

Court of Wards, the agricultural operations or that the same must
 Dada Siba be carried through by his then existing tenants
 Estate and another only. The rights of the plaintiff in the demised
 v. property continued to be his notwithstanding
 Raja Dharam the fact that the actual supervision of the agricul-
 Dev Chand tural operations could not be his.
 Harbans Singh,
 J.

For the reasons given above, we feel that the Court below was in error in decreeing the suits of the plaintiff and we, consequently, accept both these appeals, set aside the judgments and the decrees of the Court below and dismiss the suits. In view, however, of the fact that the plaintiff was prevented from deriving any substantial benefit out of this lease due to circumstances beyond the control of anybody, we leave the parties to bear their own costs throughout.

Gosain, J.

GOSAIN, J.—I agree.

B.R.T.

LETTERS PATENT APPEAL.

Before A.N. Bhandari and D. Falshaw, JJ.

GIAN CHAND AND ANOTHER,—*Appellants.*

versus

PT. BAHADUR SINGH AND OTHERS,—*Respondents.*

Letters Patent Appeal No. 319 of 1958.

Displaced Persons (Debts Adjustment) Act (LXX of 1951)—Section 31—"Debt"—Meaning of—Whether used in restricted sense as defined in Section 2(6) of the Act—Debts incurred by a displaced person in India after Partition—Whether protected.

1959
 Sept., 25th

Held, that it is an obvious and general principle that where a particular word such as 'debt' is given a definition in the Act, which narrows and restricts its ordinary meaning, the meaning given in the definition must be applied to

the word wherever it appears in the Act, unless the contrary is clearly indicated. The word "debt" in section 31 of the Displaced Persons (Debts Adjustment) Act is used in its restricted sense as defined in the Act. In order to enable a displaced person against whom a decree had been passed to claim benefit of section 31, it is necessary that the debt which led to the decree must be a debt as defined in the Act and this definition excludes the debts incurred by a displaced person in India after partition.

Letters Patent Appeal under Clause 10 of the Letters Patent against the judgment of Hon'ble Mr. Justice Bishan Narain, dated 28th February, 1958, passed in E.F.A. No. 44 of 1956, whereby the order of Sh. D.P. Sodhi, Senior Sub-Judge, Ambala, dated 22nd November, 1955, releasing the property in question from attachment, was reversed.

RAJINDER NATH, for Appellant.

ROOP CHAND, for Respondent.

JUDGMENT

FALSHAW, J.—This is an appeal under clause 10 of the Letters Patent against the decision of Bishan Narain, J., accepting an execution first appeal setting aside the order of the lower Court by which the judgment debtor's objections were accepted and the release of the property in dispute from attachment was ordered. D. Falshaw, J.

The facts are that a decree for Rs. 11,000 odd was transferred from Delhi to Ambala for execution. Some houses and a shop belonging to the judgment-debtor were attached. Various objections were raised on behalf of judgment-debtor, including one based on section 31 of the Displaced Persons (Debts Adjustment) Act, 70 of 1951. The relevant portion of section 31 reads—

"31. Section 60 of the Code of Civil Procedure, 1908, shall in relation to the execution of any decree for a debt against

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a displaced person (whether passed before or after the commencement of this Act), have effect, as if—

- (1) for clause (c) of the proviso to subsection (1), the following clauses had been substituted, namely :—

* * * * *

(ccc) one main residential house and other buildings attached to it (with the materials and the site thereof and the land immediately appertaining thereto and necessary for their enjoyment) belonging to a judgment-debtor other than an agriculturist and occupied by him.”

* * * * *

- (3) after clause (p), the following clauses had been inserted, namely :—

* * * * *

(r) so much of any other property of the judgment-debtor as constitutes the means of his livelihood and as is likely, in the opinion of the Court, to yield to him an income of not less than two hundred and fifty rupees a month ;

* * * * *

The executing Court found that the judgment-debtor was a displaced person and that the property attached and sought to be sold yielded an

income of less than two hundred and fifty rupees a month, and he, therefore, held that the judgment debtor was protected by clause (r) set out above. He accordingly passed an order releasing the property from attachment.

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This order was reversed by the learned Single Judge on the ground that in order to enable a displaced person, against whom a decree had been passed, to claim the benefit of these provisions it was necessary that the debt which led to the decree must be a debt as defined in the Displaced Persons (Debts Adjustment) Act. The word 'debt' is defined in section 2(6) of the Act as follows:—

“‘debt’ means any pecuniary liability, whether payable presently or in future, or under a decree or order of a Civil or Revenue Court or otherwise, or whether ascertained or to be ascertained, which—

(a) in the case of a displaced person who has left or been displaced from his place of residence in any area now forming part of West Pakistan, was incurred before he came to reside in any area now forming part of India:

* * * * *

It is admitted that in the present case the debt was one incurred by the judgment-debtor since he came to India after the partition.

It is an obvious and general principle that where a particular word such as 'debt' is given a definition in the Act, which narrows and restricts

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its ordinary meaning, the meaning giving in the definitions must be applied to the word wherever it appears in the Act, unless the contrary is clearly indicated. In my opinion there can be no doubt that in section 31 the word 'debt' was used in its restricted sense as defined in the Act. If the legislature had intended to give a displaced person, against whom a money decree had been passed, the protection afforded by clause (r), it would have been perfectly simple to use some such words in the opening words of the section as 'any decree for the payment of money'. I am, therefore, of the opinion that the matter was correctly decided by the learned Single Judge and would dismiss the appeal with costs.

A. N. Bhandari, C.J.—I agree.

K.S.K.

CIVIL WRIT

Before Chopra and Grover, JJ.

M/S ALLEN BERRY AND Co., PRIVATE LTD., AND
ANOTHER.—*Petitioners.*

versus

VIVIAN BOSE AND OTHERS.—*Respondents*

Civil Writ No. 673 of 1959.

1959
Oct. 8th

Commission of Inquiry Act (LX of 1952)—Section 5—Status and functions of the Commission appointed under—Whether a civil court or quasi-judicial Tribunal—Proceedings before the Commission—Whether judicial or quasi-judicial in nature—Section 8—Procedure to be followed by the Commission—Whether can be regulated by the Commission—Procedure prescribed for inspection of documents—Whether can be interfered with by the High Court—Inspectors appointed by the Commission to collect