional miniature painting. The present lot comes from his Bamiyan series of works that were created between 2005-2010, when he was residing in Kabul, Afghanistan and are his response to the 2003 destruction of the 6th Century AD Buddhas at Bamiyan by the Taliban. We can see clearly see the influence of his studies in this work through the synthesis of calligraphy, miniature and mural paintings, and more importantly perhaps see his own disapprobation at the decimation of his Hazara cultural heritage.



## JAMAL AHMED (BANGLADESHI, B. 1955)

Untitled (River scene with boats) signed and dated '81 lower right acrylic on canvas 86.5 x 117cm (34 1/16 x 46 1/16in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000

## Provenance

Private Collection, UK; Acquired from the artist in Dhaka in the 1980s, when the vendor's late husband was employed there. Jamal Ahmed is an artist and professor at the University of Dhaka who was awarded the Ekushey Padak in 2019, Bangladesh's second highest civilian award in recognition for his contribution to the Fine Arts. He graduated from the Faculty of Fine Arts from the University of Dhaka in 1978 and then undertook a course at the Academy of Fine Arts in Warsaw from 1980-1982. He subsequently studied oil painting at the University of Tsukuba in Japan from 1982-1984 and also earned his post graduate degree from there in 1986. He adopted acrylics as his main medium in the mid 1980s. The imagery depicted in his works is that of his native Bangladesh. They are wistful and nostalgic portrayals of local workmen and animals and the four lots in the present auction are fine examples of this. His works have been exhibited in India, Pakistan, London, Japan the USA and Norway, and his works are also held at the National Art Gallery in Bangladesh.



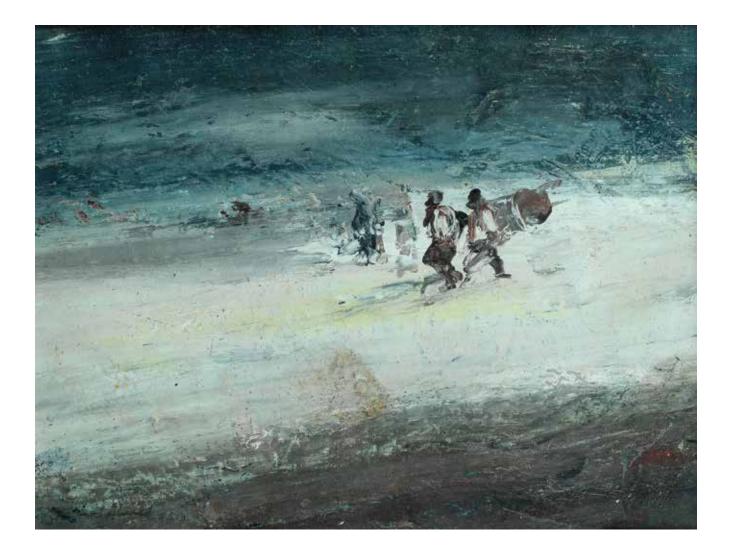
## JAMAL AHMED (BANGLADESHI, B. 1955)

Untitled (Cart with Oxen) signed lower right acrylic on canvas 98.4 x 70cm (38 3/4 x 27 9/16in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000

## Provenance

Private Collection, UK; Acquired from the artist in Dhaka in the 1980s, when the vendor's late husband was employed there.



# 72 JAMAL AHMED (BANGLADESHI, B. 1955)

Untitled (Figure 1) signed and dated '86 lower left acrylic on canvas 25.5 x 33cm (10 1/16 x 13in).

£600 - 800 €720 - 960 \$780 - 1,000

## Provenance

Private Collection, UK; Acquired from the artist in Dhaka in the 1980s, when the vendor's late husband was employed there.



# 73 JAMAL AHMED (BANGLADESHI, B. 1955) Untitled (Figure 2) signed lower left

acrylic on canvas 49.9 x 60cm (19 5/8 x 23 5/8in).

£600 - 800 €720 - 960 \$780 - 1,000

## Provenance

Private Collection, UK; Acquired from the artist in Dhaka in the 1980s, when the vendor's late husband was employed there.



# NITIN DADRAWALA (INDIAN, B. 1955)

Untitled (Yellow) 2011 oil on canvas 124.5 x 75.1cm (49 x 29 9/16in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

## Provenance

Acquired from the artists show at Hirjee Gallery, Jehangir Art Gallery in Mumbai in 2014.

Note: This work has been authenticated by the artist. The artist has said that this work was painted in 2011.

Indian miniatures, Chinese landscapes, Rothko, Turner, Tapies, Morandi, Gaitonde, Barve, Kolte and Wankhede are works and painters that have inspired Nitin Dadrawala. Born in Bombay, now Mumbai, Dadrawala received his MA in Literature from Bombay University in 1980 and subsequently joined the J.J School of Art in 1983 to learn painting. It was here that he learnt both portrait painting and abstract painting, but it was the latter that he was drawn to.

Heavily influenced by different schools of philosophy including Marathi Saint poets, Navnath Sampraday, Mahanubhav and Zen masters, the four works in this auction are an exemplification of his various influences. All four works come from the same series, and Dadrawala's focus in these works was to make an impression with both appearance and disappearance in one space. He has said that it was in this series he could see the growth of himself as a painter. He is concerned with giving solace to the viewer, and to capture the beauty of silence and calmness, as achieved by Rothko and Gaitonde.



## NITIN DADRAWALA (INDIAN, B. 1955)

Untitled (Grey) 2013 oil on canvas 125.6 x 74.5cm (49 7/16 x 29 5/16in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

## Provenance

Acquired from the artists show at Hirjee Gallery, Jehangir Art Gallery in Mumbai in 2014.

Note: This work has been authenticated by the artist. The artist has said that this work was painted in 2013.



### 76 NITIN DADRAWALA (INDIAN, B. 1955)

Untitled (Red) signed in Devanagari on the reverse 2012 oil on canvas 126 x 74.4cm (49 5/8 x 29 5/16in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

#### Provenance

Acquired from the artists show at Hirjee Gallery, Jehangir Art Gallery in Mumbai in 2014.

Note: This work has been authenticated by the artist. The artist has said that this work was painted in 2012.



## NITIN DADRAWALA (INDIAN, B. 1955)

Untitled (Yellow & Raw Umber) signed in *Devanagari* and English on the reverse 2012 oil on canvas 124.5 x 75.5cm (49 x 29 3/4in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

## Provenance

Acquired from the artists show at Hirjee Gallery, Jehangir Art Gallery in Mumbai in 2014.

Note: This work has been authenticated by the artist. The artist has said that this work was painted in 2012.



#### 78 \*

## **RAJA CHANGEZ SULTAN (PAKISTANI, B. 1949)**

Himalayan Odyssey signed lower right oil on canvas 55 x 75 cm (21 5/8 x 29 1/2in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

### Provenance

Acquired from the artist by the vendor in the years 1997-1999.

Note: This work has been authenticated by the artist.

Raja Changez Sultan, is both a painter and poet and the former Director General of the National Council of the Arts in Pakistan. He started painting in 1967 and completed two Masters degrees; the first in Fine Arts and the second in Writing, both from Columbia University in the USA. He worked at the United Nations in Geneva for two years, and then returned to Pakistan to serve in the tourism sector.

The four works in this auction are from two of his most famous series, The Himalayan Odyssey and the Divided Self. The Himalayan series was influenced by his work in the tourism industry and the two works in this auction show the interplay of the four elements of earth, air, water and fire that one comes across in Pakistan's mountainous landscapes. The two works from the Divided Self series are based on the multiplicity of personalities that reside within each of us; the first and second pushing us forward and holding us back, the third making us more reflective and the fourth making us aggressive. All four works however are connected due to their 'haziness', which is intentional on the artist's part, as he says that one rarely finds an absolute straight line in nature. His works therefore support the amorphous imagery, which harks back to nature and how every form has a three dimensional element.

He has held over 45 exhibitions across the world, most notably in the USA, England, Austria and in Pakistan since 1974, and his works continue to be sold by various galleries.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



79 \*

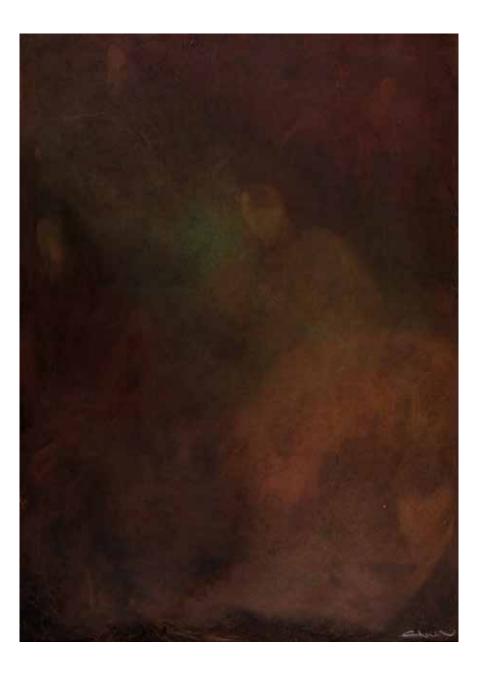
# RAJA CHANGEZ SULTAN (PAKISTANI, B. 1949)

Himalayan Odyssey - Sunrise signed lower right oil on canvas 55 x 75cm (21 5/8 x 29 1/2in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

**Provenance** Acquired from the artist by the vendor in the years 1997-1999.

Note: This work has been authenticated by the artist.



80 \* **RAJA CHANGEZ SULTAN (PAKISTANI, B. 1949)**  *The Divided Self* signed lower right oil on canvas 75 x 55 cm (29 1/2 x 21 5/8in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

#### Provenance

Acquired from the artist by the vendor in the years 1997-1999.

Note: This work has been authenticated by the artist.



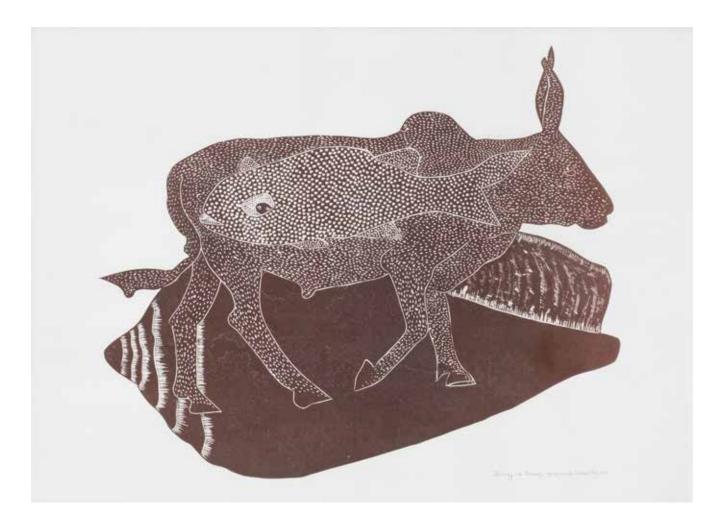
81 \* **RAJA CHANGEZ SULTAN (PAKISTANI, B. 1949)**  *The Divided Self* signed lower right oil on canvas 76 x 55.7cm (29 15/16 x 21 15/16in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

#### Provenance

Acquired from the artist by the vendor in the years 1997-1999.

Note: This work has been authenticated by the artist.



## 82 SYED SALEEM ARIF QUADRI (BRITISH, 1949)

Drawing into Discovery signed and dated Saleem Arif 1987 lower right Linocut 54.6 x 74.7cm (21 1/2 x 29 7/16in).

#### £1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600

There is a label on the back dedicated to the vendors parents which says 'For Margaret and Charles, with lots of love and prayers, Saleem Arif, June '87'

Syed Saleem Arif Quadri MBE was born in Hyderabad, India and emigrated to Britain in the 1960s. His work, Landscape of Longing is part of the Tate's collection. He received the award for 'Young Sculptor of the Year' in 1971 having studied Sculpture at the Birmingham School of Art. He then pursued further studies at what was then known as the Royal College in London, where he encountered Dante's *Inferno*. He was enchanted by the heroic Christian figures, and drew parallels with the traditional tales of Islam. He was also deeply captivated by Islamic Sufism and by the modernism of Matisse (1869-1954) and Klee (1879-1940). Upon graduating in 1975, he travelled extensively in Europe, North Africa and in the Asian-sub continent, and it was the assimilation of the various influences from his travels and studies that culminated in the arts that he produced. The 6 works in this auction dating from the late 80s to the early 90s, come from the same collection and were painted by Quadri for the vendor's parents, who were patron's of the artist. The works illustrate Quadri's signature style developed in the 1980s, of using different techniques and mediums to best express his visual style. On a deeper level, these works draw upon notions of spiritual quest, and express wonder and awe at the nature of things.

The works titled, *Landscape Within* and *Mount of Vision* have invisible spaces, which Quadri associates with the Sacred. He views these spaces as positive elements within the composition. As is evident in many of his works, these negative spaces are evocative of male and female principles and their relationship to nature.

Vanni Fucci clearly illustrates his love for Dante's *Inferno* as it references Vanni Fucci di Pistoia, a minor character from the first part of Dante's poem, the *Divine Comedy*, who was sent to the seventh bolgia of the eight circle of Hell where thieves were punished. It was here that Vanni Fucci was attacked by the moster Cacus, who himself was sent to the bolgia for stealing Hercules's cattle.

Quadri was also featured in the seminal 1989 exhibition, *The Other Story: Afro-Asian Artists in Post-War Britain*, held from the 29th November 1989 to 4th February 1990 at the Hayward Gallery in London. The exhibition showcased the works of Afro-Asian artists in post war Britain, and included many artists whose works are part of this auction, including Anwar Jalal Shemza, Avinash Chandra and Francis Newton Souza.



## 83 SYED SALEEM ARIF QUADRI (BRITISH, 1949)

Vanni Fucci and Monster Cacus signed and dated Saleem Arif 1987 lower right Mixed media 48.1 x 62.4cm (18 15/16 x 24 9/16in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000



### 84 SYED SALEEM ARIF QUADRI (BRITISH, 1949) Mount of Vision signed and dated Saleem Arif 1987 lower centre

Linocut 59.5 x 45.6cm (23 7/16 x 17 15/16in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000



# 85 SYED SALEEM ARIF QUADRI (BRITISH, 1949)

Landscape Within signed and dated to the right of the seahorse, Saleem Arif '92-93 Mixed Media (Monoprint, wood cut, watercolour, silver and gold leaf)  $69 \times 89.3 cm$  (27 3/16 x 35 3/16in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600



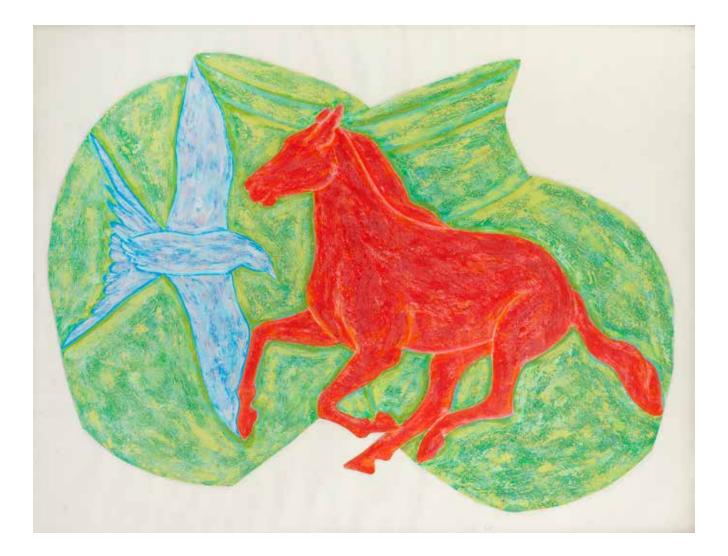
# SYED SALEEM ARIF QUADRI (BRITISH, 1949)

Landscape Within

signed and dated to the left of the largest fish, Saleem Arif 1992-93 Mixed Media (Monoprint, wood cut, water colour, silver and gold leaf)  $69.5 \times 89.5 cm$  (27 3/8 x 35 1/4in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600

The work is dedicated to Charles and Margaret, the vendor's parents. This can be seen on the bottom of the work where the artist has written 'For Charles and Margaret - with love and embrace, Saleem Arif (April 25th, 1993).



# 87 SYED SALEEM ARIF QUADRI (BRITISH, 1949)

Realms of Nobility acrylic and sand on paper and muslin 71.4 x 89.8cm (28 1/8 x 35 3/8in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600

There are two labels' on the reverse. The first with the title, medium and date of the work. The second with the name of the artist, his address, telephone number and studio.



88 **SHANTI DAVE (INDIAN, B. 1931)**  *Untitled* signed and dated '62 in *Devanagar*i upper right oil on canvas 45.7 x 45.7cm (18 x 18in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600 To be sold without reserve

#### Compare

For similar works sold in these rooms see, *Islamic and Indian Art*, London, 6th April 2006, lot 317 and *Contemporary Indian and Pakistani Paintings*, London, 14th September 2006, lot 59.



89 SHANTI DAVE (INDIAN, B. 1931) Untitled signed and dated '62 in *Devanagari* upper right oil on canvas 45.5 x 45.5cm (17 15/16 x 17 15/16in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600 To be sold without reserve

#### Compare

For similar works sold in these rooms see, *Islamic and Indian Art*, London, 6th April 2006, lot 317 and *Contemporary Indian and Pakistani Paintings*, London, 14th September 2006, lot 59.



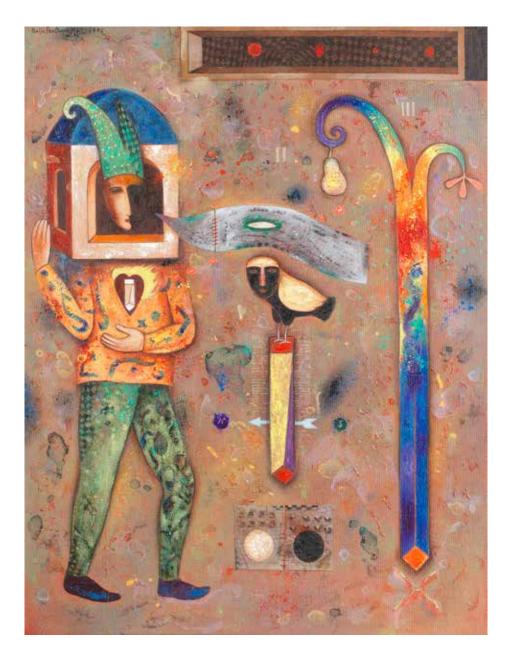
# SUBHAPRASANNA BHATTACHARYA (INDIAN, BORN 1947)

Fish oil on canvas 83.6 x 85.1cm (32 15/16 x 33 1/2in).

£1,000 - 2,000 €1,200 - 2,400 \$1,300 - 2,600

Note: The artists' name is on the reverse, along with the address: 37 C College Row, Calcutta – 70009. The title of the work 'Fish', along with its dimensions (87 x 87 cm) and medium (oil on canvas) are also on the reverse.

Bhattacharjee graduated from the Indian College of Arts (Rabindra Bharati University) in Calcutta in 1969, and his works are heavily influenced by the city. He likes to depict the moods of the city, its people and places and employs an assortment of mediums such as charcoal, oil and mixed media to do this. The fish depicted in this lot, made using oils is an example of how he depicts various aspects on the city in his works; fish is staple food in Kolkata. Bhattacharya has exhibited widely throughout his career in both group and solo exhibitions in India, Singapore, Dubai, Switzerland, Germany, Bangladesh and New York. He has also been the recipient of the 1979 All India Fine Arts and Crafts Society (AIFACS) award, the 1978 State Lalit Kala Academy award and the 1977 Birla Academy of Art and Culture award.



## BAIJU PARTHAN (INDIAN, B. 1956)

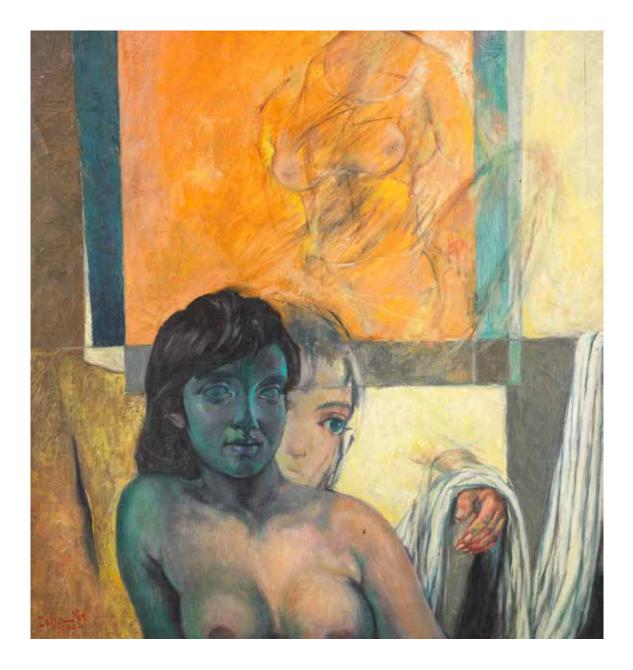
The Jestor signed and dated Baiju Parthan 1996 upper right oil on canvas 87.5 x 70cm (34 7/16 x 27 9/16in)..

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

## Provenance

Acquired from the Birla Art Academy, Mumbai in 2003.

Baiju Parthan is a painter of intermedia works, and his works are influenced not only by his degrees in Botany, Comparative Mythology and Painting but also his interest since the mid 1990s in computers, which led him to learning hardware engineering and creating programmes. The present work was created after he returned to painting in the early 1990s having been on a sabbatical since the early 1980s, and might be one of the last works he created using traditional media. His subsequent works were created using materials that were sourced from television, newspapers, and the internet, along with scientific charts, satellite maps and new media such as interactive programming based art. He has exhibited widely in India and some notable exhibitions include those at Gallery Samukha, Bangalore, 1999; Escape Gallery, New Delhi in 2002; and Source Codes, Museum Gallery, Mumbai in 2006. He was recently part of the exhibition, The Journey is the Destination: The Artist's journey between then and now which ran from the 15th March 2016 - 13th July 2016 at the Jehangir Nicholson Art Foundation and included eight artists whose practises have undergone significant changes over the years. The artists included Anju Dodiya, Zarina Hashmi, Sudhir Patwardhan, Atul Dodiya, Nalini Malani, Sunil Gawde and Vivan Sundaram. He was also awarded the Goa Lalit Kala Academy artist of the year in 1981.



#### 92 ISHA MAHAMMAD (INDIAN, B. 1933) The Golden shadow

signed and dated Isha Mol 1994 lower left oil on canvas 77.2 x 73.2cm (30 3/8 x 28 13/16in).

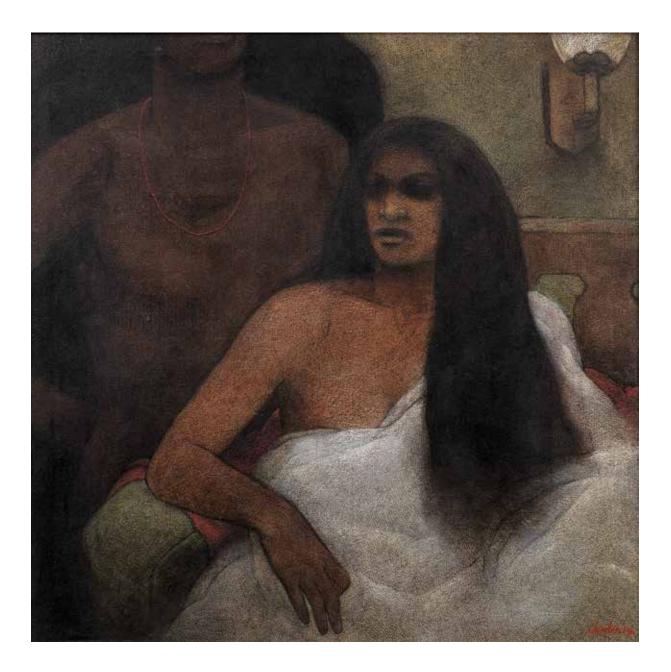
£600 - 800 €720 - 960

\$780 - 1,000

## Provenance

Acquired from the artist's solo exhibition at Jehangir Art Gallery, Mumbai in 2004.

Isha Mahammad obtained his diploma in painting and drawing from the Government College of Art & Craft, Calcutta in the year 1958, where he learnt the traditions of British Academic Art. He pursued further studies in West Germany, at the Dusseldorf Academy where he encountered the German Expressionist group and it was during his travels in Europe that he was also influenced by European modernism. He has exhibited widely and some notable exhibitions include those at the Indo-American Society, Kolkata in 1964; Bedford Hill Gallery, London in 1987; Vadehra Art Gallery, New Delhi in 1992 and Taj Art Gallery, Mumbai in 1997. His works can be found in the collections of the National Gallery of Modern Art, New Delhi; Lalit Kala Akademi, New Delhi; The Museum of Bengal Modern Art, Calcutta; Academy of Art & Culture, Jammu & Kashmir and the Museum for Indian Art, Berlin. He has also received the the Graphic Art award from Kolkata University in 1956 and the Painting award from Birla Academy of Art & Culture, Kolkata in 1972.



## CHANDRA BHATTACHARYA (INDIAN, B. 1961)

Woman in White

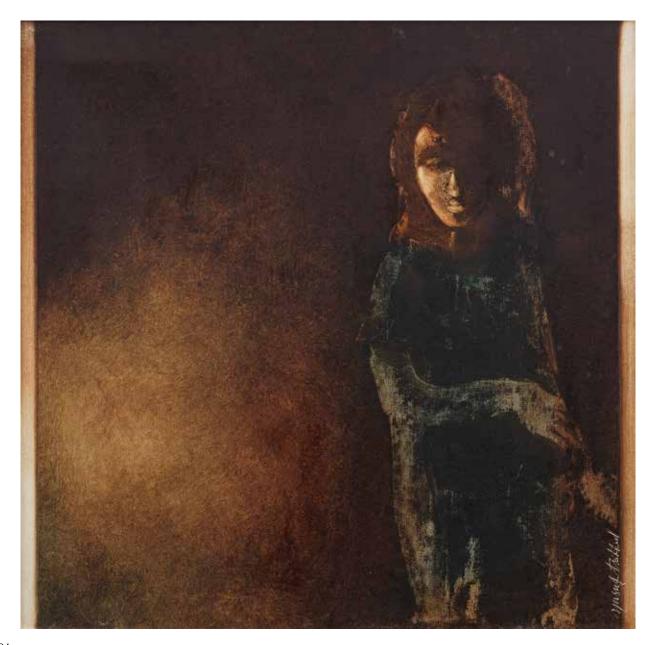
signed and dated Chandra '96 lower right conte charcoal, dry pastels and acrylic on canvas 90.5 x 92.1cm (35 5/8 x 36 1/4in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600

## Provenance

Acquired from a charity auction in Mumbai in 2003.

Bhattacharya was born in West Bengal and graduated from the Indian College of Art & Draughtsman ship in Kolkata in 1986. He obtained his Fine Arts and Post-Graduate in Fine Arts degrees from Kala Bhavan, Visva-Bharti University, Santiniketa in 1987 and 1989 respectively. His works are heavily influenced by the Santhal tribe of Calcutta, who he got to know whilst frequenting the heartland of Bengal. His works often depict the qualities espoused by the men and women he encountered here, specifically their stoicism, forbearance and their iron will to persevere despite their adverse circumstances. The present lot is a guintessential example of this, and it through the muscular, lean, rugged and dark-complexioned skin that the qualities Bhattacharya most values are expressed. He has exhibited widely, and some notable shows include Apparao Galleries home shows in Toronto, New York & Singapore in 1999, The Guild, Hong Kong in 2001, Galerie 88, Kolkata and at the New York Academy of Art in 2008, Lalit Kala Akademi, New Delhi in 2003. He is also the recipient of the 1986 award for the Excellence in Fine Arts from Rabindra Bharati University and the 2008 Taj Gaurav award.



## HAKU SHAH (INDIAN, B. 1934)

Woman with Bird signed and dated in Devanagiri Haku 2000 lower right oil on canvas 140.5 x 86.1cm (55 5/16 x 33 7/8in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000

## Provenance

Acquired from the Birla Art Academy, Mumbai in 2001.

Haku Vajubhai Shah was born in Valod, Gujrat. He received his Bachelors and Masters degrees in Fine Arts from the Maharaja Sayajirao University of Baroda. He was a figurative painter hailing from the Baroda School of Art and his works were influenced by tribal art and culture as is evident in the present lot, Gandhian philosophy and the Bhakti movement. In addition to having published several books on traditional Indian pottery, he was also the curator of the Museum for Tribal Cultures at the Gujarat Vidhyapeth (University), and a consultant of the National Institute of Design in Ahmedabad. He exhibited widely throughout his career and some exhibitions include, the Jehangir Art Gallery, Mumbai in 1963 ad 1964, at the International House, Philadelphia, Pennsylvania in 1968, Gallery One, New York in 1976, Bade Museum, Berkeley in 1991, Durban Art Gallery, Cape Town, South Africa, 1998 and Visual Art Gallery, India Habitat Centre, New Delhi in 2007. He has received several awards, notably the John D. Rockefeller 3rd Fellow in 1968, the Nehru Fellowship Award in 1971, the Padma Shri in 1989 and the Kala Ratna from the All India Fine Arts and Crafts Society (AIFACS) in 1997.



## YUSUF ARAKKAL (INDIAN, 1945-2016)

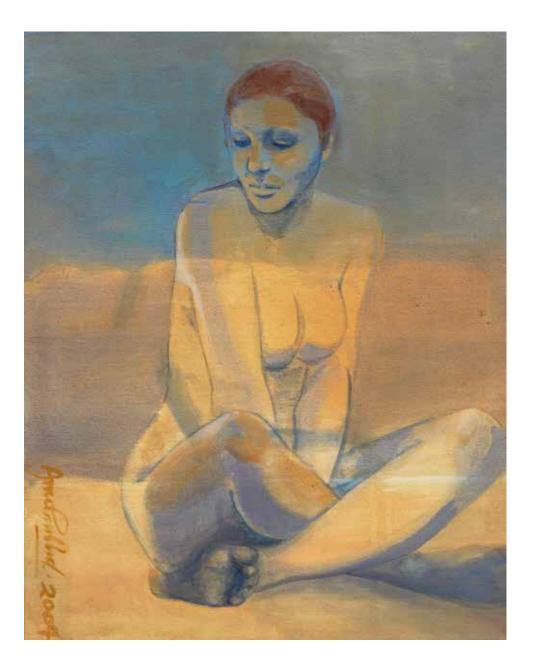
The Epiphany signed lower left oil on canvas 61.8 x 62.2cm (24 5/16 x 24 1/2in).

£800 - 1,200 €960 - 1,400 \$1,000 - 1,600

## Provenance

Acquired from the Birla Art Academy, Mumbai in 2004.

Yusuf Arakkal was born in Chavkkad, Kerala. He studied at the Karnataka Chitrakala Parishat where he obtained his Diploma in painting in 1973. He subsequently enrolled at the National Academy in Garhi, Delhi and specialized in graphic print making. His works often set against oppressive backgrounds, aim to highlight the plight of ordinary people, who are neglected by society, as illustrated in this lot. He employs sombre shades and the textures of his canvaes are reminiscent of peeling and cracked walls, a metaphor for the helpless in society. Arakkal has been featured in solo and group shows held in France, Singapore, New York, London, Japan, Brazil and Hong Kong and received the Lalit Kala Akademi Award in 1979 and in 1981, the Shiromani Kala Puruskar from the Government of India in 1983, and the award of the Third Asian Art Biennale, Dhaka, Bangladesh in 1986.



#### 96 \* ANUPAM SUD (INDIAN, B. 1944)

Untitled (Seated woman) signed and dated 2009 lower right oil on canvas 76 x 61cm (29 15/16 x 24in).

£4,000 - 6,000 €4,800 - 7,200 \$5,200 - 7,800

#### Provenance

Art Bull, *The Spring*, New Delhi, 20th April 2012, lot 70; Acquired by the vendor from the above.

Anupam Sud was born in Hoshiarpur in Punjab in 1944 and spent her youth in Shimla in Himachal Pradesh. She studied at the Delhi College of Art between 1962-1967 and was one of the founding members of 'Group 8,' established in 1968 to promote print making as an independent art form. She subsequently studied printmaking at the Slade School of Fine Art in London, from 1971-1972, and is today recognised as one of India's finest printmakers. In addition to printmaking and the works she produces using intaglio, lithography and screen printing, she is also known for her drawings and paintings, the latter of which is an example of the present lot. The work in this lot addresses the themes Sud has explored since the 1970s; issues pertaining to female sexuality, centring on the naked body and devoid of all adornment. The downcast look on the subject's face is almost introspective and fatalistic which is a recurring theme in Sud's works. Apart from the influences of her mother and father, Sud was greatly influenced by Somnath Hore, whose work she could relate to. She has won numerous awards, two of which include those from the Lalit Kala Academy and the Egyptian International Print Biennale. She has been featured in solo and group exhibitions in India, Bangladesh, the USA, Korea and Japan and her works are included in the collections of the the National Gallery of Modern Art, New Delhi; Peabody Museum, Massachusetts: The Victoria and Albert Museum in London: the Jehangir Nicholson Foundation in Mumbai; Glenbarra Art Musuem, Japan; Fukuoka Museum, Japan to name a few. She has most recently been featured in the 2022 group show of Delhi Art Gallery (DAG), A Place in the Sun: Women Artists from 20th Century India, which runs from the 15th March - 10th June 2022.



## 97 \*

#### PARTHA PRATIM DEB (INDIAN, B. 1943) Untitled

10 signed and dated '03 lower right, 5 signed and dated '03 upper right

ink on printed paper on board

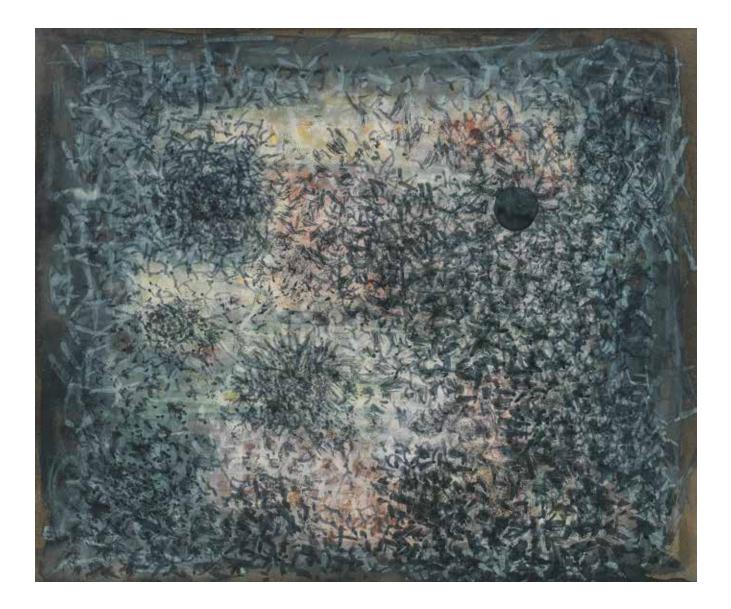
87 x 102.5cm (34 1/4 x 40 3/8in).each work: 25.8 x 16.2 cm

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

#### Provenance

Emami Chisel Art PVT. Ltd., *Contemporary & Modern Indian Art*, 8th November 2008, lot 36; Acquired by the vendor from the above. Partha Pratim Deb was born in 1943 in the Sylhet district of Bangladesh and moved to Agartala in Tripura when he was five. He received his BA in Fine Art from Kala Bhavan, Shanti Niketan in 1966 and completed his M.A in Painting from Maharaja Sayajirao University in Baroda in 1968. He has held numerous solo and group exhibitions, since 1968 in India, Singapore and California and continues to live and create new artworks in Kolkata. His practise involves the use of unconventional media which stems from his training at Shanti Niketan; some materials include the use of glass, discarded cloth, terracotta and pulp. The present lot however was created using traditional ink on printed paper, with bold black lines and it was

perhaps his way of paying homage to his initial goal of becoming a cartoonist. The 15 unusually shaped human figures, resembling caricatures are of indeterminate gender with expressionless faces. They seem to inhabit a world of their own and are almost fantastical.



# 98 \*

## JYOTI SWAROOP (INDIAN, 1939-2009)

Untitled (Inner Jungle Series) watercolour on paper 19 x 22.8cm (7 1/2 x 9in).

£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

## Provenance

Private Collection, India; Acquired from the artist in 2008. Jyoti Swaroop was a self-taught painter from Jodhpur, Rajasthan who is primarily known for the abstract art that he created using media that included watercolour, pencil, crayon and charcoal. He challenged the traditional artistic landscape that was dominated by folk and miniature art, and delved into exploring the inner struggle. The present lot comes from his famous 'Inner Jungle' series which seeks to meld colour, forms and textures and explore ones inner tensions. His works are extremely intricate, small in scale and yet succeed in exuding a luminosity through the materials deployed, as if they are perpetually lit by some source. To learn more about his works and life, please refer to Bonhams' curated exhibition on the artist, showing alongside the

auction exhibition, which provides further insights into his works.



#### 99 \* JYOTI SWAROOP (INDIAN, 1939-2009) Untitled (JS 32)

watercolour on paper 19.2 x 23cm (7 9/16 x 9 1/16in).

£3,000 - 5,000 €3,600 - 6,000 \$3,900 - 6,500

**Provenance** Private Collection, India; Acquired from the artist in 2008.

For details of the charges payable in addition to the final Hammer Price of each Lot please refer to paragraphs 7 & 8 of the Notice to Bidders at the back of the catalogue.



#### 100

#### SHEELA GOWDA (INDIAN, B. 1957)

Untitled (Rural Landscape) signed and dated '84 lower left charcoal on paper 55 x 73.8cm (21 5/8 x 29 1/16in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

**Provenance** Acquired at NL auctions in Finchley in 2022.

#### 'If my work gets read as beautiful alone it would be inadequate. It would be a reading of the surface markers alone because the underlying layers are dark.'

Sheela Gowda quoted in Trevor Smith (ed.), *Sheela Gowda*, exhibition catalogue, Bose Pacia Gallery, New York 2007, p.145

Sheela Gowda studied painting at the Ken School of Art, Bangalore and graduated in 1979. She subsequently obtained her postgraduate diploma in 1982 from Visva-Bharti University in Santiniketan. She then pursued her MA in painting from the Royal College of Art in London in 1986. Her works are part of the Tate Modern's Collection in the UK and the Solomon R. Guggenheim Museum in the USA and she is primarily known for her three-dimensional and installation art works, which she started making in the 1990s in reaction to the rapid progress of economic and cultural development in India. These works are created using diverse materials that include cow-dung, human hair, kumkuma and incense powder, and are inspired by the experiences of marginalized and rural people in India. The present lot dating from 1984, is an example of her early works and the connection to the rural theme that pervades her oeuvre is evident here. Her works have been exhibited worldwide, some notable exhibitions include Gallery Chemould, Mumbai (1993), Bose Pacia Gallery, New York (2006), Venice Biennale (2009), Paris-Delhi-Bombay, Centre Pompidou, Paris (2011), 'Remains' Pirelli HangarBiococca, Milan, Italy (2019).



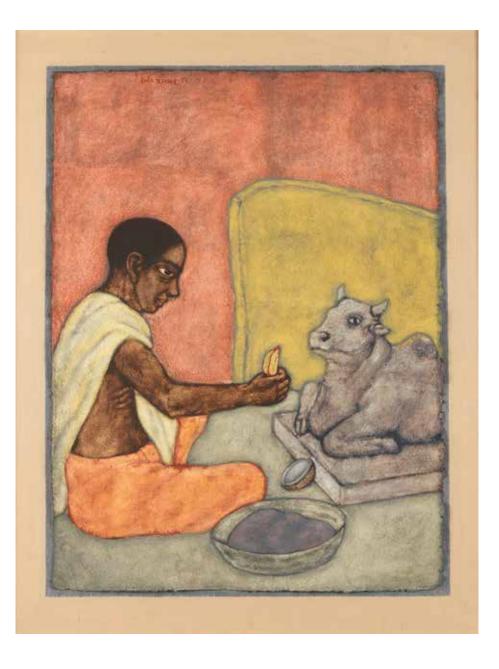
#### 101

#### SURENDRA PRADHAN (NEPALESE, 1965-2017)

Untitled (Reclining Woman) signed lower right watercolour on paper 50.2 x 68.4cm (19 3/4 x 26 15/16in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

**Provenance** Acquired from Bushey auctions in 2019. Surendra Pradhan was a founder member of the Nepal Water colour society. From the age of 11, he was under the tutelage of Rama Nanda Joshi, the founder of Park Gallery, which was not only the first school that taught Modern Art in Nepal but also acted as a Modern Art Gallery. Pradhan held his first solo exhibition in 1981, aged 16, shortly after which he moved to India and followed in the footsteps of his teacher and enrolled for his Bachelor of Fine Arts at the Sir J.J School of Art. He was heavily inspired by Cubism, as is evident in the present lot and managed to combine Cubism with traditional Nepali culture and identity. Known for his usage of bright colours and earthly tones, his works feature broad sweeping curves meeting sharp points, as can be seen in the reclining woman in this lot. His retrospective, entitled Surendra Pradhan: Retrospective was held in 2014 at Park Gallery, which included 40 works created over three decades and included watercolours and woodcuts.



#### 102 SHANTI PANCHAL (INDIAN, B. 1951) Untitled (Offering)

signed and dated 88-89 [?] in *devanagari* upper left watercolour on paper 75.9 x 55.9cm (29 7/8 x 22in).

£1,000 - 2,000 €1,200 - 2,400 \$1,300 - 2,600

Note: The work has been signed and dated on the reverse.

Panchal was born in Mesar, Gujrat and studied at the Sir J.J School of Art in Bombay. He received a scholarship from the British Council to study at the Byan Shaw School of Art in London, and has since resided there. He has been the artist-in-residence at the British Museum, the Harris Museum in Preston and the Windsor and Newton Art facility in London and also co-curated 'Midnight's Family: 70 years of Indian Artists in Britain,' a virtual exhibition at the Ben Uri Gallery & Museum in August 2020. He has exhibited widely since the late 1980s, and he is renowned for his watercolour paintings, as seen in the present lot. He has been the recipient of the BP Portrait Award at the National Portrait Gallery, and his works are included in the collection of the Arts Council of England and the British Museum. He is also an Honorary member of the Royal Society of British Artists.



103 LUBNA LATIF AGHA (PAKISTANI, 1949-2012) Untitled oil on canvas

99.8 x 76.2cm (39 5/16 x 30in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900

#### Provenance

Private Collection, UK; Acquired by descent from the artist by the vendor who is a family member.

#### Compare

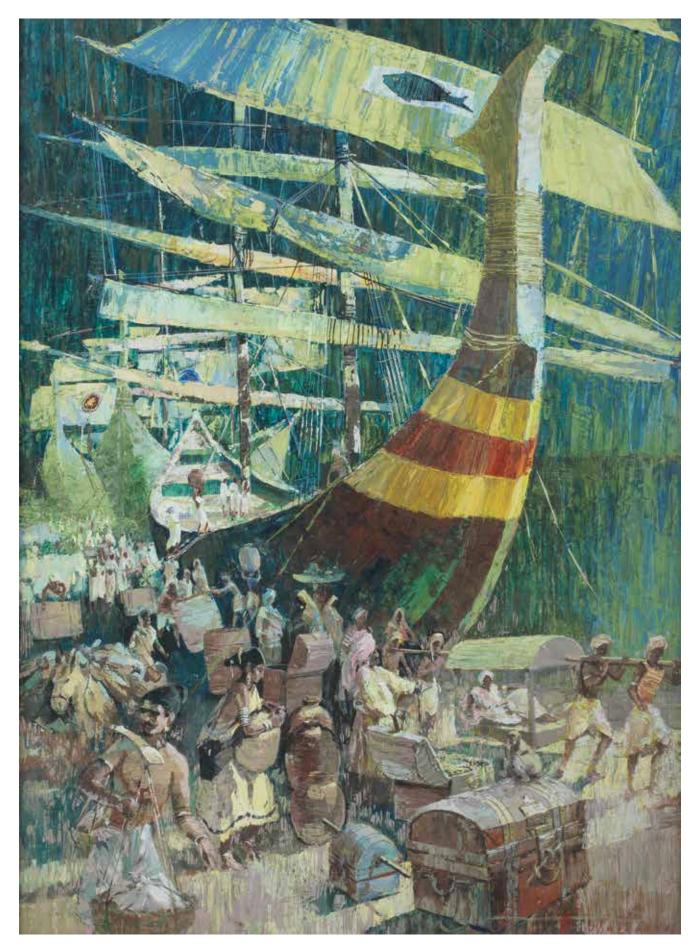
For a similar work sold in these rooms, see Art of Pakistan, London, 24th May 2017, lot 32.

104 **J. WILKINS (INDIAN, 1927-1991)**  *Untitled (Scene)* signed J Wilkins lower right oil on board 72 x 52cm (28 3/8 x 20 1/2in).

£800 - 1,000 €960 - 1,200 \$1,000 - 1,300

#### Provenance

Acquired by the vendor from Portobello Road over 20 years ago.





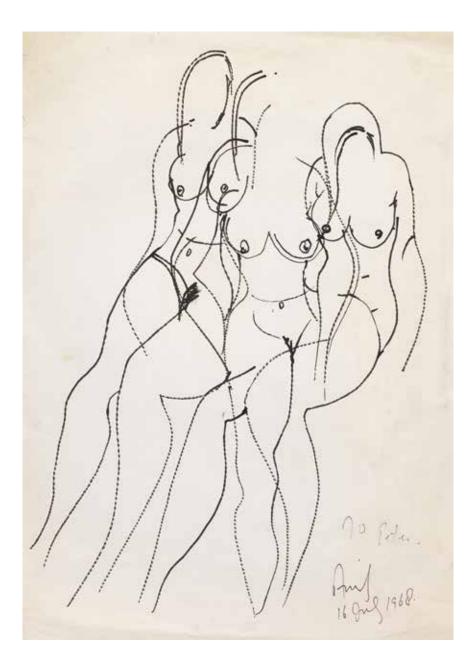
#### 105 EARLY BENGAL SCHOOL (20TH CENTURY)

Untitled (Woman carding wool) dated lower right watercolour on paper 49.9 x 27.8cm (19 5/8 x 10 15/16in).

£1,500 - 2,000 €1,800 - 2,400 \$2,000 - 2,600

#### Provenance

Acquired by the vendor from Brimfield Antique Fair, USA over 20 years ago.



#### 106

#### AVINASH CHANDRA (INDIAN, 1931-1991)

Untitled (Three female figures) signed and dated 16th July 1968 lower right and inscribed *To Peter* lower right pen and ink on paper 41.8 x 29.6cm (16 7/16 x 11 5/8in).

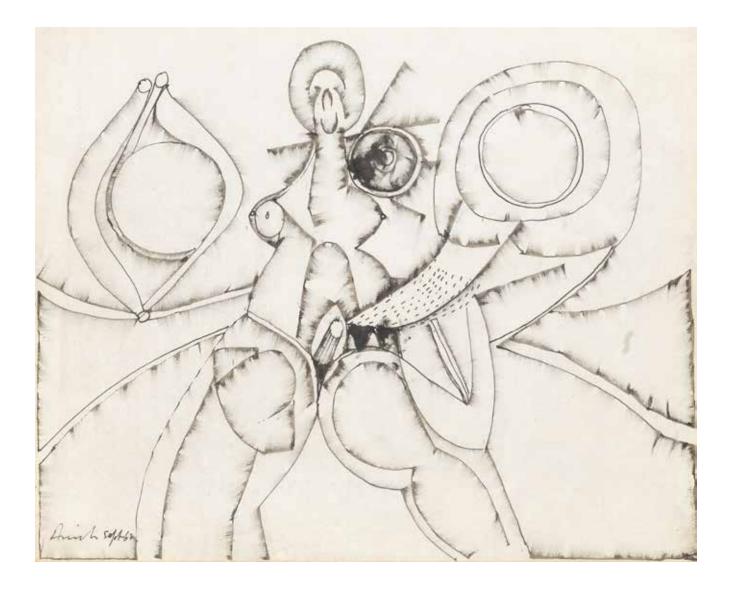
£800 - 1,200 €960 - 1,400 \$1,000 - 1,600

#### Provenance

Private Collection, UK; Gifted by the artist to the vendor's husband, Peter Townsend, who was editor of Studio International in the late 1960s.

#### Compare

For a similar work sold in these rooms see *Modern and Contemporary Indian and Pakistani Paintings*, London, 21st May 2007, lot 96.



#### 107 AVINASH CHANDRA (INDIAN, 1931-1991)

*Two works: Untitled I; Untitled II* both signed lower left and lower right respectively, the first signed and dated *Sept 64*, the second signed and dated 63 the first ink on paper, the second ink and watercolour on paper  $32.5 \times 40 \times 22.6 \times 69.2 \text{ cm}$  (12 13/16 x 15 3/5 x 8 7/8 x 27 1/4in). framed dimensions: 49.3 x 55 cm and 39 x 84.9 cm

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000

Provenance Private UK Collection.

#### Compare

For similar works, sold at Sotheby's, see *Indian Art*, New York, 19th March 2008, lot 51 and *20th Century Asian Art*, London, 14th July 2005, lot 36.



#### 108 AVINASH CHANDRA (INDIA, 1931 - 1991)

Figures on Dark Ground Pen and watercolour on paper Hamilton Gallery label on reverse. 26 x 50.5cm (10 1/4 x 19 7/8in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000

#### Provenance

Private Collection, UK; Acquired from the artist by the vendor's mother, from whom she inherited the work.

There is a Hamilton Galleries label on the reverse, with the address of the gallery, the name of the artist and the title of the work.32

### Janardan Bhatt



Born in Nairobi, Kenya Janardan Bhatt is the eldest child of parents who had migrated from Saurashtra, Gujrat in the first decades of the twentieth century. He studied Economics, English, Journalism and Art in London and was under the tutelage of Lawrence Gowing and Frank Auerbach. He relocated to London in the 1970s owing to the political climate in East Africa and it was here that he came to be a student of M.F Husain, as Husain used to stay with the Bhatt's when he travelled to London.

Janardan has been painting for over 75 years and the two works on offer in this auction exemplify his lifelong dedication to the search for meaning within the abstract. For him abstraction is the ultimate art form as the universal elements of line, colour and space are present. Both physical lots are accompanied by their respective NFT's. He has ventured into the world of NFT's and has sold 102 NFTs as of April 20th 2022. Janardan continues to paint and his relentless drive to paint is best summed up in his own words,

'I don't think of failure of success. I keep painting. Paintings should be judged only in terms of the painting. Any judgement is up to the viewer. I keep painting.'







#### 109 JANARDAN BHATT (BRITISH, BORN 1941) *OP 43* signed and dated '84 lower right; signed lower left oil on hardboard

oil on hardboard 82.9 x 122.2cm (32 5/8 x 48 1/8in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900 To be sold without reserve

The dimension, title, and name of the artist are written on the reverse of the canvas; 32 x 48 inches, OP 43, Janardan.

Note: This work is accompanied by a Non-Fungible Token ('NFT') which will be gifted to the successful purchaser of the lot, Payment in ETHEREUM is accepted for this lot, for applicable terms please see UK Conditions of Sale for Buyers of NFT's: https://www.bonhams.com/legals/33136/

"Thoughts and ideas pass through the channels in the mind. The mosaic backdrop of memories and paradigms influence them and change their course. Notice that towards the centre is a ruby red square. A powerful focus, inner identity or seat of awareness around which the mind expands."



#### 110 JANARDAN BHATT (BRITISH, BORN 1941) *OP 73* signed lower left oil on canvas 70.2 x 90.3cm (27 5/8 x 35 9/16in).

£2,000 - 3,000 €2,400 - 3,600 \$2,600 - 3,900 To be sold without reserve

The dimensions, title and name of the artist are written on the reverse of the canvas or on the frame, although the details on the canvas are slightly obscured by the frame.

Note: This work is accompanied by a Non-Fungible Token ('NFT') which will be gifted to the successful purchaser of the lot, Payment in ETHEREUM is accepted for this lot, for applicable terms please see UK Conditions of Sale for Buyers of NFT's: https://www.bonhams.com/legals/33136/

'A multitude of feminine circles float before masculine straight lines. In the mind of the artist the feminine imagination comes before masculine logic. But the logical still stays present in order to support the practicalities of bringing that imagination into reality."

# A Charity Auction of Pakistani Art



Lots 1 - 20



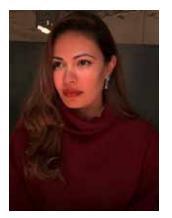
### A Welcome Note

I, Dr Mariyah Yazdani, on behalf of the other members would like to welcome you to my Non - Profit Organization- based in Pakistan, Karachi named, the Welfare Society for Patient Care.

Welfare Society for Patient Care (WSPC) started with only 2 dialysis machines and a staff of only 3 people, in 2007, as a charitable organization.

Our Vision is "to provide excellence driven, comprehensive and free of cost medical treatments to the deserving". With the grace of the Almighty and support from peers and alliances like yourself, we have grown into a State-of-the-Art healthcare facility for deserving dialysis patients, offering free 24-hour Emergency Care. Currently, over 100 patients from all over the country are being dialyzed free of cost with more than 700 sessions per month, each costing Rs. 4000.

With the help of this auction we will be able to raise money which will continue serving the under-privileged. We are looking forward to acquiring Haemodialysis machines which cost Rs. 1,400,000 each. We hope that with the help of this commendable artwork auction we will be able to achieve the goals and fulfil the mission of our organization. Thankyou in advance for your contribution. I really hope you enjoy the event.



Dr Mariyah Yazdani is a founding member of the Welfare society for Patient Care. Currently, she is a Clinical fellow in Cardiology at Kings University Hospital, London. She has worked in raising and providing the necessary funds for patients who need haemodialysis in Pakistan and she has taken part in various camps that were setup in Karachi, Pakistan to diagnose kidney disease. In addition, she has organised and participated in fund raising events at Karachi Art Festival and has also procured donations from artists for the cause.



#### 1 \*

A S RIND (PAKISTANI, B. 1960) Untitled signed and dated 2013 lower left acrylic on canvas 90 x 120cm (35 7/16 x 47 1/4in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve

Rind's works have been inspired by the poetry of Faiz Ahmed Faiz, Alama Iqbal and Ghalib and he illustrates and accompanies his works with poetry, as seen in the current lot. His works portray females in colourful traditional dresses with ornamentation, and he is adept at marrying colour, form and line.



#### 2 \*

AAMIR KHATRI (PAKISTANI, B. 1967) Untitled (Horses) signed lower left

acrylic and crayon on canvas 53.3 x 73.2cm (21 x 28 13/16in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve

A textile designer by profession, Khatri is passionate about art, specifically the depiction of wildlife as seen in these two lots. He is fond of horses, as he considers them to be emblems of peace. Inspired by Picasso, he wishes to spread peace and harmony through his works. 3 \* AAMIR KHATRI (PAKISTANI, B. 1967) Untitled signed lower right acrylic on canvas 77.2 x 53.2cm (30 3/8 x 20 15/16in).

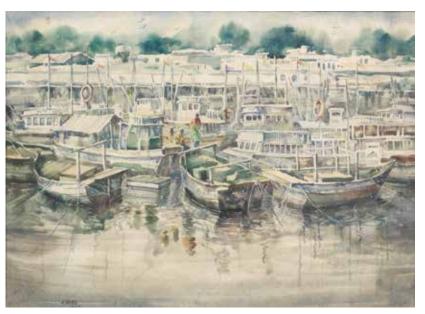
£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve



4 \* **ABDUL HAYEE (PAKISTANI, B. 1948)**  *Untitled* signed and dated 2004 lower left watercolour on paper 53.1 x 72.8cm (20 7/8 x 28 11/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve

Considered the doyen of Karachi watercolourists, Hayee is a self-taught artist. He paints in the late afternoons and Malir, west wharf Karachi and its surrounding environment feature heavily in his works, as evidenced in the present lot. He is particularly talented at capturing light and shadow on water.





#### 5 \*

ABRAR AHMED (PAKISTANI, B. 1969) Untitled unsigned oil on paper 62.2 x 74.6cm (24 1/2 x 29 3/8in).

£500 - 1,000 €0 \$0 To be sold without reserve

Ahmed is a self-taught artist, who enjoys fusing classic and folk art designs with contemporary imagery. He surrounds his figures with symbols, and likes the interplay with abstraction and figuration.



#### 6 \*

ABRAR AHMED (PAKISTANI, B. 1969) Untitled (Woman) signed and dated '08 lower left oil on canvas 57.2 x 27cm (22 1/2 x 10 5/8in).

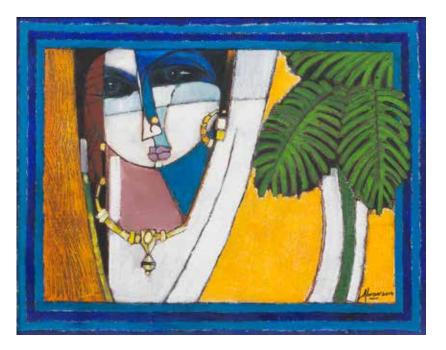
£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve

#### 7 ABRAR AHMED (PAKISTANI, B. 1969) Untitled

signed and dated 2014 lower right oil on canvas 34.2 x 44.3cm (13 7/16 x 17 7/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve

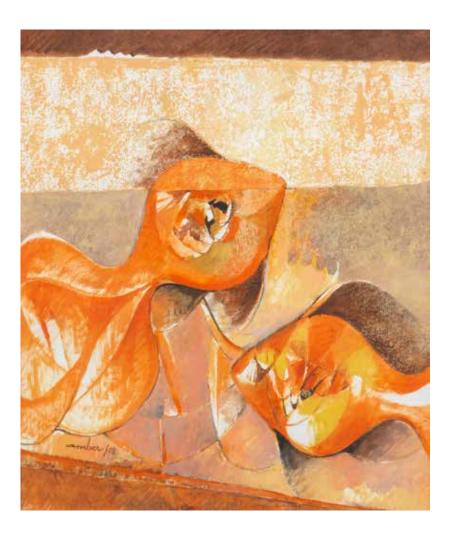
The work is signed and dated on the reverse: Abrar Ahmed, oil on canvas, Abrar 2014, June 27th, Karachi.



8

#### AMBER (PASKITANI, B. UNKNOWN) Untitled signed and dated '08 lower left watercolour on paper 36.3 x 31.3cm (14 5/16 x 12 5/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve







#### 9 **IRFAN AHMED (PAKISTANI, B. 1989)** *Untitled* signed and dated '13 lower right oil on canvas 91.4 x 45.2cm (36 x 17 13/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve

10 \* **NISAR (PAKISTANI, B. UNKNOWN )**  *Untitled* singed and dated 2014 lower right watercolour on paper 59.9 x 44.6cm (23 9/16 x 17 9/16in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve

#### 11 \* MASHKOOR RAZA (PAKISTANI, B. 1950) UNTITLED Untitled

signed and dated '21 lower right oil on canvas 69 x 155.5cm (27 3/16 x 61 1/4in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve

Raza is a versatile painter, who works across the figurative, abstract and calligraphic. He is well known for his use of bold colours and abstract forms as evidenced in the first three lots, but is equally accomplished in using cubism and shades of white to paint galloping horses. His works have been exhibited in the USA, the UK, Canada, the UAE, Malaysia, India and Bahrain. He was the recipient of the *Tamgha-e-Imtiaz* (Pride of Performance award) in 2007, Pakistan's highest national literary award.



12 MASHKOOR RAZA (PAKISTANI, B. 1950) Untitled signed and dated '20 lower left

oil on canvas 82 x 29.9cm (32 5/16 x 11 3/4in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve







#### 13 **MASHKOOR RAZA (PAKISTANI, B. 1950)** *Untitled* signed and dated '21 lower left oil on canvas 61.5 x 45.6cm (24 3/16 x 17 15/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve

Note: The work is unframed.

14 \* **MASHKOOR RAZA (PAKISTANI, B. 1950)**  *Untitled (Horse)* signed and dated '21 lower left oil on canvas 89.2 x 89.2cm (35 1/8 x 35 1/8in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve 15 **MASHKOOR RAZA (PAKISTANI, B. 1950)** Mashkoor Raza (Pakistani, B. 1950) signed and dated '21 lower left oil on canvas 89.4 x 89.2cm (35 3/16 x 35 1/8in).

£1,000 - 1,500 €1,200 - 1,800 \$1,300 - 2,000 To be sold without reserve



16 \* **MASOOD A. KHAN (PAKISTANI, B. 1959)**  *Untitled* signed and dated 2016 upper left watercolour and pen on paper 42 x 53.5cm (16 9/16 x 21 1/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve

Khan is a self-taught artist who combines realism with modernism. He enjoys using lines, layers and transparency in his works as evidenced in this lot. The multidimensional view is important to him, hence one will be hard pressed to find works that are overlapping or distorted in nature. In 2021, he was the recipient of the 'Honour Award' at the Haegeumang Theme Museum in South Korea.





#### 17 \* **QUDSIA NISAR (PAKISTANI,?-2021)** *Untitled* signed and dated '92 upper left watercolour on

paper 36.4 x 54.1cm (14 5/16 x 21 5/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve

Nisar was a non-figurative abstract painter and considered to be the pioneer in using watercolours to express abstract ideas without using conventional forms. Her originality lay in her abilities to combine bright colours with subtle pastel shades in innovative forms. She received the *Tamgha-e-Imtiaz* in 2008.



18 SALEEM LAHORI (PAKISTANI, B. 1966) Untitled (Calligraphy) signed in Urdu lower left oil on canvas 34.5 x 54.2cm (13 9/16 x 21 5/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve 19 \* **WAJID (PAKISTANI, B. 1981)**  *Untitled (Landscape)* oil on canvas 59.3 x 89.6cm (23 3/8 x 35 1/4in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve

Note: The work is unsigned.



#### 20 \* WAJID (PAKISTANI, B. 1981)

Untitled (Landscape) signed and dated '12 lower right oil on canvas 54.7 x 84.9cm (21 9/16 x 33 7/16in).

£500 - 1,000 €600 - 1,200 \$650 - 1,300 To be sold without reserve



# Thank you for your support.

Donations may be made to the Welfare Society for Patient Care

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#### United Kingdom

Bank Name: Barclays Account Title: Welfare Society For Patient Care Account No: 07775679 Sort Code: 231486

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#### Welfare Society for Patient Care

F-17/2, Rojhan Street, Block 5, Clifton, Karachi, Karachi City, Sindh 75600, Pakistan





## Jyoti Swaroop Exhibition

#### Pioneer of the Art Movement in Rajasthan – Dileep Singh Chauhan from Abhar Lalit Akademi, Rajasthan



Jyoti Swaroop changed the contemporary art scene of the state of Rajasthan, that was dominated by folk and miniature art. He worked in the international style at a time when few other were, and he is considered one of the forerunners of Modern Art in Rajasthan since the 1960s.

Born in Jodhpur, Rajasthan on August 21, 1939, into a family of modest means, Jyoti Swaroop showed an unusual interest in art at an early age. In Jodhpur, where he spent his childhood, he was a frequent visitor to artists

studios and was fond of reading books on art & literature. He studied objects - natural, metaphysical or imaginary in detail and expressed an unconventional view of nature in his art. He sought to develop a style that would liberate him from the influence of the traditional arts of Rajasthan, and thus he studied western art, and the art of his contemporaries.

In 1961, he met Kanwal Krishna (1910-1993) and Deveyani Krishna (1918-2002), who became a great source of inspiration for him. Kanwal and Deveyani were the first buyers of his work when they visited Jaipur in connect with the Rajasthan Lalit Kala Akademi's (RKLA) annual exhibition. In the same year, Swaroop received his first state award from the Akademi for his painting, 'Inner Jungle.' His works were subsequently exhibited in Delhi by the RKLA. His initial works were abstract forms, and were made using mixed media on paper and were sometimes semifigurative. He called these series 'Meditation,' 'Sound' and 'Inner Jungle.'

In 1962, he was awarded a Junior Research Fellowship from the Government of India to study and practice art. He came to Delhi for his fellowship and had his first one man show at the All India Fine Arts and Crafts Society (AIFACS), which received great acclaim in the press. He was the recipient of further state awards by the RLKA in the years 1964, 1966, 1967, 1968 and 1981.

He exhibited his watercolour & mixed media paintings in various techniques and became known for his irrationally expressionistic use of colour. He painted hundreds of works in his Inner Jungle series, named so after the inner struggles. He exhibited his works around India, and also in the USA. Other works included, his black and white abstract paintings, named 'Shiv-Shakti.' These works were made in pencil and charcoal and were composed using calligraphy, mystique symbols and forms related to Lord Shiva and illustrated Swaroop's interest in occult science.

He also worked with ceramics and experimented with this media using different colours and materials. He subsequently designed murals, commissioned by various government and private organisations that included the Rajasthan Pavillion at the International Trade Fair held in Delhi and E.S.I Hospital Building; Tourism department to name a few.

Swaroop's earlier paintings were dark and subdued in tone, but he later added more colours and detailed forms to his works that included mystic signs, calligraphy, circles, lines and dots. In 1980 however, he returned to his earlier style where he again restricted his form and technique. He created these works in a spray technique using acrylic.

He was bestowed with RLKA's highest honour in 1986, when he was conferred with the honour of the 'Fellowship' (Kalavid) for his contribution to the field of Art. He passed away in 2009, but his legacy ensues.



#### 1 \* **JYOTI SWAROOP (INDIAN, B. 1939)** *Untitled* unsigned ink on paper 22.6 x 25.6cm (8 7/8 x 10 1/16in).





2 \* **JYOTI SWAROOP (INDIAN, B. 1939)**  *Untitled* unsigned watercolour on paper 20.9 x 24.1cm (8 1/4 x 9 1/2in).

3 \* JYOTI SWAROOP (INDIAN, B. 1939) Untitled unsigned mixed media on paper 21.2 x 24.5cm (8 3/8 x 9 5/8in).





4 \* JYOTI SWAROOP (INDIAN, B. 1939) JS 52 unsigned mixed media on paper (30 x 21in).

5 \* **JYOTI SWAROOP (INDIAN, B. 1939)**  *JS* 62 unsigned acrylic on board 56.1 x 71.2cm (22 1/16 x 28 1/16in).





6 \* **JYOTI SWAROOP (INDIAN, B. 1939)**  *Untitled* unsigned acrylic on paper 34.8 x 52cm (13 11/16 x 20 1/2in).

#### 7 \* **JYOTI SWAROOP (INDIAN, B. 1939)** *Untitled (Figure)* unsigned lino on paper

28.6 x 17.9cm (11 1/4 x 7 1/16in).





9 \* **JYOTI SWAROOP (INDIAN, B. 1939)**  *Untitled JS 357 (Drum Beater)* unsigned watercolour on paper 27.6 x 19.8cm (10 7/8 x 7 13/16in).





10 \* **JYOTI SWAROOP (INDIAN, B. 1939)**  *JS 364* unsigned watercolour and pencil on paper 23.2 x 26.3cm (9 1/8 x 10 3/8in).

11 \* **JYOTI SWAROOP (INDIAN, B. 1939)**  *JS 365* unsigned watercolour and pencil on paper 23 x 26.8cm (9 1/16 x 10 9/16in).





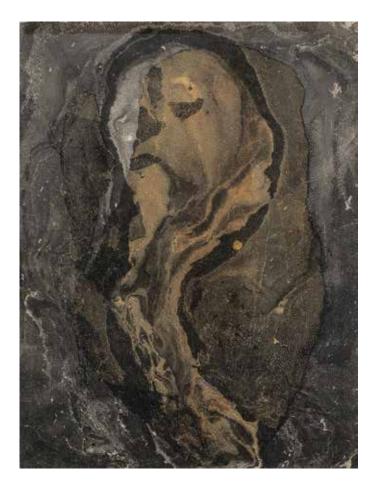
#### 12 \*

JYOTI SWAROOP (INDIAN, B. 1939) Untitled (Festival) dated Apr '58 lower left mixed media on paper 20.2 x 30.5cm (7 15/16 x 12in).

There is writing on the work which says ' It's ... me.. picture of my hand made watercolour.

13 \* **JYOTI SWAROOP (INDIAN, B. 1939)**  *Untitled* unsigned ink drawing on paper 19 x 18.1cm (7 1/2 x 7 1/8in).





14 \* **JYOTI SWAROOP (INDIAN, B. 1939)**  *Untitled* unsigned watercolour on paper 26.1 x 20.2cm (10 1/4 x 7 15/16in).

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EDWIN LORD WEEKS (AMERICAN, 1849-1903)

The Golden Temple, Amritsar oil on canvas 51.5 x 76.5cm (20 1/4 x 30 1/8in). £100,000 - 150,000 \*

\* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

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### FERNANDO BOTERO (B. 1932)

*La Primera Dama*, 1967 oil on canvas *72 x 65 in. (183 x 165 cm.)* **\$600,000 - 800,000** 





## The Samurai Sale

New Bond Street, London | Autumn/Winter 2022



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London +44 (0) 20 7468 8368 suzannah.yip@bonhams.com New York +1 (212) 461-6516 jeff.olson@bonhams.com bonhams.com/japanese A SELECTION OF LACQUER KOSHIRA-E (SWORD MOUNTINGS) Estimates ranging £1,000 - 5,500 \*

\* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

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### 3. DESCRIPTIONS OF LOTS AND ESTIMATES Contractual Description of a Lot

The Catalogue contains an Entry about each Lot. Each Lot is sold by its respective Seller to the Buyer of the Lot as corresponding only with that part of the Entry which is printed in bold letters and (except for the colour, which may be inaccurately reproduced) with any photograph of the Lot in the Catalogue. The remainder of the Entry, which is not printed in bold letters, represents Bonhams' opinion (given on behalf of the Seller) about the Lot only and is not part of the Contractual Description in accordance with which the Lot is sold by the Seller. Estimates

In most cases, an Estimate is printed beside the *Entry*. *Estimates* are only an expression of *Bonhams*' opinion made on behall of the *Seller* of the range where *Bonhams*' thinks the *Hammer Price* for the *Lot* is likely to fall; it is not an *Estimate* of value. It does not take into account any *VAT* or *Buyer's Premium* payable or **any other fees payable by the Buyer, which are detailed in paragraph 7 of the Notice to Bidders, below. Prices depend upon bidding and lots can sell for** *Hammer*  Prices below and above the Estimates, so Estimates should not be relied on as an indication of the actual selling price or value of a *Lot*. Estimates are in the currency of the Sale.

### **Condition Reports**

In respect of most Lots, you may ask Bonhams for a Condition Report on the Lot's general physical condition. If you do so, this will be provided by Bonhams on behalf of the Seller free of charge. As this is offered additionally and without charge, Bonhams is not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. The Condition Report represents Bonhams' reasonable opinion as to the Lot's general condition in the terms stated in the particular report, and Bonhams does not represent general condition of the Lot. Neither does the Seller owe or agree to owe you as a Bidder or Buyer any obligation or duty in respect of this free report about a Lot, which is available for your own inspection or for inspection by an expert instructed by you. **The Seller's responsibility to you** 

The Seller does not make or agree to make any representation of fact or contractual promise, *Guarantee* or warranty and undertakes no obligation or duty, whether in contract or in tort (other than to the eventual *Buyer* as set out above), in respect of the accuracy or completeness of any statement or representation made by him or on his behalf, which is in any way descriptive of any *Lot* or as to the anticipated or likely selling price of any *Lot*. Other than as set out above, no statement or representation in any way descriptive of a *Lot* or any *Estimate* is incorporated into any *Contract for Sale* between a *Seller* and a *Buyer*.

### Bonhams' responsibility to you

You have the opportunity of examining the *Lot* if you want to and the *Contract for Sale* for a *Lot* is with the *Seller* and not with *Bonhams*; *Bonhams* acts as the *Seller's* agent only (unless *Bonhams* sells the *Lot* as principal).

Bonhams undertakes no obligation to you to examine, investigate or carry out any tests, either in sufficient depth or at all, on each *Lot* to establish the accuracy or otherwise of any *Descriptions* or opinions given by *Bonhams*, or by any person on *Bonhams'* behalf, whether in the *Catalogue* or elsewhere.

You should not suppose that such examinations, investigations or tests have occurred.

Bonhams does not make or agree to make any representation of fact, and undertakes no obligation or duty (whether in contract or tort) in respect of the accuracy or completeness of any statement or

representation made by Bonhams or on Bonhams' behalf which is in any way descriptive of any Lot or as to the anticipated or likely selling price of any Lot. No statement or representation by Bonhams or on its behalf in any way descriptive of any Lot or any Estimate is incorporated into our Buyer's Agreement.

### Alterations

 ${\it Descriptions}$  and  ${\it Estimates}$  may be amended at  ${\it Bonhams}^{\prime}$  discretion from time to time by notice given orally or in

writing before or during a Sale. THE LOT IS AVAILABLE FOR INSPECTION AND YOU MUST FORM YOUR OWN OPINION IN RELATION TO IT. YOU ARE STRONGLY ADVISED TO EXAMINE ANY LOT OR HAVE IT EXAMINED ON YOUR BEHALF BEFORE THE SALE.

### 4. CONDUCT OF THE SALE

Our Sales are public auctions which persons may attend and you should take the opportunity to do so. We reserve the right at our sole discretion to refuse admission to our premises or to any Sale and to remove any person from our premises and Sales, without stating a reason. We have complete discretion as to whether the Sale proceeds, whether any Lot is included in the Sale, the manner in which the Sale is conducted and we may offer Lots for Sale in any order we choose notwithstanding the numbers given to Lots in the Catalogue. You should therefore check the date and starting time of the Sale, whether there have been any withdrawals or late entries. Remember that withdrawals and late entries may affect the time at which a Lot you are interested is put up for Sale. We have complete discretion in which to refuse any bid, to nominate any bidding increment we consider appropriate, to divide any Lot, to combine two or more Lots, to withdraw any Lot from a Sale and, before the Sale has been closed, to put up any Lot for auction again. Auction speeds can exceed 100 Lots to the hour and bidding increments are generally about 10%; however, these do vary from Sale to Sale and from Auctioneer to Auctioneer. Please check with the department organising the Sale for advice on this. Where a Reserve has been applied to a Lot, the Auctioneer may, in his absolute discretion, place bids (up to an amount not equalling or exceeding such Reserve) on behalf of the Seller. We are not responsible to you in respect of the presence or absence of any Reserve in respect of any Lot. If there is a Reserve it will be no higher than the lower figure for any Estimate in the Catalogue, assuming that the currency of the Reserve has not fluctuated adversely against the currency of the Estimate. The Buyer will be the Bidder who makes the highest bid acceptable to the Auctioneer for any Lot (subject to any applicable Reserve) to whom the Lot is knocked down by the Auctioneer at the fall of the Auctioneer's hammer. Any dispute as to the highest acceptable bid will be settled by the Auctioneer in his absolute discretion. All bids tendered will relate to the actual I of number announced by the Auctioneer. An electronic currency converter may be used at the Sale. This equipment is provided as a general guide as to the equivalent amount in certain currencies of a given bid. We do not accept any responsibility for any errors which may occur in the use of the currency converter. We may use video cameras to record the Sale and may record telephone calls for reasons of security and to assist in

solving any disputes which may arise in relation to bids made at the Sale. At some Sales, for example, jewellery Sales, we may use screens on which images of the Lots will be projected. This service is provided to assist viewing at the Sale. The image on the screen should be treated as an indication only of the current Lot. It should be noted that all bids tendered will relate to the actual Lot number announced by the Auctioneer. We do not accept any responsibility for any errors which may occur in the use of the screen.

### 5. BIDDING

You must complete and deliver to us one of our *Bidding Forms*, either our *Bidder Registration Form*, *Absentee Bidding Form* or *Telephone Bidding Form* in order to bid at our Sales.

If you are a new client at *Bonhams* or have not recently updated your registration details with us, you must pre-register to bid at least two working days before the *Sale* at which you wish to bid. You will be required to provide government-issued proof of identity and residence, and if you are a company, your certificate of incorporation or equivalent documentation with your name and registered address, government issued proof of your current address, documentary proof of your beneficial owners and directors, and proof of authority to transact. We may also request a financial reference and /or deposit from you before allowing you to bid.

We reserve the rights at our discretion to request further information in order to complete our client identification and to decline to register any person as a *Bidder*, and to decline to accept their bids if they have been so registered. We also reserve the rights to postpone completion of the *Sale* of any *Lot* at our discretion while we complete our registration and identification enquiries, and to cancel the *Sale* of any *Lot* if you are in breach of your warranties as *Buyer*, or if we consider that such *Sale* would be unlawful or otherwise cause liabilities for the *Seller or Bonhams* or be detrimental to *Bonhams'* reputation.

### Bidding in person

So long as you have pre-registered to bid or have updated your existing registration recently, you should come to our Bidder registration desk at the Sale venue and fill out a Registration and Bidding Form on (or, if possible, before) the day of the Sale. The bidding number system is sometimes referred to as "paddle bidding". You will be issued with a large card (a "paddle") with a printed number on it. This will be attributed to you for the purposes of the Sale. Should you be a successful Bidder you will need to ensure that your number can be clearly seen by the Auctioneer and that it is your number which is identified as the Buyer's. You should not let anyone else use your paddle as all Lots will be invoiced to the name and address given on vour Bidder Registration Form. Once an invoice is issued it will not be changed. If there is any doubt as to the Hammer Price of, or whether you are the successful Bidder of, a particular Lot, you must draw this to the attention of the Auctioneer before the next Lot is offered for Sale. At the end of the Sale, or when you have finished bidding please return your paddle to the Bidder registration desk.

### Bidding by telephone

If you wish to bid at the Sale by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the Catalogue. Please then return it to the office responsible for the Sale at least 24 hours in advance of the Sale. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in retiation to all Lors. We will not be responsible for bidding on your behalf if you are unavailable at the time of the Sale or if the telephone connection is interrupted during bidding. Please contact us for further details.

### Bidding by post or fax

Absentee Bidding Forms can be found in the back of this Catalogue and should be completed and sent to the office responsible for the Sale, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more Bidders submit identical bids for a Lot, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the Sale Please check your Absentee Bidding Form carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to Reserves and other bids made for the Lot. Where appropriate your bids will be rounded down to the nearest amount consistent with the Auctioneer's bidding increments. New Bidders must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

### Bidding via the internet

Please visit our Website at http://www.bonhams.com for

details of how to bid via the internet.

Bonhams will not be liable for service delays, interruptions or other failures to make a bid caused by losses of internet connection, fault or failure with the website or bidding process, or malfunction of any software or system, computer or mobile device.

### Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the *Sale*. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the *Buyer*, which are contained in paragraph 3 of the *Buyer's Agreement*, set out at Appendix 2 at the back of the *Catalogue*.

Nevertheless, as the Bidding Form explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee Bidding Form that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the Hammer Price and Buyer's Premium and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our Conditions of Business and contact our Customer Services Department for further details. Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Paver) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE

### 6. CONTRACTS BETWEEN THE BUYER AND SELLER AND BUYER AND BONHAMS

On the I of being knocked down to the Buver, a Contract for Sale of the Lot will be entered into between the Seller and the Buver on the terms of the Contract for Sale set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the Purchase Price, which is the Hammer Price plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer This is our Buver's Agreement, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the Contract for Sale and our Buyer's Agreement contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the Buver's Agreement for this Sale.

## 7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the Buyer's Agreement, a premium (the Buyer's Premium) is payable to us by the Buyer in accordance with the terms of the Buyer's Agreement and at rates set out below, calculated by reference to the Hammer Price and payable in addition to it.

For this Sale the following rates of Buyer's Premium will be payable by Buyers on each Lot purchased:

27.5% of the Hammer Price on the first £20,000; plus 26% of the Hammer Price from £20,001 and up to £700,000; plus 20% of the Hammer Price from £700,001 and up to £4,500,000; plus 14.5% of the Hammer Price above £4,500,000

Storage and handling charges may also be payable by the *Buyer* as detailed on the specific Sale Information page at the front of the catalogue.

The Buyer's Premium and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the *Lot*, where indicated by a symbol beside the *Lot* number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a Hammer Price of €1,000 or greater (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale), the Additional Premium will be payable to us by the Buyer to cover our Expenses relating to the payment of royalities under the Artists Resale Right Regulations 2006. The Additional Premium will be a percentage of the amount of the Hammer Price calculated in accordance with the table below, and shall not exceed €12,500 (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale).

Hammer Price	Percentage amount
From €0 to €50,000	4%
From €50,000.01 to €200,000	3%
From €200,000.01 to €350,000	1%
From €350,000.01 to €500,000	0.5%
Exceeding €500,000	0.25%

### 8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the Hammer Price and Buyer's Premium: † VAT at the prevailing rate on Hammer Price and

- Buyer's Premium
- Ω VAT on imported items at the prevailing rate on Hammer Price and Buyer's Premium
- \* VAT on imported items at a preferential rate of 5% on Hammer Price and the prevailing rate on Buyer's Premium
- G Gold bullion exempt from VAT on the Hammer Price and subject to VAT at the prevailing rate on the Buyer's Premium
- Zero rated for VAT, no VAT will be added to the Hammer Price or the Buyer's Premium
- α Buyers from within the UK: VAT is payable at the prevailing rate on just the Buyer's Premium (NOT the Hammer Price). Buyers from outside the UK: VAT is payable at the prevailing rate on both Hammer Price and Buyer's Premium. If a Buyer, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

### 9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us)in full before making a bid for the *Lot*. If you are a successful *Bidder*, payment will be due to us by 4.30 pm on the second working day after the *Sale* so that all sums are cleared by the eighth working day after the *Sale*. Payments made by anyone other than the registered *Buyer* will not be accepted. *Bonhams* reserves the right to vary the terms of payment at any time.

### Bonhams' preferred payment method is by bank transfer

You may electronically transfer funds to our *Account*. If you do so, please quote your paddle number and invoice number as the reference. Our *Account* details are as follows:

Bank: National Westminster Bank Plc Address: PO Box 4RY 250 Regent Street London W1A 4RY Account Name: Bonhams 1793 Limited Account Number: 25563009 Sort Code: 56-00-27 IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Sterling personal cheque drawn on a UK branch of a bank or building society: all cheques must be cleared before you can collect your purchases and should be made payable to Bonhams 1793 Limited.

Cash: you may pay for Lots purchased by you at this Sale with notes or coins in the currency in which the Sale is conducted (but not any other currency) provided that the total amount payable by you in respect of all Lots purchased by you at the Sale does not exceed £3,000, or the equivalent in the currency in which the Sale is conducted, at the time when payment is made. If the amount payable by you for Lots exceeds that sum, the balance must be paid otherwise than in coins or notes; this limit applies to both payment at our premises and direct deposit into our bank account.

Debit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to  $\pounds5,000$ , subject to appropriate verification procedures. If the amount payable by you for *Lots* exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the *Buyer* (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department. We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any *Lot* at our discretion while we complete our investigations, and to cancel the

Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation

### 10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

### 11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099

### enquiries@albanshipping.co.uk 12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website http://www. artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/ export-controls/export-licensing/ or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

### 13. CITES REGULATIONS

Please be aware that all *Lots* marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

https://www.gov.uk/guidance/apply-for-cites-permits-and-certificatesto-trade-endangered-species#how-to-apply or may be requested from: Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESapplication@apha.gov.uk Address: UK CITES Management Authority

Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the *Lot*.

### 14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buver of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income. or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller

### 15. BOOKS

As stated above, all *Lots* are sold on an "as is" basis, subject to all faults, imperfections and errors of *Description* save as set out below. However, you will be entitled to reject a *Book* in the circumstances set out in paragraph 11 of the *Buyers Agreement*. Please note that *Lots* comprising printed *Books*, unframed maps and bound manuscripts are not liable to V47 on the *Buyer's Premium*.

### 16. CLOCKS AND WATCHES

All Lots are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the Lot is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, Bonhams makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, Bidders should be aware that a general service, change of battery or further repair work, for which the Buyer is solely responsible, may be necessary

### 17. FIREARMS - PROOF. CONDITION AND CERTIFICATION Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used. Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

### Condition of Firearms

Comment in this Catalogue is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending Bidder unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective Bidders are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. Bidders should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

### **Original Gun Specifications Derived from Gunmakers**

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

### Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, Bonhams is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful Bidder is then unable to produce the correct paperwork, the Lot(s) will be reoffered by Bonhams in the next appropriate Sale, on standard terms for Sellers, and you will be responsible for any loss incurred by Bonhams on the original Sale to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed. Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence. Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held. Unmarked Lots require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any gueries.

### Taxidermy and Related Items

On behalf of the Seller of these articles, Bonhams undertakes to comply fully with Cites and DEFRA regulations. Buyers are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

### 18. FURNITURE Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no Guarantee as to the originality

### of the wood covered by fabric or upholstery. 19. JEWELLERY

### Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. Bidders should be aware that Estimates assume that gemstones may have been subjected to such treatments. A number of laboratories issue certificates that give more detailed Descriptions of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that Bonhams has been given or has obtained certificates for any Lot in the Sale these certificates will be disclosed in the Catalogue. Although, as a matter of policy, Bonhams endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each Lot. In the event that no certificate is published in the Catalogue, Bidders should assume that the gemstones may have been treated. Neither Bonhams nor the Seller accepts any liability for contradictions or differing certificates obtained by Buyers on any Lots subsequent to the Sale.

### Estimated Weights

If a stone(s) weight appears within the body of the Description in capital letters, the stone(s) has been unmounted and weighed by Bonhams If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and Bidders should satisfy themselves with regard to this information as to its accuracy. Signatures

### 1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in Bonhams' opinion the piece is by that maker.

### 2. A diamond brooch, signed Kutchinsky

Has a signature that, in Bonhams' opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered. 3. A diamond brooch, mounted by Kutchinsky

### Has been created by the jeweller, in Bonhams' opinion, but using

stones or designs supplied by the client.

### 20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the Lot Description). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the Lot Description.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the Catalogue without margins illustrated.
- All photographs are sold unframed unless stated in the Lot Description.

### 21. PICTURES

### Explanation of Catalogue Terms

The following terms used in the Catalogue have the following meanings but are subject to the general provisions relating to Descriptions contained in the Contract for Sale:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category:
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil:
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion

the signature and/or date and/or inscription have been added by another hand.

### 22. PORCELAIN AND GLASS Damage and Restoration

For your guidance, in our Catalogues we attempt to detail, as far

as practicable, all significant defects, cracks and restoration. Such practicable Descriptions of damage cannot be definitive, and in providing Condition Reports, we cannot Guarantee that there are no other defects present which have not been mentioned. Bidders should satisfy themselves by inspection, as to the condition of each Lot. Please see the Contract for Sale printed in this Catalogue. Because of the difficulty in determining whether an item of glass has been repolished, in our Catalogues reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherw 23. VEHICLES

### The Veteran Car Club of Great Britain Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this Catalogue, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company I to make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car. 24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

### Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the Catalogue where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

### Corks and Ullages

Ullage refers to the space between the base of the cork and the wine. Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old - into neck or less than 4cm 15 to 30 years old - top shoulder (ts) or up to 5cm Over 30 years old - high shoulder (hs) or up to 6cm It should be noted that ullages may change between publication of the Catalogue and the Sale and that corks may fail as a result of transporting the wine. We will only accept responsibility for Descriptions of condition at the time of publication of the Catalogue and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

### Options to buy parcels

A parcel is a number of Lots of identical size of the same wine, bottle size and Description. The Buver of any of these Lots has the option to accept some or all of the remaining Lots in the parcel at the same price, although such options will be at the Auctioneer's sole discretion. Absentee Bidders are, therefore, advised to bid on the first Lot in a parcel.

### Wines in Bond

Wines lying in Bond are marked Δ. All Lots sold under Bond, and which the Buyer wishes to remain under Bond, will be invoiced without VAT or Duty on the Hammer Price. If the Buyer wishes to take the Lot as Duty paid, UK Excise Duty and VAT will be added to the Hammer Price on the invoice.

Buvers must notify Bonhams at the time of the sale whether they wish to take their wines under Bond or Duty paid. If a Lot is taken under Bond, the Buyer will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for Lots to be released under Bond.

### Bottling Details and Case Terms

The following terms used in the Catalogue have the following meanings:

- CB Château bottled
- DB Domaine bottled
- EstB Estate bottled
- BB Bordeaux bottled
- BE - Belgian bottled
- French bottled FB
- GB German bottled
- OB Oporto bottled
- UK United Kingdom bottled
- owc original wooden case
- iwc individual wooden case
- original carton SYMBOLS

### THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- Subject to CITES regulations when exporting these items outside the EU, see clause 13.
- Objects displayed with a TP will be located at the Cadogan TP Tate warehouse and will only be available for collection from this location.
- W Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location.
- Wines lving in Bond. Λ
- AR An Additional Premium will be payable to us by the Buyer to

cover our *Expenses* relating to payment of royalties under the Artists Resale Right Regulations 2006. See clause 7 for details.

- O The Seller has been guaranteed a minimum price for the Lot, either by Bonhams or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful Sale or a financial loss if unsuccessful.
- Bonhams owns the Lot either wholly or partially or may otherwise have an economic interest.
- Φ These lots contain ivory and cannot be imported into the USA or any country within the EU.

### •, †, \*, G, $\Omega$ , $\alpha$ see clause 8, VAT, for details.

### DATA PROTECTION - USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 15R or by email from info@bonhams.com

### APPENDIX 1

### BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the *Seller's* liability in respect of the quality of the *Lot*, it's fitness for any purpose and its conformity with any *Description* is limited. You are strongly advised to examine the *Lot* for yourself and/or obtain an independent examination of it before you buy it.

### 1 THE CONTRACT

- 1.1 These terms and the relevant terms for Bidders and Buyers in the Notice to Bidders govern the Contract for Sale of the Lot by the Seller to the Buyer.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the Catalogue are incorporated into this Contract for Sale and a separate copy can also be provided by Bonhams on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The Selfer sells the Lot as the principal to the Contract for Sale, such contract being made between the Selfer and you through Bonhams which acts in the sole capacity as the Selfer's agent and not as an additional principal. However, if the Catalogue states that Bonhams sells the Lot as principal, or such a statement is made by an announcement by the Auctioneer, or by a notice at the Sale, or an insert in the Catalogue, then Bonhams is the Selfer for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

### 2 SELLER'S WARRANTIES AND UNDERTAKINGS 2.1 The Seller undertakes to you that:

- 2.1.1 the Seller is the owner of the Lot or is duly authorised to sell the Lot by the owner;
- 2.1.2 save as disclosed in the Entry for the Lot in the Catalogue, the Seller sells the Lot with full title guarantee or, where the Seller is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the Lot;
- 2.1.3 except where the Sale is by an executor, trustee, liquidator, receiver or administrator the Seller is both legally entitled to sell the Lot, and legally capable of conferring on you quiet possession of the Lot and that the Sale conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the Seller has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the Seller are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;
- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the Sale venue or by the Notice to Bidders or by an insert in the Catalogue or on the Bonhams website, the Lot corresponds with the Contractual Description of the Lot, being that part of the Entry about the Lot in the Catalogue which is in bold letters and (except for colour) with any photograph of the Lot in the Catalogue.

### 3 DESCRIPTIONS OF THE LOT

3.1 Paragraph 2.1.5 sets out what is the Contractual Description of the Lot. In particular, the Lot is not sold as corresponding with any part of the Entry in the Catalogue which is not printed in bold letters, the remainder of which Entry merely sets out (on the Seller's behalf) Bonhams' opinion about the Lot and which is not part of the Contractual Description upon which the Lot is sold. Any statement or representation other than that part of the Entry referred to in paragraph 2.1.5 (together with

any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

3.2 Except as provided in paragraph 2.1.5, the Saller does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract* for *Sale*.

### 4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The Selfer does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the Lot or its fitness for any purpose.
- The Seller will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.
   RISK, PROPERTY AND TITLE
- 5.1 Risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot, or upon collection of the Lot if earlier. The Seller will not be responsible thereafter for the Lot prior to you collecting it from Bonhams or the Storage Contractor, with whom you have separate contract(s) as Buyer. You will indemnify the Seller and keep the Seller fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the Lot beyond 7 days from the day of the fall of the Auctioneer's hammer until you obtain full title to it.
- 5.2 Title to the Lot remains in and is retained by the Seller until: (i) the Purchase Price and all other sums payable by you to Bonhams in relation to the Lot have been paid in full to and received in cleared funds by Bonhams, and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.

### 6 PAYMENT

- 6.1 Your obligation to pay the Purchase Price arises when the Lot is knocked down to you on the fall of the Auctioneer's hammer in respect of the Lot.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

### 7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by Bonhams, the Lot will be released to you or to your order only when: (i) Bonhams has received cleared funds to the amount of the full Purchase Price and all other sums owed by you to the Seller and to Bonhams and (ii) Bonhams has completed its investigations pursuant to clause 3.11 of the Buyer's Agreement with Bonhams set out in Appendix 2 in the catalogue.
- 7.2 The Seller is entitled to withhold possession from you of any other Lot he has sold to you at the same or at any other Sale and whether currently in Bonhams' possession or not, until payment in full and in cleared funds of the Purchase Price and all other sums due to the Seller and/or Bonhams in respect of the Lot.
- 7.3 You should note that Bonhams has reserved the right not to release the Lot to you until its investigations under paragraph 3.11 of the Buyers' Agreement set out in Appendix 2 have been completed to Bonhams' satisfaction.
- 7.4 You will collect and remove the Lot at your own expense from Bonhams' custody and/ or control or from the Storage Contractor's custody in accordance with Bonhams' instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the Seller if you do not remove the Lot in accordance with this paragraph 7 and will indemnify the Seller against all charges, costs, including any legal costs and fees, expenses and losses suffered by the Seller by reason of your failure to remove the Lot including any charges due under any Storage Contract. All such sums due to the Seller will be payable on demand.

### 8 FAILURE TO PAY FOR THE LOT

8.1 If the Purchase Price for a Lot is not paid to Bonhams in full in accordance with the Contract for Sale, the Saller will be entitled, with the prior written agreement of Bonhams but without further notice to you, to exercise one or more of the following rights

(whether through *Bonhams* or otherwise): 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for

- your breach of contract; 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the Lot;
- 8.1.4 to remove and store the Lot at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the Contract for Sale and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless the Buyer buys the Lot as a Consumer from the Seller selling in the course of a Business) you hereby grant an irrevocable licence to the Seller by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal Business hours to take possession of the Lot or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the Saller at the Sale or any other auction or by private treaty until all sums due under the Contract for Sale shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, Without Reserve, any of your other property in the possession of the Seller and/or of Bonhams (as bailee for the Seller) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such Sale in satisfaction or part satisfaction of any amounts owed to the Seller or to Bonhams; and
- 8.1.10 so long as such goods remain in the possession of the Seller or Bonhams as its bailee, to rescind the contract for the Sale of any other goods sold to you by the Seller at the Sale or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the Seller or to Bonhams by you.
- 8.2 You agree to indemnify the Seller against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the Seller (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the Seller becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.
   9 THE SELLER'S LIABILITY
- 9.1 The Seller will not be liable for any injury, loss or damage caused by the Lot after the fall of the Auctioneer's hammer in respect of the Lot.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the Seller will not be liable for any breach of any term that the Lot will correspond with any Description applied to it by or on behalf of the Seller, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the Seller sells the Lot in the course of a Business and the Buyer buys it as a Consumer,
- 9.3.1 the Seller will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the Selfer will not be liable for any loss of Business, Business profits or revenue or income or for loss of reputation or for disruption to Business or wasted time on the part of the Buyer or of the Buyer's management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the Seller is liable to you in respect of the Lot, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the Seller's liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, ballee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or

indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the Seller's negligence (or any person under the Seller's control or for whom the Seller is legally responsible), or (iii) acts or omissions for which the Seller is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.

#### 10 MISCELLANEOUS

- You may not assign either the benefit or burden of the Contract 10.1 for Sale
- 10.2 The Seller's failure or delay in enforcing or exercising any power or right under the Contract for Sale will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the Seller's ability subsequently to enforce any right arising under the Contract for Sale.
- 10.3 If either party to the Contract for Sale is prevented from performing that party's respective obligations under the Contract for Sale by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the Contract for Sale must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the Seller, addressed c/o Bonhams at its address or fax number in the Catalogue (marked for the attention of the Company Secretary), and if to you to the address or fax number of the Buyer given in the Bidding Form (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the Contract for Sale is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the Contract for Sale to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents and to any subsidiary of Bonhams Holdings Limited and to its officers, employees and agents.
- The headings used in the Contract for Sale are for convenience only and will not affect its interpretation.
- 10.8 In the Contract for Sale "including" means "including, without limitation". 10.9 References to the singular will include reference to the plural
- (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the Contract for Sale.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the Contract for Sale confers (or purports to confer) on any person who is not a party to the Contract for Sale any benefit conferred by, or the right to enforce any term of, the Contract for Sale.
- 10.12 Where the Contract for Sale confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the Seller, it will also operate in favour and for the benefit of Bonhams, Bonhams' holding company and the subsidiaries of such holding company and the successors and assigns of Bonhams and of such companies and of any officer, employee and agent of Bonhams and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

#### 11 GOVERNING LAW

All transactions to which the Contract for Sale applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes place and the Seller and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the Seller may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

### APPENDIX 2

### BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

### THE CONTRACT

- 1.1 These terms govern the contract between Bonhams personally and the Buyer, being the person to whom a Lot has been knocked down by the Auctioneer.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the Catalogue for the Sale are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions

are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the Notice to Bidders, printed in the Catalogue for the Sale, and where such information is referred to it is incorporated into this agreement.

- 1.3 Except as specified in paragraph 4 of the Notice to Bidders the Contract for Sale of the Lot between you and the Seller is made on the fall of the Auctioneer's hammer in respect of the Lot, when it is knocked down to you. At that moment a separate contract is also made between you and Bonhams on the terms in this Buyer's Agreement.
- We act as agents for the Seller and are not answerable or 1.4 personally responsible to you for any breach of contract or other default by the Seller, unless Bonhams sells the Lot as principal.
- Our personal obligations to you are governed by this agreement 1.5 and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the Notice to Bidders or otherwise notified to you, store the Lot in accordance with paragraph 5:
- 1.5.2 subject to any power of the Seller or us to refuse to release the Lot to you, we will release the Lot to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the Seller and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, Guarantee, warranty, representation of fact in relation to any Description of the Lot or any Estimate in relation to it, nor of the accuracy or completeness of any Description or Estimate which may have been made by us or on our behalf or by or on behalf of the Seller (whether made orally or in writing, including in the Catalogue or on Bonhams' Website, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the Sale. No such Description or Estimate is incorporated into this agreement between you and us. Any such Description or Estimate, if made by us or on our behalf, was (unless Bonhams itself sells the Lot as principal) made as agent on behalf of the Seller
- 2 PERFORMANCE OF THE CONTRACT FOR SALE You undertake to us personally that you will observe and comply with all your obligations and undertakings to the Seller under the Contract for Sale in respect of the Lot.
- PAYMENT AND BUYER WARRANTIES
- Unless agreed in writing between you and us or as otherwise 3.1 set out in the Notice to Bidders, you must pay to us by not later than 4.30pm on the second working day following the Sale: 3.1.1 the Purchase Price for the Lot;
- a Buyer's Premium in accordance with the rates set out in the
- Notice to Bidders on each lot, and 3.1.3 if the Lot is marked [AR], an Additional Premium which is calculated and payable in accordance with the Notice to Bidders together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the Sale.
- You must also pay us on demand any Expenses payable 3.2 pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the Sale was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the Notice to Bidders. Our invoices will only be addressed to the registered Bidder unless the Bidder is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- We may deduct and retain for our own benefit from the monies paid by you to us the Buyer's Premium, the Commission payable by the Seller in respect of the Lot, any Expenses and VAT and any interest earned and/or incurred until payment to the Seller.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the Purchase Price, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- Where a number of Lots have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the Purchase Price of each Lot and secondly pro-rata to pay all amounts due to Bonhams.
- You warrant that neither you nor if you are a company, 3.8 your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Departure of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or

enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority.

- You warrant that the funds being used for your purchase have 3.9 no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- Where you are acting as agent for another party ("your 3.10 Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations:
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through Bonhams are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S, the United Nations Security Council, the European Union or Her Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to Bonhams relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- We reserve the rights to make enquiries about any person 3.11 transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the Seller, to our satisfaction at our discretion, we shall be entitled to retain Lots and/or proceeds of Sale, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you

### COLLECTION OF THE LOT

- Subject to any power of the Seller or us to refuse to release 4.1 the Lot to you, once you have paid to us, in cleared funds, everything due to the Seller and to us, and once we have completed our investigations under paragraph 3.11, we will release the Lot to you or as you may direct us in writing. The Lot will only be released on production of a buyer collection document, obtained from our cashier's office.
- You must collect and remove the Lot at your own expense by 4.2 the date and time specified in the Notice to Bidders, or if no date is specified, by 4.30pm on the seventh day after the Sale.
- For the period referred to in paragraph 4.2, the Lot can be 4.3 collected from the address referred to in the Notice to Bidders for collection on the days and times specified in the Notice to Bidders. Thereafter, the Lot may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the Notice to Bidders.
- If you have not collected the Lot by the date specified in the 4.4 Notice to Bidders, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "Storage Contract") with the Storage Contractor for the storage of the Lot on the then current standard terms and conditions agreed between Bonhams and the Storage Contractor (copies of which are available on request). If the Lot is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per Lot per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our Expenses.
- Until you have paid the Purchase Price and any Expenses in 4.5 full the Lot will either be held by us as agent on behalf of the Seller or held by the Storage Contractor as agent on behalf of the Seller and ourselves on the terms contained in the Storage Contract.
- You undertake to comply with the terms of any Storage 4.6 Contract and in particular to pay the charges (and all costs of moving the Lot into storage) due under any Storage Contract. You acknowledge and agree that you will not be able to collect the Lot from the Storage Contractor's premises until you have paid the Purchase Price, any Expenses and all charges due under the Storage Contract.
- You will be wholly responsible for packing, handling and 4.7 transport of the Lot on collection and for complying with all import or export regulations in connection with the Lot.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any Lot not removed in accordance with paragraph 4.2, payable at our current rates, and any Expenses we incur (including any charges due under the Storage Contract), all of which must be paid by you on demand and in any event before any collection of the Lot by you or on your behalf. 5

### STORING THE LOT

We agree to store the Lot until the earlier of your removal of the Lot or until the time and date set out in the Notice to Bidders, on the Sale Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the

Sale) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the Sale) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams*' order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

### 6 RESPONSIBILITY FOR THE LOT

- 6.1 Title (ownership) in the Lot passes to you (i) on payment of the Purchase Price to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.
- 6.2 Please note however, that under the Contract for Sale, the risk in the Lot passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the Lot if earlier, and you are advised to obtain insurance in respect of the Lot as soon as possible after the Sale.
- 7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS
- 7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):
- 7.1.1 to terminate this agreement immediately for your breach of contract;
- 7.1.2 to retain possession of the Lot;
- 7.1.3 to remove, and/or store the Lot at your expense;
- 7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;
- 7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 7.1.6 to repossess the Lot (or any part thereof) which has not become your property, and for this purpose (unless you buy the Lot as a Consumer) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any Lot or part thereof;
- 7.1.7 to sell the Lot Without Reserve by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;
- 7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;
- 7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;
- 7.1.10 on three months' written notice to sell, Without Reserve, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for Sale) and to apply any monies due to you as a result of such Sale in payment or part payment of any amounts owed to us;
- 7.1.11 refuse to allow you to register for a future Sale or to reject a bid from you at any future Sale or to require you to pay a deposit before any bid is accepted by us at any future Sale in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the Purchase Price of any Lot of which you are the Buyer.
- 7.1.12 having made reasonable efforts to inform you, to release your name and address to the Seller, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.
- 7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.
- 7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.
- 7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any Sale of the Lot under our rights under this paragraph 7 after the payment of all sums due to us and/or the Saller within 28 days of receipt by us of all such sums paid to us.
- 8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT
- 8.1 Whenever it becomes apparent to us that the Lot is the subject

of a claim by someone other than you and other than the Seller (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the Lot in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without prejudice to the generality of the discretion and by way of example, we may:

- 8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or
- 8.1.2 deliver the Lot to a person other than you; and/or8.1.3 commence interpleader proceedings or seek any other order of
- any court, mediator, arbitrator or government body; and/or 8.1.4 require an indemnity and/or security from you in return for
- bir in logario car indemnity a fail of becaulty non-year in pursuing a course of action agreed to by you.8.2 The discretion referred to in paragraph 8.1:
- 8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and
- 8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.
- 9 FORGERIES
- 9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.
  9.2 Paragraph 9 applies only if:
- 9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that
- invoice has been paid; and 9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and
- 9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.
- 9.3 Paragraph 9 will not apply in respect of a *Forgery* if:9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue*
- reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or
- 9.3.2 it can be established that the Lot is a Forgery only by means of a process not generally accepted for use until after the date on which the Catalogue was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.
- 9.4 You authorise us to carry out such processes and tests on the Lot as we in our absolute discretion consider necessary to satisfy ourselves that the Lot is or is not a Forgery.
- 9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the Sale of Goods Act 1979 and we will pay to you an amount equal to the sum of the *Purchase Price, Buyer's Premium, VAT* and *Expenses* paid by you in respect of the *Lot*.
- 9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.
- 9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.
- 9.8 Paragraph 9 does not apply to a Lot made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a Stamp or Stamps or a Book or Books.
- 10 OUR LIABILITY
- 10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967 or in any other away for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Selle*.
- 10.2 Our duty to you while the Lot is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the Lot or to other persons or things caused by:
- 10.2.1 handling the Lot if it was affected at the time of Sale to you by woodworm and any damage is caused as a result of it being affected by woodworm; or
- 10.2.2 changes in atmospheric pressure; nor will we be liable for:
- 10.2.3 damage to tension stringed musical instruments; or
- 10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.
- 10.3.1 We will not be liable to you for any loss of Business, Business profits, revenue or income or for loss of Business reputation or for disruption to Business or wasted time on the part of the Buyer's management or staff or, if you are buying the Lot in the

course of a Business, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the Lot as a Consumer, in any circumstances where we are liable to you in respect of a Lot, or any act, omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the Lot plus *Buyer's Premium* (less any sum you may be entitled to recover from the Seller) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance. 10.4 Nothing set out above will be construed as excluding or

restricting (whether directly or indirectly) any person<sup>5</sup> ilability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

### 1 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the Lot is made up wholly of a Book or Books and any Book does not contain text or illustrations (in either case referred to as a "non-conforming Lot"), we undertake a personal responsibility for such a non-conforming Lot in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the Lot and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a nonconforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant Sale (or such longer period as we may agree in writing) you return the Lot to us in the same condition as it was at the time of the Sale, accompanied by written evidence that the Lot is a non-conforming Lot and details of the Sale and Lot number sufficient to identify the Lot.but not if: the Entry in the Catalogue in respect of the Lot indicates that the rights given by this paragraph do not apply to it; or the Entry in the Catalogue in respect of the Lot effected the

the *Entry* in the *Catalogue* in respect of the *Lot* reliected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or

the Lot comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the Lot was listed in the Catalogue under "collections" or "collections and various" or the Lot was stated in the Catalogue to comprise or contain a collection, issue or Books which are undescribed or the missing text or illustrations are referred to or the relevant parts of the Book contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non- conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

### 12 MISCELLANEOUS

- 12.1 You may not assign either the benefit or burden of this agreement.
  12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.
- 12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the

obligations imposed on you by paragraph 3.

- 12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to Bonhams will, where appropriate, include reference to Bonhams' officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams*' holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/ or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

### 13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the Sale takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. Bonhams has a complaints procedure in place.

### DATA PROTECTION - USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

### APPENDIX 3

### DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

### LIST OF DEFINITIONS

"Account" the bank account of Bonhams into which all sums received in respect of the *Purchase Price* of any Lot will be paid. "Additional Premium, alculated in accordance with the *Notice to Bidders*, to cover Bonhams' Expenses relating to the payment of royalties under the Artists Resale Right Regulations 2006 which is payable by the Buyer to Bonhams on any Lot marked [AR] which sells for a Hammer Price which together with the Buyer's *Premium* (but excluding any VAT) equals or exceeds 1000 euros (converted into the currency of the Sale using the European Central Bank Reference rate prevailing on the date of the Sale). "Auctioneer" the representative of Bonhams conducting

### the Sale.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.
"Bidding Form" our Bidding Registration Form, our Absentee Bidding

Form or our Telephone Bidding Form. "Bonhams" Bonhams 1793 Limited or its successors or assigns. Bonhams is also referred to in the Buyer's Agreement, the Conditions of Business and the Notice to Bidders by the words "we", "us" and "our".

"Book" a printed Book offered for Sale at a specialist Book Sale. "Business" includes any trade, *Business* and profession. "Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and

the Buyer's Agreement by the words "you" and "your". "Buyer's Agreement" the contract entered into by Bonhams with the

Buyer (see Appendix 2 in the Catalogue).

"Buyer's Premium" the sum calculated on the Hammer Price at the rates stated in the Notice to Bidders.

"Catalogue" the Catalogue relating to the relevant Sale, including any representation of the Catalogue published on our Website. "Commission" the Commission payable by the Seller to Bonhams calculated at the rates stated in the Contract Form... "Condition Report" a report on the physical condition of a Lot provided

to a Bidder or potential Bidder by Bonhams on behalf of the Seller. "Conditions of Sale" the Notice to Bidders, Contract for Sale, Buyer's Agreement and Definitions and Glossary.

"Consignment Fee" a fee payable to Bonhams by the Seller calculated at rates set out in the Conditions of Business. "Consumer" a natural person who is acting for the relevant purpose outside his trade, Business or profession.

"Contract Form" the Contract Form, or vehicle Entry form, as applicable, signed by or on behalf of the Seller listing the Lots to be offered for Sale by Bonhams.

"Contract for Sale" the Sale contract entered into by the Seller with the Buyer (see Appendix 1 in the Catalogue).

"Contractual Description" the only Description of the Lot (being that part of the Entry about the Lot in the Catalogue which is in bold letters, any photograph (except for the colour) and the contents of any Condition Report) to which the Seller undertakes in the Contract of Sale the Lot corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and Expenses paid or payable by Bonhams in respect of the Lot including legal Expenses, banking charges and Expenses incurred as a result of an electronic transfer of money, charges and Expenses for loss and damage cover, insurance, Catalogue and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the Lot for Sale, storage charges, removal charges, removal charges or costs of collection from the Seller as the Seller's agents or from a defaulting Buyer, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the Sale had a value materially less than it would have had if the Lot had not been such an imitation, and which is not stated to be such an imitation in any description of the Lot. A Lot will not be a Forgery by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the Lot, where that damage,

restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by Bonhams to the Buyer in respect of any Forgery and, in the case of specialist Stamp Sales and/or specialist Book Sales, a Lot made up of a Stamp or Stamps or a Book or Books as set out in the Buyer's Agreement. "Hammer Price" the price in the currency in which the Sale is conducted at which a Lot is knocked down by the Auctioneer "Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its Sale at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the Seller to Bonhams in consideration of the additional work undertaken by Bonhams in respect of the cataloguing of motor vehicles and in respect of the promotion of Sales of motor vehicles.

"New Bond Street" means Bonhams' saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*. "Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low Estimates given by us to you or stated in the Catalogue or, if no such Estimates have been given or stated, the Reserve applicable to the Lot. "Notice to Bidders" the notice printed at the back or front of our Catalogues.

"Purchase Price" the aggregate of the Hammer Price and VAT on the Hammer Price (where applicable), the Buyer's Premium and VAT on the Buyer's Premium and any Expenses.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction Sale at which a Lot is to be offered for Sale by Bonhams.

"Sale Proceeds" the net amount due to the Seller from the Sale of a Lot, being the Hammer Price less the Commission, any VAT chargeable thereon, Expenses and any other amount due to us in whatever capacity and howsoever arising.

"Seller" the person who offers the Lot for Sale named on the Contract Form. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the Contract Form acts as an agent for a principal (whether such agency is disclosed to Bonhams or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The Seller is also referred to in the Conditions of Business by the words "you" and "you".

"Specialist Examination" a visual examination of a Lot by a specialist on the Lot.

"Stamp" means a postage Stamp offered for Sale at a Specialist Stamp Sale.

"Standard Examination" a visual examination of a *Lot* by a nonspecialist member of *Bonhams*' staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the Catalogue.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the Sale in the United Kingdom.

"Website" Bonhams Website at www.bonhams.com

"Withdrawal Notice" the Seller's written notice to Bonhams revoking Bonhams' instructions to sell a Lot.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty). GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on Sales of that work subsequent to the original Sale of that work by the creator of it as set out in the Artists Resale Right Regulations 2006.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a Lot is sold to a Bidder, indicated by the fall of the hammer at the Sale.

"lien": a right for the person who has possession of the Lot to retain possession of it.

"risk": the possibility that a Lot may be lost, damaged, destroyed,

stolen, or deteriorate in condition or value. "title": the legal and equitable right to the ownership of a Lot.

"tot": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

### SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979: "Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
  - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
  - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such tile as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
  - (a) the seller;
  - in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
  - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."

## **Registration and Bidding Form**

(Attendee / Absentee / Online / Telephone Bidding) Please circle your bidding method above.

This sale will be conducted in accordance with Bonhams' Conditions of Sale and bidding and buying at the Sale will be regulated by these Conditions. You should read the Conditions in conjunction with the Sale Information relating to this Sale which sets out the charges payable by you on the purchases you make and other terms relating to bidding and buying at the Sale. You should ask any questions you have about the Conditions before signing this form. These Conditions also contain certain undertakings by bidders and buyers and limit Bonhams' liability to bidders and buyers.

### Data protection - use of your information

Where we obtain any personal information about vo shall only use it in accordance with the terms of our Policy (subject to any additional specific consent(s) have given at the time your information was disclose copy of our Privacy Policy can be found on our web (www.bonhams.com) or requested by post from Cu Services Department, 101 New Bond Street, Londo 1SR United Kingdom or by e-mail from info@bonha We may disclose your personal information to any n our group which means our subsidiaries, our ultimation company and its subsidiaries (whether registered in elsewhere). We will not disclose your data to anyone our group but we may from time to time provide you information about goods and services which we feel interest to you including those provided by third par If you do not want to receive such information (exce information you specifically requested) please tick the Would you like to receive e-mailed information from please tick this box

### Notice to Bidders.

At least 24 hours before the Sale, clients must provide government or state issued photographic proof of ID and date of birth e.g. - passport, driving licence - and if not included in ID document, proof of address e.g - utility bill, bank or credit card statement etc. Corporate clients should also provide a copy of their articles of association / company registration documents, and the entities name and registered address, documentary proof of its beneficial owners and directors, together with a letter authorising the individual to bid on the company's behalf. Failure to provide this may result in your bids not being processed or completed. For higher value lots you may also be asked to provide a bank reference.

### If successful

Telephone or

Absentee (T / A)

I will collect the purchases myself

Please arrange shippers to contact me with a quote and I agree that you may pass them my contact details.

Lot no.

Brief

Paddle number (for office use only)

# Bonhams

Sala titla:	Madara and Contomporary South		Sala data:	Tuesday, D	4 May 2022	
Sale title:	Modern and Contemporary South	i Asian Art	Sale date:	Tuesday, 24	4 May 2022	
Sale no.	27432	S	Sale venue:	New Bond	Street, London	
prior to the for further in	ot attending the sale in person, please pro- sale. Bids will be rounded down to the nea formation relating to Bonhams executing to to execute these bids on your behalf but w	arest increment. F telephone, online	Please refer to or absentee	b the Notice to bids on your b	b Bidders in the catalo behalf. Bonhams will	
£10 - 200. £200 - 500 £500 - 1,00 £1,000 - 2, £2,000 - 5, £5,000 - 10	id Increments: by 10s )by 20 / 50 / 80s 00by 50s ,000by 100s ,000by 200 / 500 / 800s 0,000by 500s	£20,000 £50,000 £100,00 above £	0 - 50,000 0 - 100,000 . 00 - 200,000	by 5,000 by 10,000	/ 5,000 / 8,000s s	
	neer has discretion to split any bid at	-				
Customer	Number	T	Fitle			
First Name	<u>}</u>	L	ast Name			
Company	name (if applicable)					
Company	Registration number (if applicable)					
Address						
		C	City			
Post / Zip code			County / State			
Telephone	(mobile)	C	Country			
Telephone	(landline)					
E-mail (in ca	apitals)					
Please ans	wer all questions below					
If a company	ed: Government issued IDand (if the ID y, please provide the Certificate of Incorpor documentary evidence of the company's b	oration, your ID (as	s above) (plus	,	t utility bill/ bank state tor, a letter authorising	
2. Are you re	epresenting the Bidder? 🗌 If yes, please	e complete questi	ion 3.			
	name, address and contact details (phone Government issued ID $\square$ and (if the ID d	e and email): does not confirm t	their address)	current	utility bill/bank stateme	
Are you actir Yes	ng in a business capacity? No	If registered fo	red for VAT in the EU please enter your registration here			
Please no	te that all telephone calls are re-	corded.				
			MAX bid in ( (excluding p & VAT)		Covering bid *	

FOF	WINE	SALES	ONLY	

Please leave lots "available under bond" in bond

Please include delivery charges (minimum charge of £20 + VAT)

BY SIGNING THIS FORM YOU AGREE THAT YOU HAVE SEEN THE CATALOGUE AND HAVE READ AND UNDERSTOOD OUR CONDITIONS OF SALE INCLUDING BUYER'S WARRANTIES AND WISH TO BE BOUND BY THEM, AND AGREE TO PAY THE BUYER'S PREMIUM, VAT AND ANY OTHER CHARGES MENTIONED IN THE NOTICE TO BIDDERS. THIS AFFECTS YOUR LEGAL RIGHTS.

Bidder/Agent's (please delete one) signature:

Date:

\* Covering Bid: A maximum bid (exclusive of Buyers Premium and VAT) to be executed by Bonhams only if we are unable to contact you by telephone, or should the connection be lost during bidding. NB. Payment will only be accepted from an account in the same name as shown on the invoice and Auction Registration form.

### Please email or fax the completed Auction Registration form and requested information to:

Bonhams, Customer Services, 101 New Bond Street, London, W1S 1SR. Tel: +44 (0) 20 7447 7447, bids@bonhams.com

Bonhams 1793 Limited. Montpelier Street, London SW7 1HH. Incorporated in England. Company Number 4326560.



Bonhams 101 New Bond Street London, W1S 1SR

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