

Panna Lal
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 Falshaw, C.J.

be necessary for the landlord to start again on the right lines if it is in fact his intention to rebuild the premises in dispute. I accordingly accept the revision petition and dismiss the landlord's petition, but order that the parties shall bear their own costs throughout.

B.R.T.

CIVIL ORIGINAL

Before Tek Chand, J.

THE NATIONAL INDUSTRIAL CORPORATION LTD.,—
Petitioner.

versus

THE REGISTRAR OF COMPANIES,—*Respondent.*

Civil Original No. 75 of 1962.

1963

Jan., 4th

Companies Act (I of 1956)—Ss. 18(4) and 19(2)—“At any time” and “extend”—Meanings of—Such expressions, whether to be interpreted in their seclusion or in the background of other provisions—Application for extension of time—Whether must be made before the order becomes void and inoperative.

Held, that the words “at any time” are of wide amplitude and read without reference to the context, admit of no limitation. The phrase has several connotations and a great variety of meanings. The phrase “at any time” has sometime been construed “within reasonable time”, “after a certain time”, “after the fulfilment of a certain condition”, or “subject to the restrictions in the Act”, “at all times”, “at any one time”. or “from time to time”. Having regard to the context the meanings range from immediacy to perpetuity. If the phrase is to be construed literally there is no period of time for the exercise of this power by the Court and it can do so even after years or decades. This construction obviously would lead to absurd results and cause unreasonable complications.

Held, that the expression "extend" admits of more than one interpretation. Whether it is understood in the etymological sense to stretch or draw out or in the ordinary sense to enlarge, to expand or to amplify the term lends itself to a variety of meanings and in each case the true import of the expression is to be gathered from the context. As it is used in a relative sense, no absolute or inflexible meaning should be given.

Held, that the words and phrases used in one section ought to be examined not in their seclusion but having regard to their impact on the other provisions of the same statute and in harmony with the aim, scope and object of the Act. Hence, the two expressions used in sub-section 4 of section 18 of the Companies Act, 1956, namely, "at any time" and "extend the time" have to be construed in the background of what has become "void and inoperative" according to sub-section (2) of section 19 of the same Act. The only reasonable construction in this context is that "at any time" means while the period of limitation, namely, three months from the date of the order, was still running. If the Court had been moved during these three months, the time for the filing of documents could have been extended or in another sense prolonged. Prolongation of time cannot occur after the time originally limited has expired. While a right is extant and is not extinguished, extension can be given for the purpose of enlarging the duration. What has become void and inoperative does not admit of extension or enlargement.

Petition under section 18(4) of the Companies Act, 1956, praying for extension of time for filing the certified copies of the orders passed in Civil Original No. 11 of 1961 with the Registrars of Companies at Delhi and Punjab till the 10th March, 1962, by which date the copies of the orders were received by both the Officers.

D. R. NANDA, ADVOCATE, for the Petitioner.

R. P. RAGHWAN, SOLICITOR, for the Respondent.

JUDGMENT

Tek Chand, J.

TEK CHAND, J.—This is a petition under section 18 of sub-section (4) of the Companies Act, 1956 which raises a novel point of interpretation of certain provisions of the Act.

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The facts giving rise to the petition are that the National Industrial Corporation Limited (hereinafter referred to as the company) had its registered office at Chandigarh and its Administrative office at 53 Regal Buildings, New Delhi. On 17th October, 1960, a special resolution was adopted by the company for the transfer of its registered office from Chandigarh in the State of Punjab to the Union Territory of Delhi. In pursuance of this resolution a petition was presented in the Court for sanctioning the change of the registered office to Delhi,—*vide* Civil Original No. 11 of 1961. By order of this Court, dated the 11th August, 1961 the special resolution was confirmed as required by section 17. Under section 18 sub-section (3) of the Companies Act, certified copy of the order confirming the alteration of the registered office of the company to Delhi was required to be filed both with the Registrars, of Companies in Punjab and Delhi, within a period of three months from the date when the resolution was confirmed by this Court. The last date for filing the certified copy with the respective Registrars was 24th November, 1961 after taking into account the days required for obtaining the certified copies. The certified copies were sent actually on 6th March, 1962 by the company, about 3½ months after expiry of the time allowed by section 18, sub-section (1). In the petition it is stated that the delay in the submission of the certified copies was due to inadvertance as the copies had been misplaced by the office assistant. The Registrar of the Companies at Delhi drew the attention of the company to section 18 of the Companies Act and pointed out that the order of the Court had not been filed in his office within the prescribed time and, therefore, the order had to be deemed as void. He, however, suggested that the company would be well-advised to move this Court under section 19 for extension of time

for filing the order. This petition has consequently been filed praying that the time of filing of certified copies of the orders passed in Civil Original No. 11 of 1961 with the Registrars of Companies at Delhi and Punjab may be extended till the 10th March, 1962, by which date the copies were received by the two officers. This petition has been opposed by the Registrar of Companies. The principal contention of the Registrar of Companies is that under section 18, sub-section (4), the time for filing of documents or for the registration of the alteration under this section can be extended by the Court if it is moved within three months from the date of the order for this purpose. The provisions of sections 18 and 19 which have a bearing on the point are reproduced below:—

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- “18(1) A certified copy of the order confirming the alteration, together with a printed copy of the memorandum as altered, shall, within three months from the date of the order, be filed by the company with the Registrar, and he shall register the same, and shall certify the registration under his hand.
- (2) The certificate shall be conclusive evidence that all the requirements of this Act with respect to the alteration and the confirmation thereof have been complied with, and thenceforth the memorandum as so altered shall be the memorandum of the company.
- (3) Where the alteration involves a transfer of the registered office from one State to another, a certified copy of the order confirming the alteration shall be filed by the company with the Registrar of

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each of the States, and the Registrar of each such State shall register the same, and shall certify under his hand the registration thereof; and the Registrar of the State from which such office is transferred shall send to the Registrar of the other State all documents relating to the Company registered, recorded or filed in his office.

- (4) The Court, may, at any time, by order, extend the time for the filing of documents under this section by such period as it thinks proper.

19(1) No such alteration as is referred to in section 17 shall have any effect until it has been duly registered in accordance with the provisions of section 18.

- (2) If the registration is not effected within three months next after the date of the order of the Court confirming the alteration, or within such further time as may be allowed by the Court under sub-section (4) of section 18, such alteration and order and all proceedings connected therewith shall, at the expiry of such period of three months or of such further time, as the case may be, become void:

Provided that the Court may, on sufficient cause shown, revive the order on application made within a further period of one month."

If sub-section (4) is read in isolation it appears to confer a plenary power upon the Court to exercise its jurisdiction for extending the time for the filing

of documents or for the registration of the alteration, "at any time". The words "at any time" are of wide amplitude and read without reference to the context, admit of no limitation. The phrase has several connotations and a great variety of meanings. The phrase "at any time" has sometimes been construed "within reasonable time", "after a certain time", "after the fulfilment of a certain condition", or "subject to the restrictions in the Act", "at all times", "at any one time", or "from time to time". Having regard to the context the meanings range from immediacy to perpetuity. If the phrase is to be construed literally there is no period of time for the exercise of this power by the Court and it can do so even after years or decades. This construction obviously would lead to absurd results and cause unreasonable complications.

The next expression "extend" occurring in subsection (4) of section 18 admits of more than one interpretation. Whether it is understood in the etymological sense to stretch or draw out or in the ordinary sense to enlarge, to expand or to amplify the term lends itself to a variety of meanings and in each case the true import of the expression is to be gathered from the context. As it is used in a relative sense no absolute or inflexible meaning should be given.

Shri D. R. Nanda, learned counsel for the petitioner, referred me to certain decisions of our Courts and also to certain English decisions, *In J. K. Iron and Steel Co., Ltd. v. Labour Appellate Tribunal of India and others* (1), clause 16 of Government Order No. 3092 authorised Adjudicator and Tribunal to hear dispute and pronounce its

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(1) A.I.R. 1953 All. 624.

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decision within 40 days (excluding holidays) from the date of reference. This period was extended from time to time. Award was made on 1st November, 1951. The contention of one of the parties was that the adjudicator had become *functus officio* after 14th August, 1951, when the period of 40 days expired; and, therefore, the Governor could not extend the period as the effect of such order would amount to reviving the right of the adjudicator to make an award. It was held by the Division Bench that the extension by the Governor was valid as it was not necessary that order for extension should have been passed before the expiry of the period which was sought to be extended. The Division Bench expressed the view that the adjudicator remained seized of the references till he made his award or till the reference to him was withdrawn by the Governor and therefore the Governor was competent to make order extending period of decision and thus making him competent to make award. Raghubar Dayal J., said at page 626 as follows:—

“To extend a certain period is the same thing as to enlarge that period. The words “to extend” and “to enlarge” are synonymous. Whenever any period fixed for doing a certain thing is extended, the extension would commence from the point of time when the earlier period ends. The contention, therefore, that there can be no extension when a period already fixed has come to an end in view of what is implied by the term “extension” is not to any significance when it is not disputed that extension can be made after the expiry of the period in cases where the provision authorising the making of orders extending certain periods uses an expression

that such orders could be passed before or after the expiry of the earlier period. Such an expression only makes it clear that the order of extension can be passed at any time, but cannot give a different meaning to the word "extension". The argument, therefore, for the petitioner based on the implications of the word "extension" to the effect that only what exists can be extended is not sufficient for arriving at the conclusion that the orders about extension must be passed prior to the expiry of the earlier period. The provision in clause 16 is in most general terms. It does not limit the power of the Governor to order the extension within the period to be extended, but empowers him to extend the period from time to time. In the absence of any such limitation, we are not prepared to narrow down the interpretation of this provision and to hold that the Governor must exercise his power of extending the period before its expiry."

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Mr. D. R. Nanda, also cited a decision of Calcutta High Court in *re. Ramackers and Co., Ltd.* (2), but nothing in this decision lends any help to his contention. In *re. Macintosh and Thomas* (3), on the construction of Order LXV, rule 27, sub-rule 57 of the rules of the Supreme Court it was held that the taxing master had power to grant an extension of the time after the expiration of the month appointed by the order for the making of his certificate. The Court of appeal reversed the decision of Byrne J. and on the construction of the words used in the sub-rule came to the conclusion that

(2) I.L.R. 56 Cal. 976.

(3) (1903)-2 Ch. 394.

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the power given to the taxing master to extend time may be exercised even after the time appointed has elapsed.

In *The King v. Lewis* (4), the relevant rule required that a notice of appeal to a magistrate must be given to him or to his clerk and to the pilotage authority within seven days after receipt from the pilotage authority of a notification of their decision, "or within such further time as may be allowed by the magistrate". It was held under the above rule, "a magistrate has power to extend the time for giving notice of appeal, although the application for an extension of time is not made to him until after the expiration of the period of seven days within which the notice of appeal ought to have been given". I do not think that much assistance can be derived from the above decisions where the specific provisions or statutory rules were to be construed. On the other side also my attention was drawn to a number of decision where a seemingly different view was taken. Those decisions also were not laying down any general principle but were construing a particular provision. In *Brooke* against *William Clarke and others* (5), the question was whether an author whose works had been published more than twenty-eight years before the passing of the 54 G. 3, c. 156, is not entitled to the copy-right for life. The eighth section recited, "That whereas it is reasonable that author of books already published, and who are now living, should have the benefit of the extension of copy-right". The word 'extension' imports the continuance of an existing thing, and must have its effect given to where it occurs. * * *

(4) (1906) 2 K.B. 307.

(5) (1818) 106 E.R. 146.

* * * * *
*The word 'extension' is too strong for me to grapple, a great public injury would be effected, by calling back a right that, by lapse of time, had become extinct. There is also a decision of the Supreme Court not cited at the Bar but referred in the *Strawboard Manufacturing Co., Ltd. v. Gutta Mill Workers' Union* (6), where it was held that the State Government has not the power to extend the time for making an award *ex post facto*, i.e., after the time limit originally fixed therefor has expired. Section 14, U.P. General Clauses Act, does not in terms, or by necessary implication, give any such power of extension of time nor can any support be derived from section 21 of that Act to validate the award passed after the expiry of the time originally fixed, though the order giving extension *ex facie* purports to modify the original order fixing the time limit. One characteristic feature of all these decisions is that the expressions which the Courts are called upon to construe were being examined in the light of context and the words and phrases were being interpreted in the background of the statute as a whole. Words and phrases used in one section ought to be examined not in their seclusion but having regard to their impact on the other provisions of the same statute and in harmony with the aim, scope and object of the Act. A reference to section 19 of the Act which deals with the effect of failure to register in accordance with the provisions of section 18 is necessary. Sub-section (2) of section 19 provides that the order of the Court under section 17, sub-section (5) becomes void if the documents required to be filed with the Registrar under section 18 are not filed within the time allowed and the period has expired. In this

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case the order of this Court, dated the 11th August, 1961 had become void and inoperative after 21st November, 1961 which was the last date for filing the certified copy of the order. After the last date was allowed to expire the Registrar could not effect registration and the time could not be extended in order to validate what had become void and inoperative. The two expressions used in sub-section 4 of section 18, namely, "at any time" and "extend the time" have to be construed in the background of what has become "void and inoperative" according to sub-section (2) of section 19. The only reasonable construction in this context is that "at any time" means while the period of limitation, namely, three months from the date of the order was still running. If the Court had been moved during these three months, the time for the filing of documents could have been extended or in another sense prolonged. Prolongation of time cannot occur after the time originally limited has expired. While a right is extant and is not extinguished, extension can be given for the purpose of enlarging the duration. What has become void and inoperative does not admit of extension or enlargement.

The proviso to sub-section (2) of section 19 reinforces this conclusion. If an application is made within a further period of one month, the Court may on sufficient cause being shown revive the order. In this case as no application had been made within three months allowed by section 18 sub-section (1) for extension of time for filing the document, the order of the Court had become void and inoperative after 21st November, 1961. By force of the proviso to sub-section (2) of section 19 void and inoperative order could have been revived if an application had been made by 21st

December, 1961. As I read in sections 18 and 19 it means that a certified copy in the first instance must be filed within three months from the date of the order. If extension of time for filing of the documents is to be sought then the Court must be moved within three months before the order becomes void and inoperative. Once it is so moved within limitation, it may "at any time", by order, extend the time for the filing of documents". If this has also been not done then on sufficient cause being shown the Court may revive the order if an application has been made within a month. The period of one month in this case commenced from the date of the order becoming void and inoperative. This is "a further period" which is added to the three months allowed under section 18 sub-section (1).

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The use of the word "revive" in the proviso to section 19 sub-section (2) in contradistinction with the word "extend" occurring in section 18 sub-section (4) is significant. "Revive" brings back to life what has become moribund. It is synonym to re-enact or reanimate a matter which has become void and inoperative in law, revitalize what was in a state of animation by force of the statute, restore or brought back to life. The use of the word "extend" in section 18 sub-section (4) and of "revive" in section 19(2) proviso is in the context advised and the two expressions are not interchangeable. In this background, I would hold that the petition under section 18 sub-section (4) having been made after the expiry of the period allowed cannot be entertained. The results, therefore, is that the petition fails and is dismissed with costs.

K.S.K.